

**CROWN EMPLOYEES NSW ADULT MIGRANT ENGLISH SERVICE
(TEACHERS AND RELATED EMPLOYEES) AWARD 2006**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Department of Education and Training.

(No. IRC 1048 of 2006)

Before The Honourable Justice Schmidt

9 March 2006

AWARD

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2. Statement of Intent

- 2.1 The purpose of this award is to provide salaries and conditions of employment for AMES teachers and related employees that will:
- 2.1.1 attract and retain highly skilled employees
 - 2.1.2 acknowledge the professional status and responsibilities of AMES teachers and related employees and their commitment to the achievement of excellence in the delivery of teaching and training programs and related services;
 - 2.1.3 support the active involvement and participation of AMES teachers and related employees in the professional growth of the organisation;
 - 2.1.4 take into account the changes that are taking place in respect of AMES service delivery;
 - 2.1.5 take into account the specific finding and contractual arrangements that may apply to AMES and the competitive environment in which it operates.
- 2.2 Except where specific provision is otherwise made in this award, the administration of attendance, leave and absences of AMES teachers and related employees shall be managed in accordance with the relevant provisions of the *Public Sector Employment and Management Act 2002* and NSW Government Personnel Handbook.

3. Dictionary

- 3.1 "AMES" means the New South Wales Adult Migrant English Service.
- 3.2 "Casual Teacher" means a person employed to teach a course or courses on an hourly basis. A "400 hour Casual Teacher" means a casual teacher who has completed the equivalent of 400 hours teaching service in any teaching year. A "Less than 400 hour Casual Teacher" means a casual teacher who has completed less than 400 hours teaching service in any teaching year.
- 3.3 "Co-ordinator Course Information and Admissions" means an officer or temporary employee appointed, employed or seconded as such.
- 3.4 "Co-ordinator of Studies" means an officer or temporary employee appointed, employed or seconded as such.
- 3.5 "Degree Course" means a university or college of advanced education degree course approved by the Director.
- 3.6 "Department" means the NSW Department of Education and Training.
- 3.7 "Director" means the Director, Community and Migrant Education.
- 3.8 "Director-General" means the Director-General of Education and Training.
- 3.9 "Educational Counsellor" means an officer or temporary employee appointed, employed or seconded as such.

- 3.10 "Education Officer" means an officer or a temporary employee appointed, employed or seconded as such.
- 3.11 "Equivalent" when referring to qualifications means qualifications and/or experience deemed by the Director to be equivalent to specified qualifications.
- 3.12 "Federation" means the New South Wales Teachers Federation.
- 3.13 "Five Year Trained" in relation to a teacher means a teacher whose teaching qualifications include a degree with honours of a recognised university which requires a minimum of four years full-time study, and has in addition, completed one year's teacher training at a university or college of advanced education approved by the Director or has completed such other course or courses and/or has vocational experience which the Director may, from time to time, deem to be equivalent.
- 3.14 "Four Year Trained" in relation to a teacher means a teacher whose teaching qualifications include a degree of a recognised university or college which requires a minimum of three years full-time study, and has in addition, completed one year's teacher training at a university or college of advanced education approved by the Director or has completed such other course or courses and/or has vocational experience which the Director may, from time to time, deem to be equivalent.
- 3.15 "Full-time Temporary Teacher" means a person employed and designated as such under Section 27 of the *Public Sector Employment and Management Act 2002*.
- 3.16 "Graduate" means a person who has obtained a degree of a recognised university or college or possesses qualifications deemed by the Director to be equivalent to such a degree.
- 3.17 "Officer" means a person employed in any capacity under Part 2, of the *Public Sector Employment and Management Act 2002*, and includes an officer on probation but does not include a temporary employee.
- 3.18 "Operations Manager" means an officer appointed as such.
- 3.19 "Permanent Teacher" means an officer appointed as such in the AMES pursuant to the provisions of the *Public Sector Employment and Management Act 2002*.
- 3.20 "Program" means a learning arrangement or composite of learning arrangements under the management of an operations manager.
- 3.21 "Region" means an area designated as such by the Director including one or more venues.
- 3.22 "Senior Education Officer" means an officer or a temporary employee appointed, employed or seconded as such.
- 3.23 "Teacher" means an officer, temporary employee or casual employee appointed or employed as such.
- 3.24 "Teachers and related employees" means all officers and temporary employees covered by this award and includes casual, permanent and full-time temporary teachers, education officers and senior education officers, co-ordinators of studies, co-ordinators of course information and admissions and operations managers.
- 3.25 "Teaching Centre" means a location designated as such by the Director that may include one or more teaching venues.
- 3.26 "Temporary Employee" means a person temporarily employed under Section 27 of the *Public Sector Employment and Management Act 2002*.
- 3.27 "Year of Service" means full-time employment for a period of 52 weeks or the equivalent. Future employees shall be deemed to have the incremental status indicated by the rate of pay at which they are employed.

4. Professional Responsibilities of Teachers

- 4.1 In order to foster and sustain a collaborative professional culture and in keeping with their professional status and their commitment to the achievement of excellence in the delivery of teaching and training programs and related services, teachers shall as part of their professional responsibilities:
- (i) maintain and exhibit the highest standards of conduct;
 - (ii) ensure that in the performance of their teaching and associated duties, AMES policies, standards and practices are observed;
 - (iii) work collaboratively with their colleagues in helping to ensure that essential organisational goals and objectives are met;
 - (iv) provide peer support and leadership to less experienced teachers or to teachers experiencing performance difficulties;
 - (v) participate in working groups and staff meetings as required, to develop and enhance professional knowledge and to improve practices and procedures;
 - (vi) contribute to the development of curricula, teaching materials and resources which support the achievement of excellence in the delivery of teaching and training programs and related services; and
 - (vii) participate in the ongoing moderation of the assessment of student achievements.

5. Duties as Directed

- 5.1 The Director or her/his nominee may direct any employee to carry out such duties as are within the limits of the person's skill, competence and training consistent with the classifications covered by this award and provided that such duties are not designed to promote deskilling.
- 5.2 The Director or her/his nominee may direct any employee to carry out such duties and use such tools, materials and equipment as may be required, provided that the officer has been properly trained in the use of such tools, materials and equipment.
- 5.3 Any directions issued by the Director pursuant to this clause shall be consistent with the Director's responsibility to provide a safe and healthy working environment.
- 5.4 The Director may from time to time deploy teachers to duties other than face-to-face teaching duties in accordance with guidelines designed to increase the efficiency of AMES. Deployments will be for a predetermined period not exceeding one year.
- 5.5 Teachers perform a broad range of duties that include the following activities:

Direct Teaching Activities	Duties Related to Teaching
Direct teaching activities include but are not limited to: - face to face teaching in any environment or setting, including but not limited to: classrooms, individual learning centres, educational computer rooms, workshops, industry, in the field; distance mode and online; assessment of new students; workplace training and assessment.	Duties related to teaching include but are not limited to: preparation; marking; assessment and recording of student learning outcomes; support and advice to clients; attendance administration; course development and review; training and professional development; development of learning materials; attendance at staff meetings and moderation sessions;

	recognition of prior learning; referral of new students; workplace consultancy and advisory services; work placement coordination and supervision.
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5.6 Education Officers, Senior Education Officers and Operations Managers perform a range of duties as stated in their Statement of Duties.

6. Teachers and Related Employees - Annual Review

6.1 To provide feedback on performance, the Director or nominee will ensure that the performance of all teachers and related employees, except casual teachers and operations managers, is appraised by annual review.

6.2 This annual review shall be supported by:

- (i) conferences between the teacher or related employee and the operations manager or nominee;
- (ii) review of documentation such as lesson planning, lesson material and student work, plans, evaluations and reports, as appropriate; and
- (iii) for teachers, observations of educational programs.

6.3 The annual review for teachers and related employees shall be reported by way of a NSW AMES Teachers and Related Employees Assessment Review Form.

6.4 Concerns about the performance and or conduct of teachers and related employees shall be managed in accordance with the *Public Sector Employment and Management Act 2002* as outlined in Part 2.7 of that Act and as detailed in Chapter 9 of the NSW Government Personnel Handbook.

7. Performance Management for Operations Managers

7.1 The performance of operations managers shall be reviewed annually under a performance management scheme.

7.2 The objectives of the performance management scheme for operations managers are to:

- (i) establish clear individual performance goals linked to, and consistent with, AMES goals and priorities and regional plans and objectives;
- (ii) identify each employee's current and medium term development needs and career goals and develop strategies to support these;
- (iii) assist with the achievement of AMES long term objectives and annual priorities;
- (iv) provide for each employee a valid basis for performance assessment against job-related criteria;
- (v) provide job-related guidance and performance feedback in a continuing way.

7.3 Appropriate training will support the implementation of the scheme.

7.4 Concerns about the performance and or conduct of operations managers shall be managed in accordance with the *Public Sector Employment and Management Act 2002* as outlined in Part 2.7 of that Act and as detailed in Chapter 9 of the NSW Government Personnel Handbook.

8. Salaries

- 8.1 The salaries and other rates that apply to teachers, education officers, senior education officers and operations managers shall be paid in accordance with this clause and Tables 1 and 2 of Part B of this award.

9. Salary Packaging

- 9.1 Officers may participate in the Department's salary packaging scheme.
- 9.2 Salary packaging does not apply to casual or temporary employees.

10. Salary Scale Progression Arrangements

- 10.1 Permanent teachers and full-time temporary teachers who meet the admission requirements as determined by the Director shall commence at a level not less than the first step on the common salary scale, provided that teachers who are four-year trained or five-year trained shall commence on the common salary scale at a level not less than:

Four-year trained	2nd salary level
Five-year trained	3rd salary level

- 10.2 Education officers who meet the admission requirements as determined by the Director shall commence at a level not less than the first step on the common salary scale, provided that graduate education officers - not teacher-trained and graduate education officers - teacher-trained, shall commence on the common salary scale at a level not less than:

Graduate - not teacher-trained	2nd salary level
Graduate - teacher-trained	3rd salary level

- 10.3 Employees shall be entitled to progress after each 12 months of service along the salary steps of the common salary scale, subject to the employee demonstrating continuing satisfactory performance in accordance with the Teacher Quality - Annual Review provisions set out in clause 5.
- 10.4 Any employee whose initial employment is approved on or after 1 January 1992, and who does not satisfy the teacher training requirements as determined by the Director, will not progress more than two salary steps along the common salary scale.

11. Allowances

- 11.1 An education officer who:
- 11.1.1 has completed 12 months service at the salary prescribed on the maximum of the common salary scale; and
 - 11.1.2 has demonstrated to the satisfaction of the Director by the work performed, its quality and the results achieved, that the aptitude and abilities of the employee warrant additional payment;
- shall be paid an allowance as set out in Item 1 of Table 2 - Other Rates of Part B, Monetary Rates, and after a further 12 months an additional allowance as set out in the said Item 1. This allowance shall count as salary and be paid for all purposes.
- 11.2 The operations manager may nominate a teacher to undertake responsibilities associated with the supervision and administration of smaller teaching venues and/or smaller evening or weekend teaching programs.
- 11.3 A teacher nominated by the operations manager who accepts and undertakes such responsibilities shall for the period that the responsibilities are undertaken be paid an allowance as set out in Item 2 of Table 2 - Other Rates, of Part B, Monetary Rates. This allowance shall not count as salary.

- 11.4 The Director may release the nominated teacher from face-to-face teaching duties as necessary to undertake these responsibilities.

12. Unpaid Absences

- 12.1 Unpaid absences in excess of five days per annum shall not be taken into account for the purposes of calculating length of service except in relation to leave approved pursuant to subclause 19.2.

13. Part-Time Work

- 13.1 Any permanent officer may apply to work part-time at any time, subject to the appropriate work being available for the position and it is convenient to AMES.
- 13.2 Arrangements of between 0.2 and 0.8 equivalent full-time may in general be worked in patterns mutually convenient to the AMES and the teacher.
- 13.3 Part-time teachers shall be required to undertake, on a pro-rata basis, the full range of duties undertaken by full-time teachers.
- 13.4 Salary and conditions for approved part-time work shall attract a pro-rata entitlement of that associated with full-time permanent or temporary employment.
- 13.5 "Pro-rata entitlement" shall be taken to mean a calculation in which the quantum of hours, leave, pay or other remuneration is determined by multiplying the quantum applicable to full-time teachers by the appropriate equivalent full-time (eg 0.2 to 0.8).
- 13.6 Service shall not be regarded as having been broken by permanent part-time work.

14. Hours

- 14.1 The daily span of working hours for teachers, education officers, senior education officers, co-ordinators of studies, co-ordinators of course information and admissions and operations managers is between 6.00 a.m. and 10.00 p.m. on Monday to Saturday inclusive. Teachers and related employees who are required as part of their program to work on a Saturday shall, if they so request, be entitled to have two consecutive days off in the following week.
- 14.2 Teachers, education officers and senior education officers may elect to work on a Sunday or on a Monday to Friday between the hours of 10.00pm and 7.30am but shall not be directed to do so.
- 14.3 A teacher may apply to the Director to exclude Saturday from their ordinary attendance pattern for a period not exceeding 12 months on compassionate grounds where there are exceptional and compelling circumstances. Written applications for such exclusion must contain full and substantiated grounds and supporting documents, where appropriate.
- 14.4 The standard hours of attendance for permanent and full-time temporary teachers shall be 30 hours per week inclusive of 20 face to face teaching hours per week, except where such face to face teaching hours are reduced with the approval of the Director for the purpose of undertaking alternative duties.
- 14.5 The standard hours of attendance for education officers, senior education officers and operations managers shall be 35 hours per week.
- 14.6 Standard hours of attendance excludes time taken for meal breaks.
- 14.7 Ordinary attendance patterns within the daily span of hours for teachers, education officers and senior education officers shall be arranged by the operations manager.
- 14.8 Teachers shall be invited to submit their attendance pattern preferences in June and December each year. In arranging ordinary attendance patterns within the daily span of hours operations managers shall, to the extent possible and practicable, accommodate such preferences. Where there are difficulties in

accommodating attendance pattern preferences there will be consultation with the teachers at the teaching location(s) concerned to enable them collectively or individually to make recommendations to resolve the difficulties. In the event that the difficulties are not resolved through consultation with teachers, the operations manager shall apply the principle of rotation and no teacher shall unreasonably refuse.

- 14.9 Teachers and related employees may be required to work on any five days from Monday to Saturday as part of their program. However, with the approval of the operations manager and subject to AMES requirements being met, a teacher's ordinary attendance pattern may be undertaken across four days and/or day/evening configuration.
- 14.10 The hours of attendance for non-teaching duties may be arranged by teachers in consultation with the operations manager provided that the requirements of AMES are met at all times.
- 14.11 Face-to-face teaching hours required to be worked by permanent and full-time temporary teachers as part of their teaching program during the following time bands shall be paid at time and one-quarter of their ordinary rate:

6.00 am and 7.30 am Monday to Friday;
5.30 pm and 10.00 pm Monday to Friday.

- 14.12 Work undertaken by permanent and full-time temporary teachers as part of their teaching program during the following time bands shall be paid at time and one-quarter of their ordinary rate:

6.00 am and 5.30 pm Saturday.

- 14.13 Work undertaken by permanent and full-time temporary teachers as part of their teaching program during the following time bands shall be paid at double time of their ordinary rate:

5.30 pm Saturday to 6.00 am Monday;

10.00 pm to 6.00 am weekdays;

Midnight Friday to 6.00 am Saturday.

15. Averaging of Hours

- 15.1 Notwithstanding the provisions of sub-clause 14.4 of clause 14 Hours, the 20 face to face teaching hours per week may be averaged on a semester or program basis, provided that the arrangement is known in advance and provided that for the duration of the averaging period the teacher shall continue to receive her/his normal fortnightly or weekly pay.
- 15.2 In scheduling such hours the operations manager shall to the extent possible and practicable, accommodate teacher's attendance preference patterns. Where there are difficulties in scheduling such hours, the operations manager shall consult with the teachers at the teaching location(s) concerned to enable them collectively or individually to make recommendations to resolve the difficulties. In the event that the difficulties are not resolved through consultation with teachers, the operations manager shall apply the principle of rotation and no teacher shall unreasonably refuse.
- 15.3 The operations manager shall ensure that the face to face teaching hours in any one week do not exceed 24 per week.
- 15.4 If a teacher leaves the AMES prior to completion of the relevant settlement period an appropriate credit or debit adjustment to the teacher's payment on termination shall be made.
- 15.5 The adjustment shall reflect the difference between the total of the hours actually worked (including any period of approved leave in the relevant period) and the total of the hours that would have been worked in the relevant period but for the averaging arrangement.

- 15.6 Where applicable, evening and weekend loadings in accordance with clauses 14.11, 14.12 and 14.13 shall apply to hours worked as part of an averaging arrangement.

16. Annual Leave and Weeks of Non-Attendance

- 16.1 Subject to the operation of subclause 22.4 of clause 22 AMES Year, and in lieu of the provisions under the *Annual Holidays Act 1944* the following classifications of employees shall not be required to attend their place of employment for the number of weeks as set out in the following schedule:

Classification	Annual Leave Weeks	Weeks of Non Attendance
Permanent Teacher	4	7
Full-time Temporary Teacher	4	7
Operations Manager	4	Nil
Senior Education Officer	4	Nil
Education Officer	4	Nil

- 16.2 Except where provision is otherwise made in this award, agreed non-attendance will be deemed to be in lieu of additional work.
- 16.3 Permanent teachers and full-time temporary teachers who are deployed for periods not exceeding 12 weeks to positions which would otherwise not be in receipt of equivalent leave and agreed non-attendance will retain their leave and agreed non-attendance as provided by clause 16.1 hereof.

17. Sick Leave

- 17.1 Permanent teachers, full-time temporary teachers, education officers, senior education officers and operations managers shall be entitled to 15 days sick leave per annum with the unused component of the annual entitlement being fully cumulative.
- 17.2 Additional sick leave in the first two years of service:
- 17.2.1 The provisions of this paragraph shall only apply to permanent and full-time temporary teachers.
- 17.2.2 The maximum grant of additional sick leave during the first 2 years of service is 15 days.
- 17.2.3 Additional sick leave provided by this clause is available at any stage during the teacher's first two years of service but will only be granted in circumstances where:
- (a) there is no current concern regarding the teacher's use of sick leave;
 - (b) all sick leave entitlements have been exhausted.

18. Family and Community Service Leave

- 18.1 The Director shall, in the case of emergencies or in personal or domestic circumstances, grant to an employee some or all of the available family and community service leave on full pay.
- 18.2 Such cases may include, but are not limited to, the following:
- 18.2.1 compassionate grounds, such as the death or illness of a close member of the family or a member of the staff member's household;
- 18.2.2 accommodation matters up to one day, such as attendance at court as defendant in an eviction action, arranging accommodation, or when required to remove furniture and effects;
- 18.2.3 emergency or weather conditions such as when flood, fire or snow, etc. threaten and/or prevent an employee from reporting for duty;

- 18.2.4 other personal circumstances, such as citizenship ceremonies, parent/teacher interviews or attending a child's school for other reasons.
- 18.3 Attendance at court by an employee to answer a charge for a criminal offence, if the Director considers the granting of family and community service leave to be appropriate in a particular case.
- 18.4 Employees who are selected to represent Australia or the State as competitors in major amateur sport (other than Olympic or Commonwealth Games).
- 18.5 Employees who hold office in Local Government other than as a Mayor of a Municipal Council, President of a Shire Council or Chairperson of a County Council, to attend meetings, conferences or other duties associated with that office where those duties necessitate absences during normal working hours.
- 18.6 The maximum amount of family and community service leave on full pay which may, subject to this award, be granted to an employee shall be the greater of the leave provided in subparagraph 18.6.1 and 18.6.2:
- 18.6.1 two and a half working days in the employee's first year of service and, on completion of the employee's first year of service, five working days in any period of two years;
- 18.6.2 after the completion of two years' continuous service, the available family and community service leave is determined by allowing one day's leave for each completed year of service, less the total amount of short leave or family and community service leave previously granted to the employee.
- 18.7 If the available family and community service leave is exhausted as a result of natural disasters, the Director shall consider applications for additional family and community service leave, if some other emergency arises.
- 18.8 In cases of illness of a family member for whose care and support the employee is responsible, paid sick leave in accordance with sub clause 19.1 of clause 19 Personal/Carer's Leave, shall be granted when paid family and community service leave has been exhausted.
- 18.9 On the death of a person defined in subparagraph 19.1.3 (b) of clause 19 Personal/Carer's Leave, additional paid family and community service leave of up to two days may be granted on a discrete, per occasion basis to an employee.
- 18.9.1 The employee must notify the Director as soon as practicable of the intention to take bereavement leave and will, if required by the Director, provide to the satisfaction of the Director proof of death.
- 18.9.2 An employee shall not be entitled to bereavement leave under this clause during any period in respect of which the employee has been granted other leave.
- 18.9.3 Bereavement leave may be taken in conjunction with other leave available under paragraphs 19.2, 19.3, 19.4 and 19.5. In determining such a request, the Director will give consideration to the circumstances of the employee and the reasonable operational requirements of the AMES.

19. Personal/Carer's Leave

- 19.1 Use of Sick Leave for the purpose of providing care and support to a member of a class of person set out in sub paragraph 19.1.3 (b), who is ill.
- 19.1.1 An employee, other than a casual employee, with responsibilities in relation to a class of person set out in sub paragraph 19.1.3 (b) below, who needs the employee's care and support shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement provided for in clause 17 Sick Leave, for absences to provide care and support for such persons when they are ill. Such leave may be taken for part of a single day.

19.1.2 The employee shall, if required, establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person.

19.1.3 The entitlement to use sick leave in accordance with this paragraph is subject to:

- (a) the employee being responsible for the care of the person concerned; and
- (b) the person concerned being:
 - (1) a spouse of the employee; or
 - (2) a de facto spouse who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
 - (3) a child or an adult child (including an adopted child, a stepchild, a foster child or an ex-nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
 - (4) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide basis; or
 - (5) a relative of the employee who is a member of the same household where, for the purposes of this section:
 - (i) "relative" means a person related by blood, marriage, affinity or Aboriginal kinship structures;
 - (ii) "affinity" means a relationship that one spouse, because of marriage, has to blood relatives of the other; and
 - (iii) "household" means a family group living in the same domestic dwelling.

An employee, shall wherever practicable, give the Director notice, prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give notice of absence, the employee shall notify the Director by telephone of such absence at the first opportunity on the day of absence.

19.2 Use of unpaid Leave for Family Purpose - An employee may elect, with the consent of the Director, to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in sub paragraph 19.1.3 (b) above, who is ill.

19.3 Use of Annual Leave for the purpose of providing care and support to a member of a class of person set out in sub paragraph 19.1.3 (b) above, who is ill.

19.3.1 An employee may elect, with the consent of the Director, subject to the *Annual Holidays Act* 1944, to take annual leave not exceeding ten days in single day periods or part thereof, in any calendar year at a time or times agreed by the parties.

19.3.2 Access to annual leave, as prescribed in subparagraph 19.3.1 above, shall be exclusive of any shutdown period provided for elsewhere under this award.

- 19.3.3 An employee may elect with the Director's agreement to take annual leave at any time within a period of 24 months from the date at which it falls due.
- 19.4 Use of Time Off in Lieu of Payment for Overtime for the purpose of providing care and support to a member of a class of person set out in sub paragraph 19.1.3 (b) above, who is ill.
- 19.4.1 An employee may elect, with the consent of the Director, to take time off in lieu of payment for overtime at a time or times agreed with the Director within twelve (12) months of the said election.
- 19.4.2 Overtime taken as time off during ordinary time hours shall be taken at ordinary time rate, that is an hour for each hour worked.
- 19.4.3 If, having elected to take time as leave in accordance with subparagraph 19.4.1 above, the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the twelve month period or on termination.
- 19.4.4 Where no election is made in accordance with subparagraph 19.4.1 above, the employee shall be paid overtime rates in accordance with the award.
- 19.5 Make-up Time - An employee may elect, with the consent of the Director, to work 'make-up time' under which the employee takes time off ordinary hours for the purpose of providing care and support to a member of a class of person set out in sub paragraph 19.1.3 (b) above, who is ill, and works those hours at a later time, during the spread of ordinary hours provided in the award, at the ordinary rate of pay.

20. Adoption, Maternity and Parental Leave

- 20.1 Adoption, maternity and parental leave conditions of employees under this Award shall be regulated in accordance with the provisions contained within the *Public Sector Employment and Management Act 2002* and Regulation and will be in addition to those set out in the *Industrial Relations Act 1996* (NSW) and Regulation.
- 20.2 On and from 1 January 2006 AMES teachers and related employees shall be entitled to adoption, maternity and parental leave in accordance with the relevant provisions of the Crown Employees (Public Service Conditions of Employment) Award 2002 (357 I.G. 1108) as varied, or its successor.
- 20.3 Right to Request
- 20.3.1 An employee entitled to adoption, maternity and parental leave may request the Director to allow the employee:
- (i) to extend the period of simultaneous unpaid parental leave use up to a maximum of eight weeks;
 - (ii) to extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;
 - (iii) to return from a period of parental leave on a part-time basis until the child reaches school age;
- to assist the employee in reconciling work and parental responsibilities.
- 20.3.2 The Director shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the Director's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

20.3.3 The employee's request and the Director's decision made under 20.3.1 (ii) and 20.3.1 (iii) must be recorded in writing.

20.3.4 Where an employee wishes to make a request under 20.3.1(iii), such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the employee is due to return to work from parental leave.

20.4 Communication During Adoption, Maternity and Parental Leave

20.4.1 Where an employee is on parental leave and a definite decision has been made to introduce a significant change at the workplace, the Director shall take reasonable steps to:

- (i) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave; and
- (ii) provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave.

20.4.2 The employee shall take reasonable steps to inform the Director about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis.

20.4.3 The employee shall also notify the Director of changes of address or other contact details which might affect the Director's capacity to comply with 20.4.1.

21. Conditions of Employment - Casual Teachers

21.1 Annual Leave

No casual teacher shall receive annual leave, as a component for leave is included in the hourly rates.

21.2 Leave Loading

21.2.1 A 400 hour teacher shall be entitled to an annual leave loading calculated according to the following formula:

$$17.5\% \quad \times \quad \text{Hourly Rate} \quad \times \quad 80 \times \frac{\text{Teaching hours}}{\text{years of service}}$$

21.2.2 A less than 400 hour teacher shall be entitled to an annual leave loading calculated according to the above formula, provided that 'teaching hours' shall be the hours completed since the most recent start, notwithstanding course breaks.

21.2.3 Full-time temporary service shall not be taken into account in determining entitlement to annual leave loading.

21.3 Sick Leave

21.3.1 Pre 400 Hours

A casual teacher who has:

- (a) completed less than 400 hours of paid duty in any teaching year; and

- (b) worked four successive weeks in the current period,

Is eligible to take as paid sick leave 1/10 of the continuous hours worked in the current engagement.

The maximum amount of paid leave in each teaching year is 80 hours. Unused hours are not credited to the next year.

If service is not continuous, excluding course breaks, each period of service becomes a separate accrual period for the purposes of sick leave.

21.3.2 Post 400 Hours

A casual teacher who has completed 400 hours of paid duty in any teaching year is eligible to take as paid sick leave:

- (a) 66 hours on full pay; and
- (b) six hours for every 36 hours of duty completed in excess of 400; and
- (c) any sick leave already taken as a pre 400 hour teacher,

to a maximum of 132 hours in any teaching year.

At the commencement of each year, a 400 hour casual teacher shall be credited with the unused sick leave accrued in the previous year.

21.3.3 General

There is no paid sick leave in advance of accrual.

21.4 Family and Community Services Leave

21.4.1 There is no entitlement to family and community services leave prior to completing 400 hours of paid duty in any teaching year. On completing 400 hours of paid duty in any teaching year, a casual teacher is eligible to apply for family and community services leave for extraordinary and pressing absences on rostered working days.

21.4.2 Within a teaching year, entitlement will accrue as follows:

400 - 531 hours of duty	6 hours leave
532 - 799 hours of duty	8 hours leave
800 + hours of duty	12 hours of leave

21.4.3 Unused credit shall not carry over from one year to another. Service shall not carry over from one year to the next, for the purposes of determining entitlement.

21.5 Special Leave

21.5.1 There is no entitlement to special leave prior to completing 400 hours of paid duty in any teaching year. On completing 400 hours of paid duty in a teaching year, a casual teacher is eligible to apply for special leave for absences of the nature of those listed below and which occur on rostered working days:

- (a) interpreting in court;
- (b) examination in a course of study;
- (c) graduation;

- (d) State emergencies;
- (e) jury service;
- (f) blood donation (if not possible in own time); and
- (g) any other reason which in the opinion of the Director warrants the grant of special leave.

21.5.2 Service shall not carry over from one year to the next, for the purposes of determining entitlement.

21.6 Parental Leave

21.6.1 Employees will be entitled to unpaid parental leave under Chapter 2, Part 4, Division 1, Section 54 Entitlement to Unpaid Parental leave, *Industrial Relations Act 1996*, if they meet the definition of a regular casual employee (see section 53 (2) of the *Industrial Relations Act 1996*). The following provisions shall also apply in addition to those set out in the *Industrial Relations Act 1996* (NSW).

21.6.2 The Director must not fail to re-engage a regular casual employee (see section 53(2) of the Act) because:

- (a) the employee or employee's spouse is pregnant; or
- (b) the employee is or has been immediately absent on parental leave.

The rights of the Director in relation to engagement and re-engagement of casual employees are not affected, other than in accordance with this clause.

21.7 Leave Without Pay - Casual teachers are not granted leave without pay.

21.8 Study Leave - Casual teachers are not granted leave for study.

21.9 Personal Carers Leave

21.9.1 Casual teachers are entitled to not be available to attend work, or to leave work if they need to care for a family member described in clause 19.1.3 (b) of the award who is sick and requires care and support, or who requires care due to an unexpected emergency, or the birth of a child. This entitlement is subject to the evidentiary requirements set out in 21.9.4(a), and the notice requirements set out in 21.9.4(b).

21.9.2 The Director and the casual teacher shall agree on the period for which the casual teacher will be entitled to not be available to attend work. In the absence of agreement, the casual teacher is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual teacher is not entitled to any payment for the period of non-attendance.

21.9.3 The Director must not fail to re-engage a casual teacher because the casual teacher accessed the entitlements provided for in this clause. The rights of the Director to engage or not to engage a casual teacher are otherwise not affected.

21.9.4 The casual teacher shall, if required,

- (a) establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person, or
- (b) establish by production of documentation acceptable to the Director or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the casual teacher.

In normal circumstances, a casual teacher must not take carer's leave under this subclause where another person had taken leave to care for the same person.

21.9.5 The casual teacher must, as soon as reasonably practicable and during the ordinary hours of the first day or shift of such absence, inform the Director of their inability to attend for duty. If it is not reasonably practicable to inform the Director during the ordinary hours of the first day or shift of such absence, the casual teacher will inform the Director within 24 hours of the absence.

21.10 Bereavement entitlements for casual teachers

21.10.1 Casual teachers are entitled to not be available to attend work, or to leave work upon the death in Australia of a family member described in clause 19.1.3 (b) of the award on production of satisfactory evidence (if required by the Director).

21.10.2 The Director and the casual teacher shall agree on the period for which the casual teacher will be entitled to not be available to attend work. In the absence of agreement, the casual teacher is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual teacher is not entitled to any payment for the period of non-attendance.

21.10.3 The Director must not fail to re-engage a casual teacher because the casual teacher accessed the entitlements provided for in this clause. The rights of the Director to engage or not engage a casual teacher are otherwise not affected.

21.10.4 The casual teacher must, as soon as reasonably practicable and during the ordinary hours of the first day or shift of such absence, inform the Director of their inability to attend for duty. If it is not reasonably practicable to inform the Director during the ordinary hours of the first day or shift of such absence, the casual teacher will inform the Director within 24 hours of the absence.

21.11 Non-engagement on Attendance - Where a casual teacher reports for duty in a particular engagement on any day on the basis of a request by an authorised officer and is then advised that her/his services are not required, then the casual teacher shall be entitled to payment for that engagement at the appropriate rate.

21.12 Payment

21.12.1 A casual teacher shall attend and be paid only for face-to-face teaching in one or more engagements.

21.12.2 Casual teachers who perform duty after 5.30 pm or on a weekend shall be paid at the hourly rate of pay appropriate to their classification and year of service.

21.13 Incremental Progression - subject to the provisions of subclause 21.3 of this clause, a casual teacher on completing a year of service, irrespective of breaks in that service, shall be entitled to progress to the next incremental step on the common salary scale.

22. Professional Development

22.1 AMES and the Federation confirm a commitment to training and development for all teachers and related employees. Teachers and related employees recognise the importance of maintaining and updating their skills. AMES recognises its obligations to provide teachers and related employees with opportunities to maintain and update their skills.

22.2 It is the aim of AMES and the Federation that the teachers and related employees of AMES shall be provided with opportunities for training and development so that they will continue to form a highly skilled, competent and committed workforce, experiencing job satisfaction and providing the highest quality service.

- 22.3 In order to develop their skills and to meet the aims and objectives of AMES, teachers and related employees may be provided with the opportunity to move between tasks and functions consistent with their classifications and positions. Such opportunities shall be identified in consultation with teachers and related employees having regard to the professional and career development needs of individuals, target groups, efficient organisation of work and personal considerations.
- 22.4 AMES will facilitate the professional development, skills enhancement and career development opportunities of employees and improve effectiveness through a range of activities.

23. Ames Year

- 23.1 The AMES Year means a period of 50 weeks, excluding the two-week period surrounding Christmas/New Year, during which educational programs may be conducted.
- 23.2 Within the 50 weeks of operation, courses will be scheduled to maximise use of existing accommodation and facilitate access for students.
- 23.3 In each preceding year, operations managers will provide program managers with a plan of courses appropriate to the region for the next academic year.
- 23.4 Teachers may elect to accrue three weeks of annual leave, provided that the operations manager can accommodate their preference for leave within the pattern of courses planned for the region/program. In the preceding year, teachers will provide advice on their leave intentions for the following academic year.
- 23.5 Teachers who elect to accrue leave within the leave year may do so for a maximum of four years.
- 23.6 Teachers may not vary their election of leave within the leave year except in exceptional circumstances and at the discretion of the Director.
- 23.7 Teachers who have not elected to accrue three weeks leave must exhaust all leave within the current leave year except in exceptional circumstances and at the discretion of the Director.
- 23.8 Teachers who elect to accrue three weeks leave per annum may only take the accrued leave in course blocks or in configurations arranged on an agreed basis between the teacher and the operations manager, taking account of the need to minimise disruption to educational programs.
- 23.9 No teacher may be directed to teach beyond eleven consecutive weeks without taking a course break of at least one week.

24. Transfer Procedures

- 24.1 Requested Transfers
- 24.1.1 This procedure provides for transfer of a permanent teacher at the request of the teacher.
- 24.1.2 A permanent teacher may apply at any time in writing to transfer from one teaching centre to another.
- 24.1.3 A register of transfer applications will be maintained for each teaching centre. The register will be published annually and a copy forwarded to each teaching centre.
- 24.1.4 Transfer applications will be ranked according to date of receipt. Where two or more requests are received on the same date priority in ranking will be determined on the basis of the closest recorded home address to the vacancy to be filled.
- 24.1.5 Transfers of eligible teachers will take place once each year on a nominated transfer date prior to the nominal first course date in each year.

24.1.6 To be eligible for transfer a teacher must at the date of transfer be on duty or on a form of approved leave.

24.1.7 A teacher who is offered a transfer for which that teacher has applied shall be removed from all transfer registers.

24.1.8 Requested Transfers will be published in the Staff Bulletin.

24.2 Operational Transfers

24.2.1 Operational transfers may be directed by the Director at any time in order to meet AMES operational requirements.

24.2.2 Except in cases where there are special fitness requirements, for example, a requirement for bilingual teaching, when it is necessary to effect an operational transfer the Director shall first offer the transfer in accordance with the transfer register. If the transfer is not accepted, or if there are no applications for transfer, the Director shall offer the transfer to all teachers in the teaching centre from which the transfer is to be made. If the transfer is not accepted, or if there are two or more applications for transfer, the Director shall nominate for transfer the teacher with the closest recorded home address to the vacancy to be filled.

24.2.3 In cases where there is a special fitness requirement the Director shall firstly offer the transfer to all teachers who meet the special fitness requirement. If the transfer is not accepted or if two or more applications to transfer are received, the Director shall nominate for transfer the teacher who meets the special fitness requirement with the closest recorded home address to the vacancy to be filled.

24.2.4 A teacher nominated for operational transfer shall be given a minimum of two weeks notice before they are required to transfer.

24.2.5 A teacher may apply to the Director to be excluded from operational transfer on compassionate grounds for up to twelve months where there are exceptional and compelling circumstances. Applications for exclusion from operational transfer must contain full and substantiated grounds and supporting documents, where appropriate.

24.2.6 Operational transfers shall be considered temporary until the nominated transfer date in each year, at which time the transfers shall be offered in accordance with the procedures set out in subclause 24.1. If a transfer that is offered in accordance with subclause 24.1 is not accepted, the operational transfer will be confirmed and will cease to be considered temporary.

25. Anti-Discrimination

25.1 It is the intention of the parties bound by this award to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.

25.2 It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the award which, by its terms or operation, has a direct or indirect discriminatory effect.

25.3 Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.

25.4 Nothing in this clause is to be taken to affect:

25.4.1 any conduct or act which is specifically exempted from anti-discrimination legislation;

25.4.2 offering or providing junior rates of pay to persons under 21 years of age;

25.4.3 any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;

254.4 a party to this award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.

26. Dispute Resolution Procedures

26.1 Subject to the provisions of the *Industrial Relations Act 1996*, the following procedures shall apply:

26.1.1 Should any dispute (including a question or difficulty) arise as to matters occurring in a particular workplace then the employee and/or the Federation's workplace representative shall raise the matter with the appropriate supervisor as soon as practicable.

26.1.2 The supervisor shall discuss the matter with the employee and/or the Federation's representative within two working days with a view to resolving the matter or by negotiating an agreed method and time frame for proceeding.

26.1.3 Should the above procedure be unsuccessful in producing resolution of the dispute, or in relation to matters where it is inappropriate, or should the matter be of a nature which involves multiple workplaces, then the employee and or the Federation may raise the matter with the Director or the Director's nominee with a view to resolving the dispute, or by negotiating an agreed method and time frame for proceeding.

26.1.4 Where the procedures in paragraph 26.1.3 do not lead to resolution of the dispute, the matter shall be referred to the General Manager of Industrial Relations and Employment Services of the Department and the General Secretary of the Federation. They or their nominees shall discuss the dispute with a view to resolving the matter or by negotiating an agreed method and time frame for proceeding.

26.2 Should the above procedures not lead to a resolution then either party may make application to the Industrial Relations Commission of New South Wales.

26.3 While the dispute resolution procedure is being followed, the status quo will remain. The status quo is the situation which prevailed before the cause of the dispute.

26.4 Where the subject of the dispute involves the Director or the Director's nominee, the matter may be referred to the General Manager of Industrial Relations and Employment Services/Director-General as appropriate.

27. Goods and Services Tax

27.1 The parties shall monitor the overall impact of the Commonwealth Government's goods and services tax through the term of the award. In the event that the Industrial Relations Commission makes a State decision (as defined by section 49 of the *Industrial Relations Act 1996*) having regard to the impact on wages of the goods and services tax, the Federation reserves the right to make application to the Industrial Relations Commission in relation to that decision.

28. Flexible Working Arrangements

28.1 Subject to the operating needs of AMES, where possible, employees should be assisted to deal with family responsibilities through flexible leave and working arrangements in accordance with current Government policy.

29. Deduction of Union Membership Fees

- 29.1 The union shall provide the employer with a schedule setting out union fortnightly membership fees payable by members of the union in accordance with the union's rules.
- 29.2 The union shall advise the employer of any change to the amount of fortnightly membership fees made under its rules. Any variation to the schedule of union fortnightly membership fees payable shall be provided to the employer at least one month in advance of the variation taking effect.
- 29.3 Subject to 29.1 and 29.2 above, the employer shall deduct union fortnightly membership fees from the pay of any employee who is a member of the union in accordance with the union's rules, provided that the employee has authorised the employer to make such deductions.
- 29.4 Monies so deducted from employees' pay shall be forwarded regularly to the union together with all necessary information to enable the union to reconcile and credit subscriptions to employees' union membership accounts.
- 29.5 Unless other arrangements are agreed to by the employer and the union, all union membership fees shall be deducted on a fortnightly basis.
- 29.6 Where an employee has already authorised the deduction of union membership fees from his or her pay prior to this clause taking effect, nothing in this clause shall be read as requiring the employee to make a fresh authorisation in order for such deductions to continue.

30. No Further Claims

- 30.1 Except as provided by the *Industrial Relations Act* 1996, there shall be no further salaries or conditions claims by the parties prior to 31 December 2008, in relation to matters expressly contained in this award.

31. Secure Employment Test Case - Ohs Obligations

- 31.1 For the purposes of this clause, the following definitions shall apply:
 - 31.1.1 A "labour hire business" is a businesses (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer
 - 31.1.2 A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another employer to provide a specified service or services or to produce a specific outcome or result for that other employer which might otherwise have been carried out by that other employer's own employees.
- 31.2 If the employer engages a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises, the employer shall do the following (either directly, or through the agency of the labour hire or contract business):
 - 31.2.1 consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;
 - 31.2.2 provide employees of the labour hire business and/or contract business with appropriate occupational health and safety induction training including the appropriate training required for such employees to perform their jobs safely.

31.2.3 provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and

31.2.4 ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.

31.3 Nothing in this clause is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the *Occupational Health and Safety Act 2000* or the *Workplace Injury Management and Workers Compensation Act 1998*.

31.4 Disputes Regarding the Application of this Clause

Where a dispute arises as to the application or implementation of this clause, the matter shall be dealt with pursuant to the disputes settlement procedure of this award.

31.5 This clause has no application in respect of organisations which are properly registered as Group Training Organisations under the *Apprenticeship and Traineeship Act 2001* (or equivalent interstate legislation) and are deemed by the relevant State Training Authority to comply with the national standards for Group Training Organisations established by the ANTA Ministerial Council.

32. Area, Incidence and Duration

31.1 This award shall apply to all teachers and related employees employed within the NSW Adult Migrant English Service.

31.2 This award rescinds and replaces the NSW Adult Migrant English Service Crown Employees (Teachers and Related Employees) Award 2004 published 27 January 2006 (356 I.G. 965) and all variations thereof.

31.3 This award takes effect from 1 January 2006, except for clause 31 which takes effect from 1 March 2006, and remains in force until 31 December 2008.

PART B

MONETARY RATES

Table 1 - Salaries

	From the first pay period to commence on or after 1.1.2006 \$	From the first pay period to commence on or after 1.1.2007 \$	From the first pay period to commence on or after 1.1.2008 \$
Salary Scale for Permanent Teachers, Full Time Temporary Teachers and Education Officers			
Increase	3%	3%	3%
1st Salary Level	44,932	46,280	47,668
2nd Salary Level	47,334	48,754	50,217
3rd Salary Level	49,734	51,226	52,763
4th Salary Level	52,134	53,698	55,309
5th Salary Level	54,878	56,524	58,220
6th Salary Level	57,281	58,999	60,769
7th Salary Level	59,679	61,469	63,313
8th Salary Level	62,081	63,943	65,861
9th Salary Level	64,998	66,948	68,956
	4.5%	4.5%	4%
10th Salary Level	69,076	72,184	75,071

Salary Scale for Senior Education Officers			
Increase	4%	4%	4%
Senior Education Officer Class II	93,438	97,176	101,063
Senior Education Officer Class I			
Year 1	79,635	82,820	86,133
Year 2	82,924	86,241	89,691
Year 3	86,215	89,664	93,251
Salary Scale for Operations Managers			
Increase	4%	4%	4%
Operations Manager	113,632	118,177	122,904
Casual Teachers			
Increase	3%	3%	3%
1st Salary Level	55.33	56.99	58.70
2nd Salary Level	58.29	60.04	61.84
3rd Salary Level	61.25	63.09	64.98
4th Salary Level	64.21	66.14	68.12
5th Salary Level	67.59	69.62	71.71

Table 2 - Other Rates

Item No.	Clause No.	Brief Description	4% From the first Pay period to Commence on or After 1.1.2006 \$	4% From the first pay period to commence on or after 1.1.2007 \$	4% From the first pay period to commence on or after 1.1.2008 \$
1	11	Education Officer after 12 months on the maximum of the common salary scale	3,012	3,132	3,257
		after a further 12 months on the maximum of the common salary scale	3,012	3,132	3,257
2	11.3	Teacher nominated to undertake additional responsibilities	5,332	5,545	5,767

M. SCHMIDT J.

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(240)

SERIAL C5237

**CROWN EMPLOYEES NSW ADULT MIGRANT ENGLISH SERVICE
(TEACHERS AND RELATED EMPLOYEES) AWARD 2006**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Department of Education and Training.

(No. IRC 3485 of 2006)

Before The Honourable Justice Schmidt

22 November 2006

VARIATION

1. Delete clause 9, Salary Packaging, of the award published 19 May 2006 (359 I.G. 169), and insert in lieu thereof the following:

9. Salary Packaging

For the purposes of this clause "salary" means the salary or rates of pay prescribed for the employee's classification by Part B, Table 1 of this award and any allowances paid to an employee which form part of the employee's salary for superannuation purposes.

- 9.1 An employee may, by agreement with the employer, enter into a salary packaging arrangement, including salary sacrifice to superannuation where they may convert up to 100% of their salary to other benefits.

Any pre-tax and post-tax payroll deductions must be taken into account prior to determining the amount of salary available to be packaged. Such payroll deductions may include but are not limited to, compulsory superannuation payments, HECS payments, child support payments, judgment debtor/garnishee orders, union fees, health fund premiums.

- 9.2 The terms and conditions of the salary packaging arrangement, including the duration as agreed between the employee and employer, will be provided in a separate written agreement, in accordance with the Department's salary packaging guidelines. Such agreement must be made prior to the period of service to which the earnings relate.

- 9.3 Salary packaging must be cost neutral for the employer. Employees must reimburse the employer in full for the amount of:

9.3.1 any fringe benefits tax liability arising from a salary packaging arrangement; and

9.3.2 any administrative fees.

- 9.4 Where the employee makes an election to salary package, the following payments made by the employer in relation to an employee shall be calculated by reference to the annual salary which the employee would have been entitled to receive but for the salary packaging arrangement:

9.4.1 Superannuation Guarantee Contributions;

9.4.2 any salary-related payment including but not limited to allowances and workers compensation payments; and

9.4.3 payments made in relation to accrued leave paid on termination of the employee's employment or on the death of the employee.

2. This variation is to take effect on and from 13 November 2006.

M. SCHMIDT J

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(240)

SERIAL C5397

**CROWN EMPLOYEES NSW ADULT MIGRANT ENGLISH SERVICE
(TEACHERS AND RELATED EMPLOYEES) AWARD 2006**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Correction to Serial C4561 published 19 May 2006

(359 I.G. 169)

CORRECTION

1. For the matter number "(No. IRC 1048 of 2006)", appearing in the award header, substitute the following:

(Nos. IRC 1048 and 1325 of 2006)

2. For the subclause reference "254.4" appearing in clause 25, Anti-Discrimination, substitute "25.4.4".
3. For the subclause references "31.1", "31.2", "31.3" appearing in clause 32, Area, Incidence and Duration, substitute "32.1", "32.2", "32.3", respectively.

G. M. GRIMSON *Industrial Registrar.*

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