Terms of AWA Offered

Australian Workplace Agreement 2007 – 2012

Casual Employment

Academic Staff
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SECTION 1 AGREEMENT ARRANGEMENTS

1.1 Parties to the Agreement

This Australian Workplace 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 will apply:

(i) “Act” means the Workplace Relations Act 1996 (as amended).

(ii) “Casual Academic staff member” means an employee who is engaged to perform work of the nature of that set out in Schedule 1 and who is paid in accordance with Schedule 1, or an employee who is engaged to perform the work of a position, including a Research only position, classified in accordance with Schedule 2 and who is employed and paid by the hour in accordance with the wage rates set out in Schedule 2.

(iii) “Commission” means the Australian Industrial Relations Commission.

(iv) “Comprehensively” means in addition to its ordinary meaning, the exclusion of all things that might otherwise be implied, were it not for this definition.

(v) “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.

(vi) “HEWRRs” means the Higher Education Workplace Relations Requirements, the program of workplace relations and funding arrangements of that name announced by the Commonwealth Government in April 2005.

(vii) “Nominated supervisor” means a member of staff who is formally assigned the responsibility of supervising one or more staff or a group of staff.

(viii) “Parties” means the Australian Catholic University Limited and you.

(ix) “Protected Allowable Award Matters” means the matters set out in clause 1.7.4.

(x) “Public holiday” means a day so declared by a State or Territory government, or a day that is observed by the University in lieu of a public holiday and on which any University Campus in that State or Territory is closed.
“Staff member” means the employee named in sub-section 1.1.

“Term of this Agreement” means the period between the dates specified in sub-section 1.5.

“University” means Australian Catholic University Limited (A.B.N. 15 050 192 660), a Company limited by guarantee.

“University holiday” means any days notified by the University as being University holidays and usually includes days during the University shut down period at the conclusion of each academic year.

“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;

- 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

1.4.1 This Agreement will be binding according to its terms upon:

(i) Australian Catholic University Limited (A.B.N. 15 050 192 660)

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 first commence an engagement of employment under this Agreement. Your entitlements under this Agreement will cease upon the termination of that engagement and will recommence on the date on which you commence any and each subsequent engagement and will cease upon the termination of any and each such engagement.

The nominal expiry date of this Agreement is the fifth anniversary of the date of its 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, should you be employed by the University on that day, 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.

Unless the Agreement’s operation as an AWA 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.

1.7 Relationship with Awards, Certified Agreements and Contracts

1.7.1 This Agreement entirely replaces and operates to the exclusion of the Australian Catholic University Staff Enterprise Agreement 2005-2008.

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

- Higher Education Academic Salaries Award 2002
- Universities and Post Compulsory Academic Conditions Award 1999
- Queensland Post-Compulsory and Higher Education Academic Staff (Conditions of Employment) Award 2002
- Victorian Post-Compulsory and Higher Education Academic and Teaching Staff (Conditions of Employment) Award 2002
- Tertiary Education Superannuation Scheme (TESS) Superannuation Award 1988
- National Training Wage Interim Award 1994 [Print L 5189 [N 0277].

1.7.3 During the operation of this Agreement you agree that:

- the operation of Protected Allowable Award Matters in all awards referred to in clause 1.7.2 is expressly excluded;
- this Agreement comprehensively regulates the employment relationship between you and the University to the exclusion of the Agreement referred to in clause 1.7.1; the awards referred to in clause 1.7.2; and
- you will not make any further claims in relation to your employment, other than as provided for in sub-section 1.8.
1.7.4 Protected Allowable Award Matters are:

(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.

1.7.5 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 If the University makes a determination applicable to you or enters into a collective workplace agreement under the Act which would apply to you were it not for this Agreement, the University will provide you with equivalent increases in wage rates, subject to any conditions that apply to that increase.
1.9 University Policies

Any University policies do not form part of this Agreement.

SECTION 2: REMUNERATING WORK AT ACU

2.1 Employment and Wages

2.1.1 Employment

You will be employed as a Casual Academic staff member.

2.1.2 Wages

2.1.2.1 For any engagement to perform work of the nature of that set out in Schedule 1 you will be paid the wage rate in Schedule 1 applying to work of that particular nature at the time of the engagement.

2.1.2.2 For any engagement to perform the work of a position classified in accordance with Schedule 2, including the work of a Research only position, your hourly wage rate will be not less than the minimum rate in Schedule 2 applying to the classification of the position at the time of the engagement.

2.1.2.3 The wage rates in Schedule 1 and Schedule 2 include a loading of 23%. 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.

2.1.2.4 This Agreement provides for increases in wage rates for which you may become entitled if engaged to perform work under this Agreement. If you are entitled to such increases, the increases listed below will be paid on the specified Instalment date.

<table>
<thead>
<tr>
<th>Instalment date (Pay Period)</th>
<th>Component 1 Guaranteed %</th>
<th>Component 2 ACU Found to be HEWRRS Compliant %</th>
<th>Component 3 Conditional %</th>
<th>Maximum %</th>
</tr>
</thead>
<tbody>
<tr>
<td>First after 1 July 2006</td>
<td>3.25</td>
<td>1.75</td>
<td>0.0</td>
<td>5.0</td>
</tr>
<tr>
<td>First after 1 July 2007</td>
<td>5.0</td>
<td>0.0</td>
<td>0.0</td>
<td>5.0</td>
</tr>
<tr>
<td>First after 1 September 2008</td>
<td>4.75</td>
<td>0.0</td>
<td>0.75</td>
<td>5.5</td>
</tr>
<tr>
<td>Total</td>
<td>13.0</td>
<td>1.75</td>
<td>0.0</td>
<td>15.5</td>
</tr>
</tbody>
</table>

Total Maximum increases, 2006 – 2008 - 15.5% cumulative.

2.1.2.3 Component 1 will be added to wage rates on the specified installment date.

2.1.2.4 Component 2 will be added to wage rates with effect from the specified installment date should the University be advised by the Minister for Education, Science and Training,
subsequent to 31 August 2006, that the University was found to be HEWRRs compliant.

2.1.2.5 Component 3 will be added to wage rates on the specified installment date if, as a Company, the University makes an operating surplus (profit) after all expenses in the previous accounting year are met and which is sufficient to cover the cost of payment of that component to all staff members in 2008. The operating surplus will be determined from the University’s audited Annual Financial Statements and will exclude revenue and expenditure in relation to capital activities after rent and all other expenses are met. Should there be an operating surplus that is less than the cost of the payment of the Component to all staff members, a proportion, equivalent to operating surplus, will be added.

2.2 Payment of Wages

2.2.1 Your wages will be paid 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 the 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 may issue you with the salary payment records (pay slips) required by the Act in an electronic document capable of reproduction in printed writing upon access by you using either the University’s electronic systems or systems remote from the University.

2.3 Superannuation

2.3.1 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.

2.3.2 The terms of this sub-clause will not apply to you if between 1 January and 30 June or 1 July and 31 December in any one year earn less than $2010 under this Agreement 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.

2.3.3 Except as otherwise provided by this sub-section, the University will contribute a payment of 3 per cent of earnings under this Agreement 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.

SECTION 3: PARENTAL LEAVE

If you are or become an eligible casual employee as provided in Section 264 of the Act the provisions of Division 6, Parental Leave, of the Act will apply to you.

SECTION 4 WORKING ARRANGEMENTS

4.1 You must at all times comply with the University principles and requirements for availability of Casual Academic 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, scheduled University, Faculty and School meetings and interaction with students and colleagues.
4.2 You must at all times comply with the University requirements, as established from time to time, for attendance on campus to perform the work for which you are engaged. The University will not indemnify you or provide workers compensation insurance coverage to you in relation to any off campus activities which you undertake without authorisation in accordance with those requirements.

4.3 If, prior to your retirement from employment by the University, you have entered into a post-retirement arrangement with the University to perform work as an Academic staff member under this Agreement following your retirement, your working arrangements will be in accordance with the University requirements, as established from time to time, for post-retirement work as a Casual Academic staff member and will not involve a workload exceeding 0.6 of the equivalent full-time workload.

SECTION 5: EMPLOYMENT MATTERS

5.1 Documentation

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.

5.2 Other Types of Employment

5.2.1 Nothing in this Agreement will prevent you from engaging in additional work as a Casual General staff member of the University.

5.2.2 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 be paid the 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.

5.2.3 If you are engaged as a Casual General staff member, you will participate in the University General staff learning and development programs in accordance with sub-section 7.6.

5.3 Separation from Employment

5.3.1 Separation at your Initiative

You are required to give the University a minimum of one hour’s notice of separation from employment.

5.3.2 Separation at the Initiative of the University

The University may terminate your employment by giving you one hour’s notice.

SECTION 6: SETTLING DISPUTES

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

6.2 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); 

6.3 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 6.2.

6.4 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 6.2.

6.5 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.

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

6.7 You and the University agree that if either refers a matter for conciliation by the Commission under sub-section 6.4, 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.

SECTION 7: THE UNIVERSITY AND STAFF WORKING TOGETHER

7.1 The University will, if practicable, consult with you about workplace matters 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.

7.2 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 mechanism and to maintain personal awareness of institutional practices, requirements, issues and developments through such access.

7.3 You must participate in the University compliance training programs, as established from time to time, in relation to the statutory and other obligations of the University as a corporation and as an employer and your obligations as its employee.

7.4 You will participate in the University Academic staff performance management, development and review processes, as established from time to time.

7.5 You will participate in the University Academic staff learning and development programs, as established from time to time, to develop excellence and enhance performance of Academic staff members.

7.6 If you are engaged as a Casual General staff member, you will participate in the University General staff performance management, development and review processes, as established from time to time.

7.7 If you are engaged as a Casual General staff member, if required to do so, you will participate in the University general staff learning and development programs, as established from time to time, to develop excellence and enhance performance of general staff members.
SECTION 8: OTHER MATTERS

8.1 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.

8.2 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.

8.3 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 9  SCHEDULES

Schedule 1 – Casual Academic Staff Wage Rates – Particular Work

The wage rates set out in this Schedule are hourly rates calculated using the formulae in the Schedule and are to be paid according to the hours worked. In the event a staff member is employed to work for less than a full hour, then the rates are to be pro-rated accordingly. For wage increase components see Clause 2.1.2.

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Lecturing and higher marking</td>
<td>[($'n'}/52)/37.5]+23%</td>
<td>Level B, Step 2</td>
<td>40.12</td>
<td>42.13</td>
<td>44.13</td>
<td>44.45</td>
</tr>
<tr>
<td>Subject Co-ordination or PhD</td>
<td>[($'n'}/52)/37.5]+23%</td>
<td>Level A, Step 6</td>
<td>34.22</td>
<td>35.94</td>
<td>37.64</td>
<td>37.91</td>
</tr>
<tr>
<td>All other rates</td>
<td>[($'n'}/52)/37.5]+23%</td>
<td>Level A, Step 2</td>
<td>28.62</td>
<td>30.05</td>
<td>31.48</td>
<td>31.70</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Category of Activity</th>
<th>Type</th>
<th>Formula</th>
<th>2006 HEWRRS Compliant</th>
<th>2007 HEWRRS</th>
<th>2008 HEWRRS</th>
<th>2008 Condition al</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lecturing Basic</td>
<td>Base x 3</td>
<td>3.0</td>
<td>120.37</td>
<td>126.39</td>
<td>132.39</td>
<td>133.35</td>
</tr>
<tr>
<td>Developed</td>
<td>Base x 4</td>
<td>4.0</td>
<td>160.50</td>
<td>168.52</td>
<td>176.52</td>
<td>177.80</td>
</tr>
<tr>
<td>Specialised</td>
<td>Base x 5</td>
<td>5.0</td>
<td>200.62</td>
<td>210.65</td>
<td>220.65</td>
<td>222.25</td>
</tr>
<tr>
<td>Repeat</td>
<td>Base x 2</td>
<td>2.0</td>
<td>80.25</td>
<td>84.26</td>
<td>88.26</td>
<td>88.90</td>
</tr>
<tr>
<td>Tutoring Normal rate</td>
<td>Base x 3</td>
<td>3.0</td>
<td>85.85</td>
<td>90.15</td>
<td>94.44</td>
<td>95.10</td>
</tr>
<tr>
<td>Co-ord/PhD rate</td>
<td>Base x 3</td>
<td>3.0</td>
<td>102.67</td>
<td>107.82</td>
<td>112.92</td>
<td>113.73</td>
</tr>
<tr>
<td>Repeat</td>
<td>Base x 2</td>
<td>2.0</td>
<td>57.24</td>
<td>60.10</td>
<td>62.96</td>
<td>63.40</td>
</tr>
<tr>
<td>Musical Accompanying + SES Standard rate</td>
<td>Base x 2</td>
<td>2.0</td>
<td>57.24</td>
<td>60.10</td>
<td>62.96</td>
<td>63.40</td>
</tr>
<tr>
<td>Co-ord/PhD rate</td>
<td>Base x 2</td>
<td>2.0</td>
<td>68.45</td>
<td>71.88</td>
<td>75.28</td>
<td>75.82</td>
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<tr>
<td>Clinical Nurse Education Little prep</td>
<td>Base x 1.5</td>
<td>1.5</td>
<td>42.93</td>
<td>45.08</td>
<td>47.22</td>
<td>47.55</td>
</tr>
<tr>
<td>Co-ord/PhD rate</td>
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<td>53.91</td>
<td>56.46</td>
<td>56.87</td>
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<td>2.0</td>
<td>57.24</td>
<td>60.10</td>
<td>62.96</td>
<td>63.40</td>
</tr>
<tr>
<td>Co-ord/PhD rate</td>
<td>Base x 2</td>
<td>2.0</td>
<td>68.45</td>
<td>71.88</td>
<td>75.28</td>
<td>75.82</td>
</tr>
<tr>
<td>Marking Standard</td>
<td>Base x 1</td>
<td>1.0</td>
<td>28.62</td>
<td>30.05</td>
<td>31.48</td>
<td>31.70</td>
</tr>
<tr>
<td>Co-ord/PhD rate</td>
<td>Base x 1</td>
<td>1.0</td>
<td>34.22</td>
<td>35.94</td>
<td>37.64</td>
<td>37.91</td>
</tr>
<tr>
<td>Significant</td>
<td>Base x 1</td>
<td>1.0</td>
<td>40.12</td>
<td>42.13</td>
<td>44.13</td>
<td>44.45</td>
</tr>
<tr>
<td>Co-ord/PhD rate</td>
<td>Base x 1</td>
<td>1.0</td>
<td>40.12</td>
<td>42.13</td>
<td>44.13</td>
<td>44.45</td>
</tr>
<tr>
<td>Other Required Activity Normal rate</td>
<td>Base</td>
<td></td>
<td>28.62</td>
<td>30.05</td>
<td>31.48</td>
<td>31.70</td>
</tr>
<tr>
<td>Co-ord/PhD rate</td>
<td>Base</td>
<td></td>
<td>34.22</td>
<td>35.94</td>
<td>37.64</td>
<td>37.91</td>
</tr>
</tbody>
</table>

If a Casual Academic staff member holds a doctoral qualification the Co-ord/PhD rate will apply.
For the purposes of the following, the term ‘contemporaneous’ will be taken to mean that the work arises out of the activity for which payment has already been made and occurs within 7 days of the class or other activity having taken place.

The minimum wage rates paid to academic staff employed on a casual basis will be computed using the following formulae and descriptors:

1.1 **Lecturing and Higher Marking Rate:**

The base rate per hour is determined by reference to the second step of the full-time Level B scale and calculated as follows: \( \left( \frac{n}{52} \right) / 37.5 \) + 23%

1.2 **Full Subject/Unit Co-ordination or Possession of Relevant Doctoral Qualification:**

The base rate per hour where the duties include full subject/unit co-ordination or the staff member possesses a relevant doctoral qualification is determined by reference to the sixth step of the full-time Level A scale and calculated as follows: \( \left( \frac{n}{52} \right) / 37.5 \) + 23%

1.3 **All other rates (including tutoring rates not covered in 1.2):**

The base rate per hour is determined by reference to the second step of the full-time Level A scale and calculated as follows: \( \left( \frac{n}{52} \right) / 37.5 \) + 23%

2.1 **Lecturing:**

A casual staff member required to provide a formal lecture (or equivalent delivery through other than face-to-face teaching mode) of one hour’s duration with directly associated non-contact duties in the nature of preparation, reasonably contemporaneous marking and student consultation shall be paid at a rate for each hour of lecture delivered, according to the following:

<table>
<thead>
<tr>
<th>Type of Lecturing and associated working time assumed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Basic lecture (1 hour of delivery and 2 hours associated working time)</td>
</tr>
<tr>
<td>Developed lecture (1 hour of delivery and 3 hours associated working time)</td>
</tr>
<tr>
<td>Specialised lecture (1 hour of delivery and 4 hours associated working time)</td>
</tr>
<tr>
<td>Repeat lecture (1 hour of delivery and 1 hour associated working time)</td>
</tr>
</tbody>
</table>

The hourly rate in a repeat lecture applies to a lecture in the same subject matter within a period of 7 days, and any marking and student consultation reasonably contemporaneous with it.

For the purposes of this Agreement, the term “lecture” means any education delivery described as a lecture in a course or unit outline, or in an official timetable issued by the University.
2.2 Tutoring:

A casual staff member required to provide a formal tutorial (or equivalent delivery through other than face-to-face teaching mode) of one hour’s duration with directly associated non-contact duties in the nature of preparation, reasonably contemporaneous marking and student consultation shall be paid at a rate for each hour of tutorial delivered, according to the following:

<table>
<thead>
<tr>
<th>Type of tutoring and associated working time assumed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tutorial (1 hour of delivery and 2 hours associated working time)</td>
</tr>
<tr>
<td>Repeat tutorial (1 hour of delivery and 1 hour associated working time)</td>
</tr>
</tbody>
</table>

The hourly rate in a repeat tutorial applies to a tutorial in the same subject matter within a period of 7 days, and any marking and student consultation reasonably contemporaneous with it.

For the purposes of this Agreement, the term “tutorial” means any education delivery described as a tutorial in a course or unit outline, or in an official timetable issued by the University.

3.1 Musical Accompanying with Special Educational Service:

For musical accompanying, the casual staff member shall be paid for each hour of accompanying, as well as for one hour of preparation time for each hour of accompanying delivered:

<table>
<thead>
<tr>
<th>Musical accompanying with special educational service, and associated working time assumed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Musical accompanying (1 hour of delivery and 1 hour preparation time)</td>
</tr>
</tbody>
</table>

For the purposes of this sub-clause, the term “musical accompanying with special educational service” means the provision of musical accompaniment to one or more students or staff in the course of teaching by another member of the academic staff in circumstances where the accompanist deploys educational expertise in repertoire development or expression for student concert or educational purposes, but does not include concert accompanying, vocal coaching or musical directing.

4.1 Undergraduate Clinical Nurse Education:

A casual staff member required to provide undergraduate clinical nurse education shall be paid for each hour of clinical education delivered together with directly associated non-contact duties in the nature of preparation, reasonably contemporaneous marking and student consultation, as follows:

<table>
<thead>
<tr>
<th>Type of undergraduate clinical nurse education and associated working time assumed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Little preparation required (1 hour of delivery and 0.5 hours associated working time)</td>
</tr>
<tr>
<td>Normal preparation time (1 hour of delivery and 1 hour associated working time)</td>
</tr>
</tbody>
</table>

For the purposes of this sub-clause, the term “undergraduate clinical nurse education” means the conduct of undergraduate nurse education in a clinical setting.
5.1 **Marking:**

All marking other than that referred to in paragraphs 2.1, 2.2, and 4.1 above shall be paid according the following table for all time worked:

<table>
<thead>
<tr>
<th>Type of Marking</th>
</tr>
</thead>
<tbody>
<tr>
<td>Standard marking</td>
</tr>
<tr>
<td>Marking requiring a significant exercise of academic judgment appropriate to an academic at Level B status, usually a supervising examiner</td>
</tr>
</tbody>
</table>

6.1 **Other Required Academic Activity**

A casual staff member required to perform any other required academic activity as defined in this sub-clause shall be paid at the appropriate hourly rate for each hour of activity delivered as required and demonstrated to have been performed.

For the purposes of this sub-clause, “*other required academic activity*” shall include work that a person acting on behalf of the University, requires the staff member to perform and that is performed in accordance with any such requirement, being work of the following nature:

- the conduct of practical classes, demonstrations, workshops, student field excursions, etc;
- the conduct of clinical sessions other than clinical nurse education;
- the conduct of performance and visual art studio sessions;
- musical coaching, repetiteurship, and musical accompanying other than with special educational service;
- development of teaching and subject materials such as the preparation of subject/unit guides and reading lists and basic activities associated with subject/unit coordination;
- development of open/distance learning materials;
- consultation with students;
- supervision; and
- attendance at School and/or faculty meetings as required.

The above list is not intended to be exhaustive, but is provided by way of examples and guidance.
Schedule 2 – Casual Academic Staff Wage Rates – Work of Classified Research Positions

The wage rates set out in this Schedule are hourly rates calculated using the formulae in the Schedule and are to be paid according to the hours worked. In the event a staff member is employed to work for less than a full hour, then the rates are to be pro-rated accordingly. For wage increase components see Clause 2.1.2

Casual Academic Staff Wage Rates

<table>
<thead>
<tr>
<th>Classification</th>
<th>2006 Increase</th>
<th>2007 Increase</th>
<th>2008 Increases</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>01-July-2006</td>
<td>14-July-2007</td>
<td>20-September-2008</td>
</tr>
<tr>
<td></td>
<td>Hourly rate (incl 23%) (Component 1, 2)</td>
<td>Hourly rate (incl 23%) (Component 1)</td>
<td>Hourly rate (incl 23%) (Component 1)</td>
</tr>
<tr>
<td>Academic Level A, Increment 1</td>
<td>$28.91</td>
<td>$30.36</td>
<td>$31.80</td>
</tr>
<tr>
<td>Academic Level A, Increment 2</td>
<td>$30.56</td>
<td>$32.09</td>
<td>$33.60</td>
</tr>
<tr>
<td>Academic Level A, Increment 3</td>
<td>$32.21</td>
<td>$33.81</td>
<td>$35.42</td>
</tr>
<tr>
<td>Academic Level A, Increment 4</td>
<td>$33.86</td>
<td>$35.55</td>
<td>$37.24</td>
</tr>
<tr>
<td>Academic Level A, Increment 5</td>
<td>$35.20</td>
<td>$36.96</td>
<td>$38.72</td>
</tr>
<tr>
<td>Academic Level A, Increment 6</td>
<td>$36.54</td>
<td>$38.38</td>
<td>$40.20</td>
</tr>
<tr>
<td>Academic Level A, Increment 7</td>
<td>$37.89</td>
<td>$39.78</td>
<td>$41.67</td>
</tr>
<tr>
<td>Academic Level A, Increment 8</td>
<td>$39.23</td>
<td>$41.19</td>
<td>$43.15</td>
</tr>
<tr>
<td>Academic Level B, Increment 1</td>
<td>$41.29</td>
<td>$43.36</td>
<td>$45.42</td>
</tr>
<tr>
<td>Academic Level B, Increment 2</td>
<td>$42.84</td>
<td>$44.98</td>
<td>$47.12</td>
</tr>
<tr>
<td>Academic Level B, Increment 3</td>
<td>$44.39</td>
<td>$46.60</td>
<td>$48.82</td>
</tr>
<tr>
<td>Academic Level B, Increment 4</td>
<td>$45.94</td>
<td>$48.24</td>
<td>$50.53</td>
</tr>
<tr>
<td>Academic Level B, Increment 5</td>
<td>$47.49</td>
<td>$49.86</td>
<td>$52.23</td>
</tr>
<tr>
<td>Academic Level B, Increment 6</td>
<td>$49.04</td>
<td>$51.49</td>
<td>$53.94</td>
</tr>
<tr>
<td>Academic Level C, Increment 1</td>
<td>$50.58</td>
<td>$53.11</td>
<td>$55.63</td>
</tr>
<tr>
<td>Academic Level C, Increment 2</td>
<td>$52.13</td>
<td>$54.74</td>
<td>$57.34</td>
</tr>
<tr>
<td>Academic Level C, Increment 3</td>
<td>$53.68</td>
<td>$56.37</td>
<td>$59.04</td>
</tr>
<tr>
<td>Academic Level C, Increment 4</td>
<td>$55.23</td>
<td>$57.99</td>
<td>$60.75</td>
</tr>
<tr>
<td>Academic Level C, Increment 5</td>
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<tr>
<td>Academic Level C, Increment 6</td>
<td>$58.33</td>
<td>$61.24</td>
<td>$64.16</td>
</tr>
<tr>
<td>Academic Level D, Increment 1</td>
<td>$60.91</td>
<td>$63.96</td>
<td>$67.00</td>
</tr>
<tr>
<td>Academic Level D, Increment 2</td>
<td>$62.97</td>
<td>$66.12</td>
<td>$69.26</td>
</tr>
<tr>
<td>Academic Level D, Increment 3</td>
<td>$65.04</td>
<td>$68.29</td>
<td>$71.54</td>
</tr>
<tr>
<td>Academic Level D, Increment 4</td>
<td>$67.10</td>
<td>$70.45</td>
<td>$73.80</td>
</tr>
<tr>
<td>Academic Level E, Increment 1</td>
<td>$78.46</td>
<td>$82.39</td>
<td>$86.30</td>
</tr>
</tbody>
</table>