Terms of AWA Offered

Australian Workplace Agreement 2007 – 2012

CONTINUING AND FIXED-TERM
EMPLOYMENT IN CENTRES

Australian Catholic University Limited
(ABN 150 50 192 660)
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SECTION 1 AGREEMENT ARRANGEMENTS

1.1 Parties to the Agreement
This agreement is made Between the Australian Catholic University (A.B.N. 15 050 192 660) (“the employer”) situated at 40 Edward Street, North Sydney NSW 2060 AND .................................................................................................... (“the employee”) of ................................................................................................................................

1.2 Definitions
This clause contains definitions of relevant terms used throughout this Agreement. Where a term is specific to a particular clause, the definition for that term appears in the relevant clause.

In this Agreement, the following definitions shall apply:
(i) “Act” means the Workplace Relations Act, 1996 (as amended).
(ii) “Commission” refers to the Australian Industrial Relations Commission.
(iii) “Centre” means a distinct organisational unit of the University conducting courses and programs which do not lead to an accredited higher education award by the University.
(iv) “Consultation” means that the relevant participants in the consultative process will confer and that the views expressed by them will be taken into account before final decisions are made. To avoid doubt, “Consultation” does not imply that agreement needs to be reached.
(v) “Manager” refers to the head of a functional or organisational unit, including a Centre, as defined by the University’s structures, as determined from time to time.
(vi) “Normal weekly ordinary hours” means the hours referred to in sub-section 6.5.
(vii) “Parties” means and refers to the Australian Catholic University Limited and you.
(viii) “Redundancy” means that the University has decided that it no longer wishes for the position to which you are appointed to continue in existence.
(ix) “Retrenchment” means the termination of your employment because of redundancy.
(x) “Teacher” means an employee of the University engaged to teach in a Centre in courses or programs which do not lead to an accredited higher education award by the University.
(xi) “Term of the Agreement” means the period between the dates specified in sub-section 1.5
(xii) “University” refers to Australian Catholic University Limited (A.B.N. 15 050 192 660), a Company limited by guarantee.
(xiii) “Vice-Chancellor” refers to the Vice-Chancellor or delegate.
(xiv) “Workplace Authority” means the agency of that name referred to in the Workplace Relations Act, 1996.
1.3 Objectives of the Agreement

The objectives of this Agreement are to provide consideration for the performance of your duties as an employee of the University, in the course of which you agree that you will:

- support the effective implementation of the University’s Mission and Revised Strategic Plan 1999 – 2008 and any subsequent Plan adopted by the University and those strategies emanating from the Plan or any subsequently adopted Plan;
- assist the University to implement quality improvement measures and address recommendations made to it from time to time by the Australian Universities Quality Agency and by any other agency relevant to the operation of the Centre;
- support the University in meeting the criteria for funding initiatives provided for from time to time by the Commonwealth Government or by the Government of any State or Territory; and,
- well and faithfully discharge as its employee all your duties to the University that are implied at common law or required by this Agreement.

To avoid doubt, although referred to in this Agreement, the University Mission and Strategic Plan do not form a part of this Agreement.

1.4 Application of the Agreement

This Agreement will be binding according to its terms upon:

(i) The Australian Catholic University Limited

AND

(ii) ........................................................... [Insert named individual].

1.5 Term of Agreement

This Agreement will start operating (‘Commencement Date’) on the day it is lodged with the Workplace Authority. However, your entitlements under this Agreement will commence on the date on which you commence employment under this Agreement if it is later than the lodgement date.

If you are a fixed-term staff member, your entitlements under this Agreement will cease upon the termination of your engagement in accordance with its terms and will recommence on the date on which you commence any and each subsequent fixed term engagement and will cease upon the termination of any and each such engagement.

Unless the Agreement is replaced by another AWA or terminated in accordance with this Agreement or the Act, this Agreement will continue to operate as an AWA after the Nominal Expiry Date until terminated or replaced in accordance with the Act.

The terms of this Agreement will cease to apply and to have effect upon the termination of the employment in clause 2.1.1 in any manner referred to in sub-section 6.9 or in accordance with clause 6.7.3.

The nominal expiry date of this Agreement is the fifth anniversary of the date of it lodgement with the Workplace Authority (‘Nominal Expiry Date’).

To avoid doubt, the reaching of the Nominal Expiry Date will not of itself terminate your employment or the operation of this Agreement.
1.6 Foreshortening of Agreement

You and the University may agree in writing to terminate the operation of this Agreement (‘Termination Agreement’) as an AWA at any time. If that occurs, the Agreement will cease to operate as an AWA from the date on which the Termination Agreement is lodged with the Workplace Authority.

1.7 Relationship with Awards.

1.7.1 This Agreement operates to the exclusion of all former state awards and federal awards that would otherwise apply to you, including but not limited to the Award listed below and any award that may succeed any of them:

- Teachers (English Language Centres of Australian Universities) Conditions of Employment Award 1998
- Tertiary Education Superannuation Scheme (TESS) Superannuation Award 1988
- National Training Wage Interim Award 1994 [Print L 5189 (N0277)]

1.7.2 During the operation of this Agreement you agree that:

- the operation of Protected Allowable Award Matters in all awards referred to in clause 1.7.3 is expressly excluded;
- this Agreement comprehensively regulates the employment relationship between you and the University to the exclusion of all other industrial instruments, including the awards referred to in clause 1.7.1; and,
- you will not make any further claims in relation to your employment, other than as provided for in sub-section 1.8.

1.7.3 Protected Allowable Award Matters are any provision of any applicable former state award or federal award concerning:

(a) rest breaks;
(b) incentive-based payments and bonuses;
(c) annual leave loadings;
(d) observance of days declared by or under a law of a State or Territory to be observed generally within that State or Territory, or a region of that State or Territory, as public holidays by employees who work in that State, Territory or region, and entitlements of employees to payment in respect of those days;
(e) days to be substituted for, or a procedure for substituting, days referred to in paragraph (d);
(f) monetary allowances for:
   (i) expenses incurred in the course of employment; or
   (ii) responsibilities or skills that are not taken into account in rates of pay for employees; or
   (iii) disabilities associated with the performance of particular tasks or work in particular conditions or locations.
(g) loadings for working overtime or for shift work;
(h) penalty rates;
(i) outworker conditions; and,
(j) any other matter specified in the Workplace Relations Regulations (Commonwealth) as varied from time to time.

1.7.4 To avoid doubt, this Agreement expressly excludes all Protected Allowable Award Matters.

1.8 Variation of Agreement

1.8.1 You and the University may agree in writing to vary this Agreement (Variation Agreement). The Variation Agreement will come into operation as a variation to this agreement from the date the variation is lodged with the Workplace Authority.

1.8.2 During the operation of this Agreement, your salary as set out in Schedule 1 will be increased in accordance with any increases to salary paid to those employees whose employment is covered by a collective agreement which, but for this Agreement, would apply to you, subject to any conditions that apply to such increases – provided that this Agreement does not provide for an equivalent increase.

1.9 University Policies

Any University policies referred to in this agreement are referred to for convenience and do not form part of this Agreement.

SECTION 2: REMUNERATING WORK

2.1 Employment and Salary

2.1.1 Employment

You will be employed <on a continuing basis> <for a fixed term expiring .................>. Employment will be <full-time>, <part-time at (0.xy FTE) of the Normal weekly ordinary hours>, <fractional for weeks each year, at times consistent with the University's operational requirements>. <Nothing in this Agreement is intended to affect any qualifying period of employment provided for by the Act. >. Normal weekly ordinary hours (see sub-section 6.5) are averaged over a 12 month period.

2.1.2 Salary

2.1.2.1 On the day that the Agreement starts operating your minimum salary will be that provided for Step (z), as shown in Table 1 of Schedule 1 <pro-rated in accordance with clause 2.1.1>. Your salary may be varied from time to time in accordance with this Agreement.

2.1.2.2 If you are required to perform the duties of a position designated by the University as being a Position of Responsibility in a Centre you will, in addition to the salary in sub-clause 2.1.2.1, receive an allowance of not less than the minimum allowance provided for in Table 2 of Schedule 1 for the classification of the position.
2.1.3 Your annual salary as shown in Schedule 1 is in compensation for all hours worked, subject to this Agreement. Your ordinary rate of pay over any 12 month period is in compensation for your Normal weekly ordinary hours of work and any Public holidays whether or not worked, during that 12 months.

2.1.4 The Guarantee of Basic Rates of Pay in Part 7, Division 2, Subdivision B of the Act, will be satisfied over a period of 12 months.

2.1.5 Notwithstanding sub-clause 2.1.2.1, the University may, at its absolute discretion, pay rates in excess of those in Schedule 1. Such rates will be paid in recognition of:

- the level of the program and/or the complexity of the teaching or other duties being performed by a staff member; and/or,
- the personal expertise of the teacher; and/or,
- the exceptional level of performance of the teacher as determined through the Performance Development Program for General Staff and Teachers in Centres outlined in clause 4.1.2 of this Agreement and student or program evaluations.

Increases in salary and allowance rates will be determined annually by the Centre.

2.2 Payment of Salaries

2.2.1 Provided that you are required by the University to perform work and do so in accordance with the University’s instructions, you will be paid your salary fortnightly in arrears, by electronic funds transfer to the financial institution(s) and account(s) you nominate.

2.2.2 Where the normal day for payment of salaries falls on a day of or the day following a Public Holiday or a University holiday, your salary will be paid not later than the day on which the financial institution(s) is open for business immediately preceding that day.

2.2.3 The University will issue you with the salary payment information (pay slips) and provide you with ready access to the salary payment and other employment records required by the Act in electronically communicated documents which will be capable of reproduction in printed writing upon being accessed by you using either the University’s electronic communication systems or communication systems remote from the University and you consent to all such information being given to you by way of electronic communication.

2.2.4 If you are employed on a fractional basis in a position that does not require performance of duties over the whole calendar year, you will be paid your pro rata annual salary as provided in Schedule 1 averaged over a 12-month period unless you elect, in writing, to be paid your prorated annual salary as provided in Schedule 1 averaged over the period in which you actually perform your duties.

2.3 Annual Leave Loading

2.3.1 If, as at 31 December in any year, you have accumulated four weeks annual leave in that year you will be entitled to an annual leave loading equal to 17.5% of four weeks salary on the pay day preceding the following 1 January, subject to a maximum payment of the equivalent to the Australian Bureau of Statistics index Average Weekly Total Earnings of All Males (Australia) for the preceding September quarter.

2.3.2 If you commence employment after 1 January or terminate employment prior to 31 December in any year, you will be entitled to a pro rata annual leave loading payment based on the number of completed days of continuous service in that year subject to the maximum payment referred to in sub-clause 2.3.1 being in the proportion that such number of days bears to 365 days.
2.4 Superannuation

2.4.1 Provided you were a staff member of the University on 27 March 2006, the University will for the term of the Agreement maintain the rates of employer superannuation contributions in effect on that date. Subject to the relevant Trust Deed, if you were an existing full-time or part-time staff member of the University on that date and a member of:

- UniSuper;
- the Catholic Superannuation Fund;
- the Catholic Superannuation and Retirement Fund;
- the National Catholic Superannuation Fund;
- the State Authorities Superannuation Scheme; or,
- the State Superannuation Fund Victoria.

you will remain a member of your fund (from the above list) or its successors. For the purposes of this sub-clause, “the relevant Trust Deed” includes a State or Commonwealth Act governing the operation of a particular fund.

2.4.2 If you are a full-time or part-time staff member of the University employed after 27 March 2006 you will become a member of the UniSuper Fund(s) and, where eligible by virtue of your superannuable classification, fraction of superannuable employment, and term of employment for membership as prescribed in the existing Deed of Adherence or Deed of Covenant between the University and UniSuper, contribute to the relevant Fund(s) in accordance with the Trust Deed(s).

2.4.3 Superannuation contribution arrangements will be maintained for you if you are a member of staff who was employed by the University prior to 10 September 1991. If you:

- were employed by the University prior to 10 September 1991; and,
- are eligible by virtue of your superannuable classification, fraction of superannuable employment, and term of employment for membership of the UniSuper Fund(s), as prescribed in the Deed of Adherence or Deed of Covenant between the University and UniSuper; and,
- elect to join a superannuation fund.

you will become a member of and contribute, to the relevant UniSuper Fund(s) in accordance with the Trust Deed(s).

Where permitted by the relevant Superannuation Fund listed in clause 2.4.1, you may choose to pay your superannuation contributions from Pre-Tax salary. In the case of the revised and New Schemes of the Victorian State Superannuation Fund (SSF) all members may, upon approval from the Victorian Minister, salary sacrifice their personal superannuation contributions to the Victorian SSF.

2.4.4 In the event of changes in legislation relating to superannuation or taxation or to the relevant fund’s Trust Deed, which impact on the operation of this clause, the University will have the right to terminate the operation of all or any part of this clause by giving you one month’s notice in writing of its decision to exercise that right.

2.4.5 The management of superannuation arrangements, including arrangements for the making of pre-tax employee contributions and arrangements with respect to maintenance of employee or employer superannuation contribution during periods of authorised leave on half pay or without pay or in circumstances where the employment relationship is suspended, will be in accordance with the University requirements and procedures, as established from time to time, for superannuation.
2.4.6 Superannuation Contributions for Casual Appointments

2.4.6.1 If you undertake additional work as a Casual staff member, the University will for the term of this Agreement maintain the rate of employer contributions for casual appointments in effect as at 27 March 2006. All such contributions will be made to UniSuper.

2.4.6.2 The terms of this sub-clause will not apply to you if you are:

(i) engaged as a Casual Academic staff member or as a Casual Teacher in a Centre between 1 January and 30 June or 1 July and 31 December in any one year and earn less than $2010 for each six-month period. This figure will be increased in January each year by the percentage increase in Average Weekly Earnings index for the previous year ending in September, rounded to the nearest dollar; or,

(ii) engaged as a Casual General staff member between 1 January and 30 June or 1 July and 31 December in any one year and work less than 100 hours; or,

(iii) a staff member in respect for whom the University contributes or is required to contribute a superannuation payment to a State or Territory Government Superannuation Scheme, provided that staff members who contribute to UniSuper will not be exempt.

2.4.6.3 Except where otherwise provided for by this Agreement, the University will contribute a payment of 3 per cent of ordinary time earnings to UniSuper in respect of your casual appointment. This contribution will form part of the contribution required of the University by the Superannuation Guarantee (Administration) Act. Ordinary time earnings mean all earnings under this Agreement, other than those paid in relation to the working of overtime or participation in on-call arrangements during Casual General staff engagements.

SECTION 3: PROVIDING FOR LEAVE

3.1 Application of Leave Provisions to Full-Time and Part-Time Staff Members

If you are a full-time or part-time staff member, you shall be entitled to the amount of leave available under the relevant clauses of this Agreement according to the fraction of your appointment and in accordance with the University’s procedures for authorising leave.

3.2 Recreational Leave

3.2.1 Purpose

3.2.1.1 Recreational leave is a combination of leave types that recognise minimum entitlement and offer holidays to assist you to achieve work-life balance.

3.2.1.2 Recreational Leave includes Annual Leave, University Holidays and Public Holidays.

3.2.2 Recreational Leave Entitlement

(i) You will be entitled to Annual Leave in accordance with Division 4 of Part 7 of the Act, except as provided in this clause.

(ii) You must take 10 days Annual Leave from the first day of any pay period commencing on or after the day upon which the Annual Leave credited to you reaches 40 days, unless otherwise directed.
(iii) You may elect to receive cash payment in lieu of some or all of your Annual Leave entitlement, subject to:

(a) the limitations in the Act, and
(b) the University’s consent, which it may withhold at its absolute discretion.

(iv) The University will shut down at the conclusion each year and observe University Holidays on those days falling between Boxing Day and New Year’s Day which are not proclaimed as Public Holidays or observed in lieu of a Bank Holiday by the University in New South Wales. In addition, the University may shut down all or part of its operations from time to time. During any such additional shut down periods, you must take Annual Leave if directed to do so. If the Annual Leave credited to you is insufficient for the period, you must elect either to take leave without pay or to take leave without pay and be paid a pro rata annual salary over the following 12-month period.

(v) If you are ill/incapacitated (with Proof of illness) for two or more consecutive days while on Annual Leave you will be placed on Sick Leave (where available) and re-credited equivalent Annual Leave or where you cease employment with the University or die, you or your estate will be paid in lieu of Annual Leave not taken where such leave is accrued.

(vi) You will be entitled to 10 Public Holidays each year, as observed in each State or Territory, which are to be taken on the day gazetted by the relevant State or Territory authority, except as provided in this paragraph. The Public Holidays are Christmas Day; Boxing Day; New Year’s Day; Australia Day; Good Friday; Easter Monday; ANZAC Day; Queen’s Birthday; Labour Day; Melbourne Cup Day or Ballarat Cup Day (VIC); Queensland Show Day (QLD); Canberra Day (ACT) and Bank Holiday (NSW). Provided that in NSW, Bank Holiday will not be taken on the day gazetted but will be taken in conjunction with the University annual shut down at the conclusion of the each year referred to in paragraph (iv).

3.2.3 To avoid doubt, the provisions of sub-section 3.3 rely on Section 230 of the Act.

3.3 Personal Leave

3.3.1 Personal leave is available as sick leave if you suffer personal illness or injury and as carers leave if you are required to provide care or support to a member of your immediate family or a member of your household because of the personal illness or injury of that member or an unexpected emergency affecting that member. Personal leave is also available as compassionate leave.

3.3.2 You will be entitled to Personal Leave in accordance with Division 5 of Part 7 of the Act, except as provided in this clause.

3.3.3 If you cease employment with the University but are re-employed on a continuing or fixed-term basis after not more than four weeks, you will be re-credited with any sick/carers leave accrued on the date of last ceasing employment.

3.4 Parental Leave

3.4.1 Parental leave includes maternity leave, special maternity leave, paternity leave and adoption leave.

3.4.2 You will be entitled to Parental Leave in accordance with Division 6 of Part 7 of the Act.
3.5 Long Service Leave

Your long service leave entitlement will be as provided for in the Long Service Leave legislation of the State or Territory in which the Centre in which you are employed is located; provided that if you are entitled to Long Service Leave you may elect to convert part or all of your Long Service Leave entitlement to a monetary equivalent notwithstanding any provisions of any such legislation.

3.6 Leave Without Pay

The University, at its absolute discretion, may grant you Leave Without Pay.

3.7 Extraordinary Leave

3.7.1 In extraordinary circumstances, the Vice-Chancellor may grant you such paid or unpaid leave in addition to that provided for in any other provision of this Agreement as the Vice-Chancellor, decides is warranted or required.

3.7.2 To avoid doubt, extraordinary circumstances include circumstances in which the granting and authorising of leave is required in order to comply with the provisions of Division 5, Personal Leave and Division 6, Parental Leave of Part 7 of the Act.

3.8 Leave Authorisation

You must not take leave unless the leave is authorised by the relevant Director/Manager of your Centre or, in the case of Extraordinary Leave, by the Vice-Chancellor.

SECTION 4: DEVELOPING AND MANAGING PERFORMANCE

4.1 Enhancing Excellence in Performance

4.1.1 In line with the Revised Strategic Plan 1999 – 2008 as referred to in sub-section 1.3 you and the University will work to further develop excellence and enhance performance within the Centre.

4.1.2 To achieve the required areas of learning to develop excellence and to enhance performance you will participate Staff Performance Development Program for General Staff and Teachers in Centres, as determined from time to time. To avoid doubt, although referred to in this Agreement, the Program does not form part of the Agreement.

4.2 Induction

You will be required to participate in an induction program relevant to your Centre, including any additional modules that may be developed following your appointment. Although referred to in this Agreement, the Centre’s Induction program does not form a part of this Agreement.

4.3 Probation

4.3.1 If you have been offered employment subject to the satisfactory completion of a period of probation, you must not commence employment before accepting the terms and conditions to be satisfactorily met during the period of probation. Probation will be concurrent with but separate from any qualifying period of employment provided for by the Act.
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4.3.2 During your period of probation you must co-operate with all directions, as established from time to time, relating to probationary employment of Centre staff.

4.3.3 Notwithstanding the provisions of this Agreement, the Vice-Chancellor may terminate your employment during your probationary period on performance grounds.

4.3.4 You will be advised of and be given an opportunity to respond to, any adverse material about you that will be taken into account if considering whether or not to terminate your employment upon or before the expiry of your period of probation.

4.3.5 If the Vice-Chancellor terminates your employment upon or before the expiry of your probationary period the provisions of sub-clause 6.9.3.1 will apply.

SECTION 5: WORKING ARRANGEMENTS

5.1 Principles of Availability

5.1.1 You must at all times comply with the University's principles and requirements for availability of Centre staff, as established from time to time. In particular, you must comply with those parts of the principles and requirements relating to availability for assigned teaching sessions during the spread of days and daily hours during which the Centre's teaching programme may be delivered from time to time; scheduled University and Centre meetings; and, interaction with students and with colleagues.

5.1.2 You must at all times comply with the University requirements, as established from time to time, for attendance at the Centre to perform the duties and responsibilities of your employment referred to in clause 2.1.1. The University will not indemnify you or provide workers compensation insurance coverage to you in relation to any away from Centre activities which you undertake without authorisation in accordance with those requirements.

5.2 Assigning Workloads in an ACU Centre

5.2.1 Your workload will be assigned, following consultation with you, in accordance with the University and Centres' requirements and procedures, as determined from time to time, for the allocation of Centre staff workloads.

5.2.2 You will normally be required to attend your Centre's work locations for an average of 35 hours per week.

5.2.3 A meal break that is at least 30 minutes, but not more than one hour, should be taken after each five hours work.

5.2.4 During meal breaks, you will not be required to teach.

SECTION 6: EMPLOYMENT MATTERS

6.1 Documentation

6.1 Nothing in this Agreement will prevent the University from requiring you to provide to it documents or information which it requires to ensure that its employment of you would accord with or accords with the requirements of any federal or state legislation, including legislation enacted for the protection of children. The University may also require that you provide to it evidence of qualifications and/or of residency status.

6.2 Types of Employment
6.2.1 Nothing in this Agreement will prevent you from engaging in additional work as a casual staff member of the University.

6.2.2 If you are engaged to perform additional work as a casual staff member, the provisions of section 2, other than sub-section 2.2 and sub-clause 2.4.6; section 3; section 4; section 5; and, section 6, other than sub-sections 6.1 and 6.8, sub-clause 6.9.1.2 and sub-clause 6.9.3.2, will not apply to any such engagement.

6.2.3 To avoid doubt, any additional work as a casual staff member will be separate from the work required of you and performed by you pursuant to your employment referred to in clause 2.1.1; the hours worked during any engagement to perform additional work as a casual staff member will be separate from the hours required of you and worked by you pursuant to your employment referred to in clause 2.1.1 and will not count towards your Personal Leave entitlement or any other leave entitlement.

6.2.4 If you are engaged to perform Casual Academic staff work, you will work in accordance with the working arrangements applying to Casual Academic staff and you will be paid the appropriate casual academic wage rate for engagement to perform the particular work or the work of a position of the relevant classification at the University, in each case as applying at the particular time.

6.2.5 If you are engaged as a Casual Academic staff member, you will participate in the University casual academic staff performance management, development and review processes as applying at the particular time.

6.2.6 If you are engaged to perform work as a Casual Teacher in a Centre of the University, you will work in accordance with the working arrangements applying to Teachers in a Centre of the University and you will be paid the appropriate Casual Teaching wage rate for engagement to perform the particular work, in each case as applying at the particular time.

6.2.7 If you are engaged as a Teacher in a Centre of the University, you will participate in the University’s Casual Teacher performance management, development and review processes as applying at the particular time.

6.2.8 If you are engaged to perform Casual General staff work, you will work in accordance with the working arrangements applying to Casual General staff and you will be paid the appropriate casual general staff wage rate for engagement to perform the work of a position of the relevant classification at the University, in each case as applying at the particular time.

6.2.9 If you are engaged as a Casual General staff member, you will participate in the University’s casual general staff performance management, development and review processes as applying at the particular time.

6.3 Continuing Employment

6.3.1 Continuing employment will mean employment on a full or part-time basis with no specified end date.

6.3.2 Continuing employment is terminable by your death, resignation or retirement; by your abandonment of employment; by you being declared redundant; or by your employment being otherwise terminated by the University in accordance with this Agreement.

6.4 Full-Time Employment

Full-time employment means employment other than part-time or casual employment and may be on a fixed-term or continuing basis.
6.5 Part-Time Employment

Part-time employment means employment for less than the normal ordinary weekly hours for a full-time staff member and for which all Agreement entitlements are paid on a pro-rata basis calculated by reference to the time worked. For the purposes of this Agreement the normal ordinary weekly hours for a full-time staff member are 35 hours.

6.6 Fractional Employment

Fractional employment means employment for a fixed number of weeks in the year which is less than 52 weeks, and for which all Agreement entitlements are paid on a pro-rata basis calculated by reference to the weeks worked in the year.

6.7 Fixed-Term Employment

6.7.1 Fixed-term employment means employment for a specified term or ascertainable period. The contract for this employment will specify the starting and finishing dates of that employment or, in lieu of a finishing date, the circumstance(s) or contingency, upon the occurrence of which the term of the employment will expire.

6.7.2 Fixed-term employment is terminable by the expiry of the contract of employment in accordance with its terms, by your death, resignation or retirement; by your abandonment of employment; by your retrenchment prior to the expiry of the contract of employment in accordance with its terms; or by your employment being otherwise terminated by the University in accordance with the Act or this Agreement.

6.7.3 If you are a fixed-term staff member the University will provide you with written notice as to whether or not it intends to offer you further fixed term employment upon the expiry of your existing contract of employment in accordance with its terms.

6.7.4 The notice will be given prior to the expiry date of the term of your existing contract of employment and, unless the University is not reasonably able to give such notice, will be notice of the same duration as that required by Section 661(2) of the Act.

6.7.5 If you are employed on a fixed-term basis, breaks between fixed-term appointments of up to two times per year and of up to six weeks shall not constitute breaks in continuous service.

6.8 Casual Employment

Casual employment means engagement to perform work on a non-continuing basis for which payment is made at an hourly wage rate which includes a casual loading of 20%. This loading is in compensation for the casual nature of the engagement and all leave entitlements including but not limited to personal leave, public holidays, annual leave, long service leave and annual leave loading.

6.9 Separation from Employment

6.9.1 Separation at Your Initiative

6.9.1.1 You are required to give to your Centre not less than two weeks’ notice of your separation from employment with the Centre. If you fail to give sufficient notice, the University will have the right to withhold monies owing to you with the maximum amount equal to the ordinary rate of pay for the period of notice not given.
6.9.1.2 If you have a casual engagement you are required to give a minimum of one hour’s notice of separation from that employment.

6.9.2 Separation due to Abandonment of Employment

If the University has reasonable ground to believe that you are absent from work, other than on authorised leave, for a period of 5 days or more and you have not made reasonable efforts to inform the Director/Manager of your Centre of the reason for such absence, and thereafter leave is not authorised, the University may deem you to have abandoned your employment in accordance with the University’s requirements and procedures, as established from time to time, for the management of abandonment of employment.

6.9.3 Separation at the Initiative of University

6.9.3.1 The University may terminate your employment referred to in clause 2.1.1 at any time by giving you notice or, at its absolute discretion, compensation instead of notice, as set out in Section 661(2) of the Act provided that:

(i) the University may, without notice, end your employment (summarily dismiss you) if you are found to have engaged in conduct of a kind envisaged in Section 661(1)(c) of the Act such that it would be unreasonable to require the University to continue employment during a period of notice;

(ii) if the period of notice specified in your Contract of Employment is greater than that required in Section 661(2) of the Act, the greater period will be applied.

6.9.3.2 The University may terminate a casual engagement by giving you one hour’s notice.

6.10 Redundancy Provisions

6.10.1 The provisions in this Agreement relating to redundancy and retrenchment are a complete code and do not apply during a qualifying period of employment or during a period of probation.

6.10.2 Notification of Redundancy

6.10.2.1 If the University takes a decision that will give rise to the redundancy of your position and which, unless you are redeployed in accordance with clause 6.10.3, will result in your retrenchment, the University will inform you and will notify the time when, or the period over which, the University intends to consider retrenchment.

6.10.2.2 At the same time as providing the above information, the University will invite you to participate in consultation on measures to minimise the adverse effects of its decision. These measures may include redeployment, voluntary early retirement or secondment.

6.10.2.3 You may choose to be assisted during the consultation by a person of your choice, providing that person is not a practicing solicitor or barrister.

6.10.2.4 Following the consultative process, the University will decide which, if any, measures to minimise the adverse effects of its decision will be pursued as appropriate, in the circumstances.

6.10.3 Redeployment and Retraining
6.10.3.1 To avoid the need for retrenchment due to redundancy, the University reserves the right to redeploy you to another suitable position within its operations. You will not unreasonably decline to accept redeployment, training or retraining.

6.10.3.2 In redeploying you to a suitable vacancy, the University will have regard to the needs of the University and any or all of your:

- skills and knowledge;
- salary level;
- retraining requirements;
- physical and/or health requirements;
- present residential location; and,
- capacity to move to another campus in the city in which the Centre in which you are employed is located.

6.10.5 Income Maintenance

If you are redeployed to a position other than a position in a Centre and the salary applicable to the classification of the position is less than the salary you are receiving at the time you are redeployed, you will continue to receive your existing rate of salary for a period of no more than 12 months from the date of redeployment, after which you will receive the salary applicable to the classification of the position into which you have been redeployed.

6.10.6 Termination by Retrenchment

6.10.6.1 Where the University is not able to identify a position into which you may be redeployed you will be given notice of termination by retrenchment. Unless sub-clause 6.10.6.2 applies to you, the period of notice will be in accordance with that required by Section 661(2) of the Act.

6.10.6.2 If you are a fixed-term member of staff, the period of notice will be in accordance with that required by Section 661(2) of the Act or the period before your contract of employment expires in accordance with its terms, whichever is the lesser.

6.10.6.3 The period of notice given to you in accordance with this sub-section will not be extended by any period of leave taken by you during the notice period.

6.10.6.4 During the period of notice, you will be allowed up to one day’s time off without loss of pay during each week for the purpose of seeking other employment.

6.10.6.5 At any time during the period of notice you and the University may agree to your retrenchment occurring prior to the expiry of that period.

6.10.6.6 If your employment is terminated by retrenchment you will be paid severance pay in accordance with Schedule 2 of this Agreement; provided that the severance payment will be varied to take account of the date of your commencement with a new employer, if the University arranges equivalent or acceptable alternative employment outside the University for you.
6.11 Application of Section 7, Settling Disputes

Section 7, Settling Disputes, does not apply to actions to terminate employment taken pursuant to clause 6.9.2, Separation due to Abandonment of Employment, clause 6.9.3, Separation at the Initiative of the University, and clause 6.10.6, Termination by Retrenchment. Provided that nothing in this sub-clause will be construed as excluding the jurisdiction of any court or tribunal which, but for this sub-clause, would have jurisdiction under the Act to deal with the matter.

SECTION 7: SETTLING DISPUTES

7.1 The provisions and procedures in this section will be observed for settling disputes about matters arising from this Agreement between you and the University.

7.2 You and the University will first attempt to resolve the matter at the workplace level by following procedures including, but not limited to:

(i) you and your nominated supervisor meeting and conferring on the matter; and

(ii) if the matter is not resolved at such a meeting, you having further discussions involving more senior levels of management (as appropriate);

7.3 You and the University have the right to appoint, in writing, another person, other than a currently practising solicitor or barrister, as a representative in relation to resolving a matter in dispute using the procedures in sub-section 7.2.

7.4 You and the University agree to allow the other to refer a matter in dispute under this section for conciliation by the Commission, if the matter has not been resolved after using the procedures in sub-section 7.2.

7.5 You and the University agree that if either refers a matter for conciliation by the Commission, each must genuinely attempt to resolve the matter in dispute using the conciliation process.

7.6 You and the University have the right to appoint, in writing, another person as a representative in relation to the conciliation process.

7.7 You and the University agree that if either refers a matter to the Commission for conciliation under sub-section 7.4, the Commission’s powers will be limited to only the powers in sub-Sections 701(2) and (3) of the Act. The Commission must conduct the conciliation process in accordance with Section 712 of the Act.

7.8 You and the University agree that during the time when attempting to resolve the matter:

(i) you will continue to work in accordance with your contract of employment unless you have a reasonable concern about an imminent risk to your health or safety;

(ii) subject to relevant provisions of any State or Territory occupational health and safety law, even if you have a reasonable concern about an imminent risk to your health or safety, you must not unreasonably fail to comply with a direction by your employer to perform other available work, whether at the same workplace or another workplace, that is safe and appropriate for you to perform; and,

(iii) there must be cooperation to ensure that the dispute resolution procedures are carried out as quickly as is reasonably possible.
SECTION 8: THE UNIVERSITY AND STAFF WORKING TOGETHER

8.1 Consultation

8.1.1 The University will, if practicable, consult with you about workplace matters directly affecting you, as an employee. Throughout the processes of consultation, you may choose to be assisted by a representative of your choice, providing that person is not currently a practising solicitor or barrister.

8.1.2 University practices, as established from time to time, provide for communication and consultation with you through a variety of mechanisms. You are obliged to access information provided through these mechanisms and to maintain personal awareness of institutional practices, requirements, issues and developments through such access.

SECTION 9: OTHER MATTERS

9.1 Severability

If a clause or part of a clause in this Agreement can be read in a way that makes it illegal, unenforceable or invalid, but can also be read in a way that makes it legal, enforceable and valid, it must be read in the latter way. If any clause or part of a clause in this Agreement is illegal, unenforceable or invalid, that clause or part must be treated as removed from this document, but the rest of this document must not be affected.

9.2 Law and Jurisdiction

This Agreement shall be governed by the Federal law of the Commonwealth of Australia and any legal proceedings in relation to the Agreement or to the employment relationship between you and the University shall be commenced only in a Federal court of the Commonwealth. To avoid doubt, except as provided by the Act, no legislation of any State or Territory of the Commonwealth will apply to the employment relationship between you and the University and no State Court, Tribunal, Commission or Ombudsman will have jurisdiction in relation to that relationship.

9.3 Duress

You agree that you genuinely consent to making the Agreement with the University and that you have not been placed under duress to agree to the Agreement.
SECTION 10: SCHEDULES

Schedule 1 – Salary Rates

If you are a Teachers engaged in Part-Time and Fractional employment, the Salary Rates in Table 1 and the Allowances in Table 2 will be pro-rated in accordance with sub-section 6.6 or sub-section 6.7, as the case may be.

Table 1

<table>
<thead>
<tr>
<th>Salary Level</th>
<th>Minimum Rate</th>
<th>Hourly Salary</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>$18.11</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>$18.37</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>$18.90</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>$19.30</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>$20.13</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>$20.69</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>$21.20</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>$21.76</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>$22.32</td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>$23.04</td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>$23.71</td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>$24.31</td>
<td></td>
</tr>
</tbody>
</table>

A. Progression from one salary level to the next salary level will be on the basis of accredited teaching experience and you demonstrating that you have met the performance requirements notified to you under clause 4.1.2 of this agreement.

B. You will be accredited with teaching experience and be allocated with the following:

   a) one increment for each year of full-time TESOL teaching or equivalent

   b) one increment for each two years of full-time teaching or equivalent in other subjects to a maximum of three increments.

   c) you will accrue equivalent full-time experience for a period of part-time teaching on a pro-rata basis

Table 2 - Position of Responsibility Allowance

<table>
<thead>
<tr>
<th>Position of Responsibility Level</th>
<th>Minimum Annual Allowance effective 07 March 2007</th>
</tr>
</thead>
<tbody>
<tr>
<td>Level 1</td>
<td>$1272.08</td>
</tr>
<tr>
<td>Level 2</td>
<td>$2543.80</td>
</tr>
<tr>
<td>Level 3</td>
<td>$3815.61</td>
</tr>
</tbody>
</table>
Schedule 2 – Severance Payments upon Retrenchment

<table>
<thead>
<tr>
<th>Period of continuous service</th>
<th>Severance pay</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 1 year</td>
<td>Nil</td>
</tr>
<tr>
<td>1 year and less than 2 years</td>
<td>4 weeks’ pay</td>
</tr>
<tr>
<td>2 years and less than 3 years</td>
<td>6 weeks’ pay</td>
</tr>
<tr>
<td>3 years and less than 4 years</td>
<td>7 weeks’ pay</td>
</tr>
<tr>
<td>4 years and less than 5 years</td>
<td>8 weeks’ pay</td>
</tr>
<tr>
<td>5 years and less than 6 years</td>
<td>10 weeks’ pay</td>
</tr>
<tr>
<td>6 years and less than 7 years</td>
<td>11 weeks’ pay</td>
</tr>
<tr>
<td>7 years and less than 8 years</td>
<td>13 weeks’ pay</td>
</tr>
<tr>
<td>8 years and less than 9 years</td>
<td>14 weeks’ pay</td>
</tr>
<tr>
<td>9 years and less than 10 years</td>
<td>16 weeks’ pay</td>
</tr>
<tr>
<td>10 years and over</td>
<td>12 weeks’ pay</td>
</tr>
</tbody>
</table>

A  Breaks in service of up to two times per year and of up to six weeks each time will not constitute breaks in continuous service.

B  Weeks pay means the normal weekly ordinary hours referred to in sub-section 6.5 multiplied by the hourly rate for the salary referred to in sub-clause 2.1.2.1.