UNIVERSITY COLLEGE
THE UNIVERSITY OF NEW SOUTH WALES,
AUSTRALIAN DEFENCE FORCE ACADEMY

AUSTRALIAN WORKPLACE AGREEMENT

Casual General Staff Employee

UNSW@ADFA CANBERRA ACT 2600 AUSTRALIA
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AUSTRALIAN WORKPLACE AGREEMENT

1. PARTIES
The parties to this Australian Workplace Agreement are:
(a) The University of New South Wales (‘the University’), and
(b) The casual employee whose name and address appear in the Signatures clause to this Australian Workplace Agreement (‘the Employee’).

2. DEFINITIONS
“the Act” will mean the Workplace Relations Act 1996.

“Agreement” or “AWA” will mean this Australian Workplace Agreement.

“Enterprise Agreement” will mean the University College, The University of New South Wales, the Australian Defence Force Academy Enterprise Agreement 2003.

“parties” will mean the University and the casual employee subject to this AWA.

“the University” or “the University College” will mean the ‘University College, The University of New South Wales, the Australian Defence Force Academy’.

3. PERIOD OF OPERATION AND APPLICATION
(a) This AWA shall take effect from:
(i) the day after a filing receipt is issued for the AWA for a new employee; or
(ii) the day after an approval notice is issued for the AWA for an existing employee
and has a nominal expiry date of 15 May 2006, unless otherwise terminated or varied beforehand by agreement between the parties.

(b) It is recognised that this AWA covers the conditions of employment applicable to a casual employee of the University. It is further recognised that the University may choose to offer casual work to the Employee from time to time during the period of operation of this Agreement. This AWA will only apply when an offer of casual work is made to the Employee and the Employee accepts the offer of casual employment and completes an “Employment of Casual General Staff” Form (SAL11) during the period of operation of this AWA.

(c) After the AWA’s nominal expiry date, the AWA will continue in force until such time as either party gives 14 days’ written notice of termination to the other and files a termination notice with the Employment Advocate in accordance with section 170VM(6) of the Act.

4. DISCLOSURE
Nothing in this AWA prohibits or restricts, in any way, disclosure of the contents of this AWA by either party to any other person.
5. CONDITIONS OF EMPLOYMENT

(a) Except where stated not to apply in this AWA, the conditions of employment contained in clauses 8 - 45 of the Enterprise Agreement, the definitions contained in clause 3, and the schedules to the Enterprise Agreement that would otherwise apply to a casual general staff employee of the University continue to apply to the Employee’s employment. A copy of the Enterprise Agreement is available at: http://www.unsw.adfa.edu.au/admin/hr/cert_agrmnts/index.html.

(b) This AWA will prevail over the terms of any enterprise agreement which would otherwise apply to the Employee and which comes into operation after the commencement of this AWA.

(c) This AWA will operate to the exclusion of any State or Federal Award.

(d) In the event of any inconsistency between the provisions of this AWA and any applicable legislation, this AWA shall prevail.

(e) Upon appointment, the Employee must disclose to their supervisor any other employment which they currently hold at the University.

(f) The employment of the Employee may be terminated by the giving of one hour’s notice by either the Employee or the University.

(g) The Employee acknowledges that he/she has no expectation of continuing employment with the University.

6. RELATIONSHIP WITH UNIVERSITY POLICIES AND PROCEDURES

(a) This AWA shall be read in conjunction with the Employee’s “Employment of Casual General Staff” Form (SAL11) which will specifically refer to those periods during which work is available under this AWA and the type of work offered to the Employee.

(b) The Employee is required to comply with all policies, procedures and codes set by the University which apply to the Employee’s employment and as varied from time to time. The Employee is bound to comply with these policies, procedures and codes but they are not incorporated into this AWA as terms of the AWA. The Employee is required to familiarise himself or herself with the policies, procedures and codes as varied from time to time because all changes and additions to policies, procedures and codes which affect the Employee’s conditions of employment will be automatically binding on the Employee. Where the University sees it necessary to consult on changes to HR policies and practices, the University will do so directly with staff.

(c) In particular, the Employee will familiarise themselves with the following policies of the University:

- UNSW Code of Conduct (http://www.hr.unsw.edu.au/poldoc/codecond.htm)
- Conflict of Interest Policy (http://www.hr.unsw.edu.au/poldoc/conflict.htm)
- Email Policy (http://www.its.unsw.edu.au/policies/docs/Email_Policy_2004.pdf)
• Occupational Health and Safety policies relevant to their employment with UNSW
  (http://www.riskman.unsw.edu.au/ohs/policies.shtml)

(d) Copies of other relevant policies, procedures and codes are available on the
  UNSW@ADFA website at http://www.unsw.adfa.edu.au/staff/index.html or directly
  from the Employee’s supervisor.

(e) Where the policies are inconsistent with the provisions of this AWA, the AWA shall
  prevail.

7. PROVISIONS OF THE AWA AND ANTI-DISCRIMINATION

The parties to this AWA agree that:

(a) it is their intention to achieve the principal object in paragraph 3(j) of the Act, which is to
  respect and value the diversity of the workforce by helping to prevent and eliminate
  discrimination at their enterprise on the basis of race, colour, sex, sexual preference, age,
  physical or mental disability, marital status, family responsibilities, pregnancy, religion,
  political opinion, national extraction or social origin; and

(b) any dispute concerning these provisions and their operation will be progressed initially
  under the dispute resolution procedure in this AWA; and

(c) nothing in these provisions allows any treatment that would otherwise be prohibited by
  anti-discrimination provisions in applicable Commonwealth, State or Territory
  legislation; and

(d) nothing in these provisions prohibits any discriminatory conduct (or conduct having a
  discriminatory effect) that is based on the inherent requirements of a particular position.

8. PERFORMANCE MANAGEMENT

(a) Any future offer of casual work by the University to the Employee during the period of
  operation of this AWA will be subject to satisfactory performance.

(b) Where the Employee has worked for the University on a regular and systematic basis, he
  or she will be eligible to apply for positions advertised within the University for internal
  applicants only.

(c) Where the Casual Employee’s performance is considered to be unsatisfactory, the Casual
  Employee’s employment may be terminated in accordance with Clause 5(f).

9. SALARY RATES

(a) Casual general staff salary rates are paid on an hourly basis for work directed to be
  performed by the University and undertaken by the Employee.

(b) The hourly rate will be calculated by dividing the weekly rate appropriate to the
  Employee’s level and step and by the number of hours worked by an equivalent full-time
  employee in the same category.
(c) Casual general staff salary rates are set out in Appendix A. The salary rates include a casual loading payable in lieu of employment benefits which do not apply to casual general staff employees. The casual loading is 22 per cent of the base rate of pay until 31 December 2005 and 23 percent of the base rate of pay from 1 January 2006.

(d) Where the Employee has worked in excess of 7 hours on a day, he or she will be entitled to payment calculated at the base hourly rate plus:

(i) the applicable overtime penalty on the base rate of pay (overtime rates are set out in Appendix B); plus

(ii) the casual loading on the base rate of pay.

(e) The Employee will be paid on a fortnightly basis in accordance with the offer of employment and the salary rates prescribed in Appendix A.

(f) Where an offer of casual employment is made across an entire session, the Employee and the University may agree to equalise fortnightly salary payments over that period. Where such an arrangement is entered into and for whatever reason:

(i) an underpayment subsequently occurs, the University will pay to the Employee such monies as he or she is entitled to within 21 days of being notified of the underpayment; or

(ii) an overpayment subsequently occurs, the Employee will re-pay to the University a sum equal to the overpayment within 21 days of being notified of the overpayment, unless otherwise agreed to by the University.

10. SUPERANNUATION

(a) The Employee is eligible to receive a 3% employer superannuation contribution from the University to UniSuper if they work at least 100 hours in each half year ending 30 June and 31 December.

(b) If the Employee earns more than $450 in any calendar month, the University’s superannuation employer contribution rate will be increased to 9% of salary to meet the Superannuation Guarantee requirements.

11. DISPUTE SETTLING PROCEDURES

In relation to any matter that may be in dispute between the parties to this AWA (‘the matter’), the following provisions will apply to the exclusion of clause 35 of the Enterprise Agreement. The parties:

(a) will attempt to resolve the matter at the workplace level, including, but not limited to:

(i) the Employee and his or her supervisor meeting and conferring on the matter; and

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

(b) acknowledge the right of either party to appoint, in writing, another person to act on behalf of the party in relation to resolving the matter at the workplace level; and
(c) agree to allow either party to refer the matter to mediation if the matter cannot be resolved at the workplace level; and

(d) agree that if either party refers the matter to mediation, both parties will participate in the mediation process in good faith; and

(e) acknowledge the right of either party to appoint in writing, another person to act on behalf of the party in relation to the mediation process; and

(f) agree that during the time when the parties attempt to resolve the matter:

   (i) the parties continue to work in accordance with this AWA and their offer of employment unless the Employee has a reasonable concern about an imminent risk to his or her health or safety; and

   (ii) subject to relevant provisions of any state or territory occupational health and safety law, even if the Employee has a reasonable concern about an imminent risk to his or her health or safety, the Employee must not unreasonably fail to comply with a direction by the University to perform other available work, whether at the same workplace or another workplace, that is safe and appropriate for the Employee to perform; and

   (iii) the parties must cooperate to ensure that the dispute resolution procedures are carried out as quickly as is reasonably possible; and

(g) agree not to commence an action:

   (i) to obtain a penalty under section 17OVV of the Act; or

   (ii) to obtain damages for breaches of an AWA; or

   (iii) to enforce a provision of the AWA or Part VID of the Act (other than an action to enforce section 17OVU of the Act); unless:

   (iv) the party initiating the action has genuinely attempted to resolve the dispute at the workplace level; and

   (v) either:

      (a) a period of 7 days has expired from the date when the party initiating the action gave notice that mediation is not requested; or

      (b) mediation was requested by either party and that mediation has been completed.

12. NO FURTHER CLAIMS

The Employee and the University each agree that this AWA is intended to cover all matters pertaining to wages and conditions within the subject matters dealt with in the AWA and that there will be no further claims arising out of or in relation to the employment or the terms and conditions set out in this AWA during the nominal term of this AWA.
APPENDIX A - UNIVERSITY COLLEGE CASUAL GENERAL STAFF SALARY RATES

FFPPP means First Full Pay Period Post

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Figures may be subject to rounding errors
APPENDIX B – OVERTIME RATES

(a) **Monday to Saturday**: one and a half times the hourly rate for the first 3 hours each day and double time thereafter; or

(b) **Sunday**: double the hourly rate; or

(c) **Public/University Holiday**: two and a half times the hourly rate.
SIGNATURES OF THE PARTIES

Australian Workplace Agreement made under the Workplace Relations Act 1996 between:

| University College, The University of New South Wales,  
| Australian Defence Force Academy  
| Canberra ACT 2600 |

and

(Name of employee)

**Signatures:**

**FOR THE UNIVERSITY:**

Name in full (printed): ........................................................................................................

Signature: ............................................ Date: ........................................

Position: .........................................................................................................................

Witnessed By:

Name in full (printed): ........................................................................................................

Signature: ......................................................................................................................

**FOR THE EMPLOYEE:**

Name in full (printed): ........................................................................................................

Address: ...........................................................................................................................

I declare that I have received:

- a copy of the Explanatory Notes to this Agreement. A copy is available at [http://www.hr.unsw.edu.au/industrial/ADFA_AWAcasualgeneralEN.pdf](http://www.hr.unsw.edu.au/industrial/ADFA_AWAcasualgeneralEN.pdf)
- a copy of the Agreement at least the required number of days before signing it.

Note: The required number of days is five (5) for a new employee and fourteen (14) for an existing employee. You are a new employee if you are signing the AWA before, or at the time of commencing employment at UNSW, whereas you are an existing employee if you are signing the AWA after commencing employment at UNSW.

Signature: ............................................ Date: ........................................

Witnessed By:

Name in full (printed): ........................................................................................................

Signature: ......................................................................................................................