

**Swinburne Student Union
Collective Agreement
2015**

Swinburne Student Union Collective Agreement 2015

PART 1 — PRELIMINARY

1. Title

- 1.1. This Agreement shall be referred to as the SWINBURNE STUDENT UNION INCORPORATED Collective Agreement 2015.

2. Arrangement

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3. Statement of Values

3.1. This agreement acknowledges:

- A shared commitment to work and management practices which are environmentally, professionally and socially sustainable in terms of both minimizing resource use and the balancing of work and family.
- That the work of all employees, management and other members of the SSU community is valued and contributes to the learning culture of the organisation.
- The commitment of the employer and employee to work creatively, proactively and effectively together for the promotion of a cooperative spirit and sense of solidarity amongst the student body of the university.
- That SSU will work continuously towards the organisational goals of advancement of the education, welfare, social life and cultural activities of the student body of the university through effective, efficient and cooperative working practices.
- That SSU gets results through effective management of quality and innovation in the provision of services to its membership and service consumers.
- The centrality of equal opportunity and affirmative action principles with respect to employment and workplace policy and practices.
- The rights, responsibilities and talents of all parties in their contribution to the advancement of the aims and objectives of SSU.
- The principle of student control of student affairs.

4. Parties, Coverage and Application

4.1. The parties to this Agreement are:

- (i) National Tertiary Education Industry Union (NTEU)
- (ii) Swinburne Student Union Inc.
- (iii) All employees performing work covered by this Agreement.

4.2. This Agreement does not apply to catering employees.

4.3. No employee shall suffer a loss of wages as a result of the making of this Agreement.

4.4. The following provisions of this agreement do not apply to casual staff: probation, notice of

termination, disciplinary procedures, redundancy, higher duties allowance, annual leave loading, salary packaging, overtime, job sharing, public holidays, and all paid leave provisions except Long service Leave and workers compensation and make-up pay. Casual employees shall be entitled to unpaid leave in relation to all leave provisions, subject to the same evidentiary requirements as apply to paid leave entitlements for other employees.

5. Operation of Agreement

- 5.1. This Agreement shall operate from 7 days after the date of its approval by the FWC and have a nominal expiry date of 1 October 2019.

6. No Extra Claims

- 6.1. The parties agree not to re-open matters covered by this Agreement during the nominal life of this Agreement, except with the agreement of the other party.

7. Re-opening Negotiations

- 7.1. The parties agree that six (6) months prior to the expiration of this Agreement they will re-open negotiations with a view to negotiating a new Agreement.

8. Definitions

For the purposes of this Agreement:

- 8.1. "Award" means the Higher Education Industry General Staff Award 2010.
- 8.2. "casual employee" means an employee who is engaged and paid by the hour and where the work is ad hoc in nature.
- 8.3. "child" includes an adult, adopted or step child of an employee.
- 8.4. "contract employee" means a person who is employed either full-time or part-time on a fixed term contract.
- 8.5. "employer" means Swinburne Student Union Inc.
- 8.6. "employee" means a person employed by SSU.
- 8.7. "Executive Officer" means the senior employee of the SSU who, inter alia, has responsibility for the management of all staffing issues and who reports to the SSU Council.
- 8.8. FWC means the Fair Work Commission.
- 8.9. FWA means the Fair Work Act 2009.
- 8.10. "immediate family or household" means a partner of the staff member; and a dependent child or an adult child (including an adopted child, a stepchild or an ex-nuptial child and shall include relationships based on guardianship, wardship, and fostering) parent, grandparent, grandchild or sibling of the staff member or of the partner of the staff member.
- 8.11. "JCC" means the Joint Consultative Committee.
- 8.12. "NTEU" means the National Tertiary Education Industry Union.
- 8.13. "partner" means the present or former wife, husband or de facto partner of an employee and encompasses a same sex partner.
- 8.14. "parties" shall mean and refer to the SSU and NTEU
- 8.15. "SSU" means the Swinburne Student Union Inc.
- 8.16. "SSU Council" means the elected student body of SSU which governs the coordination and functioning of the work of the SSU and is ultimately accountable for, and assumes, the role and responsibility of the employer.
- 8.17. "spouse" means the present or former wife, husband or de facto partner of an employee and

encompasses a same sex partner.

8.18. "union" means the National Tertiary Education Industry Union.

9. Organisational Change

- 9.1. When SSU proposes significant change to work organisation it must first consult with the NTEU, either directly or through the JCC, about the need for change and the development of a change process.
- 9.2. Employees may be assisted by a representative throughout this process.
- 9.3. For the purposes of this clause, 'significant change to work organisation' includes:
 - 9.3.1. termination of employment as a result of workplace change;
 - 9.3.2. major changes in the composition, operation or size of SSU's workforce;
 - 9.3.3. any outsourcing proposals involving work that is currently undertaken by SSU staff;
 - 9.3.4. elimination or diminution of job opportunities or job tenure;
 - 9.3.5. the need for retraining or transfer of employees to other work or locations and the restructuring of jobs; and
 - 9.3.6. introduction of new programs, organisation, structure or technology that is likely to have significant effects on employees;
 - 9.3.7. proposal to introduce a change to the regular roster or ordinary hours of work of employees.
- 9.4. Prior to a final decision being made to change, the consultation process should ensure that affected staff and NTEU are provided with all information relevant to the changes proposed, have reasonable time for consultation, have the opportunity for direct input.
- 9.5. SSU will consider all matters raised by affected employees and/or the Union, including any impact on an Employee's family or caring responsibilities, taking their views taken into account prior to making a final decision.
- 9.6. Employment security is beneficial to both SSU and employees. SSU will examine redundancy only as a last resort to responding to these changes.
- 9.7. Consultation about implementing change:
 - 9.7.1. If a decision is taken to proceed with a significant change proposal, SSU will consult with affected staff and NTEU about the implementation of that change, particularly where the change is likely to have an impact on the work, conditions or career prospects of staff.
 - 9.7.2. Such negotiations shall include means of minimizing or avoiding detrimental outcomes for affected staff and may involve an agreement related to relocation and/or retraining. Where changes are likely to lead to position(s) becoming redundant, the employer shall comply with the provisions for redundancy prescribed in clause 25 of this agreement.

10. Joint Consultative Committee:

- 10.1. A Joint Consultative Committee, comprising an equal number of nominees of the SSU Council (one of whom shall be the Executive Officer or their nominee) and of the NTEU, will provide a forum for consultation regarding organisational change, staffing levels, workload issues and the implementation of this agreement. Members of the JCC may invite advisers or representatives to attend meetings where needed, providing that any consequent cost for this is first agreed to by the JCC.
- 10.2. The JCC shall comprise of no more than 3 members nominated by SSU Council and no more than 3 members nominated by the NTEU.
- 10.3. JCC consultation will be real and meaningful two-way communication; employee and NTEU views

will be taken into account before a decision is made. The Committee shall attempt to achieve consensus wherever possible. Where consensus cannot be reached between the parties the dispute procedures may be utilised.

10.4. Meetings will be convened as required or at the request of either SSU or NTEU.

11. Variation

11.1. If, prior to the expiry of this agreement, a party believes there is reason to vary a matter covered by the agreement the party shall convene a meeting of the JCC to discuss the matter. Following any such discussion, if the parties are able to agree on a variation, an application to vary the agreement will be made in accordance with section 207 of the Fair Work Act 2009.

12. Dispute Resolution Procedure

12.1. Where a dispute arises about a matter arising under the agreement or the National Employment Standards the procedure contained in this clause will be followed.

12.2. A dispute may be notified by an employee, the NTEU or the SSU.

12.3. An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.

12.4. In the first instance, the parties to the dispute or nominated representative must notify that a dispute exists.

12.5. The parties to the dispute or nominated representative must try to resolve the dispute. The parties to the dispute will discuss the dispute and attempt to reach agreement.

12.6. If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to Fair Work Commission.

12.7. The Fair Work Commission may deal with the dispute in 2 stages:

12.7.1. the Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and

12.7.2. if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:

(i) arbitrate the dispute; and

(ii) make a determination that is binding on the parties.

12.8. Until these procedures have been exhausted:

12.8.1. Work shall continue in the normal manner;

12.8.2. No industrial action shall be taken by SSU or the Union;

12.8.3. Management shall not change work, staffing or the organisation of work if such is the subject of the dispute, nor take any other action likely to exacerbate the dispute; and

12.8.4. The subject matter of the dispute shall not be taken to the Fair Work Commission by the Union or management.

12.9. The parties agree that the FWC can resolve the dispute and that they will be bound by any recommendation, decision or order of the Commission.

12.10. Nothing in this clause prevents the parties agreeing to refer an unresolved dispute to a third party other than the FWC, in which case the parties agree to be bound by any decision, order or recommendation of that third party.

13. Supervision

13.1. Staff acknowledge the role of students in setting the objectives and priorities of SSU. Management

of staff remains solely within the authority of the Executive Officer and the staff management structure.

- 13.2. Staff are accountable to, and take direction from their supervisor in the first instance, and ultimately the Executive Officer or a member of staff acting in that position.
- 13.3. Staff are not accountable to, and do not take direction from students either as individuals, office bearers or as committees.
- 13.4. All decisions of student committees that have implications for the work of staff will be brought to the attention of the Executive Officer who is responsible for the direction of staff work.
- 13.5. Students or student committees that have any concerns or complaints with regard to the work of staff must take these up with the Executive Officer who is responsible for the direction of staff.
- 13.6. SSU will take reasonable steps to ensure that student representatives do not have access to staff work areas without the relevant staff members' approval.

PART 2 — TERMS AND CONDITIONS OF EMPLOYMENT

14. Mode of Employment

SSU shall engage a person on one of the following bases:

- (i) A continuing, full-time or part-time basis;
- (ii) a fixed term, full-time or part-time basis in accordance with one of the circumstances set out in this agreement;
- (iii) on a casual basis in accordance with one of the provisions of this agreement

Each employee prior to the commencement of their employment shall be given a Letter of Appointment which shall state: the position to which the employee is appointed, commencing salary, commencement date, hours of work, the duties of the position and the conditions of employment.

14.1. Fixed-Term Employment

- 14.1.1. Fixed-term employment may only apply in the following circumstances:
 - 14.1.1.1. Where the position is funded from a specific purpose grant for a project of limited duration;
 - 14.1.1.2. Where the position is vacant as a result of an employee's absence on leave (paid and/or unpaid) or secondment;
 - 14.1.1.3. Where the position is of a temporary nature and limited duration for the purpose of undertaking a specific project or task for a period of not more than twelve (12) months;
 - 14.1.1.4. For an internally funded project where the maximum duration is twelve (12) months.
- 14.1.2. Where a Fixed-Term employee, during the term of employment, is notified by the Executive Officer that there is to be renewal of the contract or permanent employment, the Executive Officer shall ensure that there is no break in employment.
- 14.1.3. Employment on a Fixed-Term contract shall count as service for all purposes.
- 14.1.4. A Fixed-Term employee may be employed on either a full time or part time basis.
- 14.1.5. A Fixed-Term employee shall be entitled to all the provisions of this Agreement, except for Clause 25 Redundancy. Entitlements for part time Fixed-Term employees shall be calculated on a pro-rata basis.
- 14.1.6. Where a Fixed-Term employee is immediately after or during the course of their term of appointment employed by SSU on a permanent appointment the

employee's period of contract service shall count in full for all purposes.

14.1.7. Upon engagement, a contract employee shall be given a letter which sets out the following:

- (a) Date of commencement
- (b) Date of termination
- (c) Classification
- (d) Wage rate of the employee
- (e) Terms and conditions of employment

14.1.8. The maximum duration of a fixed term contract is two years.

14.2. Casual Employee

14.2.1. "Casual Employee/s" shall mean employees engaged by the hour to fill short-term vacancies on an ad hoc basis or to meet peaks in workloads. Casual employees should not be employed for a continuous period of six months or more.

14.2.2. A casual employee shall be paid for a minimum of three hours for each attendance whether or not the time for which the person is hired is less than three hours, except where clause 14.2.3 applies.

14.2.3. An enrolled student of Swinburne University of Technology who is employed on a casual basis shall be paid for a minimum of 1 (one) hour for each attendance whether or not the time for which the person is hired is less than 1 (one) hour, unless the Executive Officer agrees to pay the employee in accordance with sub-clause 14.2.2.

14.2.4. A casual employee shall be paid per hour the ordinary rate plus 25%.

14.2.5. A casual employee shall not be entitled to payment for any of the holidays prescribed by clause 38 unless the employee is required to work on such a day and shall not be entitled to paid leave.

15. Probation

- 15.1. All ongoing and fixed-term appointments may be subject to a period of probation - provided that an existing employee who is re-appointed or appointed to another position within SSU shall not be required to serve a new probationary period.
- 15.2. At the time of appointment on probation new employees are to be provided with a copy of the procedures to apply (as below).
- 15.3. The purpose of probation is to provide new employees with an induction to SSU and to ascertain whether an appointee meets the standards required of the position.
- 15.4. The length of the probationary period shall be six months.
- 15.5. Probationary employees shall receive all the benefits and entitlements of this Agreement, except that
- (a) SSU superannuation contribution above statutory entitlement accrues upon successful completion of the probationary period, backdated to commencement of employment;
 - (b) Personal leave entitlement without a medical certificate is 2 days during probation period. Upon successful completion of probationary period, the remaining days that may be taken without a certificate under clause 40.5 will become available.
- 15.6. Probation Procedure
- 15.6.1. Induction
- Within a week of commencement the supervisor shall meet with the employee to:
- (a) explain the probation procedures to be followed and check that the employee has been provided with a copy of these procedures;

- (b) ensure that the employee has been provided with a copy of their position description and discuss the objectives, requirements, functions and key responsibilities of the position, including relevant job training options;
- (c) ensure that the employee is introduced to colleagues, has the functions of the position explained, is informed of the procedural aspects of the job, administrative systems and the objectives and functions of the workplace; and
- (d) establish the probation program timetable for the formal monthly meetings over the entire probation period.

A jointly signed statement shall be made at the end of this meeting, summarising the matters discussed.

15.6.2. Monthly Review

Throughout the probation period the supervisor and employee will meet together monthly, according to the established meeting timetable. The purpose of the meetings is for the supervisor and the employee to:

- (a) review progress;
- (b) discuss problems and concerns;
- (c) provide assistance and advice;
- (d) identify training needs;
- (e) clarify the requirements of the position.

15.6.3. Records of Interview

- 15.6.3.1. A written and signed record shall be kept of all probation meetings. The employee's signature shall indicate only that they have read the record. A copy of these reports shall be provided to the employee.
- 15.6.3.2. Records of such meetings shall be placed on an employee's personal file with a copy provided to the employee.
- 15.6.3.3. Where probation reports indicate concerns, further support, advice and assistance must be provided in addition to the monthly meetings and this document (probation procedures) will again be drawn to the attention of the employee.

15.6.4. Final Meeting

- 15.6.4.1. The final meeting shall be held to evaluate the probationary period. The supervisor shall inform the employee of their recommendation concerning the employee's ongoing appointment on completion of the probationary period. The recommendation shall be that:
 - (i) the appointment be confirmed; or
 - (ii) the probation be extended for a further period of up to two months; or
 - (iii) the appointment be terminated.
- 15.6.4.2. The recommendation to the Executive Officer shall include a signed statement by the employee and the supervisor indicating that the report and the recommendation have been discussed with the employee.

- 15.7. An employee may only be dismissed during the probationary period in accordance with these procedures, except in the case of serious and willful misconduct or clear inability to perform the tasks required in the position, in which case the procedures of clause 15.6.4.1 shall be undertaken.

15.8. The probationary period shall not be extended more than once.

16. Notice of Termination

16.1. An employee may terminate their appointment by giving the following notice in writing:

Period of Continuous Service	Period of Notice
2 years or less	2 weeks
more than 2 years	4 weeks.

16.2. SSU may approve a lesser period of notice.

16.3. A written statement of service shall be provided at the request of the employee.

17. Classification Process

17.1. Existing position descriptions will be examined and updated as necessary or as requested by the incumbent.

17.2. Evaluation against the classification descriptors will be carried out on a case by case basis.

17.3. The job-holder will be informed of the outcome of this process and adjustment to salary made if appropriate.

17.4. If an incumbent disputes the classification level, he/she may appeal the classification they may utilize the Dispute Resolution Procedures.

18. Grievance Procedure

18.1. This clause shall apply where there is conflict or disagreement between an employee and their supervisor, other employees or student representatives.

18.2. The principles to be observed in the conduct of any grievance procedures are:

- (a) to ensure fair and consistent treatment for staff;
- (b) to give prompt consideration to complaints; and
- (c) to promote resolution of grievances at SSU level where possible whilst minimizing any possible disruption to SSU operations.

18.3. This Grievance Procedure is available to all SSU employees provided that the use by casually employed staff of the process shall not in itself provide reason for an extension of the casual employment period.

18.4. A grievance may relate to any matter arising from the employment of a staff member other than:

- 18.4.1. those matters which are dealt with specifically in this Agreement; or
- 18.4.2. those matters which fall within the province of relevant legislation (eg. discrimination under the Equal Opportunity Act, the Occupational Health and Safety Act.

18.5. In the first instance every effort should be made to resolve the grievance at an informal level where appropriate.

18.6. At each level of the process the employee concerned shall have the right to the assistance of a representative of their choice including representation from the Union.

18.7. The employee shall raise the grievance with their immediate supervisor. The employee will advise the supervisor in writing of the substance of the grievance and the remedy sought. If the employee feels that they cannot raise the issue with their supervisor, they can take their grievance to their supervisor's manager

18.8. Where a grievance is not settled by conciliation at the informal level, the nature of the grievance should be conveyed formally in writing to Executive Officer for action. The nature of

any response by the Executive Officer is to be notified in writing to the employee within 5 working days of formal notification.

- 18.9. If the grievance remains unresolved then the parties will seek the assistance of an agreed independent third party to mediate between them. If the grievance cannot be resolved through mediation the independent third party will be asked to recommend an outcome.
- 18.10. If settlement is reached at any stage in the formal process, the parties to the grievance shall exchange signed statements of agreement.
- 18.11. Should the grievance not be resolved by these procedures either party may refer the matter to Fair Work Commission.
- 18.12. The parties will concur with any recommendation, decision or order of Fair Work Commission.
- 18.13. Nothing in this clause prevents the parties agreeing to refer an unresolved dispute to a third party other than the Fair Work Commission. The parties agree to be bound by any decision, order or recommendation of the third party.

19. Disciplinary Procedures

- 19.1. 'Disciplinary Procedures' refers to action taken by SSU in light of unsatisfactory or inadequate performance or conduct by an employee for which the following steps may be followed.
- 19.2. If such performance or conduct arises from recklessness, or negligent action by the employee, this will be regarded as 'misconduct'. In cases of particularly 'serious misconduct' disciplinary procedures may be advanced to sub-clause 19.9 for immediate attention.
- 19.3. Serious Misconduct means serious misbehaviour of a kind that constitutes a serious impediment to the carrying out of a staff member's duties, or to other staff carrying out their duties, or a serious dereliction of duties. Examples of conduct which may constitute Serious Misconduct are:
 - a serious breach of a Code of Conduct;
 - theft;
 - fraud;
 - assault;
 - serious or repeated bullying or harassment, including sexual harassment;
 - persistent or repeated acts of Misconduct; or
 - conviction of an offence that constitutes a serious impediment to the carrying out of a staff member's duties.
- 19.4. In all other circumstances where SSU considers that disciplinary action is necessary SSU shall instigate a meeting with the employee to discuss its concerns and establish if disciplinary action should be taken. If so, proceed to clause 19.5.
- 19.5. If the matter is deemed to require disciplinary action, a verbal warning only may be issued. This warning should include advice to the employee as to how they may improve or alter their performance. An appropriate timeframe for rectification must be included. If the employee so wishes, an NTEU or other representative may accompany them.
- 19.6. Where the problem for which the employee has received a verbal warning persists or re-occurs, SSU may issue a 'first written warning'. The warning shall specify the reasons for the warning and detail how the employee shall improve or alter their performance. An appropriate timeframe for rectification must be included.
- 19.7. SSU shall then instigate a meeting with the employee to discuss the written notice and reach agreement on the improvement required. If the employee so wishes, an NTEU or other representative may accompany them to this meeting. Such agreement shall be appended to the written warning, together with an agreed timeframe for reviewing compliance with the agreed action. A copy of the warning will be given to the employee and placed on their personal file. If no further disciplinary action occurs such record will be destroyed after 6

months, or after 12 months if the performance issue is deemed to be 'misconduct', or after 24 months for matters deemed 'serious misconduct'.

- 19.8. Where the problem for which an employee has received a first written warning persists or re-occurs the procedure set out in sub-clause 19.7 above shall be followed again but the written warning will be a 'final written warning'. An appropriate timeframe for rectification must be included.
- 19.9. If the matter is still not resolved after the completion of the review period agreed to for the final written warning, SSU may terminate the employment of the employee giving appropriate notice of payment in lieu of notice. Except in cases of serious and wilful misconduct, no action to terminate the services of an employee shall be commenced before disciplinary procedures have been carried out.
- 19.10. In the event that a dispute arises regarding the implementation of clause 19.9, the following procedure may be initiated:
- At the conclusion of the disciplinary process, the employee will be given a copy of the findings and may contest them in writing within 5 working days of their receipt, directly to the Executive Officer.
- The SSU will have 5 working days to consider the matter and advise the staff member whether:
- (a) The decision is confirmed, or
 - (b) The decision is amended and how, or
 - (c) The decision is rejected outright.

20. Flexibility Arrangements (48/52 Week Employment Cycle)

- 20.1. This Clause constitutes the flexibility term referred to in section 202 of the FW Act.
- 20.2. An employee and the SSU may agree to make an individual flexibility arrangement to vary the effect of terms of this Agreement which will be confined to a 48/52 arrangement (varying the effect of sub-clause 33.3) as follows:
- 20.3. Overview**
- The 48-week year is a scheme under which a full-time employee may work 44 weeks of an agreed twelve-month period. Within that 12-month period an employee will be entitled to have four weeks of paid leave in addition to the normal four weeks annual leave, with a commensurate reduction in salary. Approval of participation by any employee is at the sole discretion of the employer.
- 20.4. Policy**
- (a) All full-time employees are eligible to apply to their supervisor for approval to work a 48-week year.
 - (b) Approval from the employee's supervisor must be obtained prior to final approval being given by the Executive Officer.
 - (c) Participation in the 48-week year scheme is for periods of one year agreed annually.
 - (d) When an employee is granted a 48-week year, their salary will be paid at the full time rate of 48/52 salary for that twelve month period.
 - (e) All periods of paid leave, (except Long Service Leave), taken during a 48-week scheme will be paid at the full time rate of 48/52 salary for that twelve month period.
 - (f) Periods of long service leave taken during a 48-week scheme will be paid at the full time 48/52 rate or at a lesser, appropriate rate for long service leave on half pay or where an employee's average employment fraction does not entitle them to be paid at the higher rate.

- (g) During a 48-week scheme annual, and long service leave will continue to accrue at the normal full-time rate.
- (h) All eight week's leave must be taken during the period for which approval to participate in the scheme has been given.
- (i) During a 48-week scheme a participating employee may reduce superannuation contributions to a level based upon the actual salary paid to them for that year. If an employee wishes to maintain superannuation contributions at a notional full-time rate, they must obtain the approval of their supervisor and the Executive Officer.
- (j) Employees' participation in the scheme is voluntary. No employee currently employed on a full time basis shall be required to work under the 48/52-week year scheme, or be transferred to another position to enable the 48/52 scheme to be implemented.

20.5. Procedures

- (a) Applications for the 48-week year scheme must be made in writing to the employee's Supervisor. Once approval from the employee's supervisor has been received, final approval is given by the Executive Officer.
- (b) Applications for the 48-week year scheme must contain the following information:
 - the proposed dates of all annual leave to be taken during the year;
 - the proposed dates of the additional paid leave to be taken during the year;
 - an indication of the employees' preference regarding the level of superannuation contributions during the year.

20.6. SSU must ensure that:

- (a) the arrangement meets the genuine needs of the SSU and employee in relation to the matter mentioned in sub-clause 33.3;
- (b) the arrangement is genuinely agreed to by the employer and employee;
- (c) agreement to a flexibility arrangement may not be a precondition for employment;
- (d) the employee is advised that they are entitled to have a Representative negotiate a flexibility arrangement on their behalf, providing that the arrangement does not require the consent of a third party as specified in section 203(5) of the FW Act; and
- (e) the employee and their Representative must have at least three (3) working days to consider the proposal.

20.7. SSU must ensure that the terms of the individual flexibility arrangement:

- (a) are about permitted matters under section 172 of the FW Act;
- (b) are not unlawful terms under section 194 of the FW Act; and
- (c) result in the employee being better off overall than the employee would be if no arrangement was made.

20.8. SSU must ensure that the individual flexibility arrangement:

- (a) is in writing;
- (b) includes the name of the SSU and of the employee;
- (c) is signed by the SSU and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee;
- (d) includes details of:
 - (i) the terms of this Agreement that will be varied by the arrangement; and(ii) how the arrangement will vary the effect of the terms; and
 - (ii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and

(iii) states the day on which the arrangement commences.

20.9. SSU must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to, and keep the agreement as a time and wages record.

20.10. SSU or employee may terminate the individual flexibility arrangement:

- (a) by giving no more than 28 days written notice to the other party to the arrangement; or
- (b) if the employer and employee agree in writing — at any time.

21. Childcare

21.1. Where an employee responsible for a child needs to bring the child to their workplace due to unforeseen circumstances they may do so by agreement with their manager.

21.2. SSU shall pay for all child care costs incurred by an employee who is required to work overtime, providing that SSU has approved these costs before requiring the employee to work the overtime.

22. Equal Opportunity

22.1. SSU is committed to equal opportunity in employment. This commitment is consistent with the principles of equity, fairness and conforms to the spirit and intent of equal opportunity, anti-discrimination and affirmative action legislation.

22.2. SSU accepts its responsibility to create a work environment free from discrimination and to ensure that the principle of merit operates unhindered by criteria prescribed by this clause.

22.3. In accordance with relevant anti-discrimination legislation, SSU will not discriminate on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, trade union membership & activity, national extraction or social origin and will work to help prevent and eliminate any such discrimination.

22.4. Nothing in this clause shall derogate from the right of an employee or SSU to pursue a matter of discrimination in any State or Federal jurisdiction, including by application to the Human Rights and Equal Opportunity Commission.

23. Aboriginal and Torres Strait Islander (ATSI) Employment

23.1. SSU is committed to the objective of increased employment and development opportunities for ATSI Australians. In pursuit of this objective, the following principles will apply:

23.2. That respect and consideration be given to the validity of the cultural, social and religious systems practiced by ATSI Australians, and as far as possible support shall be given to strengthen cultural practices and identity which also recognises and respects the diversity within Indigenous Australian culture.

23.3. That participation of ATSI Australians in activities of a cultural or ceremonial nature be recognised as having a direct impact on the effectiveness of ATSI people as employees, and is therefore of direct benefit to the employer.

23.4. It is recognised that the general working environment requires the redress of past social injustice, exploitation and Indigenous employment inequity. Consistent with principles of ATDSI self-determination, social and restorative justice, and cultural affirmation, SSU is therefore committed to the development and implementation of an ATSI employment strategy which seeks to:

- (a) maximise staff development along with the transfer of job skills and information in order to increase ATSI knowledge, independence, remuneration, job security and self sufficiency;
- (b) encourage and foster ATSI employment and participation at all levels of work

activity; and

- (c) facilitate and encourage the direct involvement of Indigenous employees in determining their own career strategies, goals and objectives.
- 23.5. Both SSU and employees shall maintain as their goal a continued improvement in the efficiency and effectiveness of their work consistent with these principles.

24. Occupational Health and Safety

- 24.1. SSU is committed to a safe and responsible workplace and will ensure that:
- 24.1.1. all OH&S responsibilities are clearly defined and include the provision of sufficient information in order to provide a safe work environment;
 - 24.1.2. there be compliance with all applicable health and safety legislation, policies and procedures;
 - 24.1.3. regular safety inspections occur to identify potential hazards and ensure a safe and hygienic workplace;
 - 24.1.4. access to appropriate training where required;
 - 24.1.5. the maintenance of a database of staff details, training and incidents;
 - 24.1.6. all reported incidents are fully investigated and preventative measures implemented;
- 24.2. SSU will fully fund the training of elected health and safety representatives at an approved and appropriate OH&S training program.
- 24.3. SSU recognises that many areas of its operation require the presence of someone with First Aid qualifications, and will ensure that a sufficient number of staff at appropriate locations are trained in First Aid to Level 2. SSU will financially support the development and maintenance of skills at this level.
- 24.4. SSU will provide a \$15 rebate for each staff member who provides evidence of having paid for a flu vaccination in that year.

25. Redundancy

25.1. Advice of Redundancy

- 25.1.1. Where it appears to SSU that the circumstances of the organisation are such that it is necessary, or likely to be necessary, to make an employee or employees covered by this agreement redundant, the Executive Officer shall immediately advise the NTEU. A meeting of the Joint Consultative Committee shall be convened and SSU shall provide all relevant details, together with a written statement of reasons for redundancy to the Committee and to the employees concerned.

25.2. Notice Period

- 25.2.1. An employee who is made redundant must be given three months notice in writing by the Executive Officer.
- 25.2.2. An employee who has been given formal notice of redundancy shall be entitled to be retained as an employee for the notice period referred to in this clause, unless SSU pays out the notice period in which case any benefits that the employee would have become entitled to during the notice period will be honored by SSU.
- 25.2.3. An employee who has received notice in accordance with sub-clause 25.2.1 may work out the notice period where this is agreed to by SSU, or may terminate their employment at any time during the period on 1 weeks notice to the employer of his or her intention to terminate.

25.3. Redeployment

- 25.3.1. During the 3 months following the date of advice of redundancy, SSU shall in consultation with the Union:
- (a) examine measures that could be taken to avoid retrenchment;
 - (b) take reasonable steps to re-deploy an employee, who has received notice in accordance with clause 25.2 into a position of the same status and pay with SSU;
 - (c) examine options for retraining;
 - (d) arrange career counselling for the employee if requested;
 - (e) offer the employee redeployment to a suitable vacant position within SSU where such a position exists.
- 25.3.2. Where redeployment options listed in clause 25.3.1 are provided in lieu of severance, an employee shall have 2 weeks in which to indicate acceptance or rejection of the offers. If redeployment is offered to the employee, he or she is not obliged to accept the offer.
- 25.3.3. An employee who has not been redeployed by the end of the notice period shall be retrenched and shall be paid the severance payments prescribed in sub-clause 25.5.

25.4. Time Off Work During Period of Notice

- 25.4.1. An employee who has received notice in accordance with sub-clause 25.2 of this Agreement shall be granted reasonable leave with full pay to investigate alternative job offers or to seek appropriate advice or counselling on early retirement.

25.5. Severance Payments

- 25.5.1. An employee who is retrenched shall be paid the following standard severance entitlements:
- (a) payment in lieu of any remaining portion of the notice period;
 - (b) pro-rata accrued annual leave entitlements plus 17.5% annual leave loading;
 - (c) four weeks pay per year of service pro-rata to the completed month, provided that such payment shall not exceed the amount which the employee would have earned if employment had proceeded to the employee's normal retirement date;
 - (d) pro-rata long service leave for employees with more than one year's continuous service.
- 25.5.2. An employee's entitlement to a payment under sub-clause 25.5.1 ceases if the employee accepts an offer of redeployment, pursuant to sub-clause 25.3, with the employer.

25.6. Exclusion of Certain Employment

- 25.6.1. The provisions of this Agreement pertaining to redundancy shall not apply to:
- (a) casual employees; or
 - (b) the termination of persons engaged for a fixed term by the expiration of that term.

PART 3 — WAGES AND ALLOWANCES

26. Salary Increases

- 26.1. Current salary rates are set out in column 1 of Schedule A of this Agreement.

- 26.2. A 3.3% salary increase will be payable from 1 January 2016. The salaries are set out in column 2 of Schedule A of this Agreement.
- 26.3. A 3.3% salary increase will be payable from 1 January 2017. The salaries are set out in column 3 of Schedule A.
- 26.4. A 3.3 % salary increase will be payable from 1 January 2018. The salaries are set out in column 4 of Schedule A.
- 26.5. A 3.3% salary increase will be payable from 1 January 2019. The salaries are set out in column 5 of Schedule A.

27. Superannuation

- 27.1. SSU will contribute the statutory percentage (currently 9.5%) of the employee's salary into the UniSuper (Superannuation Scheme) in accordance with the Compulsory Superannuation Contribution Scheme, or into a scheme nominated in accordance with 27.3. SSU will vary this amount in accordance with any changes to the contribution rate required by the Compulsory Superannuation Contribution Scheme.
- 27.2. In addition to 27.1, from the date of completion of the probation period, SSU will provide a further 7.5% superannuation payment into the relevant scheme to bring the total amount of superannuation payable to 17%, back dated to commencement.
- 27.3. An employee may nominate to have their superannuation contributions paid to an alternative superannuation scheme(s).

28. Higher Duties Allowance

- 28.1. An employee who is required to act in a position of higher classification than that which the employee occupies shall be paid an allowance computed in accordance with this clause.
- 28.2. An employee shall be eligible for payment of a Higher Duties Allowance where the period of acting service in the higher position is continuous for a period of more than two consecutive working weeks.
- 28.3. For the purpose of this clause a holiday shall count as part of the qualifying period.
- 28.4. Higher Duties Allowance shall be payable from the date the employee commenced the higher duties.
- 28.5. Where an employee performs the full duties of a higher office the employee shall be paid an allowance equal to the difference between the salary of the employee and the salary payable had the employee been promoted to the higher office.
- 28.6. Where an employee who is performing the duties of a higher office is permanently promoted to that office the employee shall not suffer any reduction in remuneration and shall receive the same increments as if the employee had during the period of temporary service in the higher office been the permanent occupant of that office.
- 28.7. An employee who at the time of proceeding on approved leave with pay (other than long service leave) was in receipt of an allowance under this clause shall continue to be paid such an allowance for the leave period.
- 28.8. An allowance payable to an employee under this clause shall be regarded as salary for the purposes of calculating all other types of allowance including overtime.
- 28.9. An employee shall not be penalised in any way for a refusal to perform higher duties.

29. Annual Leave Loading

- 29.1. Notwithstanding anything elsewhere contained in any act, award, regulation, award, agreement, order or the like, an employee shall be entitled to an annual leave (bonus) payment equal to 17.5% of four weeks salary on the pay day preceding 31 December, subject

to a maximum payment of the equivalent of the Commonwealth Statistician's average weekly total earnings of all males (Australia) for the September quarter preceding the date of accrual.

- 29.2. An employee whose employment commenced after 1st January in any year shall in respect of annual leave for the period of employment up to the following 31st December be entitled on the pay day preceding the following 1st January to pro-rata payment of the amount payable under sub-clause 29.1 thereof for the number of completed months of continuous service in that year subject to the maximum payment being in the proportion that such number of months bears to twelve months.
- 29.3. An employee whose employment is terminated prior to 31st December in any year shall in respect of annual leave for the period up to the date of termination of employment be entitled to pro-rata payment of the amount payable under sub-clause 29.1 hereof for the number of completed months of continuous service in that year subject to the maximum payment being in proportion that such number of months bears to twelve months.

30. Travel Allowances

- 30.1. Unless otherwise authorised an employee required by SSU to travel on SSU business shall travel by an SSU supplied vehicle or taxi or other agreed mode of transport.
- 30.2. Where an employee is authorised by SSU to use the employee's privately owned or hired vehicle for official purposes, he/she shall be paid an allowance in accordance with Schedule B. This amount shall be considered full and complete reimbursement for all out of pocket expenses related to that travel including, but not limited to, depreciation, fuel, comprehensive vehicle insurance including excess, roadside service membership, cleaning, vehicle maintenance and any out of pocket expenses associated with vehicle breakdown or accident.
- 30.3. All staff who are required to travel on SSU business in the Melbourne Metropolitan area, or between other tertiary institutions, or as otherwise directed, shall be entitled to claim for public transport costs.
- 30.4. Time spent by an employee travelling on SSU business shall count as time worked by the employee.
- 30.5. All staff required to travel intra or interstate on SSU business shall be entitled to the following:
- (a) Reimbursement for actual fares incurred. For interstate travel SSU will pay for economy class airfares.
 - (b) Where an employee is required to obtain overnight accommodation on official business SSU will pay for the costs of appropriate accommodation.
 - (c) Meal allowances will be paid at the current rates identified in Schedule B.
 - (d) Incidental allowances to cover out of pocket expenses will be paid at the current rates identified in Schedule B.
- 30.6. When an employee is required to travel on SSU business, SSU will arrange to pay directly for substantial expenses such as interstate fares and accommodation or, if this is not done, advance to the employee an amount sufficient to cover those expenses.
- 30.7. Reimbursement of any other unforeseen expenses incurred shall be subject to approval by the Executive Officer.

31. Payment of Salary

- 31.1. Employees shall be paid a salary within the salary range assigned to that classification or position as outlined in Schedule A of this agreement.
- 31.2. The salary payable to an employee shall be payable weekly and may be made by Electronic Funds Transfer.

- 31.3. On the day salary payment is due, each employee shall receive a document in writing setting out particulars of the payments made and of any deductions made therefrom.
- 31.4. Payment for overtime worked by an employee shall be made to the employee no later than the pay day of the pay period immediately following the work cycle in which the overtime was worked.
- 31.5. An underpayment to an employee shall be corrected and full payment made to the employee within two working days except by mutual agreement.
- 31.6. Where the normal day for payment of salaries falls on a day prescribed as a holiday by clause 38, salaries shall be paid not later than the day on which SSU is open for business immediately preceding that holiday.

32. Salary Packaging

- 32.1. The provisions of this clause shall be available to all ongoing and fixed-term contract employees, provided that the fixed-term contract is for a minimum period of 12 months. Remuneration packaging is not available to casual employees.
- 32.2. SSU shall provide to employees a remuneration package which involves the employee reducing part of their salary applicable under this Agreement in return for non-cash benefits. The remuneration package will require the employee to meet the full cost of the provision of such benefits and associated taxation and administration costs, provided that any payroll tax savings will be passed onto the employee.
- 32.3. The implementation of a salary packaging arrangement shall be subject to the provisions of the Income Tax Assessment Act.
- 32.4. Benefits available will be determined by mutual agreement between the employee and the Salary Packaging provider.
- 32.5. Notwithstanding anything contained in this clause, the salary as specified in Schedule A of this Agreement, shall be used as the basis for calculation of all entitlements, including:
 - (a) employer contributions to superannuation;
 - (b) payments of accrued annual leave and long service leave on termination;
 - (c) severance payments including redundancy benefits;
 - (d) overtime and shift penalties;
 - (e) trade union dues;
 - (f) annual leave loading entitlements.
- 32.6. The value of the employee's remuneration package and its terms and conditions shall be recorded in a written agreement between SSU and the employee.
- 32.7. Participation in the remuneration packaging scheme shall be voluntary.
- 32.8. The employee can withdraw from the salary packaging at any time by notifying SSU in writing.

PART 4 — HOURS OF WORK AND OVERTIME

33. Hours of Duty

- 33.1. The ordinary hours of duty for employees shall be determined by SSU in accordance with this clause.
- 33.2. The ordinary hours of duty for full-time employees shall not exceed 73 1/2 hours over a 14 day work cycle. This will usually be worked as 7 hours 21 minutes per day, at times agreed between the employee and their manager, but can be worked in other arrangements over the fortnight as mutually agreed, providing this is consistent with other clauses in this section

(Part 4).

- 33.3. A part-time employee shall be paid pro rata according to the number of hours worked based on the weekly rate prescribed by this Agreement for a full-time employee at the same classification.
- 33.4. The ordinary hours of duty for part-time employees shall not exceed the hours per fortnight specified in the employee's letter of appointment.
- 33.5. The ordinary hours of duty include paid daily morning and afternoon tea breaks of 10 minutes each.
- 33.6. The span of hours during which the ordinary hours of duty shall be worked are:
 - (a) on any or all of the days of the week, Monday to Friday; and
 - (b) continuously, except for meal breaks, between 8 am and 6 pm.

34. Meal Breaks

- 34.1. An employee shall not be required to work more than 5 consecutive hours without a break for a meal.
- 34.2. A meal break shall be at least 30 minutes and not more than one hour.
- 34.3. Time taken as meal breaks shall not be paid for and shall not be counted as time worked.

35. Overtime

- 35.1. An employee may, from time to time, be asked by his or her immediate supervisor to work additional hours in excess or outside of their ordinary hours of duty. The employee is required to work these hours unless the request is unreasonable in the circumstances, or the employee is prevented by family or religious obligations, illness or other reasonable excuse from complying with the request. If the employee believes the request is unreasonable the matter will be referred to the Executive Officer for determination.
- 35.2. All authorised time worked by the employee in excess or outside of their ordinary hours of duty shall be overtime and shall be paid for in accordance with this clause, subject to overtime payment not applying for time worked in accordance with clause 36 'Time Off In Lieu.'
- 35.3. Where the ordinary hours of duty are fixed, each day's work shall stand alone in computing overtime and overtime rates shall, subject to clause 36 'Time Off In Lieu', apply to all time worked in excess of the fixed hours.
- 35.4. Any period of overtime which is continuous with ordinary duty and which extends beyond midnight shall be deemed to have been performed on the day the overtime commenced.
- 35.5. Where overtime is not continuous with ordinary 35.8 duty and involves duty before and after midnight, the overtime shall be deemed to have been worked on the day for which the higher rate is payable.
- 35.6. Overtime shall be calculated to the nearest quarter of an hour of the total amount of overtime worked in a work cycle.
- 35.7. An employee in receipt of a salary in excess of that prescribed for the top sub-division of SUE 7 shall not be eligible to receive payment for overtime but shall be allowed time off equivalent to the period of overtime worked.
- 35.8. The following rates shall apply in respect of overtime:
 - (a) for overtime worked Monday to Saturday inclusive — ordinary rate plus 50% for the first 3 hours and ordinary rate plus 100% thereafter;
 - (b) for overtime worked on Sunday — ordinary rate plus 100%;
 - (c) overtime worked on a public holiday — ordinary rate plus 150%.

- 35.9. An employee in receipt of a salary not exceeding that prescribed for the top sub-division of SUE 7 may, by mutual agreement reached prior to overtime being worked, take time off in lieu of overtime payment (TOIL) such time off being calculated in the same manner as is prescribed in sub-clause 35.8 for payment for overtime worked.
- 35.10. An employee required to work overtime which is not continuous with ordinary duty shall receive a minimum of 3 hours payment in respect of that overtime notwithstanding the period of duty may be less than 3 hours.
- 35.11. Where more than one overtime attendance is involved the minimum payment provision shall not operate to increase the overtime payment beyond that which would have been payable had the employee remained on duty from the time of commencing one attendance to the time of ceasing a subsequent attendance.
- 35.12. Rest relief after overtime
- 35.12.1. An employee required to work so much overtime that there is not break of at least 10 consecutive hours plus reasonable travelling time between the cessation of one period of duty and the commencement of the next ordinary period of duty shall be released after completion of the overtime duty for a period of not less than 10 consecutive hours plus reasonable travelling time and such release shall be without any loss of pay for scheduled ordinary duty occurring during such absence.
- 35.12.2. An employee required by SSU to resume or continue work without having had at least 10 consecutive hours plus reasonable travelling time off duty shall be paid at ordinary rate plus 100% until released from duty for not less than 10 consecutive hours plus reasonable travelling time off duty and such release shall be without loss of pay for any scheduled ordinary duty occurring during such absence.
- 35.12.3. For the purpose of this clause "reasonable travelling time" shall mean the period of time normally required to travel from the place of residence of the employee to SSU and back.

36. Time Off In Lieu (TOIL)

- 36.1. Employees will be given the opportunity to arrange their work so as to accrue 15 days of TOIL annually (as per clause 36.7), to meet the needs of SSU and its members, pro-rata with their time fraction. Managers can require anticipated demand for work outside normal hours to take priority in making such arrangements.
- 36.2. All approved time worked in excess of ordinary hours of duty is by agreement between the employee and their manager. Where an employee is unable to contact their manager to gain approval before working the time, approval will be granted retrospectively providing that the time worked was in accordance with the policies established within the work area.
- 36.3. The number of days taken off during the year is not capped.
- 36.4. Accrued time may be planned out at the start of each Semester, with flexibility to change.
- 36.5. All time in lieu under this system is accrued at overtime rates.
- 36.6. The time of taking TOIL days shall be decided by agreement between the employee and his or her immediate supervisor. If the employee and immediate supervisor are unable to agree upon a suitable time the matter shall be referred to the Executive Officer for a decision.
- 36.7. TOIL Days are to be taken regularly throughout the year, at times that impact minimally upon service provision, such as during semester breaks, holiday periods and quieter times. Up to 3 days may be accrued to be used at the end of the year. Any days accrued in excess of 3 days must be taken within one month of accruing unless otherwise agreed with SSU.
- 36.8. If, despite every effort, it has not been possible for the employee to utilise their TOIL by 31 January of the following year, then it will be rolled over into that year or paid out, as agreed between the employee and their manager.

37. Job Sharing

- 37.1. SSU and NTEU agree to trial the following job-sharing arrangement during the life of this Agreement. During the final 12 months of this Agreement, the parties will review the outcomes of the job-sharing arrangement to consider whether it will be incorporated into the next enterprise agreement.
- 37.2. Job sharing is an arrangement where two employees voluntarily share all of the duties and responsibilities of a permanent full-time position. Job sharing is by necessity completely voluntary on the part of the job share partners. Employees who choose to job share will continue to participate in employee development programs such as performance appraisals, pay for performance and career development activities.
- 37.3. Access to job sharing:
 - 37.3.1. Job sharing will be available by agreement between the relevant manager and the employees concerned, where this meets the needs of all parties.
 - 37.3.2. SSU will coordinate employees' requests in relation to job sharing.
- 37.4. Hours of work
 - 37.4.1. The job sharers in conjunction with the appropriate manager will determine how the job is to be split and agree to hours within the designated spread of hours.
 - 37.4.2. The hours of work of the job share team shall not exceed standard hours per two-weekly cycle, except where paid as overtime or as accrued time.
 - 37.4.3. A job sharer's two-weekly cycle hours will be set as ordinary pattern of hours and will not be changed except by mutual consent of both job sharers and SSU.
- 37.5. Communication time
 - 37.5.1. Communication between the two job sharers of a position can be of vital importance in many positions. Where continuity is needed, each sharer's normal established hours should include time for mutual discussion, briefing or other means of communication.
- 37.6. Absences on leave
 - 37.6.1. In the case of a short-term casual absence such as personal leave of the job sharer's partner, the remaining job sharer may volunteer to relieve.
 - 37.6.2. Should leave be taken separately, the remaining job sharer may volunteer to relieve. Where organisational needs dictate that the absence of the job sharer be covered, it is seen as highly desirable that the remaining job sharer be prepared to relieve.
 - 37.6.3. Where a planned or structured absence of one job sharer is relieved by the remaining job sharer for less than a four weekly cycle, the aggregate number of hours worked by the remaining job sharer shall not exceed those of a full time employee.
- 37.7. Overtime
 - 37.7.1. A job sharer shall be paid overtime in respect to:
 - (a) time directed to be worked in excess of the ordinary pattern of hours for the four weekly cycle as stated in the job sharing agreement, and
 - (b) time for which a full-time employee would have received overtime. By agreement between SSU and the employee overtime may be taken as TOIL.
 - 37.7.2. A job sharer who volunteers to relieve in the other portion of the job sharing position during periods of personal leave, annual leave or other authorised absences shall, however, only be entitled to payment at single time for the periods when relief is given.
- 37.8. Salary and conditions of employment

- 37.8.1. Subject to this agreement, job sharers receive pro-rata pay and conditions including fringe benefits, for the relevant classification of the position filled in proportion to the hours worked by each job sharer.
- 37.9. Contract of employment and job sharing agreement
 - 37.9.1. The working arrangements and responsibilities for a particular position shall be mutually determined by SSU and both job sharers, including any variations in such working arrangements and responsibilities that may be required to be made from time to time.
 - 37.9.2. The contract of employment will incorporate such matters as the number of hours to be worked by each job sharer, when those hours are to be worked, overlap time and the job description for the position. The job description issued will be that prepared for the established position.
- 37.10. Variation of job sharing position
 - 37.10.1. The status, classification, nature and responsibility of a position shall not alter whether the position is being filled on a share or individual basis.
 - 37.10.2. An individual job sharer may indicate their intention to terminate a job sharing arrangement on the giving of four weeks' notice in writing to SSU, although at least 6 weeks notice is preferred.
 - 37.10.3. In the event one job sharer vacates the position for whatever reason, the remaining job sharer is to be provided with the option in the first instance of having sole appointment to the position and assuming all work and hours. If this is unacceptable to the employee who requests to continue on a job share basis, SSU will actively endeavour to find a new job share partner and a new agreement is to be negotiated. Alternatively, the remaining employee can be offered an opportunity to share in another position where this is available. If a new job share partner cannot be found and SSU then needs to fill the position on a full-time basis, a genuine effort will be made to re-deploy the remaining employee into a suitable role. Failing this, the employee may be in a redundancy situation.
 - 37.10.4. Where an employee has previously worked for SSU in a full or part-time capacity, that employee retains the option of returning permanently to their former mode of employment, whether part-time or full-time, provided that a suitable position is found.
- 37.11. Continuity of service
 - 37.11.1. A change in the mode of employment from full-time or part-time to job sharing or vice versa does not break continuity of employment or service. All accrued benefits are fully transferable from one mode of employment to another.

PART 5 — LEAVE

38. Public Holidays

- 38.1. An employee shall be entitled to the following holidays without loss of pay. In the Melbourne metropolitan area:

New Year's Day	Anzac Day
Australia Day	Queen's Birthday
Labour Day	Good Friday
Easter Monday	Christmas Day
Easter Tuesday	Boxing Day
Melbourne Cup Day	

and any other day or days as shall be granted in addition to or in lieu of any of these days by proclamation or Act of Parliament or Swinburne University of Technology.

38.2. Christmas Close Down

The time that SSU will be closed over the Christmas/New Year period will relate to other areas of Swinburne University of Technology, and will not exceed 10 working days.

39. Annual Leave Accrual

- 39.1. An employee shall be entitled to annual leave on full pay at the rate of twenty working days for each completed year of service from the date of appointment.
- 39.2. Where a public holiday occurs during the period an employee is absent on annual leave and such holiday is observed by SSU, no deduction shall be made for that day from the annual leave credits of the employee.
- 39.3. Where an employee with accrued personal leave credits is ill for two or more consecutive working days whilst absent on annual leave, the employee shall, provided that a certificate from a registered medical practitioner or a statutory declaration by the employee is submitted for the period of illness, be placed on personal leave and no deduction shall be made from annual leave credits for the days in question.
- 39.4. The time of taking annual leave shall be by mutual agreement between the employee and the Executive Officer provided that:
- (a) the employee shall be entitled to take up to twenty working days annual leave as a single continuous period;
 - (b) the employee may be granted annual leave in advance of the date on which the employee will accrue an entitlement to such leave;
 - (c) an employee must reserve sufficient annual leave to accommodate any period during the months of December and January when the employer is closed down;
- 39.5. An employee may accumulate annual leave up to a maximum of forty working days. In the event the balance exceeds forty working days, the Executive Officer may discuss with the employee the timing of taking annual leave with a view to reducing the balance to less than forty days within 12 months.
- 39.6. Where an employee resigns or retires or is dismissed or otherwise terminated from employment the employee shall receive payment in lieu of annual leave accrued but not taken provided that, in the event of termination of employment due to the employee's death, such payment shall be made to the legal representative of the employee. In all instances payment in lieu shall be for all annual leave accrued for each completed year of service plus a pro-rata amount for the current year of service calculated on a daily basis.

40. Personal Leave

- 40.1. An employee shall be entitled to personal leave on full pay at the rate of 15 days for each completed calendar year of service from the date of appointment. Such leave shall be credited twelve months in advance.
- 40.2. Personal leave shall accumulate if not taken.
- 40.3. Where a public holiday falls during a period when an employee is absent on personal leave and such holiday is observed by the employer, no deduction shall be made for that day from the personal leave credits of the employee.
- 40.4. All personal leave credits and debits shall be expressed in terms of full hours.
- 40.5. For any day of personal leave which forms part of a period in excess of three days during

which the employee is absent from work (including weekends and public holidays) or any period of absence in excess of six aggregate working days without a certificate in any year of service (two days whilst on probation), the employee shall furnish proof of illness to the employer. A certificate from a registered physiotherapist, registered medical practitioner, registered chiropractor, registered dentist, registered osteopath, registered optometrist, registered Naturopath, registered clinical or counseling psychologist or a statutory declaration by the employee shall be accepted as proof of illness. In the absence of such proof, the period of absence from duty shall be without pay or, at the request of the employee, shall be deducted from the annual leave credits of the employee.

- 40.6. An employee who contracts an infectious disease classified as notifiable to the Victorian Health Commission, or who is required by a medical practitioner to remain in isolation by reason of contact with a person suffering from a notifiable infectious disease, shall be granted isolation leave on full pay for the period that the employee is required to be absent and shall not have such leave deducted from personal leave credits.
- 40.7. In a situation where an employee due to special circumstances needs further personal leave beyond their accrued credits, the Executive Officer may grant additional paid personal leave.

41. Maternity Leave

- 41.1. A member of staff who has served for a continuous period of not less than twelve months and who provides the Executive Officer with a certificate from a registered medical practitioner stating that she is pregnant and specifying the day on which it is expected she will be delivered shall be entitled to:
- (a) leave on full pay for a continuous period of eighteen weeks to be taken within the period commencing six weeks prior to the expected date of delivery and concluding twenty-six weeks after the actual date of delivery;
 - (b) additional leave without pay as will bring the aggregate leave to a continuous period of twelve months. Such leave without pay shall be taken within the period from twenty weeks before the expected date of delivery to twelve months after the commencement of the period of paid leave.
- 41.2. A member of staff who has served for a continuous period of less than twelve months and who provides a certificate from a registered medical practitioner stating that she is pregnant and specifying the day on which it is expected she will be delivered shall be entitled to:
- (a) leave on full pay for a continuous period pro-rata for each month of service to be taken within the period commencing six weeks prior to the expected date of delivery and concluding twelve weeks after the actual date of delivery;
 - (b) additional leave without pay as will bring the aggregate leave to a continuous period of twelve months. Such leave without pay shall be taken within the period from twenty weeks before the expected date of delivery to twelve months after the commencement of the period of paid leave.
- 41.3. A member of staff on maternity leave may use accrued annual leave and long service leave credits to cover any of the period of leave without pay.
- 41.4. A member of staff on maternity leave who contracts an illness resulting from pregnancy or childbirth and such illness extends beyond the period of paid maternity leave shall upon the submission of a medical certificate or statutory declaration be entitled to be placed on personal leave for the period of illness subsequent to the date on which paid maternity leave expires.
- 41.5. SSU may direct a member of staff to commence maternity leave at any time within six weeks of the expected date of birth, provided that:
- (a) written notice of such direction of at least ten working days shall be given to the member of staff;

- (b) the member of staff shall be entitled to remain on duty upon the submission of a certificate from a registered medical practitioner stating that she is fit for work.
- 41.6. The member of staff shall provide written notice to SSU not less than four weeks preceding the date upon which she proposes to commence maternity leave stating the period of leave to be taken save that SSU may waive the requirement for notice in special circumstances.
- 41.7. A member of staff shall be entitled to extend the period of maternity leave provided that she provides written notice of fourteen days to SSU and the total period of leave is not in excess of the maximum aggregate period of entitlement to leave as per clauses 41.1 and 41.2 hereof. A request to reduce the period of leave originally specified under clause 41.6 hereof shall be subject to approval by SSU.
- 41.8. A member of staff shall confirm her intention to return to work by providing written notice to SSU of not less than four weeks prior to the expiration of the period of maternity leave or of the period of leave granted. Upon the expiration of the period of leave, the employee shall be entitled to resume work on a full-time or fractional-time basis as the case may be on her substantive classification and salary with duties commensurate with her qualifications and experience and as far as practicable similar to those performed by her prior to the taking of maternity leave.
- 41.9. Normal incremental advancement within salary classifications shall continue during maternity leave.
- 41.10. A member of staff whose pregnancy having proceeded for a period of not less than twenty weeks terminates by miscarriage or results in a still-born child shall be entitled to:
 - (a) paid leave as per clause 41.1 or 41.2 hereof as the case may be or where the member of staff has commenced such leave that period of paid leave outstanding;
 - (b) such leave without pay as will bring the aggregate leave to a continuous period not exceeding six calendar months or to such longer period as may be certified by a medical practitioner up to a maximum of twelve calendar months.
- 41.11. An employee employed on a short term contract whose contract expires during a period of paid maternity leave shall not be eligible for further maternity leave after the date of expiry of the contract unless she is re-employed on a permanent basis or on a further contract. The provision of maternity leave shall not be grounds for the termination of a contract or for a refusal by SSU to offer re-employment.
- 41.12. Subject to sub-clause 41.10, maternity leave applied for but not commenced shall be cancelled where the pregnancy of an employee terminates other than by birth of a living child.

42. Partner leave

- 42.1. A partner, which for the purpose of this clause shall apply to the father, a de facto spouse or the same-sex partner of the mother, who has accepted responsibility for the on-going care of a child shall be entitled to leave on full pay for ten consecutive working days or for a period which in the aggregate does not exceed ten working days. Such leave shall be taken within the period commencing in the week prior to the expected date of the birth of the child and concluding six weeks after the birth of the child or, in the case of adoption of a child, within six weeks from the date of placement.
- 42.2. A partner with at least 40 weeks continuous service with SSU shall be entitled to an unbroken period of 13 weeks leave on full pay, which includes any leave taken in 46.1 above, in order to be the primary caregiver of a newly-born child. This is to be taken at any time from 6 weeks from the date of confinement of the birthing parent provided that such leave shall not extend beyond the child's first birthday. This entitlement shall be reduced by any period of paid maternity leave taken by the employee's spouse/partner in relation to the same child and shall not be taken concurrently with that maternity leave.
- 42.3. For this clause 'primary caregiver' is defined as being the person solely responsible for looking

after the child during working hours whilst the mother of the child is at paid work or unable to look after the child for medical reasons.

- 42.4. A partner shall in addition be entitled to an unbroken period of up to 51 weeks unpaid leave in order to be the primary care-giver of a child provided that such leave shall not extend beyond the child's first birthday. This entitlement shall be reduced by any period of maternity leave taken by the employee's partner in relation to the same child and shall not be taken concurrently with that maternity leave.
- 42.5. The employee must produce, in relation to any period to be taken under clauses 42.2 and 42.4 hereof, a statutory declaration stating:
- (a) that he/she will take that period of partner leave to become the primary care-giver of a child;
 - (b) particulars of any period of maternity leave sought or taken by their partner; and
 - (c) that for the period of partner leave he/she will not engage in any conduct inconsistent with their contract of employment.
- 42.6. The employee shall, not less than ten weeks prior to each proposed period of leave, give SSU notice in writing stating the dates on which he/she proposes to start and finish the period or periods of leave and produce the required statutory declaration.
- 42.7. The employee shall not be in breach of this clause as a consequence of failure to give the notice required in clause 42.6 hereof if such failure is due to:
- (a) the birth occurring earlier than the expected date;
 - (b) the death of the mother of the child; or other compelling circumstances.
- 42.8. The employee shall immediately notify SSU of any change in the information provided pursuant to clauses 42.5 and 42.6 hereof.
- 42.9. Provided the maximum period of partner leave does not exceed the period to which the employee is entitled:
- (a) the period of partner leave taken under clause 42.4 may be lengthened by the employee giving not less than fourteen days' notice in writing to the Executive Officer stating the period by which the leave is to be lengthened;
 - (b) the period of partner leave taken under clause 42.4 may, with the consent of SSU, be shortened by the employee giving not less than fourteen days notice in writing stating the period by which the leave is to be shortened.
- 42.10. Partner leave, applied for but not commenced, shall be cancelled when the pregnancy of the employee's partner terminates other than by the birth of a living child.
- 42.11. Provided the aggregate of any leave, including leave taken under this clause, does not exceed the period to which the employee is entitled under clause 42.4 hereof, an employee may, in lieu of or in conjunction with partner leave, take any annual leave or long service leave or any part thereof to which he/she is entitled.
- 42.12. Paid personal leave or other paid authorised award absences (excluding annual leave or long service leave) shall not be available to an employee during their absence on partner leave.
- 42.13. A member of staff shall confirm an intention to return to work by providing written notice to the Executive Officer of not less than four weeks prior to the expiration of the period of partner leave.
- 42.14. An employee on partner leave shall have the right to return to the position and fraction of employment held prior to taking partner leave.
- 42.15. Normal incremental advancement within salary classifications shall continue during partner leave.
- 42.16. Subject to other relevant clauses in this agreement and the Award relating to Leave and Service, absence on unpaid parental leave shall not break the continuity of service of any employee but shall not be taken into account in calculating the period of service.

43. Adoption Leave

- 43.1. An employee who submits satisfactory evidence of being an approved applicant for the adoption of a child, and who will be the primary care giver, and of the date of placement of that child shall be entitled to -
- (a) where the child is at the date of adoption under twelve months of age, leave on full pay for a continuous period of eighteen weeks commencing from the date of placement;
 - (b) where the child is at the date of adoption twelve months or more than twelve months of age, leave on full pay for a continuous period of nine weeks commencing from the date of placement;
 - (c) such leave without pay as will bring the aggregate leave to a continuous period not exceeding twelve calendar months.
- 43.2. An employee employed on a short-term contract whose contract expires during a period of paid adoption leave shall not be eligible for further adoption leave after the date of expiry of the contract unless she is re-employed on a permanent basis or on a further contract. The provision of adoption leave shall not be grounds for the termination of a contract or for a refusal by the employer to offer re-employment.
- 43.3. Nominal incremental advancement within salary classifications shall continue during adoption leave.

44. Carer's Leave

- 44.1. An employee with responsibilities in relation to either members of their immediate family or members of their household who need care and support, shall be entitled to use, in accordance with this sub-clause, five days non-cumulative carer's leave for absences to provide care and support for such persons when they are ill, or when an emergency renders it essential that the employee attend that person.
- 44.2. The employee shall, if required by the Executive Officer, establish by production of a medical certificate or statutory declaration, the illness of the person concerned.
- 44.3. The entitlement to use carer's leave is subject to:
- (a) the employee being responsible for the care of the person concerned; and
 - (b) the person concerned being either a member of the employee's immediate family, or a member of the employee's household.
- 44.4. The employee shall, if requested by the Executive Officer and where practicable, give the Executive Officer or their delegate notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of the absence.
- 44.5. Other Leave for Carer's Purposes
- In addition to 44.1, employees can use up to an additional 10 days personal leave per year or take unpaid leave for the purpose of providing care to a family member who is ill or in the event of family emergency.

45. Long Service Leave

- 45.1. An employee shall be entitled to long service leave after the completion of four years of service at the rate of 1.3 weeks per year of service. For every additional year of service after four years of service, an employee shall be entitled to an additional 1.3 weeks leave. Such

leave shall be on full pay provided that the employee may elect to convert all or part of the period of entitlement to double the period by taking leave on half pay.

- 45.2. For the purposes of sub-clause 45.3 previous employer means:
- (a) An Australian university,
 - (b) A Victorian college of technical and further education; or
 - (c) A Victorian student organisation
- 45.3. An employee shall be entitled to have service with a previous employer recognised for the purpose of determining the long service entitlement of the employee provided that:
- (a) Reciprocal arrangements exist with the previous employer for Long Service Leave credits to be transferable between that organisation and SSU.
 - (b) Any break in service with the previous employer does not exceed twelve months.
 - (c) An employee on or after the date of this agreement shall make any claim for recognition of service within six months of the date of appointment. The Executive Officer shall, as soon as possible after the date of the employee's appointment, but no later than twelve months from that date, notify the employee in writing as to the amount of service with previous employers recognised for long service leave purposes. A notice giving full details of the provisions for transfer of long service leave credits shall be provided to the employee with the letter of appointment.
 - (d) A claim for recognition of service shall only be approved upon the production of evidence satisfactory to the Executive Officer.
 - (e) An employee whose leave entitlement with a previous employer have been paid out by that employer shall not be entitled to make a claim for recognition of service pursuant to this sub-clause.
 - (f) In the case of an employee employed on or after the date of this agreement the amount of service with previous employers recognised for long service leave purposes shall not exceed ten years.
- 45.4. Where service with another employer is recognised for long service leave credit, the Executive Officer may require that a period of service with the employer not greater than three years be completed before an employee is eligible to take long service leave.
- 45.5. Subject to clause 45.7 an employee with four years or more service shall be entitled to take long service leave at a time of his or her choosing provided that at least six months written notice is given by the employee of intention to take such leave or, in the absence of such notice, the Executive Officer is satisfied that alternative arrangements can be made to cover the workload of the employee.
- 45.6. Subject to clause 45.7 an employee may take all or a portion of the long service leave entitlement of the employee on a continuous basis provided that a minimum continuous period of one month on full pay or two months on half pay shall be taken at any one time.
- 45.7. Where an employee has had a leave balance of thirteen weeks or more for three years, the Executive Officer may by notice in writing to the member of staff, direct that member of staff to take that leave or such minimum number of weeks as may be required. Such leave shall be commenced within a period of two years from the date of the issue of such written notice.
- 45.8. Where an employee with accrued personal leave credits becomes ill for two or more consecutive working days while on long service leave the employee shall, provided that a certificate from a registered medical practitioner or a statutory declaration from the employee is submitted for the period of the illness, be entitled to be placed on personal leave and no deduction shall be made from long service leave credits for the days in question.
- 45.9. Where a public holiday occurs during the period that an employee is absent on long service leave and such holiday is observed by the employer no deduction shall be made for that day from the long service leave credits of the employee.

- 45.10. An employee, or where applicable, his or her legal representative, shall be entitled to payment in lieu of long service leave accrued but not taken as at the date of termination of service where:
- (a) The employment of the employee at the employer terminates after four years or more service including recognised service with another employer.
 - (b) After one year service with the employer the employee retires on the grounds of age or ill health or the employee dies.
- 45.11. Where payment is made in lieu of long service leave the amount of such pay shall be computed on a daily basis equivalent to 1.3 weeks per annum.
- 45.12. Where an employee in accordance with sub-clause 45.8 uses all or part of the long service leave entitlements of the employee no notice of intention to use long service leave credits shall be required from the employee and the requirement for a minimum period of long service leave to be taken as per sub-clause 45.6 shall not apply.

46. Workers Compensation Leave and Make-Up Pay

- 46.1. An employee who suffers injury which entitles them to compensation pursuant to the Workers Compensation Act 1958 and the Accident Compensation Act 1985 or either of them shall be granted leave by the employer.
- 46.2. An employee shall be entitled to 'make-up' payments for any absence for which s/he is entitled to compensation pursuant to sub-clause 46.1. Such make-up entitlements shall be the difference between the ordinary fortnightly salary which would have been payable to the employee had the absence not occurred and the compensation payments for the period of absence.
- 46.3. Period of leave and make up pay.
- 46.3.1. Leave granted pursuant to sub-clause 46.1 shall not exceed a maximum aggregate period of 52 weeks.
 - 46.3.2. The period for which make-up pay shall be payable pursuant to sub-clause 46.2 shall not exceed a maximum aggregate period of 52.
 - 46.3.3. Where an employee attempts a graduated return to work that fraction of the week that the employee is performing duties will not be counted in the aggregate period of incapacitation leave provided for in sub-clause 46.3.1.
- 46.4. If an employee is granted personal leave for an injury and is subsequently granted leave for the same period or part thereof pursuant to sub-clause 46.1 on account of the same injury there shall thereupon be restored to the credit of the employee personal leave equal to the value of the personal leave taken pursuant to this clause.
- 46.5. An employee whose employment is terminated during a period for which leave has been granted under this clause shall continue to be paid in accordance with the provision of sub-clause 46.2 until the cessation of the period of leave which would have been granted had the employment not been terminated. The period of payment after termination shall not count for the purposes of accrual of any other leave entitlements nor shall it count as a period of service for any purpose. Furthermore the provisions of this sub-clause shall not apply to a contract employee past the date on which the contract would have normally terminated, except where the employee has been employed for one year or more.
- 46.6. The employer shall not terminate the employment of an employee who has been granted leave pursuant to this agreement prior to the expiry of such leave, except where such termination is due to serious and wilful misconduct on the part of the employee.

47. Jury Service Leave

- 47.1. An employee who is required to attend a Court for the purpose of jury service shall be

entitled to leave on full pay for the duration of such attendance.

- 47.2. Where an employee who is on long service leave or annual leave is required to attend a Court for the purpose of jury service the employee shall be placed on leave as per sub- clause 47.1 and no deduction shall be made from the long service leave or annual leave credits of the employee for the day or days of attendance for injury service.
- 47.3. Any fees paid to an employee by reason of jury service shall not be deducted from the employee's salary.

48. Court Appearance Leave

- 48.1. An employee who is subpoenaed to appear in Court as a witness or who is subpoenaed to give evidence on matters directly related to the employment of the employee shall be entitled to leave on full pay for the period of such appearance.
- 48.2. An employee who is required to appear in Court in a capacity other than as specified in clause 48.1 shall be entitled to leave without pay for the period of such appearance.

49. Leave to Attend Trade Union Courses

- 49.1. Leave of absence shall be granted to members of the NTEU to attend short trade union courses or seminars on the following conditions:
- 49.1.1. That the employers operating requirements permit the granting of leave.
- 49.1.2. That the scope, content and level of the short courses are such as to contribute to a better understanding of industrial relations.
- 49.1.3. Leave of absence under this clause shall be with full pay, that is, pay shall not include shift and penalty payments or overtime.
- 49.1.4. Leave of absence granted under this clause shall count as service for all purposes.
- 49.1.5. For the purpose of condition 49.1.2 above, any short course conducted by or with the support of the NTEU shall be considered as contributing to a better understanding of industrial relations.

50. Compassionate Leave

- 50.1. Leave on full pay of up to three working days shall be granted to an employee on each occasion of the -
- (a) Death, or illness or injury that poses a serious threat to the life, of an immediate family member.
- (b) Death, or illness or injury that poses a serious threat to the life, of a relative who has taken the place of a parent, or of a relative residing with the employee at the time of death.
- 50.2. Where the period of leave granted as per sub-clause 50.1 is inadequate due to special circumstances, such as a delayed funeral or the necessity of the employee undertaking extensive travel, the Executive Officer may grant further paid leave.

51. Removal of Household Goods Leave

- 51.1. Where an employee is required by SSU to perform all or the major part of the duties of the employee at a campus or component of SSU other than at the employee's previous place of work with SSU and the employee elects to relocate to a residence closer to, or where the employee commutes by public transport more convenient for travelling to such a new place of work than the previous residence of the employee, the employee shall be entitled to leave on full pay for up to two working days for the purpose of removal of household goods.

52. Special Leave

- 52.1. The Executive Officer may grant an employee such other paid leave as is deemed warranted by the Executive Officer.

53. Study Leave

- 53.1. Staff members are entitled to Study Leave in accordance with the SSU Professional Development & Conference Policy & Procedures. (The Training Application Form will be amended to also apply for Study Leave.)
- 53.2. Where an employee is engaged in a course of study, or proposes to do so, they may apply for study leave to the Executive Officer. The executive officer will consider the application based on its relevance to the organisation, the employee's role and their professional advancement. If the Executive Officer grants leave it shall be on such terms and conditions as the parties may agree and up to a maximum of:
- 2 weeks in total, or
 - 5 hours per week for an agreed period with 2 days exam preparation time.
- 53.3. Where an employee has a concern about how their application has been handled, he/she may appeal through the Grievance Procedure.

54. Leave to Attend Industrial Proceedings

- 54.1. Leave of absence shall be granted to employees required to attend any proceedings under an industrial tribunal on the following conditions:
- (a) Leave of absence shall not be granted to more than two employees who are members of the National Tertiary Education Union any one time in respect of any one such proceeding.
 - (b) Leave of absence for conduct of a case shall be with full pay.
 - (c) Leave of absence for preparation of a case shall be without pay and shall not exceed three months in any twelve months.
- 54.2. Leave of absence granted under this agreement shall count for all purposes as a period of service with the employer granting the leave.

55. Leave for Religious Purposes

- 55.1. An employee shall be entitled to leave without pay of up to three working days in any calendar year for the purpose of observance of religious occasions provided that satisfactory evidence, such as a statutory declaration, is submitted to the Executive Officer in support of a claim for such leave.

56. Blood Donor Leave

- 56.1. An employee who elects to donate blood shall be granted leave on full pay for the period of leave required for each attendance.

57. Military Training Leave

- 57.1. An employee who is a member of the Australian Defence Force Reserves shall be entitled to:
- 57.1.1. Leave on full pay for the purpose of attending an annual training camp of fourteen calendar days duration or, where the commanding officer of the relevant service unit certifies that such training exceeds fourteen days, of up to eighteen calendar

days duration.

- 57.1.2. Leave with pay for a period of not exceeding fourteen calendar days for the purpose of attending in any one calendar year not more than two schools, classes or courses of instruction conducted by or on behalf of Australian Defence Force Reserves provided that the amount paid shall be the amount the employee would have received had the employee remained on duty less any pay received by the employee, including marriage and separation allowances, by reason of attendance at any such school, class or course.

58. Fire Fighting and Emergency Assistance Leave

- 58.1. An employee who is a member of any voluntary organisation called upon by the government or a competent authority under the State Disaster Plan to assist in fire fighting or other forms of emergency assistance (including auxiliary operations) shall be entitled to leave on full pay for the duration of the participation by the employee in operations, provided that the services of the employee are actually required by the voluntary organisation or other recognised authority concerned.
- 58.2. An employee who responds to an appeal for volunteers to meet a declared bushfire or other emergency shall be entitled to leave on full pay for the duration of the operations.
- 58.3. An employee granted leave in accordance with sub-clauses 58.1 and 58.2 shall be entitled to a further one day on the completion of the service for the purpose of recovering from such participation.

59. Sporting Competitions Leave

- 59.1. An employee shall be entitled to leave of absence for the purpose of participation as a competitor or accredited official in international and interstate sporting competitions and in Country Week sports provided that -
- (a) Leave shall be on full pay only for participation in the Olympic Games, Commonwealth Games and the Pacific Conference Games. In all other cases, unless the Executive officer otherwise determines, leave shall be without pay.
 - (b) The period of leave granted shall be for the period of actual competition together with reasonable travel time to and from the venue.
- 59.2. Subject to the discretion of the Executive Officer to approve further leave, the period of leave granted to an employee shall not in any year of service exceed four weeks in the aggregate.
- 59.3. At least fourteen days written notice shall be given to the Executive Officer by the employee.
- 59.4. The employee shall provide documentary evidence of selection as a competitor or accreditation as an official.
- 59.5. Leave shall be granted for participation in Country Week sports only where the Executive Officer is satisfied that the employer can function satisfactorily in the absence of the employee.

60. Leave to Contest Elections

- 60.1. Where an employee is a candidate for election to Federal or State Parliament the employee shall be entitled to take leave of absence on a continuous basis for all or part of the period between the date of the close of nominations and the date of the declaration of the poll. Unless the employee elects to use accrued annual or long service leave to cover all or part of the period of absence such leave shall be without pay.

61. Leave and Part Time Employment

- 61.1. Where an employee is entitled to paid leave in accordance with this agreement and the employee is employed on a fractional-time basis, the employee shall not by reason of being a fractional-time employee be required to serve a longer period of service to qualify for any leave entitlements or be granted any lesser period of leave but shall be paid pro-rata for any such leave.

62. Leave to Count as Service

- 62.1. Without detracting from what may be specified elsewhere in this agreement the following shall count as service in determining the entitlement of an employee to leave and for all other purposes:
- (a) Any period of paid leave with long service leave taken on half pay counting as normal service.
 - (b) Any continuous period of personal leave without pay not exceeding twenty working days.
 - (c) Any period of personal leave without pay not exceeding in the aggregate twenty working days in any year of service.
 - (d) Any period of maternity or partner leave as per clauses 41 and 42 not exceeding twenty-six weeks.
 - (e) Any period of adoption leave not exceeding twenty-six weeks.
 - (f) Any period of leave without pay for the purpose of contesting elections to Federal or State Parliament.
 - (g) Any period of arbitration leave without pay.
 - (h) Any other period of unpaid leave, whether continuous or aggregate, not exceeding twenty working days in any year of service.

63. Leave in Circumstance of Domestic Violence

- 63.1. The SSU recognises that some of its staff may experience situations of violence and abuse in their domestic life which may impact on their attendance or performance at work. SSU is committed to providing support to staff that experience domestic violence.
- 63.2. Definition of Domestic Violence
SSU accept the definition of domestic violence as provided by the Family, Violence Protection Act 2008 (VIC) and recognise that it includes physical, sexual, financial, verbal or emotional abuse by a family/household member.
- 63.3. Leave
An employee experiencing domestic violence will have access to 20 days paid special leave for medical appointments, legal proceedings, seeking safe housing and other activities related to dealing with domestic violence. This leave will be in addition to existing leave entitlements and may be taken as consecutive days or single days or as a fraction of a day. An employee who supports a person experiencing domestic violence may also take personal leave to assist a person in court, with child care or medical/hospital appointments.
- 63.4. Support of Staff Experiencing Domestic Violence
In order to support a person experiencing domestic violence and provide a safe workplace SSU will approve any reasonable requests for the following:
- (a) Changes to hours of work;
 - (b) Relocation to suitable employment where this is able to be identified;
 - (c) Changes to phone numbers or email addresses;

- (d) Other appropriate measures such as family friendly hours and flexible working arrangements.

PART 6 — STAFF DEVELOPMENT & PROGRESSION

64. Selection and Appointment

- 64.1. When a vacancy occurs or a new position is created, the Executive Officer on advice from the Selection Committee, will call for expressions of interest for a period of no more than 1 week. The Selection Committee will consider the pool of candidates expressing interest, and if it concludes that a candidate(s) clearly meets the selection criteria, it can proceed to interviews soon after. Otherwise the position will be externally advertised.

65. Broadbanding

- 65.1. SSU and NTEU agree to trial the following broadbanding arrangement during the life of this Agreement. During the final 12 months of this Agreement, the parties will review the outcomes of the broadbanding arrangement to consider whether it will be incorporated into the next enterprise agreement.
- 65.2. Preamble
 - 65.2.1. The purpose of a broadbanded structure is to provide opportunities for an employee who has reached the final increment of their existing classification level to perform work at the next level and for SSU to enhance options for service delivery. SSU will make a genuine attempt to reorganise work in order to provide these opportunities, where this will be beneficial to both parties, however, it is acknowledged that opportunities may be limited by financial or other organisational pressures. In such cases transfers and secondments to other work areas will be encouraged by SSU.
 - 65.2.2. Broadbanding supports a healthy workplace environment for both SSU and its staff through such things as:
 - (a) Reducing staff turnover and consequent expenses, including loss of organisational continuity, by increasing opportunities for internal advancement, encouraging staff to take on additional challenges and supporting professional development;
 - (b) Encouraging succession planning by ensuring that staff with experience in the organisation are given opportunities to work at higher levels;
 - (c) Providing opportunities for the organisation to offer additional services to members through special and/or small-scale projects and programs;
 - (d) Creating opportunities to test new or innovative projects and/or approaches on a trial basis within the existing organisational structure; and
 - (e) Encouraging staff and management to think creatively about better utilisation of existing and potential staff skills.
 - 65.2.3. Advancement to the next classification level in a broadbanded structure is not automatic. However, it is expected that an employee who has been working satisfactorily at one level, and who has the capability to take on work at the higher level, can access that higher level subject to the criteria in clause 65.3.
- 65.3. Eligibility for Broadbanding
 - 65.3.1. Advancement to the next classification level is subject to:

- (a) availability of work at the higher level;
- (b) suitable work having been identified as part of a broadbanding planning process (sub-clause 65.4) that matches objectively determined organisational priorities, such as a strategic plan.
- (c) the employee meeting the training level or qualification requirements in the position classification standards for the higher level; and
- (d) demonstrated competency and satisfactory service over a minimum period of 12 months at each incremental point of the lower level (except where an accelerated increment has been approved).

65.3.2. Broadbanding shall not be available to staff at classification SUE 5 or above.

65.4. Planning for Broadbanding

65.4.1. It is the joint responsibility of the supervisor and the employee to plan for a move to a higher level through broadbanding. This shall form part of the normal Performance Review and Productivity process and shall include:

- 65.4.1.1. consideration of what work at the higher level may be available and involves;
- 65.4.1.2. consideration of the needs and priorities of the organisation for work at the higher level;
- 65.4.1.3. identification of impediments to broadbanding and, where practical, provision of opportunities to improve an employee's prospects for broadbanding through such things as:
 - (a) additional training including possible secondment;
 - (b) opportunities to relieve in positions at the higher level;
 - (c) progressively building upon aspects of their existing job in the last year at the lower classification level;
 - (d) planning how the job may "grow", or alternatively, consideration of transfer opportunities

65.4.2. SSU must make reasonable efforts to provide work at the higher level, however it is acknowledged that in a relatively small organisation such as SSU such work may not be available.

65.4.3. Following the initial broadbanding planning process, staff members who are eligible for broadbanding as per sub-clause 65.3, but who are not currently broadbanded, shall be entitled to continue the process of planning for and identifying opportunities as part of their normal productivity and performance evaluation process.

65.5. Broadbanded Positions

65.5.1. An expansion or restructure of a job for the purposes of broadbanding may include:

- (a) similar but more complex work,
- (b) more responsibility in terms of resources,
- (c) more complex work through addition of new duties,
- (d) working with a reduced level of supervision.

65.5.2. A staff member who has assumed a broadbanded position, shall be entitled to the normal criteria for progression or advancement through that band.

65.6. Temporary Broadbanding

65.6.1. Although it is preferable to permanently move staff onto a broadbanded

classification, temporary opportunities for work at a higher level may be offered where additional projects are proposed to be undertaken on a trial basis, or to relieve staff on extended leave.

- 65.6.2. Temporary classification shall be for a timeframe specified in writing, but for no longer than 12 months.
 - 65.6.3. An employee temporarily classified in accordance with this clause shall be immediately and permanently transferred to the broadbanded classification if they continue in these additional duties (or substantially similar duties) either immediately or at a future date for more than 12 months, subject to satisfactory performance
 - 65.6.4. Where an employee undertakes temporary projects substantially at the higher classification level such work shall be considered cumulative for the purposes of determining all entitlements, including additional increments.
- 65.7. Appeal
- 65.7.1. An employee who feels that their broadbanding assessment has not been dealt with comprehensively, fairly and in good faith may appeal any decision therein through clause 18 – Grievance Procedures.

PART 7 — COMPLIANCE & UNION MATTERS

66. Availability of the Agreement

- 66.1. Copies of this agreement, and any amendment hereto, shall be given to all existing employees and any future employees.

67. Union Notices

- 67.1. A duly authorised representative of the NTEU shall have the right to distribute any official notice of the NTEU in the premises of the employer.
- 67.2. Notwithstanding anything to the contrary in any Act, award, regulation or agreement, for the purpose of this clause “a duly authorised representative of the NTEU” means a person authorised by the Divisional Secretary of the National Tertiary Education Industrial Union.

PART 8 — APPENDICES

68. SCHEDULE A – Salary Classification and Salaries

68.1. An employee shall be employed by Swinburne Student Union Inc. in one of the classifications specified below and shall be paid a salary within the salary range assigned to the classification.

68.2. Salaries

68.2.1. The salaries payable to employees covered by this Agreement shall be as set out below:

SUE Level	Current Salary	1/01/2016 3.3%	1/01/2017 3.3%	1/01/2018 3.3%	1/01/2019 3.3%
1.1	\$44,699.90	\$46,175.00	\$47,698.77	\$49,272.83	\$50,898.84
1.2	\$45,564.38	\$47,068.01	\$48,621.25	\$50,225.75	\$51,883.20
1.3	\$46,432.66	\$47,964.94	\$49,547.78	\$51,182.86	\$52,871.90
2.1	\$46,983.25	\$48,533.70	\$50,135.31	\$51,789.77	\$53,498.84
2.2	\$47,898.36	\$49,479.00	\$51,111.81	\$52,798.50	\$54,540.85
2.3	\$48,810.94	\$50,421.70	\$52,085.61	\$53,804.44	\$55,579.99
2.4	\$49,727.31	\$51,368.31	\$53,063.47	\$54,814.56	\$56,623.44
2.5	\$50,642.42	\$52,313.62	\$54,039.97	\$55,823.29	\$57,665.46
2.6	\$51,557.53	\$53,258.93	\$55,016.48	\$56,832.02	\$58,707.48
3.1	\$53,839.61	\$55,616.32	\$57,451.66	\$59,347.56	\$61,306.03
3.2	\$54,888.89	\$56,700.22	\$58,571.33	\$60,504.18	\$62,500.82
3.3	\$55,941.96	\$57,788.05	\$59,695.05	\$61,664.99	\$63,699.93
3.4	\$56,995.03	\$58,875.87	\$60,818.77	\$62,825.79	\$64,899.04
4.1	\$58,408.84	\$60,336.33	\$62,327.43	\$64,384.23	\$66,508.91
4.2	\$59,550.51	\$61,515.67	\$63,545.69	\$65,642.70	\$67,808.91
4.3	\$60,693.45	\$62,696.33	\$64,765.31	\$66,902.56	\$69,110.35
4.4	\$61,837.65	\$63,878.29	\$65,986.28	\$68,163.82	\$70,413.23
4.5	\$62,978.06	\$65,056.33	\$67,203.19	\$69,420.90	\$71,711.79
4.6	\$64,122.26	\$66,238.30	\$68,424.16	\$70,682.16	\$73,014.67
5.1	\$67,546.01	\$69,775.03	\$72,077.61	\$74,456.17	\$76,913.22
5.2	\$68,875.01	\$71,147.89	\$73,495.77	\$75,921.13	\$78,426.53
5.3	\$70,196.42	\$72,512.90	\$74,905.82	\$77,377.72	\$79,931.18
5.4	\$71,521.62	\$73,881.83	\$76,319.93	\$78,838.49	\$81,440.16
5.5	\$72,849.35	\$75,253.38	\$77,736.74	\$80,302.05	\$82,952.02
6.1	\$74,401.11	\$76,856.35	\$79,392.61	\$82,012.57	\$84,718.98

6.2	\$75,864.28	\$78,367.80	\$80,953.93	\$83,625.41	\$86,385.05
6.3	\$77,327.44	\$79,879.25	\$82,515.26	\$85,238.26	\$88,051.13
6.4	\$78,791.87	\$81,392.00	\$84,077.94	\$86,852.51	\$89,718.64
6.5	\$80,252.50	\$82,900.83	\$85,636.56	\$88,462.57	\$91,381.83
7.1	\$83,539.56	\$86,296.36	\$89,144.14	\$92,085.90	\$95,124.73
7.2	\$85,187.51	\$87,998.70	\$90,902.66	\$93,902.45	\$97,001.23
7.3	\$86,832.94	\$89,698.43	\$92,658.48	\$95,716.21	\$98,874.84
7.4	\$88,477.10	\$91,396.85	\$94,412.94	\$97,528.57	\$100,747.01
7.5	\$90,123.79	\$93,097.88	\$96,170.11	\$99,343.72	\$102,622.07
8.1	\$97,249.75	\$100,459.00	\$103,774.14	\$107,198.69	\$110,736.25
8.2	\$99,169.84	\$102,442.45	\$105,823.05	\$109,315.21	\$112,922.61
8.3	\$101,089.93	\$104,425.89	\$107,871.95	\$111,431.72	\$115,108.97
8.4	\$103,012.54	\$106,411.96	\$109,923.55	\$113,551.03	\$117,298.21
8.5	\$104,103.59	\$107,539.01	\$111,087.79	\$114,753.69	\$118,540.56

69.3. The Classification Descriptors in Schedule B shall be the primary determinant of the classification of positions.

No employee shall refuse to perform duties reasonably required, consistent with that employee's classification and which the employee is competent to perform.

SCHEDULE B – CLASSIFICATION DESCRIPTORS

LEVEL 1

Training level or qualifications

Persons employed at Level 1 shall typically perform duties at a skill level which assumes and requires

- knowledge, training or experience relevant to the duties to be performed, or
- completion of year 12 without work experience, or
- an equivalent combination of experience and training.

Occupational equivalent

- Clerk.

Level of supervision

- Routine supervision of straightforward tasks (see below).

Task level

- Perform a range of straightforward tasks where procedures are clearly established.

Organisational knowledge

- Limited and based only on brief induction to organisation.

Judgement, independence and problem solving

- Solve relatively simple problems with reference to established techniques and practices. Will sometimes choose between a range of straightforward alternatives.

An employee at this level will be expected to perform a combination of various routine tasks where the daily work routine will allow the latitude to rearrange some work sequences, provided the prearranged work priorities are achieved.

Typical activities

Clerical positions at this level may include duties involving the inward and outward movement of mail, keeping, copying, maintaining and retrieving records, straightforward data entry and retrieval.

LEVEL 2

Training level or qualifications

Persons employed at Level 2 shall typically perform duties at a skill level which assumes and requires knowledge or training in clerical/administrative, trades or technical functions equivalent to:

- completion of Year 12, with relevant work experience; or
- equivalent relevant experience or combination of relevant experience and education/training.

Persons advancing through this level may typically perform duties which require further on the job training or knowledge and training equivalent to progress toward completion of an advanced certificate or associate diploma.

Occupational equivalent

- Technical assistant/technical trainee, clerical/secretarial.

Level of supervision

- In technical positions, routine supervision, moving to general direction with experience.
- In other positions, general direction.

Task level

- Some complexity. Apply body of knowledge equivalent to trade certificate, including diagnostic skills and assessment of the best approach to a given task.

Organisational knowledge

- Perform tasks/assignments which require knowledge of the work area processes and an understanding of how they interact with other related areas and processes.

Judgement, independence and problem solving

- Exercise judgement on work methods and task sequence within specified timelines and standard practices and procedures.

Typical activities

In technical positions, under general supervision;

- operate photographic development facility.

Staff would be expected to perform a greater range and complexity of tasks as they progressed through the level and obtained further training.

In clerical positions, perform a range of clerical support tasks including;

- Standard use of a word processing package (including store and retrieve documents, key and lay out correspondence and reports, merge, move and copy, use of columns, tables and basic graphics) or an established spreadsheet or database application.
- Provide general clerical support to staff within an office, including word processing, setting up meetings, answering straightforward inquiries and directing others to the appropriate personnel.
- Process accounts for payment.

LEVEL 3**Training level or qualifications**

Persons employed at Level 3 shall typically perform duties at a skill level which assumes and requires knowledge or training equivalent to:

- completion of an associate diploma level qualification with relevant work related experience, or
- a certificate level qualification with post-certificate relevant work experience, or
- an equivalent combination of relevant experience and/or education/training.

Occupational equivalent

- Technical officer or technician, clerical/secretarial above Level 2.

Level of supervision

- In technical positions, routine supervision [to general direction) depending upon experience and the complexity of the tasks.
- In other positions, general direction.
- Liaison with staff at higher levels.
- May undertake stand alone work.

Task level

- May undertake limited creative, planning or design functions; apply skills to a varied range of different tasks.

Organisational knowledge

- Perform tasks/assignments which require proficiency in the work area's rules, regulations, processes and techniques, and how they interact with other related functions.

Judgement, independence and problem solving

In technical positions,

- apply theoretical knowledge and techniques to a range of procedures and tasks.

In clerical/secretarial positions,

- provide factual advice which requires proficiency in the work area's rules and regulations, procedures requiring expertise in a specialist area or broad knowledge of a range of personnel and functions.

Typical activities

In technical positions,

- develop new equipment to criteria developed and specified by others.

In library technical positions,

- undertake copy cataloguing,
- use a range of bibliographic databases,
- undertake acquisitions,
- respond to reference inquiries.

In clerical/secretarial positions,

- undertake a full range of word processing functions, including mathematical formulae and symbols, manipulation of text and layout in desktop publishing software and use of a range of word processing packages if required,
- be responsible for providing a full range of secretarial services in an office,
- plan and set up spreadsheets or database applications,
- provide advice to students on SSAA services and institutional requirements,
- administer electoral roll.

LEVEL 4

Training level or equivalent

Persons employed at Level 4 shall typically perform duties at a skill level which assumes and requires knowledge or training equivalent to:

- completion of a degree, or
- completion of an associate diploma and at least 2 years subsequent relevant work experience; or
- an equivalent combination of relevant experience and/or education/training.

Occupational equivalent

- Graduate (i.e. degree) or professional, without subsequent work experience on entry (including inexperienced welfare officer or computer systems officer).
- Administrator with responsibility for advice and determinations.
- Experienced technical officer.

Level of supervision

- In professional positions, routine supervision, depending on tasks involved and experience.
- In technical positions, general direction.
- May supervise other staff.

Task level

Apply body of broad technical knowledge and experience at a more advanced level than Level 3, including the development of areas of specialist expertise.

- In professional positions, apply theoretical knowledge, at a degree level, in a straightforward way.

- In administrative positions, provide advice and decisions on rules and entitlements.

Organisational knowledge

- Perform tasks/assignments which require proficiency in the work area's rules, regulations, processes and techniques, and how they interact with other related functions.

Judgement, independence and problem solving

- In professional positions, solve routine problems under supervision through the standard application of theoretical principles and techniques at degree level.
- In technical positions, apply standard technical training and experience to solve problems.
- In administrative positions, may apply expertise in a particular set of rules or regulations to make decisions, or be responsible for coordinating a team to provide an administrative service.

Typical activities

In technical positions,

- develop new equipment to general specifications,
- prepare reports of a technical nature.

In administrative positions,

- responsible for the explanation and administration of an administrative function, eg, HECS advice, records, determinations and payments, the organisation and administration of an election.

In professional positions and under professional supervision,

- work as part of a research team in a support role,
- provide counselling services, under professional supervision.

LEVEL 5

Training level or qualifications

Persons employed at Level 5 shall typically perform duties at a skill level which assumes and requires knowledge or training equivalent to:

- a degree with subsequent relevant experience; or
- extensive experience and specialist expertise or broad knowledge in technical or administrative fields; or
- an equivalent combination of relevant experience and/or education/training.

Occupational equivalent

- Graduate or professional with subsequent relevant work experience (including a computer systems officer with some experience).
- Supervision/co-ordination of a significant service.
- Experienced technical specialist and/or technical supervisor.
- Research officer.

Level of supervision

- In professional positions, general direction; in other positions, broad direction.
- May have extensive supervisory and line management responsibility for technical, clerical, administrative and other non-professional staff.

Task level

- Perform work assignments guided by policy, precedent, professional standards and managerial or technical expertise.
- Employees would have the latitude to develop or redefine procedure and interpret policy so long as other work areas are not affected.

In technical and administrative areas,

- have a depth or breadth of expertise developed through extensive relevant experience and application.

Organisational knowledge

- Perform tasks/assignments which require proficiency in the work area's existing rules, regulations, processes and techniques and how they interact with other related functions, and to adapt those procedures and techniques as required to achieve objectives without impacting on other areas.
- Liaise with decision-making bodies on the development of policies within own area of operations.

Judgement, independence and problem solving

- Discretion to innovate within own function and take responsibility for outcomes.
- Design, develop and test complex equipment, systems and procedures.
- Undertake planning involving resources use and develop proposals for resource allocation.
- Exercise high level diagnostic skills on sophisticated equipment or systems.
- Analyse and report on data and experiments.

Typical activities

In administrative positions,

- provide financial, policy and planning advice,
- service a range of committees, including preparation of agendas, papers, minutes and correspondence,
- monitor expenditure against budget.

In professional positions,

- oversee a service such as annual or sporting programme,
- provide a range of library services, including bibliographic assistance, original cataloguing and reader education in library and reference services,
- providing counselling services,
- undertake a range of computer programming tasks,
- provide documentation and assistance to computer users,
- analyse less complex user and system requirements,
- undertake the preparation of submissions on policy matters, subject to general direction by officers/decision making bodies.

In other positions,

- manage a small catering operation or a significant operation such as cleaning, without reference to higher expert supervision,
- manage a significant section of a large catering operation.

LEVEL 6

Training level or qualifications

Persons employed at level 6 shall typically perform duties at a skill level which assumes and requires

knowledge or training equivalent to:

- a degree with at least 4 years subsequent relevant experience; or
- extensive experience and management expertise in technical or administrative fields; or
- an equivalent combination of relevant experience and/or education/training.

Occupational equivalent

- Senior professional in a small, less complex organisation.
- Manager.

Level of supervision

- Broad direction.
- May manage other administrative, technical and/or professional staff.

Task level

- Independently relate existing policy to work assignments or rethink the way a specific body of knowledge is applied in order to solve problems.

In professional positions,

- may be a recognised authority in a specialised area.

Organisational knowledge

- Detailed knowledge of administrative policies and organisational objectives and the interrelationships between a range of policies and activities.

Judgement, independence and problem solving

- Independently relate existing policy to work assignments.
- Rethink the way a specific body of knowledge is applied in order to solve problems.
- Adapt procedures to fit policy prescriptions or use theoretical principles in modifying and adapting techniques.
- This may involve stand alone work or supervision of others in order to achieve objectives.
- It may also involve the interpretation of policy which has an impact across the organisation.

Typical activities

- In student services, the training and supervision of other professional staff combined with policy development responsibilities which may include research and publication.
- Act as most senior financial adviser to a large organisation.

In administrative positions,

- provide overall management of a small organisation with limited range of functions (e.g. Publications, Sport and Annual, and Representation).

LEVEL 7 and LEVEL 8

Training level

Positions at these Levels shall typically require skills which assume and require knowledge or training equivalent to:

- postgraduate qualifications and extensive relevant experience, or
- extensive experience and proven management expertise, or
- an equivalent combination of relevant experience and/or education.

Occupational equivalent

- Senior Manager.
- Senior Administrator.

Level of supervision

- Broad direction.
- Will manage other administrative, technical and/or professional staff.

Task Level

- Complex, significant and high level creative planning with clear accountability for performance.
- At Level 7, sound knowledge of all programmes in a small organisation or comprehensive knowledge of related programmes as a Senior Manager of a large organisation.

Organisational knowledge

- Extensive knowledge of history and culture of organisation or of student organisations generally. In this context, bring multi-perspective approach to policy development and administration.

Judgement, independence and problem solving

- At Level 7, in smaller organisations and at Level 8 in larger organisations, be fully responsible to officers/governing body for overseeing organisation's operations.
- At Level 7, in larger organisations act as part of the senior management group and liaise directly with governing councils in relation to major areas of operations.

Typical activities

- At Level 7, act as the most senior manager of a smaller organisation with several significant and diverse operations (e.g. Catering, Sport and Annual, Student Welfare, Social Activities and Media); OR act as manager of a very large operation within a large organisation (e.g. Catering Manager in a large University Union).
- At Level 8, act as the most senior manager of a large organisation.

****Note re organisational size***

A "smaller" organisation, having regard to complexity and diversity of service, number of workplace locations (e.g. multi-campus institutions) etc, might be regarded as one which employed less than 20 staff (equivalent full-time) and a "larger" organisation might be regarded as one which employed more than 25 staff.

69. SCHEDULE C – Allowances

69.1. Travelling Allowance

69.1.1. Except as provided in clause 69.2 or when a meal is provided a staff member who at the direction of the Student Union is absent overnight on Student Union business shall be paid an allowance to cover the costs of meals, bed and incidental expenditure as follows:

	Capital cities within Australia	Other places including Canberra
	Per day	Per day
	\$	\$
Breakfast	24.35	24.35
Lunch	27.35	24.90
Dinner	46.70	48.50
Bed	173.00	152.00
Incidentals	17.85	17.85

69.1.2. The allowances prescribed by clause 69.1.1 in respect of breakfast, lunch or dinner shall be payable where a staff member commences travelling earlier than or is absent later than the following, respective time or times:

	Time of Leaving	Time of Returning
Breakfast	7:00am	8:30am
Lunch	12:00noon	2:00pm
Dinner	6:00pm	7:00am

69.1.3. The allowances prescribed by clause 69.1.1 in respect of incidental expenses shall be payable for each day or part of a day during which a staff member is absent from the Student Union and for which an allowance in respect of bed expenses is payable.

69.1.4. A staff member who at the direction of the Student Union is absent from the Student Union on Student Union business and leaves and returns on the same day shall be paid the lesser dollar amount of the allowance as follows:

- 69.1.4.1. the amount actually expended for meals; or
- 69.1.4.2. \$17.05 for breakfast if a staff member is required to leave before 7 am and is unable to return before 9.30 am; or
- 69.1.4.3. \$17.05 for lunch if the staff member is required to leave before 12 noon and is unable to return before 3 pm and is absent for a period of at least seven hours; or

- 69.1.4.4. \$21.00 for dinner if the staff member is required to leave before 5 pm and is unable to return until after 7 pm.
- 69.1.5. Unless the Student Union otherwise determines the allowance prescribed elsewhere in this clause shall only be payable in relation to duties undertaken by a staff member outside an area of 24 kilometres radius of the Student Union Office.
- 69.1.6. A staff member required by the Student Union to travel overnight by train shall be reimbursed by the Student Union any amount paid by the staff member in excess of the capital city bed allowance for a sleeping berth on the train.
- 69.1.7. Where the actual and necessary expenses incurred by a staff member travelling in the course of his or her duties exceed the amount that would be payable to the staff member under the foregoing provisions of this clause, the Student Union shall pay the staff member the amount of the expenses actually and necessarily incurred by the staff member in lieu of the amount prescribed by the foregoing provisions of this clause.
- 69.1.8. Where a fare for travelling by a staff member includes an amount to cover maintenance, any allowance to which the staff member is otherwise entitled under this clause shall be reduced to such amount as the Student Union deems reasonable but not exceeding one quarter of the allowance to which the staff member would otherwise be entitled.
- 69.1.9. Travel between campuses
- 69.1.9.1. Time spent by an employee in travelling between campuses on employer business shall count as time worked by the employee.
- 69.1.9.2. Where an employee is required to travel between campuses on employer business the employer whenever possible shall provide the employee with a vehicle for such travel or may authorise the employee to use the employee's own vehicle for such travel or other agreed mode of transport.
- 69.1.10. Allowance for use of staff member's car
- 69.1.10.1. A staff member who is authorised by SSU to use the staff member's own vehicle:
- (a) In the course of his/her duties;
 - (b) For transport or removal from one SSU campus to another; or
 - (c) For a specific journey on authorised SSU business;
- shall be paid an allowance at the following rate:
- (a) Car 78 cents per kilometer
 - (b) Motor cycle 25 cents per kilometer
 - (c) Bicycle 10 cents per kilometer

- 69.1.10.2. If SSU is satisfied that the rates set out in clause 69.1.10.1 above are inadequate having regard to the nature of the travel or that additional expenses have been necessarily and reasonably incurred by a staff member in the course of their duties, SSU may approve of payments to the staff member of the additional expenses so incurred.
- 69.1.10.3. Unless the prior approval of SSU is given, a staff member shall not be entitled to payment of an allowance under this clause for travelling in excess of 20,000 kilometres in any one financial year.

69.2. Course or Conference Allowance

69.2.1. A staff member who is required to attend the Student Union or external training courses and conferences where the cost of accommodation and meals is paid for by the Student Union shall not be entitled to the allowances prescribed by clause 73.1 but shall be paid an allowance in respect of incidental expenses at the following appropriate rate:

Location of course or conference	Rate per day \$
Tertiary institutions within Melbourne	15.00
Elsewhere within Victoria	25.00
Interstate	30.00

69.2.2. Unless otherwise authorised by the Student Union a staff member required to travel on the Student Union business shall travel by public transport, taxi, or the Student Union supplied vehicle. It is intended that the use of a staff member's own vehicle on the Student Union business will be restricted to a minimum.

69.2.3. If costs are incurred by a staff member in travelling pursuant to 69.1.2 the staff member shall upon production of receipts for such travel be reimbursed by the Student Union for the cost thereof.

69.2.4. Where the Student Union authorises the use of a hired car by a staff member and the cost thereof is borne by the staff member, reimbursement of such cost shall be made to the staff member by the Student Union upon production of receipts for such cost.

69.3. Meal Allowance if Overtime Worked

69.3.1. A staff member who is required to work a period of overtime in excess of 2 hours immediately following or preceding ordinary duty or a period of overtime of not less than 4 hours not immediately following or preceding ordinary duty shall be entitled to a meal allowance of \$20.10 (unless a meal is provided) in association with a meal break of not less than 30 minutes taken prior to the completion of the overtime.

69.4. Allowance Indexation

69.4.1. These allowances shall be indexed annually by CPI.

Signed for and on behalf of the
NATIONAL TERTIARY EDUCATION INDUSTRY UNION

.....

in the presence of

Date

Signed for and on behalf of the SSU

.....

President

in the presence of

.....

Date

.....