DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Study Group Australia Pty Ltd
(AG2015/6939)

EMBASSY ENGLISH (MELBOURNE TEACHERS) ENTERPRISE AGREEMENT 2015
Educational services

COMMISSIONER ROE MELBOURNE, 14 JANUARY 2016

Application for approval of the Embassy English (Melbourne Teachers) Enterprise Agreement 2015.

[1] An application has been made for approval of an enterprise agreement known as the Embassy English (Melbourne Teachers) Enterprise Agreement 2015 (the Agreement). The application was made pursuant to s.185 of the Fair Work Act 2009 (the Act). It has been made by Study Group Australia Pty Ltd. The Agreement is a single enterprise agreement.

[2] I am satisfied that each of the requirements of ss.186, 187 and 188 as are relevant to this application for approval have been met. The Agreement does not cover all of the employees of the employer, however, taking into account the factors in Section 186(3) and (3A) I am satisfied that the group of employees was fairly chosen.

[3] Pursuant to s.202(4) of the Act, the model flexibility term prescribed by the Fair Work Regulations 2009 is taken to be a term of the Agreement.

[4] The Independent Education Union of Australia being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) I note that the Agreement covers the organisation.
The Agreement was approved on 14 January 2016 and, in accordance with s.54, will operate from 21 January 2016. The nominal expiry date of the Agreement is 30 September 2018.
EMBASSY ENGLISH (MELBOURNE TEACHERS)
ENTERPRISE AGREEMENT 2015

PART I PRELIMINARY

1.1 Parties

The parties to the agreement are:

- Study Group Australia Pty Ltd ("the Employer" or "the Company"); and
- Teachers to whom the agreement applies as specified in clause 1.2.1.

1.2 Application and Coverage

1.2.1 This Agreement shall apply to:

Study Group Australia Pty Ltd; and

Teachers employed by the Company to deliver English Language Intensive Courses for Overseas Students at the Embassy English Victoria campus in Melbourne, Victoria. ("the Employees").

1.2.2 This Agreement, on approval by Fair Work Australia, shall cover:

The Independent Education Union ("the Union") upon notice under s.183 (1) of the Fair Work Act 2009.

1.3 Date and Period of Operation

This Agreement shall come into operation from the date advised by Fair Work Australia and shall remain in force until 30 September 2018.

It is the intention of the parties to commence negotiations for a subsequent Enterprise Agreement four months prior to the nominal expiry date of this Agreement.

1.4 Relationship to Awards and Legislation

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.

1.6.3 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 students whose first language is other than English.
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.

1.6.8 Equivalent experience means experience which the college and the teacher agree is equivalent to experience prescribed by this Agreement.

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 Agreement.

1.6.10 Fixed term teacher means a teacher, other than a casual teacher, employed for a fixed period of time for a period of at least four weeks but no more than 12 months on either a full-time or part-time basis.

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 Long Term Casual means a casual employee who has been employed by the Company on a regular and consistent basis for at least 12 months and who has a reasonable expectation of continuing employment on that basis.

1.6.14 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.

1.6.15 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.

1.6.16 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 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.

1.6.21 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 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 Centre Director or Program Manager 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 A teacher will be placed on a salary level commensurate with the minimum salary for their qualifications and experience as determined by this schedule. The progress for a teacher classified as Category A, B, C, or D will be as follows:

(a) Category A commences at Level 4 and progresses to a maximum of Level 12.

(b) Category B commences at Level 3 and progresses to a maximum of Level 11.

(c) Category C commences at Level 2 and progresses to a maximum of Level 11.

(d) Category D commences at Level 1 but may not progress until they have obtained qualifications that meet at least the minimum requirements of NEAS. Category D teachers who obtain qualifications that meet at least the minimum requirements of NEAS may progress to a higher classification level in accordance with the type of qualification held.

2.1.2 No teacher employed by the employer as at the operative date of the agreement shall have their current salary Step reduced as a result of the commencement of this agreement. Such employees shall be assigned a new salary Level in accordance with the transitional table contained in the Schedule attached to this agreement.

2.1.3 If the employer does not accept (fully or in part) the qualifications or experience of a teacher, the employer will advise the teacher in writing what qualifications or experience are not accepted or the extent to which they are not accepted.

2.1.4 Subject to the continuing satisfactory conduct, diligence and performance of a teacher and the acquisition and utilisation of skills and knowledge through experience, progression from one salary level to the next will occur on the completion of a year of full-time experience or equivalent part-time experience.

2.1.5 Pursuant to disputes procedures, where the employer 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 progress to the next salary level is not warranted, a formal review will be undertaken by the employer prior to the date when the increment is due.

2.1.6 **Additional Qualifications**

Teachers who gain additional qualifications that would entitle them to be classified in a higher category shall advance to the appropriate level in the salary scale upon the production of satisfactory evidence of the additional qualification. Such increase shall be calculated on and from the first pay period after the date the results of the course are presented to the Company or evidence of the relevant experience was made available to the Company.
2.1.7 Teacher Categories

Based on an assessment of a teacher's qualifications, a teacher will be classified in one of the following categories:

(a) **Category A**—a teacher having a degree and diploma of education or equivalent and either a diploma in TESOL (e.g. Dip SRA, Grad Dip TESOL); or a postgraduate diploma in applied linguistics, languages other than English (LOTE).

(b) **Category B**—a teacher having a degree and diploma of education or equivalent plus a recognised TESOL certificate; or a degree and diploma including LOTE/TESOL.

(c) **Category C**—a teacher with a degree (three year minimum) plus a recognised TESOL certificate; or a degree (three year minimum) including LOTE/TESOL.

(d) **Category D**—other qualifications not provided for above and/or expected to acquire TESOL qualifications.

2.1.8 The following experience will be recognised as relevant experience:

(a) full-time TESOL teaching to adults or secondary students in schools or equivalent in Australia to classes of not less than five students;

(b) other full-time teaching, including in other languages, credited at the rate of one year of experience for each two years of such teaching, to a maximum of three years;

(c) part-time experience will be recognised on a pro rata basis; and

(d) where the teacher has worked for less than a full year, they will be accredited with experience in the proportion that the weeks worked over the 12 month period bears to the number of weeks normally required of a full-time teacher at the same institution.

(c) Experience as a casual teacher teaching TESOL to adults or secondary students will be credited on the basis of the number of hours taught compared to the number of days or hours normally required of a full-time teacher at the same institution. Provided that for every 110 days a casual teacher is engaged they will be deemed to have not less than six months' service.

2.1.9 Casual Service Calculation

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

(i) 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;

(ii) For service at a college the teacher shall accrue points as follows:

(iii) Each daily engagement shall be calculated as one day;

(iv) Where a casual teacher is engaged by the hour, every 4.5 hours shall be deemed to constitute one day; and

(v) Every 990 hours shall be deemed to constitute 12 months service for the purpose of salary advancement.
2.1.10 Salary Increases

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

- 2.75% on 1 October 2015;
- a further 2.75% on 1 October 2016;
- a further 2.75% on 1 October 2017.

2.1.11 EAP Preparation Allowance

From the first pay period following confirmation of this Agreement, for each hour of face-to-face EAP teaching, a 7.5% allowance will be paid on the base hourly rate, for those specific hours. The allowance attracts superannuation, but is independent of calculations of leave, marking-time payments, loadings or notice payments.

2.2 Payment of Salary

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

2.2.1 Superannuation

The Employer will make an employer superannuation contribution equivalent to not less than the superannuation guarantee charge under superannuation legislation with respect to that employee.

Each employee shall be provided with a superannuation choice form upon commencement. Should the Employee not nominate a complying superannuation fund for this purpose, the contribution will be made to the Company’s default MySuper compliant superannuation fund.

2.3 Fixed term employment

(a) An employee may be employed for a fixed period of time for a period of at least four weeks but no more than 12 months on either a full-time or part-time basis to:

(i) undertake a specified project for which funding has been made available;
(ii) undertake a specified task which has a limited period of operation; or
(iii) to undertake a specified task due to fluctuating student enrolments; or
(iv) replace an employee who is on leave, performing other duties temporarily or whose employment has terminated after the commencement of the College Year. Provided that where the replacement arrangement extends beyond 12 months, the fixed term employment may be extended for up to a further 12 months.

(b) Employees under (a)(iii) above who have been engaged on a fixed term basis for two years shall be entitled to apply to become permanent employees when a permanent position that matches their qualifications, skills and experience becomes available.

(c) Before employing a Fixed Term Employee, the College will inform the Fixed Term Employee of:

(i) the reason for the fixed nature of the employment;
(ii) the date of commencement of the employment;
(iii) the benefits which are applicable under this Agreement; and
(iv) the rights of any Employee being replaced.

(d) A fixed term 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.

(e) 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.

(f) If there is a period of three months or more between the date of termination of a previous fixed term contract and a new fixed term or other contract of employment, all entitlements accrued under the previous contract will be extinguished.

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 full time teachers, the following hours provisions shall apply:

General English and EAP

2.4.2.1 Up to 25 hours face to face scheduled teaching hours;
2.4.2.2 6 hours preparation and correction;
2.4.2.3 2.5 hours administration;
2.4.2.4 Any other duties which Study Group may reasonably require of Teachers of which teachers are skilled and capable to perform

Examples include:

   i. Developing and maintaining resources
   ii. Assisting in completion of EoCQ’s
   iii. Assisting in creation and maintenance of student filing system.
   iv. Conducting and Supervising excursions and activities outside of class time.
   v. Mentoring new teachers
   vi. Maintaining and updating class Spreadsheet.
   vii. Conducting and supervising activity-based clubs
   viii. Supervising and co-ordinating teaching teams
   ix. Report Writing

2.4.2.5 The employer will ensure that workloads are equitable and transparent.

2.5 Casual Teachers

2.5.1 'Casual Teacher' means a teacher engaged as such and paid by the hour including a long term casual.

2.5.2 The salary scale for casual teachers shall be as set out in the attached schedule.

2.5.3 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.

2.5.4 Where there is a break in the service of a long term casual of up to 12 weeks because of the College’s operational requirements the employee will be given preference in consideration for re-engagement when a position becomes available.

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2.5.5 In addition to the conditions outlined in 2.13.2, when permanent vacancies become available, they will first be offered to existing casual staff on a merit-based selection process based on the requirements of the role.

2.6 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.

2.7 Class Size Management

The parties agree to nominal class sizes of 18 students. However, it is acknowledged that these limits are not always achievable at all times due to rolling intakes. Where the nominal class size is exceeded, the employer will endeavour to reduce classes in excess within two weeks of the commencement of that class.

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 The 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 and entitlements to superannuation.

In the case of a fixed term teacher, the letter shall also state the length of engagement.

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 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 week's notice of termination of employment of a teacher shall be given.

2.9.4 The foregoing shall not affect the right of the college to dismiss summarily any teacher for incompetence, misrepresentation, neglect of duty or other serious misconduct.

2.10 Professional Development

2.10.1 All employees covered by this Agreement are required to maintain current Working with Children checks.

2.10.2 Embassy will provide professional development opportunities for all employees of this Agreement.
2.10.3 Paid professional development will be provided to casual staff, who attend such opportunities as they are provided, at a minimum of four, four-hour blocks per annum. The hourly rates are set out in the Appendix.

2.10.4 Such professional development hours are in addition to normal teaching hours, and should the professional development not occur, such payment will still be paid, on a calendar basis.

2.10.5 Such payment will not occur, or shall be made on a pro rata basis, if the casual employee did not attend such development if it was provided.

2.10.6 Such payments to casual staff will be made to those casuals employed in the first pay period following 31st March, 30th June, 30th September and 31st December each year.

2.10.7 Professional Development activities will take place in both Term Weeks and Non-term Weeks.

2.10.8 Study Assistance for employees who undertake self-funded external courses of study approved in advance by the Campus Director will be provided according to the Study Group Professional Development Policy. Enrolment and course fees, and any compulsory additional fees, will be paid upon supply of receipts, up to a maximum of $1,500 per year on successful completion of the subject/module/course. In addition, one paid day per semester per subject will be granted for Examination Leave in an approved course of study. This time can be divided at the employee's discretion (with the approval of the relevant manager). It is intended to cover both actual examination time as well as pre-examination study. A Leave Application Form must be forwarded to the Campus Director as soon as the examination program is known.

2.10.9 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.

2.10.10 Casual Employees who attend professional development on a day which would otherwise be a non-attendance day will be paid for their attendance at the ordinary rate of pay provided that such attendance and payment is authorised in advance by the Company.

2.11 Individual Flexibility Agreements

The Employer and an individual employee may agree to vary the application of clause 2.4 of this agreement in respect of arrangements for when work is performed.

The agreement must meet the genuine needs of the Employer and the individual Employee.

The Employer and Employee must have genuinely made the agreement without coercion or duress.

The Employee is entitled to a representative of his or her choice for the purposes of negotiating a flexibility agreement under this clause.

The Employer must ensure that the terms of the individual flexibility arrangement:

(a) are about permitted matters under section 172 of the Fair Work Act 2009; and
(b) are not unlawful terms under section 194 of the Fair Work Act 2009; and
(c) result in the employee being better off overall than the employee would be if no arrangement was made.

The agreement between the Employer and the individual Employee must:
(a) be confined to a variation in the application of one or more of the terms listed in clause 2.4; and
(b) result in the Employee being better off overall than the Employee would have been if no flexibility agreement had been agreed to.

The Employer must ensure that the agreement between the Employer and the individual Employee is:

(a) in writing, names the parties to the agreement and is signed by the Employer and the individual Employee and, if the Employee is under 18 years of age, the Employee's parent or guardian;
(b) states each specific sub clause of this agreement that the Employer and the individual Employee have agreed to vary;
(c) details how the application of each term has been varied by agreement between the Employer and the individual Employee;
(d) details how the agreement results in the individual Employee being better off overall in relation to the individual Employee's terms and conditions of employment; and
(e) states the date the agreement commences to operate.

The Employer must give the individual Employee a copy of the agreement and keep the agreement as a time and wages record.

An Employer seeking to enter into an agreement must provide a written proposal to the Employee.

Where the Employee's understanding of written English is limited the Employer must take measures, including translation into an appropriate language, to ensure the Employee understands the proposal.

The agreement may be terminated:

(a) by the Employer or the individual Employee giving four weeks' notice of termination, in writing, to the other party and the agreement ceasing to operate at the end of the notice period; or
(b) any time, by written agreement between the Employer and the individual Employee.

2.12 The National Employment Standards

The National Employment Standards ("NES") are minimum entitlements specified in Part 2-2 of the Fair Work Act 2009. A summary of the leave entitlements from the NES are set out Part 3 Leave. For the purposes of the NES leave entitlements the following summary to the general provisions apply.

2.12.1 Continuous Service

"Continuous Service" is the period during which an employee is employed by the employer provided that the following periods of absence during employment do not count as service:

- Any period of unauthorised absence
- Any period of unpaid leave except absence on community service leave.

2.12.2 Restriction While Receiving Workers' Compensation

An employee is not entitled to take or accrue any paid or unpaid leave under the NES, save for annual leave or long service leave, during a period when the employee is absent from work because of a personal illness, or a personal injury, for which the employee is receiving workers compensation payments. This does not apply to unpaid parental leave.
2.12.3 Notice

To be entitled to leave an employee must give the employer notice as soon as reasonably practicable regarding the type of leave to be taken and must advise the employer of the period, or expected period of the leave.

2.12.4 Documentary Evidence

Subject to the provisions of the enterprise agreement, to be entitled to payment for the leave the employee, when required by the employer, must provide evidence that would satisfy a reasonable person that that the leave was taken for the purpose it is provided in the NES.

2.13 Secure Employment

2.13.1 Objective of this Clause

The objective of this clause is for the employer to take all reasonable steps to provide employees with secure employment by maximising the number of permanent positions in the employer's workforce, in particular by ensuring that casual employees have an opportunity to elect to become full-time or part-time ongoing employees.

2.13.2 Casual Conversion

(a) A casual employee engaged on a regular and systematic basis for a sequence of periods of employment under this Agreement during a calendar period of twelve months shall thereafter have the right to elect to have his or her ongoing contract of employment converted to permanent ongoing full-time employment or part-time employment if the employment is to continue beyond the conversion process prescribed by this subclause.

(b) The employer may limit the numbers converting to ongoing where the number of casual employees falls to the levels required to account for genuine variations expected in a term's student enrolments.

(c) Where multiple casual employees choose to be available for conversion to a smaller number of positions in these circumstances, merit selection between these staff will apply.

(d) Within four weeks of approval of this agreement, and each subsequent anniversary of the approval, all existing eligible casual employees at Embassy will be provided with the choice of conversion to ongoing employment.

(e) The employee retains his or her right of election under this subclause if the employer fails to comply with this notice requirement.

(f) Any casual employee who has a right to elect under paragraph 2.13.2(a), upon receiving notice under paragraph 2.13.2(d) or after the expiry of the time for giving such notice, may give four weeks' notice in writing to the employer that he or she seeks to elect to convert his or her ongoing contract of employment to full-time or part-time employment, and within four weeks of receiving such notice from the employee, the employer shall consent to or refuse the election, but shall not unreasonably so refuse. Where an employer refuses an election to convert, the reasons for doing so shall relate to the genuine business needs of the employer, be fully stated and discussed with the employee concerned, and a genuine attempt shall be made to reach agreement. Any dispute about a refusal of an election to convert an ongoing
Any casual employee who does not, within four weeks of receiving written notice from the employer, elect to convert his or her ongoing contract of employment to full-time employment or part-time employment will be deemed to have elected against any such conversion.

Once a casual employee has elected to become and been converted to a full-time employee or a part-time employee, the employee may only revert to casual employment by written agreement with the employer.

If a casual employee has elected to have his or her contract of employment converted to full-time or part-time employment in accordance with paragraph 2.13.2(f), the employer and employee shall, in accordance with this paragraph, and subject to paragraph 2.13.2(f), discuss and agree upon:

1. whether the employee will convert to full-time or part-time employment; and

2. if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked either consistent with any other part-time employment provisions of this Agreement.

Provided that an employee who has worked on a full-time basis throughout the period of casual employment has the right to elect to convert his or her contract of employment to full-time employment and an employee who has worked on a part-time basis during the period of casual employment has the right to elect to convert his or her contract of employment to part-time employment, on the basis of the same number of hours and times of work as previously worked, unless other arrangements are agreed between the employer and the employee.

Following an agreement being reached pursuant to paragraph (f), the employee shall convert to full-time or part-time ongoing employment. If there is any dispute about the arrangements to apply to an employee converting from casual employment to full-time or part-time ongoing employment, it shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.

An employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this subclause.

PART 3 LEAVE

3.1 Personal/Carer’s Leave

3.1.1 Period of Leave

Employees are entitled to personal/carers leave in accordance with the NES. For each year of continuous service with the employer a full-time or part-time employee is entitled to 10 days paid personal/carers leave. An employee’s entitlement to paid personal/carers leave accrues progressively during a year of service according to the employee’s ordinary hours of work. A summary of the personal/carers leave provisions of the NES is included in this clause.

3.1.2 Meaning

Personal/carers 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

For the purposes of clause 3.1.2 An immediate family member will be taken to include 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 Household Member

For the purposes of clause 3.1.2, the term “household member” will be taken to mean a person living in the same domestic dwelling as the employee, and is not limited to a relative.

3.1.4 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.

3.1.5 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.

3.1.6 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.

3.1.7 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 household, requires care or support during such a period.

3.2 Compassionate Leave

3.2.1 Employees other than casual employees are entitled to paid compassionate leave in accordance with the NES. Casuals are entitled to unpaid leave. The definition of immediate family provided in Personal Leave also applies to this clause.
3.2.2 Compassionate leave may also include a close friend or fellow teacher for the purpose of attendance at funeral and/or burial services. Such paid leave will not exceed 1 day per annum per employee.

3.3 **Entitlement**

Employees are entitled to a period of 2 days compassionate leave for each occasion when a member of the employee’s immediate family or household has a personal illness or injury that poses a serious threat to their life or a member of the employee’s immediate family or household dies. Five days compassionate leave is available when the family member resides overseas.

3.4 **Annual Leave**

This entitlement applies to all employees other than casual employees. The employee shall be entitled to annual leave in accordance with the NES except as varied by the provisions below.

3.4.1 **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. An employee’s entitlement to paid annual leave accrues progressively during a year of service according to the employee’s ordinary hours of work.

3.4.2 **Payment for Period of Leave**

An employee on annual leave 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 4 weeks of the annual leave. Annual leave shall be paid in the normal fortnightly pay cycle or immediately before going on the annual leave if that is requested in writing by the employee.

3.4.3 **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 6 weeks.

3.4.4 **Personal leave during Annual Leave**

3.4.4.1 An employee who becomes ill during a period of annual leave and that illness is substantiated by a medical certificate may take that period as personal leave and have his or her annual leave entitlement re-credited for the period covered by the medical certificate;

3.4.5 **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 provided that at least four weeks of accrued leave remains. Payment is conditional on the Company agreeing to the request.

3.4.6 Purchase of Extra Leave (48/52)

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:

(a) Employees shall submit their request in writing and approval of such requests shall be at the discretion of management.

(b) 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).

(c) 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. The annual leave loading provided in clause 3.3.2 does not apply to purchased leave.

3.4.7 Annual close down

Notwithstanding any other provision of this clause the Company may close down the College or part of it for the purpose of allowing annual leave to all or the majority of the employees in the College or part concerned, provided that:

(a) the company gives not less than four weeks’ notice of intention to do so; and

(b) an employee who has accrued sufficient leave to cover the period of the close down, is allowed leave and also paid for that leave at the appropriate wage in accordance with clause 3.3.2; and

(c) an employee who has not accrued sufficient leave to cover part or all of the close down, is allowed paid leave for the period for which they have accrued sufficient leave and given unpaid leave for the remainder of the closedown; and

(d) the Company may only close down the enterprise or part of it pursuant to this clause for one or two separate periods in a year;

Any period of unpaid leave taken during the Annual close down period is counted as service for all purposes of the Agreement and the NES and does not break continuity service.

3.5 Long Service Leave

3.5.1 Teachers (including casuals) shall be entitled to long service leave in accordance with the provisions of the Long Service Leave Act (Vic), provided that teachers will be entitled to take their accrued long service leave in accordance with the Act after 7 years of service.

3.5.2 If a teacher’s employment ceases after the teacher has completed at least 7, but less than 15 years of continuous service with the College, the employee is entitled to an amount of long service leave equal to 1/60th of the period of his or her continuous employment with the College less any leave taken.

3.5.3 Subject to the operational requirements of the Company, the Employee is entitled to take accrued Long Service Leave at any time, as long as at least 3 months’ notice is given.
3.6 Public Holidays

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

(a) New Year’s Day, Good Friday, Easter Saturday, Easter Monday, Christmas Day and Boxing Day, and

(b) the following days as prescribed in Victorian legislation: Australia Day, Anzac Day, Queen’s Birthday and Eight Hours’ Day or Labour Day, and

(c) Melbourne Cup Day; as gazetted.

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

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

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

(c) 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.

3.6.3 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.

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

(a) 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.

(b) An agreement pursuant to 3.5.4(a) shall be recorded in writing and be available to every affected teacher.

3.7 Jury Duty

A teacher required to attend for jury service 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 for that period if he or she had not been on jury service. To be entitled to payment the employee, if required by the employer, must produce evidence of the amount of jury service pay the employee received or to which they are entitled.

3.8 Parental Leave

3.8.1 The entitlement to parental leave is set out in the NES.

3.8.2 The NES is supplemented by Company Paid Parental Leave as follows:

3.8.3 Paid parental leave for permanent, full or part time employees who have or will have the primary responsibility for the care of a child will be paid a maximum of nine (9) weeks at the average rate of pay in the preceding twelve months at the commencement of the period of paid parental leave.

3.8.4 Parents of adopted children are entitled to Company paid parental leave.
3.8.5 Company Paid parental leave for partners is paid to partners of birth mothers for a period of five (5) working days and, can be taken within the first three (3) months of the birth or placement of a child. This leave can be taken in conjunction with other leave entitlements including the balance of entitlement to unpaid parental leave (as per NES entitlement) or Annual Leave.

3.8.6 To be eligible for Company paid parental leave, employees must be engaged on a permanent full time or part time basis (including fixed-term staff) with at least 12 months continuous service with the Company. Provided that to be eligible for a second or subsequent payment the employee must return to service for a period of at least six months prior to commencing the second or subsequent period of paid leave.

3.8.7 Government Subsidised Paid Parental Leave

The entitlements in this clause are in addition to any entitlements due to an employee under the Paid Parental Leave Act 2010 (Cth). Employees are required to make applications directly to the relevant government office.

3.9 Community Service Leave

3.9.1 Employees are entitled to Community Service Leave in accordance with the NES. An employee who engages in an eligible community service activity is entitled to be absent from his or her employment for following reasons:

(a) time when the employee engages in the activity;
(b) reasonable travelling time associated with the activity;
(c) reasonable rest time immediately following the activity;

Provide that the employee’s absence is reasonable in all the circumstances. (unless the activity is jury service)

Eligible community service includes jury service and a voluntary emergency management activity.

3.9.2 Voluntary Emergency Management Activity

An employee is entitled to unpaid leave to engage in an activity dealing with an emergency or natural disaster as a member of an emergency management body such as a rural fire brigade or State Emergency Service.

PART 4 GENERAL PROVISIONS

4.1 Dispute Resolution Process

4.1.1 Subject to the provisions of the Fair Work Act, this clause sets out the procedures to settle disputes relating to:

(a) a matter arising under this agreement;
(b) the National Employment Standards;

4.1.2 Resolving a dispute at the workplace level

(a) 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.
(b) The employee/s may be represented at any stage of this process.

If a matter in dispute cannot be resolved at the workplace level, either party may refer the dispute to Fair Work Australia in an attempt to resolve the matter.

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

(a) Fair Work Australia will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and

(b) If Fair Work Australia is unable to resolve the dispute at the first stage, Fair Work Australia may then:

- arbitrate the dispute; and
- make a determination that is binding on the parties.

If Fair Work Australia arbitrates the dispute an appeal may be made against the decision.

4.1.4 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

(a) Business includes trade, process, business or occupation and includes part of any such business.

(b) 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.

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

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

- overtime;
- penalty rates;
- disability allowances;
- shift allowances;
- special rates;
- fares and travelling time allowances;
- bonuses; and
- 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

(a) 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:

<table>
<thead>
<tr>
<th>Period of continuous service</th>
<th>Severance pay</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 1 year</td>
<td>Nil</td>
</tr>
<tr>
<td>1 year and less than 2 years</td>
<td>4 weeks' pay*</td>
</tr>
<tr>
<td>2 years and less than 3 years</td>
<td>6 weeks' pay</td>
</tr>
</tbody>
</table>
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 | 16 weeks’ pay

*Week’s pay is defined in 4.3.1.

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

(a) 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.

(b) This provision does not apply in circumstances involving transmission of business as set in 4.3.7.

4.3.6 Job search entitlement

(a) 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.

(b) 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

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

(i) Where the employee accepts employment with the transmitee which recognises the period of continuous service which the employee had with the transmitter and any prior transmitter to be continuous service of the employee with the transmitee; or

(ii) Where the employee rejects an offer of employment with the transmitee:

- 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 transmitter; and
• which recognises the period of continuous service which the employee had with the transmitter and any prior transmitter 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;
• 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 Fair Work Australia 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 respect and value the diversity of the workforce 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.

4.4 Consultation Regarding Major Workplace Change

4.4.1 Employer to notify
Where an employer has made a decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer must notify the employees who may be affected by the proposed changes and their representative or representatives, if any.

Significant effects include termination of employment; major changes in the composition, operation or size of the employer's workforce or in the skills required; the elimination or reduction of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations; and the
restructuring of jobs. Provided that where this agreement makes provision for alteration of any of these matters an alteration is deemed not to have significant effect.

4.4.2 Employer to discuss change

The employer must discuss with the employees affected and their representatives, if any, the introduction of the changes referred to in clause 4.4.1, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees and must give prompt consideration to matters raised by the employees and/or their representatives in relation to the changes.

The discussions must commence as early as practicable after a decision has been made by the employer to make the changes referred to in clause 4.4.1.

For the purposes of such discussion, the employer must provide in writing to the employees concerned and their representatives, if any, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees provided that no employer is required to disclose confidential information the disclosure of which would be contrary to the employer’s interests.

4.5 Consultation about changes to rosters or hours of work

4.5.1 Employer to notify

Where the employer proposes to change an employee’s regular roster or ordinary hours of work, the employer must consult with the employee or employees affected and their representatives, if any, about the proposed change.

4.5.2 Employer to discuss change

The employer must:

(i) provide to the employee or employees affected and their representatives, if any, information about the proposed change (for example, information about the nature of the change to the employee’s regular roster or ordinary hours of work and when that change is proposed to commence);

(ii) invite the employee or employees affected and their representatives, if any, to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities); and

(iii) give consideration to any views about the impact of the proposed change that are given by the employee or employees concerned and/or their representatives.

4.5.3 The requirement to consult under this clause does not apply where an employee has irregular, sporadic or unpredictable working hours.

4.5.4 These provisions are to be read in conjunction with other award provisions concerning the scheduling of work and notice requirements.

4.6 Consultation

4.6.1 It is agreed between the parties that a Consultative Committee ("committee") will be established and this committee will determine its rules and procedures at its first meeting, save that sub-clauses 4.6.2 to 4.6.4 shall apply.
4.6.2 The committee will include representatives nominated by the employer, and three (3) staff representatives nominated by the employees. At least one of the staff representatives will be a member of the union.

4.6.3 The committee will oversee the implementation of this Agreement, and may also discuss issues for inclusion in the next Agreement as well as other issues that impact on teachers.

4.6.4 The committee will meet as required during each school term, with either of the parties having the right to request meetings if so desired.

4.7 Due Process

If the employer is not satisfied with the performance of an employee, due process may commence.

Due process will commence with the employer advising the employee in writing of:

(a) the employer's concerns with the employee's conduct or performance;
(b) the time, date and place of the first due process meeting;
(c) the employee's rights to be accompanied by a nominee of the employee's choice at all due process meetings;
(d) the employer's right to terminate the employment should due process not resolve the employer's concerns within a period specified at the first due process meeting.

Due process meetings will:

(a) include discussion of the employer's concerns with the employee's conduct or performance;
(b) give the employee an opportunity to respond to the employer's concerns;
(c) give the employee a clear indication of the employer's expectations;
(d) include discussion of any counselling or assistance, where appropriate, available to the employee;
(e) include documentation, where appropriate;
(f) set periods of review, as appropriate.

At the conclusion of due process the employer will provide the employee with written notice of the outcome of due process and if the employer's decision is to terminate the employment of an employee, the employer must give notice in accordance with this agreement.
SIGNATORIES:
For and on behalf of
Study Group Australia Pty Ltd

Position: HL BUSINESS PARTNER
Full Name: NOT SHOWN
Address: LEVEL 14, 201 EMPIRE STREET
SYDNEY, NSW, 2000

Signed for and on behalf of employees by
the Independent Education Union as bargaining
representative.

Position: Organiser IEU VicTas.
Full Name: CHRIS CLARKE
Address: 120 Clarendon St.
SOUTH MELBOURNE.
VIC 3205.
APPENDIX A

EMBASSY ENGLISH (MELBOURNE TEACHERS) ENTERPRISE AGREEMENT 2014

Annual Salary - Full Time Teacher:

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The above annual salaries, which include the annual increases, apply from the first full pay period to commence on or after the dates specified.
- Column A – 1 October 2015
- Column B – 1 October 2016
- Column C – 1 October 2017

Hourly Rate – Casual Teacher:

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

- Column A - 1 October 2015
- Column B - 1 October 2016
- Column D - 1 October 2017

**SCHEDULE A**

Graduate Diploma in TESOL course -

Graduate Diploma in TESOL (Adult Strand)

The above are of the relevant academic and educational standard and are postgraduate qualifications in TESOL of one year full-time or equivalent which include components of supervised teaching practice and class observation.

**SCHEDULE B**

Diploma in TEFL or TESL course -

RSA Diploma in TEFLA
ACL Diploma in Adult TESOL
RSA Diploma in TESL (FACE scheme)

**SCHEDULE C**

Certificate in a TESL, TEFL or TESOL course -

ACL Certificate in Adult TESOL
RSA Certificate in TEFLA
Australian Certificate in TEFLA
Postgraduate Certificate in TESOL
Teaching English to Adult Speakers of Other Languages (TEASOL)

The above qualifications are qualifications which:

- are of the relevant academic and educational standard;
- are designed for native or equivalent to native speakers of English who may not have previous adult TESOL experience; and
- include at least 60 hours of content related to language learning, analysis of language, teaching methodology and materials developments; and
- include for each candidate at least 8 hours of observation of live classes and at least 6 hours of supervised teaching practice on classes of adult foreign learners.
Schedule 2.2—Model flexibility term

(regulation 2.08)

Model flexibility term

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

(a) the agreement deals with 1 or more of the following matters:

   (i) arrangements about when work is performed;

   (ii) overtime rates;

   (iii) penalty rates;

   (iv) allowances;

   (v) leave loading; and

(b) the arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in paragraph (a); and

(c) the arrangement is genuinely agreed to by the employer and employee.

(2) The employer must ensure that the terms of the individual flexibility arrangement:

   (a) are about permitted matters under section 172 of the Fair Work Act 2009; and

   (b) are not unlawful terms under section 194 of the Fair Work Act 2009; and

   (c) result in the employee being better off overall than the employee would be if no arrangement was made.

(3) The employer must ensure that the individual flexibility arrangement:

   (a) is in writing; and

   (b) includes the name of the employer and employee; and

   (c) is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and

   (d) includes details of:
(i) the terms of the enterprise agreement that will be varied by the arrangement; and
(ii) how the arrangement will vary the effect of the terms; and
(iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
(e) states the day on which the arrangement commences.

(4) The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

(5) The employer or employee may terminate the individual flexibility arrangement:
(a) by giving no more than 28 days written notice to the other party to the arrangement; or
(b) if the employer and employee agree in writing—at any time.