



DECISION

Fair Work Act 2009

s.185—Approval of enterprise agreement

UWS College Pty Limited

(AG2010/14512)

UWS COLLEGE ENTERPRISE AGREEMENT 2010

Educational services

SENIOR DEPUTY PRESIDENT DRAKE

SYDNEY, 22 SEPTEMBER 2010

Application for approval of the UWS College Enterprise Agreement 2010.

[1] An application has been made for approval of an enterprise agreement known as the *UWS College Enterprise Agreement 2010* (the Agreement). The application was made pursuant to s185 of the *Fair Work Act 2009* (the Act). It has been made by UWS College Pty Limited. The agreement is a single enterprise agreement.

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

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

[4] The Independent Education Union of Australia, NSW/ACT Branch and the National Tertiary Education Union (NSW Division) being bargaining representatives for the Agreement, have given notice under s183 of the Act that they want the Agreement to cover them. In accordance with s201(2) of the Act I note that the Agreement covers the organisations.

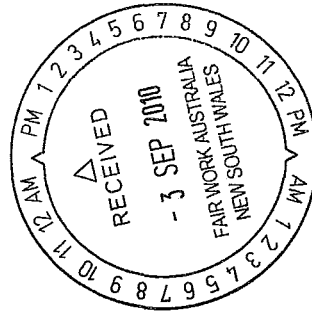
[5] The Agreement is approved and, in accordance with s54 of the Act, will operate from 29 September 2010. The nominal expiry date of the Agreement is 29 September 2012.



SENIOR DEPUTY PRESIDENT

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UWSCollege
Enterprise Agreement 2010

1. **TITLE**

This agreement will be known as the UWS College Enterprise Agreement 2010

2. **ARRANGEMENT**

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3. **APPLICATION AND OPERATION**

- 3.1 This Agreement has been negotiated by and is binding upon:
- UWSCollege
 - The National Tertiary Education Industry Union (NTEU)
 - Independent Education Union (IEU)
- 3.2 This Agreement applies to all staff of the College, excluding any teachers employed to delivery training via the College's Professional Programs Department and IELTS casual staff employed to perform invigilation and examination marking.
- 3.3 General staff of UWSCollege, excluding those provided for in clause 3.3, are only covered by certain specified provision of the agreement. The following provisions do not apply to General Staff:
- Short Term Casuals (Clause 8.10)
 - Sessional Casuals (Clause 8.11)
 - Casual Academic Pathways (Clause 8.12)
 - Annual Teaching Hours (Clause 9.5)
 - Progression through Grades (Clause 15)
 - Schedules A, B, C & D
- This coverage will continue either until the expiration of this agreement or until the terms and conditions are replaced by a separate agreement applying only to general staff.
- 3.4 Where there is an inconsistency between the main body and any Schedule to the Agreement, the Schedule will, to the extent of the inconsistency, prevail.
- 3.5 This agreement does not apply to Senior Managers with a base salary as at the time of lodgement equal to or greater than \$95,000.
- 3.6 This Agreement will take effect seven days after approval from Fair Work Australia and will remain in place for two (2) years. It will continue to have coverage until the finalisation of a subsequent agreement or until otherwise varied or terminated in accordance with the Fair Work Act 2009.
- 3.7 Negotiations for a replacement agreement shall begin no later than 90 days before the expiry date of this agreement.
- 3.8 This Agreement operates exclusively and wholly displaces all Awards and agreements that would otherwise apply to any teaching staff covered by this agreement.
- 3.9 Copies of the Agreement will be made available to all staff. New staff members will be provided with a copy of the Agreement upon commencement or will be advised where to access a copy of the Agreement.

4. DEFINITIONS

Act means the Fair Work Act 2009 (Commonwealth) (as amended or replaced from time to time)

Agreement means the UWS College Enterprise Agreement 2010

Assistant Coordinator means a staff member who in addition to the duties defined for a teacher is assigned some minor coordinating activities.

Casual Sessional teacher means a casual teacher who is employed on a semester by semester for a nominated number of hours.

Casual Short-Term/Relief teacher means a casual teacher who is engaged by the hour as required by the college.

Chief Executive Officer means the Chief Executive Officer of UWS College (CEO).

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 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.

Contact Hours means the hours of work in which the staff member is engaged in face-to-face teaching and supervision of students in scheduled classes, laboratories, tours and excursion, but does not include time spent in course preparation and administration.

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 with UWS College, 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 the University of Western Sydney including periods of paid and unpaid leave.

Discipline Policy means the UWS College Discipline Policy in effect at the time of the agreement lodgement. Any modification to the policy subsequent to lodgement date will not apply to this agreement.

Education Co-ordinator 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: co-ordination 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.

General Staff means a staff member engaged to perform any other duties other than those provided for under Education Coordinator and teaching staff definitions.

Fixed term means employment for a specified period of time. Start and finish dates are incorporated into the contract of employment.

Full-Time means any staff member (other than a casual or sessional teacher) who works 35 ordinary hours per week.

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 parent, grandparents, brother sister child or grandchild.

Part-time means employment on a continuing or fixed term basis for a stated proportion of full-time employment.

Parties: means the staff members, the College and each of the Unions bound by the Agreement

Preparation: includes but is not limited to preparation of classes and other duties associated with program delivery including lesson planning components, assessments, marking.

Professional Duties: may involve staff meetings, professional development sessions, material and curriculum development and maintenance, organising events for students, etc.

Proportional Calculation means teaching load allocated to a part time teacher as a proportion of the teaching load usually allocated to a full time teacher.

Staff Member(s) means the person employed by UWS College

Teaching staff means a staff member engaged to perform a range of duties which include but are not limited to the following: the conduct of classes, consultation, examination setting, curriculum development, co-ordination of teaching and/or teaching related activities, program management, teacher supervision and associate 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 UWS College.

Teaching Load means face to face teaching and any other duties which may be allocated in substitution of face to face teaching.

Unions means the Independent Education Union of Australia NSW/ACT Branch ("the IEU") and the National Tertiary Education Industry Union ("the NTEU")

5. EMPLOYEE CONSULTATION

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

5.2 The JCC will meet regularly to consult on matters relating to:

- i) Implementation of the agreement
- ii) Improving the efficiency, productivity and competitiveness of the College.

Broadly, the role of the JCC will include:

- Throughout the term of this Agreement, the JCC will meet at least quarterly, to monitor the implementation of the Agreement.
- Discussion of broad human resource and policy/practice issues
- To promote an open exchange of workplace related views
- To share as a forum to share views on significant general staff member relations issues
- To discuss proposed new initiatives

5.3 The JCC will comprise four (4) nominees from College management and four (4) staff members (minimum 2 of which will be union representatives) as elected by staff covered by the terms of this Agreement. The JCC will select a chairperson from amongst its representatives who will assume this role for a period not to exceed one (1) year.

6. COMMERCIAL CONTEXT

UWS College is a wholly owned entity of the University of Western Sydney 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. 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 to rapidly respond to changing market conditions.

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 UWS 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.

The College recognizes the need to treat staff in a fair, equitable and non-discriminatory manner at all times and recognizes the right of staff to procedural fairness.

7. NO EXTRA CLAIMS

For the period of this Agreement, the College and the Unions 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 the Agreement, except as provided for by the Agreement.

8. TYPES OF EMPLOYMENT

8.1 UWSCollege will employ a staff member on terms that correspond with one or other of the types of employment prescribed within this clause.

8.2 A staff member employed on a continuing or a fixed-term basis may be employed in either a full time or a part-time capacity.

8.3 Upon commencement, the College shall provide a new staff member with a letter of appointment which stipulates the type of employment and:

- i) For staff members other than casual staff members, the classification, salary and hours of work
- ii) 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
- iii) For casual staff members, the duties required, the number of hours required and the rate of pay.
- iv) For any staff member subject to a probationary period, the length and term of the probation.

Permanent Employment

8.4 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.

8.5 Permanent staff members will either be employed on a full-time basis (ie 35 hours per week) or a part-time basis.

Part-Time Employment

8.6 Part-time means employment on a permanent or fixed term basis for less than 35 hours per week.

8.7 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.

8.8 Where a part-time employee supplements their income by taking on additional casual hours with the College, priority should be given at all times to the permanent part-time hours.

Fixed-Term Employment

8.9 Fixed-term employment may be full-time or part-time in nature. 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, upon the occurrence of which the term of the employment will expire, and for which, during the term of employment, the contract is not terminable, by UWSCollege, other than:

- (i) during a probationary period in accordance with Clause 9 of this Agreement; or
- (ii) where the work is no longer required to be undertaken; or
- (iii) for cause based upon unsatisfactory performance or serious or wilful misconduct in accordance with Clause of this Agreement.

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.

Casual Employment

8.10 Short-Term

- i) Casual teaching staff in English and AMEP will be engaged on hourly basis and paid in accordance with the following:
 - Less than 3.5 hours face to face teaching – hourly rate
 - More than 3.5 hours face to face teaching – daily rate.with the minimum period of engagement (and/or payment) being 3 consecutive hours on any given day (less meal break), unless a staff members request less then 3 hours in which case the staff member will be paid for a minimum of 2.
- ii) Casual teaching staff in English and AMEP 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 duties, except as provided for in clauses 8.12(iii).
- iii) Short Term Casuals paid the daily rate are required to attend the College in accordance with the Hours of Work clause.

8.11 Sessional Casual

- i) Sessional Casuals are employed on a semester by semester basis.
- ii) Casual teaching staff in English and AMEP will be paid in accordance with the following:
 - Less than 3.5 hours face to face teaching – hourly rate
 - More than 3.5 hours face to face teaching – daily rate.with the minimum period of engagement (and/or payment) being 2 consecutive hours on any given day.
- iii) 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 duties, except as provided for in clauses 8.12(iii).
- iv) Sessional Casuals paid the daily rate are required to attend the College in accordance with the Hours of Work clause.

8.12 Casual - Academic Pathways Program

- i) Casuals working with the Academic Pathways Programs are predominantly employed on a semester by semester basis. Occasions may arise where Academic casuals are used for relief or additional classes (eg support classes).
- ii) Such casuals will be paid the appropriate hourly rate as provided for in Schedule A,
- iii) Casuals teachers delivering an Academic Pathways program are not entitled to preparation time as consideration of such time is included in the hourly rate.

- iv) Casual teachers teaching in the Academic Pathways Programs will be paid the non-teaching hourly rate as outlined in Schedule A for the marking and supervising of final examinations.

8.13 Rates of pay

- i) The rates of pay for all staff are outlined in the Schedules to this Agreement.
- ii) The rate of pay for casual staff includes a loading in lieu of Agreement benefits for which a casual staff member is ineligible including some leave entitlements (eg annual leave, sick leave, etc).
- iii) The hourly rate of pay for casual teachers in English and AMEP will encompass the following activities in addition to the delivery of lectures and/or tutorials:
 - (a) preparing lectures or tutorials
 - (b) up to 20 minutes of marking for each hour of teaching
 - (c) administration of relevant records of the students for whom the casual staff member is responsible and
 - (d) consultation with students.
- iv) Casual general staff will be paid the applicable weekly rate for full-time employees divided by 38 plus 25%
- v) A casual teacher will be paid a casual loading of 25% in lieu of all paid leave entitlements.
- vi) The hourly rate of pay for casual teachers in the Academic Pathways Program is calculated as follows:

Base hour Rate (per schedule A) + casual loading as prescribed in Clause (iii) above
- vii) The daily rate of pay for casual teachers in the Migrant English and English Programs is calculated as follows:

$$\left(\frac{\text{Applicable Salary}}{261} \right) + \text{casual loading}$$

9. HOURS OF WORK AND RELATED MATTERS

9.1 Ordinary Hours of Work

- i) Ordinary hours of work of staff members will be thirty-five (35) hours per week. Such hours will be worked between the span of hours outlined below:
 - 8:00am and 9:00pm, Monday to Friday
 - 7.00am to 6.00 pm Saturday
- ii) The maximum number of face to face teaching hours that a teacher is required to teach are:
 - Academic Pathways Programs: 752 hours per annum (averaging 16 hours per week)
 - English & Migrant English Programs: 900 hours per annum (20 hours per week)
- iii) 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.
- iv) The hours/pattern of work may be negotiated on an individual level to optimise flexibility in both the College's operations and the individual's private life where operationally possible. Such arrangement shall not exceed face to face teaching provisions in accordance with clause (ii) above.

- v) For permanent staff members, the maximum hours of work of any day shall be nine (9) hours of which no more than six (6) hours can be face to face teaching.
- vi) A standard day for the purposes of calculating leave and payment for public holidays is 7.0
- vii) Where a supervisor proposes to temporarily or permanently change the established pattern of hours of a staff member within the span of hours set out in this agreement, the supervisor will give the staff member one month 's notice (or less if mutually agreed between the staff member and the supervisor) of the proposed change.
- viii) Where a supervisor is satisfied that there is good and sufficient reasons as to why a staff member cannot work the changed hours then the staff member shall not be required to work the changed hours. Such good and sufficient reasons may include (but are not limited to) the personal, family and carer's commitments of the staff member.
- ix) Where the change of hours involves work on a Saturday, such change will only take effective if mutually agreed by the parties.
- x) In the event of a dispute in relation to this matter, the matter should be escalated to the senior management team and the staff member provided with the opportunity to present their case.
- xi) Teachers in the English Program will be allocated two (2) non-teaching weeks per annum during non-peak times to enable them to carry out curriculum research and development and/or reflect on and improve their teaching practices.

9.2 Flexibility

- i) The College is committed to providing optimum flexibility in the workplace. Flexible working arrangements allow staff members and the College to vary their start and finish times, and patterns of work, to balance the priorities of the College and the staff members' personal commitments.
- ii) The nature and regularity of any flexibility granted will be based on operational requirements of the work area, more specifically the impact on the quality of teaching and learning and the student experience.
- iii) Any individual flexibility arrangement agreement will be in accordance with Section 172 and 194 of the *Fair Work Act 2009*
- iv) Any individual flexibility arrangement will be made in writing and will be signed by both the College and the employee. The College must give the employee such communication within 14 days after it is agreed to.
- v) Either the College or the employee may terminate the individual flexibility arrangement:
 - (1) by giving no more than 28 days written notice to the other party to the arrangement; or
 - (2) if the employer and employee agree in writing — at any time.
- vi) Teaching Timetables will not be designed around an individual teachers preferred hours or pattern of work.
- vii) Staff members will be expected to schedule their working week to ensure participation in departmental meetings, professional development activities and to fulfil supervision duties (as required)
- viii) Any changes to start and finish times must fall within the span of hours as provided for in clause 9.1(i) above, unless otherwise mutually agreed.
- ix) A staff member must be in attendance for at least 3 hours during the core operating hours of the business (9 am to 4 pm) unless alternative arrangements have been agreed.

- x) Academic Pathways teaching staff may be entitled to working from home for 10 days per annum to complete teaching related tasks – eg curriculum work, revising, developing new specific assessment tasks, lesson preparation and marking. The specific work would be negotiated with relevant Head of Program and/or Coordinator

9.3 Reasonable Hours

- i) The College does not require staff to work excessive hours and does not encourage or condone workplace culture that requires staff to work long hours. It is the responsibility of the College's supervisors to ensure that unreasonable expectations are not put on staff members which results in working excessive hours and it is the responsibility of staff members to ensure they are not working excessive hours.
- ii) 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.
- iii) The College shall take reasonable steps to ensure that staff members do not work excessive or unreasonable hours and are provided with Time in Lieu in accordance with the time in Lieu provisions of this Agreement.
- iv) No staff member will be required to work excessive overtime on a regular or ongoing basis.
- v) 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:
 - (a) Any risk to the staff member's health and safety;
 - (b) The staff member's personal circumstances including any family responsibilities;
 - (c) The needs of the workplace or enterprise;
 - (d) The notice (if any) given by the College of the additional hours and by the staff member of their intention to refuse it; and
 - (e) Any other relevant matter.

9.4 Time in Lieu

- i) 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.
- ii) Time in lieu is not applicable for activities that fall within the Teaching Staff definition as provided for in clause 4, Definitions.
- iii) Examples of instances where the accrual of Time in Lieu would be appropriate include:
 - (1) Weekends worked in Sydney when Saturday/Sunday are not deemed to be the staff members ordinary hours of work
 - (2) Weekends worked overseas where 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.
 - (3) Evening functions which extend beyond 5:00 pm such as course information evenings.
- iv) The accrual of time in lieu must be agreed to by the staff member's supervisor prior to the additional hours being worked.
- v) Time in lieu will accrued on an hour worked for an hour accrued basis, unless such hours are outside the span of hours as provided for in clause 9.1(i) above. In such instances time in lieu will accrue on the basis of time and a half for each hour worked

- vi) All time in lieu on a Saturday or Sunday will accrue on the basis of time and a half for each hour worked.
- vii) 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.
- viii) Where a staff member can demonstrate the need to work additional hours due to an emergency the supervisor will agree to the accrual of time in lieu retrospectively.
- ix) Where a staff member can demonstrate the need to work additional hours due to genuine business needs or unexpected work demand, the supervisor may agree to the accrual of time in lieu retrospectively.
- x) 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 Application Form duly signed by the authorising manager.
- xi) When staff members wish to take time-in-lieu, a leave application form detailing the period of absence must be completed, approved by the staff member's supervisor and forwarded to the payroll office. When approving such absence, consideration will be given to the operational requirements of the business
- xii) Time in lieu should be taken within a 12-month period from the accrual, unless the staff member and their supervisor have made alternative arrangements. If the time in lieu is not taken within the above timeframe payment for time accrued shall be made.

9.5 Meal Breaks

A staff member will be entitled to a meal break of not less than thirty (30) minutes, Monday to Saturday and, except with the prior permission of the relevant Supervisor, not more than one (1) hour will be allowed for each meal.

Any meal break should be taken no later after 5 hours after commencement of work.

10. PROBATION

- 10.1 All new staff members will be subject to a probationary period of three (3) months. The purpose of a 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.
- 10.2 Where there is a concern about a staff member's suitability, the initial probationary period may be extended by a further three (3) months.
- 10.3 Within the first three (3) weeks of commencement with the College, the immediate supervisor will sit down with the new staff member and outline the role duties, deliverables and expectations.
- 10.4 During the probation period, the staff member shall be provided with regular feedback from their supervisor with respect to their capacity to discharge the responsibilities of the position and any other issues that arise during the probation period. Support, training and guidance will also be provided to staff members to help address any performance issues which have been identified.
- 10.5 Prior to the expiration of the probation period:
 - i) A formal review discussion should take place between the supervisor and the staff member to discuss the staff member's overall performance. During this discussion the staff member will be provided with the opportunity to raise any concerns and respond to the supervisor's comments.

- ii) The immediate supervisor should determine whether the appointment should be confirmed, terminated or the probation period extended in consultation with the Human Resources Manager/Executive Principal.
- 10.6 Employment will be confirmed if the staff member is deemed suitable for the position after a period of probation is undertaken. Prior to the completion of the probation period, the staff member will be informed, in writing, that their employment is confirmed and their probation period has ended.
 - 10.7 Where it is determined that a staff member is unsuitable for a position for reasons of performance or conduct, the probation period may be terminated on the giving of two weeks notice on either side.
 - 10.8 Where it is determined that a staff member's probationary period should be extended confirmation of this will be provided in writing together with a clear outline of the areas of performance where improvement is required. Consistent with 10.4 above, support and training will be provided to address any performance issues.
 - 10.9 Notwithstanding any other provision of this Agreement, the employment of a staff member on probation may be terminated at any time for serious misconduct.

11. PERFORMANCE MANAGEMENT

- 11.1 UWS 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.
- 11.2 A key element to achieving these objectives will be the UWS College Performance Management and Development Program. 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
- 11.3 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.
- 11.4 Casual staff may also be assessed in accordance with the Performance Management and Development Program to determine their suitability for re-engagement and/or promotion.
- 11.5 The Program will include the mutual development of an annual performance plan aligned to the College objectives which includes: planning and goal setting; performance feedback; and review of achievements and effectiveness of professional development activities dependent on the level, experience and workload of the individual staff member.
- 11.6 The process will be governed by the College Performance Management and Development Policy.

12. LEAVE PROVISIONS

12.1 Annual Leave

i) Entitlements

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

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

Permanent staff members with the approval of their supervisor 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 which meets the needs of both the staff member and as far as practicable, the operational requirements of the work unit.

A staff member may take annual leave provided that:

- The manager or nominated delegate has authorised the leave in advance of the leave being taken; and
- The staff member has accrued the amount of leave he or she proposes to take.

UWS College does not provide for a staff to take paid annual leave in advance of accruing that entitlement.

ii) 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:

- Refuse to authorise the taking of annual leave; or
- Revoke an authorisation.

iii) Direction

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

- The Annual Christmas shutdown; or
- If the staff member has accrued more than forty (40) days of annual leave; or
- For all teaching staff in the Academic program, a period of up to 5 days as provided for in Clause iv) below.

The Annual Christmas shutdown for staff in the AMEP business commences the week prior to Christmas and concluding the first working week of January.

For all other College staff the Annual Christmas shutdown commences on Christmas Day and concludes the first working week of January

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

In the first instance the staff member and the supervisor 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 twenty (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, he or she will be placed 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.

iv) Academic Pathways

All teaching staff within the Academic Pathways program will be subject to an annual shutdown of 5 days in the 2nd week of the break between Semester 2 and Semester 3. During this period staff members are required to take annual leave.

Where a staff member has inadequate entitlement, leave in advance will be granted or an employee may elect to take the time off without pay

v) Notice

A staff member is required to give at least two (2) weeks notice before the commencement of annual leave.

For periods of extended leave (ie 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 compassionate grounds, the requirement to provide such notice will be waived.

vi) Advanced Payment

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

vii) 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.

viii) 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.

ix) Annual Leave Loading

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

Annual Leave loading is payable the first pay 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.

x) 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.

xi) Payment of Leave Loading on Termination

Where a staff member terminates his or her employment with UWS College, or 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 the 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.

xii) One-Off Payout

In July 2010, as a one-off, any staff member who has accrued annual leave entitlements in excess of 60 days may apply to the Human Resources Department to cash out up to 20 days of their annual leave including annual leave loading.

Any such payment will be paid at the rate of the staff member's substantive salary at the date of payment.

12.2 Long Service Leave

- i) Full-time staff are entitled to long service leave as follows:
 - (1) after 10 years continuous service: 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
 - (2) after 15 years continuous service: 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 half their base rate of pay for each completed 5 years of continuous service.
- ii) 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.
- iii) In accordance with section 113A of the Fair Work Act 2009, a casual employee's service with the College from 5th December 2008 to the time this Agreement commences operation (**the excluded period**) does not count as service for the purposes of determining whether the employee is qualified for long service leave, or the amount of long service leave to which the employee is entitled under the NES or under a law of a State or Territory.
- iv) For the purpose of this clause, continuous service includes breaks in service of up to two months however the period of such break will not be counted as service.
- v) In calculating service to establish long service leave entitlements:
 - (1) any leave without pay will not count as service, except any period of leave without pay up to 6 months will count as service after completing 10 or more years service but if a period of leave without pay is more than 6 months, the whole of the period of leave without pay will not count as service
 - (2) any period of leave for service in the Australian Defence Force will count as service.
- vi) If a staff member has completed at least 5 years but less than 10 years continuous service, and their employment is terminated:
 - (1) by the College for any reason other than for serious misconduct
 - (2) by the staff member on account of illness, incapacity, or domestic or other pressing necessity; or
 - (3) by the death of the staff member;they will be entitled to a proportionate amount of long service leave at the rate of 3 months leave at their base rate of pay for 10 years continuous service.

12.3 Personal/Sick/Carers Leave

- i) Personal leave is

- (1) Paid leave taken by a staff member (other than a casual staff member) because of a personal illness or injury;
 - (2) Paid or unpaid leave taken by a staff member to provide care or support to member of their immediate family who requires care of support because of a personal illness, or injury, or an unexpected emergency.
- ii) Permanent staff members are entitled to 13 days paid personal leave for each completed year of service with UWS College. Where a staff member works part-time, leave will accrue on a pro-rata basis.
 - iii) Upon commencement of employment with UWS College, staff members will be accredited 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.
 - iv) In addition to the paid leave prescribed above, once a staff member has exhausted their entitlement above, they are entitled to an additional 2 days unpaid carers leave for each occasion
 - v) A medical certificate from a registered practitioner must be provided if:
 - (1) A staff member is absent in your first three months of service, or
 - (2) A staff member has been absent for more than two consecutive working days.
 - (3) A staff member is absent on either side of a public holiday subject to clause (vi) below.
 - vi) Where a staff member is sick either side of a public holiday, the staff member must provide a medical certificate from a registered practitioner or a statutory declaration.
 - vii) Where a staff member has exhausted all their paid personal leave they may:
 - (1) Elect to take to 2 days unpaid carers leave per occasion to provide care or support to member of their immediate household or immediate family.
 - (2) Elect to utilise any available annual leave or long service leave to cover their time away.
 - viii) Untaken personal leave will accrue from year to year.

12.4 Compassionate leave

- i) Compassionate leave is paid leave taken by a staff member for the purposes of spending time with a 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 a family member/member of the staff member's household.
- ii) All staff, other than casuals, are entitled to 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
- iii) Staff members are entitled to two (2) days paid leave for each occasion.
- iv) The College must consider the operational requirements and staff member circumstances when deciding if a staff member can access compassionate additional leave.
- v) Compassionate leave will count towards continuous service.
- vi) Casual staff member are not entitled to paid compassionate leave.

12.5 Parental Leave

- i) A permanent staff member is entitled to a period of up to fifty two (52) weeks of Parental leave where the staff members have or will have the primary responsibility for the care of the child,
- ii) A staff member must have 12 months continuous service with the College at the time of confinement to be eligible for parental leave
- iii) Such leave will commence on the date of birth or, in the case of a pregnant employee, up to six weeks before the expected date of birth
- iv) 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).
- v) The notice must specify the intended start and end dates of the leave.
- vi) A staff member must, if required by the employer, give the employer evidence that would satisfy a reasonable person if the leave is birth-related leave—of the date of birth, or the expected date of birth, of the child
- vii) 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.
- viii) At the end of a period of paid or unpaid parental, a 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.
- ix) 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
 - (b) Entering into a job share arrangement
- x) 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.
- xi) An employee who takes unpaid parental leave may request his or her employer to agree to an extension of unpaid parental leave for the employee for a further period of up to 12 months immediately following the end of the available parental leave period.
- xii) All other conditions pertaining to parental leave will be in accordance with the National Employment Standards contained in the Act.

12.6 Adoption Leave

- i) A staff member who adopts a child is entitled to a period of up to fifty two (52) weeks of adoption leave, commencing from the date of placement of the child.
- ii) 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.
- iii) 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.

- iv) 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.
- v) All other conditions pertaining to adoption will be in accordance with the National Employment Standards 2009.

12.7 Partner Leave

College staff members will be entitled to three (3) week partner leave (two (2) weeks of which will be paid leave, to be taken during the period, three (3) weeks prior to and three (3) months after the expected birth or placement of the child. For part-time staff members, the paid portion of the leave will be paid at the appropriate part-time rate of pay.

A staff member may apply to their supervisor for additional unpaid partner leave. Any decision will be at the discretion of the Supervisor consistent with the organisation unit's requirements at the time of the request.

12.8 Foster Parent Leave

From the time that the child enters their care a staff member acting as the primary carer of a foster child on a long term placement will be entitled to fifty two (52) weeks unpaid leave.

Three (3) weeks of the leave will be on full pay or six (6) weeks leave on half pay if the child is younger than five; or two (2) weeks on full pay or four (4) weeks leave on half pay if the child is five and over.

12.9 Fixed-Term Appointments

Staff members employed on a fixed-term contract of employment will cease to have entitlement to parental leave upon the expiration of the contract.

A staff member employed on a fixed term contract of employment whose contract expires when she is at least twenty (20) weeks' pregnant and whose employment is not continued beyond the expiry date of the contract, will be entitled to payment of the full paid maternity, unless she is offered and refused another contract of employment broadly comparable to her existing position; or a significant majority of the duties and responsibilities of the existing position are no longer being performed.

12.10 Defence Forces Leave

- i) Defence Leave for part-time military service will be granted to employees who serve in the Australian Naval, Army or Air.
- ii) Defence Reserve Leave will be granted to a permanent staff member, with at least 6 months service with the College, when notice is received from the Australian Defence Force, detailing the period of attendance required of the employee. Where practical such notice should be provided three (3) months prior to the period of leave.
- iii) 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.
- iv) Where practical such leave should be taken in "non-teaching time" and not at examination time.
- v) 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.
- vi) During any period of Defence Force Leave a staff member's College salary will be reduced by any salary paid to the individual by the Defence Forces. A staff member must disclose any such income to the College.

- vii) If a staff member is required to take additional leave for Defence Force Reserves purposes such leave will be either annual leave, long service leave or leave without pay.

12.11 Emergency Services Leave

- i) 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.
- ii) Definition of "voluntary emergency management activity" is limited to the following:
 - (1) activity that involves dealing with an emergency or natural disaster; and
 - (2) is carried out on a voluntary basis; and
 - (3) the employee is a member of has a member-like association with a recognised emergency management body; and
 - (4) was requested by the body to carry out the activity or would be reasonable to expect that it is likely that such request would have been made.
 - (5) Where practicable a staff member should inform their supervisor 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*.

12.12 Public Holidays

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.

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.

13. PAY RATE ADJUSTMENTS

- i) An increase of 5% effective from date of lodgement, less the amount of 3.5% already passed on to staff in July/August 2010.
- ii) An increase of 4.5% effective 12 months later.

Schedules A, B, C, D and E to this Agreement outline details of the classification structure and wages schedules.

14. ALLOWANCES

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

14.1 Higher Duties Allowance

- i) A substantive position of a staff member will be filled by an acting staff member for any vacancy arising for more than five (5) days, except where there is no necessity to fill the substantive position because the workload for that vacancy is sufficiently low due to downturn in program activities.
- ii) A HDA will be paid to a staff member who:

- (1) Is appointed by UWS College in an acting capacity to perform all of the duties of a higher classified position for more than ten (10) consecutive working days; and
- (2) Performs the higher duties required to be performed during the appointment
- iii) The rate of pay to apply for the HDA will be an amount equal to the difference between the salary of the higher classified position and the normal salary received by the staff member when in the substantive position.
- iv) 'Salary' means the appropriate salary payable during the period the staff member is required to perform temporarily the duties of the higher classified position. Any increases in salary during that period will be applied during the period of the temporary position,
- v) 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.
- vi) 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 twelve (12) months after expiry of the HDA (e.g. A staff member who has received payment of a HDA for nine (9) months will be entitled to receive payment of the HDA for fifteen (15) days of accrued annual leave regardless of whether such leave is taken in one or more periods).
- vii) The payment referred to in (vi) above will not apply to any other form of leave.
- viii) During extended periods of higher duties an Internal Temporary Transfer should be used instead of an HDA

14.2 First Aid Allowance

- i) 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 \$540 per annum if he/she is appointed by the College to perform first aid duty
- ii) 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.

The first aid allowance will be paid on a fortnightly basis.

15. PROGRESSION THROUGH GRADES

- 15.1 Teaching staff will progress through the ranges of the classification structure on achieving further experience or qualifications which in accordance with Schedules B and C until such time as they reach the maximum as outlined in Schedules B and C, subject to sub clause 15.3, 15.4 and 15.8.
- 15.2 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.
- 15.3 Full-time staff will progress on the experience scale, subject to Schedule B and C, on the anniversary of the commencement of their full-time employment.

Casual Staff members

- 15.4 For the purpose of determining progression through grades based on experience every 110 days on which a casual teacher has been engaged for a day or deemed day shall be deemed to constitute six months' service.

- 15.5 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 & AMEP

- 15.6 Any casual hours accrued at the time of transferring to permanent employment will be recognised in ascertaining future grade increases.
- 15.7 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 increase, that is 450 the staff member will be moved to the next step level at that time.
- 15.8 Where a casual staff member has not obtained 50% of the necessary hours they will be required to complete a total of 900 teaching hours before a step increase is effected. 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

- 15.9 Part-Time staff members will progress through the grading structure in accordance with Clause 15.1 on the completion of 900 hours.

16. CASUAL CONVERSION

- 16.1 UWS College is committed to maintaining a flexible and adaptable workforce to order to remain responsive to the varying market demands. The utilization of casual staff is both inherent and crucial to our business.
- 16.2 The College is committed to providing secure employment opportunities for staff provided the financial position and the external market demands support such actions.
- 16.3 A casual staff member may apply to have their employment converted to ongoing employment or fixed-term employment if they have been employed by the College on a regular and systemic basis in the same or substantially the same position either:
- i) Over the immediately preceding 12 months during which their average weekly hours worked equalled at least 50 percent of the ordinary weekly hours of a full time equivalent staff member; or
 - ii) Over the immediately preceding 24 months
- 16.4 The College may refuse a request to convert on the following grounds:
- i) The work being performed will cease to be required
 - ii) The work being performed is no longer available by virtue of loss of contract, lack of student numbers, subject dissolution, etc
 - iii) The nature of the work has changed such that the casual does not meet the future requirements of the role
 - iv) The work is ad hoc, intermittent, unpredictable or involves hours that are irregular
 - v) There are issues concerning the casual staff member's performance which inhibit the conversion at this point in time.
- 16.5 If the application is rejected, the casual staff member will not be entitled to apply again within 12 months.
- 16.6 If an offer is granted, such offer will be considerate of the hours/pattern of work over the timeframe provided for in Clause 16.3 above and take into consideration what is reasonably practicable given the College's operational requirements.

17. TERMINATION OF EMPLOYMENT

- 17.1 Any decision to discipline or terminate a staff member's employment will only occur in accordance with this Agreement.
- 17.2 The employment relationship may be terminated by:

- i) the Staff member through voluntarily resignation, retirement, abandonment the job, death or
- ii) by the College through redundancy, or dismissal for disciplinary reasons (including serious misconduct)

17.3 Either party is required to give the following notice (except in circumstances of serious misconduct and redundancy)

Staff member Category	Period Of Notice
All permanent staff members	4 weeks
All Casual staff members	2 weeks

17.4 Furthermore, where the employment is terminated by the College, and the staff member is over 45 years of age and has at least 2 years of continuous service with the College, an additional 1 weeks notice is required.

17.5 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.

17.6 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 pay a staff member would have received in respect of the ordinary time they would have worked during the period of notice had their employment not been terminated will be used.

Abandonment

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

Termination due to unsatisfactory performance

17.8 The College may terminate employment due to a staff member's unsatisfactory performance. The decision to terminate the employment will be preceded by disciplinary action, in accordance with clause 18 and the College's Disciplinary Policy.

17.9 Unsatisfactory Performance means a persistent failure of the staff member to perform the work of the position or appointment at a level which would be reasonably required having regard to:

- i) the nature and purpose of the position;
- ii) its classification; and
- iii) any representations made by the staff member at the time of selection for employment or selection/promotion to the staff members current position or level

without the presence of sufficient mitigating factors. Examples of sufficient mitigating factors includes the absence of training; resources or guidance which the staff member might reasonably expect to have received.

Examples of unsatisfactory performance that may ultimately result in the termination of employment include, but are not limited to:

- absenteeism/poor record of attendance

- inappropriate behaviour to co-workers, students and manager/supervisor
- lack of job effectiveness, efficiency and output.

Termination due to serious and wilful misconduct

17.10 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 during a period of notice. Examples of acts/behaviours that may constitute serious and wilful misconduct include:

- i) serious breaches of the College's code of conduct or company policies, eg occupational health and safety, sexual harassment; etc
- ii) consuming, possessing, manufacturing, selling, or being under the influence of alcohol or others drugs on College premises excluding College sponsored function where responsible consumption of alcohol, in accordance with State and Federal Law, will be observed
- iii) dishonesty, theft or other unlawful activities.
- iv) gross negligence
- v) vandalising and/or intentionally damaging College property and other staff members' property; or inappropriate divulging of confidential information
- vi) physical abuse.

17.11 Any allegation of misconduct or serious misconduct will be investigated by the Human Resources Manager or their delegate. The staff member involved in the allegations may be suspended immediately on full pay whilst the investigation is undertaken. The investigation undertaken by the Human Resources Manager will:

- i) provide an opportunity for the staff member to answer allegations of misconduct or serious misconduct;
- ii) take into account such further materials as appropriate to substantiate or otherwise the facts in dispute;
- iii) interview any person it thinks fit to establish the merits or facts of the particular case;
- iv) allow the staff member, where they choose, to be represented by a nominated representative;
- v) ensure that the staff member has the right to ask questions of interviewees, to make submissions and to present and challenge evidence; and
- vi) take into account such further material as it believes appropriate to the case;

17.12 If the allegations are denied by the staff member, and the Human Resources Manager is of the view that there has been no misconduct or serious misconduct, the Human Resources Manager will advise accordingly and suggest the appropriate course of action (if any).

17.13 If the allegations are admitted in part/full by the staff member, and the Human Resources Manager is of the view that the conduct amounts to misconduct, The Human Resources Manager will make a recommendation to the Chief Executive Officer, outlining all mitigating circumstances, that disciplinary action be taken in the form of a written warning in accordance with the College's Discipline Policy.

17.14 If the allegations are admitted in part/full by the staff member, and the Human Resources Manager is of the view that the conduct amounts to serious misconduct, the Human Resources will make a recommendation to the Chief Executive Officer, outlining all mitigating circumstances, that the employment relationship be severed. The Chief

Executive Officer will consider the staff member's response to the allegation(s) and any other relevant material and advise the staff member of any proposed action.

18. DISCIPLINARY PROCEDURES

- 18.1 UWSCollege is committed to effective disciplinary procedures with regards to staff work performance which apply when the situation has reached a level of seriousness. These procedures:
- Provide clear parameters for improvement with agreed goals
 - Provide a reasonable time frame for improvement
 - Provide support to enable staff members to achieve their goals
- 18.2 The College, through the supervisor, will make every effort to resolve instances of possible misconduct or unsatisfactory performance through guidance, coaching and appropriate staff development or appropriate work allocation.
- 18.3 The principles underlying UWSCollege's disciplinary procedures are those of equity, fairness, openness and respect for the individual. All disciplinary matters will be dealt with seriously. UWSCollege is committed to a fair and speedy resolution of all disciplinary matters.
- 18.4 All disciplinary action will be conducted in accordance with the College's Disciplinary Policy. In summation this policy provides for:
- i) Formal Counselling.
 - ii) First Written Warning.
 - iii) Final Written Warning.
- 18.5 At all stages of the disciplinary procedure a staff member is entitled to a support person, be it a Union Representative or a co-worker of their choice

19. MANAGING CHANGE

- 19.1 In order for UWSCollege 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.
- 19.2 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 of the staff member's choosing will have the same rights to consultation and access to documentation as conferred on a staff member under this clause.

Minor workplace change

- 19.3 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

- 19.4 Where major workplace change is proposed the College will prepare a Change Proposal document outlining the rationale for change, staffing implications, budgetary implications, timeframes, etc.

- 19.5 Major workplace change occurs in situation that have a major and substantial impact on the staff member, such as, but not limited to:
- i) Possible forced job losses;
 - ii) Outsourcing
 - iii) Significant restructuring across an entire organisational unit.
- 19.6 The Change Proposal will be distributed to all staff directly impacted by the change proposal and the unions party to this agreement.
- 19.7 The College will meet and consult with directly affected staff members
- 19.8 During the consultation process, outlined in the definitions clauses, and prior to making any forced retrenchments, the College will consider any other proposal to minimise or eliminate the need for retrenchments.

Implementation of Redundancies

- 19.9 Where a decision is made to declare a position redundant following the process above, the redundancy and redeployment provisions of clause 20 will apply.

20. REDUNDANCY

- 20.1 A redundancy is genuine when the College retrenches a staff member because the job they were doing is made redundant. A bona-fide redundancy occurs when:
- i) The College has made a definite decision that the job of the staff member will cease to exist
 - ii) the decision is not due to the ordinary and customary turnover of labour
 - iii) the decision led to the termination of the staff member's employment
 - iv) the termination is not on account of any personal act or default of the staff member, or caused by any consideration peculiar to the staff member, or is for personal or disciplinary reasons.
- 20.2 Staff member on fixed-term contracts are not entitled to a redundancy at the cessation of the period of employment prescribed in their contract of employment.
- 20.3 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:
- i) redeployment (to another position of equivalent classification within the College including fixed term work assignments);
 - ii) retraining (undertaken within or external to the College);
 - iii) reduction of time (conversion to a fractional appointment)
- 20.4 Within 10 working days of receiving advice that they are displaced, a staff member will advise UWS College whether they elect to take redundancy.
- 20.5 A staff member who elects redundancy should seek independent advice on taxation, superannuation and financial matters.
- 20.6 Staff members who are made redundant will receive:
- 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 then 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.

- Eight (8) week's 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 month's continuous service.
- Any outstanding annual leave entitlements
- If a staff member has completed at least 5 years but less than 10 years continuous service they will be entitled to a proportionate amount of long service leave at the rate of 3 months leave at their base rate of pay for 10 years continuous service.

21. ESTABLISHMENT

UWSCollege 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 negotiation options within that broad business framework.

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 operations.

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.

Where is has been ascertained a permanent opportunity is available the position will be advertised internally and staff will be invited to apply for the positions. 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 Policy.

22. DISPUTE RESOLUTION

- 22.1 The College and its staff members 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.
- 22.2 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.
- 22.3 With the exception of critical issues of occupational health and safety, or the College's exercise of its duty of care, normal work will continue while the procedures under this clause are being followed and no party to the dispute will take any action to aggravate a matter in dispute.
- 22.4 If a staff member has a dispute with the College, where practicable they should attempt to resolve the dispute informally through discussion with their supervisor.
- 22.5 If a staff member has been unable to resolve a dispute informally, the staff member may request a formal meeting with the staff member's supervisor to attempt to resolve the dispute, and the meeting must be held within 5 working days of the request being made, unless agreed otherwise.
- 22.6 If a dispute is not resolved in a formal meeting with the staff member's supervisor, the staff member may request a formal meeting with the relevant Human Resources Manager to attempt to resolve the dispute, and the meeting must be held within 5 working days of the request being made, unless agreed otherwise.

- 22.7 A party to the dispute may request a meeting with the other party to the dispute to attempt to resolve the dispute, and the meeting must be held within 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.
- 22.8 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 Australian Industrial Relations Commission for conciliation and if necessary, arbitration.
- 22.9 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.
- 22.10 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.
- 22.11 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.

23. UNION REPRESENTATION

23.1 The following provisions apply to Unions who are signatories to this Agreement:

- i) Union Meetings - Each Union may hold meetings of employees 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 employees vary their meal break or make up any time lost on the day of the meeting, or by mutual agreement with their Supervisor, on another day. This may include the availability of video and teleconferencing facilities.
- ii) 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 no more than two accredited Union representatives from each Union 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.
- iii) Inductions - Information packs provided by the NTEU and IEU will be made available for distribution at College induction sessions.
- iv) 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 an employee. The employee or the Union will be entitled to cancel this arrangement by advice in writing to Human Resources. There will be no charge to the employee for these services
- v) Workplace Representatives - The parties recognise that some employees 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 employees include union delegates, and other employees who represent staff interests on, or who are elected to serve on, UWS College committees or those established under this Agreement. The parties shall actively support staff in carrying out these functions to ensure that this Agreement is implemented.

- vi) Email Access - UWS College shall provide the unions with reasonable access to all staff email lists without charge, for the purpose of legitimate union business

24. SUPERANNUATION

- 24.1 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.
- 24.2 Subject to the requirements of the legislation set out above UWS College contributions 9% of a staff member's annual salary into a staff member fund of choice.
- 24.3 In addition to compulsory company contributions, voluntary contributions both pre and post tax are available to all staff members.

25. STAFF TRAINING & PROFESSIONAL DEVELOPMENT

UWS 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.

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:

- Annual Performance Discussions with colleagues
- Staff meetings to share ideas on particular professional issues or proposed changes
- Staff development days, involving internal and external presenters
- Staff participation in Academic English Training in support of international student cohort.
- Attendance at external conferences and workshops, eg. EA Annual Conference
- Encouragement with post-graduate and relevant short courses
- Borrowing professional articles and books from the Library
- Reading up on conference proceedings and post-graduate study options
- Approved study leave

26. TRAVEL

- 26.1 Developing and maintaining strong relationships with our international partners is key to the ongoing success of UWS College. The nature of these relationships may require staff members to visit overseas countries for the purpose of attending seminars, undertaking College marketing activities and delivering programs.
- 26.2 UWS 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 it be an opportunity for salary supplementation.
- 26.3 Staff who are requested to undertake business-related travel by their supervisor will have the opportunity to negotiate mutually agreeable schedules for the travel consistent with the UWS College travel policy.

26.4 The College will meet all legitimate business expenses associated with approved business travel including:

- i) Transport costs (e.g. airfares, car hire, private vehicle use, tolls etc.)
- ii) Accommodation
- iii) Meals
- iv) Travel-related costs (e.g. visa, inoculations etc.)
- v) Additional baggage expenses in the case of exhibitions

26.5 The College will not meet or reimburse private expenses incurred including:

- i) Mini bar expenses
- ii) Snacks and morning and afternoon teas
- iii) Bar and alcoholic beverages other than part of an evening meal
- iv) Health spa, sauna, massage and similar expenditure
- v) In room movies
- vi) Laundry expenses for trips of 4 days or less duration

26.6 All travel must be formally approved by the CEO and will be governed by the processes outlined in the UWS College Travel Policy. Staff may be entitled to an advance against estimated expenditure prior to departure.

27. WORKPLACE CULTURE

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.

The College is committed to implementing and maintaining consultative mechanism to support this including undertaking staff surveys, focus groups, etc

28. EQUAL EMPLOYMENT OPPORTUNITY

UWSCollege operates with a strong commitment to the principles of Equal Employment Opportunity and strives to provide a healthy working environment where staff can work free from discrimination, harassment and bullying.

The principles of justice, fairness and equity are applied to all policies, procedures and daily operations of the College.

UWSCollege has a fundamental responsibility to create an environment where our staff are valued and respected, creating the opportunity for them to develop to their full potential.

Staff members should contact their supervisor in the first instance where they believe they have been subjected to discrimination, harassment or bullying. Alternatively, they may contact the Human Resources Manager.

In support of this the College is committed to enhancing awareness of cross cultural and diversity issues through conducting regular training and information sessions, as well as conducting focus groups/staff surveys as required.

29. SUSTAINABILITY

29.1 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.

29.2 UWS College will consult with its staff members on such issues with a view to achieving, as far as practicable, a sustainable work environment.

29.3 All parties acknowledge that UWS College is subject to restrictions in this regard via obligations to its parent company and other stakeholders

30. OCCUPATIONAL HEALTH & SAFETY

UWS 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.

UWS College will maintain a safe and healthy environment through:

- Preventing incidents resulting in personal injury and/or damage to property which cause needless suffering and loss
- Preventing acute and chronic illness as a result of exposure to occupational hazards
- Promoting among personnel, an awareness of a need to follow safe practices in all activities
- Preventing injury and illness by maintaining proper operating practices and procedures
- Seeking co-operation from all staff and students in realising our health and safety policy objectives and creating a safe working environment
- Observing all statutory regulations in respect to occupational health, safety and environment, including maintaining an Occupational Health and Safety Committee.
- Maintaining first aid facilities and appoint staff members to be responsible for these facilities, injury record and the provision of first aid to other staff members and/or students.

All staff must:

- Adopt safe work practices and conform to safe work policies and procedures as agreed between management and staff members with nominated or elected Occupational Health, Safety and Environment (OHSE) representatives
- Report unsafe acts and conditions to their elected OHSE representative or Supervisor
- Wear and/or use protective clothing and equipment supplied.

SCHEDULE "A"

AMEP Teaching Staff

1. Application of Schedule

- 1.1 This Schedule applies only to all teaching staff employed at UWS College Adult Migrant English Program (AMEP).

2. Ordinary Hours of Work

- 2.1 The ordinary hours of work will be thirty-five (35) hours per week.
- 2.2 Ordinary hours of work will be performed between:
- (i) 8:00am and 9:00pm Monday to Friday; and
 - (ii) 7:00am and 6:00pm on Saturday.
- 2.3 The maximum number of face to face teaching hours is 900 hours per annum (20 hours per week). For the duration of this agreement, the current face to face teaching hours being delivered by AMEP teaching staff will not change.
- 2.4 A full time teacher will, in one day, be required to work the following pattern:
- (i) four (4) hours of face to face teaching;
 - (ii) two (2) hours of preparation; and
 - (iii) one (1) hour of professional duties.
- Core hours on site are six (6) hours and if all other duties have been completed, teachers can elect to spend the other hour each day at home in preparation and marking.
- 2.5 Where a casual employee is employed on a daily basis they will be in attendance at the premises of the UWS College AMEP for seven (7) hours on the day employed and will be required to work the following pattern:
- (iv) four (4) hours of face to face teaching;
 - (v) two (2) hours of preparation; and
 - (vi) one (1) hour of professional duties.
- Core hours on site are six (6) hours and if all other duties have been completed, teachers can elect to spend the other hour each day at home in preparation and marking.
- 2.6 Notwithstanding the pattern of work outlined in this Schedule, in order to optimise flexibility to meet the needs of individual teachers and the operation of the College, negotiation concerning the pattern of work is permitted.
- 2.7 As regards clause 2.6, any agreement that reorganises the pattern of work of a teacher must be mutually agreed between a teacher and the College.

3. Classification & Wages Schedule

3.1 In addition to the increase provided for in Clause 13 of this agreement, teaching staff within the AMEP Program will receive an additional 1.5% per year.

3.2 Teachers in the Adult Migrant English Program are required to hold qualifications as specified in the licence conditions of the *Certificate in Spoken and Written English (CSWE)*. As a minimum, these are: either a recognised Bachelor Degree and a recognised postgraduate TESOL qualification which includes a practicum* **OR** a Bachelor of Education with a TESOL major or equivalent which includes a practicum*

* The practicum must be at least 60 hours long and include, for example, supervised teaching, observation, field visits, resources evaluation, team teaching, volunteer tutoring etc. If a course undertaken has less than 60 hours practicum, teachers must demonstrate teaching experience equivalent to 60 hours, or must make up the difference in duration by individually organising a supervised practicum. Appropriate documentation of such a practicum should be kept.

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a Certificate IV in Training and Assessment or equivalent

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

3.3.1 Qualifications

The points for qualifications are based on the following conditions:

1. Points are credited for the qualification attracting the highest number of points **within** a table. The points within a table are **not** cumulative
2. The academic qualifications referred to in this clause shall include equivalent qualifications.

Qualification	Points
Higher degree in Applied Linguistics or TESOL	10
Bachelor's Degree in Education (4 year course)**	8
Higher degree in Education or Modern Languages	7
Diploma of Teaching	6
Bachelor's Degree or higher degree in subjects other than those set out above	5

Table 1

** Provided that a teacher with a Diploma of Teaching who subsequently obtains a Bachelor's Degree or higher degree in subjects other than those set out above shall be credited with eight points.

Table 2

Qualification	Points
Graduate Diploma in TESOL	10
Diploma in TESOL	10
Certificate in TESOL	6
Certificate IV in Training and Assessment	4

Table 3

Qualification	Points
Diploma of Education (where a teacher also holds a Diploma of Teaching the points in Table 3 shall not be credited).	3

3.4 Experience

The points for experience are based on the following conditions:

- Teaching experience means full-time teaching in a school or other relevant institution to classes of not less than five students.
- The maximum number of points that may be awarded is 40.
- Five points shall be deducted from the experience table for every two years' 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.
- 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 to secondary students in schools	Teaching to adults in a relevant institution
6 months	-	-	5
1 year	1	6	10
2 years	3	9	15
3 years	4	12	20
4 years	5	15	25
5 years	5	15	30
6 years	5	15	35
7 years	5	15	40

3.5 Step

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

Step	Points
0	0
1	5
2	10
3	15
4	20
5	25
6	30
7	35
8	40
9	45
10	50
11	55

3.6 Definitions

"Bachelor's Degree" means the degree of Bachelor conferred by a recognised university or college of advanced education

"Diploma of Education" means a Diploma of Education conferred by a recognised university or recognised college of advanced education.

Diploma of Teaching" means a Diploma of Teaching conferred on completing a three-year full-time course or equivalent course by a recognised university, college of advanced education or teachers college.

"Equivalent qualification" means a qualification obtained in Australia or overseas which the employer and staff member agree as being equivalent to a qualification prescribed by this agreement.

4. Wages Schedule

Migrant Teaching Rate

STEP	Permanent			
	Effective 2010		Effective 2011	
	Annual 6.50%	Hourly	Annual 6.00%	Hourly
0	\$43,862	\$24.02	\$46,494	\$25.46
1	\$44,735	\$24.50	\$47,420	\$25.97
2	\$46,769	\$25.61	\$49,575	\$27.15
3	\$49,311	\$27.00	\$52,270	\$28.62
4	\$51,850	\$28.39	\$54,961	\$30.09
5	\$54,390	\$29.78	\$57,653	\$31.57
6	\$56,934	\$31.18	\$60,350	\$33.05
7	\$59,474	\$32.57	\$63,042	\$34.52
8	\$62,014	\$33.96	\$65,735	\$35.99
9	\$64,552	\$35.35	\$68,425	\$37.47
10	\$67,097	\$36.74	\$71,123	\$38.94
11	\$70,156	\$38.42	\$74,366	\$40.72

STEP	Casual rates			
	Effective 2010		Effective 2011	
	Daily 6.50%	Hourly	Daily 6.00%	Hourly
0	\$ 210.15	\$ 42.03	\$ 222.76	\$ 44.55
1	\$ 214.34	\$ 42.87	\$ 227.20	\$ 45.44
2	\$ 224.08	\$ 44.82	\$ 237.53	\$ 47.51
3	\$ 236.26	\$ 47.25	\$ 250.44	\$ 50.09
4	\$ 248.42	\$ 49.68	\$ 263.33	\$ 52.67
5	\$ 260.59	\$ 52.12	\$ 276.23	\$ 55.25
6	\$ 272.79	\$ 54.56	\$ 289.15	\$ 57.83
7	\$ 284.95	\$ 56.99	\$ 302.05	\$ 60.41
8	\$ 297.12	\$ 59.42	\$ 314.95	\$ 62.99
9	\$ 309.29	\$ 61.86	\$ 327.84	\$ 65.57
10	\$ 321.48	\$ 64.30	\$ 340.77	\$ 68.15
11	\$ 336.14	\$ 67.23	\$ 356.30	\$ 71.26

SCHEDULE "B"

Classification & Wages Schedule

English

1. This Schedule applies only to all teaching staff employed in the College's English Program delivered at Westmead.
2. During the life of the Agreement the grading structure for English Programs will be reviewed giving consideration to the grading structure provided for in the Educational Services (Post-Secondary Education) Award 2010.
3. Teachers in the English Program are required to hold qualifications as specified in the NEAS guidelines. As a minimum, these are either:
 - a recognised degree or equivalent and a recognised TESOL qualification
 - a recognised degree or equivalent and a teaching qualification with TESOL method
 - a recognised degree in education with TESOL method

NOTE:

1. A degree or equivalent is at least three years full-time (or its part-time equivalent) in length.
 2. 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, TESOL teaching
 - a practical component including at least six hours supervised and assessed practice teaching in TESOL and
 - 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)
 3. A teaching qualification with TESOL method includes a Graduate Diploma in Education with TESOL.
 4. A degree in education or teaching with TESOL method includes a Bachelor of Education with TESOL method
4. 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.

4.1 Qualifications

The points for qualifications are based on the following conditions:

- Points are credited for the qualification attracting the highest number of points within a table. The points within a table are not cumulative
- The academic qualifications referred to in this clause shall include equivalent qualifications.

Qualification	Points
Higher degree in Applied Linguistics or TESOL	10
Bachelor's Degree in Education (4 year course)**	8
Higher degree in Education or Modern Languages	7
Diploma of Teaching	6
Bachelor's Degree or higher degree in subjects other than those set out above	5

Table 1

** Provided that a teacher with a Diploma of Teaching who subsequently obtains a Bachelor's Degree or higher degree in subjects other than those set out above shall be credited with eight points.

Table 2

Qualification	Points
Graduate Diploma in TESOL	10
Diploma in TESOL	10
Certificate in TESOL	6
Certificate IV in Training and Assessment	4

Table 3

Qualification	Points
Diploma of Education (where a teacher also holds a Diploma of Teaching the points in Table 3 shall not be credited).	3

4.2 Qualifications

The points for experience are based on the following conditions:

- Teaching experience means full-time teaching in a school or other relevant institution to classes of not less than five students.
- The maximum number of points that may be awarded is 40.
- Five points shall be deducted from the experience table for every two years' 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.
- 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
6 months	-	-	5
1 year	1	6	10
2 years	3	9	15
3 years	4	12	20
4 years	5	15	25

5 years	5	15	30
6 years	5	15	35
7 years	5	15	40

4.3 Step

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

Step	Points
0	0
1	5
2	10
3	15
4	20
5	25
6	30
7	35
8	40
9	45
10	50
11	55

4.4 Definitions

"Bachelor's Degree" means the degree of Bachelor conferred by a recognised university or college of advanced education

"Diploma of Education" means a Diploma of Education conferred by a recognised university or recognised college of advanced education.

"Diploma of Teaching" means a Diploma of Teaching conferred on completing a three-year full-time course or equivalent course by a recognised university, college of advanced education or teachers college.

"Equivalent qualification" means a qualification obtained in Australia or overseas which the employer and staff member agree as being equivalent to a qualification prescribed by this agreement.

5. Wages Schedule

English

STEP	Permanent			
	Effective 2010		Effective 2011	
	Annual 5.00%	Hourly	Annual 4.50%	Hourly
0	\$47,276	\$25.89	\$49,403	\$27.05
1	\$48,217	\$26.40	\$50,387	\$27.59
2	\$50,098	\$27.43	\$52,353	\$28.67
3	\$52,147	\$28.55	\$54,493	\$29.84
4	\$55,024	\$30.13	\$57,500	\$31.49
5	\$57,026	\$31.23	\$59,592	\$32.63
6	\$59,272	\$32.46	\$61,939	\$33.92
7	\$61,917	\$33.90	\$64,703	\$35.43
8	\$64,561	\$35.35	\$67,466	\$36.94
9	\$67,203	\$36.80	\$70,227	\$38.45
10	\$69,852	\$38.25	\$72,995	\$39.97
11	\$73,037	\$39.99	\$76,323	\$41.79

STEP	Casual rates			
	Effective 2010		Effective 2011	
	Daily 5.00%	Hourly	Daily 4.50%	Hourly
0	\$ 226.51	\$ 45.30	\$ 236.70	\$ 47.34
1	\$ 231.02	\$ 46.20	\$ 241.42	\$ 48.28
2	\$ 240.03	\$ 48.01	\$ 250.84	\$ 50.17
3	\$ 249.85	\$ 49.97	\$ 261.09	\$ 52.22
4	\$ 263.63	\$ 52.73	\$ 275.50	\$ 55.10
5	\$ 273.22	\$ 54.64	\$ 285.52	\$ 57.10
6	\$ 283.99	\$ 56.80	\$ 296.77	\$ 59.35
7	\$ 296.66	\$ 59.33	\$ 310.01	\$ 62.00
8	\$ 309.33	\$ 61.87	\$ 323.25	\$ 64.65
9	\$ 321.99	\$ 64.40	\$ 336.47	\$ 67.29
10	\$ 334.68	\$ 66.94	\$ 349.74	\$ 69.95
11	\$ 349.94	\$ 69.99	\$ 365.68	\$ 73.14

SCHEDULE "C"

Academic Pathways Teaching Staff

1. Application of Schedule

1.1 This Schedule applies only to teaching staff employed in the Academic Pathways Program.

2. Ordinary Hours of Work

2.1 The ordinary hours of work will be thirty-five (35) hours per week.

2.2 Ordinary hours of work will be performed between:

(i) 8:00am and 9:00pm Monday to Friday; or

(ii) 7:00am and 6:00pm on Saturday.

2.3 The maximum number of face to face teaching hours is 752 hours per annum (averaging 16 hours per week). Teachers are expected to fill in for unexpected absences of colleagues provided such hours do not exceed 752 hours per annum.

2.4 A full time teacher will work a maximum of nine (9) hours in one day.

2.5 In relation to Clause 2.4, the maximum number of hours of face to face teaching must not exceed six (6) hours on one (1) day.

2.6 Notwithstanding the pattern of work outlined in this Schedule, in order to optimise flexibility to meet the needs of individual teachers and the operation of the College, negotiation concerning the pattern of work is permitted.

2.7 As regards Clause 2.6, any agreement that reorganises the pattern of work must be mutually agreed between a teacher and the UWSCollege .

2.8 Given the lack of facilities/amenities available on site at Nirimba, Academic Pathways staff may, in consultation with their relevant Head of Program, be entitled to leave work between 1pm and 2 pm one day per week to attend to personal issues/matters/appointments. Such day will be subject to change on a week by week basis based on operational requirements.

2.9 Academic Pathways teaching staff may be entitled to working from home for 10 days per annum to complete teaching related tasks – eg curriculum work, revising, developing new specific assessment tasks, lesson preparation and marking. The specific work would be negotiated with relevant Head of Program and/or Coordinator

3. Classification & Wages Structure

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

Table 1

Qualification	Step
3 year trained teacher	3
4 year trained teacher	4
5 year trained teacher	5

Experience

For each year of practical teaching experience a Teacher will receive 1 Step based on the following conditions:

- Teaching experience means a full-time teaching (or pro-rata) in a school or other relevant institution in Australia and does not include coaching/tutoring colleges.

Wages Schedule

Academic Level	Permanent			
	Effective 2010		Effective 2011	
	Annual 5.00%	Hourly	Annual 4.50%	Hourly
0				
1				
2				
3	\$56,058	\$30.70	\$58,581	\$32.08
4	\$59,151	\$32.39	\$61,813	\$33.85
5	\$61,303	\$33.57	\$64,061	\$35.08
6	\$63,717	\$34.89	\$66,584	\$36.46
7	\$66,561	\$36.45	\$69,557	\$38.09
8	\$69,404	\$38.00	\$72,527	\$39.71
9	\$72,243	\$39.56	\$75,494	\$41.34
10	\$75,091	\$41.12	\$78,470	\$42.97
11	\$78,514	\$42.99	\$82,047	\$44.93
12	\$86,100	\$47.15	\$89,975	\$49.27

Academic Pathway Casual

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

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 Activity	Relevant Rate
Final Examination Setting	Teaching Rate
Final Examination Marking	Non-Teaching Rate
Final Examination Supervision	Non-Teaching Rate

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

	Academic Casuals	
	2010	2011
<i>Diploma</i>		
Base Rate	\$ 82.53	\$ 86.66
Increase	\$ 4.13	\$ 3.90
Casual Loading	25%	25%
	\$ 108.32	\$ 113.19
<i>Foundations</i>		
Base Rate	\$ 58.92	\$ 61.87
Increase	\$ 2.95	\$ 2.78
Casual Loading	25%	25%
	\$ 77.33	\$ 80.81
<i>Non Teaching</i>		
Base	\$ 38.30	\$ 40.22
Increase	\$ 1.92	\$ 1.81
Casual loading	25%	25%
Total	\$ 50.27	\$ 52.53

Casual Marking

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 on the basis of:

for every 20-25 students – 4 hrs non teaching pay for x 2 written assessment tasks per semester

The entitlement to such additional marking payment will be reviewed on a semester by semester basis and determined by week 2.

SCHEDULE "D"

Wages Structure – Education Coordinators & Assistant Coordinators

Education Coordinators

Dept/Level	Effective 2010		Effective 2011	
	Annual 5.00%	Hourly	Annual 4.50%	Hourly
AMEP				
1	\$85,063	\$46.58	\$88,891	\$48.67
English				
1	\$82,747	\$45.31	\$86,471	\$47.35
2	\$85,063	\$46.58	\$88,891	\$48.67
3	\$87,380	\$47.85	\$91,312	\$50.00
Academic				
1	\$88,952	\$48.71	\$92,955	\$50.90
2	\$91,443	\$50.07	\$95,558	\$52.32
3	\$93,934	\$51.44	\$98,161	\$53.75

Assistant Coordinators

Assistant Coordinators are paid an allowance *on top* of their normal teaching rate for their particular program.:

	Effective 2010	Effective 2011
English	\$ 6,329	\$ 6,614
Academic	\$ 6,805	\$ 7,111

SCHEDULE "E"

Classification & Wages Schedule – General Staff

1. All general staff positions will be classified in accordance with the classification structure outlined below based on the position description for each position.
2. Classifications are conducted by the Human Resources Department in consultation with the relevant departmental manager.
3. All newly created positions will be evaluated prior to the commencement of the recruitment process.
4. All existing roles will be reviewed on an annual basis as part of the annual performance review process.
5. A position may also be re-evaluated in the event the role has changed substantially.
6. A staff member or their supervisor may make a request to the Human Resources Department for a position to be re-classified if a staff member/supervisor believes their role has changed substantially enough. The Human Resources Department will review such request and advise the staff member/supervisor in writing of the outcome of the review.
7. Where the staff member is not satisfied with the outcome the matter should be resolved in accordance with the dispute resolution procedure.
8. During the life of the Agreement the grading structure for General Staff will be reviewed for appropriateness and effectiveness.

Process

9. The position description for each general staff position in the College will be evaluated again the following attributes:

- Training/Qualification
- Level of Supervision
- Task Level
- Organisational Knowledge
- Judgement, Independence & Problem Solving

Points will be allocated to each attributed 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
Training/Qualification							
Level of Supervision							
Task level							
Organisational Knowledge							
Judgement, Independence and Problem Solving							
Total							

Points	Level
33-35	7
28-32	6
23-27	5
18-22	4
13-17	3
8-12	2
1-7	1

10. Wages Schedule

The general staff wages schedule is a minimum rates schedule - staff members may be paid above the minimum rate provided in the schedule.

	Effective 2010			Effective 2011		
	Permanent	Permanent Hrly Rate	Casual	Permanent 4.50%	Permanent Hrly Rate	Casual
1	\$35,000	\$19.16	\$22.14	\$36,575	\$20.03	\$23.14
2	\$40,000	\$21.90	\$25.30	\$41,800	\$22.89	\$26.44
3	\$47,000	\$25.74	\$29.73	\$49,115	\$26.89	\$31.07
4	\$52,000	\$28.47	\$32.89	\$54,340	\$29.75	\$34.38
5	\$59,000	\$32.31	\$37.32	\$61,655	\$33.76	\$39.00
6	\$65,000	\$35.59	\$41.12	\$67,925	\$37.19	\$42.97
7	\$73,000	\$39.97	\$46.18	\$76,285	\$41.77	\$48.26

General Staff Classification Structure

11. 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 supervisor. Checking is selective rather than constant.
- iii. General direction - direction is provided on the assignments to be undertaken, with the employee 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 employee 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.

area/responsibilities including knowledge of the functions, locations and availability of particular personnel and services.

(e) Judgment, independence and problem solving

Resolve problems where alternatives for the employee are limited and the required action is clear or can be readily referred to higher levels.

Employees 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.

An employee 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.

General Staff Level 2

(a) 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:

- (i) completion of a trades certificate or Certificate III; or
- (ii) completion of Year 12 or a Certificate II with relevant work experience; or
- (iii) 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 toward completion of a Certificate IV or Diploma.

(b) Level of supervision

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

(c) Task level

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

(d) Organisational knowledge

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

(e) Judgment, independence and problem solving

Exercise judgment on work methods and task sequences within specified timelines and standard practices and procedures.

- ii. Level of supervision - This dimension covers both the way in which employees are supervised or managed and the role of employees in supervising or managing others.
- iii. Task Level - the type, complexity and responsibility of tasks typically performed by employees 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 employees 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 an employee 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 employees in different occupations at each of the classification levels.

General Staff Level 1

(a) Training level or qualifications

Employees 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:

- (i) knowledge, training or experience relevant to the duties to be performed; or
- (ii) completion of Year 12 without work experience; or
- (iii) completion of Certificates I or II with work related experience; or
- (iv) an equivalent combination of experience and training.

(b) Level of supervision

Close supervision or, in the case of more experienced employees working alone, routine supervision.

(c) Task level

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.

(d) Organisational knowledge

Will provide straightforward information to others on building or service locations. With training may provide general information and assistance to members of the public, students and other employees based on a broad knowledge of the employee's work

General Staff Level 7

(a) Training level or qualifications

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

- (i) postgraduate qualifications or progress towards postgraduate qualifications and extensive relevant experience;
- (ii) extensive experience and management expertise; or
- (iii) an equivalent combination of relevant experience and/or education/training.

(b) Level of supervision

Broad direction, working with a degree of autonomy. May have management responsibility for a functional area and/or manage other employees including administrative, technical and/or professional employees.

(c) 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.

(d) Organisational knowledge

The employees 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.

(e) Judgment, independence and problem solving

Responsible for program development and implementation. Provide strategic support and advice requiring integration of a range of organisational policies and external requirements, and an ability to achieve objectives operating within complex organisation structures.

General Staff Level 6

(a) Training level or qualifications

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

- (i) a degree with at least four years' subsequent relevant experience;
- (ii) extensive experience and management expertise in technical or administrative fields; or
- (iii) an equivalent combination of relevant experience and/or education/training.

(b) Level of supervision

Broad direction. May manage other employees including administrative, technical and/or professional employees.

(c) Task level

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, may be a recognised authority in a specialised area.

(d) Organisational knowledge

Detailed knowledge of academic and administrative policies and the interrelationships between a range of policies and activities.

(e) Judgment, independence and problem solving

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 employees in order to achieve objectives. It may also involve the interpretation of policy which has an impact beyond the immediate work area.

General Staff Level 5

(a) Training level or qualifications

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

- (i) a degree with subsequent relevant experience;
- (ii) extensive experience and specialist expertise or broad knowledge in technical or administrative fields; or
- (iii) an equivalent combination of relevant experience and/or education/training.

(b) Level of supervision

In professional positions, general direction; in other positions, broad direction. May have extensive supervisory and line management responsibility for technical, administrative and other non-professional employees.

(c) Task level

Perform work assignments guided by policy, precedent, professional standards and managerial or technical expertise. Employees 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, have a depth or breadth of expertise developed through extensive relevant experience and application.

(d) Organisational knowledge

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 to adapt those procedures and techniques as required to achieve objectives without impacting on other areas.

(e) Judgment, independence and problem solving

Discretion to innovate within own function and take responsibility for outcomes, design, develop and test complex equipment, systems and procedures, undertake planning involving resources use and develop proposals for resource allocation, exercise high level diagnostic skills on sophisticated equipment or systems, analyse and report on data and experiments.

General Staff Level 4

(a) Training level or qualifications

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

- (i) completion of a degree without subsequent relevant work experience; or
- (ii) completion of an advanced diploma qualification and at least one year's subsequent relevant work experience; or
- (iii) completion of a diploma qualification and at least two years' subsequent relevant work experience; or
- (iv) completion of a Certificate IV and extensive relevant work experience; or
- (v) completion of a post-trade certificate and extensive (typically more than two years) relevant experience as a technician; or
- (vi) an equivalent combination of relevant experience and/or education/training.

(b) Level of supervision

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

(c) Task level

Apply 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, apply theoretical knowledge, at degree level, in a straightforward way. In administrative positions, provide interpretation, advice and decisions on rules and entitlements.

(d) Organisational knowledge

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.

(e) Judgment, independence and problem solving

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

General Staff Level 3

(a) Training level or qualifications

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

- (i) completion of a diploma level qualification with relevant work related experience; or
- (ii) completion of a Certificate IV with relevant work experience; or
- (iii) completion of a post-trades certificate and extensive relevant experience and on the job training; or
- (iv) completion of a Certificate III with extensive relevant work experience; or
- (v) an equivalent combination of relevant experience and/or education/training.

(b) Level of supervision

In technical positions, routine supervision to general direction depending upon experience and the complexity of the tasks. In other positions, general direction. May supervise or co-ordinate others to achieve objectives, including liaising with employees at higher levels. May undertake stand-alone work.

(c) Task level

May undertake limited creative, planning or design functions. Apply skills to a varied range of different tasks.

(d) Organisational knowledge

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

(e) Judgment, independence and problem solving

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

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

SIGNATURE OF PARTIES AND WITNESSES

Signed for and on behalf of the UWS College Pty Ltd by its authorised representative

Dr Kerry Hudson
Chief Executive Officer
UWS College Pty Limited
PO Box 406
Westmead NSW 2145

Signed:

K Hudson

Date:

1, 9, 10

Witnessed by:

Mrs Danielle Wilcock
Manager, Organisational Development
UWSCollege Pty Limited
PO Box 406
Westmead NSW 2145

Signed:

D Wilcock

Date:

1, 9, 10

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

Graham McCulloch
National Secretary
PO Box 1323
South Melbourne Vic 3205

Signed:

Graham McCulloch

Date:

1, 09, 2010

Witnessed by:

Signature of witness:
Name of witness (print):
Address of witness (print):

Anastasia Kotaidis
ANASTASIA KOTAIDIS
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PRAHRAN VIC 3181

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

Richard Shearman
General Secretary
GPO Box 116
SYDNEY NSW 2001

Signed:

R Shearman

Date:

2, 09, 2010

Witnessed by:

Signature of witness:
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Address of witness (print):

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