



APPLICATION FOR SESSIONAL ACADEMIC ENGAGEMENT

C2

Please note:

- ★ Complete this form to engage a Sessional Academic.
- ★ The Employee should complete Sections 1,2,3 & 7 and read section 4.
- ★ The Head of Management Unit/Supervisor should complete sections 5 & 6.
- ★ After appropriate approvals have been obtained, forward the C2 form and the following documentation either to Mail H14 or by fax 9214 8565 by 5pm on the Monday preceding the timesheet loader deadline to ensure the employee will be in the payroll.
 - Tax File Number Declaration form
 - Passport/Birth certificate or Citizenship certificate or Passport and Visa (where applicable)
 - Working With Children Check, or evidence of application/exemption
 - Superannuation forms (if applicable)
 - Certified copies of all relevant qualifications to be retained by the department with the details entered by the employee onto the Employee Web Self Service (EWSS)

1. Personal Information:

The following information is to be provided by the person seeking sessional academic engagement.

Engagement Commencement Date:	Employee Number (if known):
Surname:	Given Name(s):
Address:	
Telephone No:	Email Address:
Mail Number:	Campus:
Tax Form Attached: <input type="checkbox"/> Yes <input type="checkbox"/> No	Date of Birth (ddmm):
Faculty / Division:	Are you a PHD Student <input type="checkbox"/> Yes <input type="checkbox"/> No
Is this the first time you are being paid by Swinburne ? <input type="checkbox"/> Yes <input type="checkbox"/> No	

2. Bank Details:

Name of Bank (e.g. ANZ, Westpac):
BSB: Account No:
Account Holder Name:
Branch and Address:

3. Declaration by person seeking sessional academic engagement

I agree to Swinburne University of Technology's (hereafter referred to as "the University") conditions for sessional academic engagements outlined in this contract. I declare the following information to be true. The University requires this information before sessional academic engagements can commence.

Please tick either Yes or No for each of the following questions

		Yes	No
1(a)	Are you an Australian Citizen? (please provide a copy of passport or birth Certificate which is to be forwarded to HR with this form)	<input type="checkbox"/>	<input type="checkbox"/>
1(b)	If not, are you legally authorised to work in Australia? If yes, your original VISA must be sighted by the organisational unit within which you are working and a certified copy forwarded HR with this form.	<input type="checkbox"/>	<input type="checkbox"/>
2(a)	Do you have a criminal record?	<input type="checkbox"/>	<input type="checkbox"/>
2(b)	A copy of a criminal records check is attached (if required by the University)	<input type="checkbox"/>	<input type="checkbox"/>
	Please provide explanation of details of your criminal record that may relevant to the position your are undertaking:		
3(a)	Do you have any illness or injury that could prevent you from fulfilling sessional academic duties?	<input type="checkbox"/>	<input type="checkbox"/>
3(b)	Please provide details of any illness or injury referred to:		
4	Are you currently employed with the University in any capacity? (Ongoing/Fixed-term Contract/Casual or Consultancy). If yes, please provide details:	<input type="checkbox"/>	<input type="checkbox"/>
5	Please detail the highest qualification that you have attained and awarding institution. Detail in addition, any other relevant qualifications, academic experience and/or industrial experience below. Certified copies of qualifications should be retained by the Faculty. .		
6	Description of tasks to be undertaken:		

4. Terms and Conditions for Sessional Academic Engagements:

The terms and conditions of your employment are set out in this letter of offer ("the contract"). Please read the contract carefully. This form collects information from prospective academic sessional teachers and advises the conditions applicable to casual/sessional engagements. It does not guarantee any casual engagements. Should the University require the applicant for sessional academic duties; the applicant will be employed as a sessional academic, engaged by the hour by the authorised manager on the following terms and conditions.

A copy of the Swinburne University of Technology Academic and General Staff Enterprise Agreement 2009 ("the Agreement") can be found on the Swinburne website at:

http://www.swinburne.edu.au/corporate/hr/docs/SUT_EBA_2009.pdf

To receive payment, the casual Academic staff must lodge timesheets authorised by the nominated supervisor/manager by the deadline stated on the timesheet or have signed a sessional work schedule that details activities to be paid over the teaching period. Payment for authorised hours of casual work will be made on a fortnightly basis into the casual employee's nominated bank account.

Specific Terms and Conditions for the engagement of the Sessional Academic:

Duties

In addition to the specific duties attached to the engagement of the sessional academic, the sessional academic is required to:

- (a) Serve the University faithfully and diligently exercise all due care;
- (b) Act at all times in the University's best interests;
- (c) Refrain from acting, or being seen to act, in conflict with the University's best interests;
- (d) Use the sessional academic's best endeavours to protect and promote the University's reputation;
- (e) Use the sessional academic's best abilities and knowledge to perform the duties assigned to the sessional academic from time to time;
- (f) At all times display a thorough and professional manner, upholding and maintaining the University's reputation, goodwill and its customer relationships; and
- (g) Display the highest ethical and professional standards of service delivery and confidentiality towards the University and its clients.

These duties do not limit the sessional academic's duties of good faith or fidelity to the University or any other duties implied at law.

Rates and Method of Pay

The casual rate payable to the sessional academic is outlined in the Agreement.

The casual rate of pay incorporates a loading to include public holidays; leave of any kind; penalty loadings; loadings for the nature of sessional academic teaching engagements. No additional payments will be made.

Superannuation

Where Swinburne is contributing superannuation in accordance with statutory requirements, as part of the sessional academic's terms and conditions of employment with the University, membership of the default superannuation scheme is compulsory (**Uni Super**) until a completed "Choice of Superannuation Fund Nomination" form has been activated.

A Choice of Superannuation Fund Nomination Form is attached.

Engagement with more than one department

The sessional academic is required to advise their manager before seeking or engaging in other employment at the University.

Leave

As the sessional academic is engaged on a casual basis, the sessional academic has no entitlement to accrue leave of any form during the sessional academic's employment with the University.

Sessional Academic Warranties

The sessional academic warrants that they do not suffer from any pre-existing medical condition which, taking into account the nature of the duties involved in this role, would adversely affect their ability to perform this role (other than as advised to the University in writing). The sessional academic further warrants that the sessional academic holds the qualifications set out in any documentation the sessional academic has forwarded to the University.

Variation/Termination of the sessional academic engagement

The hours of casual duties for which the sessional academic has been engaged can be changed/ withdrawn by the University with 3 hours notice.

Where possible, the sessional academic is required to give the University 24 hours notification of casual hours that they are unable to undertake teaching or if terminating the engagement.

After termination of the sessional academic employment

If the sessional academic's employment is terminated for any reason:

- (a) The University may offset any amounts the University is owed against any amounts the University owes the sessional academic at the date of termination except for amounts the University is not entitled by law to set off;
- (b) The sessional academic must return all of the University's property (including property leased by the University) on termination including all written or machine readable material, software, computers, credit cards, keys and vehicles;
- (c) The sessional academic's obligations regarding Confidential Information continue after termination except in respect of information that is part of the sessional academic's general skill and knowledge; and
- (d) The sessional academic must not record any Confidential Information in any form after termination.

Intellectual Property

The sessional academic's employment is unit of study to the University's Intellectual Property Policy as varied and communicated to the sessional academic from time to time. The University's Intellectual Property Policy stipulates that the University will own Intellectual Property (as defined in the Intellectual Property Policy) that is created by the sessional academic in the course of their employment with the University or while on professional development leave or the equivalent thereof, including Intellectual Property arising from any research, design or scholarship, teaching, administration or other activity the sessional academic undertakes during the course of their employment within the University or while using the University's resources.

The sessional academic acknowledges that the University's Intellectual Property Policy applies to their employment and that they are required to comply with the University's Intellectual Property Policy.

The sessional academic must do all things reasonably requested by the University to comply with the University's Intellectual Property Policy.

Moral Rights

The University acknowledges that the sessional academic, in respect of certain works of which the sessional academic is the author, may have the following rights in relation to those works:

- (a) the right of attribution of that work;
- (b) the right not to have authorship of that work falsely attributed; and
- (c) the right of integrity of authorship of that work.

In relation to all such works which are made or will be made by the sessional academic in the course of their employment with the University, the sessional academic consents to all acts or omissions or classes or types of acts or omissions which might otherwise infringe the sessional academic's rights referred to above, where such acts or omissions or classes or types of acts or omissions are reasonably required to enable the University to perform its core functions. Such consent shall remain in force after the sessional academic teaching engagement ceases. The sessional academic acknowledges that their consent is given genuinely.

Confidential Information

It is a term of the sessional academic engagement that the sessional academic will not, except in the proper performance of the sessional academic's duties, divulge or use any Confidential Information.

Confidential Information is information not lawfully or properly available to the public at large including, but not limited to, technical data, trade data, trade secrets, know-how and confidential information relating to the businesses, finances, accounts, dealings, transactions, methods of operation, assets or affairs of the University or any related entity, obtained during the course of the sessional academic's employment. This obligation continues after the termination of the sessional academic's employment with the University.

Media Contact

The sessional academic will not speak to or contact any branch of the media with regard to any matter affecting the University without the prior approval of the University.

Occupational Health and Safety

The sessional academic must always act in a manner that promotes workplace safety for the sessional academic and their colleagues. The sessional academic agrees to follow the University's safety policies and

procedures as varied and communicated to the sessional academic teach from time to time, as well as properly use all safety protective equipment issued to the sessional academic.

Policies

The University has a code of conduct and various other policies, procedures and practices governing the requirements of its employees, as varied from time to time. The sessional academic is required to comply with them. The University's code of conduct and various other policies, procedures and practices, as varied from time to time, may be found on the University's Policies and Procedures database. These policies do not form part of your contract with the University.

Privacy

The University collects and uses information collected from the sessional academic in accordance with legal requirements.

Any Health Information about the sessional academic that the University collects and holds will be received and stored in accordance with the Health Records Act. Such information may include:

- Medical certificates for Sick Leave/ Workers Compensation
- Results of any medical or pre-sessional academic engagements testing
- Any other information the sessional academic provides relating to the sessional academic's special medical requirements or disability

The sessional academic is advised that the University, in accordance with its Information Technology Policies, can access all information on University information systems.

The sessional academic may request access to their employee information in accordance with the University's Employee Records policy.

Governing Law

This agreement is to be governed by the laws of the State of Victoria.

Variation

This shall not be varied except by a document in writing signed by the parties.

Illegality

If any provision of this is void or voidable by a party, unenforceable or illegal, it is to be read down so as to be valid and enforceable or, if it cannot be so read down, the provisions (or where possible, the offending words) shall be severed from this contract without affecting the validity or enforceability of the remaining provisions (or parts of those provisions) of this contract which shall continue to have full force and effect.

Assignment

This contract shall be freely assigned by the University and shall be for the benefit of, and shall be binding upon, any other entity which shall succeed the University. Neither this contract nor any rights hereunder are able to be assigned by the sessional academic.

Staff Induction

To provide the sessional academic with the necessary information, resources and motivation to assist them in their new work environment they are required to visit the University's Online Induction Website <http://www.swin.edu.au/corporate/hr/induction/> and complete the online induction. As part of the online induction and PRIOR to commencing Teaching; the sessional academic is required to complete four online modules:

- Working Together (EEO & Bullying) Module
- Occupational Health & Safety Module
- Information Privacy Awareness Module
- Protected Disclosures (Whistleblowers) Module.

5. Finance:

Management Unit:

Finance Cost Centre / Account Code:

6. Organisational Unit Information & Authorisation:

I have attached the following documentation where applicable:

LIST OF DOCUMENTS TO ATTACH:

- Tax File Number Declaration form
- Passport/Birth certificate or Citizenship certificate or Passport and Visa (where applicable)**
- Working With Children Check, or evidence of application/exemption
- Superannuation forms (if applicable)

DOCUMENTS REQUIRED BUT RETAINED BY THE FACULTY:

- Certified copies of all qualifications are to be retained by the Faculty with the details entered by the employee onto the Employee Web Self Service (EWSS)

** Reminder

- The casual Academic must complete the following online induction modules:
 - EEO & Bullying
 - Occupational Health & Safety

Note this paperwork is required for ALL employees who have not been employed by Swinburne in the last 12 months, including those who are currently casual Academics in other Departments.

Manager:

Signature:

Date:

Faculty Dean/Deputy Dean:

Signature:

Date:

- Once this form has been authorised by the Faculty, the original should be forwarded to Human Resources, Mail. H14.

Clause 65 of the Agreement provides that every March and September the University shall provide to the NTEU a list of the name, job title, category (academic/general), work location, work address and email address of each employee. <http://www.swinburne.edu.au/corporate/hr/docs/EA-Clause65.pdf>

If you do not wish for your information provided to the NTEU, please tick the following box.

- Please do not provide my information to the NTEU.

7. Declaration of acceptance by new or existing staff member:

I hereby accept employment subject to the terms and conditions as set out above.

Signature:

Date:

Print Name:

Appendix: Guide to Sessional Rates

Please Note: all minimum rates are set out in the *Swinburne University of Technology, Academic and General Staff Enterprise Agreement 2009*

Tutorials

“Tutorial” means education delivery described as a tutorial in a course program or unit outline, or in an official timetable issued by the University.

There are four prescribed rates for tutorials, which are payable to sessional academic staff who are required to deliver or present a tutorial (or equivalent through other than face to face teaching mode) of a specified duration and provide directly associated non-contact duties in the nature of preparation and student consultation.

Except for repeat tutorials, the rates are paid per hour of tutorial delivered and assume two hours associated working time as preparation. In the case of repeat tutorials, the rates are paid per hour of tutorial delivered and assume one hour’s associated working time.

Tutors, who hold a relevant doctoral qualification or undertake full unit of study co-ordination duties, will be paid at a rate recognising such qualifications or additional duties.

A repeat tutorial is a second or subsequent delivery of substantially the same tutorial in the same unit of study matter within a period of 7 days and student consultation with it.

Tutors who deliver a repeat tutorial and who also hold a relevant doctoral qualification or undertake full unit of study co-ordination duties will be paid at a repeat tutorial rate recognising such qualifications or additional duties.

Where a tutorial is more or less than one hour in length, the payment will be pro-rata the appropriate rate for a tutorial of one hour duration.

Except in the case of actual marking undertaken during a tutorial, all marking will be paid for at a prescribed marking rate.

Lectures

“Lecture” means any education delivery described as a lecture in a course program or unit outline, or in an official timetable issued by the University. Four different pay rates are prescribed, corresponding to the amount of time required to prepare a one hour lecture and to carry out associated activities and are payable to sessional academic staff required to deliver a lecture (or equivalent delivery through other than face-to-face teaching mode) of a specified duration and provide directly associated non-contact duties in the nature of preparation and student consultation.

Payment for a specialised lecture (including a distinguished person who gives a single lecture or short lecture series) assumes one hour of class contact plus four hours of associated work.

Payment for a developed lecture (including a lecturer who assumes a substantial responsibility for planning and developing a unit or a large part of a unit in addition to lecturing), assumes one hour of class contact plus three hours of associated work.

Payment for a basic lecture assumes one hour of class contact plus two hours of associated work.

Payment for a repeat lecture covering the second or subsequent delivery of substantially the same lecture in the same subject matter within a period of 7 days with it, assumes one hour of class contact plus one hour of associated work.

Marking

All marking is to be paid at the Marking 3 rate. Sessional staff with a doctoral qualification will be paid at the Marking 2 rate.

Faculty schedules, approved by the Dean of the respective faculties, detail the time to be paid for marking different forms of assessment. Payment will be based on the number of actual assessment items that have been marked by a sessional staff member.

Supervision

There are three supervision rates, two of which correspond to the preparation required for supervision work:

- supervision involving no preparation; or
- supervision involving preparation (one hour)
- undertake supervision with no preparation required and who hold a relevant doctoral qualification or perform full unit of study co-ordination duties.

Other Required Academic Activity

“Other required academic activity” includes work that the University requires a sessional academic staff member to perform and that is performed as required, being work of the following nature:

- the conduct of practical classes, demonstrations, workshops, student field excursions
- the conduct of performance and visual art studio sessions
- the development of teaching and unit of study materials such as the preparation of unit of study guides and reading lists and basic activities associated with unit of study co-ordination;
- consultation with students
- supervision; and
- attendance at departmental and faculty meetings as required.
- attendance at lectures and tutorials as directed.

The above list is not intended to be exhaustive, but is provided by way of example and guidance.

There are two rates of payment for “other required academic activity”, the higher being paid to staff members holding a relevant doctoral qualification or undertaking full unit of study co-ordination duties.

Dear Employee,

Re. Superannuation Choice

I am writing regarding the introduction of Superannuation Choice, available to eligible employees, from 1 July 2005.

Enclosed you will find our Choice Form, which details the current superannuation fund details we have for you. Please read the instructions on the overside of the form carefully, before you make any decisions which affect your superannuation.

If you take no action, future superannuation payments will be made to the fund set out in Part A of the enclosed Choice form.

To exercise Choice and change the superannuation fund we make your payments to, please complete the attached form and return together with:

- A letter from the trustee stating this is a complying fund and (for a self-managed superannuation fund) a copy of documentation from the Tax Office confirming the fund is regulated.
- Written evidence from the fund they will accept contributions from Swinburne as your employer
- Details about how Swinburne can make contributions to this fund

The above information is to be returned:

- **Superannuation Officer, Human Resources H14**

Swinburne cannot advise you on decisions you make concerning your Superannuation. We recommend you visit the Government Super Choice website at: www.superchoice.gov.au and/or speak to your financial advisor for further information or advice.

For questions relating to how Swinburne will implement Choice, please do not hesitate to contact Pam Tindill on 9214 8976.

Yours faithfully,

Team Leader Systems & Services

Dear Employee,

Re. Compliance Training Program

Swinburne is committed to providing training to ensure staff are aware of the individual compliance and risk responsibilities that apply in their work. This is essential for making Swinburne a safe and respectful workplace for employees, students and visitors.

Breaches of the law can put people at risk, damage Swinburne's reputation and, in some cases, staff may be held personally liable, even if the breach is inadvertent. In this respect, ignorance of the law is no defence.

To improve staff access to training and Swinburne's ability to monitor participation, an online Compliance Training Program has been introduced. As part of the online induction and PRIOR to commencing Teaching or other duties; a sessional academic is required to complete four online modules:

- Working Together (EEO & Bullying) Module
- Occupational Health & Safety Module
- Information Privacy Awareness Module
- Protected Disclosures (Whistleblowers) Module.

For the sessional academic induction program go to: <http://www.swin.edu.au/corporate/hr/induction/>.

I wish to thank you in advance for your assistance with this training - it is important that we create a safe and positive culture for all at Swinburne and this education helps us achieve that goal.

For further information go to www.swinburne.edu.au/corporate/development/compliance.htm.

Yours faithfully,
Director, Human Resources.



Choice of superannuation fund Standard choice form – information for employees

You can choose the superannuation fund or retirement savings account (referred to below as superannuation funds) to which your employer will make future superannuation guarantee contributions (9%).

Option 1:

You do not have to choose a fund.

If you do not make a choice, your employer's contributions will be paid into the fund that your employer has chosen (see Part A on the reverse side of this form). This may not be the same as your current fund.

Your employer's chosen fund may be suitable for your needs. You can choose a different fund later if you like.

If you do not want to choose a fund, you do not have to complete this form.

⚠ Your employer is not liable for the performance of superannuation funds that you choose or they choose on your behalf.

⚠ Do not seek financial advice from your employer unless they are licensed to provide it.

➤ MORE INFORMATION

You can get more information about choice of superannuation fund or superannuation in general from:

- www.superchoice.gov.au, or
- by phoning **13 28 64**

If you do not speak English well and want to talk to an Australian government officer, phone the Translating and Interpreting Service on **13 14 50** for help with your call.

If you have a hearing or speech impairment and have access to appropriate TTY or modem equipment, phone **13 36 77**. If you do not have access to TTY or modem equipment, phone the Speech to Speech Relay Service on **1300 555 727**.

➤ TIPS FOR COMPARING FUNDS

Fees

Most funds charge fees. Differences in the fees funds charge can have a big effect on what you may have to retire on. This effect may be more than you think and for this reason you need to consider what fees are being charged. For example, your final return could be reduced by up to 20% over 30 years if your total amount of fees and costs are 2% rather than 1% (eg, from \$100,000 to \$80,000). Some funds may also charge an exit fee if you leave the fund.

Death and disability insurance

Your current fund may insure you against death or an illness or accident that makes you unable to return to work. Other funds may not offer insurance, or you may have to pass a medical examination before they cover you. Check if you'll be covered in any new fund, and the costs and amount of cover, before leaving your current fund.

Option 2:

Choose a fund

You can choose the superannuation fund where you want your future employer contributions to be paid.

Your employer is only required to accept one choice every 12 months.

Step 1

Gather information – work out what's best for you

You will need to find out what superannuation options are available to you.

Find out about the features and benefits of your current fund, the fund chosen by your employer and any other funds you are considering. Your current fund may be different to the fund chosen by your employer.

➤ The tips section highlights key issues you should consider when comparing funds.

Step 2

What do I need to tell my employer?

Give your employer details of your chosen fund by **completing Part B** of this form or by a written statement including the necessary information. This information may be provided by your chosen fund.

Part A shows details of your employer's superannuation arrangements. This includes the fund that your employer has chosen to make all future superannuation guarantee contributions to. If your employer has changed funds recently, the previous fund will also be shown. You may choose to remain in this previous fund.

Step 3

What happens to any superannuation I have in existing funds?

Any money you have in existing funds will remain there unless you make arrangements to transfer it (roll over) to another fund. Check the impact of any exit fees or benefits you may lose before leaving the fund. Your employer cannot do this for you.

Investment choice

Some funds let you choose where the fund will invest your super. Some choices offer higher returns, but with a higher risk that investments may go down as well as up. Other choices offer greater security but with lower expected returns. Choose the level of risk and return that you are comfortable with.

Investment performance

Superannuation is a long term investment for your retirement, so its investment performance needs to be judged over the long term. Short term performance, whether good or bad, may not be repeated. There is no guarantee that a fund that has performed well in the past will do so in the future.

The information you'll need to make these checks is in each fund's product disclosure statement which you can get from the fund. For further information on choosing a fund go to the website www.superchoice.gov.au or phone **13 28 64**.



Choice of superannuation fund Standard choice form

Part A: Employer to complete

Give this form to your employee after you have completed Part A.

1 **Employer name**

2 **Employer superannuation guarantee contributions will be made to the following fund:**

Fund name

Superannuation product identification number (if applicable)

For the product disclosure statement for this fund (if applicable) Phone

Fund website

3 **Employer superannuation guarantee contributions have previously been made to:** (if different to above)

If the employer fund has not changed please write 'as above' in fund name box below.

Fund name

Superannuation product identification number (if applicable) Phone

Fund website

4 **Employer contributions:**

Superannuation contributions are currently made at a higher level than the required 9% Yes No

If Yes, superannuation contributions will continue at this higher level if the employee chooses a fund other than the fund named in part A question 2 Yes No

Note that this statement does not alter an employer's legal obligations (if any) relating to future payments.

Part B: Employee to complete — ONLY IF MAKING A CHOICE

1 **I request that all future superannuation guarantee contributions be made to:**

- my employer's previous superannuation fund named in part A question 3 ▶ Go to question 4 below.
- my own choice of fund ▶ Complete questions 2, 3 and 4 below.

2 **Your chosen fund details:**

Fund name

Membership No. (if applicable)

Account name

Fund Australian business number (ABN) (if applicable)

Superannuation product identification number (if applicable) Phone

- 3 **I have attached:**
- a letter from the trustee stating that this is a complying fund and (for a self managed superannuation fund) a copy of documentation from the Tax Office confirming the fund is regulated
 - written evidence from the fund they will accept contributions from my employer, and
 - details about how my employer can make contributions to this fund.

4 **Employee name**

Employee No. (if applicable)

Date Signature

Return this form to your employer. **Do not send this form to the Tax Office or to your superannuation fund.**

Part C: Employer only

Date accepted Processed

NAT 13080-03.2005

From 1 January 2010, this Fair Work Information Statement is to be provided to all new employees by their employer as soon as possible after the commencement of employment. The Statement provides basic information on matters that will affect your employment. If you require further information, you can contact the **Fair Work Infoline** on **13 13 94** or visit **www.fairwork.gov.au**.

▲ **The National Employment Standards**

The *Fair Work Act 2009* provides you with a safety net of minimum terms and conditions of employment through the National Employment Standards (NES).

There are 10 minimum workplace entitlements in the NES:

1. A maximum standard working week of 38 hours for full-time employees, plus 'reasonable' additional hours.
2. A right to request flexible working arrangements to care for a child under school age, or a child (under 18) with a disability.
3. Parental and adoption leave of 12 months (unpaid), with a right to request an additional 12 months.
4. Four weeks paid annual leave each year (pro rata).
5. Ten days paid personal/carer's leave each year (pro rata), two days paid compassionate leave for each permissible occasion, and two days unpaid carer's leave for each permissible occasion.
6. Community service leave for jury service or activities dealing with certain emergencies or natural disasters. This leave is unpaid except for jury service.
7. Long service leave.
8. Public holidays and the entitlement to be paid for ordinary hours on those days.
9. Notice of termination and redundancy pay.
10. The right for new employees to receive the Fair Work Information Statement.

A complete copy of the NES can be accessed at **www.fairwork.gov.au**. Please note that some conditions or limitations may apply to your entitlement to the NES. For instance, there are some exclusions for casual employees.

If you work for an employer who sells or transfers their business to a new owner, some of your NES entitlements may carry over to the new employer. Some NES entitlements which may carry over include personal/carer's leave, parental leave, and your right to request flexible working arrangements.

▲ **Modern awards**

In addition to the NES, you may be covered by a modern award. These awards cover an industry or occupation and provide additional enforceable minimum employment standards. There is also a Miscellaneous Award that covers employees who are not covered by any other modern award.

Modern awards may contain terms about minimum wages, penalty rates, types of employment, flexible working arrangements, hours of work, rest breaks, classifications, allowances, leave and leave loading, superannuation, and procedures for consultation, representation, and dispute settlement. They may also contain terms about industry specific redundancy entitlements.

If you are a manager or a high income employee, the modern award that covers your industry or occupation may not apply to you. For example, where your employer guarantees in writing that you will earn more than \$108,300 annually (indexed), a modern award will not apply, but the NES will.

Transitional arrangements to introduce the modern award system may affect your coverage or entitlements under a modern award.

▲ **Agreement making**

You may be involved in an enterprise bargaining process where your employer, you or your representative (such as a union or other bargaining representative) negotiate for an enterprise agreement. Once approved by Fair Work Australia, an enterprise agreement is enforceable and provides for changes in the terms and conditions of employment that apply at your workplace.

There are specific rules relating to the enterprise bargaining process. These rules are about negotiation, voting, matters that can and cannot be included in an enterprise agreement, and how the agreement can be approved by Fair Work Australia.

You and your employer have the right to be represented by a bargaining representative and must bargain in good faith when negotiating an enterprise agreement. There are also strict rules for taking industrial action. If you have enquiries about making, varying, or terminating enterprise agreements, you should contact Fair Work Australia.

▲ Individual flexibility arrangements

Your modern award or enterprise agreement must include a flexibility term. This term allows you and your employer to agree to an Individual Flexibility Arrangement (IFA), which varies the effect of terms of your modern award or enterprise agreement. IFAs are designed to meet the needs of both you and your employer. You cannot be forced to make an IFA, however, if you choose to make an IFA, you must be better off overall. IFAs are to be in writing, and if you are under 18 years of age, your IFA must also be signed by your parent or guardian.

▲ Freedom of association and workplace rights (general protections)

The law not only provides you with rights, it ensures you can enforce them. It is unlawful for your employer to take adverse action against you because you have a workplace right. Adverse action could include dismissing you, refusing to employ you, negatively altering your position, or treating you differently for discriminatory reasons. Some of your workplace rights include the right to freedom of association (including the right to become or not to become a member of a union), and the right to be free from unlawful discrimination, undue influence and pressure.

If you have experienced adverse action by your employer, you can seek assistance from the Fair Work Ombudsman or Fair Work Australia (applications relating to general protections where you have been dismissed must be lodged with Fair Work Australia within 60 days).

▲ Termination of employment

Termination of employment can occur for a number of reasons, including redundancy, resignation and dismissal. When your employment relationship ends, you are entitled to receive any outstanding employment entitlements. This may include outstanding wages, payment in lieu of notice, payment for accrued annual leave and long service leave, and any applicable redundancy payments.

Your employer should not dismiss you in a manner that is 'harsh, unjust or unreasonable'. If this occurs, this may constitute unfair dismissal and you may be eligible to make an application to Fair Work Australia for assistance. It is important to note that applications must be lodged within 14 days of dismissal. Special provisions apply to small businesses, including the Small Business Fair Dismissal Code. For further information on this code, please visit www.fairwork.gov.au.

▲ Right of entry

Right of entry refers to the rights and obligations of permit holders (generally a union official) to enter work premises. A permit holder must have a valid and current entry permit from Fair Work Australia and, generally, must provide 24 hours notice of their intention to enter the premises. Entry may be for discussion purposes, or to investigate suspected contraventions of workplace laws that affect a member of the permit holder's organisation or occupational health and safety matters. A permit holder can inspect or copy certain documents, however, strict privacy restrictions apply to the permit holder, their organisation, and your employer.

▲ The Fair Work Ombudsman and Fair Work Australia

The **Fair Work Ombudsman** is an independent statutory agency created under the *Fair Work Act 2009*, and is responsible for promoting harmonious, productive and cooperative Australian workplaces. The Fair Work Ombudsman educates employers and employees about workplace rights and obligations to ensure compliance with workplace laws. Where appropriate, the Fair Work Ombudsman will commence proceedings against employers, employees, and/or their representatives who breach workplace laws.

If you require further information from the Fair Work Ombudsman, you can contact the **Fair Work Infoline** on **13 13 94** or visit www.fairwork.gov.au.

Fair Work Australia is the national workplace relations tribunal established under the *Fair Work Act 2009*. Fair Work Australia is an independent body with the authority to carry out a range of functions relating to the safety net of minimum wages and employment conditions, enterprise bargaining, industrial action, dispute resolution, termination of employment, and other workplace matters.

If you require further information, you can contact **Fair Work Australia** on **1300 799 675** or visit www.fwa.gov.au.

The Fair Work Information Statement is prepared and published by the Fair Work Ombudsman in accordance with section 124 of the *Fair Work Act 2009*.
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