

# ENTERPRISE AGREEMENT

NO: E.A. 3 /1992

DATE REGISTERED: 27-7-92

PRICE: \$ 20.00

**ADULT MIGRANT EDUCATION SERVICE  
(PRINCIPALS AND ASSISTANT PRINCIPALS)  
ENTERPRISE AGREEMENT 1991**

**1. Title**

This Agreement shall be known as the "Adult Migrant Education Service (Principals and Assistant Principals) Enterprise Agreement 1991".

**2. Index**

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### 3. Parties

The parties to this Agreement are the Public Employment Industrial Relations Authority as the employer of all employees of the Adult Migrant Education Service and the Works Committee as defined which has been duly elected pursuant to Part 1C of the Industrial Arbitration Act 1940.

### 4. Incidence and Application

- 4.1 This Agreement is to regulate salaries and conditions of employment of employees employed as Principals and Assistant Principals in the Adult Migrant Education Service being employees employed in the occupation of management (delivery of teaching programs) in the enterprise of the Adult Migrant Education Service.
- 4.2 The Agreement is made under Part 1C of the Industrial Arbitration Act 1940.
- 4.3 Subject to the Commission granting approval for registration of this Agreement, the Agreement shall bind the parties herein defined for a period of three years from the date of signing of the Agreement by the parties.
- 4.4 This Agreement is in lieu of all prior Agreements, Determinations or Awards covering the employees. Except as is expressly modified by this Agreement, conditions of employees shall be determined by the provisions of the Public Sector Management Act 1988, the Public Sector Management (General) Regulation 1988 and the Public Service of New South Wales Personnel Handbook.

## 5. Definitions

"\$RR" means the Reference Rate.

"Act" means the Industrial Arbitration Act 1940.

"AMES" means the Adult Migrant Education Service.

"Assistant Principal" means an officer or temporary employee appointed, employed or acting as such.

"Commission" means the New South Wales Industrial Commission.

"Conditions" means conditions of employment.

"Director" means the Director of the Adult Migrant Education Service.

"Employee" means a person appointed or employed pursuant to the Public Sector Management Act 1988 in the capacity of Assistant Principal or Principal.

"Employer" means the Public Employment Industrial Relations Authority.

"Officer" means an employee employed under part 2 of the Public Sector Management Act 1988 but does not include a temporary employee.

"Performance Pay" means salary paid to an employee as a result of performance appraisal.

"Principal" means an officer or temporary employee appointed, employed or acting as such.

"Region" means an area designated as such by the Director including one or more venues and under the supervision of a Principal.

"Works Committee" means the committee representing Principals and Assistant Principals in the Adult Migrant Education Service (AMES) being employees employed in the occupation of management (delivery of teaching programs) in the enterprise of the Adult Migrant Education Service.

## 6. Declaration

- 6.1 The parties declare that this Agreement:
- a) is not contrary to the public interest;
  - b) is not unfair, harsh or unconscionable;
  - c) was not entered into under duress;
  - d) will improve the productivity and efficiency of AMES to such an extent as to justify any failure to comply with the Commission's wage fixation principles; and
  - e) is in the interests of the parties.
- 6.2 The parties will confer as to the effective implementation of this Agreement.

## 7. Salary

- 7.1 The Reference Rate (\$RR) is \$46,125:00 per annum (p.a.).
- 7.2 The annual salary of employees shall be calculated relative to the \$RR and be expressed as \$RR plus or minus a percentage. The salary payable includes compensation for all hours worked and all other disability allowances paid in the nature of salary excluding Annual Leave Loading.
- 7.3 Upon appointment a Principal and/or Assistant Principal shall, unless otherwise determined by the Director for good and sufficient reasons, be paid the base salary. Base salaries are:
- |                     |                |
|---------------------|----------------|
| Assistant Principal | \$RR-7.5% p.a. |
| Principal           | \$RR+15% p.a.  |
- 7.4 An employee may be paid performance pay subject to annual appraisal pursuant to Clause 13 hereof. Performance pay shall be assessed in units of one-half (0.5%) percent. Performance pay shall be:
- |                     |                                   |
|---------------------|-----------------------------------|
| Assistant Principal | \$RR-7.5% p.a. to \$RR+12.5% p.a. |
| Principal           | \$RR+15% p.a. to \$RR+32.5% p.a.  |
- 7.5 Performance pay paid up to and including the level of:
- |                     |                 |
|---------------------|-----------------|
| Assistant Principal | \$RR p.a.       |
| Principal           | \$RR+17.5% p.a. |
- shall not be reduced as a result of performance appraisal.
- 7.6 Performance pay paid above the levels defined in Sub-Clause 7.5 hereof shall be determined from year to year.
- 7.7 All entitlements shall be determined at the rate of salary paid to an employee inclusive of performance pay.

## 8. Hours of Work

An employee will be rostered to be in attendance at the employees usual place of employment for a minimum of thirty hours per week and in addition, subject to statutory limitations, may be required to attend that place of employment or another location for such hours as are required to achieve their established duties.

## 9. Annual Leave

- 9.1 Employees shall receive Annual Leave in accordance with the provisions of the Annual Holidays Act 1944.
- 9.2 In addition employees shall be granted leave not to attend their place of employment for four weeks per annum.
- 9.3 Combined leave described in this Clause may, with the approval of the Director, be accrued provided that the maximum accrued entitlement shall not exceed sixteen (16) weeks.
- 9.4 Employees who are deployed for short periods to positions which would otherwise not be in receipt of leave described in sub-clause 9.2 hereof shall retain their leave entitlement.
- 9.5 Employees may, with the approval of the Director, elect to be paid in lieu of taking any leave entitlement arising under sub-clause 9.2 hereof.

## 10. Professional Development Leave

- 10.1 Employees shall receive Professional Development Leave at the rate of two weeks per annum.
- 10.2 Professional Development Leave may be accrued provided that the maximum accrued entitlement shall, unless otherwise approved by the Director, not exceed ten weeks.
- 10.3 The Director shall, upon reasonable notice, approve an application for Professional Development Leave provided that the purpose for such leave is consistent with the development of the staff member as a public sector manager. Where any disagreement arises between the employee and the Director as to this limitation, the employee shall be entitled to refer the matter to the Performance Appraisal Reference Committee for the purpose of resolving the matter.
- 10.4 The Director may for the purpose of enabling an employee to undertake an appropriate course of study approve:
  - a) the combination of Professional Development Leave with other leave; and
  - b) the taking of Professional Development Leave at half pay.
- 10.5 If upon the expiry of this Agreement an employee has an accrued entitlement pursuant to this clause, the Employer shall either preserve or pay the entitlement.

## 11. Leave without pay

- 11.1 An officer may, with the agreement of the Director, take leave without pay for personal reasons subject to the following conditions:
- a) The officer having a minimum of two years current continuous service.
  - b) The officer's service being satisfactory.
- 11.2 The maximum period of leave without pay which may be granted during an officer's career is three years provided that a minimum period of two years must elapse between any two periods of leave without pay.

## 12. Training and Staff Development

- 12.1 It is agreed that a pro-active program of staff development shall be implemented to support the structural and managerial initiatives represented by this Agreement. Training and staff development shall be a recognised method of supporting the performance appraisal process and will assist employees to attain goals established in consultation with them.
- 12.2 Management undertakes to provide appropriate support to assist employees in the day to day running of regions. This clause shall be utilised for the provision of such support.



## 13. Performance Appraisal

- 13.1 The parties agree that in order to implement effective and efficient management structures, a system of individual performance appraisal is essential to meet the objectives of the organisation whilst at the same time rewarding individual employees for significant improvements in productivity which are to be obtained pursuant to this Agreement.
- 13.2 A system of performance appraisal will be developed jointly by the parties and will be implemented within three months from the date of this agreement. Such system shall have regard to the role of supervising officers and the method of access to performance pay.
- 13.3 The system of performance appraisal will:
- a) relate to the development and application of relevant skills and the achievement of performance objectives and standards;
  - b) recognise excellence in performance and provide feedback on meeting agreed objectives and standards in the spirit of trust and co-operation;
  - c) recognise the worth of individuals and ensure both the equality of opportunity and the absence of discrimination;
  - d) be flexible, adaptable and oriented towards a versatile and dynamic organisation;
  - e) provide guidelines and criteria for the determination and variation of performance pay; and
  - f) provide for an annual performance agreement between the Director and the employee.
- 13.4 Subject to the provisions of clause 13.2 hereof, a Performance Appraisal Reference Committee shall be established in relation to the operation of the performance appraisal system. The Committee shall comprise an employer representative nominated by the Director, a representative chosen from a panel of names which is acceptable to the parties and an employee representative nominated by the employee.
- 13.5 The parties agree that implementation of the performance appraisal system will be supported by training and staff development and that transitional procedures may apply pending such training and staff development.
- 13.6 The parties shall confer from time to time for the purpose of reviewing the operation of the performance appraisal system and to ensure that there is a reasonable consistency in performance appraisal decisions.

## 14. Issue Resolution

- 14.1 It is agreed between the parties that wherever possible informal means will be used to resolve any industrial disputes.
- 14.2 In cases where informal means are not successful in resolving a dispute, the parties shall meet and seek to resolve the dispute.
- 14.3 In the event the parties are unable to resolve the dispute, a mutually acceptable mediator may be appointed to resolve the dispute.
- 14.4 If the parties are unable to agree on a mutually acceptable mediator, the parties will submit the matter to the Commission which decision shall, subject to the provisions of the Act, be final.
- 14.5 It is a term of this agreement that no industrial dislocation will be undertaken by either party during the currency of this agreement.

## 15. Annual Review and Variations

- 15.1 \$RR shall be adjusted in accordance with decisions of the Commission in any State Wage Case Judgment made pursuant to Section 57 of the Act provided that any conditions established by such Judgment shall be first agreed by the parties. Such agreement shall include an operative date.
- 15.2 The parties agree that for the purpose of assessing the effective working of this Agreement, \$RR and conditions, they will formally confer within twelve (12) months after the date of commencement of the Agreement and will critically review all aspects of the Agreement. Any agreed variation to this Agreement shall be processed in accordance with Part IC of the Act.

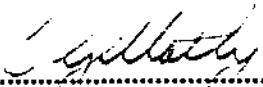
## 16. Transition Arrangement

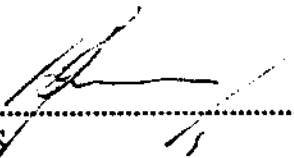
Employees serving with AMES on the date of signing of this agreement shall be paid a salary not less than the applicable rate described in Clause 7.5 hereof.

THIS AGREEMENT IS MADE AT SYDNEY ON THE TWENTY-SIXTH DAY OF JUNE 1991.

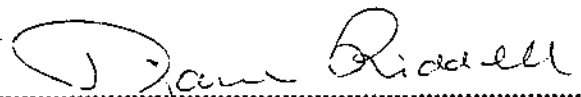
FOR AND ON BEHALF OF:

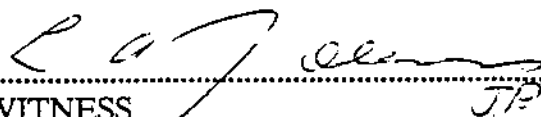
PUBLIC EMPLOYMENT INDUSTRIAL RELATIONS AUTHORITY

  
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DIRECTOR-GENERAL  
DEPARTMENT OF INDUSTRIAL RELATIONS,  
EMPLOYMENT, TRAINING AND FURTHER EDUCATION

  
.....  
WITNESS

WORKS COMMITTEE

  
.....  
CHAIRPERSON

  
.....  
WITNESS JP

RPG  
26.06.1991