

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA00/170

TITLE: Insearch Limited Asian and European Language Teachers Enterprise Agreement 2000

I.R.C. NO: 00/1940

DATE APPROVED/COMMENCEMENT: 8 June 2000

TERM: 18 months

**NEW AGREEMENT OR
VARIATION: New**

GAZETTAL REFERENCE: 4 August 2000

DATE TERMINATED:

NUMBER OF PAGES: 20

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to teachers employed by the Company in the Asian and European Department

PARTIES: Insearch Ltd -&- New South Wales Independent Education Union



INSEARCH LTD ASIAN AND EUROPEAN LANGUAGE TEACHERS ENTERPRISE AGREEMENT 2000

<u>Clause No</u>	<u>Subject Matter</u>
1.	Parties to the Agreement
2.	Application and Operation
3.	Other Conditions of Employment
4.	Definitions
5.	Classification
6.	Experience
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19.	Provision of Resources
20.	Annual Leave
21.	Long Service Leave
22.	Public Holidays
23.	Special Christmas Closedown Leave
24.	Sick Leave



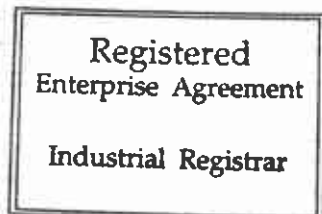
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| 25. | Personal Carers Leave |
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Appendix A



INSEARCH LTD ASIAN AND EUROPEAN LANGUAGE TEACHERS ENTERPRISE AGREEMENT 2000

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Appendix A



1. Parties to the Agreement

This enterprise agreement is made between Insearch (Ltd.) and the NSW Independent Education Union, a registered union of employees as shall be known as the Insearch Ltd. Asian and European Language Teachers Enterprise Agreement 2000.

2. Application and Operation

- 2.1 This enterprise agreement applies, according to its terms, to employees as defined herein employed by Insearch Ltd. in the Asian and European Language Department.
- 2.2 The enterprise agreement will operate from the date of approval by the Industrial Commission of New South Wales for a period of ~~2 years~~ 18 months

3. Other Conditions of Employment

Conditions of employment that are not included in this agreement will be regulated by their employment contracts and by Insearch company policy.

4. Definitions

- (a) "Permanent Teacher" means a teacher with continuing employment other than a teacher employed as a fixed term, semester or casual teacher.
- (b) "Casual Teacher" means a teacher employed in language areas which do not have significant hours of instruction or in a language area that has had an increase in enrolment that will not be maintained, or to replace teachers on leave.
- (c) "Semester Teacher" means a teacher employed usually during the university semester periods only. Semester teachers will be considered a continuous employee for the purposes of sick leave, annual leave and maternity leave only, provided that they do not have a break of over one semester between teaching semesters.
- (d) Fixed term contract means of contract of employment with Insearch (Ltd.) for a fixed term of up to three years. Teachers employed under fixed term contracts will have all the entitlements of permanent teachers but will not be entitled to redundancy at the end of their contract period.
- (e) "Senior Teacher" means a teacher appointed as a senior teacher who is responsible for the coordination of a language or language group.
- (f) "Employer" means Insearch Limited
- (g) "Union" means the Independent Education Union.
- (h) "Teaching Load" means the hours of face to face teaching or equivalent that a teacher is required to do.
- (i) "Part-time" means a teacher employed for a stated proportion of a full-time load.
- (j) "LOTE" means a language other than English



5. Classification

- 5.1 Teachers will on the initial appointment to Insearch Ltd be classified as a Level A, B or C teacher and be placed on the incremental scale according to the amount of experience the teacher shall have at the time of appointment as calculated under clause 6 and shall progress up the incremental scale after completing the equivalent of one year of service or 920 hours.
- 5.2 On appointment the teacher shall be advised of their classification and place on the incremental scale. If the teacher does not agree with the classification or the recognition of experience the teacher may ask Insearch to reconsider their decision. Further evidence of the teacher's qualifications or experience may be requested.
- 5.3 The disputes and grievance procedure may be used in any disputes arising out of this clause. For teachers having experience and qualifications not included in Clause 6 and clause 7 the program manager will determine the experience or qualifications level.

5.4 Classification

Teachers will be classified as a Level A, B, or C teacher

(i) **Level A**

A Level A teacher means a teacher who:

- has a degree (or 3 year diploma) with majors in language or cultural studies in the target language or equivalent *plus*
- relevant informal language teaching methodology training through, for example, workplace training, attendance at conferences, inservice courses etc.
- has limited experience teaching the LOTE as a foreign language in relevant institutions.

(ii) **Level B**

A Level B teacher means a teacher who :

- has a relevant undergraduate degree in Applied Linguistics, Languages Other Than English Teacher Education, Education, TESOL, language and/or cultural studies in the target language or equivalent
plus, if the degree does not include a relevant practicum or methodological component,
- has formal relevant specialist training in current language education related fields (Diploma/Graduate Diploma in Education, Diploma/Graduate Diploma in TESOL, Diploma/Graduate Diploma in Applied Linguistics, RSA Cambridge Certificate or equivalent including agreed Insearch AEL Professional Development Program Certificate) or recent experience as a LOTE teacher trainer in a relevant institution.
- can provide evidence of or demonstrate effective LOTE teaching skills in a relevant institution

This is the minimum requirement for appointment as a Senior Teacher

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(iii) **Level C**

A Level C teacher means a teacher who:

- has a relevant post-graduate degree such as M.A in Applied Linguistics, Languages Other Than English, Education, TESOL, or in language related fields or equivalent
- has formal relevant specialist training in current language education related fields (Diploma/Graduate Diploma in Education, Diploma/Graduate Diploma in TESOL, Diploma/Graduate Diploma in Applied Linguistics, RSA Cambridge Certificate or equivalent) or relevant experience as a LOTE teacher trainer
- can provide evidence of, or demonstrate, highly effective language teaching skills in teaching the language at a relevant institution
- has developed the theoretical knowledge and practical LOTE teaching skills necessary to provide demonstration lessons and contribute to the professional development of others.

6. Experience

- 6.1 For each 920 hours or equivalent of teaching the LOTE at Insearch Ltd. shall be counted as one year.
- 6.2 For each year or equivalent of teaching the LOTE in a similar university program (UNSW, MU, Syd.Uni. UWS, other institution) shall be counted as one year up to a limit of three years
- 6.3 For each year or equivalent teaching the specific LOTE in a program equivalent to the AEL part-time courses in a relevant institution (e.g. Institute of Languages, TAFE, and Continuous Education Sydney University, including Senior Secondary School) shall be counted as service up to a limit of two years.
- 6.4 For each year of teaching ESL, EFL, another LOTE other than the one the teacher is appointed to teach, or the specific LOTE as a first language (not as a foreign language) to background speakers in a relevant institution shall be counted as service up to a limit of one year.
- 6.5 During any period of employment at Insearch each two hours of experience at other relevant institutions as specified in clause 6.2, 6.3, and 6.4 shall be counted as one hour up to the limit as specified by clause 6.2, 6.3 and 6.4.
- 6.6 Relevant institutions refer to universities, colleges and other educational institutions where the programs and approaches reflect the teaching/learning approaches encouraged at Insearch Ltd. and which are generally recognized as reputable language teaching/learning institutions/departments.
- 6.7 For each year of teaching ESL, EFL or another LOTE other than the one the teacher is appointed to teach in the relevant institution shall be counted as service up to a limit of one year.
- 6.8 The amount of service of a part time or casual teacher shall be calculated by reference to the ratio which the number of hours taught by the teacher bears to the number of hours taught by a full time teacher (920 or equivalent).



7. Re-Classification

- 7.1 Upon a teacher achieving further experience or qualifications which entitle that teacher to an increase in salary such increase shall be calculated from the first pay period after the date the results of the course are announced or the relevant experience was obtained and has been presented to the Program Manager. On applying for re-classification, teachers are required to provide evidence of their teaching at other institutions such as group certificates, pay slips, statements of service or other evidence satisfactory to the employer.
- 7.2 A teacher who holds level A qualification can be reclassified as Level B teacher provided that they have completed the AEL Professional Development Program. The *Insearch AEL Professional Development Program* requires the successful completion of 8 learning modules comprising
- 6 x face-to-face methodology workshops with pre-reading
 - 1 module based on a journal recording own lessons, observations and reflections
 - 1 module based on the development of one unit of a specified language program based on specific criteria.
- 7.3 Insearch will offer at least twelve AEL Professional Development Program Modules (including repeat sessions) each year at times convenient to teachers.

8. Teaching Loads

- 8.1 A full time teaching load will not be more than 920 hours of face to face teaching per year or approximately 20 hours per week. However the hours of attendance of a full time teacher shall not exceed an average of 35 hours per week.
- 8.2 A face to face teaching load shall be calculated as follows:
- 8.3 Each 4 hours of face to face teaching of Asian and European Languages (AEL) shall be considered to be 1 day.
- 8.4 Each 3 hours of face to face teaching of courses for the Institute for International Studies (IIS) and other university of language programs (e.g. Business, Language & Culture in the Asian Pacific region, Faculty of Business) shall be considered to be 4 hours for the purposes of calculating teaching hours. Such courses are programmed for 6 hours per week for 13.5 weeks including one session for final examination supervision.
- 8.5 For IIS courses at levels 7 to 10, which are programmed for 4 hours per week for 13.5 weeks including one session for final examination supervision, 4 hours of face to face teaching shall be considered to be 5 hours for the purposes of calculating teaching hours.
- 8.6 In addition for each Institute for International Studies course the teacher shall be required to be available for student consultation for one hour per week, that is for each 13 week course the teacher will be available for 13 hours of consultation. Such 13 hours of consultation shall be counted as the equivalent of 8 hours of face to face.
- 8.7 Each 3.5 hours of face to face teaching for the Awards Program shall be considered to be 4 hours of face to face teaching for the purposes of calculating teaching loads.
- 8.8 Each 7 hours of administrative duties (not face to face teaching) shall be counted as 1 day for the purposes of calculating service.

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9. Remuneration

9.1 The following rates of pay shall apply from January 1, 2000.

9.2 Permanent, fixed term & Semester Teachers

Step	LEVEL A	Step	LEVEL B	Step	LEVEL C	Salary
1	Entry					35,377.35
2		1	Entry			37,416.04
3		2		1	Entry	38,774.34
4		3		2		40,135.11
5		4		3		41,494.64
		5		4		42,990.49
		6		5		44,756.53
				6		46,388.72
				7		47,835.45
				8*		48792.16

*Level C Step 8 is only available to permanent teachers employed at the time of making of this agreement in compensation of their loss of 5 days special leave which they were entitled to under their letters of appointment. For all other teachers employed at the time of the making of this award or in the future Level C Step 7 will be the top step.

9.2 Casual Teachers

Level	Hourly rate \$	Program
AEL A	35.00	AEL Part-time/intensive evening & Saturday morning classes or corporate or private tuition of standard AEL programs. Level A: limited experience and qualifications(as for Level A, p.2) Level B: all teachers above Level A
B	41.00	To move from Level A to Level B must complete 920 hours AEL part-time programs or 760 hours plus AEL Professional Development Program.

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UTS 1	57.00	For a language lesson delivered for a university accredited program (IIS, MBA) where, in addition to normal classroom teaching, preparation and marking, the teacher assumes significant responsibility for additional assessment, marking, supplementary exams etc. (Ref. Roles & responsibilities)
2	50.00	Repeat lesson within 7 days
3	71.25	For Levels 7 –10 worth 8 credit points but which are only allocated only 4 hours face-to-face tuition per week and require the same amount of marking and assessment and where the academic content requires considerable expertise
4	20.00	Casual teachers required to conduct supplementary exams or assessments after the finish of scheduled exams will be paid \$20 per hour.
5	20.00	Casual teachers required to mark supplementary exam scripts will be paid \$20 per paper.
Insearch Award Program	47.00	Teaching hour involves preparation, marking, assignment marking, and student consultation for a pre-university preparation program.
AEL admin.	20.00	Curriculum development extra marking & administration, supervision, or special extra student consultation, all as requested by the Program Manager and where there is no preparation required.

10. Payment of Salary

- 10.1 Teachers will be paid fortnightly. The fortnightly rate shall be determined by dividing the annual salary by 26.0893.
- 10.2 The salary of part-time teachers calculated as a pro-rata of a full time teacher's salary.
- 10.3 The salary of a semester teacher is calculated by determining a daily rate for permanent teachers by dividing the annual salary by 26.0893 to get a fortnightly rate and 10 to get a daily rate and then multiplying the number of days per semester a semester teachers works. (see appendix C for an explanation of how this subclause will operate)

11. Allocation of Teaching Loads

- 11.1 Teaching load will vary during the year depending on the number of courses on offer by Insearch at any time. Teaching hours and suitability are determined each semester by the HOD, or Program Manager depending on class availability, and teacher suitability for teaching on the program.
- 11.2 There will be periods of "peaks" that is when there are a larger number of teaching hours required and "troughs" where there are a low level of teaching hours required.
- 11.3 The allocation of teachers to classes is the responsibility of the Program Manager (for IIS programs or Head of Department (for AEL programs) in consultation with the Senior Teacher.
- 11.4 Teaching hours will be allocated in consultation with the teacher and every effort will be made to ensure that the peaks and troughs are avoided whenever possible

- 11.5 In order to spread the average hours as evenly as possible, teachers will be allocated Summer and/or Winter Intensive Programs, part-time AEL classes, IIC, etc. outside the IIS semester teaching time
- 11.6 Teachers will have a responsibility for managing their teaching load across the year and will keep a record of their hours.
- 11.7 Teachers will be allocated summer and winter intensive programs; and as much of the part-time AEL courses outside the IIS semester teaching time. Teachers will have a responsibility for managing their teaching load across the year. Annual leave should be taken during the non-teaching time (trough). See Appendix 1.
- 11.8 Where permanent teachers are replaced by another teacher during an AEL course due to IIS teaching semester commencing, students must be advised of this at the beginning of the course that this is to occur. (for example when the IIS semester commences in March during week 5 of the AEL program students should be advised at the beginning of the AEL course the course will be taught by two teachers.
- 11.9 *Class sizes: Maximum number of students and marking (IIS programs)*
Levels 1-2: 18 students
Level 3-4: 14 students
Level 5-10: 10 students

Teachers can claim for marking for students above the maximum class size at the rate of \$50 per student per semester for teachers on casual contracts or one additional face to face hour per student for teachers on fixed term, semester based or permanent contracts.

The class numbers will be confirmed in the week following the HECS census date (around week 4 of semester).

- 11.10 Non-teaching tasks
- are planned ahead when determining the yearly teaching schedule with the Head of Department or Program Manager and are preferably undertaken during non-peak teaching times
 - may replace teaching hours only when additional to the roles and responsibilities of a Teacher or Senior teacher.

Tasks might include, for example

- the development of an activity book/ flexible learning programs
- language proficiency testing (e.g. ASLPR for corporate)
- practicum supervision
- demonstration lessons and follow-up discussion with trainees
- marketing for Insearch Limited (e.g. attending a function or event on behalf of Insearch)
- facilitating a professional development session
- helping with ELICOS students & other Insearch general assistance (e.g. interpreting for Orientation)



12. Salary Adjustment for Teachers Who Have Not Completed the Required Number of Teaching Hours on Termination.

- 12.1 On termination of employment the teacher who has not completed the required average number of hours per week as set out in clause teaching loads shall have their termination salary adjusted and will be required to repay Insearch Ltd. any amount that they have been over paid during their period of employment.
- 12.2 Provided that on termination of employment the teacher has completed more than the required average number of hours per week and is therefore underpaid, Insearch Ltd. will be required to pay the teacher for the teaching hours that they have not been paid.

13. Semester Teachers Offers of Continuing Employment

- 13.1 Semester Teachers will be offered teaching hours depending on class availability and teacher suitability for teaching on the program and at that level. Teacher suitability is determined by the Program Manager in consultation with the Senior Teacher.
- 13.2 Once current semester based teachers have been offered at least one class, new teachers from the eligibility list may be appointed to a program.
- 13.3 A new teacher of similar expertise may replace a teacher who has indicated that they no longer wish to be offered employment by Insearch Ltd.
- 13.4 The general policy of Insearch Ltd. is to keep the teachers currently employed whenever classes are available provided they are able to demonstrate the level of expertise and effective teaching strategies required for the classes on offer.
- 13.5 Teachers can demonstrate their suitability for teaching a class through the appraisal system or the Student Feedback from the Centre for Learning and Teaching.

14. Performance Appraisal of Teachers

- 14.1 The Program Manager will in conjunction with the Senior Teachers develop a suitable performance appraisal system for teachers. The purpose of such a system is to ensure that teachers continue to improve their teaching skills. During the course of developing the performance appraisal system teachers will be consulted.

15. Senior Teacher and Head of Department Conditions and Allowance

- 15.1 Teachers appointed as Senior Teacher shall receive the following:

Senior Teacher Allowance: \$1907.69 per year or pro-rata for part-time or semester based teachers

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15.2 Senior teachers in university accredited programs will be relieved of face to face teaching duties for either 1(for regular size language groups) or 1.5(for large language groups) days per week depending on the number of programs and students for which he/she is responsible.

15.3 **Regular size language classes is defined as follows**
(For the year 2000 the regular size language groups shall be French, German, Italian)

A Senior Teacher is responsible for

- three to six course levels (e.g. 1. 3. 5) and
- less than 125 students per semester and is allocated 1 day per week for Senior Teacher responsibilities

15.4 **Large size language groups is defined as follows**

For the year 2000 the large size language groups are Spanish, Japanese, Chinese)

A Senior Teacher is responsible for

- over 6 levels and
- over 125 students per semester and is allocated 1.5 days per week for Senior Teacher responsibilities

The language groups who will be considered as large will be determined each year in consultation with the senior teacher and staff if required.

15.5 **Administration/coordination time for senior teachers or teachers in AEL part time programs shall be calculated as follows:**

In Languages which have over 10 classes in a year the senior teacher will be entitled to an additional hour each for each class above 10 to be included in the teachers face to face hours or if the teacher is casual to be paid at the casual rate of pay.

15.6 Other Conditions for allocation of administration/coordination time for AEL Part time Programs:

- (i) A 20-hour course of private/corporate tuition from one client counts as one class.
- (ii) A Senior Teacher may nominate to replace administration hours with teaching hours.
- (iii) The Head of Department is responsible for the co-ordination of all AEL programs and the decision to allocate further administration/co-ordination units or casual hours to additional languages is dependent on the availability of appropriate resources and the language expertise of the HOD.
- (iv) If the number of classes is exceeded then there will be discussion with the current Senior Teacher, the teacher and the Program Manager to determine the procedure.
- (v) In addition to the weighting based on the number of classes, a senior teacher is entitled to the following: 20 hours of administration time if 8 or more levels are offered on a regular basis and/or 20 hours of administration for specific expertise and time required for planning a special stream such as accelerated program or community language.

15.7 The administration/co-ordination time for senior teachers for special programs other than IIS and AEL will be as follows:

MBA elective – 5 days or 20 hours

Awards Program – 10 days or 40 hours

15.8 Essential criteria for the Appointment of Senior Teachers appointed after the date of the Registered certification of the agreement will be as follows:



- (i) The experience and training for teaching and supervising all levels (minimum classification: Level B)
- (ii) Efficient, well developed administration and technology skills in Word and Excel, email and Internet
- (iii) For teachers appointed on a full time basis, the availability to work a 35 hour week at Insearch including the equivalent of four days teaching (12 hours) and one day for senior teacher duties for the equivalent of 15.5 weeks full-time per semester. The appointee may not be engaged in any other full-time employment during the semester period without the permission of management.
- (iv) For teachers appointed on a part time basis, be available on site for a set day per week during the semester period at times to be determined in consultation with the Program Manager. Such times will be scheduled in the AEL Staff Schedule to advise staff, students and administration of the teacher's availability. In circumstances where a Senior Teacher appointed on a part-time basis is not able to be on-site due to other commitments they will be required to check email and voice mail regularly (internally or externally) and to liaise with administration on ways to effectively communicate with staff and students.

15.9 Special Conditions for currently employed staff as at January 1, 2000.
Any Casual Senior Teacher who has not met the criteria for Level B and is already appointed as a Senior Teacher can be classified as Level B if he/she gains the required qualifications within twelve months and meets other criteria for appointment as a Senior Teacher.

16. Roles & Responsibilities of Teachers and Senior Teachers

Asian & European Languages: Institute for International Studies Programs
Staff Roles & Responsibilities

16.1 A Teacher is responsible for:

- Face-to-face Teaching & Final Examination (13.5 weeks)
- Preparation for face-to-face teaching and assessment
- Lesson preparation assumes planning the objectives, content, stages and methodology of the lesson, and regular consultation with senior teacher and colleagues. The preparation of assessment tasks or, as the case may be, necessary adaptation of existing assessment tasks is the role of the teacher, in consultation with the Senior Teacher. For parallel classes, teachers share the responsibility of preparing assessment tasks.
- Marking of homework and assessment (continuous and final) reporting/discussing results with Senior Teacher and regular entering of results in Excel class lists.
- Supervision and marking of continuous and final assessment and to conduct and mark supplementary exams one week after final marks are due by the institute. (refer to 9.2 for casual teacher conditions)
- Normal preparation and resource development: Normal lesson preparation assumes the development of necessary supplementary resources such as worksheets etc. which will be placed in the course files or electronically so that they can be shared with colleagues.

These worksheets
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must be labeled with the appropriate copyright labels. If the resource is the teacher's original work, then the teacher must use the Insearch copyright label and write his/her name on the bottom of the page: (*Written by _____*) For details on copyright issues refer to the Insearch's Intranet under Copyright.

- Student consultation. The contract includes an allowance of 14 non-teaching hours (the equivalent of 2 days) per class. The consultation hour is noted on the unit outlines and all students are informed of the time and teacher availability.
- Meetings: The contract includes an allowance of one day per teacher per semester for attendance at the following compulsory meetings: IIS Curriculum Group Meeting(s) (scheduled by the IIS Coordinator) and one General Staff Meeting (scheduled by the AEL Program Manager). Teachers are also welcome to attend IIS Language Committee Meetings, but attendance is optional.
- Professional Development Workshops: Attendance is recommended for all AEL teachers.

16.2 A Senior Teacher's role comprises teacher responsibilities plus
(* in cooperation with the AEL Program Manager)

- syllabus/program development*
- unit outlines development and revision*
- assessment development and revision*
- arrangements for and conducting final supplementary exams (with supervision assistance from Insearch administration)
- supervision of the on-going input of assessment results and student data on Excel
- arranging timetable and staffing*
- student level assessment /placement interviews (using Microsoft Outlook schedule for the majority)
- updating/ maintenance of class lists for IIS (Excel) with support from administration
- UTS library orders
- Coop Bookshop orders
- teacher resource orders*
- liaising with IIS Country Coordinator or Academic Administrator regarding policy*
- attendance at Language Committee meetings and Senior Teacher Meetings
- liaison with Country Coordinator & teachers regarding curriculum group meeting*
- teacher support and on-going communication
- student support/liaison

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17. Resource Development

- 17.1 Development of new unit for Institute for International studies
- (i) Development of a new 8 credit point (course) for the Institute attracts a total of 5 days (35 hours of administration) of curriculum development time. The program manager will determine and allocate such time. For teachers completing time sheets as casual teachers, this amount is paid in AEL administration hours (7 hours/day) on the timesheet and marked for example, 'new program development: German 7'.
 - (ii) Casual teachers who undertake the development of these units will be paid \$20. Per hour (AEL Administration rate).
- 17.2 Casual teachers who are asked to prepare self-access or other teaching resources for AEL shall be paid for those hours at the AEL teaching rate. The resource is the property of Insearch Ltd.

18. Rescheduling Teaching Hours falling on Public Holidays

When necessary, to provide students with equal numbers of tuition hours, casual teachers may be required to teach those classes which land on public holidays at another time negotiated with students. Such an arrangement is made only through consultation with the Program Manager.

19. Provision of Resources

Adequate provision shall be made for all teachers to carry out their duties. This provision shall include access to office space (shared or unshared), an appropriate area for student consultation, photocopying facilities, a telephone (shared), and appropriate computer facilities and administrative assistance.

20. Annual Leave

- 20.1 Annual Leave as per Annual Holidays Act 1944.
- 20.2 Semester teachers will receive their pro rata annual leave entitlements at the conclusion of each semester.
- 20.3 Annual Leave Loading. Teachers who are entitled to annual leave under the Annual Holidays Act who are not semester teachers will receive 17.5% loading on four weeks salary. Such loading will be paid on the first pay period in December from the date of certification of the agreement provided that during 2000 teachers who receive their annual leave loading on the anniversary date will receive a pro rata holiday leave loading for that period between their anniversary date and the first pay period in December 2000.



21. Long Service Leave

See Long Service Leave Act 1955.

22. Public Holidays

With the exception of casual teachers, teachers will receive all public holidays ^{payment for} gazetted ^{proclaimed or observed} by the NSW Government on which they are normally required to work D

23. Special Christmas Closedown Leave

All permanent and fixed term teachers will be entitled to additional three days paid leave between Christmas and New Year each year. This special leave must be taken at this time. This leave is lieu of any other provision of Bank Holiday or Union Picnic day.

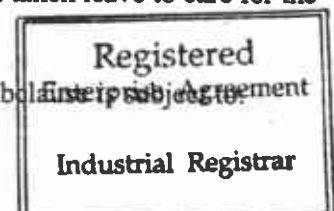
24. Sick Leave

- 24.1 Full time teachers other than casual teachers will be entitled to 10 days of sick leave in each year of service.
- 24.2 Unused sick leave in each year is fully cumulative.
- 24.3 A semester or part-time teacher shall be entitled to be paid sick leave in that proportion that their period of appointment (excluding any holidays) bears to the number of weeks or hours worked by a full time teacher at the college.
- 24.4 The sick leave of a semester based teacher will be considered to be continuous for the purposes of this clause unless, a semester teacher voluntarily chooses not to take up another semester contract after the completion of a semester contract or Insearch is unable to offer the semester teacher a further class for two consecutive semesters. If however Insearch is responsible for not having offered a class for one semester but offers a class for the following semester the service is then considered as continuous for the purposes of accrual of sick leave provided that any non-working period will not be counted as service for any other purposes.

25. Personal Carers Leave

25.1 Use of Sick Leave

- (a) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in subparagraph (ii) of paragraph (c), 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 24, 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.
- (b) The employee shall, if required, establish either by production of a medical certificate or statutory declaration, the illness of the person concerned or that the illness is such as to require care by another person. In normal circumstances, an employee must not take carer's leave under this subclause where another person has taken leave to care for the same person.
- (c) The entitlement to use sick leave in accordance with this subclause is subject to the Enterprise Agreement.



- (i) the employee being responsible for the care of the person concerned; and
- (ii) the person concerned being:
 - (a) a spouse of the employee; or
 - (b) 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 the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
 - (c) a child or an adult child (including an adopted child, a step child, 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
 - (d) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
 - (e) a relative of the employee who is a member of the same household, where for the purposes of this subparagraph:
 - 1. "relative" means a person related by blood, marriage or affinity;
 - 2. "Affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and
 - 3. "household" means a family group living in the same domestic dwelling.
- (d) An employee shall, wherever practicable, give the employer 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 prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity of the day of absence.

25.2 Unpaid Leave for Family Purpose

- (a) An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in subparagraph (ii) of paragraph (c) of subclause (1) who is ill.

25.3 Annual Leave

- (a) An employee may elect, with the consent of the employer, subject to the *Annual Holidays Act 1944*, to take annual leave not exceeding five days in single day periods or part thereof, in any calendar year at a time or times agreed by the parties.
- (b) Access to annual leave, as prescribed in paragraph (a) of this subclause, shall be exclusive of any shutdown period provided for elsewhere under this award.
- (c) An employee and employer may agree to defer payment of the annual leave loading in respect of single day absences, until at least five consecutive annual leave days are taken.

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25.4 Time Off in Lieu of Payment for Overtime

- (a) An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer within 12 months of the said election.
- (b) Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, that is an hour for each hour worked.
- (c) If, having elected to take time as leave in accordance with paragraph (a) of this subclause, the leave is not taken for whatever reason payment for time accrued at overtime rates shall be made at the expiry of the 12 month period or on termination.
- (d) Where no election is made in accordance with the said paragraph (a), the employee shall be paid overtime rates in accordance with the award.

25.5 Make-up Time

- (a) An employee may elect, with the consent of the employer, to work "make-up time", under which the employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the award, at the ordinary rate of pay
- (b) An employee on shift work may elect, with the consent of the employer, to work "make-up time" (under which the employee takes time off ordinary hours and works those hours at a later time), at the shift work rate, which would have been applicable to the hours taken off.

26. Bereavement Leave

- 26.1 An employee other than a casual employee shall be entitled to up to two days bereavement leave without deduction of pay on each occasion of the death of a person prescribed for the purposes of Clause 25 Personal/Carers Leave
- 26.2 The employee must notify the employer as soon as practicable of the intention to take bereavement leave and will, if required by the employer, provide to the satisfaction of the employer proof of death.
- 26.3 Bereavement leave shall be available to the employee in respect to the death of a person prescribed for the purposes of Personal/Carer's leave in 25.1, provided that for the purpose of bereavement leave, the employee need not have been responsible for the care of the person concerned.
- 26.4 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.
- 26.5 Bereavement leave may be taken in conjunction with other leave available under subclauses 25.2, 25.3, 25.4 and 25.5 of clause, 25 Personal Carer's Leave. In determining such a request the employer will give consideration to the circumstances of the employee and the reasonable operation requirements of the business.



27. Parental Leave

See Part 4 of Chapter 2. of the Industrial Relations Act 1996.

A teacher who takes unpaid ^{Parental}maternity leave under the provisions of the Industrial Relations Act 1996 shall be entitled to 4 weeks paid ^{Parental}maternity leave provided that the total amount of ^{Parental}maternity leave does not exceed 52 weeks *and the teacher concerned is the primary carer.*

28. Jury Duty

A teacher required to attend for jury service for any period up to a maximum of 20 working days, shall be reimbursed by the college an amount equal to the difference between the amount paid in respect of his or her attendance for such service, and the wage he or she would have received if he or she had not been on jury service.

29. Management of Change

The parties agree that should the current provision of courses by Asian & European Language Department change, they will meet and discuss such changes.

30. Terms of Engagement

30.1 The employment of a teacher shall not be terminated without at least four weeks notice on either side or the payment or the forfeiture of four weeks salary in lieu of notice provided that a casual teacher who has not had more than four weeks continuous service may be terminated with one weeks notice on either side or the forfeiture of one weeks salary in lieu of notice.

31. Disputes Procedures

- 31.1 Any grievance or dispute relating to this Agreement shall whenever possible be settled by discussion at the workplace level between the teacher or teachers (as the case may be) and the employer. The teacher may also request the Independent Education Union to discuss the dispute with the employer or the nominated representative of the employer.
- 31.2 Nothing in this clause shall remove the right of the teacher or the employer to refer a dispute to the NSW Industrial Relations Commission. However, the parties agree that whenever possible, such notification shall not occur until the procedures in paragraph (31.1) of this sub-clause have been exhausted.

32. Savings Clause

No teacher shall suffer a loss of salary as a result of the introduction of this agreement.

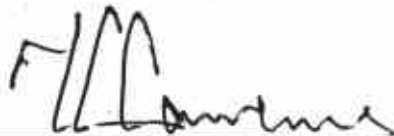
33. Duress

This agreement was not entered into by either party under duress from the other party or any other party or person.



34. Signatories

Signed for and on behalf of Insearch Ltd



Murray Laurence
Managing Director

Signed for and behalf of the Independent Education Union



Richard Shearman
General Secretary



Appendix A

An explanation of how the Insearch Ltd Pay Office will arrange for payment on the basis of:

1. Level and step (annual & daily* salary rate)
2. Period of payment (spread across a 16 week period) from Week 1

Calculating the weekly salary based on the number of days per week *(spread across a 16 week period)

1. Salary is calculated by dividing the annual salary by 26.0893 and then divided by 10.
2. *The number of days per week is based on the total number of days per semester divided by 16.
3. *The 16 week period covers the 13 teaching weeks, the non teaching week, exam week, and the following week. Annual leave is then paid out in the 17th week.

For example: For a teacher who has 54 days teaching (two classes or 12 x IIS hours/week for 13.5 weeks), 4 days for consultation and 1 day for meetings. TOTAL: 59 days/fortnight Classification: Level B Step 4.

1. *Annual salary full-time: \$41,494.64
Daily salary: $\$41,494.64 \div 26.0893 \div 10 = \159.04*
2. *59 days \div 16 weeks = 3.6875 days/week across the 16 weeks*
3. *Over the 16 weeks, this teacher receives \$586.46 per week (or \$1172.92)*

Contracts will usually be issued from the first week of term or if not issued at this time for the number of weeks remaining in the semester. Agreement has been reached between the parties on the implementation date of April 17th, 2000 for contracts for the first semester 2000.

