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AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

*Workplace Relations Act 1996*

s. 17OLS certification of **agreement**

**Independent Education Union of Australia, VIEU Branch**

and

**Melbourne Language Centre Pty Ltd**  
(C No. 31129 of 1998)

MELBOURNE LANGUAGE CENTRE CERTIFIED AGREEMENT 1997

Various employees

Educational services industry

COMMISSIONER SNFITH

MELBOURNE, 30 APRIL 1998

*Certification of division 3 agreement.*

### **PREAMBLE**

This is an application pursuant to s.17OLS of the *Workplace Relations Act 1996* (the Act) for certification of an agreement known as the Melbourne Language Centre Certified Agreement 1997.

The agreement has been made between the Independent Education Union of Australia, VIEU Branch and the Melbourne Language Centre Pty Ltd.

The application was heard by me in Melbourne on 28 April 1998. On the basis of the Statutory Declarations filed by the parties to the agreement and the submissions made at the hearing, I am satisfied that the relevant requirements of the Act and the Rules have been met.

## CERTIFICATION OF AGREEMENT

In accordance with section 170LT of the *Workplace Relations Act 1996*, the Commission hereby certifies the attached written agreement.

This agreement shall apply from the first pay period commencing on or after 20 December 1997 and shall remain in force until 30 June 1999.

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### MELBOURNE LANGUAGE CENTRE CERTIFIED AGREEMENT 1997

#### Arrangement

Clause	Title
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|----|--|
| 1. | Parties to the Agreement, Term of the Agreement and Scope of the Agreement |
| 2. | Relationship to the Award  |
| 3. | Objects of the Agreement   |
| 4. | Salaries and Rates of Pay  |
| 5. | Sessional Teachers - Public Holidays                                       |
| 6. | New Agreement  |
| 7. | Disputes Arising Concerning Agreement                                      |
| 8. | Signatories to the Agreement   |

1.	<b>Parties to the Agreement, Term of the Agreement and Scope of the Agreement</b>
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This agreement is made between the Independent Education Union of Australia, VIEU Branch ("the IEW), an organisation of employees, and Melbourne Language Centre ("the College'), and shall apply from the first pay period commencing on or after 20 December 1997 and shall remain in force until 30 June 1999.

The agreement shall apply to teachers employed by the College.

2.	<b>Relationship to the Award</b>
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Except as provided by this agreement, the conditions of employment of teachers will be in accordance with the English Colleges Award, 1992 (hereafter described as "the Award") and any award which replaces it.

### 3. Objects of the Agreement

In reaching this agreement, the parties have recognised:

- (a) the need to maintain the quality of education provided in English Colleges and the public perception of it;
- (b) the variety of managerial and educational arrangements that exist requiring flexibility in the application of regulations that governs employment practices;
- (c) the need to maintain a working environment which is harmonious;
- (d) the particular nature of English Colleges means that productivity and efficiency are important objects but such can be achieved by qualitative rather than quantitative measures.

### 4. Salaries and Rates of Pay

- (a) This clause replaces the salaries and rates of pay set out in Clause 7 of the award.
- (b) The minimum rates of salary payable to teachers shall be as set out below from the first pay period commencing on or after 20 December 1997 (2%).

Step	Points	Total Minimum Annual Salary 5	Minimum Daily Rate 5	Minimum Hourly Rate 5
0	0	28,507	131.05	24.41
1	5	29,037	133.49	25.55
2	10	30,101	138.39	26.67
3	15	31,191	143.40	27.80
4	20	32,884	151.18	28.92
5	25	34,012	156.37	30.06
6	30	35,142	161.56	31.20
7	35	36,271	166.75	32.33
8	40	37,514	172.47	33.45
9	45	38,975	179.19	34.58
10	50	40,336	185.44	35.72
11	55	41,537	190.97	36.90

- (C) The minimum rates of salary payable to teachers shall be as set out below from the first pay period commencing on or after 1 June 1998 (21/o):

Step	Points	Total Minimum Annual Salary 5	Minimum Daily Rate 5	Minimum Hourly Rate S
1	0	29,077	133.67	24.89
2	5	29,617	136.15	26.06
3	10	30,703	141.15	27.20
4	15	31,815	146.26	28.35
5	20	33,542	154.20	29.50
6	25	34,692	159.49	30.66
7	30	35,845	164.79	31.82

8	35	36,996	170.08	32.97
9	40	38,264	175.91	34.11
10	45	39,755	182.77	35.27
11	50	41,143	189.14	36.43
12	55	42,638	194.78	37.63

- (d) The minimum rates of salary payable to teachers from the first pay period commencing on or after 1 January 1999 (21/0) shall be set out below:

Step	Points	Total Minimum Annual Salary \$	Minimum Daily Rate \$	Minimum Hourly Rate \$
1	0	29,659	136.34	25.38
2	5	30,209	138.87	26.58
3	10	31,317	143.97	27.74
4	15	32,451	149.18	28.94
5	20	34,213	157.28	30.09
6	25	35,386	162.67	31.27
7	30	36,562	168.08	32.45
8	35	37,736	173.48	33.62
9	40	39,029	179.42	34.79
10	45	40,550	186.42	35.98
11	50	41,966	192.92	37.15
12	55	43,215	197.67	38.38

#### 5. Sessional Teachers - Public Holidays

- (i) 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.

#### 6. Disputes Arising Concerning Agreement

- (i) Any grievance or dispute relating to this agreement which arises shall, wherever possible, be settled by discussion at the workplace level between the teacher or teachers (as the case may be) and the employer. If no agreement is reached between the teacher (or teachers) and the employer, the teacher may request the Independent Education Union to discuss the dispute with the employer or nominated representative of the employer.
- (ii) Nothing in this clause shall remove the right of a teacher or employer to refer a dispute to the Australian Industrial Relations Commission for resolution. However, the parties agree that wherever possible, such notification shall not occur until the procedures in paragraph (i) of this clause have been exhausted.

#### 7. New Agreement

The parties have agreed to meet to discuss a new Certified Agreement no later than 1 March 1999 which may include further wage increases.