Terms of AWA Offered

Australian Workplace Agreement 2007 – 2012

Casual Employment

Teachers in Centres

Australian Catholic University Limited
(ABN 150 50 192 660)
Table of Contents

SECTION 1: AGREEMENT ARRANGEMENTS................................................................. 2
  1.1 Parties to the Agreement .................................................................................. 2
  1.2 Definitions ....................................................................................................... 2
  1.3 Objectives of the Agreement ......................................................................... 3
  1.4 Application of the Agreement ....................................................................... 3
  1.5 Term of Agreement ....................................................................................... 3
  1.6 Foreshortening of Agreement ....................................................................... 4
  1.7 Relationship with Awards, Certified Agreements and Contracts .................. 4
  1.8 Variation of Agreement ............................................................................... 5
  1.9 University Policies ....................................................................................... 5

SECTION 2: REMUNERATING WORK AT ACU....................................................... 5
  2.1 Employment and Wages ............................................................................... 5
  2.2 Payment of Wages ...................................................................................... 5
  2.6 Superannuation ........................................................................................... 6

SECTION 3 PARENTAL LEAVE ........................................................................... 6

SECTION 4 WORKING ARRANGEMENTS .......................................................... 6

SECTION 5: EMPLOYMENT MATTERS ................................................................ 6
  5.1 Documentation .............................................................................................. 6
  5.2 Other Types of Employment ......................................................................... 7
  5.3 Separation from Employment ...................................................................... 7

SECTION 6: SETTLING DISPUTES ................................................................... 7

SECTION 7: THE UNIVERSITY AND STAFF WORKING TOGETHER ................. 8

SECTION 8: OTHER MATTERS .......................................................................... 8
  8.1 Severability .................................................................................................. 8
  8.2 Law and Jurisdiction .................................................................................... 8
  8.3 Duress .......................................................................................................... 9

SECTION 9: SCHEDULES .................................................................................... 10
  Schedule 1 –Casual Teacher Wage Rates Table .................................................. 10

SIGNATURES ........................................................................................................ 11
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 Teacher” means an employee who is engaged to perform teaching in non-award courses in a Centre at the University who is employed and paid by the hour in accordance with the wage rates set out in Schedule 1.

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

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

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

(ix) “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.

(x) “Staff member” means the employee named in sub-section 1.1.

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

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

(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;
- 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 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, 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 operates to the exclusion of all state 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

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 1.7.1 is expressly excluded;
- this Agreement comprehensively regulates the employment relationship between you and the University to the exclusion of 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:

(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
Terms of AWA Offered

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 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 Teacher.

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.

2.1.2.2 The wage rates in Schedule 1 are minimum rates which will be adjusted in accordance with the Australian Fair Pay and Conditions Standard provided for in the Act. The rates include a loading of 20% 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.

2.2 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.
Terms of AWA Offered

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.

2.6 Superannuation

2.6.1 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.

2.6.2 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.

2.6.3 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 The fundamental principle underpinning working arrangements is that they must provide for enhanced and flexible operations of the Centre and the University. The nominated supervisor will determine the nature of your particular working arrangements, which will be subject to the operational requirements, including service and programme delivery requirements, of the Centre and your work unit.

4.2 You must at all times comply with the University principles and requirements for availability of Casual Teachers, 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 and Centre meetings and interaction with students and colleagues.

4.3 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.

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 or Casual Academic staff member of the University.

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

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 7.8

5.2.4 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 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 to the Commission for conciliation 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 mechanisms and 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 performance management, development and review processes, as established from time to time, for Teachers in Centres.

7.5.1 If you are engaged as a Casual Academic staff member, 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.

7.5.2 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 established from time to time,

7.6.1 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.

7.6.2 If you are engaged as a Casual General staff member, you will participate in the University’s performance development process for Casual General staff, as established from time to time.

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 Teacher Wage Rates Table

The rates set out in this Schedule are minimum hourly rates and are to be paid according to the hours worked. Where a staff member is employed to work for less than a full hour, then the rates are to be prorated.

Casual Teacher Wage Rates

<table>
<thead>
<tr>
<th>Activity</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Face-to-face teaching</td>
<td>$43.99</td>
</tr>
<tr>
<td>Clinical Teaching</td>
<td>$37.20</td>
</tr>
<tr>
<td>Non-teaching duties</td>
<td>$23.16</td>
</tr>
</tbody>
</table>