



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

UWS Enterprises Pty Ltd T/A Western Sydney University, The College
(AG2016/6807)

WESTERN SYDNEY UNIVERSITY, THE COLLEGE ENTERPRISE AGREEMENT 2016

Educational services

COMMISSIONER GREGORY

MELBOURNE, 29 DECEMBER 2016

Application for approval of the Western Sydney University, The College Enterprise Agreement 2016.

[1] An application has been made for approval of an enterprise agreement known as the *Western Sydney University, The College Enterprise Agreement 2016* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by UWS Enterprises Pty Ltd T/A Western Sydney University, The College. The Agreement is a single enterprise agreement.

[2] The Applicant has provided written undertakings. A copy of the undertakings is attached in Annexure A. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement.

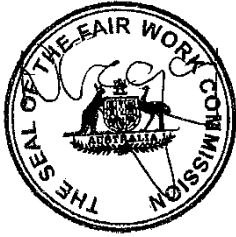
[3] Subject to the undertakings referred to above, I am satisfied that each of the requirements of ss.186, 187, 188 and 190 as are relevant to this application for approval have been met.

[4] The application was not lodged within 14 days after the agreement was made. Pursuant to s.185(3)(b), in all the circumstances I consider it fair to extend the time for making the application to the date it was actually made.

[5] Pursuant to s.205(2) of the Act, the model consultation term prescribed by the *Fair Work Regulations 2009* is taken to be a term of the Agreement.

[6] The Independent Education Union of Australia, CPSU, the Community and Public Sector Union and National Tertiary Education Industry Union being bargaining representatives for the Agreement, have given notice under s.183 of the Act that it wants the Agreement to cover them. In accordance with s.201(2) I note that the Agreement covers the organisations.

[7] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 5 January 2017. The nominal expiry date of the Agreement is 4 January 2020.



COMMISSIONER

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WESTERN SYDNEY
UNIVERSITY



The College

Undertakings under section 190 of the Fair Work Act 2009 (Cth)
Western Sydney University, The College Enterprise Agreement 2016
AG2016/6807

In accordance with section 190 of the Fair Work Act 2009 (Cth) (the Act), Western Sydney University, The College (The College) undertakes the following whilst the Agreement is in operation:

1. Clause 16.96 – Emergency Services Leave
Unpaid emergency services leave will be provided in accordance with the National Employment Standards.
2. Clause 24.6 – Redundancy
Redundancy entitlements will be no less beneficial than as provided for in the National Employment Standards.

All references to legislation in these undertakings are references to the relevant provisions of the legislation as amended or replaced.

Signed on behalf of Western Sydney University, The College by its representative:

Andrew Dawkins
Chief Executive Officer
Building U11, Nirimba Education Precinct
Quakers Hill Parkway, Blacktown NSW 2148
Date: 19 December 2016

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 the agreement.

WESTERN SYDNEY
UNIVERSITY



The College

Note - the model consultation term is taken to be a term of this agreement and can be found at the end of the agreement.

The College Enterprise Agreement 2016

1 Title

This Agreement will be known as the Western Sydney University, The College Enterprise Agreement 2016.

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3 Application and operation

- 3.1 This Agreement has been negotiated by and is binding upon:
- **UWS Enterprises Pty Limited trading as Western Sydney University, The College (the College)**
 - The National Tertiary Education Industry Union (NTEU)
 - Independent Education Union (IEU), and
 - Community and Public Sector Union (CPSU).
- 3.2 This Agreement applies to all staff of the College excluding:
- a. any teachers employed to deliver training via the College's Registered Training Organisation.
 - b. management positions in Levels 4, and 5 as outlined in Schedule D.
- 3.3 The following provisions do not apply to professional staff covered by this Agreement:
- c. Casual employment (clause 9.20)
 - d. Sessional casuals (clause 9.24)
 - e. Face-to-face teaching hours (clause 12.11 and 12.12)
 - f. Teaching staff progression (clause 19), and
 - g. Schedules A and B.
- This coverage will continue either until the expiry of this Agreement or until the terms and conditions are replaced by a separate agreement applying only to professional staff.
- 3.4 Where there is an inconsistency between the main body and any Schedule to this Agreement, the Schedule will, to the extent of the inconsistency, prevail.
- 3.5 This Agreement will take effect seven days after approval by the Fair Work Commission and will have a nominal expiry date that is three (3) years from the date it takes effect. The Agreement will continue in operation after the nominal expiry date until the finalisation of a subsequent agreement or until otherwise varied or terminated in accordance with the *Fair Work Act 2009* (Cth).
- 3.6 Negotiations for a replacement agreement shall begin no later than 90 days before the nominal expiry date of this Agreement.
- 3.7 This Agreement excludes and wholly displaces all Awards and agreements that would otherwise apply to any staff covered by this Agreement.
- 3.8 Copies of this Agreement will be made available to all staff. New staff members will be provided with a copy of this Agreement upon commencement or will be advised where to access a copy of this Agreement.

4 Definitions

- 4.1 **'Act'** means the *Fair Work Act 2009* (Cth) (as amended or replaced from time to time).
- 4.2 **'Agreement'** means the Western Sydney University, The College Enterprise Agreement 2016.
- 4.3 **'Assistant Coordinator'** means a staff member who, in addition to the duties defined for a teacher, is assigned some minor coordinating activities.
- 4.4 **'Base rate'** means hourly rate of pay for casual staff and the weekly rate of pay for permanent staff as provided in Schedules A, B and C to this agreement.
- 4.5 **'Casual sessional teacher'** means a casual teacher who is employed on a term by term basis for a nominated number of hours.
- 4.6 **'Casual short-term/relief teacher'** means a casual teacher who is engaged by the hour as required by the College.
- 4.7 **'Chief Executive Officer'** means the Chief Executive Officer of Western Sydney University, The College (CEO).
- 4.8 **'Consultation'** means a process in which the parties exchange information about a matter or issue and, if either party requests, hold discussions to explain points of view. Consultation does not mean or require that agreement will be reached. However, consultation does require that the views of the staff members who may be affected by the change must be considered before a decision is made by the College.
- 4.9 **'Teaching load definition'** "teaching load" incorporates education delivery (all modes) including scheduled classes, workshops, laboratories, tours and excursions, and contributing to discussion boards. For the purpose of this definition "online classes" and the "real time digital delivery" of teaching will, for all purposes, be equal to face to face delivery.
- Teaching load does not include time spent in course preparation, marking, consultation, providing student support/guidance and administration duties
- 4.10 **'Continuous service'** means a period of employment under an unbroken contract of employment (or an unbroken series of continuous contracts) with the combined period of service being with **UWS Enterprises, UWS College** and its antecedent companies including Sydney West International College, Linkwest Ltd, Linkwest Commercial Services, Macarthur English Language Centre, Macsearch Limited, UWS Nepean, UWS English Language Centre, UWS Macarthur Commercial Services and Western Sydney University including periods of paid and unpaid leave.
- 4.11 **'Coordinator'** means a staff member who, in addition to the duties defined for a teacher, is assigned responsibilities which may include **some or all** of the following duties for one or more courses or activities: coordination or teaching related activities; supervision including related administrative duties; preparation and design of course structure and syllabus; auditing syllabus across similar offerings of the College; allocation of teaching duties; timetabling; in-service teacher training and consultation; student selection; academic counselling; and other associated duties as required.
- 4.12 **'Full-time'** means any staff member (other than a casual or sessional teacher) who works 35 ordinary hours per week.

- 4.13 **'Immediate family members'** means the biological, adoptive, fostering, and step relationships including parents, grandparents, brother, sister, child, grandchild, partner, (married or de facto, same sex, opposite sex, current or former partner) and their parents, grandparents, brother, sister, child or grandchild.
- 4.14 **'Ordinary hours'** are the hours specified as ordinary hours of work as governed by this Agreement.
- 4.15 **'Part-time'** means employment on a continuing or fixed-term basis for a stated proportion of full-time employment.
- 4.16 **'Parties'** means the staff members, the College and the unions bound by this Agreement.
- 4.17 **'Preparation'** includes, but is not limited to, preparation of classes and other duties associated with program delivery including lesson planning components, assessments and marking.
- 4.18 **'Professional duties'** may involve staff meetings, professional development sessions, material and curriculum development and maintenance, organising events for students.
- 4.19 **'Professional staff'** means a person(s) who has been employed by the College in one of the classifications described in Schedule C and who is not a member of the teaching staff.
- 4.20 **'Proportional calculation'** means the teaching load allocated to a part-time teacher as a proportion of the teaching load usually allocated to a full-time teacher.
- 4.21 **'Representative'** means a person, which may include a union delegate or official (but not a currently practising barrister or solicitor in private practice), chosen by a staff member to provide support and/or make representations on their behalf.
- 4.22 **'Staff member(s)'** means the person employed by The College
- 4.23 **'Teaching staff'** means a staff member(s) engaged to perform a range of duties which includes, but is not limited to: the conduct of classes; consultation; examination setting; curriculum development; coordination of teaching and/or teaching related activities; program management; teacher supervision and associated duties; provision of advice and training of other staff including those in external campuses; assistance in support of external campuses in Australia; and active participation in the corporate interests of The College.
- 4.25 **'Unions'** means the Independent Education Union of Australia NSW/ACT Branch (IEU), the National Tertiary Education Industry Union (NTEU) and the Community and Public Sector Union (CPSU).

5 Employee consultation

- 5.1 The College will form a Joint Consultative Committee (JCC) for the purpose of staff consultation and information sharing, discussion and exchange of views between the College, staff members and their representatives.

The JCC will meet quarterly, but may meet more frequently if necessary.

- 5.2 The JCC will:
- a. meet at least quarterly to monitor and facilitate the implementation of this Agreement

- b. be a forum for discussion of broad human resource policies and procedures, including policy development both existing and new
 - c. promote an open exchange of workplace-related views
 - d. be a forum to share views on significant staff member relations issues, and
 - e. discuss proposed new initiatives.
- 5.3 The JCC will comprise up to five (5) nominees from College management and up to eight (8) staff members of which two will be nominated by each union, two (2) to be elected by staff covered by the terms of this Agreement. As far as practicable, staff representatives will represent a cross section of the College's operations.
- 5.4 The parties recognise the importance of union officers in the implementation of this Agreement. A member of the JCC may invite officers from any of the unions covered by this Agreement to assist in the implementation of the Agreement. Advance notice of the union's attendance must be given to the College in writing at least 48 hours prior to the scheduled meeting.
- 5.5 As part of the College's commitment to maintaining reasonable workloads the JCC will be responsible for investigating all workload review requests which have been made by staff either individually or collectively:
- a. Requests for workload review should be lodged Human Resources who will in turn table the review at the next Committee meeting.
 - b. The Committee will be responsible for reviewing identified staff workload problems at the work unit or occupational category level and reporting to the College, via Human Resources, on the Committee's findings.
 - c. The Committee shall endeavour to reach agreement on its findings before making a recommendation. Circumstances may arise where consensus cannot be reached in which case a recommendation can be made by the majority of members and the dissenting views noted as part of the recommendation.
 - d. Any recommendations of the Committee will be taken to the respective Deputy Deans for consideration.
 - e. Where a recommendation is not approved a formal response will be provided to the JCC.
 - f. Approved recommendations will be implemented as soon as practicable but not later than six months from the date of approval.

6 Employee representation

At any stage where a staff member covered by this Agreement requires assistance regarding their employment conditions, they may choose to nominate a representative, who may or may not be an official of the relevant union.

The College recognises its obligation to, and the benefits arising from ensuring that all staff are treated in a fair, equitable, transparent and non-discriminatory manner at all times and recognises the right of staff to procedural fairness.

7 Commercial context

- 7.1 The College is a wholly-owned entity of Western Sydney University with a separate governance structure which includes a Board of Directors with external representation, compliance under the Australian Corporations legislative regime, and an imperative to make a commercial and reputational contribution to its shareholder.
- 7.2 The College operates in a domestic and international marketplace which is subject to high levels of competition and volatile demand factors which necessitate an organisational structure and flexibility which can rapidly respond to changing market conditions.
- 7.3 In order to remain competitive, the College needs to attract, retain and appropriately reward a core group of quality teaching staff whose capacity and capability can be complemented by casual and sessional teachers from University and within the sector as market fluctuations dictate. It needs to have robust centralised systems and processes to support organisational efficiency and effectiveness, clear accountabilities around agreed key performance indicators, a commitment to staff professional development, and the development of a culture of continuous improvement in all areas.

8 No extra claims

For the period of this Agreement, the College, staff members and the unions that are party to this Agreement agree that they will not pursue industrial action and will not pursue any further claims in relation to matters covered by this Agreement, except as provided for by this Agreement.

9 Types of employment

- 9.1 The College will employ a staff member on terms that correspond with one or other of the types of employment prescribed within this clause.
- 9.2 Upon commencement, the College shall provide a new staff member with a letter of appointment which stipulates the type of employment and:
 - a. for staff members other than casual staff members, the classification, salary and hours of work
 - b. for fixed-term staff members, the term of the employment, or the circumstances or contingency relating to a specific task or project, upon the occurrence of which the term of employment will expire
 - c. for casual staff members, the duties required and the rate of pay, will be provided following commencement, or
 - d. for any staff member subject to a probationary period, the length and term of the probation.

Permanent employment

- 9.3 Permanent employment means employment on a continuous basis with no fixed end date. All employment other than fixed-term employment and casual employment will be permanent employment.
- 9.4 Permanent staff members will either be employed on a full-time basis (i.e. 35 hours per week) or a part-time basis.

Full-time employment

- 9.5 Full-time employment means employment on a permanent or fixed-term basis where the ordinary hours of work are 35 hours per week.

Part-time employment

- 9.6 Part-time employment means employment on a permanent or fixed-term basis for less than 35 hours per week.
- 9.7 All entitlements of a staff member employed on a part-time basis will be paid on a pro-rata basis calculated by reference to the time worked as a proportion of the time worked by a full-time staff member in the same classification.
- 9.8 Where a part-time staff member supplements their income by working additional casual hours with the College, priority should be given at all times to the permanent part-time hours.

Fixed-term employment

- 9.9 Fixed-term employment may be full-time or part-time. Fixed-term employment means employment for a specified term or ascertainable period which is clearly specified at the onset or, in lieu of a finishing date, will specify the circumstance(s) or contingency relating to a specific task or project.
- 9.10 The College is committed to using fixed-term contracts sparingly and will only use fixed-term contracts for the reasons provided for in clause 9.11
- 9.11 Fixed-term employment may be used:
- a. to replace a full-time or part-time staff member for a definable period for which the staff member is either on an authorised leave of absence or is temporarily seconded away from their usual work area
 - b. to perform the duties of a vacant position pending completion of the recruitment and selection process
 - c. to perform the duties of a position the normal occupant of which is performing higher duties pending the outcome of recruitment action
 - d. when establishing a new programs/service that has not been taught and/or performed previously and the prospective need or demand for which is uncertain, or
 - e. to accommodate sudden and unanticipated increases/decreases in enrolments.
- 9.12 Circumstances may arise where it is necessary to extend a fixed-term contract and/or offer a consecutive fixed-term contract. In such event, the College will consult with the staff member concerned. Any extension or consecutive contract shall be in accordance with clause 9.11.
- 9.13 A fixed-term staff member will be entitled to the same terms and conditions of employment as would apply to a permanent staff member, except where specifically excluded by this Agreement.

Termination of Fixed-term Employment

- 9.14 Fixed-term employment is not terminable by the College other than:
- a. during a probationary period in accordance with clause 13 of this Agreement

- b. where the work is no longer required to be undertaken
 - c. for cause based upon unsatisfactory performance or serious misconduct in accordance with Clause 22 of this Agreement.
 - d. where project funding is withdrawn.
- 9.15 Where the employment of a fixed-term Staff Member is terminated prior to the expiry of his or her contract for reasons other than serious misconduct, unsatisfactory performance or during the probationary period, the College will pay the Staff Member the lesser of:
- a. the salary that the Staff Member would have received if they had continued their employment until expiry of the fixed-term contract; or
 - b. an amount equivalent to the number of weeks' severance pay and notice period that would be paid under clause 24.6 of this Agreement if the Staff Member's position was being made redundant provided that any such payment will not be taxed as a bona fide redundancy payment.
- 9.16 In the event a third consecutive contract is granted to a fixed term staff member or a fixed term staff member has worked in excess of three (3) years, an entitlement to severance pay upon cessation or non-renewal will be provided at the rate of two (2) weeks per year of service.

Severance for Fixed Term Staff Members

- 9.17 Staff members on fixed-term contracts are **not** entitled to severance pay at the cessation of the period of employment prescribed in their contract of employment, **unless** as provided for in clauses 9.16 and 9.17.
- 9.18 From the date of approval of this Agreement fixed-term contracts will be limited to two consecutive contracts without creating an entitlement to severance pay provided the period of continuous service is no longer than three years.
- 9.19 In the event a third contract is granted or a staff member has worked in excess of three (3) years, an entitlement to severance pay upon cessation or non-renewal will be provided at the rate of two (2) weeks per year of service.

Casual employment

- 9.20 Casual staff will be engaged for a minimum period of three (3) consecutive hours on any given day (less meal break). The minimum engagement may include teaching and non-teaching duties and casual teachers will be required to remain on site for the full three (3) hours.

For English Language Teachers the 3 hours includes the 15 min preparation time per hour of teaching

Short-term relief

- 9.21 A short-term/relief casual staff member is employed on an hourly basis, and is paid a casual loading, unless otherwise provided for in this clause, of 25% in addition to the hourly rate appropriate to the classification level of the work undertaken, the exception being casual Academic Pathway Programs teachers.
- 9.22 A casual staff member will not ordinarily work during term breaks unless specifically requested to do so by the College.

Sessional casual

- 9.23 Sessional casuals are employed on either a:
- a. term-by-term basis in Academic Pathway Programs and English Programs, or
 - b. course-by-course basis in English Programs (the duration of which will vary).

10 Rates of pay

- 10.1 The rates of pay for all staff are outlined in the Schedules to this Agreement.
- 10.2 The rate of pay for casual staff includes a loading in lieu of Agreement benefits for which a casual staff member is ineligible according to the terms of this Agreement.
- 10.3 The hourly rate for casual professional staff will be the applicable weekly rate for full-time employees divided by 35 plus 25% per hour worked.
- 10.4 A casual teacher will be paid a casual loading of 25% in lieu of all paid leave entitlements.

11 Individual flexibility arrangement

- 11.1 The College and a staff member covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of this Agreement if:
- a. the Agreement deals with salary sacrificing arrangements and/or the advanced payment of annual leave
 - b. the arrangement meets the genuine needs of the College and the staff member in relation to the matter mentioned in paragraph a, and
 - c. it is genuinely agreed to by the College and the staff member.
- 11.2 The College must ensure that the terms of the individual flexibility arrangement:
- a. are about permitted matters under section 172 of the *Fair Work Act 2009*
 - b. are not unlawful terms under section 194 of the *Fair Work Act 2009*, and
 - c. result in the staff member being better off overall than the staff member would be if no arrangement was made.
- 11.3 The College must ensure that the individual flexibility arrangement:
- a. is in writing
 - b. includes the name of the College and the staff member
 - c. is signed by the College and the staff member and, if the staff member is under 18 years of age, signed by a parent or guardian of the staff member, and
 - d. includes details of —
 - i. the terms of the Enterprise Agreement that will be varied by the arrangement
 - ii. how the arrangement will vary the effect of the terms
 - iii. how the staff member will be better off overall in relation to the terms and conditions of their employment as a result of the arrangement, and
 - iv. the day on which the arrangement commences.

- 11.4 The College must give the staff member a copy of the individual flexibility arrangement within 14 days of it being agreed to.
- 11.5 The College or staff member may terminate the individual flexibility arrangement:
- a. by giving no more than 28 days written notice to the other party to the arrangement, or
 - b. if the College and staff member agree in writing, at any time.

12 Hours of work and related matters

Hours of work

- 12.1 The ordinary hours of work for a full-time employee are 35 hours per week and seven (7) hours per day, excluding meal breaks.
- 12.2 A staff member's ordinary hours are the agreed pattern of hours that the staff member works on a regular basis. Ordinary hours will be agreed between a staff member and their manager, ensuring that it meets the business requirements of the College and accommodates the staff member's personal needs.
- 12.3 The ordinary hours of work will be worked between the span of hours of:
- 8.00 am and 9.00 pm Monday to Friday, and
 - 7.00 am to 6.00 pm Saturday.
- 12.4 Where flexible working arrangements are entered into, the ordinary hours must not exceed nine (9) hours in a single day; of which no more than six (6) hours can be face-to-face teaching.
- 12.5 Agreed ordinary hours that are worked outside the span of hours as provided for in this clause will attract time in lieu in accordance with the time-in-lieu provisions of this Agreement. If an employee requests to work ordinary hours outside of the span of hours, with the agreement of their supervisor the approved requested hours will not attract time-in lieu.
- 12.6 Where a manager proposes to temporarily or permanently change the ordinary hours of a staff member within the span of hours set out in this Agreement, the manager will give the staff member one month's notice (or less if mutually agreed between the staff member and the manager) of the proposed change and the reasons for the proposed change. The staff member will be given an opportunity to give their view about the impact of the change (including on their family and caring responsibilities). The staff member will be entitled to have representation in any discussion on this issue with their management.
- 12.7 Where a staff member has highlighted an inability to change temporarily or permanently, the matter may be referred to the relevant Senior Manager who will review the circumstances in consultation with the Human Resources team.

Breaks

- 12.8 A staff member is allowed two 10-minute rest breaks on each day as follows:
- a. one 10-minute break between the time of commencing work and the usual meal break, and
 - b. a second 10-minute break between the usual meal break and the time of ceasing work.

- 12.9 A staff member will be entitled to a meal break of not less than 30 minutes.
- 12.10 Any meal break should be taken no later than five (5) hours after commencement of work.

Face-to-face teaching hours

- 12.11 The maximum annual face-to-face teaching hours that a full-time teacher is required to teach is outlined in Schedule A and B to this agreement.
- 12.12 Teachers are expected to fill in for unexpected absences of colleagues provided such hours do not exceed the maximum hours per annum as provided for above.

Reasonable hours

- 12.13 The College does not encourage or condone a workplace culture that requires staff to work long hours. The College expects managers not to place unreasonable expectations on staff members with respect to excessive hours of work. Similarly, staff members are required to ensure that they do not work excessive hours.
- 12.14 Workloads will take into consideration the staff member's level of appointment and time fraction and the importance of maintaining an appropriate balance between work and family life.
- 12.15 A staff member may refuse to work additional hours in circumstances where the working of such hours would result in the staff member working hours which are unreasonable having regard to:
- any risk to the staff member's health and safety
 - the staff member's personal circumstances including any family responsibilities
 - the needs of the workplace or enterprise
 - the notice (if any) given by the College of the additional hours and by the staff member of their intention to refuse it, and
 - any other relevant matter.

Overtime

- 12.16 The College may require a professional staff member to work overtime and the staff member shall work such overtime as may reasonably be required from time to time, subject to the provisions of this clause and the hours of works provisions of the agreement.
- 12.17 Overtime is applicable to any hours in excess of 35 hours per week **only if**:
- the overtime is approved **in advance** in accordance with the College's HR/financial delegations policies ; and
 - where the availability of the relevant skills, qualifications and certifications are limited; and.
 - the additional hours is due to an emergency, in which case it may be approved retrospectively;
- 12.18 Overtime will accrue on an hour worked for an hour accrued basis, unless such hours are outside the span of hours as provided for in clause 12.3, in which case overtime is accrued at the following rates:

- a. Monday to Saturday — time and one half for the first two hours and double time thereafter
 - a. Sunday — double time, and
 - b. Public holidays — double time and a half.
- 12.19 All overtime shall be rounded to the nearest 15 minutes, disregarding the first 15 minutes, if the time worked is less than 15 minutes on any one occasion.
- 12.20 Any overtime claimed that has not been approved in accordance with the relevant HR/financial delegations will be rejected.

Time in lieu of overtime

- 12.21 Time off in lieu is a form of compensation for overtime.
- 12.22 Time in lieu is applicable to any hours in excess of 35 hours per week and/or outside the span of hours subject to the provisions of this clause.
- 12.23 Time in lieu is not applicable for activities that fall within the teaching staff definition as provided for in clause 4 of this Agreement.
- 12.24 Examples of instances where the accrual of time in lieu would be appropriate include:
- a. weekends worked in Sydney when Saturday/Sunday are not deemed to be the staff members ordinary hours of work
 - b. weekends worked overseas where the staff member physically undertakes teaching (or related activities) or is required to represent the College at a seminar, meeting etc in accordance with the College's *Overseas Travel Policy* as at the date of lodgement of this Agreement, and
 - c. evening functions which extend beyond 5.00 pm such as course information evenings.
- 12.25 The accrual of time in lieu must be agreed to by the staff member's manager prior to the additional hours being worked.
- 12.26 Where a staff member can demonstrate the need to work additional hours due to an emergency, the manager will agree to the accrual of time in lieu retrospectively.
- 12.27 Where a staff member can demonstrate the need to work additional hours due to genuine business needs or unexpected work demand, the manager may agree to the accrual of time in lieu retrospectively.
- 12.28 Time in lieu will accrue on an hour worked for an hour accrued basis, unless such hours are outside the span of hours as provided for in clause 12.3, in which case time in lieu is accrued at the following rates:
- a. Monday to Saturday — time-and-one-half for the first two hours and double time thereafter
 - b. Sunday — double time, and
 - c. public holidays — double time and a half.
- 12.29 All time in lieu shall be rounded to the nearest 15 minutes, disregarding the first 15 minutes, if the time worked is less than 15 minutes on any one occasion.
- 12.30 All time in lieu accrued, in accordance with the provisions of this clause, must be recorded in the payroll system via the completion of a *Leave of Absence Advice* duly signed by the authorising manager.

- 12.31 When staff members wish to take time in lieu, a *Leave of Absence Advice* detailing the period of absence must be completed in advance and approved by the staff member's manager and forwarded to the payroll office. When approving such absence, consideration will be given to the operational requirements of the business.
- 12.32 Time in lieu should be taken within a six-month period from the accrual, unless the staff member and their manager have made alternative arrangements. If the time in lieu is not taken within the above time frame, payment for time accrued shall be made.
- 12.33 In the event of termination, any time in lieu accrued will be paid out per accrual rates defined in clause 12.28.

Flexible working arrangements

- 12.34 College management and staff members have a joint responsibility to ensure that any flexible working arrangements contained in this Agreement are both administered and accessed in such a way as to ensure that:
- working patterns are fair and encourage a balance between work and private lives for all staff members
 - assessment of, and reward for, a staff member's performance is based primarily on their output, not hours at work
 - opportunities for improved productivity are able to be identified and achieved, and
 - these conditions are applied fairly and consistently across the College.
- 12.35 The flexible arrangements that may be available to a staff member include:
- changing hours of work (eg working less hours or changing start or finish times)
 - changing patterns of work (eg full-time to part-time), and
 - changing the place of work (eg an alternate campus).
- 12.36 Flexible work arrangements will only be available where operational requirements allow.
- 12.37 Any flexible working arrangements will require the staff member to schedule their working week to maximise participation in meetings, professional development activities and to fulfil supervision duties (as required).

Flexible working arrangements requests

- 12.38 A staff member who:
- has caring responsibilities within the meaning of the Carer Recognition Act 2010, or
 - has responsibility for the care of children that are school age or younger; or
 - a child under 18 who has a disability, or
 - Has a disability
 - Is 55 years of age or older
 - Is experiencing family violence or who is caring or supporting a family or household member who is experiencing family violence.
 - is the primary carer of an elder

may request flexible working arrangements, including part-time hours. A staff member must have worked for the College for at least one (1) year before making an application for flexible working arrangements.

- 12.39 For the purpose of this clause, an elder is defined as someone over the age of 65.
- 12.40 In addition, a staff member returning from maternity, adoption or foster leave will be entitled to access part-time employment
- 12.41 A casual staff member engaged for irregular or intermittent duties may only request flexible work arrangements due to carer responsibilities if the staff member is a long-term casual (as defined at section 12 of the *Fair Work Act 2009*) immediately before making the request.
- 12.42 The staff member must make any request in writing to their manager in the first instance setting out details of the flexibility arrangements sought and reasons for the change.
- 12.43 The Manager will consider the request, in consultation with the Human Resources, and provide a written response to the request within 21 days stating whether they grant or refuse the request. The College may refuse the request only on reasonable business grounds. If the College refuses the request, the written response must include the reasons for the refusal.

13 Probation

- 13.1 All full-time, part-time and fixed-term staff members will be subject to a three (3) month probationary period when they commence employment with the College.
- 13.2 The purpose of the probationary period is to determine the suitability of the staff member to the position in terms of their performance of the duties and ability to carry out the full range of responsibilities.
- 13.3 In the first two (2) weeks of employment, the immediate manager will meet with a new staff member to outline the role's responsibilities, deliverables and expectations.
- 13.4 Ongoing discussions will occur during the probationary period during which the staff member will be given feedback, and strategies and assistance will be put in place if performance issues have been identified.
- 13.5 A review meeting will be held within seven (7) weeks of commencement. During this meeting, the manager will assess the staff member's performance, conduct and general suitability against the position description. During this meeting, the staff member will be encouraged to raise any concerns and the manager/staff member will agree on strategies to put in place where performance issues have been identified.
- 13.6 Prior to the expiration of the probationary period, a formal review discussion will take place between the manager and the staff member. During this discussion, the staff member will be provided with the opportunity to raise any concerns. The staff member should be given the opportunity to comment/respond, including in writing.

If the manager is considering an extension or termination of the probationary period, he/she should advise the staff member during this discussion. The staff member should be given the opportunity to comment/respond.
- 13.7 Following this discussion, the immediate manager will liaise with Human Resources or their delegates to recommend whether the appointment should be confirmed, the probation period extended or the employment terminated.
- 13.8 They will consider the evidence provided, including the staff member evidence, and make any determination regarding confirmations/extensions. Where the evidence supports the termination of employment, they will make such recommendation to the Deputy Dean/CEO, who will make the final determination.

Confirmation

- 13.9 Where a staff member is deemed suitable for the position at the end of the probation, the staff member will be informed in writing that their employment is confirmed and their probation period has ended.

Extension

- 13.10 Where it is determined that a staff member is unsuitable for a position for reasons of performance or conduct, the probation period may be extended for a period of up to three (3) months subject to approval as per HR delegations.
- 13.11 Any extension of the probation period will be reasonable taking into account the nature and circumstances of the position.
- 13.12 The staff member will be informed in writing that their probationary period has been extended and the basis for the decision; that is, the areas of performance where improvement is required.

- 13.13 Ongoing discussions will occur during the extension period to evaluate the staff member's performance.
- 13.14 Prior to the expiration of the extension period, the process as outlined in provisions 13.6 to 13.8 will be followed.

Termination

- 13.15 Termination of employment of a probationary staff member can only occur prior to the end of probation or the probation extension period.
- 13.16 If termination of employment is approved, the probationary staff member will be provided with a written communication confirming the termination of their employment giving two (2) weeks' notice. Payment may be made in lieu of notice.
- 13.17 Notwithstanding any other provision of this Agreement, the employment of a staff member on probation may be terminated at any time for serious misconduct.
- 13.18 If termination of employment has become necessary after the staff member has been confirmed, then the performance and conduct provision of this Agreement must have been followed in relation to the staff member's performance and/or conduct.

14 Performance Development Review

- 14.1 The College is committed to providing a work environment that promotes excellence in teaching, student support and professional service provision, and enables all staff to reach their full potential.
- 14.2 A key element in achieving these objectives is The College's Performance Development Review. Staff will be provided with the opportunity to develop their skills and effectiveness within the College and to promote improved performance and efficiency throughout the organisation by their participation in the program.
- 14.3 All staff will be required to participate in the program in accordance with College policies and procedures and will have access to staff development opportunities. Managers, Coordinators, Supervisors and staff will be provided with ongoing training to enable them to optimise their personal professional development.
- 14.4 Casual staff may also be assessed to determine their suitability for re-engagement and/or promotion.

15 Working across multiple campuses

- 15.1 Maintaining a responsive and flexible workforce is integral to the College's growth. The College requires such flexibility to meet and accommodate changing student demand, changing work demands and patterns, and for delivering new courses.
- 15.2 Whilst a staff member will be assigned to a base location, staff members may also be required to work at other College campuses.
- 15.3 The intent is for a staff member to be located at one location for a whole day; however, situations may arise where this is not possible.
- 15.4 Where travel between campuses is required, a consultative approach will be adopted with the aim of avoiding undue hardship, fatigue, unreasonable responsibilities or disruption to the staff member. This will take into account the staff member's normal start or finishing time, residential location and carer's responsibilities.
- 15.5 Where a staff member has highlighted an inability to work at an alternate location, the matter will be referred to the relevant Senior Manager who will review the circumstances in consultation with the Human Resources team.
- 15.6 The Senior Manager will take into consideration all factors, including operational requirements and those outlined in provision 15.4 above, before determining the outcome.
- 15.7 Where it is necessary for a staff member to work for part of a day at another location and return to their base location and/or a staff member is required to commute between campuses during the course of the day, the College will either:
 - a. provide the staff member with access to a College fleet vehicle
 - b. reimburse the staff member for any public transport expenses associated with the additional travel, or
 - c. where the above two options have been considered but are not practical given operational requirements and the staff member's personal situation, reimburse the staff member for the use of their private vehicles for the extra distance travelled.
- 15.8 Where a staff member is required to travel on College business during the course of a day, as opposed to the beginning and/or end of the day, such time will be paid. For sessional/casual staff, such travel must be formally approved in advance and such time will be at the non-teaching rate.
- 15.9 Travel time to be counted as work time will be the difference between a staff member's usual travel time from home to their base location and return and the total amount of time spent travelling that day.
- 15.10 Staff members who are required to work at different campuses will be provided with an appropriate workspace and any tools/resources necessary for the performance of their work at that campus.

Workload

- 15.11 Travel time to alternate locations will be taken into account when determining workloads. Individual workload allocations will include the travel time agreed between staff members and their manager as a reduction in contact hours.

Notice

- 15.12 Staff required to work a whole day at an alternative location to their base workplace will, except in exceptional circumstances, be given at least 36 hours' notice to enable them to vary their personal travel and domestic arrangements as necessary.

16 Leave provisions

Annual leave

16.1 Entitlements

Full-time staff members are entitled to 25 days of annual leave for each completed year of service with the College.

The annual leave provision excludes three (3) concessional leave days granted over the Christmas and New Year period. Where a staff member works part-time, leave will accrue on a pro-rata basis.

Permanent staff members, with the approval of their manager, are able to take annual leave as it is accrued. Staff employed on a fixed-term basis are encouraged to take all accrued leave prior to the completion of the fixed-term appointment.

Staff are encouraged to take accrued annual leave each year for the purpose of their welfare, relaxation and rejuvenation, as well as to promote a healthier workplace. For this reason, managers are to ensure that staff have the opportunity to take annual leave at a mutually convenient time for the staff member and, as far as practicable, the operational requirements of the work unit.

A staff member may take annual leave provided that:

- a. the manager or nominated delegate has authorised the leave in advance of the leave being taken, and
- b. the staff member has accrued the amount of leave they propose to take.

The College does not provide for a staff member to take paid annual leave in advance of accruing that entitlement unless as provided for in clause 11.

16.2 Authorisation

In deciding whether to authorise an application for annual leave, the manager is entitled to take into account the operational requirements of the workplace. However, a manager must not unreasonably:

- a. refuse to authorise the taking of annual leave, or
- b. revoke an authorisation.

16.3 Direction

There are three circumstances under which a staff member may be directed to take annual leave. These are:

- a. the annual Christmas shutdown
- b. if the staff member has accrued more than 40 days of annual leave, or
- c. for all teaching staff in the Academic Pathway Programs, a period of up to five (5) days.

While there is no maximum amount of annual leave that a staff member may accrue, a staff member may be directed by the College to take a period of annual leave where his or her annual leave accrual is more than 40 days.

In the first instance, the staff member and the manager will meet to attempt to reach agreement on the taking of leave at a time suitable to both the College and the staff member.

In the event that a suitable time cannot be agreed by the College and the staff member, the College may instruct the staff member to commence up to 20 days continuous leave within three months of such instruction. Should a staff member to whom such a direction has been given fail or refuse to take such annual leave, the staff member will be deemed to be on annual leave on dates to be determined by the College and advised to the staff member in writing. The staff member's annual leave entitlement will then be reduced accordingly and the staff member will be advised of the amended entitlement as soon as possible.

16.4 Notice

When applying for annual leave, a staff member is required to give at least two (2) weeks' notice before the commencement of annual leave.

For periods of extended leave (i.e. four (4) weeks or more), at least six (6) weeks' notice is required.

Where it can be demonstrated that the need to take leave is due to personal hardship and/or on compassionate grounds, the requirement to provide such notice will be waived.

16.5 Advanced payment

Staff members may elect to have their annual leave paid in advance for absences greater than 10 working days. The leave application form must be received by Human Resources at least 15 days in advance of taking the leave.

16.6 Public holidays falling during period of annual leave

Where a public holiday occurs during a period the staff member is absent on annual leave, no deduction will be made from the staff member's annual leave credits for the public holiday.

16.7 Illness during annual leave

If a staff member falls ill while on annual leave and submits a medical certificate for the period of the illness, the staff member will be placed on sick leave for the period of the illness and have this period re-credited to his or her annual leave.

Where a staff member is ill on a Friday, Monday, or a day preceding or following a public holiday, a medical certificate covering the period of illness must be submitted in order to have the annual leave re-credited.

16.8 Annual leave loading

All staff (other than casual staff) will be paid an annual leave loading equivalent to 17.5% of five (5) weeks salary.

Annual leave loading is paid in the previous year in the first pay run of December of each year.

Part-time staff, and staff who have not completed a full year of service, will be paid leave loading on a pro-rata basis.

The annual leave loading is calculated on a staff member's base rate of pay at the date when the annual leave loading is paid.

16.9 Annual leave over Christmas/New Year period

The College operates business over the Christmas/New Year period, excluding the annual shutdown period. It is imperative to maintain the high quality teaching and student support services during this period. To this end, the approval for leave over this period needs to be considered from a College-wide and program-wide perspective.

Any staff member interested in taking leave in January of any year will be invited to express their interest in taking leave in the first week of October so that the College is able to assess the overall impact.

The intent of this process is, within operational requirements and without adversely impacting on the delivery of quality education, to support as many leave requests as possible.

Leave approvals will be limited in duration during this period unless there are exceptional circumstances.

16.10 Payment of annual leave on termination of employment

On termination of employment, a staff member will be paid any annual leave accrued up to his or her final date of employment.

16.11 Payment of leave loading on termination

Where a staff member terminates their employment with the College, where the College terminates the employment of a staff member, a staff member will be paid, on a pro-rata basis, the leave loading payable at the date of termination.

Payment of annual leave loading on termination will be paid at the staff member's base rate.

Broken service during a year does not attract annual leave loading. For example, if a staff member resigns and is subsequently re-employed during the same year, only the service from the date of re-employment attracts the annual leave loading.

16.12 Cashing out Annual Leave

Within 2 months of approval of this agreement, a staff member may apply to "cash out" their annual leave credits subject to the following:

- a) the staff member has in excess of 40 days annual leave; and
- b) the cashing out of the leave must not result in the employee's annual leave balance after the cashing out being less than four weeks; and
- c) the staff member must physically take annual leave of the equivalent value (days) simultaneously

The staff member would be paid annual leave loading for any annual leave cashed.

A staff member can only cash out annual leave once during the life of the agreement.

Long Service leave

16.13 Full-time staff are entitled to long service leave as follows:

- a. after 10 years continuous service, staff members are paid leave of 13 weeks at their base rate of pay or 26 weeks at half their base rate of pay and then a proportionate amount of leave on this basis for continuous service between 10 and 15 years, or
- b. after 15 years continuous service, staff members are paid leave of 18 weeks at their base rate of pay or 36 weeks at half their base rate of pay and then 10 weeks at their base rate of pay or 20 weeks at half their base rate of pay for each completed five (5) years of continuous service.

16.14 Long service leave entitlements for casual and part-time staff members, including those staff members on fixed-term employment, are calculated on a proportional basis, based on the number of hours worked per week.

16.15 For the purposes of this clause, the College may recognise an ongoing or fixed-term Employee's prior casual service, provided that the casual service was:

- a. performed on a regular and systematic basis;
- b. for a minimum period of 12 months without a break of more than 2 months on any single occasion; and
- c. immediately in conjunction with the period of ongoing or fixed-term employment.

16.16 In accordance with section 113A of the Fair Work Act 2009, a casual staff member's service with the College from 5 December 2008 up to and including 28 September 2010 does not count as service for the purposes of determining whether the staff member is qualified for long service leave, or the amount of long service leave to which the staff member is entitled under the National Employment Standards (NES) or under a law of a state or territory.

16.17 For the purpose of this clause, continuous service includes breaks in service of up to two months; however, the period of such breaks will not be counted as service when calculating the total years of service.

16.18 In calculating service to establish long service leave entitlements:

- a. any leave without pay will not count as service, except for any period of six (6) months or less taken after completion of 10 or more years of continuous service. If a period of leave without pay is more than six (6) months, the whole of the period of leave without pay will not count as service, and
- b. any period of leave for service in the Australian Defence Force will count as service.

16.19 A staff member with at least five (5) years but less than 10 years continuous service, will be entitled to a proportionate amount of long service leave at the rate of three (3) months leave at their base rate of pay for 10 years continuous service if their employment is terminated:

- a. by the College for any reason other than for serious misconduct
- b. by the staff member on account of illness, incapacity, or domestic or other pressing necessity, or
- c. by the death of the staff member.

Personal/sick/carers leave

16.20 Personal leave is:

- a. paid leave taken by a staff member (other than a casual staff member) because of a personal illness or injury
- b. paid or unpaid leave taken by a staff member to provide care or support to a member of their immediate family who requires care or support because of a personal illness, or injury, or an unexpected emergency, or
- c. paid leave taken by a staff member to meet family, cultural, religious or special needs.

16.21 Permanent staff members are entitled to 13 days paid personal leave for each completed year of service with the College. Where a staff member works part-time, leave will accrue on a pro-rata basis.

16.22 In extenuating circumstances, the College will consider requests for additional personal/sick/carers leave. Such leave may be fully paid, partly paid or unpaid.

16.23 Upon commencement of employment with the College, staff members will be credited with 13 days personal leave. Thereafter, 13 days paid personal leave will accumulate for each completed year of service. Where a staff member works part-time, leave will accrue on a part-time basis.

16.24 In addition to the paid leave prescribed above, once a staff member has exhausted their entitlement above, they are entitled to an additional two (2) days unpaid carers leave on each occasion.

16.25 A medical certificate from a registered practitioner must be provided if

- a. a staff member is absent in the first three months of service
- b. a staff member has been absent for more than two consecutive working days, or
- c. a staff member is absent before or after a public holiday subject to clause 16.25.

16.26 Where a staff member is sick on the day before or after a public holiday, the staff member must provide a medical certificate from a registered practitioner or a statutory declaration.

16.27 Where a staff member has exhausted all their paid personal leave they may:

- a. elect to take two (2) days unpaid carers leave per occasion to provide care or support to a member of their immediate household or immediate family, or
- b. elect to utilise any available annual leave or long service leave to cover their absence.

16.28 Untaken personal leave will accrue from year to year.

Compassionate leave

16.29 Compassionate leave is paid leave taken by a staff member for the purposes of spending time with an immediate family member/member of staff member's household who has a personal illness, or injury, that poses a serious threat to his/her life, or after the death of an immediate family member/member of the staff member's household.

16.30 All staff, other than casuals, are entitled to be paid compassionate leave when a member of the immediate family or household member:

- a. contracts or develops a personal injury or illness that poses a serious threat to life, or
- b. dies.

- 16.31 Staff members are entitled to two (2) days paid leave for each occasion.
- 16.32 The College must consider the operational requirements and the staff member's circumstances when deciding if a staff member can access additional compassionate leave.
- 16.33 Compassionate leave will count towards continuous service.
- 16.34 Casual staff members have no entitlement to paid compassionate leave.

Leave without pay

- 16.35 An Employee, except a casual Employee, may apply for leave without pay if they have completed at least 12 months' continuous service. The College may waive this qualifying period in cases of pressing personal or domestic hardship.
- 16.36 Application for leave without pay shall be made at least twelve weeks before such leave is required. The College may waive the notice period in cases of pressing personal or domestic hardship.
- 16.37 A staff member may be granted leave without pay for a maximum of 3 months. Requests for periods of greater than **3 months may be considered by the CEO on a case by case basis**
- 16.38 Leave without pay may not be granted if there are other leave options available (eg. Personal leave, Annual Leave, Long Service Leave).
- 16.39 Applications for leave without pay must be made in advance, and should be submitted in writing to the staff member's manager in the first instance for recommendation. Each application will be considered on a case-by-case basis, and will be subject to operational requirements.
- 16.40 If such leave is granted the staff member will return to the same salary level and work under the same conditions that applied immediately prior to the leave being granted.
- 16.41 During any period of leave without pay the staff member will not accrue any annual leave, or personal leave. Long service leave will accrue as per clause 16.18. Furthermore, leave without pay will not count as service for any purpose.

Parental leave

- 16.42 Full-time, part-time and casual employees can take parental leave if:
- a. they are responsible for the care of a newborn or newly adopted child; and
 - b. they will have at least 12 months "service" before the date (or expected date) of birth or adoption, and
 - c. for casual employees —
 - i. they have been working with their employer on a regular and systematic basis for at least 12 months, and
 - ii. have a reasonable expectation of ongoing employment.
- 16.43 For permanent staff accessing parental leave, fourteen (14) weeks of parental leave will be on full pay (or 28 weeks at half pay). The remaining period of leave will be unpaid unless the staff member elects to utilise any long service or annual leave accrued. The combined types of leave must not exceed the maximum period of 52 weeks.

- 16.44 A staff member is entitled to a period of up to 52 weeks of parental leave where the staff member has or will have the primary responsibility for the care of the child.
- 16.45 Such leave will commence on the date of birth or, in the case of a pregnant staff member, up to six weeks before the expected date of birth.
- 16.46 A staff member must give the College written notice of the taking of unpaid parental leave. The notice must be given to the employer:
- a. at least 10 weeks before starting the leave, or
 - b. if that is not reasonably practicable, as soon as is reasonably practicable (which may be a time after the leave has started).
- 16.47 The notice must specify the intended start and end dates of the leave.
- 16.48 A staff member must give the College evidence of the date of birth, or the expected date of birth, of the child.
- 16.49 At the end of a period of paid or unpaid parental leave, a permanent staff member is entitled to resume work on the same substantive classification, fraction of employment and salary, and with commensurate duties as applied prior to the commencement of the parental leave subject to the provision, in writing, of at least four (4) weeks prior confirmation of return.
- 16.50 The College is committed to family friendly work practices and will give due consideration to assisting staff to balance work and family having regard to the effective management of the College. Consideration may include:
- a. returning to work on a part-time basis for a defined period or indefinitely, or
 - b. entering into a job share arrangement.
- 16.51 If it is not practicable for a staff member to resume work on a part-time basis in the position held prior to the commencement of leave, the staff member will be so advised and alternative options discussed.
- 16.52 A staff member who takes parental leave may ask the College to agree to an extension of unpaid parental leave for the staff member for a further period of up to 12 months immediately following the end of the available parental leave period.
- 16.53 All other conditions pertaining to parental leave and related entitlements will be in accordance with the NES contained in the *Fair Work Act 2009*.

Special maternity leave

- 16.54 A female staff member can take unpaid special maternity leave if she can't work because:
- a. She has a pregnancy related illness; or
 - b. If her pregnancy ends for a reason other than the birth of a living child, within 28 weeks of the expected birth date (for example, if a child is still born).
- 16.55 If a staff member needs to use unpaid special maternity leave, she needs to give the College notice as soon as she can (which may be after the leave has started). She also needs to tell the College how long she expects to be on leave.
- 16.56 If the special maternity leave is taken for a pregnancy related illness, it ends either when the pregnancy ends or the illness ends (whichever is earlier). If a staff member is taking special maternity leave because of a miscarriage or still birth, the leave can continue for as long as she is not fit for work.

- 16.57 The College can ask for evidence for the leave (eg. a medical certificate).
- 16.58 To be entitled to unpaid special maternity leave, a staff member needs to meet the eligibility criteria for unpaid parental leave.
- 16.59 Staff members who take special maternity leave are still entitled to take the full 12 months unpaid parental leave

Safe job

- 16.60 A pregnant female staff member is entitled to transfer to a safe job or paid leave (if no safe job is available) if they comply with the evidentiary requirements contained in the Fair Work Act for taking parental leave.

Adoption leave

- 16.61 A staff member who adopts a child is entitled to a period of up to 52 weeks of adoption leave, commencing from the date of placement of the child.
- 16.62 A staff member must have 12 months continuous service with the College at the time of the adoption to be eligible for leave in accordance with the clause.
- 16.63 For a permanent staff member accessing parental leave, fourteen weeks of the leave will be on full pay (or 28 weeks at half pay). The remaining period of leave will be unpaid unless the staff member elects to utilise any long service or annual leave accrued. The combined types of leave must not exceed the maximum period of 52 weeks.
- 16.64 Adoption leave is not available for a child who has been living with the partner (including same-sex partner) of a staff member prior to the staff member adopting the child.
- 16.65 All other conditions pertaining to adoption will be in accordance with the NES.

Partner leave

- 16.66 Permanent staff members will be entitled to up to eight (8) weeks concurrent leave (two (2) of which will be paid leave), which can be taken in separate periods or generally no less than two weeks at a time. For part-time staff members, the paid portion of the leave will be paid at the appropriate part-time rate of pay.
- 16.67 A staff member may apply to their manager for additional unpaid partner leave. Any decision will be at the discretion of the manager consistent with the business unit's requirements at the time of the request.
- 16.68 All other conditions relating to concurrent partner leave will be provided in accordance with the NES contained in the Fair Work Act 2009.

Foster parent leave

- 16.69 A permanent staff member who has primary care of a child is entitled to a period of up to 52 weeks of foster parent leave, commencing from the date of placement of the child.
- 16.70 A permanent staff member must have 12 months continuous service with the College at the time of the placement to be eligible for leave in accordance with the clause.
- 16.71 For a permanent staff member accessing foster parent leave, fourteen weeks of the leave will be on full pay (or 28 weeks at half pay). The remaining period of leave will

be unpaid unless the staff member elects to utilise any long service or annual leave accrued. The combined types of leave must not exceed the maximum period of 52 weeks.

- 16.72 Foster parent leave is not available for a child who has been living with the partner (including same-sex partner) of a staff member prior to the staff member becoming the primary carer of the child.

Fixed-term appointments

- 16.73 Staff members employed on a fixed-term contract of employment will cease to have entitlement to parental leave upon the expiration of the contract.
- 16.74 A staff member employed on a fixed-term contract of employment whose contract expires when she is at least 20 weeks pregnant and whose employment is not continued beyond the expiry date of the contract will be entitled to paid parental leave in accordance with 16.41 and 16.42, unless another contract of employment broadly comparable to her existing position is offered and refused, or a significant majority of the duties and responsibilities of the existing position are no longer being performed.

Domestic and Family Violence Leave

- 16.75 The definition of domestic and family violence includes physical, sexual, financial, verbal or emotional abuse and also includes an abuse of power, in an intimate partner relationship or after separating from the relationship. It extends beyond physical violence and may involve the exploitation of power imbalances and patterns of abuse over many years.
- 16.76 Domestic and family violence can occur in all sectors of the community and in traditional and non-traditional settings. It amounts to a pattern of behaviour that can include:
- a. escalating levels of abuse and violence;
 - b. intimidation;
 - c. physical abuse;
 - d. sexual assault;
 - e. verbal abuse and/or threats;
 - f. psychological abuse;
 - g. threats to harm others, and/or causing harm to pets;
 - h. threats to damage property or actually damaging property;
 - i. financial deprivation and social isolation;
 - j. coercive control in order to maintain control over the victim's behaviour, or to have them suffer emotional or physical torment and live in fear.
- 16.77 The College recognises that employees may sometimes experience situations of violence or abuse in their personal life that may affect their attendance and/or performance at work.
- 16.78 No adverse action will be taken against an employee if their attendance and/or performance at work suffers as a result of domestic violence.
- 16.79 All records concerning domestic violence will be kept confidential and the College will regularly remind employees of the importance of not divulging personal details of other employees, such as addresses, telephone numbers or work patterns
- 16.80 An employee experiencing domestic violence may raise the issue with their

immediate supervisor or the Human Resources contact who may liaise with the Supervisor on the employee's behalf.

- 16.81 The College will offer employees experiencing domestic violence a broad range of support. This includes and is not limited to:
- a. flexible working arrangements, including changes to working times consistent with the needs of the work unit
 - b. changing work location (where practicable), telephone number or email address
 - c. where requested by the employee, changes to specific duties, for example to avoid potential contact with an abuser in a public contact role or if they are a fellow employee
 - d. where requested by the employee, redeployment or relocation
 - e. other appropriate measures including those available under existing provisions for family friendly and flexible work arrangements
 - f. use of other existing entitlements, such as on-going appointments with the EAP provider (including access to a registered psychologist).
- 16.82 A staff member who supports a person experiencing domestic violence may take carer's leave to accompany them to court, to hospital, or to mind children.
- 16.83 Staff experiencing domestic violence will have access to five days' personal/sick/carers leave per year to attend relevant appointments, including with support agencies, solicitors, to rearrange housing or childcare and for court appointments. This leave will be in addition to existing entitlements provided in this agreement and may be taken as consecutive single days or as a fraction of a day and may be taken with prior approval.
- 16.84 Additional paid leave may be considered on a case by case basis where sufficient supporting evidence is provided in accordance with the College's HR Delegations policy.
- 16.85 Supporting evidence of treatment for domestic violence may be required by the College and could take the form of a document issued by the police service, a court, a medical practitioner, a domestic violence support service or lawyer, or a counselling professional.

Jury Leave

- 16.86 A staff member required to attend for jury service during their ordinary working hours shall notify the College as soon as possible of the dates of any absence from work expected as a result of such service. Proof of dates of attendance and any monies received shall be provided by the staff member.
- 16.87 The staff member's salary shall be paid for the absence with the staff member to refund the College the amount received in respect of such jury service (other than travel, meal allowance and/or accommodation).

Witness Leave

- 16.88 A staff member subpoenaed, summonsed or called as a witness in court proceedings shall notify the College of their required absence. Their salary shall be paid for the duration of their compulsory court attendance as a witness and the staff member shall

refund any fee paid for the purpose (other than any amount received for travel, meal allowance and/or accommodation).

- 16.89 A staff member required as a witness by the College, or directly in a matter relating to an award or industrial agreement in the Australian Fair Work Commission, is treated as being on duty and there is no loss of pay or leave for the absence from work.
- 16.90 A staff member called by a party other than the University, or in a matter unrelated to the University, may choose to take leave without pay or take annual leave. Where this occurs the staff member must notify his/her supervisor in advance. Witness fees and expenses may be retained by the employee

Defence forces leave

- 16.91 Defence leave for part-time military service will be granted to staff members who serve in the Australian Navy, Army or Air Force.
- 16.92 Defence Reserve leave will be granted to a permanent staff member who has at least six (6) months service with the College when notice is received from the Australian Defence Force detailing the period of attendance required of the staff member. Where practical, such notice should be provided three (3) months prior to the period of leave.
- 16.93 A permanent staff member will be entitled to up to two (2) weeks paid defence force leave subject to operational requirements with impact on students being the primary basis for such approval/disapproval.
- 16.94 Where practical, such leave should be taken in “non-teaching time” and not at examination time.
- 16.95 The College will consider on a case-by-case basis an application submitted by a staff member for paid leave for mandatory service activities in addition to the above provisions in accordance with the Defence Reserve Service (Protection) Act 2001.

Emergency services leave

- 16.96 A permanent staff member will be entitled to up to two (2) weeks paid emergency leave per annum to actively participate in voluntary emergency management activity.
- 16.97 The definition of “**voluntary emergency management activity**” is limited to activity that:
- a. involves dealing with an emergency or natural disaster
 - b. is carried out on a voluntary basis
 - c. is undertaken by a staff member who is a member of, or has a member-like association with, a recognised emergency management body, and
 - d. the staff member was requested to undertake by the emergency management body or that it would be reasonable to expect would be requested.

Where practicable, a staff member should inform their manager as soon as possible of their absence from work because they have been called to attend an emergency under the *State Emergency Services Act 1989* (NSW).

Public holidays

- 16.98 A staff member, other than a casual staff member, will be entitled to the following public holidays: New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day, Boxing Day and any other day/s gazetted by the State of New South Wales that apply to the College.
- 16.99 No deduction shall be made from the wages of full-time, part-time or sessional teachers for the days on which public holidays fall. A part-time teacher shall only be paid in respect of those public holidays on which that teacher ordinarily would have been required to work.

Replacement of staff on planned leave

- 16.100 The College is committed, within operational requirements and financial constraints, to the replacement of staff members on planned leave of greater than 10 days. For shorter periods of planned leave or unplanned leave, the essential workload of the staff member taking leave shall be shared amongst the team, where reasonable.
- 16.101 Staff members should give the College adequate notice, in accordance with clause 16.4 of this Agreement, to enable the College to plan for the appropriate mix and level of skills needed to meet anticipated work demands during periods of planned leave.
- 16.102 For professional staff positions, replacement staff may not necessarily assume the full duties due to:
- an inadequate skill set for a particular task(s)
 - the confidential nature of work to be undertaken, and
 - operational requirements and changing priorities.
- Given the points above, the College reserves the right to reschedule work and extend/shorten deadlines.
- 16.103 Regardless of the length of planned leave, prior to taking leave, teaching staff are required to set the work for their class as they know what the class is up to and what they want the class to accomplish during the lesson.
- 16.104 Replacement teachers will be responsible for all face-to-face teaching responsibilities as well as any in-class assessments/practicals that occur during the placement period.
- 16.105 Replacement teachers may be required to mark final examinations or major assessment tasks depending on the duration of the staff member's leave and the turnaround time of results.

17 Pay rate adjustments

- 17.1 A salary increase of 2.5% (as outlined in the relevant schedule) will occur on the following dates (or following the subsequent full pay period):
- 1 September 2016
 - 1 September 2017, and
 - 1 September 2018.

IELTS casuals performing invigilation and examination marking are excluded from wage increments.

18 Allowances

- 18.1 The salary rates contained in the Salary Schedule attached to this Agreement include all prescribed allowances other than those specified below.

Higher duties allowance (HDA)

- 18.2 A substantive position of a staff member will be filled by an acting staff member for any vacancy arising of five (5) days or more, except where there is no necessity to fill the substantive position because the workload for that vacancy is sufficiently low due to downturn in enrolments and student breaks.
- 18.3 A full duties HDA will only be paid to a staff member who:
- a. is appointed by the College in an acting capacity to perform the majority of the duties of a higher classified position for five (5) or more consecutive working days, and
 - b. performs the higher duties required to be performed during the appointment.
- 18.4 The higher duties allowance is the difference between the staff member's salary when in their substantive position and the base salary applicable to the classification of the higher duties position.
- 18.5 For the purpose of this clause, base salary means the salary payable during the period the staff member is required to perform temporarily the duties of the higher classified position. Any increases in base salary during that period will be applied during the period of the temporary position.
- 18.6 where practicable the opportunity to perform higher duties should be shared among staff members to ensure all staff have the opportunity for such career development **subject** to the staff member having the required certification/qualifications to perform the role and the staff member not being subject to any formal disciplinary action.
- 18.7 where a staff member has been acting in a higher position for 12 months or more the College will review the situation with a view to either commencing internal recruitment for the position or decide that the position will no longer be required and that the higher duties will cease to exist.
- 18.8 If a staff member is acting in a higher position for a continuous period of 12 months and satisfies the criteria for incremental progression the salary will be increased to the next step in the level.

Temporary appointments

- 18.9 The College recognises that higher duties and acting in temporary vacancies provide a career and developmental opportunity for staff, and identification of such opportunities may form part of a formal program such as the College's Performance Management program.
- 18.10 A staff member may be appointed temporarily to a higher graded position which becomes vacant. During that period, the staff member will receive the appropriate salary for the higher graded position. At the end of the period, the staff member will revert to their substantive position.

Approval of Duty

- 18.11 All HDAs must be approved in accordance with the *Human Resources Delegation Policy* prior to commencement.

Tenure and leave

- 18.12 A staff member who receives a HDA for a continuous period of six (6) months or more will be entitled to receive payment of the higher classified position for the amount of annual leave accrued during the period of the HDA, provided that annual leave is taken not later than 12 months after expiry of the HDA (eg a staff member who has received payment of a HDA for nine (9) months will be entitled to receive payment of the HDA for 18 days of accrued annual leave regardless of whether such leave is taken in one or more periods).
- 18.13 The payment referred to in 18.12 above will not apply to any other form of leave.

First aid allowance

- 18.14 A staff member who has been trained to render first aid and who is the current holder of appropriate first aid qualifications such as a certificate from the St John Ambulance or similar body shall be paid an annual allowance of \$650 per annum if he/she is appointed by the College to perform first aid duty. This amount will be indexed annually in accordance with the agreed wage increment.
- 18.15 Where the College appoints a staff member as the designated first aid officer, the College will pay for the staff member to obtain an appropriate first aid qualification such as a certificate from the St John Ambulance or similar body to perform the first aid duty.
- 18.16 Where a staff member fails to retain their first aid qualification or no longer wishes to assume this role, they will cease to receive the first aid allowance as prescribed above.
- 18.17 The first aid allowance will be paid on a fortnightly basis.

19 Teaching staff progression

- 19.1 Teaching staff will progress through the ranges of the classification structure on achieving further experience or qualifications in accordance with Schedules A and B until such time as they reach the maximum as outlined in Schedules A and B, subject to provisions 19.3, 19.4 and 19.8.
- 19.2 Where a staff member's grade progression is a result of a qualification attainment, such increment will be calculated on and from the first pay period after the date the results of the course are announced.
- 19.3 Full-time staff will progress on the experience scale, subject to Schedules A and B, on the anniversary of the commencement of their full-time employment.

Casual staff

- 19.4 For the purpose of determining progression through grades based on experience, every 110 days for which a casual teacher has been engaged for a day or deemed day shall be deemed to constitute six months service.
- 19.5 Every five hours shall be deemed to constitute one day — this equates to 550 hours per six months or 1100 hours per annum.

Transferring from casual to permanent — English

- 19.6 Any casual hours accrued at the time of transferring to permanent employment will be recognised in ascertaining future grade increases.

- 19.7 If, at the time of transferring from casual to permanent employment, a staff member has completed at least 50% of the necessary hours to progress to the next step, that is 430 hours, the staff member will be moved to the next step at that time.
- 19.8 Where a casual staff member has not obtained 50% of the necessary hours, they will be required to complete a total of 860 teaching hours before a step increase is affected. The date of this first step increase as a permanent staff member will become the anniversary date for all future increases based on years of experience.

Part-time staff members

- 19.9 Part-time staff members will progress through the grading structure in accordance with provision 19.1 on the completion of 860 hours.

20 Casual conversion

- 20.1 The College is committed to maintaining a flexible and adaptable workforce in order to remain responsive to the varying market demands. The utilisation of casual staff is both inherent and crucial to the College's business.
- 20.2 The College will notify all existing casual staff on the availability list in writing at least once per annum of the College's intention to fill targeted conversion positions. The College's notification will outline to casual staff members:
- their right to seek conversion to permanent or fixed-term employment
 - the discipline areas where such conversions may be available
 - the selection criteria to be applied to all applications
 - plus any supporting documentation/information required to accompany the application.

Following the internal notification of the College's intention to seek interested applicants to apply for targeted conversion positions, a formal recruitment and merit based selection process will take place. The College will fill at least 14FTE equivalent staff members through this process over the life of the agreement in keeping with the requirements of clause 20.5.

- 20.3 In addition to 20.2, a staff member has a right to apply to have their employment converted to ongoing employment or fixed-term employment at any stage of the year if they have been employed by the College on a regular and systemic basis in the same or substantially the same position:
- over the immediately preceding 12 months during which their average weekly hours worked equalled at least 50% of the ordinary weekly hours of a full-time equivalent staff member, or
 - over the immediately preceding 12 months during which their average teaching load is 14 hours per week, or
 - over the immediately preceding 24 months.

Pro-rata applications for conversion to equivalent part-time positions will also be considered in line with the above ratios and time frames,

- 20.4 All applications for conversion should be made in the first instance to the Manager with the required supporting documentation.

- 20.5 The College must not unreasonably refuse a request for conversion. The College may refuse a request to convert on the following grounds:
- a. a determination has been made that previously taught subjects will no longer be offered on a consistent basis across teaching periods.
 - b. the work being performed will cease to be required
 - c. the work being performed is no longer available by virtue of loss of contract, lack of student numbers, subject dissolution
 - d. the nature of the work has changed such that the casual does not meet the future requirements of the role
 - e. the work is ad hoc, intermittent, unpredictable or involves hours that are irregular
 - f. the staff member has been subject to a formal performance management process which resulted in an unsatisfactory outcome, or
- 20.6 If the staff member is subject to a formal disciplinary process at the time of application, the request will be deferred until the process is complete.
- 20.7 If the application is rejected, the College must provide the staff member with the grounds for the rejection in writing. The staff member may appeal the College's decision within 10 working days of the staff member being advised of the decision.
- 20.8 Appeals should be made to the Human Resources department in writing. The appeal process may involve interviews with the staff members and College management. The outcome of the appeal will be finalised within 10 working days of receipt of the appeal.
- 20.9 If the application is rejected, the casual staff member will not be entitled to apply again within 12 months.
- 20.10 If an offer is granted, any offer will be consistent with the hours/pattern of work over the time frame provided for in provision 20.3 and commensurate with the College's operational requirements.

21 Termination of employment

- 21.1 Any decision to discipline or terminate a staff member's employment will only occur in accordance with this Agreement.
- 21.2 The employment relationship may be terminated by:
- a. the staff member through voluntarily resignation, retirement or abandonment, or
 - b. by the College through redundancy, or dismissal for disciplinary reasons (including unsatisfactory performance, conduct or serious misconduct).
- 21.3 Either party is required to give the following notice (except as otherwise specified in this agreement):

Staff member category	Period of notice
All permanent staff members	4 weeks
All casual staff members	2 weeks

- 21.4 Furthermore, where the employment is terminated by the College, and the staff member is over 45 years of age and has at least two (2) years of continuous service with the College, an additional one (1) weeks' notice is required.
- 21.5 Where mutually agreed between the staff member and the College, a shorter period of notice may be granted. If a staff member fails to give the required notice, the College may withhold salary or take legal action.
- 21.6 Payment in lieu of the notice will be made if the appropriate notice period is not required to be worked. Employment may be terminated by the staff member working part of the required period of notice and by the College making payment for the remainder of the period of notice. In calculating any payment in lieu of notice, the staff member will be paid the amount they would have received in respect of the ordinary time they would have worked during the period of notice had their employment not been terminated.

Abandonment

- 21.7 Failure by a staff member to advise the College of the legitimate reason for any absence in excess of five (5) sequential working days will be considered to be abandonment of employment, and the staff member will be deemed to have resigned.

Termination due to unsatisfactory performance

- 21.8 The College may terminate employment due to a staff member's unsatisfactory performance or conduct. The decision to terminate the employment will be preceded by disciplinary action, in accordance with clause 22.

Termination due to serious misconduct

- 21.9 The College may terminate without notice the employment of a staff member found to have engaged in serious misconduct such that would make it unreasonable to require the College to continue employment. Such a decision will be preceded by disciplinary action, in accordance with clause 22.

22 Performance and conduct

- 22.1 The College endeavours to recruit, retain and develop highly competent staff in all areas of the business. Instances may arise, however, where a staff member's performance and/or conduct do not meet the standards required by the College.

Principles

- 22.2 The principles underlying the College's disciplinary procedure are those of equity, fairness, openness and respect for the individual.
- 22.3 The College will ensure that any disciplinary procedures are conducted in a fair, consistent and expeditious manner and that the principles of natural justice are applied.
- 22.4 Disciplinary procedures should not be used as the sole or initial basis for corrective action.
- 22.5 When managers have concerns in relation to the performance and/or conduct of staff members, they should raise these concerns as they arise.

- 22.6 The aim of any disciplinary procedure is to achieve a positive resolution to unsatisfactory performance or conduct.
- 22.7 A staff member is to be given every reasonable opportunity to improve their conduct and performance, except in cases of serious misconduct. If, in spite of all reasonable efforts by the College, the staff member has failed to meet the required standards, then further disciplinary action including termination of employment may occur.
- 22.8 At all steps of the disciplinary procedure a staff member is entitled to a support person in accordance with clause 6.

Definitions

- 22.9 For the purpose of this clause only:
- a. **“Misconduct”** means conduct which is not serious misconduct but which is, nonetheless, unsatisfactory. Examples of misconduct include, but are not limited to:
 - i. conduct which constitutes an impediment to the satisfactory performance of the work of the staff member or other staff members in the work area
 - ii. failure to comply with a reasonable instruction given by the manager of the staff member or other person with authority to direct the staff member, or
 - iii. conduct which is detrimental to the College, students, members of the public or users of the area, and
 - iv. action which is prejudicial to the health, welfare or safety of other staff, students or members of the public.
 - b. **“Unsatisfactory performance”** means incompetence, negligence or failure to achieve the expected standard of performance in the specified position description or statement of duties for the position held. Examples of unsatisfactory performance include, but are not limited to:
 - i. consistent errors
 - ii. inability to meet deadlines, or
 - iii. substandard work produced requiring rework.
 - c. **“Serious misconduct”** means deliberate behaviour by a staff member that is inconsistent with the continuation of the contract of employment; and/or conduct that causes serious and imminent risk to the health and safety of a person, or the reputation, viability or profitability of the College's business. Examples of serious misconduct include, but are not limited to:
 - i. serious breaches of the College policies, including *Code of Conduct*, *Work Health and Safety* and *Workplace Bullying*
 - ii. consuming, possessing, manufacturing, selling or being under the influence of alcohol or other drugs on College premises excluding College sponsored functions where responsible consumption of alcohol will be observed
 - iii. dishonesty, falsification of records, theft or other unlawful activities
 - iv. gross negligence, and

- v. vandalising and/or intentionally damaging College property and other staff members' property, or
- vi. inappropriate divulging of confidential information.

Procedures

- 22.10 This clause will apply where there is alleged or actual:
- a. continued unsatisfactory performance and misconduct, or
 - b. serious misconduct, in which case the procedure set out in clauses 22.43 to 22.49 will be followed.
- 22.11 On occasion, it may be necessary for the College to expedite the steps in this process depending upon the facts of each situation and the nature of the offence. The factors that will be considered depend upon whether the offence is repeated despite coaching, counselling and/or training, the staff member's work record and the impact the performance issues has on the College. The staff member will be advised of these reasons in writing prior to the commencement of the process.
- 22.12 Situations may arise where the performance and/or conduct constitutes serious misconduct. Serious misconduct issues will be managed in accordance with provisions 22.44 to 22.51.
- 22.13 As part of any disciplinary procedure a reasonable period of time will be allowed to measure any performance improvement. As the circumstances of each case vary, there cannot be an automatic prescription for a time for performance or behavioural improvement. Each case will be considered on its own merits.
- 22.14 Where the conduct or performance of the staff member has been rectified in accordance with the clause, the supervisor/manager will meet with the staff member concerned and confirm the expectations have been met and confirm such in writing.
- 22.15 The following steps will be adopted in the resolution of unsatisfactory performance and conduct in the workplace:
- a. counselling — a meeting to counsel the staff member regarding performance or conduct
 - b. first written warning — a first written warning will be issued if performance or conduct has not improved
 - c. final written warning — a final written warning will be issued if performance or conduct has not improved despite first written warning, and
 - d. termination of employment — if no substantial improvement has occurred following the first written warning and the required standard of conduct or performance has still not been achieved following a second written warning, in consultation with Human Resources, the matter will be investigated recommendations made to the Chief Executive Officer for final determination.

Counselling

- 22.16 The manager and staff member will attempt to resolve the difficulties through a counselling process including cooperation, feedback, setting of appropriate performance/behaviour standards and assistance with specific training and development programs where appropriate.

- 22.17 The staff member will be:
- a. informed of the possible implications of continued unsatisfactory behaviour or performance
 - b. advised that they are being counselled under these procedures, and
 - c. given an opportunity to respond to the allegations.
- 22.18 The manager will record the relevant events and dates in a file or diary. Copies of all relevant contents of such file or diary will be available to the staff member upon request.
- 22.19 In the event that the matter is resolved satisfactorily at this step, the records on the file or diary will be destroyed and the matter will not be used in any future disciplinary matter against the staff member.

First written warning

- 22.20 Where the matter has not been resolved during the first step despite a concerted effort by both parties, a first warning may be warranted. Alternatively, the nature of the incident may be such that progressing to a first written warning is warranted.
- 22.21 The manager and staff member will meet again. The staff member will be:
- a. informed of the possible implications of continued unsatisfactory behaviour or performance
 - b. advised that they are being counselled under these procedures, and
 - c. given an opportunity to respond to the allegations.
- 22.22 At this meeting, the reasons for the dissatisfaction, as set out in the written warning, will be explained to the staff member. Further, the staff member will be told that, if the matter is not resolved within the time frame set out in the written warning, the matter may proceed to a final written warning. The staff member will be given an opportunity to respond at the interview or within an agreed time period.
- 22.23 The manager will be assisted by Human Resources or their delegate.
- 22.24 The staff member may be assisted by a representative.
- 22.25 The written warning will include:
- a. clarification of the required performance or behaviour standards
 - b. where these standards are not being met
 - c. a time frame for monitoring progress against the standards, and
 - d. a future meeting time to assess progress.
- 22.26 A record of the meeting, signed by both the manager and the staff member, acknowledging receipt of the warning and setting out any agreement reached at the interview will be placed on the staff member's file. The signing of the statement will serve only as an acknowledgement of receipt of the warning and that the interview occurred. If the staff member declines to sign the statement, the manager will complete the statement and provide a copy to the staff member in the presence of a witness.

Final written warning

- 22.27 If there is a recurrence of the unacceptable conduct or a failure to correct the performance problem after a reasonable period of time, the manager must take further action to give the staff member a final opportunity to address the unsatisfactory performance, behaviour or conduct.
- 22.28 Prior to proceeding with any final written warnings, the manager must consult with Human Resources to ascertain if progressing to this step is warranted. If so determined, a representative from Human Resources will attend the meeting as an independent party.
- 22.29 The staff member should be asked to attend a meeting to discuss the performance or conduct issue.
- 22.30 The staff member should be advised that they have the right to have a representative present. The manager may have a witness present.
- 22.31 The ongoing unsatisfactory performance or conduct must be clearly outlined and sufficient evidence provided to the staff member. The staff member will be given every opportunity to respond.
- 22.32 The staff member must be warned in writing that continuing failure to correct the performance problems, or any further instances of the unacceptable conduct, will result in further disciplinary action up to and including dismissal.
- 22.33 During this meeting, the staff member and manager will explore strategies to facilitate performance improvement or improvements in conduct such as redeployment, reduction in hours/teaching load and retraining provided such opportunities are operational and fiscally viable.
- 22.34 Following the meeting, and within five working days, the manager will provide the staff member with a letter or record of meeting confirming the matters discussed, the ramifications of continued unsatisfactory performance or conduct and any agreed action plan. The letter should articulate:
- a. the areas of concern
 - b. the performance and/or conduct standards to be met and how these will be assessed
 - c. agreed training and development requirements, and
 - d. the time frame for the process.
- 22.35 The staff member will be asked to sign a copy of the letter to indicate receipt and that it is a true and accurate record of what was discussed. If the staff member disagrees with the content of the document or wishes to make additional comments, they may provide a written statement in response.
- 22.36 A copy of the final written warning will be given to the staff member and another copy placed on the staff member's personnel file.

Termination of employment

- 22.37 If there is no improvement in performance, the manager must, in conjunction with the Human Resources, make a recommendation to the Chief Executive Officer that the employment be terminated.

- 22.38 In the event the recommendation is supported, the staff member will be asked to attend a meeting with their manager and Human Resources.
- 22.39 The staff member will be told at the outset of the meeting that the meeting will involve a decision about their ongoing employment.
- 22.40 At the meeting, all the information relating to the performance or conduct issue will be outlined to the staff member. The staff member will have an opportunity to respond. If the staff member puts forward explanations or facts of which the College is unaware, the meeting should be suspended while those facts and responses are checked.
- 22.41 The staff member will be asked if there is anything that they want to put forward in mitigation. That is, whether there is anything they wish the College to take into account as a reason why their employment should not be terminated.
- 22.42 If it is found that there has been no satisfactory improvement since the final written warning, the matter may proceed to dismissal.
- 22.43 Terminations will be carried out with dignity and with due consideration to the staff member, their colleagues and any other affected parties.

Serious misconduct

- 22.44 Any allegation of serious misconduct will be investigated by the Human Resources or their delegate. This preliminary investigation will ascertain whether such allegations are substantiated or not and, accordingly, inform the course of action to follow.
- 22.45 A staff member involved in any allegation may be suspended immediately on full pay while the investigation is undertaken. During any period of suspension, the staff member may be excluded from the College, provided that they shall be permitted reasonable access for the preparation of their case and to collect personal property.
- 22.46 The following procedure will be adopted for the management of any allegations of serious misconduct:
- a. notify the staff member of the allegations in writing and in sufficient detail to enable the staff member to understand the precise nature of the allegations
 - b. provide an opportunity for the staff member to answer allegations of serious misconduct
 - c. take into account such further materials as appropriate to substantiate or otherwise the facts in dispute
 - d. interview any person thought fit to establish the merits or facts of the particular case
 - e. allow the staff member, where they choose, to be represented by a nominated representative
 - f. ensure that the staff member has the right to ask questions of interviewees, to make submissions and to present and challenge evidence, and
 - g. take into account such further material as it believes appropriate to the case.
- 22.47 Following the investigation, a reporting of the investigation will presented to the Chief Executive Officer.

- 22.48 The Chief Executive Officer will consider the report, including the record of events, the staff member's response to the allegation(s), the recommendations and any other relevant material in consideration.
- 22.49 If the allegations are admitted in full, or in part, by the staff member and Chief Executive Officer is of the view, based on the information provided, that the conduct amounts to serious misconduct, the Chief Executive Officer
- 22.50 Chief Executive Officer will approve either disciplinary action or termination of their employment.
- 22.51 The College may only take action against a staff member for serious misconduct in accordance with this clause.

23 Managing change

- 23.1 In order for the College to remain competitive in the market and continue to enjoy success, the College may need to change its structure, operations and priorities to meet business requirements.
- 23.2 The College acknowledges that sound management of workplace change requires the involvement of the people who will be directly affected by that change. To this end, the College undertakes to consult with staff members and, where they choose, their representatives before making decisions in relation to workplace change. A staff member representative chosen by staff members will have the same rights to consultation and access to documentation as conferred on a staff member under this clause.
- 23.3 Staff members who are directly affected and members of the unions party to this Agreement, may choose to seek the advice, representation and support of their union at any stage of this process.

Minor workplace change

- 23.4 The College will consult with staff members who may be significantly affected by minor workplace change issues prior to the formal implementation of any change. The College will allow a reasonable time frame for consultation to take place, being not less than one week.

Major workplace change

- 23.5 Where major workplace change is proposed, the College will prepare a draft Change Proposal document outlining the:
- a. type and nature of the change
 - b. reason for the change
 - c. current staffing profile and/or current location
 - d. proposed staffing profile
 - e. impact on staff and their work in the affected work unit, including workload
 - f. evidence to support a case for outsourcing
 - g. impact (if any) on staff in another work unit
 - h. health and safety implications (if any)
 - i. budgetary impact, and

- j. proposed implementation plan, including indicative time frames and any transitional arrangements.
- 23.6 Major workplace change occurs in situations that have a major and substantial impact on the staff member, such as, but not limited to:
- a. termination of employment (including redundancy)
 - b. closure of a work unit(s)
 - c. introduction of significant technological change
 - d. major change in the composition, operation or size of the College's workforce
 - e. the need to relocate staff to another workplace
 - f. outsourcing, and
 - g. significant restructuring across an entire organisational unit.
- 23.7 The draft Change Proposal will be distributed to all staff directly impacted by the change proposal, including those on leave or secondment, and the unions party to this Agreement, allowing at least two (2) weeks for feedback.
- 23.8 The College will meet and consult with directly affected staff members, and their union representatives.
- 23.9 The College will consult with affected staff about the process of implementation of, and transition to, the change plan, including any measures identified in provision.
- 23.10 The College will give prompt and genuine consideration to matters raised by affected staff members and their union representatives about the major change.
- 23.11 Following consultation and taking into account feedback from directly affected staff, the College will finalise the change proposal.
- 23.12 During the consultation process, outlined in the definitions clauses, and prior to making any decision, if a change plan involves a reduction in the number of ongoing staff, the College will use the following measures to mitigate any negative consequences for directly affected staff:
- a. natural attrition
 - b. voluntary conversion to a reduced employment fraction for an agreed fixed period or on a continuing basis
 - c. voluntary leave without pay, and
 - d. voluntary taking of long service leave.
- 23.13 At the College's sole discretion, applications for voluntary redundancy may be considered. Nothing in this Agreement will require the College to accept any application for voluntary redundancy.
- 23.14 Redundancy will be used as a last resort after the College has explored the above options with directly affected staff. When redundancy is determined, the College shall make available, upon the request of the directly affected staff member, career transition services to an agreed service level.

Implementation of redundancies

23.15 Where a decision is made to declare a position redundant following the process above, the redundancy and redeployment provisions of clause 24 will apply.

24 Redundancy

- 24.1 A redundancy is genuine when the College retrenches a permanent staff member because the job they were doing is made redundant.
- 24.2 Staff members on fixed-term contracts are not entitled to a redundancy at the cessation of the period of employment prescribed in their contract of employment but may be entitled to a severance payment if their contracts are terminated earlier as provided in clauses 9.17 to 9.19 herein.
- 24.3 The College is committed to ensuring all staff without a position as a result of redundancy are provided with assistance to re-establish themselves where practical. To facilitate this, consideration should be given to:
- a. redeployment (to another position of equivalent classification within the College including fixed-term work assignments)
 - b. retraining (undertaken within or external to the College), and
 - c. reduction of time (conversion to a fractional appointment).
- 24.4 Within 10 working days of receiving advice that they are displaced, a staff member will advise the College whether they elect to take redundancy. In the event a staff member does not respond within this period, the College will contact the individual to ascertain the situation and, if necessary, provide an additional five (5) working days for the staff member to consider their options.
- 24.5 A staff member who elects redundancy should seek independent advice on taxation, superannuation and financial matters.
- 24.6 Staff members who are made redundant will receive:
- a. three (3) weeks pay for each year of service capped at 30 weeks salary. Where there has been a combination of full-time and part-time service, part-time service will be converted to full-time equivalent service and payment made at the full-time rate. In calculating years of service, service as a casual staff member will not be included
 - b. eight (8) weeks notice plus an additional two (2) weeks for a staff member over the age of 45 years at the time of the giving of notice and with not less than twelve months continuous service
 - c. any outstanding annual leave and long service leave entitlements
 - d. if they have completed at least five (5) years but less than 10 years continuous service, a proportionate amount of long service leave at the rate of three (3) months leave at their base rate of pay for 10 years continuous service, and
 - e. time in lieu in accordance with provision 12.18.

25 Establishment

25.1 The College is committed to the establishment and maintenance of professional staff across all levels and areas of the business and to providing life/work balance for all staff.

To this end, the College is committed to ensuring that the availability of permanent appointments is regulated by the needs of the College and that staff have the opportunity to negotiate options within that broad business framework.

- 25.2 Key to the ongoing success of the College is maintaining a professional workforce that is flexible and adaptable enough to meet the changing environment in which the College operates.
- 25.3 Subject to the needs of the business and the market, the College will seek to minimise the level of casualisation as far as practicable and consult with individuals on individual preference consistent with industry practice.
- 25.4 Where it has been ascertained that a permanent opportunity is available, the position will be advertised internally and staff will be invited to apply for the position. All applicants will be assessed against the selection criteria and the appointment decision made on the basis of merit in accordance with the College's *Recruitment and Selection Policy*.

26 Complaint and Grievance Handling

- 26.1 Staff Complaint shall be managed in accordance with the College's Staff Complaint Handling Policy as at the date of certification of this agreement.

27 Dispute Resolution

- 27.1 The College and its staff members (including unions) have an interest in the proper application of this Agreement and in minimising and settling disputes about matters in this Agreement in a timely manner.
- 27.2 A dispute regarding the interpretation, application or operation of a provision of this Agreement or the National Employment Standards prescribed by the *Fair Work Act 2009* (Cth) as amended or replaced will be resolved using the procedures set out in this clause. Throughout this process, the staff member may choose to be assisted by or act through their chosen representative.
- 27.3 With the exception of critical issues of workplace health and safety, or the College's exercise of its duty of care, normal work will continue and the situation as it stood before the dispute was raised shall remain while the procedures under this clause are being followed. No party to the dispute will take any action to aggravate a matter in dispute.
- 27.4 If a staff member has a dispute with the College, where practicable, they should attempt to resolve the dispute informally through discussion with their manager.
- 27.5 If a staff member has been unable to resolve a dispute informally, the staff member may request a formal meeting with their manager to attempt to resolve the dispute, and the meeting must be held within five (5) working days of the request being made, unless agreed otherwise.
- 27.6 If a dispute is not resolved in a formal meeting with the staff member's manager, the staff member may request a formal meeting with Human Resources to attempt to resolve the dispute, and the meeting must be held within five (5) working days of the request being made, unless agreed otherwise.
- 27.7 Where the preceding steps have failed to resolve the dispute or one or more of the unions have raised a dispute in their own right, a party to this Agreement may request a meeting with the other party to the dispute to attempt to resolve the dispute, and the meeting must be held within five (5) working days of the request being made, unless otherwise agreed. The parties to the dispute will discuss the dispute resolution process they wish to apply in the

case of each separate dispute. If they cannot agree on a particular process in a particular case, the following process will apply.

- 27.8 Should the dispute not be resolved by the processes referred to above, or if there is an identified urgent need to have the matter resolved, either party to the dispute may refer the dispute to the Fair Work Commission for conciliation and, if necessary, arbitration.
- 27.9 In dealing with the dispute, the Commission may exercise the procedural powers in relation to hearings, witnesses, evidence, interim decisions and submissions which it deems necessary to make such dealings effective.
- 27.10 The Commission may, subject to any reasonable limitations imposed by the Commission, permit a party to the dispute to be represented through the arbitration process. The parties to the dispute agree to be bound by the arbitrated decision by the Commission in resolution of the dispute.
- 27.11 The arbitrated decision of the Commission will bind the parties to the dispute, subject to either party exercising a right of appeal against the arbitrated decision to the Full Bench if they believe there has been a significant error of fact or law in the first instance.

28 Union representation

The following provisions apply to unions who are signatories to this Agreement:

- 28.1 Union meetings — each union may hold meetings of staff in designated lunch breaks or outside regular scheduled working hours, or at other times and locations agreed between the relevant union and the College, provided that the staff members vary their meal break or make up any time lost on the day of the meeting or, by mutual agreement with their manager, on another day. This may include the availability of video and teleconferencing facilities.
- 28.2 Industrial relations training — leave of absence on full pay for up to two (2) working days in any one calendar year may be granted to union delegates and bargaining representatives for the purpose of attending courses or seminars for the purposes of industrial relations training. Leave granted for these courses or seminars will count as service for all purposes.
- 28.3 Inductions — information packs provided by the NTEU, IEU and CPSU will be made available for distribution at College induction sessions.
- 28.4 Payroll deductions — the College will provide for the deduction of union dues from salary at a rate or amount advised from time to time as payable under the union's rules, where this has been authorised by a staff member. The staff member or the union will be entitled to cancel this arrangement by advice in writing to the Human Resources team. There will be no charge to the staff member for these services.
- 28.5 Workplace representatives — the parties recognise that some staff members have important representative and other roles in facilitating the effective operation of this Agreement, including in seeking compliance with its terms and in resolving disputes or potential disputes, or in giving effect to the objectives and commitments of this Agreement. These staff members include union delegates, and other staff members who represent staff interests on, or who are elected to serve on, College committees or those committees established under this Agreement. The parties shall actively support staff in carrying out these functions to ensure that this Agreement is implemented.
- 28.6 Email access — the College shall provide the unions with reasonable access to all staff email lists without charge for the purpose of legitimate union business.

29 Superannuation

- 29.1 The subject of the superannuation contributions is dealt with extensively by legislation, including the *Superannuation Guarantee (Administration) Act 1992*, the *Superannuation Guarantee Charge Act 1992*, the *Superannuation Industry (Supervision) Act 1993* and the *Superannuation (Resolution of Complaints) Act 1993*. The legislation, as varied from time to time, governs the superannuation rights and obligations of the parties.
- 29.2 Subject to the requirements of the legislation set out above, the College will make legislated employer contributions into a staff member's fund of choice subject to the conditions provided in clause 29.3
- 29.3 A superannuation increase of 0.5% will occur on the following dates (or the following subsequent full pay period) to the following contributions:
- a. 1 September 2016 to 10%
 - b. 1 September 2017 to 10.5%, and
 - c. 1 September 2018 to 11%.
- 29.4 Superannuation funds are approved at the College's discretion. The factors taken into account are:
- a. the requirement to be a complying superannuation fund and registered with the Australian Prudential Regulation Authority (APRA), and
 - b. the fund must accept contributions via electronic funds transfer and not impose a minimum contribution likely to cause administrative difficulty for the College.
- 29.5 UniSuper will be the default fund for all College staff, where SuperChoice option is not elected.
- 29.6 Staff members may elect to make voluntary contributions from both their pre and post-tax income.

30 Staff training and professional development

- 30.1 The College believes a comprehensive professional development program is an essential element of high quality programs and services to students, and a key factor in staff developing and expanding their skills and career prospects.
- 30.2 Training and professional development will be provided by the College to all staff, including sessional casual staff.
- 30.3 There will be a range of staff training and professional development opportunities and activities available for all staff on an equitable basis. Some will be informal; others will be formal and structured.

Training and professional development will take place through:

- a. annual performance discussions
- b. staff meetings to share ideas on particular professional issues or proposed changes
- c. staff development days, involving internal and external presenters
- d. staff participation in Academic English training in support of an international student cohort
- e. attendance at external conferences and workshops, eg EA Annual Conference

- f. encouragement to undertake post-graduate and relevant short courses
 - g. borrowing professional articles and books from the Library
 - h. reading up on conference proceedings and post-graduate study options, and
 - i. study leave.
- 30.4 In addition to the training and development provided by the College, all permanent staff will have access to two (2) days of paid study leave and two (2) days of unpaid study leave per year. The taking of such leave is not dependent on the *Educational Assistance Policy* and can only be used by staff undertaking an external qualification.
- 30.5 Casual staff with greater than 12 months consecutive service with the College will be entitled to two (2) days of paid study leave or two (2) days of unpaid study leave per year. The taking of such leave is not dependent on the *Educational Assistance Policy* and can only be used by staff undertaking an external qualification.

31 Travel

- 31.1 The College staff may be required to undertake domestic or international travel as part of their duties to support the business imperatives of the College. As a general principle, staff should never be personally "out of pocket" when undertaking business-related travel, nor should the required travel be an opportunity for salary supplementation.
- 31.2 Staff who are requested to undertake business-related travel by their manager will have the opportunity to negotiate mutually agreeable schedules for the travel consistent with the College's travel policies.
- 31.3 The College will meet all legitimate business expenses associated with approved business travel including:
- a. transport costs (eg airfares, car hire, private vehicle use, tolls)
 - b. accommodation
 - c. meals
 - d. travel-related costs (eg visa, inoculations,) and
 - e. additional baggage expenses in the case of exhibitions.
- 31.4 The College will **not** meet or reimburse private expenses incurred including:
- a. mini bar expenses
 - b. snacks and morning and afternoon teas
 - c. bar and alcoholic beverages other than part of an evening meal
 - d. health spa, sauna, massage and similar expenditure
 - e. in room movies, and
 - f. laundry expenses for trips of four (4) days or less duration.
- 31.5 When a staff member is directed to undertake work away from their base location, including duties performed within or outside Australia, all duties will be treated as time worked for the purposes of this Agreement.
- 31.6 All travel must be formally approved by the CEO and will be governed by the processes outlined in the College's travel policies. Staff may be entitled to an advance against estimated expenditure prior to departure.

Overseas

- 31.7 Developing and maintaining strong relationships with our international partners is key to the ongoing success of the College. The nature of these relationships may require staff members to visit overseas countries for the purpose of attending seminars, giving seminars, undertaking College marketing activities and delivering programs.
- 31.8 A staff member who travels overseas for the College must have a rest period between the end of the journey and resuming normal duties. The length of the rest period will be dependent on the flight duration, stop overs, time zones crossed and whether a staff member is incorporating private travel at the conclusion of their trip. As a general rule, where a staff member's trip is of 12 hours duration, and the trip is purely business, a rest period of 24 hours will be required.

32 Workplace culture

32.1 This Agreement seeks to achieve:

- a workplace culture which emphasises initiative, creativity, contribution, reward and recognition leading to improved business performance and enhanced job opportunities and security
- a workplace culture that values diversity and innovation and encourages the contribution of all staff members to achieving the College's objectives
- a workplace culture of trust, commitment and mutual respect
- a workplace culture in which all staff members accept a degree of formal responsibility to promote the health, safety and welfare of all staff
- a healthy working environment where staff can work free from discrimination, harassment and bullying, and
- the implementation and maintenance of consultative mechanisms to support this workplace culture including undertaking staff surveys and staff forums.

33 Creating a positive, inclusive and harassment free workplace

- 33.1 The parties to this Agreement are committed to the principles of Equal Employment Opportunity, equity and inclusive practices, and support the promotion of diversity of the workforce.
- 33.2 The College expects all staff members to behave in a professional manner and to treat each other with dignity and respect when they are at work.
- 33.3 The College is committed to ensuring all staff members are not exposed to bullying in the workplace. Workplace bullying puts at risk the health and safety of workers, their colleagues and their families. Bullying is not an acceptable part of the College's workplace culture.
- 33.4 The College is committed to providing all staff with a positive work environment free of discrimination and harassment. This includes all forms of unacceptable behaviour such as direct and indirect discrimination, harassment, intimidation, threats and physical violence in the workplace.
- 33.5 The College will ensure all staff members are aware of what constitutes discrimination, harassment, bullying and other inappropriate behaviour and to this end staff awareness training will be delivered in these areas on an ongoing basis.

- 33.6 All College staff members are responsible for adhering to the College's *Workplace Bullying Policy* and *Discrimination and Harassment Policy*
- 33.7 The College encourages all staff members to report workplace bullying, discrimination, harassment and other inappropriate behaviour in accordance with the *Staff Complaint Handling and Resolution Policy* as at the time of agreement approval. All complaints will be treated seriously, sympathetically, quickly and privately and investigated fairly and impartially.
- 33.8 Where there is an allegation relating to this type of behaviour, the College will investigate the allegations in accordance with the *Staff Complaint Handling and Resolution Policy* as at the time of agreement approval and legislative requirements.

34 Sustainability

- 34.1 It is agreed that all parties have an interest in the restriction of carbon emissions, reductions in energy and water consumption and the development of environmentally sustainable work practices, especially as these factors impact on the work environment.
- 34.2 The College will consult with its staff members on such issues with a view to achieving, as far as practicable, a sustainable work environment.
- 34.3 All parties acknowledge that the College is subject to restrictions in this regard via obligations to its parent company and other stakeholders.

35 Aboriginal and Torres Strait Islander people

- 35.1 The College is committed to the objective of increased employment and development opportunities for Indigenous Australians employed by the College. This objective forms part of the commitment to reconciliation with Indigenous Australian people as well as being a necessary pre-condition for improving Indigenous Australian participation throughout the College
- 35.2 The College will:
- encourage and foster the employment and participation of Aboriginal and Torres Strait Islander people in all activity within the College
 - provide a supportive working environment for Aboriginal and Torres Strait Islander people and ensure College policies, procedures and guidelines are formulated with the view of eliminating racism in the workplace and ensuring the College is culturally responsive and responsible
 - establish and maintain a workplace environment that values Aboriginal and Torres Strait Islander people's cultures, aspirations and contributions
 - provide and encourage staff to participate in diversity, equal opportunity and cross cultural training with a priority for those with supervisory and/or teaching and learning responsibilities, and
 - participate in the University Aboriginal and Torres Strait Islander employment strategies where appropriate.
- 35.3 The College acknowledges that participation of Indigenous Australians in cultural or ceremonial activities enhances the effectiveness of Aboriginal and Torres Strait Islander people. Provision for participation in ceremonial or cultural activities is therefore of direct benefit to the College and arrangements will be made in accordance with clause 31 and clause 16 for Aboriginal and Torres Strait Islander people to participate in such activities
- 35.4 For the purpose of this Agreement, "**Aboriginal and Torres Strait Islander people**" means "a person of Aboriginal and/or Torres Strait Islander descent who identifies as an Aboriginal or Torres Strait Islander person and is accepted as such by their Aboriginal or Torres Strait Islander community".

36 Workplace health and safety

- 36.1 The College is committed to providing all staff members with a safe and healthy work environment as far as is practicable, and to implement and maintain an effective incident and occupational illness prevention program consistent with its obligations under the *Work Health and Safety Act 2011* (NSW).
- 36.2 The College will maintain a safe and healthy environment through:
- a. preventing acute and chronic illness as a result of exposure to occupational hazards
 - b. promoting among personnel, an awareness of a need to follow safe practices in all activities
 - c. preventing injury and illness by maintaining proper operating practices and procedures
 - d. seeking cooperation from all staff and students in realising health and safety policy objectives and creating a safe working environment

- e. observing all statutory regulations in respect of workplace health, safety and environment, including maintaining appropriate consultative methods, and
- f. maintaining first aid facilities and appointing staff members to be responsible for these facilities, injury recording and the provision of first aid to other staff members and/or students.

All staff must:

- a. adopt safe work practices and conform to safe work policies and procedures, and
- b. wear and/or use protective clothing and equipment supplied.

36.3 Where a staff member is required to develop and/or monitor work health and safety compliance within their designated work area, this will be included in their position description.

Schedule A

Classification and Wages Schedule

English Language Programs

1. Application of Schedule

- 1.1 This Schedule applies only to all teaching staff employed in the College's English Language Programs.

2. Classification and Wages Schedule

- 2.1 In accordance with NEAS Guidelines, teachers in NEAS Approved ELT Centres are required to hold at least the following qualifications:
- (a) a recognised degree or equivalent and a recognised TESOL qualification; **or**
 - (b) a recognised degree in education with TESOL method
- 2.2 In accordance with the NEAS guidelines:
- a. A degree or equivalent is at least three years full-time (or its part-time equivalent) in length.
 - b. A TESOL qualification results from a program of study having at least the following characteristics:
 - no less than 100 contact hours, or the equivalent in Distance Education programs, with a content focus on English language, language learning and TESOL teaching
 - a practical component including at least six hours supervised and assessed practice teaching in TESOL
 - approved/awarded by a university, approved by government, or a recognised TESOL program such as the Cambridge Certificate of English Language Teaching to Adults (CELTA)
 - c. A teaching qualification with TESOL method includes a Graduate Diploma in Education with TESOL.
 - d. A degree in education or teaching with TESOL method includes a Bachelor of Education with TESOL method.

Permanent Teachers

2.3 The minimum annual rate of salary payable to teachers shall be determined having regard to the teacher's qualifications and experience as established by the points with which the teacher is entitled to be credited under this clause.

2.4 Qualifications

The points for qualifications are based on the following conditions:

- c. points are credited for the qualification attracting the highest number of points within the table; the points within a table are not cumulative, and
- d. the academic qualifications referred to in this clause shall include equivalent qualifications.

Qualification	Points
Minimum Requirements in accordance with NEAS requirements, that is:	10
o a recognised degree or equivalent and a recognised TESOL certificate	
o a recognised degree or equivalent and a recognised TESOL diploma	15
o Master or Higher Degree in Education, Modern Languages <u>plus</u> a recognised TESOL qualification	20
o Higher Degree Qualification in Applied Linguistics/TESOL	25

2.5 Experience

The points for experience are based on the following conditions:

- e. teaching experience means full-time teaching in a school or other relevant institution to classes of not less than five students
- f. the maximum number of points that may be awarded is 40
- g. five points shall be deducted from the experience table for every two years of continuous absence from teaching at a school or relevant institution up to a maximum of half the points which the teacher had accumulated for experience rounded where necessary to the next highest whole figure, and
- h. for the purposes of this provision, a teacher shall be taken to have been absent in a year if the teacher has been engaged as a teacher for less than 40 hours in that year.

The points for teaching experience are:

On completion of	Teaching in schools or relevant institutions other than as set out in other columns	Teaching ESL to secondary students in schools	Teaching ESL to adults in a relevant institution
3 to 5 years inclusive	5	15	30
6 to 10 years inclusive	5	15	40

2.6 Salary Bands

The appropriate salary band, and, therefore, rate of pay is determined by adding the points attributed to qualifications and experience together in accordance with the table below.

	Step for Post-Secondary Award	Points
Level 1	3	15
	4	20
	5	25
Level 2	6	30
	7	35
	8	40
Level 3	9	45
	10	50
	11	55

3. Teaching Load

- 3.1 The maximum annual teaching load for a full-time teacher delivering English Language Programs is 860 hour per annum, (pro-rata for part-time teachers).
- 3.2 Working in the self-access centre is an expectation of all teachers and falls within the duties of a teacher at the College. Each hour in the self-access is equivalent to ½ hour of teaching load and is to be calculated as a component of the teacher's the maximum teaching load as at 3.1.
- 3.3 Teachers in English Programs will be allocated a minimum of two (2) non-teaching weeks per annum to enable them to carry out curriculum research and development and/or reflect on and improve their teaching practices.

4. Casual Hours

- 4.1 Casual teaching staff in English Programs will be paid in accordance with the following:
 - a. less than 3.5 hours face-to-face teaching — the hourly rate, and
 - b. more than 3.5 hours face to face teaching — the daily rate.
- 4.2 A casual teacher paid at the hourly rate will be entitled to an additional 15 minutes for each teaching hour worked in consideration of preparation time and other non-scheduled teaching.
- 4.3 All casual teachers paid the daily rate are required to attend the College in accordance with clause 12 of this Agreement.

5. Wages Schedule

Level	Step	Permanent		Casual	
		Annual Salary July 2015	Hourly Rate July 2015	Daily Rate July 2015	Hourly Rate July 2015
1	3	\$66,746	\$36.55	\$319.79	\$63.96
	4				
	5				
2	6	\$75,565	\$41.38	\$362.05	\$72.41
	7				
	8				
3	9	\$85,485	\$46.81	\$409.58	\$81.92
	10				
	11				

Level	Step	Permanent		Casual	
		Annual Salary Sept 2016	Hourly Rate Sept 2016	Daily Rate Sept 2016	Hourly Rate Sept 2016
1	3	\$68,415	\$37.46	\$327.78	\$65.56
	4				
	5				
2	6	\$77,454	\$42.41	\$371.10	\$74.22
	7				
	8				
3	9	\$87,622	\$47.98	\$419.82	\$83.97
	10				
	11				

Level	Step	Permanent		Casual	
		Annual Salary Sept 2017	Hourly Rate Sept 2017	Daily Rate Sept 2017	Hourly Rate Sept 2017
1	3	\$70,125	\$38.40	\$335.98	\$67.20
	4				
	5				
2	6	\$79,391	\$43.47	\$380.38	\$76.08
	7				
	8				
3	9	\$89,813	\$49.18	\$430.31	\$86.07
	10				
	11				

		Permanent		Casual	
Level	Step	Annual Salary Sept 2018	Hourly Rate Sept 2018	Daily Rate Sept 2018	Hourly Rate Sept 2018
1	3	\$71,878	\$39.36	\$344.38	\$68.88
	4				
	5				
2	6	\$81,375	\$44.56	\$389.89	\$77.98
	7				
	8				
3	9	\$92,058	\$50.41	\$441.07	\$88.22
	10				
	11				

5.1 The daily rate of pay for casual teachers in English Programs is calculated as follows:

$$\frac{\text{Applicable salary} + \text{Casual loading}}{261}$$

5.2 The hourly rate of pay for casual teachers in English Programs will encompass the following activities in addition to the delivery of lectures and/or tutorials:

- i. preparing lectures or tutorials
- j. up to 20 minutes of marking for each hour of teaching
- k. administration of relevant records of the students for whom the casual staff member is responsible, and
- l. consultation with students

5.3 Wages Schedule — Assistant Coordinator

Assistant Coordinators are paid an annual allowance on top of the relevant teaching rate as follows:

Rate July 2015	Rate Sept 2016	Rate Sept 2017	Rate Sept 2018
\$7,408	\$7,593	\$7,783	\$7,978

5.4 Wages Schedule — Coordinators

Classification	Step	Salary 03/07/2015	Salary 12/2016	Salary 12/2017	Salary 12/2018
Coordinator	1	\$96,851	\$99,272	\$101,754	\$104,298
Coordinator	2	\$99,562	\$102,051	\$104,602	\$107,217
Coordinator	3	\$102,273	\$104,830	\$107,451	\$110,137

IELTs rates of pay are excluded from the agreement.

6. Teacher workload

- 6.1 The College will ensure that workloads are equitable, transparent, and manageable.
- 6.2 Workload and the mix of activities and responsibilities may vary from semester to semester, but will balance out over time.
- 6.3 The following activities may constitute workloads for the purposes of this clause:
 - m. teaching and teaching related activities including —
 - vii. face-to-face teaching (including lectures, tutorials, workshops and practicals)
 - viii. use of technology in teaching including online self study
 - ix. support classes
 - x. lesson preparation
 - xi. moderation
 - xii. setting of assessment tasks
 - xiii. marking
 - xiv. self-access centre
 - xv. writing student reports
 - xvi. consultation with other teachers of a unit including unit meetings
 - xvii. student consultation
 - xviii. review of materials including Unit Outlines/Learning Guides/Workbooks etc
 - xix. establishing and maintaining vUWS sites
 - xx. lodgement of teaching resources onto share drive and distributing hard copies, and
 - xxi. professional reading to maintain currency
 - n. recording of assessment marks, and
 - o. attendance at staff and faculty meetings.
- 6.4 All teaching staff must participate in a professional and cooperative way in the workload allocation and work planning processes. Reasonable workloads will be fairly distributed between individual staff in an open and consultative way.
- 6.5 If a permanent member of staff is teaching a unit where casuals are also teaching, it is expected that the permanent teacher will take the lead on quality assurance issues.
- 6.6 Should any member of staff wish to challenge and dispute unfair or unreasonable distribution or volume of work, this should be discussed with their line manager as soon as possible. If unresolved, a member of staff has recourse to the College's dispute handling procedure.
- 6.7 Where a staff member or work group has concerns about their workload. a request for a workload review may be made. Such review will be undertaken by the Joint Consultative Committee in accordance with clause 5 of this Agreement.

Schedule B

Academic Pathway Programs Teaching staff

1. Application of Schedule

- 1.1 This Schedule applies only to teaching staff employed in the Academic Pathway Programs unless stipulated otherwise herein.

2. Flexibility provision

- 2.1 The College acknowledges that, while it can be beneficial for both staff members and The College to provide some flexibility in staff attendance, flexible staffing arrangements should not result in any denial of service to staff, students and/or visitors to The College.
- 2.2 All permanent teaching staff will be timetabled in accordance with the terms of their employment contract.
- 2.3 Teachers and Coordinators are entitled to work a maximum of seven (7) hours per week off site during each teaching period.
- 2.4 Permanent teaching staff can nominate their “working off campus” hours on a term-by-term basis in consultation with the relevant Learning and Teaching Manager only when the timetable has been finalised and meeting times for the teaching session have been published as per operational requirements.
- 2.5 In non-teaching weeks, permanent Academic Pathway Programs teachers and Coordinators are, subject to provision 2.6, entitled to work from home for up to 10 days per annum to complete teaching related tasks, e.g. curriculum work, revising, developing new assessment tasks, lesson preparation and marking. The specific work would be negotiated with the relevant Learning and Teaching Manager, and/or Coordinator.
- 2.6 Participation in professional development is integral to the ongoing development of any teaching professional, as is participation in team meetings. All teachers and Coordinators are expected to participate in at least 80% of professional development activities and team meetings. When taking into consideration the above entitlement, The College will also endeavour to schedule such activities on appropriate days taking into account staff members’ hours and days of work, carer responsibilities, campus locations etc.
- 2.7 The table below outlines the time allocation per week per classification:

Position	Average face-to-face teaching per week	Consultation hours (including meetings, staff forums, staff/student, consultation)	Flexible hours
Full-time teacher	16 hours	12 hours	7 hours
First Year Experience Coordinator	10hours	18 hours	7 hours
Program Delivery Coordinator	8 hours	20 hours	7 hours
Curriculum Coordinator	6 hours*	22 hours	7 hours

* Curriculum Coordinators may buy out an additional 2 hours per week per teaching term in the first term of each academic year. Subject to appropriate approvals, 2 hours per week for other terms may be approved subject to operational requirements.

Loads will be reviewed periodically to ensure they are still manageable and meet operational requirements.

3. Academic workload

- 3.1 The College will ensure that academic workloads are equitable, transparent, and manageable.
- 3.2 Workload and the mix of activities and responsibilities may vary from teaching session to teaching session, but will balance out over the year.
- 3.3 The following activities may constitute workloads for the purpose of this clause:
 - a. teaching and teaching related activities including —
 - xxii. face-to-face teaching (including lectures, tutorials, workshops and practicals)
 - xxiii. support classes
 - xxiv. lesson preparation
 - xxv. setting of assessment tasks
 - xxvi. assessment moderation
 - xxvii. quality assurance
 - xxviii. marking
 - xxix. completing student reports
 - xxx. consultation with other teachers of a unit including unit meetings
 - xxxi. student consultation
 - xxxii. ongoing review of materials including Unit Outlines/Learning Guides/Workbooks etc
 - xxxiii. establishing and maintaining vUWS sites
 - xxxiv. lodgement of teaching resources electronically and distributing hard copies
 - xxxv. professional reading to maintain currency
 - xxxvi. providing support and guidance to students.
 - b. curriculum development
 - c. recording of assessment marks, and
 - d. attendance at staff and faculty meetings.
- 3.4 All teaching staff must participate in a professional and cooperative way in the workload allocation and work planning processes. Reasonable workloads will be fairly distributed between individual staff in an open and consultative way.
- 3.5 The workload associated with any unit within The College will be shared proportionately among all teaching staff working within that unit, eg if there are four (4) classes within a unit in a given teaching session, a teacher with one class will be required to assume responsibility for 25% of the workload associated with that component of the unit.
- 3.6 If a permanent member of staff is teaching a unit where casuals are also teaching, it is expected that the permanent teacher will take the lead on quality assurance issues. This may require the permanent member of staff taking on a greater percentage of the load.
- 3.7 Should any member of staff wish to challenge and dispute unfair or unreasonable distribution or volume of work, this should be discussed with their Learning and

Teaching Manager as soon as possible. If unresolved, a member of staff has recourse to The College's dispute handling procedure.

- 3.8 Where a work group collectively have concerns about their workload, a request for a workload review may be made. Such review will be undertaken by the Joint Consultative Committee in accordance with clause 5.4 of this Agreement.

Support classes and Learning Centre

- 3.9 Support classes and Learning Centre hours may be timetabled from the onset of the teaching session or during the teaching session in response to student needs.
- 3.10 Each hour of support classes or Learning Centre supervision equates to 30 minutes of face-to-face teaching.

Quality Assurance Activities

- 3.11 All staff are expected to participate in the moderation of assessments in each unit they teach each teaching session. Casual staff will be paid for one hour at the non-teaching rate for a maximum of two moderation meetings per unit, per teaching session.
- 3.12 Such entitlement will not be applied on a pro-rata basis under any circumstances.
- 3.13 The quality assurance activities per unit will be determined annually at the commencement of each academic year by the respective Learning and Teaching Manager.

Casual Marking

- 3.14 Where it can be demonstrated that there is excessive marking associated with a particular unit, a casual teacher may be entitled to an additional payment for marking of— four (4) hours at the non-teaching pay rate for two (2) assessment tasks per teaching session for 20 students or more.
- 3.15 Such entitlement will not be applied on a pro-rata basis where the total number of assessment tasks marked is less than 20.
- 3.16 The amount of excessive marking per unit will be determined annually at the commencement of each academic year by the respective Learning and Teaching Manager.

4. Classification

Teaching positions

- 4.1 The minimum annual rate of salary payable to full-time teachers shall be determined having regard in the first instance to the teacher's qualification, then experience as established by the points with which the teacher is entitled to be credited under this clause.

Qualifications

- 4.2 The starting step for a staff member will be based on the qualification attainment in accordance with the table below:

Qualification	Starting step
Undergraduate degree	3
Undergraduate degree plus a post-graduate certificate and/or post-graduate diploma	4
Three year undergraduate degree plus a Masters or Phd	5

TESOL (or equivalent) qualifications required for academic English teachers

Experience

- 4.3 For each year of practical teaching experience, a teacher will receive one step. Teaching experience means a full-time teaching (or pro-rata) position in a secondary school or other relevant institution in Australia and does not include coaching/tutoring at colleges. If a permanent teacher has not attained the highest teaching step at the time of assuming the Coordinator role, their time as a Coordinator will be recognised for the purpose of calculating their step in the event they revert to a teaching position that is, *if a teacher was at Step 9 at the time of assuming a Coordinator/First Year Experience Coordinator position and they held the position for two years before returning to a teaching only role, they would return to teaching at a Step 11.*
- 4.4 Industry experience may also be considered on a case by case basis, as approved by Director, Academic Pathways Program

First Year Experience Coordinators

The First Year Experience Coordinator, aside from their teaching responsibilities, will develop and implement academic strategies and provide pastoral care to support the successful transition of students in moving into tertiary education. They will work with students in assisting them to become independent learners who are resilient when faced with expected or unexpected challenges, and who know what support services are available when needed.

Program Delivery Coordinators

The Program Delivery Coordinator, aside from their teaching responsibilities, is responsible for the day to day oversight of discipline specific teaching staff from a teaching delivery perspective. The Program Delivery Coordinator is a campus based role and can assist and support teachers in the delivery of content to the College's

diverse student cohort. They also provide leadership and guidance to First Year Experience Coordinators.

Curriculum Coordinator

The Curriculum Coordinator will be responsible for a suite of units within a specific discipline area, e.g. Mathematics, Health Science or Arts. In addition to teaching responsibilities, the Curriculum Coordinator is responsible for curriculum planning, development and delivery. In addition, the Curriculum Coordinator supervises teaching staff within their discipline speciality.

5. Wages structure

5.1 Wages Schedule — Permanent

Step	Salary July 2015	Salary Sept 2016	Salary Sept 2017	Salary Sept 2018
3	\$65,613	\$67,254	\$68,935	\$70,658
4	\$69,234	\$70,964	\$72,739	\$74,557
5	\$71,751	\$73,545	\$75,383	\$77,268
6	\$74,577	\$76,441	\$78,352	\$80,311
7	\$77,907	\$79,855	\$81,851	\$83,898
8	\$81,233	\$83,264	\$85,346	\$87,479
9	\$84,556	\$86,670	\$88,837	\$91,058
10	\$87,890	\$90,087	\$92,339	\$94,648
11	\$91,896	\$94,194	\$96,549	\$98,962
12	\$100,776	\$103,295	\$105,878	\$108,525

5.2 Wages Schedule — Casual

Minimum hourly rate of pay for casual teaching staff are based on the nature of the work being undertaken. The face-to-face teaching rates are all-purpose rates inclusive of preparation time, marking and teaching during the course of the teaching session.

The non-teaching rate applies to all non-face-to-face teaching activity with the exception of the setting of final exams and final examination activities.

All hours worked in association with final examinations will be paid at the relevant rate per hour as outlined below:

Final examination setting	Teaching rate for the length of the exam
Final examination marking	Non-Teaching rate double the length of the exam *

The number of hours allocated to such tasks will be determined in advance by the College taking into consideration the nature of the examination, number of students etc.

	Rate July 2015	Rate Sept 2016	Rate Sept 2017	Rate Sept 2018
Casual Teaching	\$126.79	\$129.96	\$133.21	\$136.54
Casual Non-Teaching Rate	\$58.80	\$60.27	\$61.78	\$63.32

5.3 Wages Schedule — Subject Leader

The appointment of a Subject Leader is subject to the operational requirements of the unit and may affect the number of hours prior to teaching period commencement as well as hours during teaching session – however the total hours will remain fixed.

The hours associated with a Subject Leader are in addition to a staff member's prescribed teaching load.

Expressions of interest will be called for on an as needed basis and where possible appointment will be made based on the principles of merit. Instances may arise where the College has to target an individual, that is where there are no and/or there are unsuitable applicants.

The Subject Leader level will be approved by the Learning and Teaching Manager of the discipline taking into consideration various facts including, but not limited to, the curriculum work required, the number of teaching staff, the number of campuses where the unit is delivered, etc.

Outlined below are the Levels, definitions and hours associated with each level. Subject leaders (across all levels) will receive an additional 6 hours per term where they are subject lead for a unit that is delivered over 3 campuses or more.

1			
2			
3		24	36

Wages

- a. Permanent teachers will be paid their hourly teaching rate for each hour provided for above.
- b. Coordinators will be paid their hourly teaching rate (excluding their coordinator allowance) for each hour provided above.
- c. Casual staff members will be paid the casual non-teaching rate for each hour provided for above.

5.3 Wages Schedule — Coordinators

Coordinators are paid an annual allowance on top of maximum teaching rate as follows:

First Year Experience Coordinators	\$7,000
Program Delivery Coordinator	\$11,000
Curriculum Coordinators	\$11,000

Schedule C

Classification and Wages Schedule

Professional staff

1. Professional staff

- 1.1 All professional staff positions will be classified in accordance with the classification structure outlined below based on the position description for each position.
- 1.2 The following general principles apply to classification decisions:
 - a. all positions are subject to these procedures
 - b. the classification will be of the position not the occupant
 - c. classification decisions will be based on the assessment of the documentation of position against the position descriptors in clause 4 of this Schedule and not extraneous information, and
 - d. special regard shall be had of pay equity principles and the classification descriptors will be applied consistently across positions.
- 1.3 Classification evaluations are conducted by the Human Resources department (or as otherwise delegated). The relevant manager will confirm the accuracy of the position description and that the work is required to be done.
- 1.4 All newly created positions will be evaluated prior to the commencement of the recruitment process.
- 1.5 All existing roles will be reviewed on an annual basis as part of the annual performance review process.
- 1.6 A position may also be re-evaluated in the event the role has changed.
- 1.7 A staff member or the manager may make a request to the Human Resources department for a position to be re-classified if a staff member/manager believes their role has changed. All evaluation outcomes are subject to approval as outlined in the HR delegation policy. The Human Resources department will review the request and advise the staff member/manager in writing of the outcome of the review, and the reasons if the request is refused.
- 1.8 A submission for reclassification will result in a position either being reclassified to a higher level or remaining the same and the incumbent will retain the position.
- 1.9 If an occupied position is reclassified to a higher level, the new salary will be paid from the date the classification is decided or on an earlier date as agreed.
- 1.10 Where the staff member is not satisfied with the outcome, the matter should be resolved in accordance with the dispute resolution procedure.
- 1.11 During the life of this Agreement, the grading structure for professional staff will be reviewed for appropriateness and effectiveness.

2. Process

2.1 The position description for each professional staff position in the College will be evaluated against the following attributes:

- a. training/qualification
- b. level of supervision
- c. task level
- d. organisational knowledge, and
- e. judgment, independence and problem solving.

2.2 Points will be allocated to each based on the classification that most accurately reflects the position. The points for each attribute will be added up to determine the overall level in accordance with the schedule below.

Attribute	Level 1	Level 2	Level 3	Level 4	Level 5	Level 6	Level 7	Level 8	Level 9
Training/qualification									
Level of supervision									
Task level									
Organisational knowledge									
Judgement, independence and problem solving									
Total									

Points	Level
43 +	9
38–42	8
33–37	7
28–32	6
23–27	5
18–22	4
13–17	3
8–12	2
1-7	1

3. Wages Schedule

Classification	Step	Salary July 2015	Salary Sept 2016	Salary Sept 2017	Salary Sept 2018
1	1	\$40,352	\$41,361	\$42,395	\$43,455
	2	\$40,965	\$41,989	\$43,039	\$44,115
2	1	\$46,118	\$47,271	\$48,453	\$49,664
	2	\$46,818	\$47,988	\$49,188	\$50,418
3	1	\$54,186	\$55,540	\$56,929	\$58,352
	2	\$55,011	\$56,386	\$57,796	\$59,241
4	1	\$59,950	\$61,449	\$62,985	\$64,560
	2	\$60,863	\$62,385	\$63,945	\$65,543
5	1	\$68,020	\$69,721	\$71,464	\$73,250
	2	\$69,056	\$70,783	\$72,552	\$74,366
6	1	\$74,938	\$76,811	\$78,731	\$80,700
	2	\$76,079	\$77,981	\$79,930	\$81,928
7	1	\$84,162	\$86,266	\$88,422	\$90,633
	2	\$85,443	\$87,579	\$89,769	\$92,013
8	1	\$93,614	\$95,955	\$98,353	\$100,812
	2	\$95,022	\$97,397	\$99,832	\$102,328
9	1	\$103,267	\$105,848	\$108,495	\$111,207
	2	\$104,840	\$107,461	\$110,148	\$112,901

Whilst the College will endeavour to recruit appropriately qualified and experienced staff and pay them in accordance with the wages schedule above, circumstances may arise where the College elects to pay a rate above the wages schedule.

Progression

A professional staff member will be entitled to progress to Step 2 upon completion of twelve months in a position except as provided for below.

Where a professional staff member is subject to disciplinary action (in accordance with clause 22 of this agreement), automatic progression will be deferred until such time as the performance/conduct issue has been addressed to a satisfactory level. The deferment shall be reviewed within a period not exceeding four (4) months of the date of deferral.

4. Professional staff classification structure

4.1 Definitions

a. Supervision

- i. **“Close supervision”** — clear and detailed instructions are provided. Tasks are covered by standard procedures. Deviation from procedures or unfamiliar situations are referred to higher levels. Work is regularly checked.
- ii. **“Routine supervision”** — direction is provided on the tasks to be undertaken with some latitude to rearrange sequences and discriminate between established methods. Guidance on the approach to standard circumstances is provided in procedures. Guidance on the approach to non-standard circumstances is provided by a manager. Checking is selective rather than constant.

- iii. **“General direction”** — direction is provided on the assignments to be undertaken, with the staff member determining the appropriate use of established methods, tasks and sequences. There is some scope to determine an approach in the absence of established procedures or detailed instructions, but guidance is readily available. Performance is checked by assignment completion.
 - iv. **“Broad direction”** — direction is provided in terms of objectives which may require the planning of staff, time and material resources for their completion. Limited detailed guidance will be available and the development or modification of procedures by the staff member may be required. Performance will be measured against objectives.
- b. Qualifications (within the Australian Qualification Framework):
- i. **“Year 12”** — completion of a senior secondary certificate of education, usually in Year 12 of secondary school.
 - ii. **“Trade certificate”** — completion of an apprenticeship, normally of four years duration, or equivalent recognition, e.g. Certificate III.
 - iii. **“Post-trade certificate”** — a course of study over and above a trade certificate and less than a Certificate IV.
 - iv. **“Certificates I and II”** — courses that recognise basic vocational skills and knowledge, without a Year 12 prerequisite.
 - v. **“Certificate III”** — a course that provides a range of well-developed skills and is comparable to a trade certificate.
 - vi. **“Certificate IV”** — a course that provides greater breadth and depth of skill and knowledge and is comparable to a two-year part-time post-Year 12 or post-trade certificate course.
 - vii. **“Diploma”** — a course at a higher education or vocational educational and training institution, typically equivalent to two years full-time post-Year 12 study.
 - viii. **“Advanced diploma”** — a course at a higher education or vocational educational and training institution, typically equivalent to three years full-time post-Year 12 study.
 - ix. **“Degree”** — a recognised degree from a higher education institution often completed in three or four years and sometimes combined with a one year diploma.
- c. Classification dimensions:
- i. **“Training level”** — the type and duration of training which the duties of the classification level typically require for effective performance. Training is the process of acquiring skills and knowledge through formal education, on-the-job instruction or exposure to procedures.
 - ii. **“Level of supervision”** — this dimension covers both the way in which staff members are supervised or managed and the role of staff members in supervising or managing others.
 - iii. **“Task level”** — the type, complexity and responsibility of tasks typically performed by staff members within each classification level.

- iv. **“Organisational knowledge”** — the level of knowledge and awareness of the organisation, its structure and functions that would be expected of staff members at each proposed classification level and the purposes to which that organisational knowledge may be put.
- v. **“Judgment, independence and problem solving”** — judgment is the ability to make sound decisions, recognising the consequences of decisions taken or actions performed. Independence is the extent to which a staff member is able (or allowed) to work effectively without supervision or direction. Problem solving is the process of defining or selecting the appropriate course of action where alternative courses of actions are available. This dimension looks at how much of each of these three qualities applies at each classification level.
- vi. **“Typical activities”** — examples of activities typically undertaken by staff members in different occupations at each of the classification levels.

5. Professional staff level 1

5.1 Training level or qualifications

Staff members at the base of this level would not be required to have formal qualifications or work experience upon engagement.

Persons advancing through this level may typically perform duties which require a skill level which assumes and requires:

- a. knowledge, training or experience relevant to the duties to be performed
- b. completion of Year 12 without work experience
- c. completion of Certificates I or II with work related experience, or
- d. an equivalent combination of experience and training.

5.2 Level of supervision

Staff members will have close supervision or, in the case of more experienced staff members working alone, routine supervision.

5.3 Task level

The tasks will be straightforward administrative or manual duties or elements of Level 2 duties under close supervision and structured on-the-job training. May be required to operate certain office or building equipment. Some knowledge of materials, e.g. cleaning chemicals, may be required. With training and experience is able to perform a range of straightforward tasks where procedures are clearly established.

5.4 Organisational knowledge

Staff members will provide straightforward information to others on building or service locations. With training, they may provide general information and assistance to members of the public, students and other staff members based on a broad knowledge of the staff member’s work area/responsibilities including knowledge of the functions, locations and availability of particular personnel and services.

5.5 Judgment, independence and problem solving

Staff members will resolve problems where alternatives for staff members are limited and the required action is clear or can be readily referred to higher levels.

Staff members advancing through this level will be able to solve relatively simple problems with reference to established techniques and practices and be able to choose between a range of straightforward alternatives.

Staff members after 12 months or two years at this level should be able to perform a combination of various routine tasks and rearrange work sequences within the parameters of prearranged work priorities.

6. Professional staff level 2

6.1 Training level or qualifications

Level 2 duties typically require a skill level which assumes and requires knowledge or training in clerical/administrative, trades or technical functions equivalent to:

- a. completion of a trade certificate or Certificate III
- b. completion of Year 12 or a Certificate II with relevant work experience, or
- c. an equivalent combination of relevant experience and/or education/training.

Persons advancing through this level may typically perform duties which require further on-the-job training or knowledge and training equivalent to progress towards completion of a Certificate IV or Diploma.

6.2 Level of supervision

In technical positions, staff members will have routine supervision, moving to general direction with experience. In other positions, general direction. This is the first level where supervision of other staff members may be required.

6.3 Task level

This task level will require some complexity. Staff members will apply a body of knowledge equivalent to a trade certificate or Certificate III, including diagnostic skills and assessment of the best approach to a given task.

6.4 Organisational knowledge

Staff members will perform tasks/assignments which require knowledge of the work area processes and an understanding of how they interact with other related areas and processes.

6.5 Judgment, independence and problem solving

Staff members will exercise judgement on work methods and task sequences within specified timelines and standard practices and procedures.

7. Professional staff level 3

7.1 Training level or qualifications

Level 3 duties typically require a skill level which assumes and requires knowledge or training equivalent to:

- a. completion of a diploma level qualification with relevant work related experience
- b. completion of a Certificate IV with relevant work experience
- c. completion of a post-trades certificate and extensive relevant experience and on the job training

- d. completion of a Certificate III with extensive relevant work experience, or
- e. an equivalent combination of relevant experience and/or education/training.

7.2 **Level of supervision**

In technical positions, staff members will have routine supervision to general direction depending upon experience and the complexity of the tasks. In other positions, staff members will be given general direction. They may supervise or co-ordinate others to achieve objectives, including liaising with staff members at higher levels and may undertake stand-alone work.

7.3 **Task level**

Staff members may undertake limited creative, planning or design functions. They may apply skills to a varied range of tasks.

7.4 **Organisational knowledge**

Staff members will perform tasks/assignments which require proficiency in the work area's rules, regulations, processes and techniques and how they interact with other related functions.

7.5 **Judgment, independence and problem solving**

In technical positions, staff members will apply theoretical knowledge and techniques to a range of procedures and tasks.

In administrative positions, staff members will provide factual advice which requires proficiency in the work area's rules and regulations and procedures requiring expertise in a specialist area or broad knowledge of a range of personnel and functions.

8. **Professional staff level 4**

8.1 **Training level or qualifications**

Level 4 duties typically require a skill level which assumes and requires knowledge or training equivalent to:

- a. completion of a degree without subsequent relevant work experience
- b. completion of an advanced diploma qualification and at least one year's subsequent relevant work experience
- c. completion of a diploma qualification and at least two years' subsequent relevant work experience
- d. completion of a Certificate IV and extensive relevant work experience
- e. completion of a post-trade certificate and extensive (typically more than two years) relevant experience as a technician, or
- f. an equivalent combination of relevant experience and/or education/training.

8.2 **Level of supervision**

In professional positions, staff members will be given routine supervision to general direction, depending on tasks involved and experience. In other positions, they will be given general direction and may supervise other staff.

8.3 **Task level**

Staff members will apply a body of broad technical knowledge and experience at a more advanced level than Level 3, including the development of areas of specialist expertise. In professional positions, they will apply theoretical knowledge, at degree level, in a straightforward way. In administrative positions, they will provide interpretation, advice and decisions on rules and entitlements.

8.4 Organisational knowledge

Staff members will perform tasks/assignments which require proficiency in the work area's rules, regulations, policies, procedures, systems, processes and techniques, and how they interact with other related functions, in order to assist in their adaptation to achieve objectives, and advise, assist and influence others.

8.5 Judgment, independence and problem solving

In professional positions, staff members will solve problems through the standard application of theoretical principles and techniques at degree level. In technical positions, they will apply standard technical training and experience to solve problems. In administrative positions, they may apply expertise in a particular set of rules or regulations to make decisions, or be responsible for coordinating a team to provide an administrative service.

9. Professional staff level 5

9.1 Training level or qualifications

Level 5 duties typically require a skill level which assumes and requires knowledge or training equivalent to:

- a. a degree with subsequent relevant experience
- b. extensive experience and specialist expertise or broad knowledge in technical or administrative fields, or
- c. an equivalent combination of relevant experience and/or education/training.

9.2 Level of supervision

In professional positions, staff members will be given general direction; in other positions, broad direction. They may have extensive supervisory and line management responsibility for technical, administrative and other non-professional staff members.

9.3 Task level

Staff members will perform work assignments guided by policy, precedent, professional standards and managerial or technical expertise. Staff members would have the latitude to develop or redefine procedure and interpret policy so long as other work areas are not affected. In technical and administrative areas, they will have a depth or breadth of expertise developed through extensive relevant experience and application.

9.4 Organisational knowledge

Staff members will perform tasks/assignments which require proficiency in the work area's existing rules, regulations, policies, procedures, systems, processes and techniques and how they interact with other related functions, and will adapt those procedures and techniques as required to achieve objectives without impacting on other areas.

9.5 Judgment, independence and problem solving

Staff members will have the discretion to innovate within their own function and take responsibility for outcomes, as well as design, develop and test complex equipment, systems and procedures, undertake planning involving resources use, develop proposals for resource allocation, exercise high level diagnostic skills on sophisticated equipment or systems and analyse and report on data and experiments.

10. Professional staff level 6

10.1 Training level or qualifications

Level 6 duties typically require a skill level which assumes and requires knowledge or training equivalent to:

- a. a degree with at least four years of subsequent relevant experience
- b. extensive experience and management expertise in technical or administrative fields, or
- c. an equivalent combination of relevant experience and/or education/training.

10.2 Level of supervision

Staff members will be given broad direction. They may manage other staff members including administrative, technical and/or professional staff members.

10.3 Task level

Staff members will independently relate existing policy to work assignments or rethink the way a specific body of knowledge is applied in order to solve problems. In professional or technical positions, they may be a recognised authority in a specialised area.

10.4 Organisational knowledge

Staff members will have detailed knowledge of academic and administrative policies and the interrelationships between a range of policies and activities.

10.5 Judgment, independence and problem solving

Staff members will independently relate existing policy to work assignments, rethink the way a specific body of knowledge is applied in order to solve problems, adapt procedures to fit policy prescriptions or use theoretical principles in modifying and adapting techniques. This may involve stand-alone work or the supervision of staff members in order to achieve objectives. It may also involve the interpretation of policy which has an impact beyond the immediate work area.

11. Professional staff level 7

11.1 Training level or qualifications

Level 7 duties typically require a skill level which assumes and requires knowledge or training equivalent to:

- a. postgraduate qualifications or progress towards postgraduate qualifications and extensive relevant experience
- b. extensive experience and management expertise, or
- c. an equivalent combination of relevant experience and/or education/training.

11.2 **Level of supervision**

Staff members will be given broad direction working with a degree of autonomy. They may have management responsibility for a functional area and/or manage other staff members including administrative, technical and/or professional staff members.

11.3 **Task level**

Work at this level is likely to require the development of new ways of using a specific body of knowledge which applies to work assignments, or may involve the integration of other specific bodies of knowledge.

11.4 **Organisational knowledge**

Staff members will be expected to make policy recommendations to others and to implement programs involving major change which may impact on other areas of the institution's operations.

11.5 **Judgment, independence and problem solving**

Staff members will be responsible for program development and implementation. They will provide strategic support and advice requiring integration of a range of organisational policies and external requirements, and will have an ability to achieve objectives operating within complex organisational structures.

12. Professional staff level 8

12.1 **Training level or qualifications**

Level 8 duties typically require a skill level which assumes and requires knowledge or training equivalent to:

- a. postgraduate qualifications and extensive relevant experience
- b. extensive management experience and proven management expertise, or
- c. an equivalent combination of relevant experience and/or education/training.

12.2 **Level of supervision**

Staff members will be given broad direction, working with a considerable degree of autonomy.

They will have management responsibility for a major functional area and/or manage other staff members including administrative, technical and/or professional staff members.

12.3 **Task level**

Staff members will have a demonstrated capacity to conceptualise, develop and review major professional, management or administrative policies at the corporate level.

They will have significant high level creative, planning and management functions and responsibility for significant resources

12.4 **Organisational knowledge**

Staff members will conceptualise, develop and review major policies, objectives and strategies involving high level liaison with internal and external client areas. They will be responsible for programs involving major change which may impact on other areas of the institution's operations.

12.5 **Judgment, independence and problem solving**

Staff members will be responsible for significant program development and implementation. They will provide strategic support and advice (e.g. to schools or faculties or at the corporate level) requiring integration of a range of internal and external policies and demands, and an ability to achieve broad objectives while operating within complex organisational structures.

13. Professional staff level 9

13.1 **Training level or qualifications**

Level 9 duties typically require a skill level which assumes and requires knowledge or training equivalent to:

- a. proven expertise in the management of significant human and material resources, and
- b. in some areas, postgraduate qualifications and extensive relevant experience.

13.2 **Level of supervision**

Staff members will be given broad direction, operating with a high overall degree of autonomy. They will have substantial management responsibility for diverse activities and/or staff members (including administrative, technical and/or professional staff members).

13.3 **Task level**

Staff members will have responsibility for complex, significant and high level creative planning, program and managerial functions with clear accountability for program performance. They will have a comprehensive knowledge of related programs and will generate and use a high level of theoretical and applied knowledge.

13.4 **Organisational knowledge**

Staff members will bring a multi-perspective understanding to the development, carriage, marketing and implementation of new policies; and devise new ways of adapting the organisation's strategies to new, including externally generated, demands.

13.5 **Judgment, independence and problem solving**

Staff members will be fully responsible for the achievement of significant organisational objectives and programs.


Schedule D

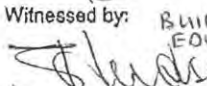
Management exclusion

4.	Senior Management
	Postgraduate and undergraduate qualifications as appropriate
	<ul style="list-style-type: none">• Director – English Language Programs• Director – Academic Programs• Senior Executive Officer• Business Manager• Senior Manager – Student Support

Signatories

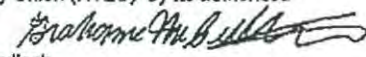
Signed for and on behalf of UWS Enterprises Pty Limited, trading as Western Sydney University, The College by its authorised representative



ANDREW DAWKINS

Witnessed by: 
FEO
BUILDING 11, NIRIMBA
EDUCATION PRECINCT
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BLACKTOWN NSW 2148
SUSAN HUDSON
EXECUTIVE DIRECTOR,
HR, WSU

Date: 3/11/16
BUILDING AE, WERRINGTON
NORM CAMPUS
GREAT WESTERN HIGHWAY,
WERRINGTON NSW 2747

Signed for and on behalf of the National Tertiary Education Industry Union (NTEU) by its authorised representative

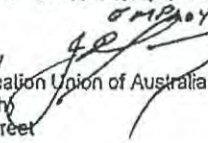

Mr Grahame McCulloch
National Secretary
First Floor, 120 Clarendon Street
Southbank, Victoria 3006

Witnessed by: 

Name: SARAH ROBERTS
Address: Level 1, 120 Clarendon St.
South Melbourne VIC 3205.

Date: 28/10/16

Signed for and on behalf of the Independent Education Union of Australia NSW/ACT Branch by its authorised representative

AS A REPRESENTATIVE OF EMPLOYEES.

Mr John Quessy
General-Secretary
Independent Education Union of Australia
(NSW/ACT Branch)
485-501 Wattle Street
Ultimo NSW 2007

Witnessed by: 

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ULTIMO 2007

Date: 31/10/16

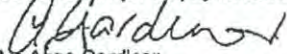
Signed for and on behalf of employees represented by authorised Bargaining Representative


Witnessed by:

Name:
Address:

Date:

Signed for and on behalf of the Community and Public Sector Union (CPSU) by its authorised representative


Ms Anne Gardiner
Branch Secretary
Community and Public Sector Union (SPSF Group)
NSW Branch
160 Clarence Street
Sydney NSW 2000

Witnessed by: 

Name: P. HOESE
Address: 145 RUMIST AVE WERRINGTON

Date: 25/10/16 NSW 2115

Signed for and on behalf of employees represented by authorised Bargaining Representative

Witnessed by:

Name:
Address:

Date:

WESTERN SYDNEY
UNIVERSITY



The College

Undertakings under section 190 of the Fair Work Act 2009 (Cth)

Western Sydney University, The College Enterprise Agreement 2016

AG2016/6807

In accordance with section 190 of the Fair Work Act 2009 (Cth) (the Act), Western Sydney University, The College (The College) undertakes the following whilst the Agreement is in operation:

1. Clause 16.96 – Emergency Services Leave

Unpaid emergency services leave will be provided in accordance with the National Employment Standards.

2. Clause 24.6 – Redundancy

Redundancy entitlements will be no less beneficial than as provided for in the National Employment Standards.

All references to legislation in these undertakings are references to the relevant provisions of the legislation as amended or replaced.

Signed on behalf of Western Sydney University, The College by its representative:

Andrew Dawkins

Chief Executive Officer

Building U11, Nirimba Education Precinct

Quakers Hill Parkway, Blacktown NSW 2148

Date: 19 December 2016

Schedule 2.3—Model consultation term

(regulation 2.09)

Model consultation term

- (1) This term applies if the employer:
 - (a) has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or
 - (b) proposes to introduce a change to the regular roster or ordinary hours of work of employees.

Major change

- (2) For a major change referred to in paragraph (1)(a):
 - (a) the employer must notify the relevant employees of the decision to introduce the major change; and
 - (b) subclauses (3) to (9) apply.
- (3) The relevant employees may appoint a representative for the purposes of the procedures in this term.
- (4) If:
 - (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (b) the employee or employees advise the employer of the identity of the representative;the employer must recognise the representative.
- (5) As soon as practicable after making its decision, the employer must:
 - (a) discuss with the relevant employees:
 - (i) the introduction of the change; and
 - (ii) the effect the change is likely to have on the employees; and
 - (iii) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and

- (b) for the purposes of the discussion—provide, in writing, to the relevant employees:
 - (i) all relevant information about the change including the nature of the change proposed; and
 - (ii) information about the expected effects of the change on the employees; and
 - (iii) any other matters likely to affect the employees.
- (6) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (7) The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- (8) If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in paragraph (2)(a) and subclauses (3) and (5) are taken not to apply.
- (9) In this term, a major change is ***likely to have a significant effect on employees*** if it results in:
 - (a) the termination of the employment of employees; or
 - (b) major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
 - (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - (d) the alteration of hours of work; or
 - (e) the need to retrain employees; or
 - (f) the need to relocate employees to another workplace; or
 - (g) the restructuring of jobs.

Change to regular roster or ordinary hours of work

- (10) For a change referred to in paragraph (1)(b):
 - (a) the employer must notify the relevant employees of the proposed change; and
 - (b) subclauses (11) to (15) apply.
- (11) The relevant employees may appoint a representative for the purposes of the procedures in this term.

- (12) If:
- (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (b) the employee or employees advise the employer of the identity of the representative;
- the employer must recognise the representative.
- (13) As soon as practicable after proposing to introduce the change, the employer must:
- (a) discuss with the relevant employees the introduction of the change; and
 - (b) for the purposes of the discussion—provide to the relevant employees:
 - (i) all relevant information about the change, including the nature of the change; and
 - (ii) information about what the employer reasonably believes will be the effects of the change on the employees; and
 - (iii) information about any other matters that the employer reasonably believes are likely to affect the employees; and
 - (c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- (14) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (15) The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.
- (16) In this term:
- relevant employees* means the employees who may be affected by a change referred to in subclause (1).