



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

AMES Australia
(AG2020/2849)

AMES AUSTRALIA TEACHERS' ENTERPRISE AGREEMENT 2020

Educational services

DEPUTY PRESIDENT MILLHOUSE

MELBOURNE, 23 NOVEMBER 2020

Application for approval of the AMES Australia Teachers' Enterprise Agreement 2020.

[1] An application has been made for approval of an enterprise agreement known as the *AMES Australia Teachers' Enterprise Agreement 2020* (Agreement). The application was made pursuant to s 185 of the *Fair Work Act 2009* (Cth) (Act). It has been made by AMES Australia (Employer). The Agreement is a single enterprise agreement.

[2] The Employer has provided written undertakings. A copy of the undertakings is attached in Annexure A. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement.

[3] Subject to the undertakings, I am satisfied that each of the requirements of ss 186, 187, 188 and 190 as are relevant to this application for approval have been met. The undertakings are taken to be a term of the Agreement.

[4] The Agreement lodged contained an administrative error at clause 5. The Employer filed an amended version of the Agreement correcting this error at the time the application was made. I am satisfied that the correction should be made and that it is appropriate to do so pursuant to s 586 of the Act.

[5] The Australian Education Union being a bargaining representative for the Agreement has given notice under s 183 of the Act that it wants the Agreement to cover it. In accordance with s 201(2), I note that the Agreement covers the organisation.

[6] The Agreement is approved and in accordance with s 54 of the Act will operate from 30 November 2020. The nominal expiry date of the Agreement is 8 September 2022.



DEPUTY PRESIDENT

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Annexure A



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UNDERTAKING

AMES Australia (AMES) gives the following undertakings under section 190 of the *Fair Work Act 2009* (Cth) in relation to the *AMES Australia Teachers' Enterprise Agreement 2020 (Agreement)*:

- 1. Dispute Resolution** - *In addition to applying where a dispute arises in relation to a matter covered by the Agreement, clause 45 (Dispute Settlement Process) of the Agreement will apply where a dispute arises in relation to the National Employment Standards, other than where s. 739(2) of the Fair Work Act 2009 (Cth) applies.*

Further, employees will be entitled to be represented at all stages of the dispute settlement process by a representative of their choice.
- 2. Part-time employees** – *In respect of part-time employees, AMES undertakes the following:*

Before engagement AMES and a part-time employee will agree in writing on the number of hours to be worked each week.

The effect of these undertakings will not cause financial detriment to any employee or result in substantial changes to the Agreement.

On behalf of AMES:

A handwritten signature in black ink, appearing to read 'C Scarth', written over a horizontal line.

Catherine Scarth
Chief Executive Office
AMES Australia Pty Ltd

Dated: 14 October 2020



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UNDERTAKING

AMES Australia (**AMES**) gives the following undertaking under section 190 of the *Fair Work Act 2009* (Cth) in relation to the *AMES Australia Teachers' Enterprise Agreement 2020* (**Agreement**):

1. Reconciliation for Non-Teaching Hours

1.1 On each Reconciliation Date, for all employees who have been paid the Non-Teaching Hourly rate of pay under Clause 3 of Schedule A of the Agreement in the calendar month immediately preceding that Reconciliation Date (or since the commencement of the Agreement if there has not yet been a Reconciliation Date), AMES must:

- 1.1.1 calculate the total amount of remuneration the employee would have received under the Award for each day they were paid the Non-Teaching Hourly rate of pay;
- 1.1.2 calculate the total amount the employee was actually paid each day they were paid the Non-Teaching Hourly rate of pay; and
- 1.1.3 where the amount in 1.1.2 is less or the same as the amount in 1.1.1, AMES must pay the employee the amount of the shortfall plus 1.25 % within 14 days.

1.2 In this clause:

- 1.2.1 **Agreement** means the *AMES Australia Teachers' Enterprise Agreement 2020*;
- 1.2.2 **Award** means the *Educational Services (Post-Secondary Education) Award 2020*; and
- 1.2.3 **Reconciliation Date** means the next working day following the last day of each calendar month.

The effect of this undertaking will not cause financial detriment to any employee or result in substantial changes to the Agreement.

On behalf of AMES Australia:

Catherine Scarth
Chief Executive Officer

16 November 2020



Note - this agreement is to be read together with an undertaking given by the employer. The undertaking is taken to be a term of the agreement. A copy of it can be found at the end of the agreement.

AMES AUSTRALIA

TEACHERS' ENTERPRISE AGREEMENT

2020

1. Title

This Agreement shall be known as the AMES Australia Teachers' Enterprise Agreement 2020.

2. Purpose of the Agreement

AMES Australia and teaching staff agree to establish a set of wages, conditions and work practices that will enhance the ability of AMES Australia to meet its strategic goals and objectives, whilst recognising and rewarding the contributions of teaching staff.

A commercially competitive entity

AMES Australia is an Adult Education Institution operating as a not for profit organisation that uses sound business management to invest in its client community, its teaching staff, and its future.

The Agreement recognises that working arrangements in AMES Australia need to be substantially different from a school based and TAFE model, which has been traditionally applied to AMES Australia under the Teachers (Victorian Government Schools) Interim Award 1994. It also reflects the need to introduce greater flexibility into the operations of AMES Australia to meet the increased pressure for competitiveness arising from the:

- Deregulated training market
- Open tendering for all AMES Australia teaching programs
- Short-term nature of many contracts with funding bodies
- Changing role of government as a purchaser of services
- Variable immigration numbers, which affect the Adult Migrant English Program (AMEP)
- Diversification into highly competitive fee for service training and related areas
- Need for AMES Australia and teaching staff to share responsibility for regular and recurring professional development

3. Arrangement

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PART 1 – APPLICATION AND OPERATION OF AGREEMENT

4. Coverage

- 4.1 This Agreement covers and applies to:
 - 4.1.1 AMES Australia; and
 - 4.1.2 Teachers; and covers
 - 4.1.3 the Australian Education Union (AEU), provided the AEU gives notice in accordance with section 183(1) of the Fair work (FW) Act 2009 and the Commission notes in the notice of approval that the Agreement covers the AEU.

5. Date and Period of Operation

This Agreement will come into effect 7 days after the date this Agreement has been approved by the Commission and will remain in force until its nominal expiry date on 8 September 2022.

The parties will commence negotiations for a replacement agreement no later than 8 months prior to the nominal expiry date of this Agreement.

6. Relationship to Other Agreements

- 6.1 This Agreement wholly replaces the AMES Australia (AMES) Teachers' Enterprise Agreement 2015 and any other industrial instrument between the parties. This Agreement replaces all other agreements and existing MOUs between AMES and the AEU.
- 6.2 In the event that there is a conflict between the Agreement and any AMES Australia policy or procedure, this Agreement prevails to the extent of any inconsistency.

7. Consultation

- 7.1 This clause applies if AMES:
 - (a) has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on employees; or
 - (b) proposes to introduce a change to the regular roster or ordinary hours of work of employees.
- 7.2 For a major change referred to in paragraph 7.1(a):
 - (a) AMES must notify the relevant employees and their union of the decision to introduce the major change as soon as is practical; and
 - (b) paragraphs (7.3) to (7.9) apply.
- 7.3 The relevant employees may appoint a representative for the purposes of the procedures in this clause.
- 7.4 If:
 - (a) a relevant employee, or relevant employees appoint, a representative for the purposes of consultation; and
 - (b) the employee or employees advise the employer of the identity of the representative
- 7.5 As soon as practicable after making its decision, AMES must:
 - (a) discuss with the relevant employees:
 - (i) the introduction of the change; and
 - (ii) the effect the change is likely to have on the employees; and

- (iii) measures AMES is taking to avert or mitigate the adverse effect of the change on the employees; and
 - (b) for the purposes of the discussion – provide in writing, to the relevant employees:
 - (i) all relevant information about the change including the nature of the change proposed; and
 - (ii) information about the expected effects of the change on the employees; and
 - (iii) any other matters likely to affect the employee.
- 7.6 However, AMES is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 7.7 AMES must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- 7.8 If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of AMES, the requirements set out in 7.2 (a) and paragraphs 7.3 and 7.5 are taken not to apply.
- 7.9 In this term, a major change is **likely to have a significant effect on employees** if it results in:
- (a) the termination of employment of employees; or
 - (b) major change to the composition, operation or size of AMES workforce or the skills required of employees; or
 - (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - (d) the alteration of hours of work; or
 - (e) the need to retrain employees; or
 - (f) the need to relocate employees to another workplace; or
 - (g) the restructuring of jobs.

Change to regular roster or ordinary hours of work

- 7.10 For a change referred to in 7.1(b):
- (a) AMES must notify the relevant employees of the proposed change; and
 - (b) sub clauses 7.11 to 7.15 apply.
- 7.11 The relevant employees may appoint a representative for the purposes of the procedures in this term.
- 7.12 If:
- (a) a relevant employee appoints, or relevant employees appoint a representative for the purposes of consultation; and
 - (b) the employee or employees advise AMES of the identity of the representative;
- AMES must recognise the representative.
- 7.13 As soon as practicable after proposing to introduce the change, AMES must:
- (a) discuss with the relevant employees the introduction of the change; and
 - (b) for the purposes of the discussion – provide to the relevant employees:
 - (i) all relevant information about the change, including the nature of the change; and
 - (ii) information about what AMES reasonably believes will be the effects of the change on the employees; and
 - (iii) information about any other matters that AMES reasonably believes are likely to effect the employees; and

(c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

7.14 However, AMES is not required to disclose confidential or commercially sensitive information to the relevant employees.

7.15 AMES must give prompt and genuine consideration to matters raised about the change by relevant employees.

7.16 In this term:

Relevant employees means the employees who may be effected by a change referred to in sub clause 7.1.

8. AMES Australia Teachers' Consultative Committee

8.1 Within one month of the commencement of this Agreement, an AMES Australia Teachers' Consultative Committee ('AATCC') will be established comprising two AMES Australia management representatives and two Employee representatives for the purpose of implementing and monitoring this Agreement. The AATCC will also be the forum for consultation generally on matters affecting Employees. Time Allocations of an agreed amount will be made for representatives on this AATCC.

8.2 The AATCC will meet regularly, and as required, to discuss issues outlined in Clause 7 and on any other matter on which consultation may be required. The AATCC will provide a report and/or recommendation, as appropriate, to the CEO on the matter/s under discussion. AMES Australia will provide the time and resources necessary for the AATCC to perform its role.

8.3 Where AMES Australia proposes changes that are likely to have a significant effect on Employees covered by this Agreement, AMES Australia will consult with those Employees and the Union through the AATCC prior to the proposed changes being implemented.

9. Individual Flexibility Agreement

9.1 AMES Australia and a Teacher covered by this Agreement may agree to an Individual Flexibility Agreement (IFA) to vary the effect of terms of the Agreement if:

9.1.1 The IFA deals with one or more of the following matters:

9.1.1.1 about when work is performed;

9.1.1.2 overtime rates;

9.1.1.3 penalty rates;

9.1.1.4 allowances;

9.1.1.5 leave loading; and

9.1.2 the IFA meets the genuine needs of AMES Australia and the Teacher in relation to 1 or more of the matters mentioned in sub clause 9.1.1; and

9.1.3 the IFA is genuinely agreed to by AMES Australia and the Teacher.

9.2 AMES Australia must ensure that the terms of the IFA:

9.2.1 are about permitted matters under section 172 of the FW Act; and

9.2.2 are not unlawful terms under section 194 of the FW Act; and

9.2.3 result in the Teacher being better off overall than the Teacher would be if no arrangement was made.

9.3 AMES Australia must ensure the IFA:

9.3.1 is in writing; and

9.3.2 includes the name of AMES Australia and the Teacher; and

- 9.3.3 is signed by AMES Australia and the Teacher; and
- 9.3.4 includes details of:
 - 9.3.4.1 the terms of the Agreement that will be varied by the arrangement; and
 - 9.3.4.2 how the arrangement will vary the effect of the terms; and
 - 9.3.4.3 how the Teacher will be better off overall in relation to the terms and conditions of their employment as a result of the arrangement; and
 - 9.3.4.4 states the day on which the arrangement commences.
- 9.4 AMES Australia must give the Teacher a copy of the IFA within 14 days after it is agreed to.
- 9.5 AMES Australia or the Teacher may terminate the IFA:
 - 9.5.1 by giving no more than 28 days written notice to the other party to the arrangement; or
 - 9.5.2 if AMES Australia and the Teacher agree in writing – at any time; or
 - 9.5.3 by any such notice as may be prescribed under the FW Act from time to time.

10. No further claims

The parties agree that there shall be no further claims on matters covered by this Agreement during its term except where expressly provided.

For the avoidance of doubt, nothing in this clause affects the rights of AMES Australia and Teachers from varying or terminating the Agreement in accordance with the FW Act.

11. Definitions

Unless a contrary intention appears:

- 11.1 **'Agreement'** means the *AMES Australia Teachers' Enterprise Agreement 2020*.
- 11.2 **'AMES Australia'** (AMES) means Adult Multicultural Education Services as defined by the *Education and Training Reform Act 2006* (Vic).
- 11.3 **'AMES Australia Board'** means the governing body of AMES Australia established under the *Education and Training Reform Act 2006* (Vic).
- 11.4 **'ATO'** means the Australian Taxation Office
- 11.5 **'Chief Executive Officer (CEO)'** means the Director of AMES Australia as defined by the *Education and Training Reform Act 2006* (Vic).
- 11.6 **'Commission'** means the Fair Work Commission.
- 11.7 **'Contract Teacher'** means a teacher who is not an ongoing teacher and is employed for a specific period in accordance with Schedule A, Clause 1.
- 11.8 **'Emergency Teacher'** means a teacher employed to replace an absent teacher and paid on an hourly basis in accordance with the rates prescribed in Schedule A, Clause 3.
- 11.9 **'FW Act'** means the Fair Work Act 2009 (Cth).
- 11.10 **'IFA'** means an Individual Flexibility Arrangement under the FW Act.
- 11.11 **'Immediate Family'** means:
 - 11.11.1 a spouse or de facto Partner, child, parent, grandparent, grandchild or sibling of the Teacher; or
 - 11.11.2 a child, parent, grandparent, grandchild or sibling of a spouse or de facto Partner of the Teacher.
- 11.12 **'Medical Certificate'** means a certificate provided by a Registered Health Professional.

- 11.13 **'NES'** means the National Employment Standards prescribed in the FW Act.
- 11.14 **'Ongoing Teacher'** means a teacher employed without any specified end date to their employment and excludes contract, sessional and emergency teachers.
- 11.15 **'Partner'** means a person who, whether or not legally married to the Teacher, lives with the Teacher in a relationship as a couple on a genuine domestic basis (whether the Teacher and the person are of the same sex or different sexes) and includes a former de facto Partner of the Teacher.
- 11.16 **'Registered Health Professional'** means a health practitioner who practices in a health profession registered under the *Health Practitioner Regulation National Law (Vic) Act 2009*.
- 11.17 **'Replacement Contract'** refers to a contract given to a teacher to replace an existing Ongoing or Fixed Term Contract teacher for a specified period of time.
- 11.18 **'Semester'** refers to each 6 monthly period within a calendar year commencing on the first of January of that year.
- 11.19 **'Sessional Teacher'** means a teacher employed to work on an hourly basis and paid in accordance with the rates prescribed in Schedule A, Clause 3.
- 11.20 **'SG Act'** means the *Superannuation Guarantee (Administration) Act 1992* (Cth), as amended from time to time.
- 11.21 **'Special Duties Allowance'** (SDA) refers to a monetary allowance additional to salary payable to a teacher who performs high-level specialist educational functions, provides professional advice and assistance to teaching staff and enables the efficient implementation of educational program delivery strategies and resources, in line with AMES program requirements.
- 11.22 **'Student'** means a person who is enrolled in an accredited program at AMES.
- 11.23 **'Teacher'** means a person employed in AMES to provide instruction and/or supervision, and/or assessment (including pre-enrolment assessments) of students whether individually or in a group.
- 11.24 **'Teaching duty hour'** refers to sessions of instruction and/or supervision and/or assessment of student/s; whether delivered at an AMES site or elsewhere or whether delivered in person or by other means.
- 11.25 **'Travel'** means travel within work time and does not include travel to and from work unless specifically requested by AMES to work at a location further than a teacher's normal place of work.
- 11.26 **'Union'** means Australian Education Union (AEU).
- 11.27 **'WIRC Act'** means the *Workplace Injury, Rehabilitation and Compensation Act 2013* (Vic) (as amended from time to time).

PART 2 - CLASSIFICATION, SALARIES AND TEACHER PROGRESSION

12. Appointment Confirmation

On engagement, AMES will provide ongoing or fixed term teachers an appointment letter that defines the type of employment and the terms of employment in relation to:

- (i) The date the employment commences;
- (ii) The date the employment ceases (if applicable);
- (iii) The classification, sub-division, time-fraction and rate of pay;
- (iv) A statement of previous AMES service; and

Other main terms and conditions of employment, including other documentation or other sources of information where information relating to relevant terms and conditions of employment is maintained and the duties and reporting relationships that apply on appointment.

13. Probation

AMES may appoint an Employee on a probationary basis at the beginning of their appointment. The period of probation shall be a reasonable period having regard to the nature and functions of the position but will usually be of 3 months duration. In exceptional circumstances, the probationary period may be extended. If it is determined during the probationary period that the Employee's employment is not to continue beyond the probationary period, the Employee's employment may be terminated by giving 2 weeks' notice.

Probation will not be appropriate in the following circumstances:

- (i) Sessional / Casual Teacher
- (ii) Staff on fixed term contracts for less than 6 months
- (iii) Renewal of a fixed term contract
- (iv) Transfer or Secondments
- (v) Conversion of casuals to an ongoing or fixed term contract of employment who have been employed casually for a period of more than 3 months.

14. Conversion to Ongoing Employment

An AMES Teacher may apply for conversion to ongoing employment.

- 14.1 A teacher who has more than three years of continuous fixed term contract employment with AMES and has commenced their fourth year of employment will have their mode of employment converted to ongoing at their current time fraction.
- 14.2 When determining continuity of service as specified in Clause 14.1, casual service and minor breaks in service of up to two months other than those breaks of the teacher's choosing will be counted for continuity purposes as long as the teacher is currently employed on a fixed term contract and the duties performed by the teacher continue to be required by AMES.
- 14.3 This clause excludes staff on Short Term replacement contracts and contracts provided for staff who have exceeded their annual casual teaching load hours.
- 14.4 Where a teacher has not been converted under Clause 14.1 any application by that teacher to be made ongoing must not be unreasonably refused. The reasons for any refusal must be provided in writing to the teacher concerned.

15. Redeployment

- 15.1 AMES may have an excess teaching situation where:
 - 15.1.1 AMES determines that there is an excess teaching capacity and a teaching position is no longer required.
 - 15.1.2 The duties of the position are changed such that an incumbent is not competent to perform those duties and an Employee refuses appropriate retraining offered by the employer in relation to the changed duties.
 - 15.1.3 A teacher unreasonably refuses to accept geographic relocation. In these circumstances when determining a new work location the needs of an individual teacher will be taken into consideration as much as possible.
- 15.2 Consultation
 - 15.2.1 Where it appears that a teacher has become, or is likely to become, excess to requirements of AMES, the CEO shall advise the teacher and their representative (which may be the AEU) if they elect to have one, at the earliest practicable time.
 - 15.2.2 Where an excess situation arises, the relevant Manager and a member of the Human Resources Division will meet with the teacher and their representative (which may be the AEU) if they elect to have one. In the meeting the reasons for the position becoming surplus

to requirements will be made clear to the teacher and the options available to the teacher will be provided, including any options relating to redeployment. When determining redeployment opportunities, AMES in consultation with the teacher and their representative (which may be the AEU) if they elect to have one, shall:

- (i) examine options for retraining
 - (ii) examine measures to avoid termination
 - (iii) arrange counselling as required
 - (iv) monitor all internal vacancies
 - (v) offer the teacher redeployment to any suitable vacant position that exists
- 15.2.3 The teacher and/or their representative (which may be the AEU) if they elect to have one, will be provided the opportunity to submit proposed alternative arrangements to avoid the necessity for any redeployment. The teacher and/or the representative (which may be the AEU) if they elect to have one, will have at least 2 weeks to propose any alternate arrangements. AMES will investigate all reasonable options put forward and will provide justification if the alternatives are not deemed suitable.
- 15.2.4 AMES will convene meetings of potentially affected teachers to seek volunteers.
- 15.2.5 AMES may only reject an expression of interest from any volunteer where selection of that AMES creates a consequential vacancy or a deficit in the skills required for AMES' continuing function.
- 15.2.6 Where insufficient volunteers are forthcoming, AMES shall decide those teachers in excess of its requirements taking into account the following criteria:
- (i) The relative qualifications, skills and abilities between teachers as required for the continuing operation of AMES;
 - (ii) Any special qualifications or aptitude for the position/s continuing to be required to be performed by AMES; and
 - (iii) Any reasons, including compassionate grounds, advanced by a teacher as to why they should not be considered for redeployment.
- 15.2.7 Provided that where a decision is to be made about teachers who are otherwise considered equal in relation to these criteria, the teacher to be identified as surplus to AMES requirements will be that person whose selection causes the least disruption to the continuing operation of AMES.
- 15.2.8 The parties agree that in the first instance all possible options of redeployment should be exhausted before determining that the position of a teacher is excess to requirements. The parties also acknowledge that due to the unique funding arrangements that AMES relies upon to continue operation, the viability of redeployment may not be feasible in some instances.
- 15.2.9 The opportunity for redeployment will be open for a period of 8 weeks from the date the teacher is first advised in writing that their position is excess to requirements. If at the end of the 8 week period an appropriate redeployment option has not been found the teacher will be considered excess to requirements. In exceptional circumstances AMES will extend the redeployment period beyond 8 weeks.
- 15.2.10 Where a teacher has been declared excess to requirements in accordance with Clause 15.2.1 and the teacher is being considered for redeployment, the teacher will be given preference for any vacant position at the same classification level provided that the teacher meets the stated selection criteria of that position. In the event that more than one excess teacher is referred to the same vacancy, the appointment will be determined between them, on a merit and equity basis, again provided that the teachers meet the stated selection criteria of that position.

- 15.2.11 Should an alternative position/s not be immediately available at the time the position becomes excess to requirements a teacher may be assigned alternative duties at a suitable level without loss of conditions.
- 15.2.12 Notwithstanding anything contained within this clause, the normal salary for a teacher employed in an ongoing capacity as specified in Schedule A of this Agreement will be used in determining the following:
- (i) Termination of payments, including superannuation, annual leave and long service leave entitlements;
 - (ii) Calculation of redundancy benefits; and
 - (iii) Calculation of early retirement benefits.

15.3 Travel Entitlements

If an Employee under management direction is required to transfer or be redeployed to another work site which requires an Employee to travel more than an additional hour each way to their new work site, the Employee will be entitled to a one-off payment of \$900 for any inconvenience caused by the excess travel.

In these circumstances, when determining a new work location, the needs of the teacher will be taken into consideration as much as possible.

16. Salaries for AMES teachers

- 16.1 All Employees to whom this Agreement applies will receive salary increases in accordance with the instalments as set out below. The salary increases payable shall be in accordance with Schedule A of this Agreement.
- The first salary instalment of 1.25% will be paid effective from the first pay period commencing on or after 1 October 2020.
- The second salary instalment of 1.25% will be paid effective from the first pay period commencing on or after 1 April 2021.
- The third salary instalment of 1.25% will be paid effective from the first pay period commencing on or after 1 October 2021.
- The fourth salary instalment of 1.25% will be paid effective from the first pay period commencing on or after 1 April 2022.
- 16.2 Salary increases are payable to staff employed at AMES at the time of or after approval of the Agreement by the Commission.
- 16.3 The incremental scale for a teacher will comprise nine (9) levels as per Schedule A, Clause 1.
- 16.4 Incremental progression from one level to the next will depend upon the teacher meeting the requirements set out under Clause 20 of this Agreement.
- 16.5 Teachers employed on a sessional or emergency basis shall be paid in accordance with the hourly rates as shown in Schedule A Clause 3. Sessional and Emergency teachers are paid for a minimum of 2 consecutive hours. The hourly teaching rate incorporates any preparation and correction to be completed.

17. Salary Packaging Provisions

- 17.1 The rates of pay outlined in Schedule A Clause 1 may be provided as a salary package by agreement between AMES and an ongoing teacher or a fixed term contract teacher.
- 17.2 A teacher wishing to withdraw from or add to the packaging arrangement may do so at any time with 4 weeks' notice in writing.
- 17.3 Salary packaging shall be available in accordance with Government policy, taxation legislation and AMES policy in lieu of salary.

- 17.4 AMES may also agree to offer teachers access to a broader range of salary-packaged benefits. Subject to relevant legislation, the additional benefits which may be packages under such arrangements include, but are not limited to:
- Mobile telephones
 - Membership fees and subscription to professional associations
 - Financial counselling fees
 - Self-education expenses
- 17.5 The maximum amount or salary that may be packaged and taken as other than direct salary will be 50% of the appropriate rate of Schedule A Clause 1.
- 17.6 AMES will encourage teachers seeking to enter a salary packaging arrangement to obtain independent financial advice. Any such advice sought will be at the teacher's expense.
- 17.7 All costs associated with salary packaging, including administrative costs, are to be met from the salary of the participating teacher.
- 17.8 In the event of legislative or other changes having the effect of salary packaging increasing the cost to the teacher, teachers participating in salary packaging may choose to cease or modify the arrangement.
- 17.9 AMES will maintain the option of this salary packaging arrangement subject to it remaining lawful.

18. Superannuation

- 18.1 AMES will offer the teacher membership of a complying superannuation fund in accordance with the *Superannuation Guarantee Act (Cth) 1992* (SG Act).
- 18.2 AMES will contribute to this fund or another approved fund an amount in accordance with the SG Act.
- 18.3 Where an Employee is a member of a public sector defined benefits superannuation fund, the existing superannuation arrangements shall continue to apply. Should that Employee cease to be eligible to be a member of that defined benefits scheme or, on account of age, exempt from the scheme's arrangements, AMES shall apply the arrangements specified in clauses 18.1 and 18.2 to the Employee.

19. Teacher Classification Structure

19.1 Salary Classification Structure

The Teacher Classification structure, as set out at Schedule A, comprises a single scale of 9 levels expressed as pay points. This 9-level incremental scale contains 3 Bands: Entry Level Teacher (Teacher Levels 1 – 3), Accomplished Teacher (Teacher Levels 4 – 6), and Senior Teacher (Teacher Levels 7 – 9).

19.2 AMES Teacher Professional Standards

The work value within each Band is defined by the set of Professional Standards at Schedule B. The Standards have been developed to describe, in broad terms, the three Teacher Bands referred to above. The Standards provide the basis on which the teacher may progress incrementally upon appointment to AMES (new staff). They provide an indicative summary of the range of knowledge, skills and competencies for each Band within the Teacher Classification. No single element within the Standards determines a Level or Band.

20. Teacher Progression

20.1 Assessment of commencement salary.

- 20.1.1 All newly appointed AMES teachers will commence either on the Entry Level – Teacher Level 1 or at a higher teacher level depending on demonstrated relevant experience.

- 20.1.2 Prior to a teacher commencing employment, the commencing salary of the teacher (within the levels detailed in Schedule A, Clause 1) will be determined based on:
- (i) Recognition of the aggregate of all previous employment with AMES as a teacher or other related duties approved by the CEO or nominee; or
 - (ii) Recognition of all equivalent full time teaching service outside AMES, including teaching service with Department of Education and Training, Australian TAFE Institutes, private RTOs and Universities which is determined by the CEO or nominee as relevant experience.

20.2 Accelerated advancement

A teacher may apply to be considered for progression to a higher level than the immediate next level to their level. The teacher will need to first discuss the matter with their Manager. The teacher may then submit a claim for acceleration with appropriate argument which would normally include the support of the Manager to the General Manager Education for their approval.

20.3 Progression within value range

20.3.1 Each Teacher Level (Levels 1-9) within the classification structure represents an incremental step and is expressed as a salary point. The three Bands within the Teacher Classification represent progressive points of work value.

20.3.2 Progression from the minimum to the maximum of the Teacher Classification will be dependent upon the teacher demonstrating that they meet each of the required Standards for Entry, Accomplished or Senior Teacher. Eligibility for progression will be subject to six months' or more employment with AMES at the date of the Progression Review meeting.

20.3.3 The Standards at Schedule B to this Agreement will remain constant for the life of the Agreement. The teacher and their manager will discuss the means (Progression Criteria) by which the teacher will demonstrate satisfactorily meeting the Teacher Standards which may include particular tasks normally undertaken within the 38 hour week. These Progression Criteria will be negotiated at the commencement of the Progression Cycle and will assist in applying the Standards which, being generic, are broad in nature. They will be fair, reasonable, clear, measurable and achievable.

20.3.4 Failure to satisfactorily meet each of the Teacher Standards at the time of the Progression Review will result in the withholding of an increment – subject to adhering to a clear process – and, in some cases, may lead to disciplinary action, including dismissal. Again, this will be subject to adhering to the relevant disciplinary process. This process will require the employer to have:

- (i) clearly explained to the Employee the requirements that are expected; how the Employee has failed to fulfil these requirements; and the consequences of continued or repeated failure to meet these requirements; and
- (ii) provided the opportunity through mentoring, guidance and support to assist the Employee who is not performing satisfactorily; and
- (iii) conducted the process within reasonable time which is sufficient for the Employee concerned to satisfactorily address the concerns raised in order to meet the incremental cycle.

20.3.5 Where a decision is taken to withhold an increment, the Employee will be notified as soon as possible in writing and the reasons for the decision will be given. Where a dispute exists, the Employee, the Employee's elected representative and the employer will meet to resolve the matter.

PART 3 – CONDITIONS OF WORK FOR ONGOING AND CONTRACT TEACHERS

21. Annual attendance

Teaching staff shall be available for duty for 52 weeks per year excluding annual leave (Clause 28), public holidays (Clause 35), absences approved by AMES and other absences to which they are entitled under this Agreement or applicable legislation.

22. Hours of duty

- 22.1 The attendance pattern and hours of duty of a teacher will be determined by AMES at the beginning of each semester in consultation with the teacher taking into account where possible any special needs of the teacher. Any change to the attendance pattern during the semester will be made in consultation with the teacher. This will include consideration to be given to a teacher's responsibility for family or household members.
- 22.2 Teachers shall be required to be in attendance for an average of 38 hours per week. A teacher may request to be in attendance for up to 42 hours in any one week. Where a teacher accepts an attendance pattern, which involves attendance for more than 38 hours per week, the teacher will receive a corresponding reduction in the teacher's attendance time, which may be taken at a mutually agreed time. These arrangements with the teacher will be in writing. This clause is to be read in conjunction with Clause 35.
- 22.3 For all hours worked in excess of 42 hours in any one week the rates outlined in Clause 26.4 will apply for each excess hour worked in excess of 42 hours in any one week.
- 22.4 The ordinary span of hours of duty shall be between 8:00 am to 9:00 pm Monday to Friday. For all hours worked outside of the ordinary span of hours the penalty rate as outlined in Clause 26.4 will apply.
- 22.5 A teacher may be required to teach two evenings per week in not more than one Semester unless otherwise agreed.
- 22.6 The allocation of a teacher's ordinary hours of duty must provide for two consecutive days without duties within any seven day period unless otherwise agreed by the manager and teacher.

23. Teaching and Other Duties

- 23.1 Teachers shall be required to attend for duty to undertake teaching and other professional duties. Teaching and other professional duties will normally be over 42 weeks per calendar year. Professional Development as described in Clause 44.1 is included within the 42 weeks.
- 23.2 Within a calendar year, teachers are accountable for 1596 hours of teaching and other duties. Subject to Clause 22.2, teaching duty hours per year will be 820 hours. Other professional duties will be 738 hours per annum consisting of 410 hours preparation and correction, 328 hours of other duties and 38 hours Professional Development. Travel between work sites within work time is considered an 'other duty' and will be deducted from the 328 hours. Any travel between worksites within work time over 328 hours will be deducted from the 820 teaching duty hours.
- 23.3 Sessional teachers may be employed for up to 21 teaching hours per week or 720 teaching duty hours per calendar year.
- 23.4 Where AMES considers it desirable for a sessional or casual teacher to attend meetings or to attend professional development sessions, these hours shall not be included in Teaching Duty Hours provided the teacher is paid at the non-teaching rate prescribed by Schedule A of the Agreement.
- 23.5 Subject to Clause 23.2, a teacher may be required to teach up to 21 hours per week. Where a teacher requests or agrees to teach more than 21 hours per week, this may be granted provided:
 - (i) the maximum teaching hours in any one week shall not exceed 24 and the average in either Semester 1 or Semester 2 will not exceed 21 hours per week; and
 - (ii) a full time teacher with a teaching load of more than 21 hours will not be required to undertake that load beyond a consecutive 10 week period, unless otherwise requested by the teacher; and
 - (iii) there is no adverse impact on the workload of other teachers; or

- (iv) subject to (i) above, the demonstrated educational program needs of students require a variation in teaching duty hours.
- 23.6 A teacher will be consulted prior to the allocation of the weekly teaching load.
- 23.7 A teacher who is employed for less than a calendar year or for less than full time, shall be allocated teaching and other professional duties on a pro-rata basis.
- 23.8 Skills for Education and Employment Program (SEE) assessments will be deducted from the annual teaching load (of 820 hours) at a rate of one assessment equalling one hour of teaching.
- 23.9 For each 1.4 hours a teacher is timetabled in an Individual Learning Centre (ILC), one hour will be deducted from the annual teaching load (of 820 hours).
- 23.10 Excess Teaching Duty Hours
- 23.10.1 A teacher shall be paid for excess teacher duty hours in accordance with this clause.
- 23.10.2 The allocation of excess teaching duties is determined following consultation with, and agreement of, the teacher concerned provided that a teacher shall not unreasonably refuse a request by AMES to perform excess teaching duties.
- 23.10.3 Excess teaching duties occur as follows:
- (i) Where the teacher performs teaching duties in excess of 21 hours in any one week; or
 - (ii) Where the teacher performs teaching duties in excess of 820 hours per annum.
- 23.10.4 Excess teaching duties performed in accordance with Clause 23.10.2 and paid in accordance with this Agreement will not be counted towards the annual teaching load.
- 23.10.5 The following rates shall be paid for excess teaching hours:
- Monday to Saturday inclusive*
- Where the excess teaching duty occurs within the span of ordinary hours, or in the first two hours outside the span of ordinary hours, an amount of 150% of the ordinary hourly rate will apply.
- Where the excess teaching duty occurs outside the span of ordinary hours, and extends beyond two hours, a rate of 200% of the ordinary hourly rate for each excess teaching hour will apply.
- Sunday*
- In all cases, at the rate of 200% of the ordinary hourly rate.

24. Conversion from Sessional to non-Sessional Employment

An AMES teacher may apply for conversion from sessional to non-sessional employment.

- 24.1 An eligible sessional Employee may apply in writing for conversion to non-sessional employment in accordance with the conversion provisions of this Clause.
- 24.1.1 An Employee must not be engaged and re-engaged nor have their hours reduced in order to avoid any obligation under this Clause.
- 24.1.2 Upon appointment, AMES shall advise a sessional Employee that, after serving qualifying periods, sessional Employees may have a right to apply for conversion and a copy of the conversion provisions of this Agreement shall be made available to such Employees.
- 24.1.3 AMES shall also take reasonable steps from time to time to inform sessional Employees of the conversion provisions of this Agreement.
- 24.1.4 To facilitate the monitoring of adherence to this Clause, the Employer shall provide to the AEU relevant data no less frequently than every 12 months.

24.2 Eligibility for conversion

To be eligible to apply for conversion, a sessional Employee must be employed on a regular and systematic basis in the same or a similar and identically classified position in the same Department (or equivalent), either:

- (a) over the immediately preceding period of 12 months and in those immediately preceding 12 months the average weekly teaching duty hours worked equalled at least 50% of the ordinary weekly teaching duty hours that would have been worked by an equivalent full-time Employee; or
- (b) over the immediately preceding period of at least 24 months.

24.3 Refusal of an application for conversion

AMES shall not unreasonably refuse an application for conversion. However, it may refuse an application on reasonable grounds. Reasonable grounds include, but are not limited to, the following:

- (a) the Employee is a genuine retiree;
- (b) the Employee is performing work which will either cease to be required or will be performed by a non-sessional Employee, within 26 weeks (from the date of application);
- (c) the Employee does not meet the essential requirement of the position; or
- (d) the work is ad hoc, intermittent, unpredictable or involves hours that are irregular.

24.4 Service for the purpose of calculating LSL and or Parental Leave

Employees converted under this Clause will not have their sessional service count as service for the purpose of calculating any other existing entitlements except for:

- (a) Long Service Leave, in so far as the sessional service with AMES would count for the purposes of any qualifying period for Long Service Leave, but would not give rise to any paid leave entitlement in respect of that sessional service; or
- (b) Any applicable unpaid Parental Leave.

25. Special Duties Allowance

There will be two levels of Special Duties Allowances, SDA 1 and SDA 2.

- 25.1 The number of Special Duties Allowances to be allocated in a given year will be determined by AMES taking into account the size and complexity of the educational and training program and associated program and task responsibilities.
- 25.2 Special Duties Allowances will be allocated following an internal advertisement and merit based selection process. SDA tenure can be up to a period ceasing with the expiry of this Agreement. The period of time for which a contract teacher can receive an allowance will be dependent on the length of their contract.
- 25.3 If deemed appropriate, the SDA may be rolled over for a further period up to the expiry date of the Agreement.
- 25.4 Special Duties Allowances will be allocated for specified responsibilities based on AMES requirements at a given time.
- 25.5 In some circumstances joint applications by two teachers for a Special Duties Allowance Level 2 may be considered in a job share arrangement if the application meets the requirements of the position.
- 25.6 The Special Duties Allowances are as prescribed in Schedule A, Clause 2.

26. Overtime and Penalty Rates

- 26.1 Prior approval of the manager will be required to undertake work, which will attract overtime or penalty

rate payment. Approval includes documenting the duties and the duration of the task/s to be completed.

26.2 Overtime will be paid for all teaching hours worked in excess of the required annual teaching hours outlined in Clause 23.2 or all hours in excess of 42 hours per week as outlined in Clause 22.3. At the discretion of the manager overtime will be paid at the completion of the teacher's annual or fixed term contract teaching load or at the time overtime was undertaken.

26.3 Teachers will be entitled to penalty rates as outlined in Clause 26.4 in the following circumstances:

- (i) Where a teacher's ordinary hours of work are performed outside of the ordinary span of hours;
- (ii) Where a teacher's ordinary hours of work are performed on public holidays.

26.4 The following rates for overtime and penalty rates shall be paid.

Monday to Friday inclusive except for Public Holidays

At the rate of time and a half of the ordinary hourly rate for the first two hours and double-time thereafter.

Saturday

At the rate of time and a quarter for hours worked between 9:00am and 1:00pm, at the rate of time and a half for hours worked between 1:00pm and 5:00pm and at the rate of double time for all hours worked after 5:00pm

Sunday

In all cases except Public Holidays at the rate of double time of the ordinary hourly rate

Public Holiday

A rate of double time and half of the ordinary hourly rate

26.5 Part time staff will be paid at the ordinary hourly rate for any hours worked up to the full time ordinary hours.

Normal overtime rates as specified in Clause 26.4 will apply for any overtime in excess of normal full time hours or outside the span of ordinary hours.

27. Meal break

Teachers shall not be required to attend for work for more than five (5) hours without being allowed a meal break of 30 minutes (unless otherwise agreed).

Leave Provisions

28. Annual Leave

28.1 An AMES teacher shall be entitled to 152 hours / 20 days (pro-rata for part-time teachers) annual leave in respect of each calendar year of service (or pro rata amount for a part time employee) accrued at the rate of one twelfth of the annual entitlement for each completed month of service.

28.2 At the beginning of each calendar year a teacher will nominate to the line manager the four weeks annual leave to be taken within that year. The scheduling of leave shall be determined by the teacher's manager in accordance with AMES program needs but will, as far as practicable, take account of the teacher's requirements.

28.3 Service for annual leave shall not include:

- (i) Any period of sick leave without pay continuous or otherwise which when aggregated exceeds three months in any calendar year; and
- (ii) Any period of leave without pay, other than sick leave without pay, in excess of one month in any calendar year.

28.4 In applying this clause, teachers other than sessional and emergency teachers, who are not employed

full time shall be entitled to annual leave provided that payment whilst absent on annual leave is based on the normal weekly hours of duty during the period of accrual.

- 28.5 During a period of annual leave a teacher will receive a loading calculated on the rate of pay prescribed in Schedule A – Teacher Salaries. Annual leave loading is payable on leave accrued on the following basis; Full-time and part-time teachers who would have worked on this basis had they not been on leave – 17.5% of their ordinary rate of pay.

29. Personal and Carer's Leave

- 29.1 For each year of service with AMES, an ongoing teacher is entitled to 114 hours (15 days for a full time teacher) of paid leave that can be used for personal or carer's leave.
- 29.2 A fixed term contract teacher is entitled to 9.5 hours per month for the contract period of paid leave that can be used for personal or carer's leave.
- 29.3 A teacher who ceases duty for any reason and is subsequently re-employed within five years shall be permitted to retain their sick leave credit at the date of ceasing subject to a maximum credit equivalent to 35 days on full pay.
- 29.4 A teacher may take paid personal or carer's leave if the leave is taken:
- 29.4.1 because the teacher is not fit for work because of a personal illness, or personal injury (**Personal Leave**); or
 - 29.4.2 to provide care or support to a member of the teacher's Immediate Family, or a member of the teacher's household, who requires care or support because of
 - 29.4.3 a personal illness, or personal injury, affecting the member; or
 - 29.4.4 an unexpected emergency affecting the member (**Carer's Leave**).
- 29.5 A teacher's entitlement to Personal and Carer's Leave:
- 29.5.1 accrues progressively during a year of service according to the teacher's ordinary hours of work; and
 - 29.5.2 accumulates from year to year.
- 29.6 A teacher must give AMES notice of taking Personal or Carer's Leave as soon as practicable (which may be at a time after the leave has started). The teacher must advise AMES of the period, or expected period, of the leave.
- 29.7 Subject to Clauses 29.8 and 29.9 where a teacher is absent for more than one consecutive working day, AMES may require the provision by the teacher of a certificate from a Registered Health Professional to AMES before payment will be made.
- 29.8 If the Personal Leave or Carer's Leave is taken due to an unexpected emergency and it is not practicable for the teacher to provide a Medical Certificate, the teacher must provide AMES with a statutory declaration or other evidence that would satisfy a reasonable person of the existence of the unexpected emergency.
- 29.9 A teacher is entitled to take up to 3 non-consecutive days of Personal Leave per calendar year without providing AMES with evidence as required under Clauses 29.7 and 29.8.

30. Accident Compensation

- 30.1 If a teacher sustains an injury or suffers a disease on or after 1 September 1985 in circumstances which the teacher is entitled to compensation under the *Workplace Injury Rehabilitation and Compensation Act (Vic) 2013* (WIRC Act) (as amended from time to time), such teacher shall, apart from any personal leave which may be standing to their credit, be granted leave on full pay, less the amount paid by way of weekly compensation under the WIRC Act during the incapacity.
- 30.2 Except where the CEO approves, no leave shall be granted under this sub-clause which is:

- (i) In excess of a continuous period of 52 weeks inclusive of any other leave which may be granted with pay; or
 - (ii) In excess of an aggregate of 52 weeks in respect of a particular injury or incapacity.
- 30.3 A teacher shall not be entitled to personal leave with pay during any period they are in receipt of weekly compensation.

31. Compassionate Leave

- 31.1 An Employee is entitled up to 3 days paid compassionate leave for each occasion (**Permissible Occasion**) when a member of the teacher's Immediate Family, or a member of the teacher's household:
 - 31.1.1 contracts or develops a personal illness that poses a serious threat to their life; or
 - 31.1.2 sustains a personal injury that poses a serious threat to their life; or
 - 31.1.3 dies.
- 31.2 If an Employee has exhausted all of their entitlement to compassionate leave in respect of a Permissible Occasion, they can access up to 3 days personal leave in respect of that Permissible Occasion.
- 31.3 If an Employee has used all of their current personal leave accrual and compassionate leave entitlement, and has no accumulated sick leave, he or she can access up to three day's unpaid compassionate leave for the Permissible Occasion.
- 31.4 An Employee may be granted paid leave beyond three days in respect of a Permissible Occasion where the employer is satisfied those three days is inadequate in the circumstances.

32. Recognition of Cultural Obligations

- 32.1 The employer will recognise the established religious and cultural obligations, practices and activities of its Employees.
- 32.2 An Employee may be granted Ceremonial /Cultural Leave where they have a ritual obligation to participate in ceremonial activity which requires absence from work. Such leave will also include leave to meet the Employee's customary and traditional law obligations and is not limited to Aborigines and Torres Strait Islanders.
- 32.3 Such leave shall be without pay and for up to 10 days per annum.
- 32.4 Applications for Leave under this clause must be accompanied by documentary evidence of the activity requiring attendance and absence from work.

33. Jury service

- 33.1 If any Employee is required to appear and serve as a juror under the Juries Act 2000 (Vic), they are entitled to leave with pay for the period during which their attendance at court is required, subject to the production of satisfactory evidence of such attendance.
- 33.2 The teacher must provide AMES with reasonable evidence:
 - 33.2.1 that the teacher has taken all necessary steps to obtain any amount of jury service pay to which the teacher is entitled; and
 - 33.2.2 of the total amount (even if it is a nil amount) of jury service pay that has been paid, or is payable, to the teacher for the period.
- 33.3 The amount payable to the teacher under Clause 33.1 is reduced by the total amount of jury service pay paid, or payable, as disclosed under Clause 33.2.2.

34. Long Service Leave

- 34.1 A teacher who has ten years of service is entitled to the equivalent of three months' long service leave with pay. For each additional period of five years' completed service a teacher is entitled to the equivalent of one and one half months' long service leave with pay. For the purposes of this clause, service means service with the following (subject to Clause 34.19):
- (i) AMES
 - (ii) A Victorian TAFE Institute and/or University
 - (iii) A Victorian Government School
 - (iv) The Public Service of Victoria
 - (v) A public entity as defined in the Public Administration Act 2004 (Vic).
- 34.2 A teacher may access this entitlement, on a pro-rata basis, after an initial 7 years of continuous service.
- 34.3 AMES may allow a teacher who is entitled to a period of long service leave with pay as defined in Clause 34.1, to take the whole or any part of the long service leave at half pay for a period equal to twice the period to which that teacher would otherwise be entitled.
- 34.4 Where a teacher retires on account of age or ill-health or a teacher dies that teacher shall be entitled, or (in the case of death) shall be deemed to have been entitled, to be granted:
- (i) Where the period of service is not less than four years but less than ten years, then in respect of the period of service;
 - (ii) Where the period of service is more than ten years, then in addition to any entitlement under Clause 34.1 in respect of any part of the period of service, which does not give rise to any entitlement under Clause 34.1.
- Such amount of long service leave with pay as equals one-fortieth of the period of service.
- 34.5 AMES shall have discretion as to the time of granting any leave under this section so that the business will not be unduly affected by the granting of such leave to numbers of teachers at or about the same time.
- 34.6 Where a teacher retires on account of age or ill-health that teacher may by notice in writing to the CEO elect to take pay in lieu of the whole or any part of any such leave to which that teacher is then entitled and the CEO shall grant that teacher pay in lieu thereof accordingly.
- 34.7 Where a teacher entitled to any such leave or to pay in lieu thereof dies before or while taking such leave or (as the case may be) before such pay in lieu is paid, the CEO shall to the extent that pay in lieu thereof has not already been paid to that teacher grant pay in lieu of the whole or part of the leave not taken or (as the case may be) grant the pay in lieu to the legal personal representative of the deceased teacher.
- 34.8 In the computation of the period of long service leave or pay in lieu thereof to which a teacher is entitled under this section there shall be taken into account any long service leave or pay in lieu thereof already granted to that teacher.
- 34.9 For the purpose of this section the services of a teacher shall be deemed to be terminated
- (i) On account of age if on or after attaining the age of 55 years a teacher ceases to be a teacher employed by AMES;
 - (ii) On account of ill-health if a teacher produces satisfactory evidence that ceasing to be a teacher employed by AMES is due to ill-health which is likely to be permanent
- 34.10 A teacher granted long service leave with full pay shall be paid during such leave in accordance with the following:
- (i) Where all of a teacher's service has been full-time, payment during long service leave shall be made at that teacher's normal full-time salary;

- (ii) Where all of a teacher's service has been part-time, payment during long service leave shall be calculated as follows:
 - (a) Where a teacher's time fraction has been constant, payment shall be made at that time fraction; or
 - (b) Where a teacher's time fraction has varied, payment shall be made based on that teacher's average time fraction calculated over the total period of part-time service.
- 34.11 Where a teacher's service includes some full-time and some part-time service, the long service leave credit shall be split into two credits one representing that teacher's aggregate full-time service and one representing that teacher's aggregate part-time service. Payment during long service leave will be in accordance with Clause 34.10 (i) or Clause 34.10 (ii) or both depending on whether the teacher chooses to utilise their full-time or part-time credit in relation to any particular long service leave absence.
- 34.12 Except where otherwise determined by the CEO, the Special Duties Allowances payable under this Agreement shall be payable during long service leave where the following criteria are met:
- (a) A teacher has been in receipt of the Special Duties Allowance for a continuous period of 12 months immediately prior to the commencement of the leave; and
 - (b) A teacher would have continued to receive the Special Duties Allowance but for their absence on leave.
- 34.13 If a teacher is granted long service leave on half pay, that teacher shall be paid during such leave half the amount they would have been paid if the leave had been granted with full pay.
- 34.14 A teacher may apply for long service leave at any time. Applications must be in writing with a minimum six months' notice and must specify:
- (i) The period of leave being sought; and
 - (ii) Whether the leave is to be on full pay or half pay.
- 34.15 Where a teacher falls sick during a period of long service leave that teacher may be granted personal leave in accordance with Clause 29 and an equivalent period of long service leave shall be re-credited or the period of long service leave extended by the amount of sick leave approved.
- 34.16 Public holidays, which occur during a period of long service leave, shall form part of the long service leave.
- 34.17 In computing a teacher's entitlement to long service leave, there shall be included:
- (i) The aggregate of a teacher's service;
 - (ii) Any approved leave with pay;
 - (iii) Any leave without pay, which has been approved to count as service for long service leave purposes; and
 - (iv) Any period of war service in the armed forces of the Commonwealth of Australia if such service ended not more than five years before the commencement of any other service or employment which counts as service for long service leave purposes.
- 34.18 In addition to Clause 34.17 a sessional teacher or an emergency teacher in AMES will have their service included as service for long service leave purposes as follows:
- (i) Service prior to 19 December 1995 may be included for calculation of credit and continuity of service purposes;
 - (ii) Service on or after 27 January 1996 shall not count towards the long service leave credit but may be included as service for continuity purposes.
- 34.19 In computing a teacher's entitlement to long service leave, there shall not be included:
- (i) Any period of service prior to a teacher having been dismissed for causes within that teacher's own control; or

- (ii) Any period of employment prior to a teacher having left AMES or the Department of Education and Training for causes within their control, if that teacher was not re-employed in AMES or the Department of Education and Training within five years from the date on which that teacher left; or
- (iii) Any period of service of a teacher which preceded any absence from duty in approved service for any continuous period greater than twelve months not being:
 - (a) An absence on leave;
 - (b) An absence in the nature of retirement occasioned by ill-health; or
 - (c) An absence of less than five years where such absence was occasioned by retrenchment.

35. Public Holidays

- 35.1 Subject to Teaching and Other Duties Clause 23, teachers shall be entitled to holidays on the following days:
- (i) New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Christmas Day, Boxing Day, Anzac Day, Queen's Birthday, Labour Day, and
 - (ii) One other day, which shall be Melbourne Cup Day, or one other day, which is agreed to by the employer and majority of affected teachers at the workplace.
- 35.2 When New Year's Day or Australia Day falls on a Saturday or Sunday, a holiday in lieu thereof shall be observed on the following Monday.
- 35.3 When Christmas Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on 27 December.
- 35.4 When Boxing Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on 28 December.
- 35.5 The CEO may substitute another day for any day prescribed in this clause subject to the agreement of the majority of affected teachers.
- 35.6 Every affected teacher and the union shall be informed of any substitution pursuant to Clause 35.5.
- 35.7 Where the State or locality declares or prescribes public holidays on days other than those set out in 35.1 and 35.2 those days shall constitute additional holidays for the purpose of this Agreement.

36. Leave and the contract period

All annual leave accrued within the contract period of a Fixed Term Contract Teacher must be taken during the contract period.

37. Parental Leave

A teacher entitled to Parental Leave under clauses 38, 39 or 40 may request AMES to extend the period of unpaid Leave under clauses 38, 39 or 40 for a further period of unpaid Leave not exceeding 52 weeks to assist the person in reconciling work and family responsibilities. AMES will provide a written response to the request with its decision within 21 days after the receipt of the request. AMES may only refuse the request on reasonable business grounds related to the effect on the business of AMES including cost, lack of appropriate replacement staff, loss of efficiency and impact on customer service.

AMES must not fail to re-engage an eligible casual Employee because:

- (a) the Employee or the Employee's spouse is pregnant; or
- (b) the Employee is or has been immediately absent from work on account of parenting reasons.

For the purposes of Clause 37, 'eligible casual Employee' means a person employed by AMES on a regular and systematic basis for several periods of employment or on a regular and systematic basis for an ongoing period of

employment who has, but for the pregnancy or the decision to adopt, a reasonable expectation of continuing their employment.

38. Maternity Leave

- 38.1 A female Employee who has at least 12 months continuous paid service will be entitled to the equivalent of 14 weeks paid maternity leave, to be taken in connection with the birth of her baby either before and/or after the birth. She will be entitled to a further period of unpaid leave, but the total of her paid and unpaid leave must not exceed 52 weeks. If she does not qualify for paid maternity leave, she will be entitled to take up to 52 weeks unpaid maternity leave. The Employee will also be entitled to the equivalent of 14 weeks paid maternity leave if she has a miscarriage of her pregnancy where it has advanced to at least 20 weeks.
- 38.2 An Employee shall confirm her intention of returning to work by notice in writing to the Employer, giving not less than four weeks notice prior to the expiration of the period of maternity leave. The Employee may make a written request to return to work on a part time basis in accordance with relevant legislation. AMES will only refuse the request on reasonable business grounds and will provide a written response to the employee within 21 days of receipt of the request.
- 38.3 An Employee may resume the pre-existing time fraction upon giving four weeks' notice in writing.
- 38.4 Upon request an Employee who is entitled to paid maternity leave may take the leave at half pay for a period of equal to twice the period to which the Employee would otherwise be entitled provided that the total leave does not exceed 52 weeks.

39. Paternity / Partner Leave

- 39.1 An Employee who has at least 12 months continuous paid service will be entitled to 1 weeks paid partner leave in connection with the birth of a child for whom they have accepted responsibility, to be taken either before and/or after the birth. He/she will be entitled to a further 51 weeks of unpaid partner leave. An Employee will also be entitled to 1 weeks paid partner leave if the mother of the child has a miscarriage of her pregnancy where it has advanced to at least 20 weeks.
- 39.2 An Employee shall confirm their intention of returning to work by notice in writing to the Employer, giving not less than four weeks' notice prior to the expiration of the period of paternity leave. The Employee may make a written request to return to work on a part time basis in accordance with relevant legislation. AMES will only refuse the request on reasonable business grounds and will provide a written response to the Employee within 21 days of receipt of the request.

40. Adoption Leave

- 40.1 If an Employee is adopting a child and has at least 12 months continuous paid service, they will be entitled to 14 weeks paid adoption leave in connection with the adoption of the child if they are the primary care giver, or 1 weeks paid adoption leave if they are the secondary caregiver.
- 40.2 The process for applying for and returning from adoption leave are the same as those specified in Clauses 38.1, 38.2, 38.3 and 38.4. Adoption leave can be taken either before and/or after the adoption. If the teacher is the primary care giver, the teacher will be entitled to a further period of unpaid leave, but the total of the paid and unpaid leave must not exceed 52 weeks.

41. Pre-Natal Leave

- 41.1 In addition to the maternity leave and personal/carer's leave provisions of this Agreement, an Employee who presents a medical certificate from a doctor stating that she is pregnant will have access to paid leave totalling up to 35 hours per pregnancy to enable her to attend the routine medical appointments associated with the pregnancy. A medical certificate must cover each absence.
- 41.2 The work unit should be flexible enough to allow such Employees the ability to leave work and return on the same day.

- 41.3 On presentation of a medical certificate stating such, any Employee who has a partner who is pregnant will have access to paid leave under this Clause totalling up to 7.6 hours per pregnancy to enable their attendance at routine medical appointments associated with the pregnancy. A medical certificate must cover each absence.

42. Family Violence Leave

- 42.1 AMES Australia recognises that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work, and is therefore committed to providing support to employees that experience family violence
- 42.2 Family Violence is abusive and / or violent behaviour used by one person to control and dominate another person or persons within a domestic relationship and may include physical, sexual, financial, verbal, or emotional abuse by a family member.
- 42.3 An Employee experiencing family violence will have access to paid special leave for medical appointments, legal proceedings and other activities related to family violence, which will be in addition to existing entitlements and may be taken as consecutive days or single days, or as a portion of a day.
- 42.4 Such leave will be capped at twenty (20) days per calendar year and does not accrue.
- 42.5 Proof of family violence may be required and can be in the form of a document issued by the Police Service, a Court, a Doctor, District Nurse, Maternal Health Care Nurse, Family Violence Support Service or lawyer.
- 42.6 All personal information concerning family violence will be kept confidential in line with AMES Australia's privacy policies and relevant legislation. No information will be kept on an Employee's personnel file without their express written permission.
- 42.7 An Employee experiencing family violence may raise the issue with their immediate manager or a central contact in the HR Division.
- 42.8 AMES Australia will make every effort, where practicable, to accommodate a reasonable request from an Employee experiencing family violence for:
- (a) Any temporary changes to an employee's span of hours, or rosters;
 - (b) Change to telephone number or work email address to avoid harassing contact;
 - (c) Any other appropriate measure including those available under existing provisions for family friendly or flexible work arrangements.

PART 4 – PROFESSIONAL DEVELOPMENT

43. Performance Development

- 43.1 All ongoing and contract teachers are required to participate in AMES Performance Development Review Process.
- 43.2 The Performance Development and Review process is designed to address the performance and development needs of all contract and on-going staff, both full-time and part-time. It does not cover casual or sessional staff.

44. Professional Development Attendance

- 44.1 Subject to Clause 23.1 teachers will be required to attend the equivalent of 5 days professional development per year.
- 44.2 Identified professional development will be specified in the teacher's annual Performance Development Review plan as specified in Clause 43.
- 44.3 Professional Development is usually done outside of normal teaching hours. In normal circumstances, there is no capacity for a teacher to be 'replaced' while attending Professional Development.

- 44.4 Where appropriate, at the discretion of AMES, sessional teachers will have access to Professional Development if it is directly related to teaching performance or when requested by AMES. Payment for attendance at such professional Development will be at the hourly non-teaching rate as prescribed in Schedule A Clause 3.

PART 5 – DISPUTE SETTLEMENT

45. Dispute Settlement Process

- 45.1 A dispute arises where the employer, or an Employee, is aggrieved by a decision or action taken or the failure to take a decision or action, in relation to a matter covered by this agreement. Where a dispute exists the following principles and procedures apply:
- (i) Both the employer and Employee must be notified of cases that require the use or instigation of the dispute settlement procedures.
 - (ii) Both Parties must have access to relevant information pertaining to the dispute.
 - (iii) Both Parties will co-operate to ensure continuation of normal work while this part is in operation.
- 45.2 Disputes between the employer and an Employee are to be settled in accordance with the following procedures:
- (i) Any claim or dispute that arises must, where possible, be settled locally by discussion between the Employee and the immediate supervisor.
 - (ii) If unresolved, or at the request of either party, the Employee or AMES may have access to a Dispute Settlement Committee within 14 days from formal notification of a dispute unless otherwise agreed.
 - (iii) The Dispute Settlement Committee shall comprise two nominees of the CEO and two nominees of the Employee (excluding family/household members & legal practitioners) one of whom may be an officer of a registered organisation entitled to represent the interests of the Employee.
 - (iv) The Dispute Settlement Committee will determine its own procedures for the purpose of considering the dispute and is required to report to the CEO within 5 working days of being established.
 - (v) On receiving the report from the Dispute Settlement Committee, the CEO must indicate in writing whether the recommendations of the Dispute Settlement Committee have been accepted or not. This decision must be communicated in writing to the Dispute Settlement Committee and the parties to the dispute within 5 working days of receiving the report from the Dispute Settlement Committee.
- 45.3 Should the dispute not be resolved by the processes referred to in Clause 45.2 the matter may be referred to the Commission or any successor thereto by either party for resolution. The Commission may use powers of conciliation and arbitration, including an appeal, to resolve a dispute.
- The parties agree to be bound by the Commission's resolution of the dispute.
- 45.4 Nothing in this clause prevents the parties from agreeing to refer an unresolved dispute to a person or body other than the Commission for resolution, in which case the parties agree to be bound by any recommendation to resolve the dispute, made by the agreed person or body.

PART 6 – REIMBURSEMENT OF EXPENSES

46. Reimbursement of reasonable expenses

- 46.1 AMES shall reimburse an Employee any prior approved reasonable out-of-pocket expenses actually and necessarily incurred in the course of his or her authorised duties. The amount of an expense will be considered reasonable where it does not exceed the relevant amount set by the Australian Taxation Office ['ATO'] as adjusted from time to time. Where an expense exceeds the relevant ATO amount, AMES is only required to reimburse at the ATO rate unless prior authorisation is provided to incur the greater expense. Where the ATO does not provide an amount for an expense, AMES shall

reimburse the actual amount incurred.

46.2 Allowable expenses include:

- (i) travelling, accommodation, meals and other incidental expenses associated with an overnight, or longer, absence from home or part day duties, including staff development, away from normal work location;
- (ii) expenses incurred in the use of private motor vehicle; and
- (iii) any other expenses incurred in the course of the Employee's employment and authorised by AMES.

46.3 Ordinarily, AMES will provide transport for Employees engaged in authorised work. Employees may refuse work where transport is not provided. Where in the course of employment, an Employee is required to use their private motor vehicle, they shall be reimbursed mileage costs subject to obtaining prior approval from AMES to use the vehicle and submission of a declaration stating the date, purpose of the trip, number of kilometres and type of vehicle.

46.4 In the circumstances which warrant it, AMES may enter an agreement with the Employee to provide comprehensive insurance cover for the private vehicle of an Employee where the Employee is required to use the private vehicle for work.

EXCLUSIONS

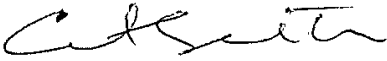
The following clauses of this Agreement do not apply to Sessional Teachers:

Implementation of Change

Clause 12	Appointment Confirmation
Clause 13	Probation
Clause 15	Redeployment
Clause 17	Salary Packaging Provisions
Clause 20	Teacher Progression
Clause 25	Special Duties Allowance
Clause 26	Overtime and Penalty Rates
Clause 28	Annual Leave
Clause 29	Personal and Carer's Leave
Clause 31	Compassionate Leave
Clause 33	Jury Service
Clause 34	Long Service Leave
Clause 35	Public Holidays
Clause 38	Maternity Leave
Clause 339	Paternity/Partner Leave
Clause 40	Adoption Leave
Clause 41	Pre-Natal Leave
Clause 43	Performance Development

SIGNATORIES

This agreement is made on the 21 September 2020 and SIGNED FOR AND ON BEHALF OF the AMES Australia Board.

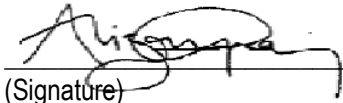


(Signature)
Chief Executive AMES Australia

Catherine Scarth, Chief Executive Officer

(Name and position)

IN THE PRESENCE OF



(Signature)
Alizon Gray

Print full name

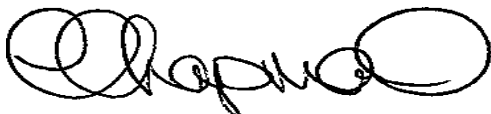
SIGNED FOR AND ON BEHALF OF THE EMPLOYEES



(Signature)
Elaine Gillespie – Vice President, TAP Sector, Australian Education Union.

(Name and position)

IN THE PRESENCE OF



(Signature)
Mary Louise Chapman – Organiser; Australian Education Union, Vic Branch

Print full name

SCHEDULES

SCHEDULE A

Clause 1

Teacher Salaries

AMES Teacher Level	Annual Salary (2019)	October 2020 (1.25%)	April 2021 (1.25%)	October 2021 (1.25%)	April 2022 (1.25%)	
TL1	\$63,040	\$63,828	\$64,626	\$65,434	\$66,252	Entry
TL2	\$65,625	\$66,445	\$67,276	\$68,117	\$68,968	
TL3	\$68,208	\$69,061	\$69,924	\$70,798	\$71,683	
TL4	\$70,790	\$71,675	\$72,571	\$73,478	\$74,396	Accomplished
TL5	\$72,651	\$73,559	\$74,479	\$75,410	\$76,352	
TL6	\$75,449	\$76,392	\$77,347	\$78,314	\$79,293	
TL7	\$77,465	\$78,433	\$79,414	\$80,406	\$81,411	Senior
TL8	\$79,482	\$80,476	\$81,481	\$82,500	\$83,531	
TL9	\$82,898	\$83,934	\$84,983	\$86,046	\$87,121	

Clause 2

Special Duties Allowance

Special Duties Allowance	SDA (2019)	October 2020 (1.25%)	April 2021 (1.25%)	October 2021 (1.25%)	April 2022 (1.25%)
SDA1	\$1,743	\$1,765	\$1,787	\$1,809	\$1,832
SDA2	\$2,563	\$2,595	\$2,627	\$2,660	\$2,694

Clause 3

Emergency and Sessional Hours

	Hourly Rate (2019)	October 2020 (1.25%)	April 2021 (1.25%)	October 2021 (1.25%)	April 2022 (1.25%)
Sessional/ Emergency Teaching Hourly Rate	\$62.98	\$63.77	\$64.56	\$65.37	\$66.19
Non-Teaching Hourly Rate	\$43.44	\$43.98	\$44.53	\$45.09	\$45.65

Schedule B - AMES Teacher Classification Professional Standards

	Entry Level	Accomplished Teachers	Senior Teacher
Knowledge of Teaching & Learning	<ul style="list-style-type: none"> Basic knowledge of key curricula, including familiarity with the learning resources and programs, and required outcomes Basic understanding and knowledge of AMES CALD communities, and the principles of cross-cultural communication Understanding and applying knowledge of the principles of teaching and learning in CALD contexts, including characteristics of learners and strategies for learner management 	<ul style="list-style-type: none"> High level knowledge of key curricula, including the ability to adapt and tailor learning resources and programs, to best respond to required outcomes High level understanding and knowledge of AMES CALD communities, and the principles of cross-cultural communication High level of understanding and skill to apply knowledge of the principles of teaching and learning in CALD contexts, including characteristics of learners and strategies for learner management 	<ul style="list-style-type: none"> Comprehensive knowledge of key curricula, including ability to adapt and tailor learning resources and programs, and leading local teams to best respond to required outcomes Comprehensive understanding and knowledge of AMES CALD communities, particularly as it relates to the local community, and the principles of cross-cultural communication Comprehensive understanding and high level skills to apply and model knowledge of the principles of teaching and learning in CALD contexts, including characteristics of learners and strategies for learner management
Teaching Practice	<ul style="list-style-type: none"> Provide initial counselling to determine the learning / training needs of individual clients in relation to their settlement / employment pathway. Use a range of teaching practices and resources including ICT, to provide a stimulating and effective learning environment and to structure learning activities and content to meet a range of client needs Plan, deliver and assess a contextualised, sequential, structured, stimulating learning program Use effective teaching management strategies and communication/relationship building skills that encourage clients to take responsibility for their learning and manage their learning pathways 	<ul style="list-style-type: none"> Provide progressive counselling to confirm the learning / training needs of individual clients, and establish effective learning behaviours. Select and adapt a range of teaching practices and resources including ICT, to provide a stimulating and effective learning environment and to structure learning activities and content to optimize client outcomes Successfully plan, deliver, innovate and assess a tailored program that optimizes settlement and employment outcomes in a contextualised learning environment Use an effective range of teaching management strategies and communication/relationship building skills that encourage clients to take responsibility for their learning and manage their learning pathways 	<ul style="list-style-type: none"> Provide comprehensive counselling, in liaison with regional pathway counsellors, to determine pathways to short term and long term goals, including steps to recognition of overseas qualifications. Demonstrate best teaching practice, and coach colleagues, in the use of a range of methodologies and resources including ICT, to provide a stimulating, structured and effective learning environment Lead teachers and demonstrate best practice in planning, delivering and assessing tailored programs that optimize settlement and employment outcomes for clients. Use and model a comprehensive range of effective, teaching management strategies and communication/relationship building skills that encourage clients to take responsibility for their learning and manage their learning pathways

	Entry Level	Accomplished Teachers	Senior Teacher
Assessment Accountability Reporting	<ul style="list-style-type: none"> • Knowledge, understanding and application of AMES policies and procedures (QMS), and AQTF standards, and compliance with all AMES contractual obligations and requirements • Maintain accurate records of client progress and assessment, meeting all teaching and contractual administrative requirements in a timely manner • Undertake all assessment requirements using appropriate tools, and provide feedback to clients on performance and progress, utilizing results of feedback and assessments to inform teaching practice 	<ul style="list-style-type: none"> • High level knowledge, understanding and application of AMES policies and procedures (QMS), and AQTF standards, and compliance with all AMES contractual obligations and requirements • Maintain comprehensive and accurate records of client progress and assessment, using this data to inform and build client pathways, and meet all teaching and contractual administrative requirements in a timely manner • Undertake all assessment requirements using appropriate tools, providing comprehensive feedback to clients on performance, learning strategies and progress towards achieving outcomes, utilizing results of feedback and assessments to inform teaching practice 	<ul style="list-style-type: none"> • Comprehensive knowledge, understanding and application of AMES policies and procedures (QMS), and AQTF standards, and compliance with all AMES contractual obligations and requirements, and leading local teams • Maintain comprehensive and accurate records of client progress and assessment, demonstrating best practice to colleagues, in using this data to inform and build client pathways, and meet all teaching and contractual administrative requirements in a timely manner • Undertake and analyse all assessment requirements, providing comprehensive feedback to clients on performance, learning strategies and progress towards achieving outcomes, utilizing results of feedback and assessments to inform learning and teaching outcomes across the site

	Entry Level	Accomplished Teachers	Senior Teacher
Professional Requirements	<ul style="list-style-type: none"> • Knowledge and understanding of AMES communities, programs and services, supporting current linkages between AMES programs and services • Knowledge and understanding of the broader community's role in improving settlement and employment opportunities and outcomes for clients • Demonstrate positive values and attitudes and undertake innovative practice in response to client needs and aspirations in a constantly changing environment. • Actively participate in professional development, including cross divisional activities, and work collaboratively with colleagues to innovate and improve teaching practice and outcomes for clients • Engage in critical self-reflection of professional practices to improve the quality of teaching and learning • Positively promote the work of AMES in the broader community 	<ul style="list-style-type: none"> • High level knowledge and understanding of AMES communities, programs and services, supporting integration initiatives between AMES divisions, units, programs and services • Knowledge and understanding of the broader community's (including agencies) role in improving settlement and employment opportunities and outcomes for clients, including support for local initiatives • Demonstrate positive values and attitudes, developing and sharing innovative practice in response to client needs and aspirations in a constantly changing environment. • Actively participate and contribute to professional development, including cross divisional activities, and work collaboratively with colleagues to innovate and improve teaching practice and outcomes for clients • Engage in critical self-reflection of professional practices to improve the quality of teaching and learning, and share learnings • Positively promote the work of AMES in the broader community 	<ul style="list-style-type: none"> • Comprehensive knowledge, understanding of AMES communities, programs and services, and the connections applied between them • Knowledge and understanding of the broader community's (including agencies) role in improving settlement and employment opportunities and outcomes for clients, establishing links and engaging them in supporting unit initiatives • Demonstrate positive values and attitudes, developing and modelling innovative practices to colleagues in response to client needs and aspirations in a constantly changing environment. • Lead, plan and deliver unit professional development, including cross divisional activities, to innovate and improve teaching practice and outcomes for clients and meet site operational plan objectives • Engage, and support colleagues, in critical self-reflection of professional practices to improve the quality of teaching and learning, and build on learnings • Positively promote the work of AMES in the broader community

	Entry Level	Accomplished Teachers	Senior Teacher
Professional Standards	<ul style="list-style-type: none"> • Understand and implement adult learning principles in culturally diverse settings • Knowledge of mandated curricula • Knowledge of AMES CALD communities • Provide basic pathway counselling to assist clients with planning educational and training pathways • Plan and assess for effective learning • Use a range of teaching practices, strategies and resources, including ICT • Create and maintain an effective and challenging learning environment using a range of teaching strategies and resources which foster independent learning and maximize learning outcomes • Work with colleagues/mentor to improve professional knowledge and practice • Actively participate in unit and AMES activities • Comply with QMS and contract reporting requirements 	<ul style="list-style-type: none"> • Demonstrate knowledge and understanding of adult learning principles in culturally diverse settings • Demonstrate a high level of knowledge of mandated curricula and ability to incorporate modules and elements of other curricula to better meet client needs, in response to AMES strategic directions • High level knowledge of AMES CALD communities, including new and emerging communities • Provide progressive pathway counselling to assist clients to detail and develop steps in educational and training pathways • Demonstrate ability to plan, assess and tailor courses to optimize settlement, learning and employment outcomes taking into account relationships between teaching, learning and assessment • Demonstrate success in using a broader range of teaching practices, strategies and resources, including ICT, to maximize/optimize learning outcomes • Demonstrate success in creating and maintaining an effective and challenging learning environment using a range of teaching strategies and resources which foster independent learning and maximize learning outcomes • Provide collegiate support/mentoring to improve professional knowledge and practice • Provide collegiate support and encourage active participation of staff and clients in unit and AMES activities • Comply with and support colleagues to meet QMS, AQTF and contract reporting requirements 	<ul style="list-style-type: none"> • Demonstrate a comprehensive knowledge and understanding of adult learning principles in culturally diverse settings, and implications for program design • Demonstrate a comprehensive knowledge of mandated curricula and ability to incorporate modules and elements of other curricula to design syllabuses that better meet client needs, in response to AMES strategic directions • Comprehensive knowledge of AMES CALD communities, including new and emerging communities • Provide individual progressive pathway counselling to assist clients to detail steps in educational and training pathways, including recognition of overseas qualifications • Demonstrate and model planning and assessment processes which tailor courses to optimize settlement, learning and employment outcomes taking into account relationships between teaching, learning and assessment • Demonstrate to and lead colleagues in the use and value of an extensive range of teaching strategies and resources, including ICT, to optimize learning outcomes • Demonstrate success and lead colleagues in creating and maintaining an effective and challenging learning environment using a range of teaching strategies and resources which foster independent learning and maximize learning outcomes • Provide leadership, coaching and mentoring to improve professional knowledge and practice • Provide leadership support and actively encourage participation of staff and clients in unit and AMES activities • Lead and demonstrate compliance with QMS, AQTF and contract reporting requirements

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UNDERTAKING

AMES Australia (**AMES**) gives the following undertakings under section 190 of the *Fair Work Act 2009* (Cth) in relation to the *AMES Australia Teachers' Enterprise Agreement 2020* (**Agreement**):

1. **Dispute Resolution** - *In addition to applying where a dispute arises in relation to a matter covered by the Agreement, clause 45 (Dispute Settlement Process) of the Agreement will apply where a dispute arises in relation to the National Employment Standards, other than where s. 739(2) of the Fair Work Act 2009 (Cth) applies.*


Further, employees will be entitled to be represented at all stages of the dispute settlement process by a representative of their choice.

2. **Part-time employees** – *In respect of part-time employees, AMES undertakes the following:*

Before engagement AMES and a part-time employee will agree in writing on the number of hours to be worked each week.

The effect of these undertakings will not cause financial detriment to any employee or result in substantial changes to the Agreement.

On behalf of AMES:



Catherine Scarth
Chief Executive Office
AMES Australia Pty Ltd

Dated: 14 October 2020

UNDERTAKING

AMES Australia (**AMES**) gives the following undertaking under section 190 of the *Fair Work Act 2009* (Cth) in relation to the *AMES Australia Teachers' Enterprise Agreement 2020* (**Agreement**):

1. Reconciliation for Non-Teaching Hours

1.1 On each Reconciliation Date, for all employees who have been paid the Non-Teaching Hourly rate of pay under Clause 3 of Schedule A of the Agreement in the calendar month immediately preceding that Reconciliation Date (or since the commencement of the Agreement if there has not yet been a Reconciliation Date), AMES must:

1.1.1 calculate the total amount of remuneration the employee would have received under the Award for each day they were paid the Non-Teaching Hourly rate of pay;

1.1.2 calculate the total amount the employee was actually paid each day they were paid the Non-Teaching Hourly rate of pay; and

1.1.3 where the amount in 1.1.2 is less or the same as the amount in 1.1.1, AMES must pay the employee the amount of the shortfall plus 1.25 % within 14 days.

1.2 In this clause:

1.2.1 **Agreement** means the *AMES Australia Teachers' Enterprise Agreement 2020*;

1.2.2 **Award** means the *Educational Services (Post-Secondary Education) Award 2020*; and

1.2.3 **Reconciliation Date** means the next working day following the last day of each calendar month.

The effect of this undertaking will not cause financial detriment to any employee or result in substantial changes to the Agreement.

On behalf of AMES Australia:



Catherine Scarth
Chief Executive Officer

16 November 2020