

**EMBASSY CES (MELBOURNE TEACHERS)
COLLECTIVE WORKPLACE AGREEMENT 2007**

PART 1 PRELIMINARY

1.1 Parties Bound

This agreement shall be binding upon:

- (a) Taylors Institute of Advanced Studies Limited Pty Ltd (the Company);
- (b) The Independent Education Union (the Union);

1.2 Incidence

This agreement shall apply to teachers performing work at the Embassy CES campus currently located at 399 Lonsdale Street, Melbourne, Victoria, 3060.

1.3 Date and Period of Operation

This agreement shall come into operation from date of lodgement with the Workplace Authority and shall remain in force until 30 September 2009.

1.4 Relationship to Award

This Agreement shall be read to the exclusion of any other Industrial Instrument which may have applied to the parties but for this Agreement.

1.5 No Further Claims

It is a term of this agreement that the Union and teachers undertake that no further claims will be made upon the Company in respect of any industrial matter that will increase employment costs for the term of this agreement.

1.6 Definitions

1.6.1 Bachelors Degree means the degree of Bachelor conferred by a recognised university or college of advanced education.

1.6.2 Casual teacher means a short-term casual teacher who is a teacher engaged by the hour or the day as required by the college.

1.6.3 College means a non-government college, the principal purpose of which is to teach English or which offers a course or courses (among others) of at least five hours instruction per week in English to adult students whose first language is other than English.

1.6.4 Commission means the Australian Industrial Relations Commission or its successor.

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

- 1.6.6 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 recognised teachers college.
- 1.6.7 Education Providers Industrial Association** means the unincorporated association known as the Education Providers Industrial Association or any incorporated successor to that body.
- 1.6.8 Equivalent experience** means experience which the college and the teacher agree is equivalent to experience prescribed by this award or is determined as being equivalent by the Qualifications Committee.
- 1.6.9 Equivalent qualification** means a qualification obtained in Australia or overseas which the employer and teacher agree as being equivalent to a qualification prescribed by this award or is determined as being equivalent by the Qualifications Committee.
- 1.6.10 Full-time teacher** means a teacher with ongoing employment and a full-time teaching load.
- 1.6.11 Higher degree** means a Doctorate or the degree of Master conferred by a recognised university or college of advanced education.
- 1.6.12 IEU** means the Independent Education Union of Australia.
- 1.6.13 Part-time teacher** means a teacher, other than a casual teacher, who has ongoing employment, however, ordinarily has a lesser teaching load than a full-time teacher.
- 1.6.14 Proportional calculation** means the teaching load allocated to a part-time teacher at an institution as a proportion of the teaching load usually allocated to a full-time teacher at the same institution.
- 1.6.15 Qualifications Committee** means the Committee established under clause 6, Qualifications Committee, of this award.
- 1.6.16 Recognised college of advanced education** means an Australian college of advanced education which is recognised as such by any law of a State, Territory or Commonwealth.
- 1.6.17 Recognised teachers college** means a teachers education institution, whether or not incorporated as a college of advanced education or contained within a college of advanced education which is recognised as such by any law of a State, Territory or Commonwealth.
- 1.6.18 Recognised university** means an Australian university which is recognised by any law of a State, Territory or Commonwealth.
- 1.6.19 Relevant institution** means a college which is accredited by the relevant State or Federal authority to provide TESOL courses to adult students, a Technical and Further Education college, the Adult Migrant Education Service, a university or college of advanced education or any other institution conducting an equivalent course in TESOL or modern languages.
- 1.6.20 Sessional teacher** means a teacher employed to work full-time or part-time for a specified period or periods of time in accordance with the provisions of clause 2.3.
- 1.6.21 School** means a school certified or registered as such under the provisions of the relevant legislation in any State or Territory.

- 1.6.22 Teach English** means to teach English to adult students whose first language is other than English.
- 1.6.23 Teacher** means a person employed as such to teach English or to perform other related academic duties but does not include the Principal or Director of Studies at a college.
- 1.6.24 TESOL** means teaching English to speakers of other languages and includes TEFL (teaching English as a foreign language) and TESL (teaching English as a second language).
- 1.6.25 Teaching load** means face to face teaching, supervision of self access classes and any other duties which may be allocated in substitution for face to face teaching.

PART 2 TERMS AND CONDITIONS OF EMPLOYMENT

2.1 Salary Levels

2.1.1 Calculation of annual salary

- 2.1.1.1** On appointment, a Teacher shall be placed on a salary level commensurate with the minimum salary for his or her qualifications and experience by reference to the points with which the teacher is entitled to be credited under this clause.
- 2.1.1.2** The salary scale for teachers shall be as set out in the attached schedule.
- 2.1.1.3** If an employer does not accept (fully or in part) the qualifications or experience of a teacher, the employer shall advise the teacher which qualifications or experience are not accepted (or the extent to which they are not accepted).
- 2.1.1.4** Subject to the continuing satisfactory conduct, diligence and performance of a Teacher and the acquisition and utilisation of skills and knowledge through experience in the College, progression from one salary level to the next level shall be in accordance with the points with which that teacher is entitled to be credited pursuant to subclause 2.1.3.
- 2.1.1.5** Where the College considers that the conduct, diligence or performance of a Teacher is not satisfactory or the teacher has not acquired and utilised increased skills and knowledge which could reasonably be expected to be acquired and utilised and for that reason considers that progression to the next level salary level is not warranted, a formal review shall be undertaken pursuant to the Disputes Procedure.

2.1.2 Qualifications

2.1.2.1 The points for qualifications are:

Qualification	Points
Higher degree in Applied Linguistics or TESOL	10
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 8 points.

Qualification	Points
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Table 2

Graduate Diploma in a TESOL course set out in schedule A to this award	10
Diploma in a TESOL course set out in schedule B to this award	10
Certificate in a TESOL course set out in schedule C to this award	6

Table 3

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

2.1.2.2 Points are credited for the qualification attracting the highest number of points within a table. The points within a table are not cumulative.

2.1.2.3 The academic qualifications referred to in this clause shall include equivalent qualifications.

2.1.2.4 A teacher who is a graduate in education (four-year course) shall be entitled to be credited with 8 points provided the teacher shall not be entitled to accumulate further points from Table 1 or Table 3. If the teacher subsequently obtains a higher degree, the teacher shall be entitled to the points for that degree and a further 3 points.

2.1.3 Experience

2.1.3.1 The points for teaching experience are:-

	Teaching in schools or relevant institutions other than as set out in other columns	Teaching ESL to primary students in schools	Teaching Modern Languages to secondary students in schools	Teaching EFL to secondary students in schools	Teaching EFL/ESL to adults in a relevant institution
On completion of:					
6 months	-	-	-	-	5
1 year	1	2	4	6	10
2 years	3	4	6	9	15
3 years	4	6	8	12	20
4 years	5	8	10	15	25
5 years	5	8	10	15	30
6 years	5	8	10	15	35
7 years	5	8	10	15	40

2.1.3.2 Teaching experience means full-time teaching in a school or other relevant institution in Australia to classes of not less than five students. Where a teacher has taught the relevant subject for less than the number of hours normally required to be taught by a full-time teacher at the same institution points shall be credited by applying the proportional calculation.

2.1.3.3 Where a full-time or part-time teacher has worked for less than the number of weeks normally required to be worked by a full-time teacher at the same institution over a 12-month period, that teacher shall be credited with points for experience in the proportion that the weeks worked by that teacher bears to the number of weeks normally required to be worked by a full-time teacher at the same institution.

2.1.3.4 For the purpose only of calculating the service of a casual teacher and no other the following shall apply:

2.1.3.4(a) for service at a school or relevant institution (other than a college) the teacher shall accrue points based on the number of full days or equivalent thereof the teacher has taught compared to the number of days normally required to be worked by a full-time teacher at the same institution in a year:

2.1.3.4(b) for service at a college the teacher shall accrue points as follows:

2.1.3.4(b)(i) Each daily engagement shall be calculated as one day;

2.1.3.4(b)(ii) Where a casual teacher is engaged by the hour, every 5 hours shall be deemed to constitute one day; and

2.1.3.4(b)(iii) Every 110 days on which a casual teacher has been engaged for a day or deemed day shall be deemed to constitute 6 months service.

2.1.3.5 The maximum number of points that may be awarded for experience is 40. The maximum number of points that may be awarded for teaching experience other than adult EFL or ESL is 15.

2.1.3.6 The experience referred to in this clause shall include equivalent experience.

2.1.3.7 Upon a teacher achieving further experience or qualifications which entitle that teacher to an increase in salary such increase shall be calculated on and from the first pay period after the date the results of the course are announced or the relevant experience was obtained.

2.1.4 The salary scales for full time, sessional and casual teachers shall be as set out in the attached Schedule. Three salary increases will apply in accordance with the terms of this agreement, from the first pay period to commence on or after the dates specified:

- 3.5% - 1 October 2006
- a further .5% on date the Employees Approve the Agreement
- a further 4% - 1 October 2007
- a further 4% - 1 October 2008

2.2 Payment of Salary

Salaries shall be paid on a fortnightly basis. Salary shall be paid by Electronic Funds Transfer into an account nominated by the employee.

2.3 Sessional Teachers

- 2.3.1 'Sessional teacher' means a teacher employed full-time or part-time for a specified period of not less than six weeks in one engagement. A sessional teacher may be employed for up to 52 weeks per annum.
- 2.3.2 A sessional teacher shall be paid at the same rate and receive the same conditions as that prescribed for a full time or part-time teacher, as the case may be, with corresponding qualifications, experience and teaching load.
- 2.3.3 The services of a sessional teacher will be considered to be continuous for the purposes of sick leave and annual leave unless there is a break of more than eight weeks between sessional contracts or where a teacher advises the College that they will not be taking-up another sessional contract. While the absence does not break the continuity of service it does not count as service for the purposes of accruing sick or annual leave. Where the continuity of service is broken the teacher shall be paid all accrued annual leave.
- 2.3.4 A sessional teacher shall be entitled to payment for any public holiday falling within a period of close-down of a college, provided that the teacher was employed on the last teaching day before the period of close-down and is employed as a sessional teacher on the first teaching day after the close down.

2.4 Hours

- 2.4.1 The ordinary hours of attendance for teachers employed full time will be 37.5 hours per week.
- 2.4.2 For a full time teacher employed after 12 June 2007 full time the weekly hours will include:
- Up to 25 hours face to face scheduled teaching hours including guided individual learning;
 - 6.5 hours preparation and correction;
 - 2.5 hours administration;
 - other duties as assigned by the Principal or Director of Studies.

When allocating duty hours for Teachers, consideration will be given to the total hours required to be worked, the quality of teaching required and any other associated duties required to be performed.

- 2.4.3 For full time teachers employed before the date of Agreement the following hours provisions shall apply:

General English

- 20 hours face to face scheduled teaching hours;
- 6 hours preparation and correction;
- 2.5 hours administration;
- 9 hours of other duties, which may include student extension activities, as assigned by the Principal or Director of Studies.

TELP

- 20 hours face to face scheduled teaching hours;
- 7 hours preparation and correction;
- 2.5 hours administration;
- 8 hours of other duties as assigned by the Principal or Director of Studies.

2.6 Casual Teachers

- 2.6.1 'Casual Teacher' means a teacher engaged as such and paid by the hour.
- 2.6.2 The salary scale for casual teachers shall be as set out in the attached schedule.
- 2.6.3 A casual teacher shall be paid in respect of each hour of their teaching load at the College and shall be paid for a minimum of two hours for each engagement.

2.7 Part Time Teachers

A part-time teacher shall be paid at the same rate as a full-time teacher with the corresponding classification calculated in accordance with the proportional calculation and shall be entitled to all conditions on a pro-rata basis.

2.8 Lunch Period

A full-time teacher shall be entitled to a minimum of thirty consecutive minutes per working day as a lunch break during which time the teacher shall not be required to hold meetings, supervise students or undertake any other activity.

2.9 Terms of Engagement and Information to be Provided to New Teachers

- 2.9.1 A college shall provide a teacher other than a casual teacher on appointment with a letter stating, inter alia, the teacher's classification and rate of salary as at appointment, the normal teaching load that will be required, the age of retirement for teachers at the college and entitlements to superannuation.

In the case of a sessional teacher and a casual teacher, the letter shall also state the length of engagement.

- 2.9.1.1 The letter of appointment shall state that if a teacher considers his or her classification is incorrect on the basis of the credit being given for qualifications or experience, the teacher may have the matter referred to Dispute Resolution Process.
- 2.9.2 Subject to subclauses 2.9.3 and 2.9.4 of this clause, the employment of a teacher, other than a casual teacher, shall not be terminated without at least four weeks' notice on either side or the payment of or forfeiture of four weeks' salary in lieu of notice.
- 2.9.3 The foregoing shall not affect the right of the college to dismiss summarily any teacher for incompetence, misrepresentation, neglect of duty or other misconduct.
- 2.9.4 Where a course which was previously scheduled to be held by a college has had to be cancelled because of the failure of students to attend or signifying they will fail to attend or the college is otherwise made aware the course will be undersubscribed and therefore have to be cancelled, and such advice was given or information received less than four weeks before the course was due to be held, a period of not less than two weeks notice of termination of employment of a teacher shall be given.

PART 3 – LEAVE

3.1 Personal/Carer's Leave

Employees are entitled to personal/carer's leave in accordance with the Australian Fair Pay and Conditions Standard except as varied by the provisions below. Only full time and part time employees are entitled to paid leave.

3.1.1 Meaning

Personal/carer's leave is:

- (a) paid *sick leave* taken because of a personal illness, or injury; or
- (b) *carer's leave* taken to provide care or support to a member of your immediate family or your household, who requires care or support because of:
 - (i) a personal illness, or injury, of the member; or
 - (ii) an unexpected emergency affecting the member.

3.1.2 Immediate family member

An immediate family member is a spouse, child, parent, grandparent, grandchild or sibling of the employee, or a child, parent, grandparent, grandchild or sibling of the spouse of the employee.

3.1.3 Accrual

Full time and part-time employees are entitled to accrue an amount of paid personal/carer's leave, for each completed 4 week period of continuous service with the Company, of 1/26 of the number of nominal hours worked for the Company during that 4 week period.

3.1.4 Payment

When a full time or part time employee takes paid personal/carer's leave they will be paid their normal rate of pay as if the employee had worked during that period.

3.1.5 Workers' Compensation

Employees are not entitled to take paid personal/carer's leave for a period during which you are receiving workers' compensation payment.

3.1.6 Annual Limit for Paid Carer's Leave

Full time and part time employees are not to take more than 10 days paid carer's leave in any one year.

3.1.7 Notice

- (a) To be entitled to sick leave, an employee must give the Company notice as soon as reasonably practicable regarding the type of leave to be taken.
- (b) The notice must be to the effect that the employee requires (or required) leave during the period because of:

- (i) a personal illness, or injury.
- (ii) an illness, or injury, of the immediate family member who requires care; or
- (iii) an unexpected emergency affecting the immediate family member.

3.1.8 **Documentary Evidence**

- (a) To be entitled to payment for sick leave for two consecutive days or more, the employee, when required by the Company, must provide a medical certificate from a registered health practitioner that states that in the registered health practitioner's opinion:
 - (i) the employee is, was, will be unfit for work during the period because of personal illness or injury or;
 - (ii) the employee's immediate family member had, has, or will have a personal illness or injury during the period.
- (b) If the employee cannot obtain a medical certificate, a statutory declaration may be considered acceptable in certain circumstances.

3.1.9 **Unpaid Carer's Leave**

Employees are entitled to a period of up to 2 days unpaid carer's leave for each occasion when a member of their immediate family, or your household, requires care or support during such a period.

3.2 **Compassionate Leave**

Full time or part time employees are entitled to paid compassionate leave in accordance with the Australian Fair Pay and Conditions Standard. A summary of that entitlement to compassionate leave is set out below.

3.2.1 **Entitlement**

Employees are entitled to a period of 2 days compassionate leave for each occasion when a member of your immediate family or household has a personal illness or injury that poses a serious threat to their life or a member of your immediate family or household dies.

3.2.2 **Documentary Evidence**

You are entitled to compassionate leave only if you give the Company evidence that the Company reasonably requires of the illness, injury or death.

3.3 **Annual Leave**

This entitlement applies to all employees other than casual employees. The employee shall be entitled to annual leave in accordance with the Australian Fair Pay and Conditions Standard except as varied by the provisions below.

3.3.1 **Period of Leave**

A full time employee is entitled to a period of 4 weeks annual leave (exclusive of public holidays) after each 12 months continuous service with the Company. The annual leave

accrues at a rate of one-thirteenth of the nominal hours worked by the employee for the employer for each four week period.

3.3.2 Payment for Period of Leave

Before going on annual leave the employee shall be paid the amount of wages the employee would have received in respect of ordinary time for the period of leave plus a loading of 17.5 per cent on such amount.

3.3.3 Taking Leave

- (a) The Company may request the employee to take annual leave by giving not less than four weeks' notice of the time when such leave is to be taken.
- (b) Subject to prior approval by the Company, which includes consideration of operational requirements, the employee may take their annual leave in multiple periods, including periods of less than 1 week.
- (c) Except in urgent situations the employee must lodge any applications for annual leave at least four weeks in advance of the date upon which they wish to commence leave.
- (d) any authorisation enabling an employee to take annual leave is subject to the Company's operational requirements.
- (e) an employee may be directed to take an amount of annual leave if the employee has an annual leave credit of more than 8 weeks.

3.3.4 Entitlement to cash out annual leave

An employee may request in writing to forgo an amount of annual leave and to receive payment of that amount in lieu of taking the leave. Payment is conditional on the Company agreeing to the request. During each 12 month period an employee cannot forgo more than 2 weeks of accrued annual leave

3.3.5 Purchase of Extra Leave (48/52)

3.3.5.1 In addition to the above statutory entitlements, employees may choose to purchase additional leave to a maximum of four weeks in accordance with the following provisions:

- 3.3.5.1.1** Employees shall submit their request in writing and approval of such requests shall be at the discretion of management.
- 3.3.5.1.2** Employees are only able to make one request for the purchase of leave per annum and such requests must be for a minimum of 5 working day blocks (one week).
- 3.3.5.1.3** Employees who choose to purchase extra leave shall have their annual salary reduced by 1/52 per annum for each week purchased and their annual leave entitlement shall be increased by the requisite amount.

3.4 Long Service Leave

Teachers shall accumulate long service leave in accordance with the provisions of the Long Service Leave Act (Vic). Provided that an employee will entitled to take long service leave after 10 years of service in accordance with the Act. An employee may elect to take up to 25%

of their leave entitlement in cash in conjunction with taking 75% of their leave entitlement as leave.

3.5 Public Holidays

3.5.1 A teacher shall be entitled to holidays on the following days:

3.5.1.1 New Year's Day, Good Friday, Easter Saturday, Easter Monday, Christmas Day and Boxing Day, and

3.5.1.2 the following days as prescribed in Victorian legislation: Australia Day, Anzac Day, Queen's Birthday and Eight Hours' Day or Labour Day, and

3.5.1.3 Melbourne Cup Day; as gazetted.

3.5.2 A teacher shall be entitled to holidays in lieu in the following circumstances:

3.5.2.1 When Christmas Day is a Saturday or Sunday, a holiday in lieu thereof shall be observed on 27 December.

3.5.2.2 When Boxing Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on 28 December.

3.5.2.3 When New Year's Day or Australia Day is a Saturday or Sunday, a holiday in lieu thereof shall be observed on the next Monday.

3.5.3 Where public holidays are declared or prescribed on days other than this set out in (a) and (b) above, those days shall constitute additional holidays for the purpose of this award.

3.5.4 The employer, with the agreement of the majority of employees, may substitute another day for any prescribed in this clause.

3.5.4.1 The employer and teachers may agree to substitute another day for any prescribed in this clause. For this purpose, the consent of the majority of teachers affected shall constitute agreement.

3.5.4.2 An agreement pursuant to 3.5.4.1 shall be recorded in writing and be available to every affected teacher

3.5.4.3 The union shall be informed of an agreement pursuant to 3.5.4.1 and may within seven days refuse to accept it. The union will not unreasonably refuse to accept the agreement.

3.5.4.4 If the union, pursuant to 3.5.4.3, refuses to accept an agreement, the parties will seek to resolve their differences to the satisfaction of the employer, the teachers and the union.

3.5.4.5 If no resolution is achieved pursuant to 3.5.4.4 the employer may apply to the Commission for approval of the agreement reached with his or her teachers. Such an application must be made fourteen or more days before the prescribed holiday. After giving the employer and union an opportunity to be heard, the Commission recommend a resolution to the application.

3.5.5 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.

3.6 Examination and Study Leave

3.6.1 Any teacher, who for the purposes of furthering his or her teacher training, enrolls in any course approved by the college shall be granted leave:

3.6.1.1 with pay on the day of any examination required in the course.

3.6.1.2 without pay for the purpose of attending any compulsory residential school which is a part of such course.

3.6.2 Upon request, the college may entertain requests from teachers for time off with or without pay for attendances at off-premises courses, seminars or meetings; and payment of fees for programmes which will greatly benefit the college.

3.7 Jury Duty

A teacher required to attend for jury service for any period up to a maximum of twenty working days shall be reimbursed by the college an amount equal to the difference between the amount paid in respect of his or her attendance for such service, and the wage he or she would have received if he or she had not been on jury service.

3.8 Parental Leave

All employees are entitled to Parental Leave as set out in Part 7, Division 6 of the *Workplace Relations Act 1996*.

PART 4 GENERAL PROVISIONS

4.1 DISPUTE RESOLUTION PROCESS

4.1.1 Resolving a dispute at the workplace level

- (a) Subject to the provisions of the *Workplace Relations Act 1996* the following procedure shall apply to the avoidance of industrial disputes.
- (b) The parties to a dispute must genuinely attempt to resolve the dispute at the workplace level. This may involve the affected employee first discussing the matter in dispute with their supervisor, then with more senior management.
- (c) The employee/s may be represented at any stage of this process.

4.1.2 Where the matter cannot be resolved at the workplace level

- (a) If a matter in dispute cannot be resolved at the workplace level, either party may refer the dispute to the Australian Industrial Relations Commission in an attempt to resolve the matter. Both parties consent to the Australian Industrial Relations Commission having the power to arbitrate the matter in dispute.
- (b) It is agreed that the Commission shall have the power to do all such things as are necessary for the just resolution or determination of the matter in dispute. This includes the exercising of procedural powers in relations to direction, hearings, witnesses, evidence and submissions which are necessary to make the arbitration effective.

4.1.3 Conduct during a dispute

- (a) An employee who is a party to a dispute must, while the dispute is being resolved:
 - (i) continue to work in accordance with their contract of employment, unless the employee has a reasonable concern about an imminent risk to their health or safety; and
 - (ii) comply with any reasonable direction given by their employer to perform other available work, either at the same workplace or at another workplace.
- (b) In directing an employee to perform other available work, the employer must have regard to:
 - (i) the provisions (if any) of the law of the Commonwealth or of a State or Territory dealing with occupational health and safety that apply to that employee or that other work; and
 - (ii) whether that work is appropriate for the employee to perform.

4.2 Use of Materials and Confidentiality

4.2.1 A teacher shall be entitled to retain for his or her personal use, copies of material prepared in the course of employment where such material was prepared by the teacher for use only with that teacher's class.

4.2.2 On termination of employment with the Company and before final salary payment is processed, a teacher will be required to return to the Company:

- * any papers, records and documents which relate in any way to the Company;
- * all books, syllabus or research materials; and
- * any other items of property belonging to the Company

4.2.3 Information relating to any aspect of the Company's affairs, operations, activities, clients, systems, plans, property, finance or business, available to or accessed by a teacher as a result of their employment, must be treated as strictly confidential under all circumstances.

4.2.4 Information or copies of information must not be removed from the Company's premises, except where the employment requires it, and where the Company has given consent.

4.2.5 The teacher's obligation of confidentiality exists both during employment and after employment ceases.

4.2.6 Any breach of confidentiality as provided herein shall be regarded as serious misconduct for which a teacher may be dismissed without notice.

4.3 Redundancy

4.3.1 Definitions

4.3.1.1 **Business** includes trade, process, business or occupation and includes part of any such business.

4.3.1.2 Redundancy occurs where an employer has made a definite decision that the employer no longer wishes the job the employee has been doing done by anyone and that decision leads to the termination of employment of the employee, except where this is due to the ordinary and customary turnover of labour.

4.3.1.3 Transmission includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and **transmitted** has a corresponding meaning.

4.3.1.4 Week's pay means the ordinary time rate of pay for the employee concerned. Provided that such rate shall exclude:

- 3 overtime;
- 4 penalty rates;
- 5 disability allowances;
- 6 shift allowances;
- 7 special rates;
- 8 fares and travelling time allowances;
- 9 bonuses; and
- 10 any other ancillary payments of a like nature.

4.3.2 Transfer to lower paid duties

Where an employee is transferred to lower paid duties by reason of redundancy the same period of notice must be given as the employee would have been entitled to if the employment had been terminated and the employer may at the employer's option, make payment in lieu thereof of an amount equal to the difference between the former ordinary rate of pay and the new ordinary time rate for the number of weeks of notice still owing.

4.3.3 Severance pay

4.3.3.1 Severance pay

An employee whose employment is terminated by reason of redundancy is entitled to the following amount of severance pay in respect of a period of continuous service:

Period of continuous service	Severance pay
Less than 1 year	Nil
1 year and less than 2 years	4 weeks' pay*
2 years and less than 3 years	6 weeks' pay
3 years and less than 4 years	7 weeks' pay
4 years and less than 5 years	8 weeks' pay
5 years and less than 6 years	10 weeks' pay
6 years and less than 7 years	11 weeks' pay
7 years and less than 8 years	13 weeks' pay
8 years and less than 9 years	14 weeks' pay
9 years and less than 10 years	16 weeks' pay
10 years and over	12 weeks' pay

***Week's pay** is defined in 4.3.1.

4.3.3.2 Provided that the severance payments shall not exceed the amount which the employee would have earned if employment with the employer had proceeded to the employee's normal retirement date.

4.3.4 Employee leaving during notice period

An employee given notice of termination in circumstances of redundancy may terminate his/her employment during the period of notice set out in 4.3.2 and 4.3.3. In this circumstance the employee will be entitled to receive the benefits and payments they would have received under this clause had they remained with the employer until the expiry of the notice, but will not be entitled to payment in lieu of notice.

4.3.5 Alternative employment

4.3.5.1 An employer, in a particular redundancy case, may make application to the Commission to have the general severance pay prescription varied if the employer obtains acceptable alternative employment for an employee.

4.3.5.2 This provision does not apply in circumstances involving transmission of business as set in 4.3.7.

4.3.6 Job search entitlement

4.3.6.1 During the period of notice of termination given by the employer in accordance with 4.3.2 and 4.3.3, an employee shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.

4.3.6.2 If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or he or she shall not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

4.3.7 Transmission of business

4.3.7.1 The provisions of this clause are not applicable where a business is before or after the date of this award, transmitted from an employer (in this subclause called the **transmittor**) to another employer (in this subclause called the **transmittee**), in any of the following circumstances:

4.3.7.1(a) Where the employee accepts employment with the transmittee which recognises the period of continuous service which the employee had with the transmittor and any prior transmittor to be continuous service of the employee with the transmittee; or

4.3.7.1(b) Where the employee rejects an offer of employment with the transmittee:

- in which the terms and conditions are substantially similar and no less favourable, considered on an overall basis, than the terms and conditions applicable to the employee at the time of ceasing employment with the transmittor; and
- which recognises the period of continuous service which the employee had with the transmittor and any prior transmittor to be continuous service of the employee with the transmittee.

4.3.8 Employees exempted

This clause does not apply to:

- employees terminated as a consequence of serious misconduct that justifies dismissal without notice;
- probationary employees;
- apprentices;
- trainees;
- employees engaged for a specific period of time or for a specified task or tasks; or
- casual employees.

4.3.9 Incapacity to pay

The Commission may vary the severance pay prescription on the basis of an employer's incapacity to pay.

4.4 Anti-Discrimination

The Parties to this Agreement agree that:

- (a) it is their intention to achieve the principal object in paragraph 3(j) of the *Workplace Relations Act 1996*, which is to respect and value the diversity of the work force by helping to prevent and eliminate discrimination at their enterprise on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin; and
- (b) any dispute concerning these provisions and their operation will be progressed initially under the dispute resolution procedure in this Agreement; and

- (c) nothing in these provisions allows any treatment that would otherwise be prohibited by anti-discrimination provisions in applicable Commonwealth, State or Territory legislation; and
- (d) nothing in these provisions prohibits any discriminatory conduct (or conduct having a discriminatory effect) that is based on the inherent requirements of a particular position.

SIGNATORIES:

For and on behalf of

Taylors Institute of Advanced College Ltd

(Signature)

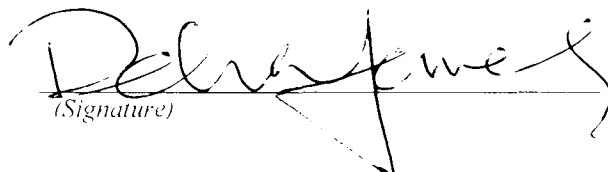
Position: _____

Full Name: _____

Address: _____

Date signed _____

For and on behalf of
the Independent Education Union



(Signature)

Position: _____

Full Name: _____

Address: _____

General Secretary
DEBRA JAMES
120 CLARENDON ST
SOUTH MELBOURNE

Date signed: _____

28 June 2007

SCHEDULE

**EMBASSY CES (MELBOURNE TEACHERS) COLLECTIVE WORKPLACE AGREEMENT
2007**

Annual Salary - Full Time Teacher:

STEP	Current Rate	1 October 2006	Date of Agreement	1 October 2007	1 October 2008
	\$	\$	\$	\$	
1	36,624	\$37,906	\$38,095	\$39,619	\$41,204
2	37,302	\$38,608	\$38,801	\$40,353	\$41,967
3	38,672	\$40,026	\$40,226	\$41,835	\$43,508
4	40,072	\$41,475	\$41,682	\$43,349	\$45,083
5	42,204	\$43,681	\$43,900	\$45,656	\$47,482
6	43,697	\$45,226	\$45,453	\$47,271	\$49,161
7	45,148	\$46,728	\$46,962	\$48,840	\$50,794
8	46,599	\$48,230	\$48,471	\$50,410	\$52,426
9	48,195	\$49,882	\$50,131	\$52,136	\$54,222
10	50,074	\$51,827	\$52,086	\$54,169	\$56,336
11	51,822	\$53,636	\$53,904	\$56,060	\$58,303
12	53,704	\$55,584	\$55,862	\$58,096	\$60,420
Head Teacher	4,029	\$4,170	\$4,191	\$4,358	\$4,533
Senior Teacher	2,014	\$2,084	\$2,095	\$2,179	\$2,266

Hourly Rate – Casual Teacher:

STEP	Current Rate	1 October 2006	Date of Agreement	1 October 2007	1 October 2008
	\$	\$	\$		\$
1	31.33	\$32.43	\$32.59	\$33.89	\$35.25
2	32.83	\$33.98	\$34.15	\$35.51	\$36.94
3	34.25	\$35.45	\$35.63	\$37.05	\$38.53
4	35.38	\$36.62	\$36.80	\$38.27	\$39.80
5	37.15	\$38.45	\$38.64	\$40.19	\$41.80
6	38.61	\$39.96	\$40.16	\$41.77	\$43.44
7	40.06	\$41.46	\$41.67	\$43.34	\$45.07
8	41.52	\$42.97	\$43.19	\$44.92	\$46.71
9	42.96	\$44.46	\$44.69	\$46.47	\$48.33
10	44.43	\$45.99	\$46.21	\$48.06	\$49.99
11	45.87	\$47.48	\$47.71	\$49.62	\$51.61
12	47.40	\$49.06	\$49.30	\$51.28	\$53.33

The above annual salaries and casual hourly rates, which include the annual increases listed above, apply from the first full pay period to commence on or after the dates specified: