

ENTERPRISE AGREEMENT

NO: E.A. 121-213/1993

DATE REGISTERED: 4-8-93

PRICE: \$ 20-00

Various Schools

# ENTERPRISE AGREEMENT

ENTERPRISE AGREEMENT made this 29th day of June 1993.

**BETWEEN** THE NEW SOUTH WALES INDEPENDENT TEACHERS ASSOCIATION of 176-182 Day Street, Sydney, New South Wales ('ITA').

**AND** The Employer named in the Schedule ('School').

## RECITALS

- A. The ITA is an industrial organisation of employees.
- B. The School:
  - (a) conducts a single enterprise; and
  - (b) wishes to adopt in respect of its enterprise the agreement made between the Association of Independent Schools of New South Wales ('AIS') and the ITA on 27 May 1993, a copy of which is lodged with Industrial Registrar and is contained in File Number IR39 of 1993 (the Agreement) and the purpose of which is to partly regulate the conditions of employment of the School's employees who are employed in the occupation of Teacher.
- C. This agreement was not entered into under duress by any party to it.
- D. The agreement relates to the enterprise carried on by the School at the address shown in the Schedule and to the occupation of Teacher.
- E. The School has appointed the AIS its attorney to execute this agreement.

## AGREEMENT

- 1. 'Teacher' means teacher as defined in the Teachers (Non-Government Schools) (State) Award.
- 2. The School and the ITA agree to abide by the Agreement clauses 1 to 6 which are deemed to be incorporated in this enterprise agreement.
- 3. The School and the ITA adopt the grievance procedure set out in the Agreement.
- 4. This enterprise agreement has a nominal term which expires on 30 April 1995.
- 5. Unless the School and the ITA enter into an agreement to terminate this enterprise agreement during its nominal term or after its nominal term has expired, this enterprise agreement may be revoked by:
  - (a) the School, by giving at least three months written notice to the ITA and the Industrial Registrar; or
  - (b) the ITA, by giving at least three months written notice to the School and the Industrial Registrar.

## Schedule

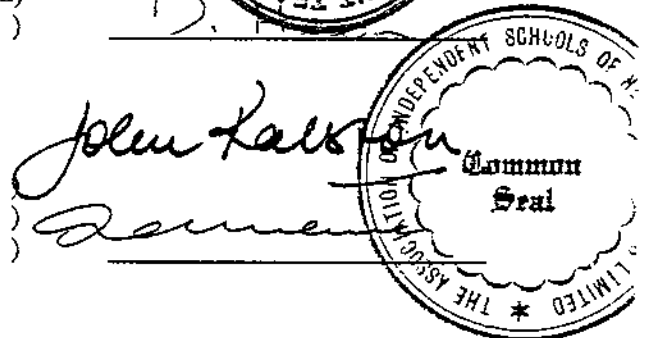
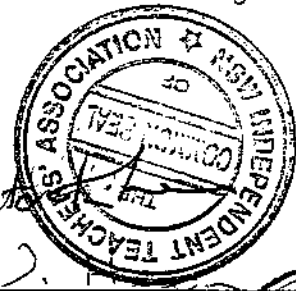
Name of School: Arkana College Ltd  
Address of School: 346 Stoney Creek Road KINGSGROVE 2208  
Address of Enterprise: (as above)

EXECUTED by The New South Wales Independent Teachers Association)  
in accordance with its rules in the presence of: )

R. P. Shearman

EXECUTED by The Association of Independent Schools of New  
South Wales as Attorney for the School of which Power of Attorney  
the Association has no notice of revocation, in the presence of: )

J. M. Chapman



# INDEPENDENT SCHOOLS SECTOR AGREEMENT 1993

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May 1993

**Schedule A**  
**Independent Schools Sector Agreement 1993**

AGREEMENT made this twenty seventh day of May 1993

BETWEEN THE ASSOCIATION OF INDEPENDENT SCHOOLS OF NEW SOUTH WALES LTD of 9th Floor, 75 King Street, Sydney, New South Wales ('AIS')

AND THE NEW SOUTH WALES INDEPENDENT TEACHERS ASSOCIATION of 176-182 Day Street, Sydney, New South Wales ('ITA')

**Recitals**

- A The ITA and the AIS have met to consider the terms of an enterprise agreement which might be agreed between the ITA and various independent schools in NSW.
- B In reaching this Agreement, the parties have recognised:
- a. the need to safeguard the quality of independent schooling and the public perception of it;
  - b. a mutual responsibility to protect, develop and enhance this independent sector of schooling;
  - c. the autonomy and authority of each independent school, as well as the professional standing of the teaching staff;
  - d. the variety of managerial and educational arrangements that exist requiring flexibility in the application of regulations that govern employment practices;
  - e. the need to maintain a working environment in which education can be provided in harmony with each School's aims, objectives and philosophy;
  - f. that over many years, the AIS and ITA have established working arrangements that can assist in resolving difficulties in a School and in maintaining working relationships which are conducive to the productive and effective provision of education at that school;
  - g. that there is currently significant debate, at both the State and National level about educational issues that may result in a need for change and that the independent sector will continue to participate appropriately in these discussions and efforts to ensure that there is a high quality of education provided for the youth of the nation;
  - h. that the industrial legislation of New South Wales and the release in April 1993 of the approved approach to enterprise bargaining by the Government of New South Wales makes this form of Agreement appropriate;
  - i. that this Agreement is intended to assist and promote the delivery of education of a high quality in independent schools consistent with the approach of the independent school Sector reported in the 1992 State Wage Case Decision of the New South Wales Industrial Commission;
  - j. in particular, that productivity and efficiency have a growing influence in educational policies and practices. Institutions are expected to do more with the same level of resources, necessitating productivity and efficiency improvements;
  - k. the fact that improvement in efficiency is often of a qualitative rather than quantitative kind means that this kind of productivity can warrant salary increases.
- C The parties have agreed that they will meet not later than 1 February, 1995 to consider a new agreement which might be adopted by the ITA and independent schools in NSW.

## Agreement

### 1. Definitions. In this Agreement:

- (a) Award means the Teachers (Non Government School) (State) Award as it applies at 1st June 1993.
- (b) School means a school which has adopted this agreement as an Enterprise Agreement.
- (c) Class:
  - i. in a primary department means a standard roll class of pupils (Note: a two stream primary school is likely to have 14 Classes in K to 6.)
  - ii. in a secondary department means a standard English class. (Note: a secondary department may have two streams in years 7 to 10 and 1 stream in years 11 and 12 and thus will have 10 "Classes.")
- (d) PSR means Position of Special Responsibility.
- (e) Deputy Principal means a teacher appointed as such in a primary or secondary department, who assists the Principal in his / her responsibility for the conduct and organisation of the School.
- (f) Senior Teacher '2' means a teacher appointed as such in a primary or secondary department, who is responsible for developing and implementing outstanding teaching practice and leadership with particular reference to the performance and quality of teachers in the School, or who is required to perform other duties (of comparable level including in the area of pastoral care) requiring a high level of professional expertise.
- (g) Co-ordinator '1' means a teacher appointed as such in a primary or secondary department who is:
  - i. responsible for the co-ordination of a program of work in an area of instruction or other activity;
  - or
  - ii. required to assist a Co-ordinator '2' in the performance of his / her duties; or
  - iii. required to perform other duties, as determined by the Principal.
- (h) Co-ordinator '2' means a teacher appointed as such in a primary or secondary department who is responsible to the Principal for the co-ordination of a program of work in an area of instruction or other activity:
- (i) Co-ordinator '3' means a teacher appointed as such in a primary or secondary department who is responsible to the Principal for:
  - i. the supervision of Co-ordinators '1' and '2' and Senior Teacher '2's; and/or
  - ii. the co-ordination and supervision of the academic program of the School in the secondary or primary departments or both; and/or
  - iii. the professional development of teachers at the School; and/or
  - iv. other duties as required by the Principal.

### 2. Conditions of Employment

Except as provided by this Agreement the conditions of employment will be in accordance with the Award.

### 3 Salaries and Allowances

3.1 This clause replaces clause 3.1 and clause 6.2 of the Award

3.2 The minimum annual rate of salary payable to full-time teachers in Schools shall be:

#### Salaries and Allowances

STEP A	\$ per annum (As at 31/5/93) B	\$ per annum C	\$ per annum D	\$ per annum E
<b>Teachers</b>				
1	21,896	22,334	22,647	22,987
2	23,317	23,783	24,116	24,478
3	24,871	25,368	25,723	26,109
4	26,159	26,682	27,056	27,462
5	27,580	28,132	28,526	28,954
6	29,001	29,581	29,995	30,445
7	30,422	31,030	31,464	31,936
8	31,844	32,481	32,936	33,430
9	33,264	33,929	34,404	34,920
10	34,686	35,380	35,875	36,413
11	36,107	36,829	37,345	37,905
12	37,528	38,279	38,815	39,397
13	38,950	39,729	40,285	40,889
ST1 *	40,180	40,984	41,558	42,181

3.3 The minimum allowances payable to full time teachers occupying the positions set out below shall be:

<b>Positions of Special Responsibility</b>				
ST2	1,845	1,882	1,908	1,937
Coord 1	1,845	1,882	1,908	1,937
Coord 2	3,690	3,764	3,817	3,874
Coord 3		5,646	5,725	5,811

3.4 The minimum allowance payable to full time teachers in Special Schools shall be:

<b>Teachers in Special Schools</b>				
Teacher	1,198 (5.87 per day)	1,222 (5.99 per day)	1,239 (6.07 per day)	1,258 (6.16 per day)
Principal Tchr	187 per tchr (974 pa max)	191 per tchr (993 pa max)	194 per tchr (1,007 pa max)	197 per tchr (1,022 pa max)

3.5 The minimum allowances payable to Deputy Principals shall be:

Enrolment		\$ per annum as at 31-06-93	\$ per annum	\$ per annum	\$ per annum
A		B	C	D	E
<b>Deputy Principals</b>					
Deputy Principal (Secondary)	201 to 300	8,200	8,364	8,481	8,608
	301 - 600	9,225	9,410	9,542	9,685
	601 - 900	10,250	10,455	10,601	10,760
	901+	11,275	11,501	11,662	11,837
Deputy Principal (Primary)	201 to 250	6,253	6,378	6,467	6,564
	251 - 400	7,175	7,319	7,421	7,532
	401 - 600	8,200	8,364	8,481	8,608
	601 - 800	9,225	9,410	9,542	9,685
	801+	10,250	10,455	10,601	10,760

3.6 The dates of effect of the rates in columns C, D and E will be the first pay period commencing on or after the following dates:

C: = 1st June 1993  
 D: = 11th October 1993  
 E: = 1st April 1994

#### 4 Promotions Positions

4.1 This Clause replaces Clause 2(z) and Clauses 6.1, 6.3, 6.4 and 6.5 of the Award.

##### 4.2 Establishment of Positions

###### (a) Deputy Principal

The position of deputy principal must be established:

- i. where the enrolment of the whole School exceeds 200, or
- ii. if the primary and secondary sections of the School are located at different sites and staff and curriculum support is conducted separately, where the enrolment in a section exceeds 200.

###### (b) Positions of Responsibility

- i. Each School may establish positions to meet its managerial needs and determine the title of each position.
- ii. Subject to paragraphs (iii) and (iv) a School must create the minimum number of Positions of Special Responsibility determined by the number of points applicable to that School as set out in table in clause 4.2(c) and clause 5.2.
- iii. In a secondary department a Co-ordinator 2 position must be established where the teaching hours of a program of work in an area of instruction or activity as determined by the School (eg. subject or key learning area) exceeds 2,000 hours per annum, or where the position has other duties (of a comparable level) as determined by the Principal
- iv. In determining an area of instruction, an employer may aggregate two or more subjects to comprise an area of instruction, provided that the total hours of aggregated instruction in an area of instruction that involves more than one subject, shall not exceed 4,000 teaching hours per annum.

## (c) Positions of Special Responsibility - Points Tables.

The points applicable to a department shall be established according to the following tables.

Primary Departments					
Classes	Points	Classes	Points	Classes	Points
1	0	10	3	19	6
2	0	11	3	20	6
3	0	12	3	21	6
4	1	13	4	22	7
5	1	14	4	23	7
6	1	15	4	24	7
7	2	16	5	25	8
8	2	17	5	26	8
9	2	18	5	27	8

Note Primary Departments with enrolments between 101 and 200: see clause 5.2

Secondary Departments					
Classes	Points	Classes	Points	Classes	Points
1	0	20	13	39	26
2	1	21	14	40	27
3	2	22	15	41	28
4	2	23	15	42	28
5	3	24	16	43	29
6	4	25	17	44	30
7	4	26	17	45	31
8	5	27	18	46	31
9	6	28	19	47	32
10	6	29	20	48	33
11	7	30	20	49	33
12	8	31	21	50	34
13	8	32	22	51	35
14	9	33	22	52	35
15	10	34	23	53	36
16	11	35	24	54	37
17	11	36	24	55	37
18	12	37	25	56	38
19	13	38	26	57	39



#### 4.3 Minimum Number of Positions

In establishing the minimum number of positions required to be established under paragraph 4.2(b)ii, each PSR established by a School has a points value as follows:

Points Value Table

Position	Points
Senior Teacher 2	1
Coordinator 1	1
Coordinator 2	2
Coordinator 3	3

#### 4.4 Allowances

- (a) The allowance for promotional positions applicable to these levels set out in clause 3.3 shall be in addition to the salary applicable to the appointee, but shall be no less than Step 9 (secondary) and Step 7 (primary).
- (b) The allowance for the Deputy Principal position set out in clause 3.5 shall be in addition to the salary applicable to the appointee, but that salary shall be no less than Step 9 (secondary) and, subject to table 4.2(c) and clause 5.2, Step 7 (primary).

#### 4.5 Acting Appointments

If an employer appoints a teacher to act in a Promotions Position for at least ten consecutive school days, the employer must pay the teacher the rate of allowance prescribed for that position.

### 5 Savings and Transitional Provisions

5.1 Subject to the succeeding paragraphs Schools must establish not less than the number of promotions positions required under clause 4.

5.2 (a) A primary department with enrolments of between 101 and 200 which was required under the Award to appoint a Deputy Principal :

i. must either continue the appointment of the Deputy at the allowance rate (see clause 3.5) for a school with enrolments between 201 and 250

or

ii. should the position of Deputy Principal become vacant

A. make an appointment of a Deputy Principal as a position attracting 3 points,

or

B. establish other positions to a total value of 3 points and

iii. need not appoint a teacher to hold a PSR under clause 4.2(c).

(b) The ITA acknowledges that the AIS considers that the mandatory provision of a Deputy Principal position or three points in Primary Departments with enrolments of less than 201 is unwarranted and that the AIS will seek to have it deleted when this agreement ceases.

5.3 If the points for Positions of Special Responsibility are less in this Agreement than under the present Award (on the basis that a Co-ordinator equals 2 points), the School may not reduce the total number of these positions other than when a position is vacated. A teacher cannot be removed from a position in order to affect this change.

5.4 (a) If a School in the course of restructuring its management as a result of the flexibility provided by this Agreement, abolishes a position attracting a higher rate of pay than the new position (or positions) offered which replace the vacated position, the School must continue to pay the incumbent of the vacated position an amount equal to the salary and allowance to which that

teacher was entitled under this Agreement, at the rate applicable under this Agreement when the position was abolished. This rate of pay shall remain fixed until the rate payable to the teacher in the new position reaches this level.

- (b) A teacher who was occupying a vacated position must not refuse appointment to any new PSR which is offered by the School without good and substantial reasons. If such a position is available and a teacher declines to accept it without good and substantial reasons the School may deduct the allowance which would have been attracted by the new position from the amount equal to the salary and allowance which has been fixed under paragraph 5.4(a).

5.5 (a) This agreement contemplates a significant change from the provisions in the Award which relate to:

- i. the calculation of the number of PSRs which a School must establish, and
- ii. give Schools some flexibility in creating those positions which suit their particular needs.

- (b) The parties consider that the concept of basing PSRs on the number of Classes at a School rather than on pupil enrolments is likely to achieve a better measure of the number of PSRs that a School must appoint. However the Parties also acknowledge that a number of other factors need to be taken into account when determining the management structure of a School including pupil numbers, courses offered and activities undertaken.

- (c) If management problems occur at a School, arising out of these changes, the ITA may raise the matter with the AIS and the Parties and the relevant School must negotiate in good faith to achieve a solution.

## 6 Disputes and Grievance Procedures

6.1 The parties agree that subject to the provisions of the Industrial Relations Act 1991, all grievances, claims or disputes shall be dealt with in the following manner so as to ensure the orderly settlement of the matters in question:

6.2 Any grievance or dispute which arises shall, where possible, be settled by discussion between the teacher and the Principal or his / her nominee in accordance with any procedures that have been adopted by the School.

6.3 If no agreement is reached, and if the teacher seeks assistance from the ITA or another person, the matter will be referred to the AIS by the ITA or that person and shall be dealt with in accordance with the AIS / ITA agreement (see Attachment A.)

6.4 Should the matter still not be resolved, it may be referred by either party to the NSW Industrial Relations Commission for settlement.

Signed for and on behalf of  
The Association of Independent Schools of NSW Ltd  
in the presence of

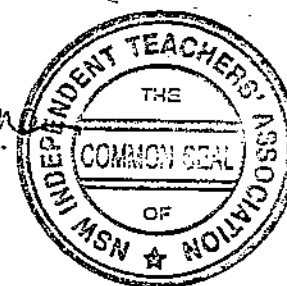
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Signed for and on behalf of  
The NSW Independent Teachers Association  
in the presence of

) *[Signature]*  
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## Attachment A AIS/ITA Dispute Settlement Procedure

### 1. UNDERLYING PRINCIPLES

The Association of Independent Schools and the Independent Teachers' Association each have responsibilities toward their respective members which are recognised and respected. The two organisations also have a number of interests in common. These include the recognition and acceptance of the following:

- A. The quality and public perception of Independent Schooling is of significance and both recognise that there is mutual responsibility to protect, promote, develop and enhance this sector of schooling in NSW.
- B. There is mutual benefit to their memberships in there being a working relationship between the two organisations which is built on professional attitudes and clearly established and recognised procedures.
- C. The individuality and authority of each Independent School, as well as the individuality and rights of each staff member.
- D. The attitudes and interests in common include:
  - i. An interest in helping to maintain a working environment in which quality education can be provided in a manner consistent with the School's Aims and Objectives and its philosophy.
  - ii. A common view that quality education is most likely to be provided where there is recognition, encouragement and support for the professional attitudes rights and growth of teachers as well as for their personal needs and development and the industrial rights of all parties.
- E. The right of employee(s) and the employer(s) to seek assistance and advice from their respective Associations.

### 2. OPERATIONAL PROCEDURES BETWEEN THE AIS AND THE ITA

The right of each organisation to deal with its members<sup>o</sup> as it sees fit notwithstanding, it is agreed that the following will be the general principles upon which each organisation will approach the attempts to resolve difficulties that have not been resolved by direct discussion between the employer and employee concerned.

- A. Both organisations recognise that it is generally preferable for perceived problems to be discussed between the teacher and the Principal of the school concerned with a view to resolving the matter and that it is only when the normal employer employee process does not achieve a mutually satisfactory result that it is appropriate for the matter to be discussed formally between the AIS and the ITA. This does not preclude earlier informal discussions where appropriate nor does it preclude discussion between the ITA and its members in a school as to the most appropriate method of resolving a problem.
- B. The ITA undertakes to refer to the AIS matters in which it seeks information from an Independent School or to discuss the matters that are of concern to its members and to do this wherever possible before encouraging school staff and ITA chapters to pass resolutions about the matter.
- C. The AIS undertakes to respond by seeking discussions with the school to ascertain its wishes as to how (and where necessary through whom) it wishes to proceed in dealing with the matter and to advise the ITA of the school's decision.
- D. The steps that will then follow will be determined to suit the particular matter but in general can be expected to be as follows:  
The AIS and ITA will discuss the matter with a view to:
  - a. identifying the facts of the matter to ensure that it is not misunderstandings that have created the problem;
  - b. clarifying the issues and wishes of each of those involved;
  - c. exploring the options that appear to be available;
  - d. where possible, assisting the parties to arrive at a mutually satisfactory solution;
  - e. nothing in the above diminishes the right of either party to refer any matter to the Industrial Commission.
- E. As a general rule the school, the teacher (s) and both Associations will maintain confidentiality to ensure that the dignity of the teacher(s), the school and its personnel are maintained wherever possible.

The AIS and ITA will, where deemed advisable, prepare sufficient documents to confirm the agreement and assist in its implementation.