THE UNIVERSITY OF NEW SOUTH WALES

AUSTRALIAN WORKPLACE AGREEMENT

Casual General Staff

UNSW SYDNEY 2052 AUSTRALIA
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AUSTRALIAN WORKPLACE AGREEMENT

1. PARTIES
This Australian Workplace Agreement applies to and is binding upon:

(a) The University of New South Wales (‘the University’), and
(b) The Casual Employee whose name and address appear on the Signatures page to this Australian Workplace Agreement (‘the Casual Employee’).

2. INTERPRETATIONS AND DEFINITIONS

2.1 References to Office Holders
In this AWA a reference to a particular officer or to the holder of a particular office includes a reference to the person for the time being occupying or acting in the office concerned or to a nominee of the office holder.

2.2 Definitions
‘AWA’ means this Australian Workplace Agreement.
‘parties’ means the University and the Casual Employee subject to this AWA.
‘the University’ means the University of New South Wales as the Employer.

2.3 Representation
The Casual Employee may be assisted or represented by a bargaining agent or a person of their choice in relation to a matter arising under this AWA.

3. PERIOD OF OPERATION AND APPLICATION

(a) This AWA will take effect from the date of its lodgement with the Employment Advocate. The AWA has a nominal expiry date of 31 March 2009 unless otherwise terminated in accordance with this AWA.

(b) After the AWA’s nominal expiry date, the AWA will continue in force until such time as either party gives 21 days’ written notice of termination to the other and files a termination notice with the Employment Advocate in accordance with the Act.

(c) 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 Casual 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 Casual Employee and the Casual 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.
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. RELATIONSHIP WITH OTHER INDUSTRIAL INSTRUMENTS

(a) This AWA shall be read in conjunction with the Casual 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 Casual Employee.

(b) Other than the offer of employment referred to in clause 5(a) above, this AWA determines the Casual Employee’s terms and conditions of employment, and supersedes and overrides all other employment contracts or employment agreements that the Casual Employee may have with the University prior to the execution of this AWA.

(c) This AWA will prevail over the terms of any agreement which would otherwise apply to the Casual Employee, including any agreement which comes into operation after the commencement of this AWA.

(d) This AWA will operate to the exclusion of any State or Federal Award including all protected award conditions as that term is defined by section 354 of the Act.

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

6. RELATIONSHIP WITH UNIVERSITY POLICIES AND PROCEDURES

(a) The Casual Employee is required to comply with all policies, procedures and codes set by the University which apply to the Casual Employee’s employment and as varied from time to time. The Casual 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 Casual 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 Casual Employee's conditions of employment will be automatically binding on the Casual Employee.

(b) In particular, the Casual Employee will be familiar with the following policies of the University:

(i) UNSW Code of Conduct (http://www.hr.unsw.edu.au/employee/codecond.html)
(ii) Conflict of Interest Policy (http://www.hr.unsw.edu.au/employee/conflict.html)
(v) Email Policy (http://www.its.unsw.edu.au/policies/policies_home.html)
(vi) Equity and Diversity policies relevant to their employment with UNSW (http://www.policy.unsw.edu.au/policy/equity.htm)
(vii) Occupational Health and Safety policies relevant to their employment with UNSW (http://www.hr.unsw.edu.au/ohswc/ohs/ohs_policies.html)

(c) Copies of other relevant policies, procedures and codes are available on the UNSW website at http://www.unsw.edu.au or directly from the Casual Employee’s supervisor.
7. CONDITIONS OF EMPLOYMENT

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

(b) The Employment of the Casual Employee may be terminated by the giving of one (1) hour’s notice by either the Casual Employee or the University. On termination of employment the Casual Employee must return to the University all property of the University including, but not limited to, all books, documents, papers, credit cards, cars and keys held by the Casual Employee or under the Casual Employee’s control.

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

8. SALARY RATES AND INCREASES

(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 Casual Employee. The Casual Employee’s “Employment of Casual Staff” Form (SAL11) will specify the appropriate salary rate applicable to the Casual Employee. The Casual Employee’s salary rate includes a 23 per cent casual loading payable in lieu of employment benefits which do not apply to casual general staff.

(b) The Casual Employee will be paid on a fortnightly basis in accordance with the offer of employment.

(c) This AWA provides for salary increases of:

(i) 2.5% from the first full pay period after 1 December 2006;
(ii) 2.5% from the first full pay period after 1 June 2007;
(iii) 2.5% from the first full pay period after 1 December 2007;
(iv) 2.5% from the first full pay period after 1 June 2008;
(v) 2.5% from the first full pay period after 1 December 2008.

(d) A casual employee who works in excess of 10 hours on any day is entitled to overtime payment calculated at:

(i) the base hourly rate; plus
(ii) the applicable overtime penalty rate on the base hourly rate; plus
(iii) the casual loading applicable to the base hourly rate.

(e) A casual employee who is engaged to perform shift work is entitled to payment calculated at:

(i) the base hourly rate; plus
(ii) the applicable shift loading; plus
(iii) the casual loading applicable to the base hourly rate

for each rostered shift.

(f) The applicable overtime penalty rate referred to in subclause 8(d) and the applicable shift loading referred to in subclause 8(e), will be the rates applicable to a full-time general staff employee of the University.
9. SUPERANNUATION

(a) The University will make the following employer superannuation contributions:

(ii) 9% of ordinary time earnings where the Casual Employee’s wages are $450 or more per calendar month; or

(iii) 3% of ordinary time earnings where the Casual Employee earns less than $450 per calendar month but more than $2,135 in either of the six month periods between 1 January and 30 June or 1 July and 31 December each year.

(c) Superannuation contributions made pursuant to clause 9(a) above will be made to UniSuper or to another fund nominated by the Casual Employee.

10. EQUALISATION OF SALARY

Where an offer of casual employment is made across an entire session, the Casual 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 Casual 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 Casual 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.

11. PERFORMANCE MANAGEMENT

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

(b) Where the Casual 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 7(b).

12. CASUAL CONVERSION PROCESS

(a) A casual employee is eligible to apply for conversion to continuing or fixed-term employment, as appropriate, in the following circumstances:

(i) if the casual employee has been employed by the University on a regular and systematic basis in the same or a similar and identically classified position in the same workplace/work unit;

(ii) the period of employment referred to in subclause 12(a)(i) was during the immediately preceding period of at least twelve (12) months; and
(iii) the average weekly hours worked during the period referred to in subclause 12(a)(ii) equalled at least 70% of the ordinary weekly hours that would have been worked by an equivalent full-time employee.

(b) For the purposes of this subclause casual work performed by the Casual Employee in another classification, job or workplace/work unit shall not:

(i) affect the Casual Employee's eligibility for conversion; nor

(ii) be included in determining whether the Casual Employee meets eligibility requirements.

(c) Conversion to continuing or fixed-term employment will not occur in the following circumstances except at the discretion of the University:

(i) the position is one set aside specifically for students;

(ii) the Casual Employee is a genuine retiree;

(iii) the Casual Employee is performing work which will either cease to be required or will be performed by a continuing or fixed-term employee, within twenty six (26) weeks from the date on which the application of conversion is made;

(iv) the Casual Employee has a primary occupation with the University or elsewhere, either as a staff member or as a self-employed person;

(v) the Casual Employee does not meet the essential requirements of the position; or

(vi) the work subject to the application for conversion is ad hoc, intermittent, unpredictable or involves hours that are irregular.

(d) The University will determine whether the Casual Employee's employment will be converted to continuing or fixed-term employment.

13. LEAVE CONDITIONS

The casual loading referred to in clause 8(a) compensates the Casual Employee for all leave other than that set out in this clause.

(a) A casual employee will be eligible for long service leave as provided for in the New South Wales Long Service Leave Act, 1955, as amended.

(b) A casual employee who is pregnant will be entitled to 14 weeks maternity leave on full pay and 38 weeks unpaid maternity leave provided that:

(i) she has been employed by the University on a regular and systematic basis for a continuous period of at least 24 months, including breaks in service not exceeding 4 months, immediately prior to the pregnancy; and

(ii) she has not accessed paid maternity leave from any other employer for the pregnancy.

All other casual employees employed on a regular and systematic basis for several periods of employment or on a regular and systematic basis for an ongoing period of employment during a period of at least 12 months, and has a reasonable expectation of ongoing employment, will be entitled to take up to 52 weeks unpaid leave.
14. DISPUTE SETTLING PROCEDURES

In relation to any dispute between the parties to this AWA about a matter relating to the application of this AWA (‘the matter’), the following provisions will apply. The parties to the dispute:

(a) will attempt to resolve the matter at the workplace level, including, but not limited to:
   (i) the Casual Employee and the 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 it cannot be resolved at the workplace level; and

(d) agree that if either party refers the matter to mediation in accordance with clause 14(c) above, 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 the contract of employment unless the Casual 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 Casual Employee has a reasonable concern about an imminent risk to his or her health or safety, the Casual 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 Casual 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 the Act; or

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

(iii) to enforce a provision of the AWA or the Act (other than an action to enforce Part 9 of the Act); unless:

A. the party initiating the action has genuinely attempted to resolve the dispute at the workplace level; and

B. either:
   - a period of 7 days has expired from the date when the party initiating the action gave notice that mediation is not requested; or
   - mediation was requested by either party and that mediation has been completed.

15. VARIATION TO THE AWA

(a) If any provision of this AWA is declared or determined to be illegal or invalid by final determination of any court or tribunal of competent jurisdiction, the validity of the remaining parts, terms or provisions of this AWA will not be affected, and the illegal or invalid part, term or provision will be deemed not to be part of this AWA.

(b) Other than as provided for in clause 15(a) above this AWA may only be altered with the written agreement of each party.

16. NO FURTHER CLAIMS

The Casual 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.
SIGNATURES OF THE PARTIES

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

The University of New South Wales  
Attention: Director Human Resources  
Chancellery Building  
UNSW Sydney 2052

and

Name of the Employee: ……………………………………………………………………………
Address: ……………………………………………………………………………

SIGNED FOR THE UNIVERSITY:

Name in full (printed): ……………………………………………………………………………
Signature: ………………………………………….. Date: …………………
Position: ……………………………………………………………………………
Witnessed By:
Name in full (printed): ……………………………………………………………………………
Address: ……………………………………………………………………………
Signature: ……………………………………………………………………………

SIGNED BY THE EMPLOYEE:

I accept this AWA and the employment and declare that I received at least 7 days prior to signing this AWA:
- a copy of the AWA

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

Witnessed By:
Name in full (printed): ……………………………………………………………………………
Address: ……………………………………………………………………………
Signature: ……………………………………………………………………………