

# AUSTRALIAN WORKPLACE AGREEMENT

Full-time, continuing, new or existing full-time employee

This agreement is an Australian Workplace Agreement (**AWA**) made pursuant to the *Workplace Relations Act 1996* (Cth)

BETWEEN

**BOND UNIVERSITY LIMITED**  
(ACN 010 694 121)

(the **Employer**)

**AND**

**[EMPLOYEE]**

(the **Employee**)

We are pleased to offer you this AWA on [date]. This AWA contains the terms and conditions of your employment at Bond University.

We **enclose** with this AWA a copy of an Information Statement. Over the next seven (7) days you should carefully read the terms of this AWA and the Information Statement and decide whether you wish to sign the AWA. If you have any questions, please contact Eddie Nicolson, Bond University – Human Resources.

If, after the seven (7) day period has expired, you decide to accept this AWA, please sign and return it to Eddie Nicolson, Bond University – Human Resources. You should not sign the AWA before the seven (7) days has expired.

You are, first and foremost, an employee of Bond University and although this AWA offers you a position within a section of Bond University, it is a fundamental requirement of your position that the best interests of Bond University must be your priority at all times.

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## 1. EFFECT OF THIS AWA

- 1.1 This AWA is binding upon the Employer and the Employee and shall take effect on the day that it is lodged with the OEA (**Date of Effect**).
- 1.2 This AWA will expire five (5) years from the Date of Effect. When this AWA expires, the terms of this AWA will continue to apply until it is terminated in accordance with the Act.
- 1.3 Subject to the operation of the Act, this AWA:
- (a) operates to the exclusion of any award, agreement or other instrument which has previously covered the employment of the Employee (including the unregistered 1990 Industrial Agreement between Bond University Services Pty Ltd and the Bond University Academic Staff Association);
  - (b) supersedes the conditions of employment contained in Queensland legislation (including regulations) in relation to the Employee; and
  - (c) specifically excludes all Protected Notional Conditions that apply to the Employee.
- 1.4 Subject to the requirements of the Act, the parties may at any time by agreement in writing vary or terminate this AWA.
- 1.5 If this AWA is terminated by either party or by operation of law, then until the Parties enter into a further AWA, industrial instrument or contract of employment which governs the Employee's employment, the terms of this AWA will take effect, so far as they are capable of taking effect as contractual terms, as a contract of employment between the Employer and the Employee.

## 2. DEFINITIONS

- 2.1 In this AWA:

**Acceptable Alternative Employment** means employment in a role for which the Employee is qualified by his or her training and experience, and which provides for terms and conditions of employment which, overall, are no less favourable.

**Act** means *Workplace Relations Act 1996* (Cth) (as amended or replaced from time to time).

**AWA** means this Australian Workplace Agreement and its annexures.

**Base Salary** is defined in clause 8.3.

**Bond University** means the university of that name established by the *Bond University Act 1987* (Qld) (as amended or replaced from time to time).

**Carer's Leave** has the meaning given to it in the Act.

**Compassionate Leave** has the meaning given to it in the Act.

**Confidential Information** means all information (including but not limited to trade secrets and confidential know how) relating to the Employer or any related or associated entity, whether or not in material form, of which the Employee becomes aware or generates in the course of or in connection with the Employee's employment.

**Date of Effect** is defined in clause 1.1.

**Day of Placement** has the meaning given to it in the Act.

**Eligible Child** has the meaning given to it in the Act.

**Employer Plan** is defined in clause 11.1.

**Immediate Family** has the meaning given to it in the Act.

**Improvements** means all inventions, improvements or discoveries conceived by the Employee during the employment and which are related or are in any way connected with the current or future proposed activities of the Employer or any related or associated entity.

**Long Adoption Leave** has the meaning given to it in the Act.

**Long Paternity Leave** has the meaning given to it in the Act.

**Nominal Hours Worked** has the meaning given to it in the Act.

**OEA** means the Office of the Employment Advocate.

**Ordinary Maternity Leave** has the meaning given to it in the Act.

**Parental Leave** includes all types of maternity leave, paternity leave and adoption leave.

**Personal/Carer's Leave** has the meaning given to it in the Act.

**Position** is defined in clause 3.1.

**Primary Care-Giver** has the meaning given to it in the Act.

**Protected Notional Conditions** has the meaning given to it in the Act.

**Public Holiday** has the meaning given to it in Part 12, Division 2 of the Act.

**Redundancy** is defined in clause 21.1.

**Short Adoption Leave** has the meaning given to it in the Act.

**Short Paternity Leave** has the meaning given to it in the Act.

### **3. POSITION**

- 3.1 Subject to clause 3.4, the Employee's position is [position title] (the **Position**), or such other position agreed between the Employee and the Employer from time to time.
- 3.2 The Employee's employment is a full-time continuing appointment.
- 3.3 The Employee will perform those duties reasonably directed by the Employer from time to time.
- 3.4 The Employer may vary the Position by adding or subtracting particular requirements of the Position at any time as long as it does not (without the Employee's consent) substantially change the nature of the Position or require the Employee to do things which are beyond his or her competence.
- 3.5 In discharging the requirements of the Position, the Employee must:
- (a) follow lawful instructions and directions given to the Employee in good faith by or on behalf of the Employer from time to time;
  - (b) conduct himself or herself at all times in a professional manner and take no action which damages or is likely to damage the reputation of the Employer or Bond University;
  - (c) act in good faith in relation to the Employer's business and Bond University at all times;
  - (d) perform the Employee's duties to the best of the Employee's abilities, knowledge and skill; and
  - (e) devote substantially the whole of the Employee's time to the requirements of the Position during the Employee's working hours.
- 3.6 Without limiting clause 3.5, the Employee must:
- (a) assist in the training of other employees as required by the Employer from time to time; and
  - (b) undertake training courses in relation to enhancing or broadening the Employee's work skills as reasonably required by the Employer from time to time.

### **4. HOURS OF WORK AND TEACHING**

- 4.1 The Employee's ordinary hours of work are 37.5 hours per week worked between the hours of 8:00am and 8:00pm, Monday to Friday. The Employee's ordinary hours of work may be averaged over a 12 month period.
- 4.2 The Employee may also separately be required to work reasonable additional hours. The Employee is required to work reasonable additional hours only if a request is made in writing by the Dean. The requirement to work reasonable additional hours has been taken into account when determining the Employee's remuneration and payment for those additional hours is included in and satisfied by the Employee's remuneration.
- 4.3 The Employee must teach in accordance with the Employee's agreed position description and the Dean's reasonable requirements from time to time.
- 4.4 The Employee must be available at the Bond University campus for teaching and other duties at such times as are reasonably required in order to carry out the requirements of his or her role. For employees employed in a teaching role, this will ordinarily require a minimum of 30 hours per week present on campus during Semester.
- 4.5 The Employee must comply with the performance criteria and standards for teaching set out in Bond University and Faculty policies and procedures (as amended or replaced from time to time).

## 5. **RESEARCH SEMESTER**

- 5.1 The Employee [may/will] be entitled to a research semester in accordance with Bond University and Faculty policies and procedures (as amended or replaced from time to time).

[NB: Change clause when required for Teaching Fellows].

## 6. **RESEARCH**

- 6.1 Unless the Employee is employed in a teaching only position, the Employee must be research active and carry out research relevant to the Position and, where relevant, in accordance with the Employee's agreed position description..
- 6.2 If, during the course of the Employee's employment, the Employee gives addresses or delivers papers or develops research or other projects, the Employee must:
- (a) acknowledge the Employee's association with and support from Bond University;
  - (b) include appropriate acknowledgements in, for example, any advertising, footnotes or public announcements, as a condition of participation.
- 6.3 The Employee will comply with the Bond University intellectual property policy (as amended or replaced from time to time).
- 6.4 If the Employee is employed at any time during the operation of this AWA in a research only position, the scope, nature and outcome of the research to be undertaken will be determined in writing at the commencement of that position.

- 6.5 The Employee must comply with the performance criteria and standards for research and scholarship set out in Bond University and Faculty policies and procedures (as amended or replaced from time to time).

## 7. SERVICE & ADMINISTRATION

- 7.1 The Employee must contribute in the form of administration and/or service to the Faculty and Bond University, including but not limited to those areas identified in Bond University and Faculty policies and procedures (as amended or replaced from time to time) and in accordance with the Employee's agreed position description.
- 7.2 The scope of the Employees' contribution will be agreed in conjunction with the signing of this AWA and thereafter at the annual Performance Development Review.

## 8. SALARY

- 8.1 The classifications and minimum base salary rates for full-time, continuing academic staff are set out in **Annexure A** to this AWA.
- 8.2 The Employee is classified as [title] and Level [insert]. The base salary for an employee of that classification is [insert].
- 8.3 The Employee's base salary is [insert amount] per annum (**Base Salary**), which includes a loading of [insert any loading payable as a %].
- 8.4 The Employee's Base Salary will be paid by direct credit to the Employee's nominated bank account on or about the 15th day of each month on the basis of one half month's salary in arrears and one half month's salary in advance. Pay-slips will be provided to the Employee electronically.
- 8.5 The Employee's Base Salary will increase:
- (a) on 1 January 2008, by CPI (defined as the All Groups percentage change of the weighted average of eight (8) capital cities as at the end of the June Quarter 2007) or 3% whichever is the greater; and
  - (b) on 1 January 2009, by CPI (defined as the All Groups percentage change of the weighted average of eight (8) capital cities as at the end of the June Quarter 2008) or 3% whichever is the greater.
- 8.6 In addition to the Base Salary, the Employee will be paid a [insert any other loading payable as a flat dollar rate].
- 8.7 At the time of the Professional Development Review in 2008, in addition to the Base Salary the Employee will be eligible for consideration of whether performance 'well exceeds expectations'. If so, a bonus of up to 5.0% of the base salary for the Employee's classification (i.e. without any loading) may be payable, at the absolute discretion of the Faculty Dean.
- 8.8 At the time of the Professional Development Review in 2009, in addition to the Base Salary the Employee will be eligible for consideration of whether performance 'well

exceeds expectations'. If so, a bonus of up to 7.5% of the base salary for the Employee's classification (i.e. without any loading) may be payable, at the absolute discretion of the Faculty Dean.

- 8.9 At the time of the Professional Development Review in 2010, in addition to the Base Salary the Employee will be eligible for consideration of whether performance 'well exceeds expectations'. If so, a bonus of up to 10.0% of the base salary for the Employee's classification (i.e. without any loading) may be payable, at the absolute discretion of the Faculty Dean.

## **9. PERFORMANCE DEVELOPMENT REVIEW**

- 9.1 The Employer's assessment of the Employee will be undertaken at an annual performance development review. At the performance development review:
- (a) the Employee and the Employer will seek to achieve a consensus on the extent to which the Employee's performance has met the objectives for the previous 12 months and will set objectives for the next 12 months;
  - (b) the Employee and Employer may discuss salary levels, however the review will not necessarily result in a salary increase, which is at the Employer's absolute discretion; and
  - (c) the Employee and the Employer may discuss (where applicable):
    - (i) undergraduate teaching and student performance;
    - (ii) postgraduate teaching and student performance;
    - (iii) papers, presentations, short courses and seminars;
    - (iv) research and scholarship;
    - (v) consulting;
    - (vi) professional or community service;
    - (vii) university service, development and marketing activities;
    - (viii) administrative and management duties;
    - (ix) annual leave planning; and
    - (x) any other matters considered relevant by the Employee or the Employer.
- 9.2 The Employer will utilise a standard assessment method for each Faculty to obtain the input of students on the Employee's teaching performance, which will be the subject of

on-going consultation through the Teaching & Learning Committee of the Bond University Academic Senate.

- 9.3 Promotion shall take place in accordance with Bond University and Faculty policies and procedures (as amended or replaced from time to time).

## **10. SALARY PACKAGING**

- 10.1 If eligible, the Employee may salary package in accordance with relevant taxation legislation and Bond University policies and procedures (as amended or replaced from time to time). The Employer and the Employee agree that this may result in an amount of the Employee's Base Salary being sacrificed into other benefits.

## **11. SUPERANNUATION CONTRIBUTIONS**

- 11.1 Superannuation contributions made by the Employer pursuant to this clause will made to a fund (Fund) which will be the BT Funds Management Ltd, BT Lifetime Super - Employer Plan (Employer Plan) or, if the Employee elects in writing, an alternative complying superannuation fund.
- 11.2 The Employer will make Superannuation Guarantee Contributions (SGC) to the Fund for the Employee at times and at the rate required to avoid the imposition of a superannuation guarantee charge under the applicable legislation (9% of Base Salary at the date of this AWA).
- 11.3 Subject to the terms of any applicable University policy or legislation, the Employer will make additional contributions to the Fund for the Employee such that the total contribution made under this AWA is 17.5% of the Employee's Base Salary for any period when a contribution is required by clause 11.2.
- 11.4 The Employee will only be eligible to be a member of the Employer Plan while employed by the Employer.
- 11.5 The Employee may be entitled to apply for death cover and/or salary continuance insurance cover (within the Employer Plan or under a separate insurance policy maintained or facilitated by Bond University from time to time) on the terms that cover is provided from time to time by the relevant insurer. The availability of those benefits and the terms applicable to them may depend on decisions made by the relevant insurer or trustee from time to time, and the Employer assumes no obligation of any kind to the Employee in connection with the provision of insurance pursuant to this sub-clause.

## **12. ANNUAL LEAVE**

- 12.1 The Employee is entitled to four weeks' paid annual leave per year, which will accrue and be dealt with in accordance with the Act.
- 12.2 Annual leave will be paid at the Employee's Base Salary rate at the time the leave is taken.

- 12.3 The Employee is expected and required to take the entirety of the Employee's accrued leave each year, and, to facilitate this requirement:
- (a) unless an alternative arrangement is authorised by the Dean in writing, the Employee will be required to and be deemed to have taken annual leave, to the extent of any accrual, during each semester break and in the week prior to orientation week;
  - (b) if the Employee commences a research semester with an accrual of annual leave, the Employee will be deemed to take annual leave commencing on the first day of the semester until the accrual is exhausted.

### **13. PERSONAL/CARER'S LEAVE**

- 13.1 Subject to this clause 13, for each completed four (4) week period of continuous service with the Employer, the Employee is entitled to paid Personal/Carer's Leave of 1/26 of the number of Nominal Hours Worked during that four (4) week period.
- 13.2 If the Employee takes paid Personal/Carer's Leave, the Employer will pay the Employee the Employee's Base Salary rate for the period of leave, plus any other amount that the Employee would reasonably have expected to be paid by the Employer if the Employee had worked during the period of leave.
- 13.3 If the Employee has any accrued but untaken paid Personal/Carer's Leave, it will accumulate from year to year. However:
- (a) the Employee is not entitled to take paid Carer's Leave at a particular time if, during the period of 12 months ending at that time, the Employee has already taken a total amount of paid Carer's Leave of 1/26 of the Nominal Hours Worked by the Employee for the Employer during that period; and
  - (b) accrued but untaken Personal/Carer's Leave will not be paid out upon termination of the Employee's employment.
- 13.4 The Employee is also entitled to unpaid Carer's Leave in accordance with the Act.
- 13.5 The Employee's entitlements to paid Personal/Carer's Leave and unpaid Carer's Leave are subject to the notice and evidence requirements set out in the Act.

### **14. LONG SERVICE LEAVE**

- 14.1 When the Employee has completed 10 years of continuous service, the Employee is entitled to 13 weeks paid long service leave. Thereafter, the Employee will continue to accrue long service leave on a pro-rata basis.
- 14.2 Long service leave will be paid at the Employee's Base Salary rate at the time the leave is paid.
- 14.3 If the Employee takes long service leave the Employee is entitled to an extension of that leave or to leave in lieu because of a Public Holiday that occurs during the period of leave.

- 14.4 The Employee is eligible for pro-rata long service leave at the completion of seven (7) years continuous service upon termination of the Employee's employment, other than termination without notice in accordance with clause 20.3 of this AWA.
- 14.5 The timing of long service leave is subject to the written approval of the Dean.
- 14.6 The Employer may at any time direct the Employee to take a period of long service leave by giving the Employee at least three (3) months' written notice.
- 14.7 Subject to written approval of the Employer, the Employee may take a maximum of 50% of the Employee's accrued long service leave entitlement as a lump sum payment. The remainder of the entitlement must be taken as leave.
- 14.8 In calculating the Employee's research semester entitlements (if any) a period taken as long service leave will not constitute a teaching semester or a research semester (or part thereof).

## **15. PARENTAL LEAVE**

- 15.1 Subject to this clause, unpaid Parental Leave is in accordance with and subject to the terms and conditions set out in the Act. The Employee may also be entitled to paid Parental Leave as set out in this clause.
- 15.2 Subject to clauses 15.3, 15.4 and 15.5, after 12 months continuous service with the Employer, an eligible employee taking:
- (a) maternity leave - will be entitled to a single unbroken period of up to 12 weeks paid leave, plus leave without pay in accordance with the Act, with the total period of leave (including any related authorised leave as defined in section 266 of the Act) not to exceed an aggregate of 12 months.
  - (b) paternity leave - will be entitled to a single unbroken period of up to two (2) weeks paid leave starting at the time of the birth of the child, plus Long Paternity Leave without pay in accordance with and subject to the Act, with the total period of leave (including any related authorised leave as defined in section 283 of the Act) not to exceed an aggregate of 12 months. c
  - (c) adoption leave – will be entitled to a single unbroken period of:
    - (i) up to two (2) weeks paid leave starting on the Day of Placement of an Eligible Child; and
    - (ii) if the Employee is the Primary Care-Giver, up to a further four (4) weeks paid leave immediately following the leave in subclause 15.2 (c)(i),

plus Long Adoption Leave without pay in accordance with and subject to the Act, with the total period of leave (including any related authorised leave as defined in section 301 of the Act) not to exceed an aggregate of 12 months.

- 15.3 If the Employee takes paid paternity or paid adoption leave in accordance with subclause 15.2(b) or 15.2(c)(i) and (ii), that satisfies the Employer's obligation to provide Short Paternity Leave or Short Adoption Leave as required by the Act. If the Employee takes paid adoption leave in accordance with subclause 15.2(c)(i):
- (a) that partially satisfies the Employer's obligation to provide Short Adoption Leave as required by the Act; and
  - (b) the Employee may take a further one (1) week of unpaid Short Adoption Leave immediately following the leave in subclause 15.2(c)(i), in accordance with and subject to the Act.
- 15.4 The Employee's entitlement (if any) to paid Parental Leave is subject to the same terms and conditions which apply to unpaid Parental Leave under the Act, including that the Employee must comply with:
- (a) for maternity leave – the documentation requirements for Ordinary Maternity Leave under Part 7, Division 6, Subdivision C of the Act.
  - (b) for paternity leave – the documentation requirements for Short Paternity Leave under Part 7, Division 6, Subdivision F of the Act.
  - (c) for adoption leave – the documentation requirements for Long Adoption Leave under Part 7, Division 6, Subdivision I of the Act.
- 15.5 Parental Leave is to be available to only one (1) parent at a time except that both parents may simultaneously access the leave in the following circumstances:
- (a) for maternity and paternity leave, an unbroken period of two (2) weeks at the time of the birth of the child; and
  - (b) for adoption leave, an unbroken period of up to three (3) weeks starting on the Day of Placement of an Eligible Child.
- 15.6 Paid Parental Leave will be paid at the Employee's Base Salary rate at the time the leave is taken.
- 15.7 In calculating the Employee's research semester entitlements (if any) a period taken as Parental Leave will not constitute a teaching semester or a research semester (or part thereof).
- 16. COMPASSIONATE LEAVE**
- 16.1 Subject to this clause 16, the Employee is entitled to a period of two (2) days of paid Compassionate Leave for each occasion when a member of the Employee's Immediate Family or a member of the Employee's household:
- (a) contracts or develops a personal illness that poses a serious threat to his or her life; or
  - (b) sustains a personal injury that poses a serious threat to his or her life;

- (c) dies.
- 16.2 The Employee's entitlement to paid Compassionate Leave under clauses 16.1 and 16.5 is subject to the Employee providing to the Employer any evidence that the Employer reasonably requires of the illness, injury or death.
- 16.3 If the Employee is entitled to a period of paid Compassionate Leave under clause 16.1, the Employee is entitled to take the leave as:
- (a) a single unbroken period of two (2) days;
  - (b) two (2) separate periods of one (1) day each; or
  - (c) any separate periods to which the Employee and the Employer agree.
- 16.4 If the Employee is entitled to a period of paid Compassionate Leave under clause 16.1 because a member of the Employee's Immediate Family or a member of the Employee's household has contracted or developed a personal illness, or sustained a personal injury, the Employee is entitled to start to take the leave at any time while the illness or injury persists.
- 16.5 The Employee is entitled to a further one (1) day of paid Compassionate Leave on the death of a member of the Employee's Immediate Family that occurs outside Australia and requires the Employee to travel outside Australia.
- 16.6 If the Employee takes paid Compassionate Leave, the Employer will pay the Employee the Employee's Base Salary rate for the period of leave, plus any other amount that the Employee would reasonably have expected to be paid by the Employer if the Employee had worked during the period of leave.

## **17. PUBLIC HOLIDAYS**

- 17.1 If the Employee is required to work on a Public Holiday, the Employee will be entitled to time off in lieu for the time worked, which must be taken within the following four (4) months at a time agreed between the Employee and the Employer.

## **18. MEDICAL EXAMINATION**

- 18.1 The Employee may be required by the Employer to undergo medical examinations for the following purposes:
- (a) to determine (either before employment commences or after employment commences) whether the Employee has any injury or illness which prevents the Employee from carrying out any of the Employee's required duties or has the capacity to perform the inherent requirements of the Position;
  - (b) to determine whether the Employee is medically fit to undertake any additional duties which the Employer may require the Employee to undertake.
- 18.2 The Employer will meet all expenses associated with any medical examination and, if the Employee is required to undergo a medical examination:

- (a) the Employer will own any medical report produced as a result of that medical examination but not any pre-existing reports or information considered for the purposes of providing the report;
- (b) the Employee will be entitled to access to the report; and
- (c) the Employer will maintain the confidentiality of the report.

## **19. WORK PERFORMANCE**

- 19.1 Performance management is the process undertaken by the Employer to ensure a positive and productive environment for all staff, students and visitors, including the Employee. This is achieved by ensuring that all staff, including the Employee, have a clear understanding of role expectations and promptly and fairly recognise, address and correct inappropriate behaviour or performance.
- 19.2 To enable the Employer to apply equity and fairness to all employees affected by others' performance or behaviour, disciplinary action may be necessary where performance or behaviour of the Employee falls short of expectation, or a breach of Bond University policy is identified.
- 19.3 Performance management and corrective action for poor performance is outlined in Bond University's policy on performance management (as amended or replaced from time to time).

## **20. TERMINATION OF EMPLOYMENT**

- 20.1 The Employee may resign from the Employee's employment at any time by giving six months written notice. The Employer and the Employee may agree to a shorter period of notice. The Employer may pay the Employee in lieu of any part of this notice at the Employee's Base Salary Rate as at the date of the resignation.
- 20.2 Subject to clause 20.3, the Employer may terminate the Employee's employment at any time by giving six months notice or payment in lieu of notice at the Employee's Base Salary Rate as at the date of termination.
- 20.3 The University may only exercise its rights under clause 20.2 if:
  - (a) the Vice-Chancellor has concluded, after receiving advice from the relevant Dean or Director, that the Employee's performance or conduct does not meet standards reasonably required by the University; or
  - (b) the Employee's position is Redundant within the meaning of clause 21.1 of this AWA (in which case the notice period in clause 21.2 applies instead of the notice period in clause 20.2) or otherwise for genuine operational reasons.
- 20.4 Notwithstanding any other provision of this AWA, the Employer may terminate the Employee's employment without notice if:
  - (a) the Employee engages in serious misconduct; or

- (b) the Employee becomes incapable of performing the duties of his or her Position, whether as a result of illness or injury or any other reason.

20.5 In any situation where termination of employment is contemplated, the Employer agrees to take reasonable steps to ensure the Employee is treated fairly and is afforded procedural fairness. However any failure by the Employer to do so will not render any dismissal ineffective or amount to a breach of this AWA.

## 21. REDUNDANCY

21.1 Redundancy occurs where the Employer has made a definite decision that the Employer no longer wishes the job the Employee has been doing to be done by anyone, and this is not due to the ordinary and customary turnover of labour.

21.2 Subject to clauses 21.3, 21.4 and 21.5, if the Employee's employment is terminated because of redundancy, the Employee will be given six (6) weeks' notice or payment in lieu of notice at the Employee's Base Salary rate (as at the date of termination) and will be paid a severance payment calculated as follows:

### Voluntary redundancy

Six (6) Months' Pay

### Compulsory redundancy

Period of continuous service	Payment
Less than seven (7) years	Six (6) Months' Pay
More than seven (7) years but not more than 10 years	Seven (7) Months' Pay
More than 10 years but not more than 12 years	Eight (8) Months' Pay
More than 13 years but not more than 15 years	Nine (9) Months' Pay
More than 15 years but not more than 18 years	10 Months' Pay
More than 18 years	12 Months' Pay

In this clause 21, Months' Pay means the Employee's Base Salary, excluding any loadings and excluding overtime, penalty rates, allowances, bonuses, commissions or other payments (if any).

21.3 A severance payment to the Employee under clause 21.2 will not exceed:

- (a) a maximum of 12 Months' Pay;
- (b) the amount which the Employee would have earned if the Employee's employment had proceeded to the Employee's normal retirement date.

- 21.4 If the Employer obtains Acceptable Alternative Employment for the Employee and the Employee accepts the employment:
- (a) a redundancy will not have taken place;
  - (b) the Employee will resign from the Employee's employment with the Employer;
  - (c) the Employee is not entitled to the severance payment contained in this clause or otherwise; and
  - (d) the Employer will not be responsible for payment of the Employee's accrued entitlements if the new employer agrees to assume liability for these.
- 21.5 If the Employer obtains Acceptable Alternative Employment for the Employee and the Employee refuses the employment:
- (a) a redundancy will not have taken place; and
  - (b) the Employee is not entitled to the severance payment contained in this clause or otherwise.
- 21.6 Any disagreement between the Employer and the Employee as to what constitutes Acceptable Alternative Employment shall be dealt with under the model dispute resolution process in the Act.

## **22. TRANSFER TO LOWER PAID DUTIES**

- 22.1 If the Employee is transferred to lower paid duties as a means of averting redundancy the same period of notice must be given as the Employee would have been entitled to if the employment had been terminated and the Employer may at its option, make payment in lieu thereof of an amount equal to the difference between the former rate of pay and the new rate of pay for the number of weeks of notice owing.

## **23. OTHER EMPLOYMENT**

- 23.1 The Employee may obtain additional income through another employment or business venture provided that the Employee seeks the prior approval of the Employer and:
- (a) in the Employer's opinion, the Employee's work performance is not affected;
  - (b) in the Employer's opinion, no conflict of interest occurs;
  - (c) in the Employer's opinion, the Employer's objectives are not disadvantaged;
  - (d) the Employer's resources are not used in the Employee's venture; and
  - (e) the Employee does not use the time for which the Employee is paid by the Employer to further the Employee's own external financial interests except to the extent agreed by the Employer where such activity is also in the interests of the Employer and does not exceed one (1) day per week.

## **24. POLICIES AND PROCEDURES**

- 24.1 The Employee is bound by and agrees to comply with Bond University and Faculty policies and procedures (as amended or replaced from time to time) to the extent they are not inconsistent with or excluded by this AWA. However, the policies and procedures are not incorporated as terms and conditions of this AWA.

## **25. CONFIDENTIALITY**

25.1 The Employee:

- (a) may use Confidential Information solely for the purpose of performing the Employee's duties with the Employer;
- (b) must keep Confidential Information confidential; and
- (c) may only disclose Confidential Information to persons as is required for the purpose of performing the Employee's duties, or who have been approved by the Employer in writing.

25.2 The obligations of confidentiality do not extend to information that (whether before or after the commencement of employment):

- (a) is public knowledge (otherwise than as a breach of this agreement); or
- (b) is required by law to be disclosed.

25.3 On termination of employment for any reason the Employee must immediately return to the Employer all Confidential Information in material form and those parts of all notes and other records based on or incorporating Confidential Information.

25.4 The Employee's obligations of confidentiality owed to the Employer continue after termination of employment, except in respect of information that is part of the Employee's stock of general skill and knowledge.

25.5 This clause 25 does not prohibit or restrict disclosure of details of this AWA by either party to another person.

## **26. IMPROVEMENTS**

26.1 The Employee acknowledges that all Improvements are and shall be the sole and exclusive property of the Employer and the Employee will:

- (a) promptly disclose to the Employer any Improvements developed by the Employee or known by the Employee to have been developed by any other employee of the Employer in the course of their employment; and
- (b) immediately take any reasonable action necessary to transfer to the Employer the Employee's and any other employees' interests in any improvements.

## **27. MODEL DISPUTE RESOLUTION PROCESS**

27.1 This AWA incorporates the model dispute resolution process in the Act.

**28. WORKPLACE HEALTH AND SAFETY**

28.1 The Employee will:

- (a) comply with Bond University's workplace health and safety policies and procedures (as amended or replaced from time to time);
- (b) take all practicable steps to ensure the Employee's own safety at work, and to ensure that no action or inaction by the Employee causes harm to any other person; and
- (c) report to the Employer as soon as possible any accident, incidents or hazards arising during the course of the Employee's employment.

**29. GENERAL PROVISIONS**

29.1 This AWA contains the entire agreement between the Employee and the Employer and supersedes any prior agreements, representations, understandings or arrangements concerning the Employee's employment.

29.2 Each provision of this AWA is severable from the others, and severance of a provision will not affect the remaining provisions of this AWA.

**EXECUTED** as an Australian Workplace Agreement.

The parties acknowledge that they have read and understood the conditions and responsibilities of this AWA and accept those conditions and responsibilities.

**Signed by Bond University Limited  
(ACN 090 694 121)** of University  
Drive, Robina, Gold Coast, Queensland  
4229  
by an authorised officer in the presence  
of

\_\_\_\_\_  
Signature of officer

\_\_\_\_\_  
Signature of witness<sup>1</sup>

\_\_\_\_\_  
Full name of officer (print)

\_\_\_\_\_  
Full name of witness (print)

\_\_\_\_\_  
Office held

\_\_\_\_\_  
Full address of witness (print)

\_\_\_\_\_  
Full address of officer (print)

**Signed by [Full name of employee]**  
of [Full address of employee] in the  
presence of

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
[Full name of employee]

\_\_\_\_\_  
Full name of witness (print)

\_\_\_\_\_  
Full address of witness (print)

\_\_\_\_\_  
Dated

<sup>1</sup> The following persons **cannot** witness a party's signature:

- the other party to this AWA;
- a bargaining agent of one of the parties to the AWA; and
- a person who is a director of the Employer or a person who is involved in the day to day management of the Employer.