



FAIR WORK
AUSTRALIA

DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Goethe Institut Sydney
(AG2011/7472)

GOETHE-INSTITUT UNION COLLECTIVE AGREEMENT 2011-2015

Educational services

SENIOR DEPUTY PRESIDENT DRAKE

SYDNEY, 6 JULY 2011

Application for approval of the Goethe-Institut Union Collective Agreement 2011-2015.

[1] An application has been made for approval of an enterprise agreement known as the *Goethe-Institut Union Collective Agreement 2011-2015* (the Agreement). The application was made pursuant to s 185 of the *Fair Work Act 2009* ('the Act'). It has been made by Goethe Institut Sydney (the Applicant). The Agreement is a single-enterprise agreement.

[2] The Agreement was lodged within 14 days after it was made.

[3] I am satisfied that each of the requirements of ss186, 187 and 188 of the Act as are relevant to the application for approval have been met.

[4] On 6 July, 2011 an undertaking was provided by the Applicant which is annexed to this decision and marked "A".

[5] The Community and Public Sector Union (PSU Group), (the Union) being the bargaining representative for the Agreement, have given notice under s 183 of the Act to be covered by this Agreement. In accordance with s 201(2) of the Act, I note that the Agreement covers the Union.

[6] The Agreement is approved and, in accordance with s 54 of the Act, will operate from 13 July, 2011. The nominal expiry date of the Agreement is 13 July, 2015.



SENIOR DEPUTY PRESIDENT

ANNEXURE A

ANNEXURE A

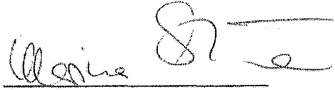
UNDERTAKING BY GOETHE INSTITUT SYDNEY

AG2011/7472 - Goethe-Institut Union Collective Agreement 2011-2015

The Goethe-Institut ('the employer') undertakes the following:

1. Clause 5 of the Agreement is to be of no effect and is to be replaced by the model clause in Schedule 2.2 (regulation 2.08) of the *Fair Work Regulations 2009*;
2. The employer acknowledges and guarantees the application of the National Employment Standards for all employees (whether or not the subject of this Agreement), working in Australia, with immediate effect.

Sydney, 06 of July 2011



Signed for and on behalf of Goethe-Institut Sydney

Name: Marina Shine

Position: Deputy Director

Printed by authority of the Commonwealth Government Printer

<Price code C, AE886645 PR511282>

Note - this agreement is to be read together with an undertaking given by the employer. The undertaking is taken to be a term of the agreement. A copy of it can be found at the end of this agreement.

GOETHE-INSTITUT AUSTRALIA

COLLECTIVE AGREEMENT

2011

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Title

This Agreement shall be known as the Goethe-Institut Union Collective Agreement 2011- 2015

1 Definitions

“**confidant**” refers to staff representatives

“**desiderata**” refers to projected outcomes

“**FW Act**” refers to the *Fair Work Act 2009* (Cth)

“**FWA**” refers to Fair Work Australia

“**Goethe**”, “**the Institut**”, or “**GI**” refer to the Goethe-Institut e.V.

“**Family**” means a member of your family or a household member for whom you are responsible for providing care and support. The employer is entitled to request evidence that would substantiate the reason for leave.

“**Overtime**” is that amount of time worked either at the request of Institut management, or as may become necessary in the course of duty, in excess of or outside regular weekly working hours

“**Ordinary Hours**” are hours worked within the bandwidth, and up to the maximum limit as specified in section 10.1 and Appendix A.

“**PPL Act**” refers to the Paid Parental Leave Act 2010

“**CPSU**”, “**the Union**” An Employee organisation registered under the terms of the relevant legislation that is entitled to represent the interests of Goethe employees in Australia.

2 Parties Bound

2.1 In accordance with section 53 of the Fair Work Act 2009, this agreement covers:

(1) Goethe-Institut e.V. (“the Institut”);

and

(2) All employees of the Institut in Melbourne and Sydney, except employees whose employment is covered by article 1 of the German Government Collective Agreement (TVöD) of 13 September 2005.

and subject to the decision of Fair Work Australia:

(3) The Community and Public Sector Union (the “CPSU”).

3 Scope and Application

3.1 To protect the terms and conditions of employees covered by this agreement, and so that new employees may make a genuine and informed choice regarding the form of their employment agreement, all new employees will be offered employment under the terms of this agreement.

3.2 Parties to the agreement shall not make extra claims that affect employees' terms and conditions of employment over the life of the agreement.

3.3 To maintain the integrity of the agreement reached between the parties the parties agree to meet and confer about a relevant matter where Fair Work Australia removes any clause from this agreement or advises that the clause is not enforceable, or amendments to legislation or regulations undermine the operation of a clause or make a clause not enforceable.

4 Negotiation of Agreement

This agreement has been negotiated between the Institut, the employees and CPSU, as a nominated representative of employees.

5 Individual Flexibility Agreements

5.1 An employer and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:

- (1) The agreement deals with one or more of the following matters:
 - (a) overtime rates,
 - (b) penalty rates,
 - (c) allowance rates, and
 - (d) leave loading, and
 - (e) travel
 - (2) the arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in paragraph (1); and
 - (3) the arrangement is genuinely agreed to by the employer and employee;
 - (4) the terms of a flexibility agreement shall be enforced as though a term of the agreement.
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6 Term of Agreement

6.1 This agreement will come into operation seven days after it is approved by Fair Work Australia. This Agreement shall nominally expire four years after the date the agreement commences operation. Institut policy on remuneration provides that core conditions and benefits are provided through collective agreements. With this in mind the Institut's intent is to allow this agreement to continue until such time as it is replaced by another collective agreement.

7.2 The parties agree that the maintenance of and adherence to agreed terms and conditions of employment is a key component of good workplace relations and a dispute free workplace. Therefore it is agreed that this agreement will continue until such time as it is agreed by all parties to terminate the agreement.

7 Change Management

7.1 Institut management undertake to consult with staff and their representatives on major change management issues including but not limited to:

- I. work organisation,
- II. job descriptions and classification,
- III. introduction of new technology,
- IV. staff numbers or other matters which impact on the locally employed staff,

Consultation will commence at the formative stage and the Institut, Goethe employees and their representatives agree to negotiate in good faith with a view to reaching an agreement.

7.2 Introduction of Change-

a) Employer's duty to notify

- (1) Where the Institut has made a definite decision to introduce major changes in program, organisation, structure or technology that are likely to have significant effects on employees; the Institut shall notify the
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employees immediately who may be affected by the proposed changes and the union to which they may belong.

- (2) "Significant effects" include termination of employment, major changes in the composition, operation or size of the employer's workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure, the alteration of hours of work, the need for retraining or transfer of employees to other work or locations and the restructuring of jobs.

b) Institut's duty to discuss change

- (1) The Institut shall discuss immediately with the employees affected and/or their employees representatives, inter alia, the introduction of the changes referred to in paragraph (6.2 a) above, the effect the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees, and shall give prompt consideration to matters raised by the employees representatives in relation to the changes.
- (2) For the purposes of the discussion the Institut shall, provide to the employees concerned and/or the union to which they may belong, all relevant information about the proposed changes (inclusive but not exclusively referring to termination) including the reasons for the proposed changes, the number and categories of employees likely to be affected, and the number of employees normally employed and the period over which the changes are likely to be carried out. Provided that the employer shall not be required to disclose confidential information the disclosure of which would adversely affect the Institut.

8 Appointment and Induction

- 8.1 Each employee, upon engagement, shall be issued with a letter of appointment by the Institut detailing the nature of the contract and remuneration.
- 8.2 In addition, employees will be provided with an information statement regarding their workplace rights as required by s124 of the Fair Work Act 2009.
- 8.3 The Institut will provide full information on superannuation arrangements (including employer contributions and associated insurance arrangements) to employees upon commencement or recommencement of employment.
- 8.4 In their first six months of employment at the Institut employees shall participate in an induction process to assist the employee's professional learning, as determined by the Director in consultation with the employee.
- 8.5 The Director shall provide a written statement to the employee not later than four weeks before the end of the first six months of employment outlining the employee's progress and development.

9 Working Hours

9.1 General

Full-time employees are expected to work 38 hours per week during the general working hours of the Institut, Monday to Friday 8.00 am to 7.00 pm. The working time agreement applies in its current form (Appendix A).

9.2 Overtime

- (1) An employee may be expected to work overtime to a reasonable extent, when agreed between the employer and the employee.
- (2) Occasionally an employee will be required to work on a Saturday or Sunday or a public holiday. Overtime will be compensated for with corresponding paid time off work. Where overtime is performed on a public holiday, referred to in clause 19 of this agreement, employees will receive time off in lieu equivalent to double time and one half, and a minimum of four hours time off in lieu. Overtime on a Sunday will be compensated by double time, and a minimum of four hours in lieu. Overtime after 10 pm and on Saturdays to be accrued at one and one half time (1 ½).
- (3) Overtime will normally be compensated for during the quarter within which it was incurred but this period may be extended to seven months subject to agreement by Institut management. Any application for time off is subject to approval by Institut management. No reasonable request to utilise time off in lieu will be denied.
- (4) Where the Institut and the employee cannot reach agreement on taking time off in lieu within 7 months of accrual, the employee shall be paid out at the appropriate overtime rates.

9.3 Business Travel

The Institut's regulations to business travel apply in accordance to the circular **AIZ 1052** **10** or its successor, and as amended from time to time.

9.4 Recording attendance

- (1) All employees are required to record their actual time of arrival and departure and any meal breaks or other breaks taken during their working day.
- (2) Attendance will be recorded on individual time sheets

10 Provisions for Job sharing

- 11.1. Job sharing arrangements may be approved by the management where operational requirements will not be adversely affected.
- 11.2. Where job sharing arrangements are approved the responsibilities of each employee will be specified in writing before the commencement of the agreement.
- 11.3. The job sharing arrangements shall cease where
 - (1) one of the participants terminates his or her employment with the Institut, or
 - (2) one of the participants indicates that he or she no longer wishes to be part of the arrangement, or
 - (3) the management, following a review, determines that the arrangements do not work satisfactorily, in which case, at least 12 weeks notice will be provided to the participating employees.

11 Remuneration

- 11.1 On commencing employment each employee will be classified into a Remuneration Group and at a salary level within that Remuneration Group as per the attached schedule as foreseen by the given job description. There are 3 salary levels for each remuneration Group. Any related experience may be taken into account when a staff member is first employed; one level of seniority may be granted for each five years of uninterrupted service outside the Institut, which the Institut regards as relevant

experience up to the third level of seniority at the most. Periods of training may not be taken into account. One level of seniority is granted for each five years of uninterrupted service inside the Institut.

11.2 Payments are made monthly and are subject to the Australian PAYG income tax system.

11.3 Remuneration adjustments will take into account the budgetary requirements for the Goethe Institut. Should the Goethe Institut be in the budgetary position to grant a pay increase it will be a minimum of 1.5% or the Consumer Price Index (CPI) - value whichever is higher.

11.4 The Institut agrees to meet no later than 26 October each year to discuss the pay increase. This discussion will take into account inflationary measures, such as the CPI for the previous 12 months. Any increase would come into effect on 1 January of the following year.

12.5 If the Goethe Institut is unable to grant an increase to remuneration by 1.5% or CPI (whichever is higher) it will provide compensation in form of additional annual leave equal to 50% of the value of CPI. Leave will be granted in the following year only (rounded to the nearest full day).

12 Superannuation

12.1 The Institut will ensure that all employees are fully informed about superannuation arrangements and levels of employer contributions immediately on commencement or recommencement of employment.

12.2 It is agreed that, from the first pay period after commencement of this agreement, the superannuation employer contribution will be 10% of the employee's ordinary time earnings (OTE).

12.3 Employees will have the option of directing the Institut to contribute their superannuation contributions to the First State Super Trustee Corporation or an approved superannuation fund in accordance with the superannuation choice arrangements in the Superannuation Guarantee (Administration) Act 1992 (SGAA).

12.4 The parties agree that where contributions are required to be made by the Institut, these contributions shall be no less than the contribution specified in this agreement or that attributed in employer contributions for an individual employee under the provisions of the SGAA, whichever is greater.

13 Personal Leave

13.1 The circumstances in which personal leave may be granted include, but are not limited to, the following:

- (1) Where the employee is unfit for duty to illness or injury, or
- (2) Where an employee needs to care for a member of their family or household who is ill or injured, or in the case of an emergency affecting a family or household member, or
- (3) To allow an employee to attend to an urgent or compelling matter e.g. moving house,
- (4) In conjunction with bereavement leave where appropriate, or
- (5) In conjunction with parental leave where appropriate.

13.2 Accrual rate

(1) On engagement ongoing employees will be credited with paid personal leave of 25 days. After the first 12 months of service paid personal leave will accrue and be credited monthly at the rate of 25 days per annum.

(2) Non-ongoing employees will accrue three days paid personal leave after their first month of service and two days paid personal leave after each further month of service until they reach a maximum of 25 days in the first 12 months of service. After the first 12 months of service paid personal leave will accrue and be credited monthly at the rate of 25 days per annum.

(3) Part time employees will accrue leave on a pro-rata basis consistent with the terms of either 14.2 (1) or 14.2 (2), as appropriate.

13.3 Employees are required to apply for leave. In all cases of planned leave such application should be forwarded to the employee's supervisor. The employee must ensure that the leave has been approved before that leave is taken. Where on a particular day an employee wants to utilise unplanned leave, they are required to notify their supervisor within one hour of the scheduled starting time or if this is not possible, as soon as practicable, which may be before the scheduled starting time.

13.4 Sick Leave

Sick leave may be taken if an employee is unable to work due to illness or injury; a medical certificate (from a registered health practitioner, as provided under the *Fair Work Act 2009* and associated regulations) or other evidence (including statutory declaration) is required where an employee is absent for more than three consecutive working days.

13.5 Carer's leave

Employees are entitled to access up to 10 working days of personal (carer's) leave without a medical certificate in an accrual year. Where entitlements are available, employees may be granted five consecutive working days of personal leave for caring purposes on any one occasion unless there are exceptional circumstances requiring an extension. Where an employee has accessed the maximum period of 10 days personal (carer's) leave without a medical certificate in an accrual year, he or she will be required to provide medical certificates or other evidence (including statutory declarations) to explain any further period of personal (carer's) leave.

Employees are entitled to two (2) unpaid days per occurrence for carers leave. This form of leave may be accessed where paid leave has been exhausted.

13.6 Miscellaneous leave with pay

The intention of miscellaneous leave is to provide flexibility for authorised leave to be taken for a variety of purposes. Where leave is refused, the employer will advise the employee in writing of the reasons for the decisions. An employee will only have to provide appropriate documentation if requested, provided adequate notice is given. Circumstances in which miscellaneous leave with pay may be granted by the employer include, but are not limited to, the following

(1) Study leave

Upon application, study leave may be granted to employees at the discretion of the management.

(2) Bereavement leave

Management will approve up to two days paid leave, comprising one or more periods of paid leave, for an employee on the death of a person with whom the employee had a close relationship. Two further days of paid personal leave may be granted if a trip outside Australia is required in this situation. Bereavement leave can be used in conjunction with other forms of leave.

(3) Compassionate leave

The employer will approve paid leave for up to two days, comprising one or more periods of paid leave, for an employee where a member of their family or household has suffered an injury or illness that represents a serious threat to his or her life.

(4) Jury Duty

Civic duties in court may be attended during working hours. If any compensation is paid this is to be passed on to the Employer.

- (5) Other miscellaneous leave e.g. witness leave and attendance in industrial proceedings, blood donor and vaccination leave, participation in State Emergency Service activities

14 Maternity and Adoption Leave

- 14.1 An employee after 12 months service will be entitled to 14 weeks paid maternity leave. All periods of maternity leave will count as service.
- 14.2 An employee is entitled to 14 weeks paid parental leave upon the adoption of a child, to count as service, the leave to be accessible on the same basis as maternity leave.
- 14.3 All employees may elect in advance to take paid maternity leave at half pay and extend that leave up to a maximum of 28 weeks. Any period of maternity leave in excess of 14 weeks does not count as service.
- 14.4 Leave in accordance with clause 15.1, 15.2 or clause 15.3 will form part of the period of any parental leave that the Institut is required to grant to the employee under the Fair Work Act 2009 (Cth)
- 14.5 Leave in accordance with clause 15.1, 15.2 or clause 15.3 is in addition to the period of any parental leave that the Institut is required to grant to the employee under the Paid Parental Leave Act 2010, in accordance with 99A of that act.
- 14.6 In relation to the application of this maternity leave entitlement not specifically covered in this agreement, the parties agree to be guided by the provisions of the Maternity Leave (Commonwealth Employees) Act 1973.

15 Parental Leave

- 15.1 Notwithstanding the provisions at clause 13.4 of this agreement, an employee will, on application, be granted unpaid leave for a period of up to 2 years following the birth or adoption of a child.
- 15.2 An employee returning to work after leave granted following the birth or adoption of a child will, on application by the employee, be given access to part-time employment for a period of up to 5 years.
- 15.3 Paid supporting partner leave of up to six weeks will be granted upon application.
- 15.4 Access to flexible working arrangements is essential to allow carers to balance their work and caring responsibilities. Therefore employees with caring responsibilities should have access to work life balance provisions which should be expressed as an entitlement, require that an appropriate reason may be provided to the employee if an application is denied and where denied, include consideration by the relevant manager and/or supervisor of alternatives that may address the employee's caring responsibilities.

16 Annual Leave

- 16.1 Employees are entitled to 21 days paid recreation leave in 2011, increasing by 1 day per year up to 25 days per year.
- 16.2 Recreation leave is credited on a pro rata monthly basis for each full month worked. This applies respectively in the following years. Employees may, with approval, use recreation leave any time after it has been credited. Any untaken leave accumulates from year to year, and is payable on termination.
- 16.3 It is expected that recreation leave will generally be taken as it accrues each year. An employee's balance of recreation leave entitlements must be no more than 50 days. By 1 February each year the Institut will inform employees who are likely to exceed 50 days credit at 30 June. These employees, in consultation with their manager, have until 30

June to use any leave in excess of 50 days, otherwise they will be deemed to be on recreation leave until their credit is reduced to 50 days.

17 Annual Leave Loading

- 17.1 Salary for the duration of recreation leave is paid prior to its commencement, including an annual leave loading of 17.5%. Annual leave loading will be paid on the request of the employee when taking leave during the year or with the November salary at the latest.
 - 17.2 An employee and the Institut may agree to defer payment of the annual leave loading in respect of single day absences, until at least five consecutive annual leave days are taken.
 - 17.3 The loading is to be calculated in relation to any period of annual leave to which the employee becomes entitled under the Salary Matrix or, where such a holiday is given and taken in separate periods, then in relation to each such separate period
 - 17.4 The loading is the amount payable for the period or the separate period, as the case may be, stated in sub clause 16.3 at the rate per week of 17 ½ per cent of the appropriate ordinary weekly time rate of pay prescribed by the Salary Matrix (as attached) for the classification in which the employee was employed immediately before commencing his/her annual holiday.
 - 17.5 Where an employee is terminated by the employer for a cause other than misconduct, in addition to being paid in lieu of unused accrued recreation leave in accordance with clause 15.1, they shall also receive a payment in lieu of any outstanding leave loading.
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18 Community Service Leave

- 18.1 Where leave with pay is not granted, employees are entitled to be absent from work without pay to participate in eligible community services in accordance with Division 8 of Part 2-3 of Chapter 2 of the *Fair Work Act 2009*.
 - 18.2 Where leave with pay is not granted, the Institut may grant a reasonable amount of leave without pay to undertake other community volunteering for organisations registered with Volunteering Australia.
 - 18.3 Community Service work must not:
 - (1) Involve any payment in cash or kind to the employees for work performed;
 - (2) replace a paid worker;
 - (3) generally be undertaken solely for direct personal benefit;
 - (4) be work which does not have a community focus;
 - (5) present a conflict of interest for the Institut; or
 - (6) be primarily focused on promoting particular religious or political views.
-

19 Leave Without Pay

- 19.1 Leave without pay may be granted if approved by management. Entitlements do not continue to accrue during unpaid leave, previously acquired entitlements remain unchanged.
 - 19.2 The employee may take leave without pay also for the purpose of rendering care and assistance to other persons. The employee will inform the Institut without delay of his/her intention to take leave without pay, and of the prospective duration of absence. In the event of the employee being unable to provide prior notice due to unforeseen
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circumstances, the employee must inform the Institut of the relevant details at the first possible opportunity on the day of his/her absence.

20 Long Service Leave

- 20.1 The employees of the Institut are entitled to 3 months Long Service Leave after 10 years service with the Institut. Long Service Leave will accrue at the rate of 6.5 days per year. After five years of service Long Service Leave may be taken on a pro-rata basis.
- 20.2 The rate of salary paid during periods of Long Service Leave will be the salary payable to the employee immediately prior to taking Long Service Leave.
- 20.3 After 12 months service, accruals towards a Long Service Leave entitlement will be paid out in the event of any involuntary separation from the Institut (such as by redundancy or death).
- 20.4 An employee will be entitled to take a period of Long Service Leave at half pay and extend the period of leave taken by an equivalent amount.
- 20.5 In relation to the application of this long service leave entitlement not specifically covered in this agreement, the parties agree to be guided by the provisions of the Long Service Leave (Commonwealth Employees) Act 1976 or Regulations made under that Act.

21 Public Holidays

- 21.1 The regulations of the Institut apply.
- 21.2 Additional days, including half days, may be observed as public holidays in a State or Territory when:
 - (1) Those days are declared and gazetted under State or Territory law; and
 - (2) They are observed by the whole of the community in that State or Territory, or relevant part of the State or Territory, provided that the number of public holidays that can be observed by Goethe Institut employees in any locality may not exceed 13 days in total per year.
- 21.3 Where:
 - (1) New Year's Day or Australia Day falls on a Saturday or Sunday, the following Monday will be observed as New Year's Day or Australia Day respectively;
 - (2) ANZAC Day falls on a Saturday or Sunday, the following Monday will be observed as ANZAC Day, except in Victoria;
 - (3) Christmas Day falls on a Saturday or Sunday, the following Monday and Tuesday will be observed as Christmas Day and Boxing Day respectively;
 - (4) Boxing Day falls on a Saturday, the following Monday will be observed as Boxing Day and the Saturday and/or Sunday will be deemed not to be holidays.

22 Termination of Employment

- 22.1 Termination of Employment during probation period

During the probation period of three months, either party may terminate the employment relationship with one week's notice at any time and without reason.
- 22.2 Resignation

Unless a lesser period is agreed by the parties, an employee may terminate their employment by giving written notice of at least four weeks.
- 22.3 Termination of Employment by the Institut

The Institut may terminate an employment under the circumstances listed below:

(1) Termination of employment due to unsatisfactory performance

The Institut may issue notice of termination of employment due to unsatisfactory performance under the following conditions:

- (1) If the employer has reasons to express dissatisfaction with an employee's performance the director should express his/her dissatisfaction in writing.
- (2) Should, after a reasonable period of counselling and coaching (a minimum of 8 weeks) an employee's performance still be deemed unsatisfactory, he/she will be issued a formal written warning.

The warning will set out:

- details of the required standards or duties the employee has been assigned and how the employee has failed to meet those standards
- details of how the employee's performance will be assessed, including a timeframe for assessment.

- (3) The staff representative and/or a person agreed on by the Director and the Staff Representative will then conduct regular assessments of the employee's work performance once a fortnight over a period of 8 weeks. The assessor will circulate a paper summarising agreed outcomes within 24 hours of each assessment meeting. Each party should confirm these outcomes by signing and returning this paper to the assessor.
- (4) If the employee is assessed as not having met the required standard, the assessor will report this finding to the Director. The Director will advise the employee of the finding and may issue a notice of termination.

(2) Termination of Employment due to mental or physical incapacity, unless an employee agrees otherwise, termination of employment due to inability to discharge the inherent requirements of their position because of physical or mental incapacity takes effect on the later of

- (1) Twelve weeks after the day on which the notice is given to the employer (as required by the Fair Work Act 2009), or
- (2) On the day paid personal leave credits are exhausted,

(3) Termination for Misconduct

The Institut may terminate the employment relationship without the prescribed notice or payment in accord with s123 of the *Fair Work Act* if the employee:

- (1) has committed a serious breach of duty
- (2) is guilty of grave negligence in the course of his/her duties, or
- (3) is found guilty of a criminal offence meaning that the employee is unable to perform the inherent requirements of the job; except such an offence which has, in the considered judgement of the Institut, no bearing on the position of the employee in the services of the Institut.

22.4 Notice of termination

Any notice must be in written form and must be delivered personally to the other party or sent by franked mail to the most recent known address of the recipient. Any notice is considered as delivered three days after posting by franked mail. The Institut may issue a standard notice of termination, which includes payment in lieu of keeping the prescribed period of notice.

22.5 Payment in lieu of Notice

- (1) Where the management indicates, or both parties agree on, a termination date within the notice period, the employee's employment will terminate on that date. The employee will be paid compensation for the unexpired portion of the notice period. Compensation for this purpose is calculated as any payments an employee would have received during the unexpired period of notice had the employment not been terminated.
- (2) Where the employee indicates a termination date within the notice period that is not agreed by management, the employee's employment will terminate on that date, without payment of compensation for the unexpired portion of the notice period.

23 Redundancy

23.1 Termination in Exceptional Circumstances

Consistent with the Change Management provisions of this agreement where an individual's employment is to be terminated for operational reasons, the employee shall be entitled to the redundancy provisions of this agreement. The parties agree that operational reasons which can give rise to the employment relationship being ended will only be genuine in the following circumstances:

- (1) the Institut is dissolved or
- (2) the employee is substantively at a level where there are a greater number of employees than is necessary for the efficient and economical working of the Institut; or
- (3) the services of the employee cannot be effectively used because of technological or other changes in the work methods of the agency or changes in the nature, extent or organisation of the functions of the Institut; or
- (4) the duties are to be performed at a different locality and the employee is not willing to transfer to the different locality.

23.2 Where employment of an eligible employee is terminated, the period of notice will be four weeks: in the case of an employee over 45 years of age with at least two years continuous service the period of notice will be five weeks.

23.3 Payment in lieu of notice

- (1) Where the management indicates, or both parties agree on, a termination date within the notice period; the employee's employment will terminate on that date. The employee will be paid compensation for the unexpired portion of the notice period. Compensation for this purpose is calculated as any payments an employee would have received during the unexpected period of notice had the employment not been terminated.
- (2) Where the employee indicates a termination date within the notice period that is not agreed by management, the employee's employment will terminate on that date, without payment of compensation for the unexpected portion of the notice period.

23.4 For eligible employees, the redundancy provisions of this agreement will apply.

23.5 Entitlement

- (1) Entitlement will be paid in accordance to the following guidelines:

Less than one year of employment without interruption	nil
Longer than one year, but less than two years	four weeks salary
Longer than two years, but less than three years	seven weeks salary
Longer than three years, but less than four years	ten weeks salary
Longer than four years, but less than five years	twelve weeks salary
Longer than five years, but less than six years	fourteen weeks salary
Six to eight years	sixteen weeks salary

Beyond eight years, an employee will be entitled a sum equal to a further two weeks salary for each completed year of continuous service, plus a pro rata payment for completed months of service since the last completed year of service.

The maximum sum payable as redundancy pay on termination will be equivalent to 48 weeks salary.

The payment increases by 25% if the employee is 45 years of age or older.

- (2) Entitlement will be paid on a pro rata basis where the employee has worked part-time hours during the period of service and the employee has less than 24 years of full-time service.
- (3) An employee will be entitled to reasonable time off with full pay to attend necessary employment interviews, from the date the period of notice commences.

24 Confidential Information

Employees are obliged to observe confidentiality in their dealings with any person in regard to any matter which may be considered confidential in the course of their duties, even after their employment is terminated.

25 Intellectual Property and Products

Each and every discovery, invention, procedure or procedural improvement, which is subject to trade secrecy and which is made or discovered by the employee during his/her employment must be disclosed to and becomes the property of the Institut if it relates to, affects, or is discovered in the course of its activities.

26 Disclosure of External Interests

- 26.1 During his/her employment with the Institut the employee is not permitted to engage in any activities, enterprises or businesses which may be furthered by his/her employment with the Institut or may be detrimental to the fulfilment of his/her duties under this agreement.
- 26.2 Upon commencement of employment and after that if the Institut demands it, the employee will disclose in writing any activity, enterprise or business which may have the effect described in subsection 21.1, irrespective of the level of his/her involvement.

27 Anti-discrimination

The Institut is an organisation which values fairness, equity and diversity. Consistent with that aim, the Institut is committed to preventing and eliminating discrimination on the

basis of race, colour, gender, sexual orientation, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, country of origin, membership of an employee organisation or social origin.

28 Return of Property

Upon termination of employment, irrespective of who effected the termination and irrespective of the reasons for it, the employee will return all property belonging to the Institut, which may include:

- (1) all relevant materials, including notes and programs which relate to current or past work duties,
 - (2) all equipment, software, handbooks and literature,
 - (3) all keys which allow access to the premises of the Institut, the premises of clients or partners of the Institut.
-

29 Dispute Resolution

29.1 If a dispute relates to:

- (1) a matter arising under the agreement; or
- (2) the National Employment Standards;

this term sets out procedure to settle the dispute.

29.2 An employee who is party to the dispute may appoint a representative for the purposes of the procedures in this term.

29.3 In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the employee or employees and relevant supervisors and/or management.

29.4 If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to Fair Work Australia.

29.5 Fair Work Australia may deal with the dispute in 2 stages:

- (1) Fair Work Australia will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
- (2) If Fair Work Australia is unable to resolve the dispute at the first stage, Fair Work Australia may then:

- (1) Arbitrate the dispute, and
- (2) Make a determination that is binding on the parties.

29.6 While the parties are trying to resolve the dispute using the procedures in this term:

- (1) an employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
- (2) an employee must comply with a direction given by the employer to perform other available work at the same workplace, or at another workplace, unless:

- (1) the work is not safe; or
- (2) applicable occupational health and safety legislation would not permit the work to be performed; or
- (3) the work is not appropriate for the employee to perform; or
- (4) the direction to perform other available work at the same workplace, or at another workplace is intrinsic to the subject of the dispute
- (5) there are other reasonable grounds for the employee to refuse to comply with the direction.

29.7 The parties to the dispute agree to be bound by a decision made by Fair Work Australia in accordance with this term.

30 Relationship of this Agreement to Acts, Awards and other Goethe Conditions of Employment

To the extent it is applicable by operation of law, this agreement operates in conjunction with the Goethe-Institut regulations, including the „Ortskraefte-Statuts“ (statute for locally employed staff). This agreement overrides the Goethe-Institut regulations to the extent of any inconsistency.

This agreement displaces the Clerical and Administrative Employees (State) Award in respect to employees located in NSW and displaces the Adult and Community Education Professional Administrative Clerical Computing and Technical (PACCT) Award 1999 in respect to employees located in Victoria, as well as any Modern Awards held to cover employees of Goethe in future.

The parties acknowledge that Federal and State Laws covering workplace relations, superannuation, workers compensation, occupational health and safety, sexual discrimination and disability discrimination will have application to the employment of persons by the Goethe Institut.


31 SIGNATURES

By signing below, the employer and organisations bound by this Agreement signal their agreement to its terms.

Klaus Krischok
Director
Goethe Institut



Alistair Waters
Deputy National President
Community and Public Sector Union



Appendices

- A Flexitime
- B Salary Matrix
- C Principles of personnel development: Goethe-Institut Australia

Flexitime Regulations - Goethe-Institut Australia

Managers and supervisors are responsible for the management of employee workloads and working hours to minimise the need for employees to build up excessive flexi credits that are unable to be reduced within the flexitime agreement. This will require the managers and supervisors to monitor the working hours and flexi credit balances of employees.

Flexitime is available to all employees up to and including the GIE-02 classification level, for BAT-employees TVöD Entgeltgruppe 9 respectively.

These regulations form part of the Agreement.

1. The Flexitime System

"Flexible working hours" means that employees can organise their working time freely within the limits of the core and working hours, and flexi-credits. Employees are required to be on duty during the core hours (ref. § 3). Departments should ensure that during opening hours one staff member is on duty in the respective department.

The current opening hours are:

Monday – Thursday	9:00am to 5:00pm
Friday	9:00am to 3:00pm

2. Working Hours

The general working hours define the span within which the employee may work. Core hours fall within these general working hours of 8.00 am -7.00 pm. However, different hours of work can be specified for individual positions, as agreed between management and the employee involved.

The weekly hours of work for Local Employees are 38 hours, for TVöD employees 39 hours, pro rata for part-time employees. An employee should generally work not more than 10 hours per day (excluding meal breaks).

For part-time employees, standard days may be mutually agreed and amended from time to time. Despite any agreement on standard days, flexitime for public holidays is calculated as if the employee would work 5 days per week.

Example: Flexi-credits for a public holiday or a day of personal leave for an employee in an 0.5 position are 3 hours and 50 minutes per day, even if the employee would normally work longer hours on that day. At the same time, the employee also receives the above amount of flexi-credit if a public holiday falls on a day which is normally not a standard working day for this particular employee.

3. Core Hours

Except for their lunch break, full-time employees are expected to be on duty during the following core hours:

Monday – Thursday	10.00am – 4.00pm
Friday	10.00am – 2.00pm

4. Flexible Hours

Non core flexible hours are:

Monday – Thursday	8.00am – 10.00am 4.00pm – 7.00pm
Friday	8.00am – 10.00am 2.00pm – 7.00pm

5. Flexi Credits

The maximum flexi credit that can be carried from one month to the next is 24 hours for full-time employees, or pro rata for part-time employees.

Overtime regulations and written approval by the respective departmental manager apply to any excess flexi-credit.

Flexi-credits should be reduced by taking time off within the quarter in which the flexi-credits were incurred. Any application for time off is subject to approval by the Institut's management.

The maximum number of days of flexi credit that can be taken consecutively is 24 hours for full-time employees and a pro rata amount for part-time employees. Any deviation from this rule - under exceptional circumstances only - must be negotiated with the Institut's management.

6. Timekeeping Records

Each employee will record his/her hours worked in a time sheet.

7. Business lunches

Official lunches are considered to be working time, less of 30 minutes calculated for the normal lunch break.

APPENDIX B

Salary Matrix 2011 Goethe-Institut Australien
 Wages in AUD (not incl. Holiday Leave Loading und
 Superannuation

incl. 2,8% Inflation (CPI Sept.2010, www.abs.gov.au 27.10.2010)

Level	Positions	2011		2011		2011	
		less 5 years	monthly	5-10 years	monthly	10-15 years	monthly
GW-01	Caretaker/Technician Sydney	49.979,51	3.664,96	47.277,50	3.939,79	50.575,54	4.214,63
GW-02	Caretaker/Technician/Receptionist/Security /IT	47.509,30	3.959,11	51.071,38	4.255,95	54.584,64	4.552,88
GIO-01	PA, Accounting Assistant	43.129,75	3.599,15	45.428,04	3.869,07	49.067,99	4.138,99
GIO-02	SB Sprache	49.977,23	4.164,77	53.724,73	4.477,06	57.472,22	4.789,35
GIO-03	SB I&B	46.277,68	3.856,47	53.694,55	4.974,55	59.658,03	5.321,52
GIO-04	Web/IT, SB Programm, SB BK	60.435,65	5.038,80	65.000,15	5.416,68	69.554,34	5.794,55
GIE-01	Teacher with Special Duties, Head of I&B, Head of Administration Melbourne	67.253,13	6.604,43	72.293,06	6.024,67	77.540,05	6.445,01
GIE-02	Language Coordinator, Head of Administration Sydney, Language Consultant	71.571,53	6.964,30	73.939,73	6.411,64	84.095,76	7.007,98

Anwendungsrichtlinien

- Die Eingruppierung in die jeweilige Vergütungsgruppe erfolgt aufgrund der von den MitarbeiterInnen nachgewiesenen Qualifikationen und Erfahrungen. Im Goethe-Institut oder bei anderen vergleichbaren Arbeitgebern zurückgelegte, berufsrelevante Vordienstzeiten können bei der Eingruppierung anerkannt werden. Eingruppierung sowie Höhergruppierung müssen von der Zentralverwaltung, Bereich 512-Personalrecht (Ortskräfte) genehmigt werden.
- Aufsteigen innerhalb der gleichen Gruppe im 5 jährigen Rhythmus auf das nächste Level

3. Die Mitarbeiter haben Anspruch auf 21 Urlaubstage je Arbeitsjahr. Die Anzahl der Urlaubstage erhöhen sich um ein Tag pro Jahr bis max. 25 Tage. Auf das anteilige Gehalt wird ein Urlaubsgeld von 17,5% gezahlt

4. Die Auszahlung des Gehaltes erfolgt einmal monatlich zum 15.d.M (max.12 Zahlmonate pro Jahr)

5. Die durchschnittliche wöchentliche Arbeitszeit beträgt derzeit 38 Stunden.

Bestätigungsvermerk des Regionalinstitutes

Die Ortsüblichkeit und Angemessenheit der vorgesehenen Vergütungen sind überprüft worden.

Vergütungsanpassungen und Inflationsausgleich können nur vorgenommen werden im Rahmen des verfügbaren Budgets und nach Genehmigung des RI sowie der Zentrale, Ber. 512.

conditions

On commencing employment each employee will be classified into a remuneration group as foreseen by the job announcement considering qualification and experience. Each classification and increases are subject to approval by Goethe-Institut head office in Munich.

An employee's salary is increased by one level of seniority every 5 years up . Any related job experience

may be taken into account when the staff member is first employed. One level of seniority may be granted for each five years of uninterrupted service which Goethe-Institut regards as relevant experience

recreational leave: 21 days per annum 2011; incremental

increase of 1 day per year to the max. of 25 days ; annual

leave loading 17,5%

working hours: in a full-time position currently 38 working hours per week

Bestätigungsvermerk der Auslandsvertretung

Dieses Vergütungsschema des GI Sydney entspricht der Ortsüblichkeit. Die eingesetzten Beträge sind angemessen und basieren auf Recherchen des GI und der Botschaft.

gez.

Jan Peter Münch

Deutsche Botschaft Canberra

APPENDIX C

Principles of personnel development: Goethe-Institut Australia

A. Goethe-Institut offers the opportunity to participate in selected personnel development (PD) measures to all employees.

Participation in these activities is determined by the following factors, including:

1. The employee's training is related to his or her current job description
2. It supports the development of the employee's professional and personal potential, with a view to accommodating possible future changes to the job description.
3. It is determined through a "bottom-up" as well as in a "top-down" process.

B. Measures are defined as follows:

1. Local PD measures
2. PD measures supported by the SAN region's budget
3. PD measures following an invitation of head office

C. Whether employees can participate will be determined as follows:

1. Requests and projected outcomes of PD activities can be determined throughout the year as part of annual or other employee interviews.
2. The director of the Institut calls on the heads of department to collect their staff's training requests and projected outcomes. This usually happens in September.

3. The departments consult internally and pass their training requests on to the director of the Institut.
4. The director of the Institut collates the final list in consultation with departmental heads and staff representatives.
5. The Institut applies for the participation in planned PD measures by passing on the consolidated list to the regional director, or individual applications to the regional Institut.
6. Regional management approves or rejects the consolidated list and/or individual applications and notifies the director of the Institut.
7. In all cases, the director of the Institut decides on whether the employee is available for the proposed PD measure: Even a measure that has already been approved and endorsed must be in line with the Institut's current operations.
8. The application and authorisation lists are made available by the administrator for all employees to see.
9. In addition, the administrator maintains a list of all development measures for each employee.

D. For Australia/SAN, the process is based on the following experience:

1. Local measures: In consultation with the regional director, a yearly budget is available to GI Australia, which shortens the application process. For approval, employees informally forward their requests to the director of the Institut through their respective departmental head.
2. The call for PD planning is usually made in September, and a survey of actual PD activities / participation for the following year should be available in December.
3. Invitations by head office are subject to the same procedure: support by the Institut, approval by the regional management, clarification of employee's availability.
4. For PD activities abroad: Due to the extended travelling time from Australia, it is advisable to give the employee the opportunity to take up to five days of leave along with a five-day mission, in line with the Federal Travel Act (Bundesreisekostengesetz).
5. The staff representatives have the right of consultation in all employee issues.
6. Principles of operational necessity, fairness and development of potential are the basis of all decisions. This is especially true for PD measures abroad.

ANNEXURE A


UNDERTAKING BY GOETHE INSTITUT SYDNEY

AG2011/7472 - Goethe-Institut Union Collective Agreement 2011-2015

The Goethe-Institut ('the employer') undertakes the following:

1. Clause 5 of the Agreement is to be of no effect and is to be replaced by the model clause in Schedule 2.2 (regulation 2.08) of the *Fair Work Regulations 2009*;
2. The employer acknowledges and guarantees the application of the National Employment Standards for all employees (whether or not the subject of this Agreement), working in Australia, with immediate effect.

Sydney, 06 of July 2011

A handwritten signature in black ink, appearing to read 'Marina Shine', is written over a horizontal line. The signature is stylized and includes a large, looped initial 'S'.

Signed for and on behalf of Goethe-Institut Sydney

Name: Marina Shine

Position: Deputy Director