



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Swinburne Student Amenities Association Limited T/A Swinburne Student Life
(AG2020/2126)

SWINBURNE STUDENT LIFE ENTERPRISE AGREEMENT 2020

Educational services

COMMISSIONER YILMAZ

MELBOURNE, 12 AUGUST 2020

Application for approval of the Swinburne Student Life Enterprise Agreement 2020.

[1] An application has been made for approval of an enterprise agreement known as the *Swinburne Student Life Enterprise Agreement 2020* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Swinburne Student Amenities Association Limited T/A Swinburne Student Life. The Agreement is a single enterprise agreement.

[2] The Employer has provided written undertakings. A copy of the undertakings is attached in Annexure A. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement. The undertakings are taken to be a term of the Agreement.

[3] Subject to the undertakings referred to above, I am satisfied that each of the requirements of ss.186, 187, 188 and 190 are relevant to this application for approval and have been met.

[4] I observe that clause 36 of the Agreement is likely to be inconsistent with the National Employment Standards (NES). However, noting clause 5.2 of the Agreement, I am satisfied the more beneficial entitlements of the NES will prevail where there is an inconsistency between the Agreement and the NES.

[5] The National Tertiary Education Industry Union being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) I note that the Agreement covers the organisation.

[6] The Agreement is approved and in accordance with s.54, will operate from 19 August 2020. The nominal expiry date of the Agreement is 30 June 2023.



COMMISSIONER

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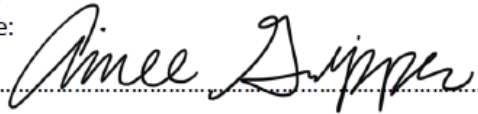
Annexure A

Undertakings

In accordance with Section 190 of the *Fair Work Act 2009* (Cth) (**the Act**), Swinburne Student Amenities Association Pty Ltd provides the following undertakings in relation to the *Swinburne Student Life Enterprise Agreement 2020* (**the Agreement**):

1. Subclause 48.2 of the Agreement provides an entitlement to take up to five days of paid leave per occasion.
2. In addition to the entitlement under clause 48 of the Agreement, employees will also be entitled to unpaid family and domestic violence leave provided for in Section 106A of the Act.

Signed on behalf of Swinburne Student Amenities Association Pty Ltd by Aimee Gipper, Director Student Life:


.....

Date: 10/08/2020

Swinburne Student Life Enterprise Agreement 2020

Note - this agreement is to be read together with an undertaking given by the employer. The undertaking is taken to be a term of the agreement. A copy of it can be found at the end of the agreement.

PART 1 APPLICATION AND OPERATION OF THE AGREEMENT

1. TITLE

This Agreement shall be known as the Swinburne Student Life Enterprise Agreement 2020 (**Agreement**).

2. ARRANGEMENT

This Agreement is arranged as follows:

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3. **APPLICATION**

This Agreement applies to Student Life and its Employees.

4. **DEFINITIONS**

In this Agreement, unless the contrary intention appears:

Act means the *Fair Work Act 2009* (Cth) as amended.

Agreement means the Swinburne Student Life Enterprise Agreement 2020.

Associated Entity has the meaning given to that term in section 50AAA of the *Corporations Act 2001* (Cth).

Employee means a person employed by Student Life and covered by a classification in this Agreement.

FWC means the Fair Work Commission.

Immediate Family means:

- a spouse (including a same-sex partner, a former spouse, a de facto spouse and a former de facto spouse) of the Employee. A de facto spouse, in relation to the Employee, means a person who lives with the Employee as the partner of that person on a bona fide domestic basis although not legally married to that person; and
- a child or an adult child (including an adopted child or a step child), parent, grandparent, grandchild or sibling of the Employee or spouse of the Employee.

NTEU means the National Tertiary Education Industry Union.

Ordinary Time Earnings has the meaning given to that term in the *Superannuation Guarantee (Administration) Act 1992* (Cth).

Primary Caregiver means the parent who meets the child's physical needs more than any other person. Only one person can be a child's primary caregiver on a particular day.

Registered Health Practitioner means a person registered in accordance with Health Practitioner Regulation National Law to practice a health profession, other than as a student.

Secondary Caregiver means a parent of the child, but who is not the Primary Caregiver.

Serious Misconduct includes:

- wilful or deliberate behaviour by an Employee that is inconsistent with the continuation of the contract of employment;
- conduct that causes serious and imminent risk to:

- the health and safety of a person; or
- the reputation, viability or profitability of the employer's business;
- the Employee, in the course of the Employee's employment, engaging in theft, fraud or assault;
- the Employee being intoxicated at work;
- significant or serious breaches of Student Life's policies or procedures; and/or
- the Employee refusing to carry out a lawful and reasonable instruction that is consistent with the Employee's contract of employment.

Student Life means Swinburne Student Amenities Association Limited ABN 35 117 060 232.

NB: Reference to the singular shall mean and refer to, and include, reference to the plural.

5. RELATIONSHIP TO AWARDS, AGREEMENTS AND THE NATIONAL EMPLOYMENT STANDARDS

- 5.1 This Agreement supersedes and replaces in entirety any previous Awards and enterprise agreements covering employment with Student Life.
- 5.2 This Agreement will be read and interpreted in conjunction with the National Employment Standards (NES). Where there is an inconsistency between this agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.

6. OPERATION OF THE AGREEMENT

- 6.1 This Agreement will operate from seven days after the date of approval from the FWC until the nominal expiry date of 30 June 2023.
- 6.2 Student Life will endeavour to commence negotiations for a new agreement at least three months prior to the nominal expiration of this Agreement.

7. MANAGEMENT OF CHANGE

- 7.1 For the purposes of this clause consultation means the exchange of information about a matter or issue, explanation of the respective points of view, and taking into account the views of the other. Consultation does not necessarily mean that an agreement can be reached. If agreement cannot be reached Student Life will provide reasons to the affected Employees.
- 7.2 Employees may appoint a representative for the purposes of the procedures in this clause.

Consultation about major changes

- 7.3 Where Student Life proposes major changes which are likely to have significant impact upon Employees, Student Life will notify and consult with the affected Employees and the NTEU as early as practicable.
- 7.4 'Significant impact' includes changes in the composition, operation or size of Student Life's workforce or in the skills required, including a decision to outsource any functions; the elimination or diminution of job opportunities, promotion opportunities or tenure; the need for re-training or transfer of Employees to other work locations; the restructuring of organisational units.
- 7.5 For the purposes of consultation under this clause, Student Life shall provide the affected Employees and the NTEU with all relevant information about the changes in writing, including information about the nature of the changes proposed, the expected effects of the changes on Employees and any other matters likely to affect Employees. However, Student Life is not required to disclose confidential or commercially sensitive information which would be inimical to its interests.
- 7.6 Student Life shall allow a reasonable time for consultation and shall give prompt consideration to matters raised by the affected Employees and/or the NTEU, including any impact on an Employee's family or caring responsibilities.
- 7.7 As part of consultation, Student Life will explore measures to avert or mitigate any adverse effects of the changes upon the affected Employees.
- 7.8 Following consultation, Student Life will inform the affected Employees of its decision in writing.
- 7.9 After a final decision is made, but prior to commencing implementation, Student Life will give genuine consideration to any matter raised by affected Employees about the implementation of the change.

Consultation about changes to a regular roster or ordinary hours of work

- 7.10 Where Student Life proposes a change to the regular roster or ordinary hours of work of Employees, Student Life will notify and consult with the relevant Employees on the proposed change.
- 7.11 For the purpose of consultation with relevant Employees, Student Life will:
- 7.11.1 Provide information to the Employees about the change;
 - 7.11.2 Invite the Employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities); and
 - 7.11.3 Consider any views given by the Employees about the impact of the change.
- 7.12 However, Student Life is not required to disclose confidential or commercially sensitive information to the relevant Employees.

8. **DISPUTE RESOLUTION PROCEDURES**

8.1 It is agreed that Student Life, the NTEU and all Employees have an interest in the proper application of this Agreement and in minimising disputes about the proper application of the Agreement. These procedures shall apply to any dispute regarding any matter arising under this Agreement or in relation to the National Employment Standards.

8.2 **Local dispute resolution procedures**

8.2.1 Disputes raised by Employee(s)

As a first step, an Employee or group of Employees will discuss the dispute with their manager without delay in an effort to resolve the dispute. The Employee(s) may seek the assistance of the NTEU or other nominated Employee representative at any time.

8.2.2 Disputes raised by NTEU or Student Life

As a first step, a representative of the NTEU and a representative of Student Life shall discuss and attempt to resolve the dispute by agreement.

8.2.3 All disputes

If the dispute is not resolved through the discussions under clause 8.2.1 or 8.2.2, a party to the dispute may request a dispute resolution meeting. The dispute resolution meeting must:

- (a) be convened within five working days of the written meeting request being sent to the other party or parties to the dispute, unless the parties agree otherwise; and
- (b) be attended by a representative of each party who has authority to resolve the dispute.

8.2.4 The status quo that existed prior to the action(s) which gave rise to the dispute shall be maintained, until whichever of the following occurs earliest:

- (a) the dispute is resolved by the parties or the FWC; or
- (b) the dispute lapses because no party:
 - (i) requests a dispute resolution meeting within 20 working days after the discussion under clause 8.2.1 or 8.2.2, or a longer timeframe agreed to by the parties; or
 - (ii) refers the dispute to the FWC within 20 working days after the dispute resolution meeting, or a longer timeframe agreed to by the parties.

8.3 **Referral to the FWC**

If the dispute is not resolved at the conclusion of the local dispute resolution procedures, or if either party fails to engage in the process referred to in clause 8.2, any party may refer the dispute to the FWC.

The FWC may deal with the dispute in two stages:

- 8.3.1 The FWC will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
 - 8.3.2 If the FWC is unable to resolve the dispute at the first stage, the FWC may then arbitrate the dispute and make a determination that is binding on the parties. Subject to appeal rights under the Act, the parties agree to be bound by and implement any order or decision of the FWC.
- 8.4 If the parties agree to resolve a dispute at any stage during these dispute resolution procedures, the parties will take all necessary steps to implement the agreed resolution.

PART 2 TERMS OF EMPLOYMENT

9. MODE OF EMPLOYMENT

General

- 9.1 Student Life may employ Employees on an ongoing, fixed-term or casual basis.
- 9.2 On engagement, an Employee will be given written notice of:
 - 9.2.1 the date on which the employment is to commence, and in the case of a fixed-term Employee, the duration and finishing date of employment;
 - 9.2.2 in the case of a fixed-term Employee the particular circumstances under which the fixed term employment applies under clause 9.18;
 - 9.2.3 the classification of the Employee;
 - 9.2.4 the wage rate of the Employee; and
 - 9.2.5 the terms and conditions of employment applicable to the Employee.

Full-Time Employee

- 9.3 An ongoing or fixed-term Employee may be engaged to work on a full-time basis. The ordinary hours of work for a full-time Employee are 36.75 hours per week.

Part-Time Employee

- 9.4 An ongoing or fixed-term Employee may be engaged to work on a part-time basis. The ordinary hours of work for a part-time Employee will be an average of less than 36.75 hours per week. Such hours are to be worked on not more than five days of the week within the spread of hours prescribed in clause 25.1. At the time a part-time Employee is engaged, the Employee will be given written notice of the Employee's agreed ordinary hours of work.
- 9.5 The agreed ordinary hours of work for a part-time Employee may be altered by written agreement between Student Life and the part-time Employee.

- 9.6 A part-time Employee will be entitled to all the provisions of this Agreement, including the relevant salary, but calculated where appropriate on a pro rata basis in accordance with the part-time Employee's ordinary hours as a proportion of full-time ordinary hours.

Casual Employee

- 9.7 A casual Employee will not be engaged for more than 36.75 hours per week.
- 9.8 A casual Employee will be paid for a minimum of three hours for each engagement whether or not the time for which the casual Employee works is less than three hours.
- 9.9 A casual Employee who is a student, other than where their status as a student is irrelevant to their engagement and the work required, will not be engaged for more than 42 cumulative weeks per calendar year.
- 9.10 A casual Employee will be paid the appropriate hourly rate plus a casual loading of 25%. The appropriate hourly rate is calculated using the following formula:
- $$(\text{Annual salary for relevant classification} \div 52.17886) \div 36.75$$
- 9.11 A casual Employee will not be entitled to payment for any of the holidays prescribed by clause 30.1, unless the casual Employee is required to work on such a day.
- 9.12 A casual Employee will not be entitled to paid leave of any kind, except long service leave and leave in accordance with clause 48.
- 9.13 An Employee who accepts employment on an ongoing or fixed-term basis immediately following a period of casual employment will be entitled to have their prior service as a casual Employee with Student Life recognised as service for the purposes of parental leave and long service leave.
- 9.14 A casual Employee who has been employed by Student Life on a regular and systematic basis in the same or similar role for at least the immediately preceding 12-month period may apply to the Director of Student Life for conversion to non-casual employment. An application for conversion may be rejected if:
- 9.14.1 the Employee is a student;
 - 9.14.2 the Employee was a student in the immediately preceding three months;
 - 9.14.3 the Employee has a primary occupation elsewhere;
 - 9.14.4 the work the Employee has been undertaking is ad-hoc, intermittent, unpredictable or has irregular hours;
 - 9.14.5 the Employee has been replacing another Employee of Student Life; or
 - 9.14.6 the Employee was engaged to provide temporary work while Student Life recruit to fill one or more vacant positions.
- 9.15 If a casual Employee is offered conversion under clause 9.14 they will be offered ongoing or fixed-term employment that, subject to Student Life's operational requirements, will be reasonably consistent with the hours of work undertaken by the casual Employee in the immediately preceding 12 months.

- 9.16 For the purpose of clauses 9.14 and 9.15, occasional or short-term work performed by the Employee in another position, classification or team will not affect or count towards the Employee's eligibility for conversion, nor will it be included in determining an offer of non-casual employment.
- 9.17 A casual Employee must not have their hours reduced in order to avoid any obligation under clauses 9.14 or 9.15.

Fixed-Term Employment

- 9.18 Student Life may engage a fixed-term Employee in the following circumstances:
- 9.18.1 where the position is funded from a specific purpose grant for a project of limited duration;
 - 9.18.2 where the position is vacant as a result of an Employee's absence on leave (paid and/or unpaid) or secondment;
 - 9.18.3 where the position is of a temporary nature and limited duration for the purpose of undertaking a specific project or task;
 - 9.18.4 where, following appropriate consultation as provided for in clause 7:
 - (a) a new team is introduced and there is genuine uncertainty as to whether the new team will continue beyond 12 months. For the purpose of this provision, 'new team' shall not include teams providing substantially similar services to those already provided by Student Life; or
 - (b) a decision has been made to discontinue offering a service within 12 months of the appointment being made;
 - 9.18.5 where a position is offered as a performance based contract. For the purpose of this provision, a performance based contract may be offered to Employees who receive a total remuneration package in excess of \$130,000 (indexed over the life of the Agreement in line with salary increases), which sets out key performance criteria or targets, which must be met within defined timeframes or under defined circumstances ("performance based contracts"); or
 - 9.18.6 where a student is engaged for a period of no more than 12 months to undertake duties that do not replace the work being undertaken by Student Life Employees in ongoing roles.
- 9.19 There is no maximum duration for fixed-term engagements under sub-clauses 9.18.2 (replacement employees) or 9.18.5 (performance based contracts). For fixed-term engagements under sub-clause 9.18.4 the maximum duration of a fixed-term contract is 12 months. Unless specified otherwise above, in all other circumstances, the maximum duration of a fixed-term contract will be three years.
- 9.20 If the reason for a fixed-term position under sub-clause 9.18.1 or 9.18.3 no longer applies and the work of the position continues to be substantially required, or where the work of the position continues to be substantially required after three years (whichever comes first), the incumbent fixed-term Employee will be offered that ongoing position subject to satisfactory performance by the incumbent over the immediately preceding six month period.

- 9.21 Where a fixed-term Employee during the term of appointment is notified that there is to be either a renewal of the fixed-term appointment or that an ongoing appointment is to be made, Student Life will ensure that there is no break in employment between the Employee's appointments. In such circumstances, where a break in employment nevertheless does occur, service will be deemed to be continuous for all purposes under this Agreement.
- 9.22 Where a fixed-term Employee is immediately after, or during the course of, the Employee's term of appointment employed by Student Life on an ongoing basis, the Employee's period of service during the fixed-term will count as service with Student Life for all purposes.
- 9.23 Employment on a fixed-term contract will count as service for all purposes.
- 9.24 A fixed-term Employee may be employed on either a full-time or part-time basis.
- 9.25 Except as otherwise stated in this Agreement, a fixed-term Employee will be entitled to all the provisions of this Agreement.

10. **PROBATION**

Student Life may employ Employees on a probationary basis for a period not exceeding six months from the date the Employee commences employment. Employment can be terminated during this probationary period by either Student Life or the Employee providing to the other one week's notice. If Student Life ends an Employee's employment during the probationary period, it may provide one week's pay in lieu of notice.

11. **DISCIPLINE PROCEDURES – UNSATISFACTORY PERFORMANCE/CONDUCT**

- 11.1 This clause sets out the procedures for managing unsatisfactory performance and/or conduct, other than Serious Misconduct. This clause does not apply to Employees in their probationary period or to casual Employees.
- 11.2 At each step of the process the Employee concerned will have the right to the assistance of a representative of their choice including representation from the NTEU.

Stage One – Counselling for unsatisfactory performance and/or minor conduct concerns

- 11.3 If the Director of Student Life (or nominee) has concerns:
- 11.3.1 about an Employee's performance; and/or
 - 11.3.2 that an Employee has engaged in unsatisfactory conduct that would not justify an immediate first or final written warning,

the Director or nominee will instigate a meeting with the Employee and discuss the concerns. This stage will be in the form of counselling, clarification of expectations and roles, and constructive criticism will be provided. At this stage factors adversely affecting the performance of duties, but which are outside the Employee's control may be identified, as well as any training needs. Student Life will advise the Employee how the Employee must improve or alter the Employee's performance and/or conduct, in light of these considerations. If it considers it necessary, Student Life will provide the Employee with a verbal warning.

Stage Two – First written warning

- 11.4 If the Director of Student Life (or nominee):
- 11.4.1 has continuing or reoccurring concerns about unsatisfactory performance within no more than 12 months following Stage One counselling; or
 - 11.4.2 has continuing or reoccurring concerns about conduct following Stage One counselling; or
 - 11.4.3 has concerns that an Employee has engaged in unsatisfactory conduct that, in all the circumstances, justifies an immediate first written warning,

the Director or nominee will instigate a meeting with the Employee to discuss the concerns and the improvement required. Student Life may issue a first written warning. The warning will specify the reasons for the warning, detail how the Employee must improve or alter the Employee's conduct or performance, and set a reasonable timeframe within which the Employee is to demonstrate that improvement or change.

A copy of the warning will be given to the Employee and placed on the Employee's personnel file.

Stage Three – Final written warning

- 11.5 If the Director of Student Life (or nominee):
- 11.5.1 has continuing or reoccurring concerns about unsatisfactory performance within no more than 12 months following a Stage Two first written warning; or
 - 11.5.2 has continuing or reoccurring concerns about conduct following a Stage Two first written warning; or
 - 11.5.3 has concerns that an Employee has engaged in unsatisfactory conduct that, in all the circumstances, justifies a final written warning being issued immediately,

the Director or nominee will instigate a meeting with the Employee to discuss the concerns and the improvement required. Student Life may issue a final written warning. The warning will specify the reasons for the warning, detail how the Employee must improve or alter the Employee's conduct or performance, and set a timeframe within which the Employee is to demonstrate that improvement or change. A copy of the warning will be given to the Employee and placed on the Employee's personnel file.

Conduct that would justify a final written warning under clause 11.5.3 are instances of bullying, harassment, unlawful discrimination, verbal assault, physical aggression, property damage, negligence, misuse of Student Life resources or property, or conduct that creates a health and safety risk, that does not amount to Serious Misconduct. In determining whether an immediate final written warning is appropriate in the circumstances, Student Life will consider the Employee's response and any available relevant information.

Termination of employment

- 11.6 If the matter is still not resolved after the completion of the review period agreed to for the final written warning, Student Life shall:
- 11.6.1 inform the Employee of the intended outcome and give the Employee an opportunity to respond verbally and/or in writing within 48 hours or as otherwise agreed; and
 - 11.6.2 consider the Employee's response to the intended outcome before confirming the final outcome; and
 - 11.6.3 provide the Employee with written confirmation of the final outcome.
- 11.7 If the final outcome is termination of employment, Student Life will give the Employee the appropriate period of notice or payment in lieu thereof.

12. DISCIPLINE PROCEDURES – SERIOUS MISCONDUCT

- 12.1 This clause sets out the procedures for managing Serious Misconduct. This clause does not apply to Employees in their probationary period or casual Employees.
- 12.2 Throughout the process the Employee concerned will have the right to the assistance of a representative of their choice including representation from the NTEU.
- 12.3 Before taking disciplinary action against an Employee for Serious Misconduct, Student Life must:
- 12.3.1 inform the Employee in writing of the allegations of Serious Misconduct;
 - 12.3.2 allow the Employee reasonable time to respond to the allegations;
 - 12.3.3 after considering the Employee's response to the allegations, determine whether an investigation is required and, if so, arrange for an investigation to be conducted by an impartial and suitably skilled investigator;
 - 12.3.4 determine an appropriate outcome based on all the available information, including but not limited to the Employee's response and (if applicable) the investigation findings. Appropriate outcomes may include, but are not limited to, termination of employment, demotion, transfer to another position, a written warning, referral to the unsatisfactory performance/conduct procedures, or termination of the disciplinary process;
 - 12.3.5 inform the Employee of the intended outcome and give the Employee an opportunity to respond verbally and/or in writing within 48 hours or as otherwise agreed; and
 - 12.3.6 consider the Employee's response to the intended outcome before confirming or changing the intended outcome.
- 12.4 Student Life will provide the Employee with written confirmation of the final outcome.
- 12.5 If the final outcome is termination of employment for Serious Misconduct, the Employee is not entitled to any notice of termination or payment in lieu of notice.

13. **NOTICE OF TERMINATION**

- 13.1 Except in circumstances justifying summary dismissal without notice, Student Life may terminate an Employee's employment, or an Employee may resign from their employment, by giving the following period of notice in writing:

During probationary period:	1 week's notice
After completion of probationary period:	4 weeks' notice*

*Where Student Life is giving notice, this period will be increased to five weeks if the Employee is over 45 years old and has completed at least two years of continuous service.

- 13.2 Student Life may elect to make a payment in lieu of all or part of the notice period.
- 13.3 Student Life and the Employee may agree to a shorter period of notice.
- 13.4 **Statement of Service** - A written statement of service shall be provided at the request of the Employee.

14. **CHILD CARE**

- 14.1 An Employee responsible for the care of a child may, after negotiation with the Director of Student Life or nominee, be able to bring the child to work, where this does not adversely affect the performance of work by the Employee or other Employees and where the environment is a safe and reasonable place to do so.
- 14.2 Where an Employee is required to work overtime and child care is a particular problem for that Employee, this should be sufficient grounds for the Employee not to work overtime unless Student Life agrees that it will reimburse the Employee for any child care costs incurred as a result of the Employee working overtime as requested.

15. **EQUAL OPPORTUNITY**

- 15.1 Student Life has a comprehensive equal employment opportunity policy which may be updated from time to time as required.

16. **OCCUPATIONAL HEALTH AND SAFETY**

- 16.1 Student Life has a comprehensive occupational health and safety policy which may be updated from time to time as required.
- 16.2 The health and safety representative/s will be entitled to paid leave to attend an approved health and safety representative training course.
- 16.3 Student Life is committed to providing a healthy and safe environment for work that is free from bullying and violence.

17. **REDUNDANCY**

- 17.1 This clause does not apply to casual Employees or where a fixed-term Employee's employment ends upon the expiration of the fixed-term.

Consultation

- 17.2 Where Student Life proposes to make one or more Employees' positions redundant, it will consult with the affected Employees and the NTEU in accordance with clause 7.

Notice period and redeployment

- 17.3 If, following consultation, an Employee's position is to be made redundant, Student Life will give the Employee eight weeks' written notice of termination. An Employee may elect to terminate their employment before the expiry of the notice period, in which case the Employee will be paid a lump sum in lieu of the remainder of the notice period in addition to the redundancy entitlements prescribed in clause 17.6.
- 17.4 During the notice period, Student Life will take reasonable steps to redeploy the Employee into a suitable position within Student Life or an Associated Entity of Student Life.
- 17.5 During the notice period the Employee will be allowed reasonable time off without loss of pay for the purpose of seeking other employment, as well as reasonable access to resources to assist their endeavours, to find employment. The period of the reasonable time off during the notice period is to be agreed between the Director of Student Life or nominee and the Employee concerned.

Redundancy pay

- 17.6 If the Employee has not been redeployed by the end of the notice period, the Employee's employment will come to an end and Student Life will pay the Employee the following entitlements:
- 17.6.1 redundancy pay comprising of:
- (a) a lump sum payment of four weeks' pay; and
 - (b) four weeks' pay per year of service with Student Life, pro rata to the completed month;
- limited to a maximum of 52 weeks' pay;
- 17.6.2 payment for accrued but untaken annual leave entitlements, plus 17.5% annual leave loading; and
- 17.6.3 provided the Employee has more than one year's continuous employment with Student Life, a payment in lieu of the Employee's pro rata but untaken long service leave entitlements.
- 17.7 An Employee will not be entitled to receive the redundancy entitlements set out in clause 17.6 (except payment for untaken annual leave) if:
- 17.7.1 The Employee rejects an offer of alternative employment with Student Life or an Associated Entity of Student Life that is within the Employee's skills and capability (or could be with reasonable retraining) and which is at the same or similar location and no less favourable time fraction, rate of pay and mode of employment; or

- 17.7.2 The Employee rejects an offer of employment that would have been a transfer of employment under the Act and would have otherwise met the requirements of section 122(3) of the Act.

Note: If an Employee is not entitled to redundancy pay under the Agreement due to the operation of clause 17.7.1, the Employee will still be entitled to redundancy pay in accordance with the National Employment Standards, unless section 122(3) of the Act applies.

18. **WORKLOADS**

- 18.1 An Employee who claims that the Employee's workload is excessive will, in the first instance, discuss the claim with the Employee's supervisor.
- 18.2 Where the discussions referred to in clause 18.1 fail to resolve the claim, the Employee may seek to have the matter addressed under the dispute resolution procedures specified in clause 8.

PART 3 WAGES AND ALLOWANCES

19. **WAGES AND CLASSIFICATION STRUCTURE**

An Employee's salary and provisions in relation to the classification process and classification translation are set out in Schedule A to this Agreement.

20. **SUPERANNUATION**

- 20.1 Student Life will make superannuation contributions at the rate of 17% of Ordinary Time Earnings for each Employee, other than a casual Employee, to a complying superannuation fund. This contribution will include the contribution which Student Life must make on behalf of Employees under the superannuation guarantee legislation.
- 20.2 The superannuation contributions to be made by Student Life for casual Employees will be limited to the level of contributions specified by the superannuation guarantee legislation.
- 20.3 Employees may choose a compliant superannuation fund into which the Employee's contributions are paid by Student Life. If an Employee has not chosen their own superannuation fund, the Employee will be enrolled in Division D Accumulation Fund of the UniSuper fund, or its successor, and Student Life will make contributions into that fund.

Superannuation contributions made when Employee absent from work

- 20.4 **Paid Leave** - contributions will continue whilst an Employee is absent on all paid leave such as annual leave, long service leave, public holidays, jury service, personal leave and compassionate leave.
- 20.5 **Unpaid Leave** - contributions will not be required to be made in respect of any absence from work without pay.

- 20.6 **Work Related Injury or Sickness** - in the event of an Employee's absence from work due to work-related injury or sickness, contributions will continue for the period of the absence, provided that the Employee is in receipt of payments in accordance with worker's compensation legislation.

21. **HIGHER DUTIES ALLOWANCE**

- 21.1 Where an Employee performs part of the duties of a higher classification position, the Employee will be paid an allowance which will be equal to the difference between the Employee's salary and the salary paid in the higher classification position with the proportion being equal to the proportion of the duties of the higher classification position actually performed by the Employee.
- 21.2 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.
- 21.3 For the purpose of this clause a public holiday shall count as part of the qualifying period.
- 21.4 Higher Duties Allowance shall be payable from the date the Employee commenced the higher duties.
- 21.5 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.
- 21.6 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.
- 21.7 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 provided that, but for the taking of the leave, the Employee would have continued to perform the higher duties for that period.
- 21.8 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.
- 21.9 An Employee shall not be penalised in any way for a refusal to perform higher duties.

22. **WORK-RELATED TRAVEL**

- 22.1 If an Employee is required by Student Life to travel overnight as part of their duties:
- 22.1.1 Student Life will cover the reasonable costs of the Employee's transportation, accommodation, meals and incidental expenditure; and
 - 22.1.2 transportation time will count as time worked by the Employee.

The mode of transportation and specific accommodation must be approved by Student Life in advance of the travel, except in emergency situations where approval will be granted retrospectively.

Incidental expenditure means minor expenses incurred by the Employee as a direct result of their work-related travel. In determining what costs are reasonable, Student Life will have regard to the relevant rulings published by the Australian Tax Office.

22.2 If, in circumstances that do not involve overnight travel, an Employee is required by Student Life to work from a location other than a campus of Swinburne University of Technology:

22.2.1 Student Life will cover the transportation costs incurred to reach that location; and

22.2.2 transportation time will count as time worked by the Employee.

The mode of transportation to the relevant work location must be approved by Student Life in advance of the travel.

22.3 Where Student Life is to cover costs under sub-clause 22.1 or 22.2 by reimbursing the Employee, the Employee must provide a receipt for the relevant expenses or other reasonable evidence of expenditure if a receipt is not available.

22.4 If the mode of transportation approved by Student Life under sub-clause 22.1 or 22.2 is the Employee's own vehicle, the costs to be covered by Student Life will be calculated using the cents per kilometre rate set by the Australian Tax Office.

22.5 If Student Life and an Employee agree that the Employee's usual work location is a location other than a Swinburne University of Technology campus, then, with respect to that Employee, sub-clause 22.2 is to be read as if the references to a Swinburne University of Technology campus included the Employee's usual work location.

23. **PAYMENT OF WAGES**

23.1 All Employees shall be paid their salaries on the basis of a fortnightly pay period via electronic transfer.

23.2 Payment for overtime worked by an Employee will be paid no later than the pay day of the following fortnightly pay period provided that a claim for overtime is received prior to the payroll processing deadline.

23.3 Employees will be provided with a fortnightly payslip that includes their gross and net pay, any additional payments, deductions and superannuation contributions.

23.4 Where the processing of pay is affected by a public holiday observed by Student Life, salaries may be processed on the preceding or next business day on which Student Life operates.

23.5 Student Life shall only make deductions from an Employee's salary with the written authority of the Employee or as required by law.

23.6 If authorised in writing by an Employee, Student Life will deduct NTEU membership fees from the Employee's pay and facilitate the payment of membership fees to the NTEU.

24. **SALARY PACKAGING**

In lieu of salary, Employees may elect to salary package employment benefits including superannuation in accordance with Government policy, taxation, legislation and Student Life policy, provided that their salary as specified in Schedule A shall be used for calculating all benefits pursuant to this Agreement or entitlements upon cessation of employment.

24.1 This clause does not apply to:

24.1.1 Employees engaged on a fixed-term basis for less than 12 months; and

24.1.2 Casual Employees.

PART 4 HOURS OF WORK AND OVERTIME

25. **HOURS OF WORK**

25.1 Ordinary hours of work will be worked between the hours of 8.00 am and 6.00 pm Monday to Friday inclusive, specific hours will be determined in consultation with Employees.

25.2 The ordinary hours of work will not exceed an average of 36.75 hours per week Monday to Friday or an average of 147 hours within a four week work cycle.

25.3 The ordinary hours of work for part-time Employees will be fixed when a part-time Employee is engaged and may only be varied by mutual agreement between Student Life and the Employee.

26. **MEAL BREAKS**

26.1 An Employee shall not be required to work more than five consecutive hours without a break for a meal.

26.2 A meal break shall be at least 30 minutes but not more than one hour.

26.3 Time taken as meal breaks shall not be paid and shall not be counted as time worked.

27. **OVERTIME AND TIME OFF IN LIEU**

Overtime

27.1 All pre-authorised time worked in excess of or outside of the ordinary hours of duty prescribed by clause 25 shall be overtime and shall be paid for in accordance with this clause.

27.2 An Employee may be asked to work a reasonable amount of overtime with reasonable notice, provided that an Employee may refuse to work overtime in the event that it will cause personal difficulties including if the Employee is unable to organise alternative child minding arrangements.

27.3 Overtime shall be calculated to the nearest quarter of an hour of the total amount of overtime worked in a shift.

Overtime pay for Employees paid at or below the salary prescribed for Level 7

- 27.4 Where the ordinary hours of duty are fixed, each day's work shall stand alone in computing overtime and overtime rates shall apply to all time worked in excess of or outside of the fixed hours.
- 27.5 Where daily ordinary hours of duty are flexible the total hours worked in a work cycle as defined in clause 25 shall be computed and overtime rates shall apply to all time worked in excess of the ordinary hours of duty prescribed for the work cycle.
- 27.6 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.
- 27.7 Where overtime is not continuous with ordinary 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.
- 27.8 The salary of an Employee for the purposes of computation of overtime shall not include shift work allowances or the casual loading but shall include higher duties allowance and any other allowance in the nature of salary.
- 27.9 The following rates shall apply in respect of overtime:
- 27.9.1 overtime worked Monday to Saturday inclusive - ordinary rate plus 50% for the first three hours and ordinary rate plus 100% thereafter;
 - 27.9.2 for overtime worked on Sunday - ordinary rate plus 100%
- 27.10 An Employee required to work overtime which is not continuous with ordinary duty shall receive a minimum of three hours payment in respect of that overtime notwithstanding the period of duty may be less than three hours.
- 27.11 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.

Rest relief after overtime

- 27.12 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.
- 27.13 An Employee required by Student Life 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.
- 27.14 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 the place of work and back.

Time off in lieu (TOIL)

- 27.15 Where it is agreed between an Employee in receipt of a salary at or below that prescribed for classification Level 7 and that Employee's manager or supervisor, prior to the overtime being worked, that paid overtime is not practicable, the overtime will accrue as TOIL and be calculated in the same manner as is prescribed in clause 27.9.
- 27.16 An Employee in receipt of a salary in excess of that prescribed for classification Level 7 shall not be eligible to receive payment for overtime but shall be allowed TOIL equivalent to the period of overtime worked.
- 27.17 An Employee who undertakes approved training outside of the ordinary working hours shall accrue TOIL at the rates specified in clause 27.9 or 27.16 as applicable.
- 27.18 TOIL granted for working on Cup Day, Labour Day or the Queens Birthday shall be at 200% of the relevant hourly rate.
- 27.19 Where possible, TOIL must be taken within three months of its accrual and should not be allowed to accrue to more than 38 hours at any one time. If TOIL is not taken within three months of its accrual, Student Life will pay out the TOIL to the Employee. TOIL not taken on termination of employment will be paid out. If TOIL is paid out, the amount payable to the Employee will be the amount that would have been payable to the Employee had the Employee taken the accrued TOIL.

Overtime meal allowance

- 27.20 If an Employee is required to work more than two consecutive hours of overtime on a single day and becomes entitled to an unpaid meal break during the overtime period in accordance with clause 26, Student Life will either provide the Employee with a nutritious meal consistent with the Employee's needs or pay the Employee an overtime meal allowance of \$16.61 (indexed over the life of the Agreement in line with salary increases) for each such meal break.
- 27.21 Where the overtime continues for more than four hours after the meal break referred to in clause 27.20, Student Life will either provide the Employee with a further unpaid break and either provide an additional nutritious meal or pay a further overtime meal allowance after each additional four hour period of overtime worked.
- 27.22 Clauses 27.20 and 27.21 will not apply when the Employee is attending a Student Life function or event where meals are provided.

Overnight camps/trips

- 27.23 In circumstances where an Employee has agreed to supervise one or more overnight camps/trips per calendar year:
- 27.23.1 **Monday to Friday:**
- (a) If the camp/trip (or part thereof) falls on a day on which the Employee ordinarily works, the Employee will receive their ordinary salary in respect of that day, plus four hours TOIL for each 24-hour period that they are on call. The Employee is not entitled to any other overtime benefits under this clause 27.
- (b) If the camp/trip (or part thereof) falls on a day on which the Employee does not ordinarily work, the Employee will be paid for the hours worked on that day up to a maximum of 7.35 hours at their ordinary rate of pay, plus four hours TOIL for each 24-hour

period that they are on call. The Employee is not entitled to any other overtime benefits under this clause 27.

- 27.23.2 **Saturday and Sunday:** If the camp/trip (or part thereof) falls on a Saturday or Sunday, the Employee will be entitled to overtime pay or TOIL in accordance with this clause 27 for the hours worked on that day up to a maximum of 7.35 hours, plus four hours TOIL for each 24-hour period that they are on call.

28. **FLEXIBLE ARRANGEMENTS**

28.1 This clause constitutes the flexibility term referred to in section 202 of the Act.

28.2 An Employee shall be entitled to enter into an individual flexibility arrangement with Student Life about any of the following matters:

Flexitime

28.2.1 An Employee, other than a casual Employee, may work flexible hours (flexitime) by the agreed alteration to the manner in which an Employee usually works their ordinary hours of work or by the alteration in the span of hours. The proposal to work flexitime may be initiated by either the Director of Student Life or nominee or an Employee.

28.2.2 The ability to work flexitime is subject to the needs of Student Life's business. The introduction of flexitime is subject to the requirements of operational efficiency and the maintenance of a level of Employees adequate for effective communication and the proper discharge of day-to-day functions and responsibilities.

28.2.3 It is also recognised that flexitime may be an important aspect of the commitment of Student Life to family-friendly work practices. Flexitime is based on co-operation and trust between Employees and management.

28.2.4 This Clause has the effect of varying clause 25.

28.3 Student Life shall ensure in relation to entering into an individual flexibility arrangement that:

28.3.1 It is genuinely agreed to by Student Life and the Employee.

28.3.2 It is about a "permitted matter" and is not an "unlawful term", as defined in the Act.

28.3.3 The Employee will be better off overall as a result of entering into the individual flexibility arrangement than would have been the case if they had not done so.

28.3.4 The individual flexibility arrangement does not require that anyone else approve it, other than the Employee (or in the case of an Employee under the age of 18, by their parent or guardian) and Student Life.

28.3.5 The individual flexibility arrangement may be terminated at any time by agreement in writing, and can be terminated unilaterally at 28 days' notice.

- 28.3.6 The individual flexibility arrangement is agreed to in writing and signed by the Employee (or in the case of an Employee under the age of 18, by their parent or guardian) and Student Life.
- 28.3.7 Student Life must give the individual Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

29. **WORKING FROM HOME ARRANGEMENTS**

Student Life will consult with Employees and NTEU on the development of a working from home policy within six months after the commencement of this Agreement. The policy will set out the criteria upon which an Employee can request working from home arrangements on a regular or ad-hoc basis.

PART 5 STATUTORY HOLIDAYS AND LEAVE

Except where expressly stated otherwise, this Part does not apply to casual Employees

30. **PUBLIC HOLIDAYS AND CHRISTMAS CLOSURE**

- 30.1 Employees will be entitled to the following holidays without loss of pay:
 - 30.1.1 New Year's Day, Good Friday, Easter Saturday (if the Employee normally works on that day), Easter Monday, Easter Tuesday, Christmas Day, Boxing Day; and
 - 30.1.2 the following days, as prescribed throughout the state of Victoria: Australia Day, ANZAC Day, Queen's Birthday and Labour Day; and
 - 30.1.3 any other day or days as may be gazetted in addition to or in substitution of any of these days by proclamation or Act of Parliament, and including Melbourne Cup Day and the Friday before the AFL Grand Final.
- 30.2 Provided that where Christmas Day, Boxing Day and New Year's Day fall on weekends, substitute days shall be given on the next Monday and/or Tuesday.

Shut Down - Christmas / New Year Closure

- 30.3 Employees are entitled to take paid leave in the period between Christmas and New Year's Day without this period of leave being deducted from the Employee's leave entitlements. The amount of paid leave for each Employee will be the amount of ordinary hours the Employee otherwise would have worked between Christmas and New Year's Day.

31. **ANNUAL LEAVE**

- 31.1 An Employee, other than a casual Employee, is entitled to four weeks of paid annual leave per year in accordance with the Act. Annual leave accrues progressively throughout a year of service according to the Employee's ordinary hours of work and accumulates from year to year.

- 31.2 Where a public holiday occurs during the period an Employee is absent on annual leave and such holiday is observed by Student Life, no deduction shall be made for that day from the annual leave credits of the Employee.
- 31.3 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 Health 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.
- 31.4 The time of taking annual leave shall be by mutual agreement between the Employee and the supervisor provided that:
- 31.4.1 the Employee shall be entitled to take up to four weeks of annual leave as a single continuous period, and a request to take a longer continuous period of leave will not be unreasonably refused;
 - 31.4.2 with the approval of the Director of Student Life, the Employee may be granted annual leave in advance of the date on which the Employee will accrue an entitlement to such leave.
- 31.5 If the Employee and the supervisor are unable to agree upon the time of taking annual leave, the matter shall be referred to the Director of Student Life for resolution.
- 31.6 Where an Employee resigns or retires, is dismissed or is 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 due to the Employee's death, such payment shall be made to the personal legal representative of the Employee.

Excessive annual leave

- 31.7 An accumulated annual leave balance in excess of eight weeks will be considered by Student Life as excessive (**Excessive Accrual**).
- 31.8 If an Employee has an Excessive Accrual, Student Life will confer with the Employee and genuinely try to reach agreement on how to reduce or eliminate the Excessive Accrual.
- 31.9 If Student Life has genuinely tried to reach an agreement with the Employee under clause 31.8, but agreement has not been reached, Student Life may direct the Employee in writing to take one or more periods of paid annual leave, provided that the direction must:
- 31.9.1 not require the Employee to reduce their annual leave accrual to less than six weeks;
 - 31.9.2 not require the Employee to take any period of paid annual leave of less than one week;
 - 31.9.3 provide the Employee with at least eight weeks', and no more than twelve months', notice of the date on which any period of annual leave is to commence; and
 - 31.9.4 be consistent with any leave arrangement agreed to by Student Life and the Employee.

32. **ANNUAL LEAVE LOADING**

- 32.1 Employees are entitled to a 17.5% annual leave loading, at the rate of four weeks for each completed year of service, from the date of appointment subject to a maximum payment of the equivalent of the Australian Bureau of Statistics' average weekly total earnings of all males (Australia) for the most recent period preceding the date of payment.
- 32.2 Annual leave loading is calculated on the ordinary salary/wage rate of payment (excluding weekends, public holidays, overtime and penalty rates). Leave loading will be payable on the first pay period in December each year or pro rata on the date of termination of employment.

33. **PERSONAL/CARER'S LEAVE**

Paid personal/carer's leave

- 33.1 An Employee, other than a casual Employee, shall be entitled to 15 days of paid personal/carer's leave per year, which will be credited in advance as follows.
- 33.1.1 For new ongoing Employees and new fixed-term Employees engaged on a contract of at least two years' duration:
- (a) 30 days' leave in respect of the Employee's first two years of service; and
- (b) 15 days' leave for each subsequent year of service, except that, in the final year of service under a fixed-term contract, a fixed-term Employee will be credited in advance with leave pro-rated based on the remaining term of the contract.
- 33.1.2 For new fixed-term Employees engaged on a contract of less than two years' duration, leave at the rate of 15 days per year, pro-rated based on the entire duration of that contract.
- 33.1.3 Where an existing fixed-term Employee is re-engaged by Student Life on an ongoing basis or on a further fixed-term contract of at least one year's duration, 15 days' leave for each year of service under that engagement, except that, in the final year of service under a fixed-term contract, a fixed-term Employee will be credited in advance with leave pro-rated based on the remaining term of the contract.
- 33.1.4 Where an existing fixed-term Employee is re-engaged by Student Life on a further fixed-term contract of less than one year's duration, leave at the rate of 15 days per year, pro-rated based on the entire duration of that contract.
- 33.2 Personal/carer's leave shall accumulate from year to year if not taken.
- 33.3 An Employee may take personal/carer's leave if the leave is taken:
- 33.3.1 because the Employee is not fit for work because of a personal illness or injury affecting the Employee; or

- 33.3.2 to provide care or support for a member of the Employee's Immediate Family or household who requires care or support because of:
- (a) a personal illness or injury affecting the member; or
 - (b) an unexpected emergency affecting the member.
- 33.4 Accrued but untaken personal leave shall be transferable between Associated Entities of Student Life provided that such leave shall only be recognised where any break in service between the cessation of duty with an approved employer and commencement of duty with Student Life does not exceed 12 months.
- 33.5 Where a public holiday falls during a period when an Employee is absent on personal/carer's leave and such holiday is observed by Student Life, no deduction shall be made for that day from the personal/carer's leave credits of the Employee.

Unpaid carer's leave

- 33.6 An Employee, including a casual Employee, is entitled to two days of unpaid carer's leave per occasion in the circumstances described at clause 33.3.2. An Employee cannot take unpaid carer's leave during a particular period if the Employee could instead take paid personal/carer's leave for that period.

Notice and evidence requirements

- 33.7 For any day of paid and/or unpaid personal/carer's leave which forms part of 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 in any year of service, the Employee shall furnish proof of illness to Student Life. A certificate from a Registered Health Practitioner 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 annual leave credits of the Employee.
- 33.8 The Employee will give Student Life notice as soon as practicable (which may be once the leave has commenced) of the intention to take leave, the reasons for taking such leave, the estimated length of absence and (for carer's leave only) the name of the person requiring care and the person's relationship to the Employee.

Additional carer's leave

- 33.9 If an Employee has exhausted their paid personal/carer's leave entitlement and needs to take leave due to one of the circumstances described at clause 33.3.2 they may take up to five days of additional paid carer's leave per year of service, subject to meeting the notice and evidence requirements of clause 33.7 and 33.8. This leave is non-cumulative and any unused leave does not carry over from year to year.

Isolation leave

- 33.10 An Employee who contracts an infectious disease classified as notifiable to any state or federal government health agency or authority, or who is required by a Registered Health 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.

34. **LONG SERVICE LEAVE**

34.1 Long service leave is provided as per the *Long Service Leave Act 2018 (Vic) (LSL Act)*, as amended from time to time, subject to the additional benefits provided in this clause.

34.2 For the purposes of this clause:

34.2.1 **Continuous Employment** has the same meaning as defined in the LSL Act.

34.2.2 **Ordinary Pay** has the same meaning as defined in the LSL Act.

Entitlement

34.3 Upon completing seven years of Continuous Employment with Student Life, an Employee, including a casual Employee, is entitled to 9.1 weeks of long service leave on Ordinary Pay. For each additional year of Continuous Employment thereafter, an Employee is entitled to a further 1.3 weeks of long service leave on Ordinary Pay.

Recognition of service with related entities

34.4 Employment with a related body corporate of Student Life (**related entity**) is taken to be employment with Student Life for the purposes of determining an Employee's long service leave entitlement. Where an Employee was previously employed by a related entity and notifies Student Life in writing of that prior employment:

34.4.1 the Employee's employment will be taken to be continuous if the Employee was employed by Student Life no later than 12 months after ending their employment with the related entity; but

34.4.2 the break between employment with the related entity and employment with Student Life is not taken to be a period of employment when calculating the length of the Employee's Continuous Employment.

Taking long service leave

34.5 An Employee may make a request to Student Life to take long service leave for a period of not less than one day. Student Life must grant an Employee's request to take long service leave as soon as practicable after receiving the request, unless Student Life has reasonable business grounds for refusing the request. If the Employee provides at least six months' notice of their intention to take long service leave, Student Life will not refuse the request.

34.6 An Employee may elect to take a period of long service twice as long as the period to which the Employee would otherwise be entitled and at a rate of pay equal to half the Employee's Ordinary Pay.

34.7 If an Employee has a long service balance of 16 weeks or more, and Student Life has made a bona fide effort to agree with the Employee on a time for taking the leave, Student Life may direct the Employee to take a period of long service leave at a specified time. The period of leave directed to be taken must not reduce the Employee's long service leave balance to less than 13 weeks. Student Life must give the Employee at least 26 weeks' written notice of the requirement to take leave.

34.8 Employees who were employed by Student Life immediately prior to the commencement of this Agreement may, after completing five years of Continuous Employment, take pro rata long service leave subject to making a request in accordance with clause 34.5.

Illness during long service leave

- 34.9 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 Health 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.

Public holidays during long service leave

- 34.10 Where a public holiday occurs during the period that an Employee is absent on long service leave and such holiday is observed by Student Life no deduction shall be made for that day from the long service leave credits of the Employee.

Payout of long service leave at the end of employment

- 34.11 If an Employee's employment ends (other than because of the Employee's death or retirement on the grounds of age or ill-health):
- 34.11.1 after the Employee has completed at least seven years of Continuous Employment; and
 - 34.11.2 before the Employee has taken all the long service leave to which the Employee is entitled;

Student Life must pay the Employee the full amount of the Employee's long service leave entitlement as at the day that the employment ended.

- 34.12 If an Employee's employment ends, because of the Employee's death or retirement on the grounds of age or ill-health, after the Employee has completed at least four years of Continuous Employment, Student Life must pay the Employee (or, in the case of the Employee's death, the Employee's personal representative) the Employee's pro rata long service leave entitlement as at the day that the employment ended, less any long service leave taken by the Employee.
- 34.13 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 year.

35. PAID LEAVE FOR TRADE UNION TRAINING

- 35.1 An Employee who has been selected to attend an approved trade union education course will be entitled to a maximum of five days' paid leave per calendar year for that purpose, provided that operating requirements permit the granting of such leave. Student Life may approve paid leave of absence in excess of five days and up to a maximum of ten days in any one year except that the total leave granted, in that year and the subsequent year will not exceed ten days in total.
- 35.2 Approved trade union education courses will include any course conducted:
- 35.2.1 by or with the support of the NTEU;
 - 35.2.2 by or under the auspices of an association of trade unions, the scope, content and level of which course contributes to a better understanding of industrial relations.

- 35.3 An application for leave under this clause will be accompanied by a statement from the NTEU to the effect that the NTEU has nominated the Employee for the course or supports the Employee's application. The application must be accompanied by a statement detailing dates, times, venue and content of the education course.
- 35.4 Leave granted under this clause:
- 35.4.1 will be on full pay which will include payments which are deemed to be part of pay for all purposes but will not include shift penalty and overtime payments;
 - 35.4.2 may include any necessary travelling time in normal working hours immediately before or after the education course; and
 - 35.4.3 will count as service for all purposes.
- 35.5 An Employee granted leave under this clause will not be entitled to reimbursement of personal expenses such as fares, accommodation or meal costs incurred in attending an education course.

36. COMPASSIONATE LEAVE

- 36.1 Subject to the Employee giving Student Life notice as soon as practicable (which may be once the absence has commenced), an Employee will, upon the death, serious illness or serious injury of a partner, son, daughter, step-son, stepdaughter, parent, step-mother, step-father, brother, sister, step-brother, step-sister, grandson, granddaughter, grandparent, parent-in-law, son-in-law, daughter-in-law, member of the Employee's household or any other person approved by Student Life (including a close friend), be entitled to leave of absence without loss of pay, for a period not exceeding five days per occasion.
- 36.2 Where the period of leave granted under clause 36.1 is inadequate due to special circumstances, such as a delayed funeral or the need for the Employee to undertake extensive travel, the Employee may use other accumulated leave credits for which they are eligible to extend the period of leave.

37. SPECIAL LEAVE

In cases of pressing necessity other than illness of the Employee, Student Life may grant additional paid leave at the discretion of the Director of Student Life.

38. STUDY LEAVE

- 38.1 To be eligible for study leave, a course of study must be relevant to the Employee's position and have the ability to enhance the knowledge, skills and/or expertise of the incumbent. It is the responsibility of the Director of Student Life or nominee to determine whether or not a course of study meets these requirements in order for an Employee to have an entitlement to this provision.
- 38.2 Before study leave is approved, the Director of Student Life and the Employee must confer over the timing of the study leave. Wherever possible, the Employee must schedule their studies so as to cause the least impact to Student Life's operations.

- 38.3 One subject per semester - up to three hours per week for the attendance of lectures and tutorials and up to two days per annum for the preparing and attending of examinations.
- 38.4 Two or more subjects per semester - up to five hours per week for the attendance of lectures and tutorials and up to four days per annum for the preparing and attending of examinations.
- 38.5 Employees studying via flexible delivery shall be entitled to the stated hours above for the preparation of course work, rather than the attending of lectures or tutorials. Preparing and attending examinations is in accordance with the above-mentioned formula, depending on the number of subjects.
- 38.6 Where an approved course of study is conducted other than in semesters, the Director of Student Life will, following discussion with the Employee, determine an appropriate grant of study leave.
- 38.7 Part-time Employees will be entitled to study leave on a pro rata basis.
- 38.8 Employees who are undertaking a course of study but who are not receiving paid study leave will be entitled to paid time off to sit examinations subject to approval from the Director of Student Life.

39. **LEAVE TO ATTEND NTEU COUNCIL**

Delegates to NTEU Council will be granted leave with pay for the purposes of attending State and National Councils of the NTEU.

40. **PARENTAL LEAVE**

40.1 **Summary of parental leave entitlements**

40.1.1 Parental leave entitlements are summarised in the following table:

	Paid leave	Unpaid leave	Total
<i>Non-Casual Employees</i>			
Primary Caregiver – At least 12 months’ Continuous Service	14 weeks of paid leave; and 38 weeks of 60% paid leave / 40% unpaid leave	Nil (Right to request up to 52 additional weeks unpaid leave)	52 weeks (Up to 104 weeks if request granted)
Primary Caregiver – Less than 12 months’ Continuous Service	One week of paid leave per month of completed service	Up to 52 weeks, less any paid leave	52 weeks
Secondary Caregiver	4 weeks of paid leave	Nil	4 weeks

	Paid leave	Unpaid leave	Total
Foster parent leave	6 weeks at 50% pay for a child under 5 years 3 weeks at 50% pay for a child 5 years or older	Nil	6 weeks 3 weeks
Casual Employees			
Eligible Casual Employee	Nil	52 weeks	52 weeks

40.1.2 This clause operates in conjunction with the NES provisions relating to parental leave. The NES contains entitlements to parental leave which may be accessed by an Employee in conjunction with, instead of or in addition to the entitlements under this clause, subject to the Employee meeting any eligibility requirements set by the NES. Such entitlements may include:

- (a) keeping in touch days;
- (b) unpaid special maternity leave;
- (c) transfer to a safe job;
- (d) paid/unpaid no safe job leave;
- (e) unpaid pre-adoption leave.

40.2 **Eligible Casual Employees**

40.2.1 An Eligible Casual Employee is entitled to 12 months of unpaid parental leave in accordance with the NES.

40.2.2 A casual Employee, including an Eligible Casual Employee, is not entitled to any paid parental leave under this clause. The remainder of this clause does not apply to Casual Employees.

40.3 **Parental leave entitlements**

40.3.1 In order for an Employee to be entitled to parental leave in accordance with this clause, the leave must be associated with either:

- (a) the birth of a child (or children from a multiple birth) of the Employee or the Employee's Spouse;
- (b) the placement of a child with the Employee for adoption, provided that the child:
 - (i) is, or will be, under 16 years of age as at the day of placement, or the expected day of placement;
 - (ii) has not, or will not have, lived continuously with the Employee for a period of six months or more as at the day of placement, or the expected day of placement; and

- (iii) is not (otherwise than because of the adoption) a child of the Employee or the Employee's Spouse.

40.3.2 Primary Caregiver entitlement – at least 12 months' continuous service

- (a) An Employee who is the Primary Caregiver for the child and who, as at the date of commencement of the leave, has completed at least 12 months' continuous service with Student Life since the commencement of their employment and/or since the end of their most recent period of parental leave is entitled to 52 weeks of parental leave consisting of:
 - (i) 14 weeks of paid leave; and
 - (ii) 38 weeks of 60% paid leave and 40% unpaid leave.
- (b) An Employee may, with the agreement of their manager, return to work during the period of up to 38 weeks' leave at 60% paid leave, which will reduce or replace the 40% unpaid leave. An Employee will not be able to work or be paid for more than their full-time fraction with the combination of Primary Caregiver leave and work. The Employee must be the Primary Caregiver for the child on the leave days in order to remain eligible for Primary Caregiver leave.
- (c) An Employee may, with the agreement of their manager, take 28 weeks of 50% paid leave and 50% unpaid leave instead of the 14 weeks' paid leave, resulting in the Employee taking up to 66 weeks of parental leave.
- (d) If requested by the Employee, the Primary Caregiver leave may be paid to the Employee in advance as a lump sum.

40.3.3 Primary Caregiver entitlement – less than 12 months' continuous service

- (a) An Employee who is the Primary Caregiver for the child but who, as at the date of commencement of the leave, has completed less than 12 months' continuous service with Student Life since the commencement of their employment and/or since the end of their most recent period of parental leave is entitled to 52 weeks of parental leave consisting of:
 - (i) one week of paid leave for each completed month of continuous service (but not less than four weeks' paid leave); and
 - (ii) additional unpaid leave, such as to bring the total period of parental leave to no more than 52 weeks.
- (b) If requested by the Employee, the paid primary caregiver leave may be paid to the Employee in advance as a lump sum.

40.3.4 Primary Caregiver entitlement – employee couples

- (a) An Employee is a member of an employee couple if the Employee's Spouse is an Employee of Student Life or an Associated Entity of Student Life.
- (b) The combined amount of paid parental leave which may be taken by an employee couple cannot exceed 52 weeks of leave, unless an Employee is taking 50% paid leave in accordance with clause 40.3.2(c) (or the Employee's Spouse is taking a portion of their leave at half pay under an equivalent clause in the instrument that applies to them), in which case the combined period of paid leave cannot exceed 66 weeks.

40.3.5 **Taking Primary Caregiver leave**

- (a) If the Employee is the birth-mother and she will be the first Primary Caregiver, her period of birth-related parental leave must start no sooner than 20 weeks before the expected date of birth and must start no later than the date of birth.
 - (i) However, if a pregnant Employee continues to work during the six-week period immediately preceding the expected date of birth, Student Life may require the Employee to provide a medical certificate stating that she is fit to perform her normal duties. If the Employee provides such a certificate, she may continue to work. If the Employee does not provide such a medical certificate within seven days, or provides a medical certificate stating that the Employee is not fit to perform her normal duties, Student Life may require the Employee to commence Primary Caregiver leave.
- (b) If the Employee is not the birth-mother and they will be the first Primary Caregiver, their period of parental leave must start on the date of birth/placement.
- (c) If the Employee is the second Primary Caregiver, their period of parental leave must start immediately following the end of the first Primary Caregiver's period of parental leave.
- (d) Primary Caregiver leave must be taken in a single continuous period (except keeping in touch days and any part-time Primary Caregiver leave taken in accordance with clause 40.3.2(b)).
- (e) Any paid Primary Caregiver leave must end before the child's first birthday (birth-related leave) or first anniversary of placement (adoption-related leave) unless the Employee is taking 50% paid leave in accordance with clause 40.3.2(c), in which case the end date must be no later than 14 weeks after the child's first birthday or anniversary of placement.

40.3.6 **Secondary Caregiver entitlement**

- (a) An Employee who is a Secondary Caregiver for the child is entitled to four weeks' paid parental leave.
- (b) An Employee may take both Secondary Caregiver and Primary Caregiver leave in relation to the same child; however, the Employee's entitlement to paid Primary Caregiver leave under sub-clause 40.3.2(a)(i) or 40.3.3(a)(i) is reduced by the amount of any Secondary Caregiver leave taken by that Employee.

40.3.7 **Taking Secondary Caregiver leave**

- (a) Secondary Caregiver leave must start no sooner than three months before the expected date of birth/placement and must end no later than three months after the date of birth/placement.
- (b) Secondary Caregiver leave may be taken in a single continuous period or in separate, shorter periods.

40.4 **Notice and evidence requirements**

40.4.1 An Employee must give Student Life at least 10 weeks' written notice of their intention to take parental leave, including the proposed start and end dates. At this time, the Employee must also provide the following documentation to Student Life:

(a) **Birth-related leave**

- (i) A statutory declaration stating:
 - a. that a child of the Employee or the Employee's Spouse has been or is expected to be born;
 - b. the actual or expected date of birth;
 - c. that the Employee will be either the Primary Caregiver or the Secondary Caregiver, as appropriate;
 - d. the particulars of any parental leave that the Employee's Spouse has taken or intends to take; and
 - e. that for the period of parental leave the Employee will not engage in any conduct inconsistent with their contract of employment; and
- (ii) A medical certificate stating the actual or expected date of birth.

(b) **Adoption-related leave**

- (i) A statutory declaration stating:
 - a. that a child is to be placed with the Employee for adoption;
 - b. the actual or expected date of placement;
 - c. the age of the child at the actual or expected date of placement;
 - d. that the Employee will be either the Primary Caregiver or the Secondary Caregiver, as appropriate;
 - e. the particulars of any parental leave that the Employee's Spouse has taken or intends to take; and
 - f. that for the period of parental leave the Employee will not engage in any conduct inconsistent with their contract of employment; and
- (ii) A statement from an adoption agency or other appropriate body confirming the adoption, including the actual or expected date of placement.

40.4.2 At least four weeks before the intended commencement of parental leave, the Employee must give Student Life written confirmation of the intended start and end dates notified in accordance with clause 40.4.1, or advise the Employer of any changes to the start and end dates notified in accordance with clause 40.4.1.

40.5 **Use of leave**

- 40.5.1 Instead of taking unpaid leave (including unpaid leave that runs concurrently with 50% or 60% paid leave), an Employee may take annual, long service or personal/carer's leave, subject to the usual requirements for taking such leave.
- 40.5.2 Annual, long service or personal/carer's leave taken in accordance with clause 40.5.1 does not extend the Employee's parental leave entitlements.
- 40.5.3 An Employee cannot be paid for more than their full-time fraction with a combination of paid parental leave and other leave taken in accordance with clause 40.5.1.

40.6 **Varying parental leave**

40.6.1 **Extending Primary Caregiver parental leave**

- (a) An Employee who has initially elected not to take their full entitlement to Primary Caregiver leave, may extend the period of Primary Caregiver leave on one occasion by giving Student Life at least four weeks written notice, if the extension does not cause the total period of Primary Caregiver leave to exceed 52 weeks.
- (b) An Employee and Student Life may agree in writing to further extensions to the Employee's Primary Caregiver leave, if the extension does not cause the total period of Primary Caregiver leave to exceed 52 weeks.

40.6.2 **Shortening Primary Caregiver leave**

An Employee may apply to shorten a period of Primary Caregiver leave by giving Student Life at least 14 days' written notice. Student Life may grant or reject such an application at its discretion.

40.7 **Unplanned ending of parental leave**

- 40.7.1 If Primary Caregiver leave has commenced, or has been applied for but not yet commenced, and:

- (a) the Employee's pregnancy terminates other than by the birth of a living child; or
- (b) the child dies during the period that the Employee is on leave;

the Employee shall be entitled to fourteen weeks of paid leave and twelve weeks of unpaid leave, or such longer period of unpaid leave as may be certified by a Registered Health Practitioner up to a total of 52 weeks of combined paid and unpaid leave.

- 40.7.2 If Secondary Caregiver leave has commenced and the child dies during the period that the Employee is on leave, the Employee is entitled to up to two weeks of unpaid leave, or such longer period of unpaid leave as may be certified by a Registered Health Practitioner up to a total of four weeks, in addition to any period of compassionate leave or personal/carers' leave that the Employee is otherwise entitled to under this Agreement.

40.8 **Extending parental leave beyond 52 weeks**

40.8.1 **Extending by up to a further 52 weeks**

An Employee who is on Primary Caregiver leave may request to take a period of unpaid parental leave for a period of up to 52 weeks immediately following the end of the Primary Caregiver leave period. The request must be in writing and must be given to Student Life at least four weeks before the end of the Primary Caregiver leave.

Student Life must give the Employee a written response to the request stating whether Student Life grants or refuses the request. The response must be given as soon as practicable, and not later than 21 days, after the request is made. If Student Life refuses the request, the response must set out the reason(s) for the refusal and Student Life may only refuse the request on reasonable business grounds.

40.9 **Returning to work**

40.9.1 At least four weeks before the end of the notified parental leave period, the Employee must give Student Life written confirmation of the Employee's return to work. Any variation or extension to the Employee's parental leave period must be in accordance with clause 40.6 or 40.8.

40.9.2 On ending parental leave, an Employee is entitled to return to their pre-parental leave position or, if that position no longer exists, an available position for which the Employee is qualified and suited nearest in status and pay to their pre-parental leave position.

40.9.3 An Employee returning to work from parental leave has the right to request to return to their pre-parental leave position on a part-time basis until the child reaches school age. Student Life will consider the request having regard to the Employee's circumstances and, provided that the request is genuinely based on the Employee's parental responsibilities, Student Life may only refuse the request on reasonable grounds related to the effect on the workplace or Student Life's business. Such grounds may include cost, lack of adequate replacement staff, loss of efficiency or the impact on customer service.

40.10 **Fixed-term Employees**

40.10.1 If a fixed-term Employee's employment ends upon the expiry of their fixed-term contract, their entitlement to parental leave will also end on that date, except as provided in clauses 40.10.2 or 40.10.3.

40.10.2 If a fixed-term Employee's contract expires during a period of Primary Caregiver leave or when the Employee is at least 20 weeks pregnant, the Employee is entitled to a payment equivalent to any remaining entitlement to Primary Caregiver leave, unless:

- (a) the Employee was offered and refused another contract of broadly comparable employment; or
- (b) the work that the Employee was performing under the fixed-term contract is no longer required to be performed at all; or
- (c) the Employee was engaged to replace a staff member on leave.

- 40.10.3 If a fixed-term Employee's contract expires during a period of Primary Caregiver leave and the Employee is re-engaged on another employment contract after a gap of no more than 12 months, the Employee is entitled to a payment equivalent to any remaining entitlement to Primary Caregiver leave that the Employee would have had if their employment had not ended.

40.11 **Foster parent leave**

- 40.11.1 The preceding provisions of this clause 40 do not apply to foster parent leave.
- 40.11.2 An Employee who is acting as the Primary Caregiver of a foster child is entitled to take the following periods of leave commencing on the date that the child enters their care:
- (a) if the child is under five years of age, six weeks' leave at 50% of the Employee's full rate of pay;
 - (b) if the child is five years of age or older, but under 16 years of age, three weeks' leave at 50% of the Employee's full rate of pay.

41. **LEAVE FOR ABORIGINAL AND TORRES STRAIT ISLANDER CULTURAL PURPOSES**

Employees who identify themselves as and are accepted as members of Aboriginal or Torres Strait Islander communities will be entitled to leave without pay of up to five working days in any calendar year for the purpose of fulfilling ceremonial obligations. Such obligations may be 'traditional' or 'urban' in nature and may include initiation, birthing and naming, funerals, smoking or cleansing and sacred site or land ceremonies provided that satisfactory evidence, such as a statutory declaration, is submitted to the Director of Student Life or nominee in support of a claim for such leave.

42. **BLOOD DONATION LEAVE**

- 42.1 An Employee, other than a casual Employee, is entitled to be absent from work without loss of pay for a period not normally exceeding two hours for the purposes of donating blood up to four times per calendar year.
- 42.2 The Employee must provide reasonable notice before taking this leave and ensure that the time of donation will have minimal impact on the business of Student Life.
- 42.3 Proof of the attendance of the Employee at a recognised place for the purpose of donating blood, and the duration of such attendance, must be provided to the satisfaction of Student Life if requested.

43. **JURY SERVICE**

- 43.1 An Employee who is required to attend a Court for the purpose of jury service shall be entitled to jury service leave on full pay for the duration of such attendance.
- 43.2 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 clause 43.1 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 jury service.

- 43.3 Any fees paid to an Employee by reason of jury service shall not be deducted from the Employee's salary.

44. **LEAVE FOR RELIGIOUS PURPOSES**

- 44.1 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 Director of Student Life in support of a claim for such leave

45. **WORKERS COMPENSATION AND MAKE-UP PAY**

- 45.1 An Employee shall be entitled to "make-up" payments for any absence for which they are entitled to workers compensation, up to a maximum period of six months. Such make-up payments shall be the difference between the Employee's ordinary weekly salary and the workers compensation payments for the period of the absence.

46. **LEAVE WITHOUT PAY**

- 46.1 An Employee (other than a casual Employee) may apply to Student Life for leave without pay. The written application made by the Employee must detail the reasons why the Employee is making the request. Student Life has sole discretion as to whether or not it grants an Employee's request for leave without pay.

47. **FIRE FIGHTING AND EMERGENCY ASSISTANCE**

- 47.1 On proof of participation, an Employee who engages in a voluntary emergency management activity (as defined by section 109(2) of the Act) shall be entitled to leave on full pay for the duration of their required participation in that activity.
- 47.2 An Employee granted such leave shall be entitled to a further one day on the completion of the service to recover from such participation.

48. **LEAVE FOR VICTIMS OF FAMILY OR DOMESTIC VIOLENCE**

- 48.1 Student Life recognises that some of its Employees may experience situations of violence and abuse in their domestic life which may impact on their attendance or performance at work.
- 48.2 An Employee, including a casual Employee, who is a victim of family or domestic violence is entitled to five days' paid leave for the purposes of attending medical appointments, legal proceedings, seeking safe housing or other activities related to dealing with family or domestic violence.
- 48.3 Where the period of leave in clause 48.2 is inadequate, additional paid leave will be made available upon application to the Director of Student Life. The amount of additional leave will be determined through consultation between the Employee and the Director of Student Life, based on the Employee's individual situation.

- 48.4 Where an Employee takes leave under this clause, Student Life may request relevant supporting evidence, such as a document issued by the police, a court, a Registered Health Practitioner, a family violence support service, a lawyer or a professional counsellor.
- 48.5 Student Life will, in consultation with the relevant manager, approve reasonable requests from Employees who are victims of family or domestic violence for the following:
- 48.5.1 changes to hours of work and other appropriate flexible working arrangements;
 - 48.5.2 changes to phone numbers and/or email addresses; and/or
 - 48.5.3 changes to work location.

49. **PURCHASED LEAVE – 48/52 EMPLOYMENT ARRANGEMENT**

- 49.1 An ongoing or fixed-term Employee may apply to their supervisor to purchase four weeks of paid leave, in addition to their annual leave, by taking a commensurate reduction in salary for a twelve month period.
- 49.2 The application must identify the twelve month period during which the Employee will take the purchased leave and for which their salary will be reduced (“**the Purchased Leave Period**”).
- 49.3 To be eligible, an Employee’s annual leave balance must not be in excess of two weeks as at the beginning of the Purchased Leave Period.
- 49.4 If the application is approved by the Employee’s supervisor, the supervisor will submit it for final approval by Student Life.
- 49.5 If Student Life approves the purchased leave:
- 49.5.1 All of the purchased leave and at least four weeks of the Employee’s annual leave must be taken during the Purchased Leave Period.
 - 49.5.2 During the Purchased Leave Period, the Employee will be paid at the rate of 48/52 of their salary (“**Purchased Leave Rate**”) including when on any periods of paid leave.
 - 49.5.3 During the Purchased Leave Period, superannuation contributions will be based on the Purchased Leave Rate.
 - 49.5.4 Approval is valid for the specified Purchased Leave Period only. If the Employee wishes to purchase leave in a subsequent twelve month period, they must reapply.
- 49.6 During a Purchased Leave Period, annual and personal leave will continue to accrue based on the Employee’s usual ordinary hours of work. The Purchased Leave Period is also taken to be a period of employment when calculating the length of an Employee’s Continuous Employment for the purposes of long service leave.

50. **LEAVE TO COUNT AS SERVICE**

- 50.1 In addition to the requirements of the Act, the following shall count as service in determining the entitlement of an Employee to leave, other than long service leave, and for all other purposes:
- 50.1.1 Any period of paid leave with long service leave taken on half pay counting as normal service.
 - 50.1.2 Any continuous period of personal leave without pay not exceeding twenty working days.
 - 50.1.3 Any period of personal leave without pay not exceeding in the aggregate twenty working days in any year of service.
 - 50.1.4 Any period of paid parental leave as per clause 40.
 - 50.1.5 Any other period of unpaid leave, whether continuous or aggregate, not exceeding twenty working days in any year of service.
- 50.2 An Employee's prior service with Student Life will count as service in determining the entitlement of an Employee to leave and for all other purposes in circumstances where an Employee leaves Student Life's employment and then returns to Student Life's employment within 12 months of the date the Employee left Student Life's employment. The period between the date the Employee left and the date of the Employee's return to work will not, however, count as service.
- 50.3 For the avoidance of doubt, an Employee's Continuous Employment for the purposes of determining an entitlement to long service leave is calculated as per clause 34.

PART 6 TRAINING

51. **STAFF TRAINING**

- 51.1 Where Student Life requires an Employee to undertake training:
- 51.1.1 the Employee will receive their ordinary salary in respect of any period of training undertaken during ordinary hours;
 - 51.1.2 for any period of training undertaken outside of ordinary hours, the Employee will accrue TOIL in accordance with clause 27.17;
 - 51.1.3 any fees for the training will be paid by Student Life;
 - 51.1.4 the cost of any required training materials will be paid by Student Life;
 - 51.1.5 the travel associated with the training will be covered by Student Life in accordance with clause 22.

PART 7 NTEU OFFICIALS

52. NTEU OFFICIALS

- 52.1 A duly accredited representative of the NTEU shall have the right to enter premises where Employees subject to this agreement are employed during normal working hours or when overtime is being worked and interview Employees on legitimate NTEU business on the conditions outlined in clause 52.2.
- 52.2 Where entry is for a purpose dealt with under s 481 or s 484 of the Act, the entry shall be subject to the conditions specified in Part 3-4 of the Act. Other entry shall be subject to the following conditions:
- 52.2.1 that the representative advises the Director of Student Life of his/ her visit;
 - 52.2.2 that the representative should preferably interview Employees during their usual meal or tea breaks;
 - 52.2.3 that the representative does not unreasonably affect the work being performed by any Employee during work time.
- 52.3 Student Life recognises the role of the NTEU in representing the interests of its members.
- 52.4 A duly authorised representative of the NTEU will have the right to post any official notice of the NTEU on official Student Life notice boards.
- 52.5 For the purposes of this clause a duly authorised representative of the NTEU means a person authorised by the Division Secretary of the NTEU.

PART 8 INDEPENDENT ADVOCACY

53. INDEPENDENT ADVOCACY

- 53.1 When advising and advocating on behalf of a Student, Student Life's Student Advocacy Officers:
- 53.1.1 will represent the Student free-of-charge and conditions;
 - 53.1.2 must be completely independent and impartial;
 - 53.1.3 are to be guided by the principles of fairness and equity;
 - 53.1.4 have a duty to act in the overall best interests of the Student based on the facts and having regard to both Student Life and Swinburne University's statutes, regulations, policies and procedures;
 - 53.1.5 owe a duty of confidentiality to the Student;
 - 53.1.6 if so authorised by the Student, will have the right to speak and make submissions on behalf of the Student;
 - 53.1.7 will make sure that Swinburne University and the Student are both aware of relevant information and issues affecting a matter;

53.1.8 have a right to information from Swinburne University necessary to enable them to perform their function; and

53.1.9 are to be free of any interests that conflict with the role described above.

53.2 Student Life will ensure that Student Advocacy Officers will be provided with reasonable workplace support to achieve the principles set out in clause 53.1.

SCHEDULE A CLASSIFICATION AND SALARIES**1. CLASSIFICATION AND SALARIES**

- 1.1 An Employee will be employed by Student Life in one of the classifications specified in Schedule B and will be paid a salary within the salary range assigned to the classification.
- 1.2 Classification descriptors relating to the salary levels prescribed in clause 4 of Schedule A will be as set out in Schedule B.
- 1.3 The classification descriptors will be the primary determinant of the classification of positions.
- 1.4 No Employee will refuse to perform duties reasonably required, consistent with that Employee's classification and which the Employee is competent to perform.

2. CLASSIFICATION PROCESS**New and changed positions**

- 2.1 New and changed positions will be classified by a panel consisting of one nominee of the Director of Student Life and one nominee of the Employees, provided that nominees of the parties for classification purposes should be Student Life Employees. The process used by the panel will be as follows:
 - 2.1.1 the position description will be drafted, examined and updated as necessary;
 - 2.1.2 evaluation against the classification descriptors in Schedule B will be carried out on a case by-case basis; and
 - 2.1.3 in circumstances where a change is made to an existing position, the incumbent will be informed of the outcome of this process and adjustment to salary made if appropriate.
- 2.2 In circumstances where a change is made to an existing position and an incumbent disputes the classification level, the Employee may appeal the classification, in which case the position shall be re-evaluated by an agreed independent evaluator trained in the use of classification descriptors.

Re-classification

- 2.3 A Student Life Employee may apply for the review of the classification of their position on the basis that:
 - 2.3.1 a revised organisational structure has been proposed which requires the review of all positions and their classifications;
 - 2.3.2 the duties and responsibilities of an existing position have changed substantially so as to suggest that the position may no longer be appropriately classified. These changes are expected to be ongoing and therefore the reclassification should be permanent;

- 2.3.3 the applicant has not applied for a review of their classification within the previous twelve months unless a substantial change in duties and responsibilities occurs within that period.

Determining Position Description

- 2.4 The following process applies when a re-classification claim occurs or when a review is required in accordance with clause 2 of Schedule A:
 - 2.4.1 Where a Student Life Employee applies for the reclassification of their position to their direct supervisor/manager or a review is required in accordance with clause 2 of Schedule A, the immediate supervisor of a position is responsible for preparing the position description.
 - 2.4.2 Where a position is occupied it is expected that the incumbent will also have input into the review of the position description.
 - 2.4.3 The position description subject of an application for review of classification should be agreed between the supervisor/manager and incumbent, and signed by them to indicate that the position is appropriately described at the time of preparation.
 - 2.4.4 The Director of Student Life shall sign the position description to indicate proper consultation.
 - 2.4.5 When agreement cannot be reached on the contents of a position description, or the Director of Student Life withholds approval, the process described in clause 2.2 of Schedule A will apply.
 - 2.4.6 The effective date of a classification/reclassification will be the date of the lodgement of the application.

3. INCREMENTAL PROGRESSION

- 3.1 Incremental progression will occur in accordance with the provisions of this clause. It is recognised that Employees and Student Life both have obligations in relation to the progress of Employees through the incremental scale. Student Life's obligations are for the provision of feedback on performance and assistance in enhancing performance and achieving goals. Employees have an obligation to maintain high levels of performance and to seek to further develop their level of contribution.
- 3.2 Subject to this clause, an Employee will progress to the next increment annually on the anniversary of their commencement in that classification level.
- 3.3 Student Life may choose to withhold one increment if the Employee received a written warning under clause 11.5 or where it has been substantiated through the process at clause 12 that the Employee engaged in serious misconduct during the previous 12 months. The decision to withhold an increment must be approved by the Director, Student Life and be reasonable in the circumstances. An Employee may lodge a dispute in accordance with clause 8 if they consider an increment has been unreasonably withheld.
- 3.4 Where performance is consistently of a significantly high standard, accelerated increments may be granted to Employees to progress through a Student Life Level.

4. SALARIES

Classification Student Life Level	Prior to commencement		From 1 July 2020 + 2%		From 1 July 2021 + 2%		From 1 July 2022 + 2%	
	Annual salary	Base hourly rate	Annual salary	Base hourly rate	Annual salary	Base hourly rate	Annual salary	Base hourly rate
Level 1								
1	\$44,393	\$23.15	\$45,281	\$23.61	\$46,186	\$24.09	\$47,110	\$24.57
2	\$45,728	\$23.85	\$46,643	\$24.32	\$47,575	\$24.81	\$48,527	\$25.31
Level 2								
1	\$47,064	\$24.54	\$48,005	\$25.03	\$48,965	\$25.54	\$49,945	\$26.05
2	\$49,289	\$25.70	\$50,275	\$26.22	\$51,280	\$26.74	\$52,306	\$27.28
3	\$51,515	\$26.86	\$52,545	\$27.40	\$53,596	\$27.95	\$54,668	\$28.51
Level 3								
1	\$53,740	\$28.03	\$54,815	\$28.59	\$55,911	\$29.16	\$57,029	\$29.74
2	\$54,630	\$28.49	\$55,723	\$29.06	\$56,837	\$29.64	\$57,974	\$30.23
3	\$57,078	\$29.77	\$58,220	\$30.36	\$59,384	\$30.97	\$60,572	\$31.59
4	\$58,219	\$30.36	\$59,383	\$30.97	\$60,571	\$31.59	\$61,782	\$32.22
Level 4								
1	\$60,417	\$31.51	\$61,625	\$32.14	\$62,858	\$32.78	\$64,115	\$33.44
2	\$61,624	\$32.14	\$62,856	\$32.78	\$64,114	\$33.43	\$65,396	\$34.10
3	\$62,857	\$32.78	\$64,114	\$33.44	\$65,396	\$34.10	\$66,704	\$34.79
4	\$64,867	\$33.83	\$66,164	\$34.50	\$67,488	\$35.19	\$68,837	\$35.90
5	\$66,164	\$34.50	\$67,487	\$35.19	\$68,837	\$35.90	\$70,214	\$36.62
6	\$67,486	\$35.19	\$68,836	\$35.90	\$70,212	\$36.62	\$71,617	\$37.35
Level 5								
1	\$69,318	\$36.15	\$70,704	\$36.87	\$72,118	\$37.61	\$73,561	\$38.36
2	\$71,399	\$37.23	\$72,827	\$37.98	\$74,284	\$38.74	\$75,769	\$39.51
3	\$73,540	\$38.35	\$75,011	\$39.12	\$76,511	\$39.90	\$78,041	\$40.70
4	\$75,745	\$39.50	\$77,260	\$40.29	\$78,805	\$41.10	\$80,381	\$41.92
5	\$75,994	\$39.63	\$77,514	\$40.42	\$79,064	\$41.23	\$80,645	\$42.06
6	\$78,273	\$40.82	\$79,838	\$41.64	\$81,435	\$42.47	\$83,064	\$43.32
7	\$80,620	\$42.04	\$82,232	\$42.88	\$83,877	\$43.74	\$85,555	\$44.62
Level 6								
1	\$82,671	\$43.11	\$84,324	\$43.97	\$86,011	\$44.85	\$87,731	\$45.75
2	\$84,324	\$43.97	\$86,010	\$44.85	\$87,731	\$45.75	\$89,485	\$46.67
3	\$86,011	\$44.85	\$87,731	\$45.75	\$89,486	\$46.67	\$91,276	\$47.60
4	\$87,732	\$45.75	\$89,487	\$46.67	\$91,276	\$47.60	\$93,102	\$48.55
Level 7								
1	\$96,023	\$50.08	\$97,943	\$51.08	\$99,902	\$52.10	\$101,900	\$53.14
2	\$97,944	\$51.08	\$99,903	\$52.10	\$101,901	\$53.14	\$103,939	\$54.20
3	\$99,902	\$52.10	\$101,900	\$53.14	\$103,938	\$54.20	\$106,017	\$55.29
4	\$101,901	\$53.14	\$103,939	\$54.20	\$106,018	\$55.29	\$108,138	\$56.39
Level 8								
1	\$109,375	\$57.04	\$111,563	\$58.18	\$113,794	\$59.34	\$116,070	\$60.53

SCHEDULE B CLASSIFICATION LEVELS AND STANDARDS

Swinburne Student Amenities Association (Student Life) Classification Levels and Classification Standards

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;
- 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;
- 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,

- may 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 Student Life 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;
- completion of an associate diploma and at least two 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;
- 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 recreation 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 four years subsequent relevant experience;
- 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.
- Acts 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 Recreation, and Representation).

LEVEL 7 and LEVEL 8

Training level

Positions at Level 7 and Level 8 shall typically require skills which assume and require knowledge or training equivalent to:

- postgraduate qualifications and extensive relevant experience;
- 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 Recreation, 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.

Signing Page


EXECUTED as an Enterprise Agreement

SIGNED for and on behalf of **SWINBURNE
STUDENT AMENITIES ASSOCIATION** by its
Director in the presence of:

) 
)
) Name: Aimee Gipper
) Title: Acting Director, Student Life
) Address: John Street
) Hawthorn VIC 3122

.....
Signature of witness
Name of witness (printed):

SIGNED for and on behalf of **NATIONAL
TERTIARY EDUCATION INDUSTRY UNION
(NTEU)** by
in the presence of:

) 
)
) Name: Matthew McGowan
) Title: General Secretary
) Address: Level 1, 120 Clarendon Street
) South Melbourne VIC 3205



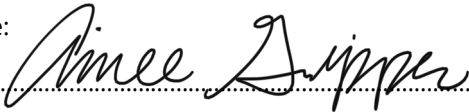
.....
Signature of witness
Name of witness (printed): **Renee Veal**

Undertakings

In accordance with Section 190 of the *Fair Work Act 2009* (Cth) (**the Act**), Swinburne Student Amenities Association Pty Ltd provides the following undertakings in relation to the *Swinburne Student Life Enterprise Agreement 2020* (**the Agreement**):

1. Subclause 48.2 of the Agreement provides an entitlement to take up to five days of paid leave per occasion.
2. In addition to the entitlement under clause 48 of the Agreement, employees will also be entitled to unpaid family and domestic violence leave provided for in Section 106A of the Act.

Signed on behalf of Swinburne Student Amenities Association Pty Ltd by Aimee Gipper, Director Student Life:

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Date:
