

ENTERPRISE AGREEMENT

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SCHOOL ADMINISTRATIVE STAFF

AND

TEACHERS AIDES

HOLSWORTHY PUBLIC SCHOOL

ENTERPRISE AGREEMENT

1992



NEW SOUTH WALES DEPARTMENT OF SCHOOL EDUCATION

SCHOOL ADMINISTRATIVE STAFF AND TEACHERS AIDES ENTERPRISE AGREEMENT 1992

This Agreement is between the:

DIRECTOR-GENERAL OF SCHOOL EDUCATION

AND

SCHOOL ADMINISTRATIVE STAFF AT HOLSWORTHY PUBLIC SCHOOL

BO
et. al.
K.W.

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1. INTENTION OF PARTIES

The parties agree that this Agreement:

- Is made under the Industrial Relations Act 1991 and is in lieu of all prior agreements, determinations or awards covering the employees.
- Regulates the salaries and conditions of employees who assist School Principals and teachers in the administrative and educational functions of public schools.
- Binds the parties for three years from the date of registration of this Agreement under the Industrial Relations Act 1991.
- Is in the interest of the parties and is not contrary to the public interest, unfair, harsh or unconscionable; and was not entered into under duress, and
- Will improve the productivity and efficiency of schools to such an extent as to justify in any way that it may fail to comply with the Commission's wage fixation principles.

2. OBJECTIVES

This Agreement has been developed to ensure the efficient organisation of schools, increase the flexibility and effectiveness of the use of resources, and establish new career structures and opportunities by:

- Encouraging mobility and multiskilling and establishing a common salary scale for unpromoted employees;
- Establishing skill related career paths and promotions opportunities in which rewards relate to the utilisation of skills facilitated by appropriate skill training and professional development opportunities;
- Attracting and retaining staff;
- Assisting the development of the skills of school staff by establishing a comprehensive training development program;
- Facilitating flexible school staffing; and
- Removing existing rigidities in the allocation of duties and giving the opportunity for all staff to perform a broader range of activities.

3. DEFINITIONS

- 3.1 "Department" means the Department of School Education.
- 3.2 "Director-General" means the Director-General of School Education who shall for the purpose of this Agreement be the employer.
- 3.3 "Employee" means a person employed under the Education (Ancillary Staff) Act or the Public Sector Management Act:
- a) In the classification of:
 - School Administrative Co-ordinator;
 - Senior School Assistant;
 - School Assistant;
 - b) As a:
 - Permanent; appointed on a permanent basis to a vacant established position for a regular period each week in the circumstances set out in Clause 11 and paid an annual salary or pro rata proportion of an annual salary depending on the regular hours worked;
OR
 - Temporary; employed on a temporary basis or to temporarily fill a permanent position for a regular period each week in the circumstances set out in Clause 11 and paid an annual salary or pro rata proportion of an annual salary depending on the regular hours worked;
OR
 - Casual, engaged for irregular periods or to relieve in the short term absence of permanent or temporary employees, and paid an hourly rate of pay.
- 3.4 "Junior" means an employee under the age of 21 years.
- 3.5 "Principal" means a person responsible for the educational leadership, management and efficiency of a school.
- 3.6 "School" means a Department school or other centre where instruction is provided to students and includes any place that is part of, or annexed to, the school.

4.2 Unpromoted permanent and temporary employees in individual classifications and on the common salary scale may, subject to this Agreement, progress by the following steps:

	ABORIGINAL EDUCATION ASSISTANTS	TEACHERS AIDES (S&P), BRAILLE TRANSCRIBER, SIGN INTERPRETER	SCHOOL ASSISTANTS/ TEACHERS AIDES (SPECIAL, ETHNIC, PRE-SCHOOL)
JUNIOR (All classifications)			
Step 1	13089		
2	15866		
ADULT			
Step 1	19354	16824	16824
2	19884	17496	17496
3	20722	18118	18118
4	20929	18666	18666
5	21442	19354	
6	22034		

B. THE SALARY RATES

4.3 The salary rates for unpromoted and promoted permanent and temporary employees:

- Include all allowances including for skills, and additional responsibilities, and compensation for annual leave and concessional leave but do not include First Aid, Climatic and Community Language Scheme allowances and reimbursements for actual expenses incurred and provided for in other agreements or determinations.
- Who are Aboriginal Education Assistants include compensation for all work undertaken outside their normal hours of duty whether on weekdays or on weekends.
- Who work less than the normal full-time hours for the classification will be paid a pro rata proportion of the salary of a full-time employee.
- Who are School Assistant shall commence on the fourth salary level on the common incremental salary scale.
- Occupying the positions of Senior Clerical Assistants where such a position is established at a school shall in the case of:

Grade 2 be	\$19354, and
Grade 3 be	\$19544

- Are School Administrative Co-ordinators where such a position is established at a school shall on appointment be Step 1 of the appropriate grade.

C. TRANSFER TO NEW SALARY RATES

4.4 Permanent or temporary employees in the following categories at the school shall immediately transfer onto a new full-time salary as follows:

TEACHERS AIDES (SEVERE & PROFOUND)				TEACHERS AIDES (SPECIAL, ETHNIC)			
CURRENT		NEW	NEXT	CURRENT		NEW	NEXT
p.h.	p.a.	p.a.	INCREMENT	p.h.	p.a.	p.a.	INCREMENT
Junior							
6.48	10566	13089	15866	6.37	10387	13089	15866
8.23	13420	15866		8.09	13191	15866	
Adult							
10.29	16779	16824	17496	10.11	16485	16824	17496
10.83	17659	18118	18666	10.39	16942	17496	18118
11.10	18099	18666	19354	10.83	17659	18118	18666
11.49	18735	19354		11.19	18246	18666	

TEACHERS AIDES (PRE SCHOOL)				BRAILLE TRANSCRIBER, SIGN INTERPRETER			
Junior							
6.09	9930	13089	15866	6.37	10387	13089	15866
7.73	12604	13089	15866	8.09	13191	15866	
Adult							
9.66	15751	16824	17496	10.11	16485	16824	17496
10.02	16338	16824	17496	10.39	16942	17496	18118
10.21	16648	17496	18118	10.83	17659	18118	18666
10.73	17496	18118	18666	11.19	18246	18666	19354

SCHOOL ASSISTANTS

ABORIGINAL EDUCATION ASSISTANTS

Junior

7.23	11789	13089	15866	7.50	12229	13089	15866
8.71	14202	15866		9.53	15539	15866	

Adult

10.48	17088	17496	18118	11.91	19420	19884	20722
10.73	17496	18118	18666	12.14	19796	19884	20722
10.83	17659	18118	18666	12.47	20333	20722	20929
10.92	17806	18666		12.71	20724	20929	21442
				13.05	21279	21442	22034
				13.40	21849	22034	

Note: Current hourly and annual rates excludes skill/additional responsibility allowances. The next salary increment is 12 months after the date of registration of agreement.

4.5 If an existing employee's current total take home pay (i.e. wages plus allowances other than First Aid, Climatic and Community Language Scheme), immediately prior to this Agreement, exceeded that of the nominated new unpromoted salary level, then the employee will immediately move onto the next higher salary level.

5. CASUAL EMPLOYEES RATES OF PAY

5.1 Subject to the transition hourly rates provisions for existing employees set out in sub-clause 5.3 the hourly rates of pay of casual employees in each classification shall, from the date of registration of this Agreement be as follows:

**ABORIGINAL TEACHERS AIDES
EDUCATION (S&P), BRAILLE
ASSISTANTS TRANSCRIBER,
SIGN INTERPRETER**

**SCHOOL ASSISTANTS/
TEACHERS AIDES**

ADULT

Step 1	13.65	12.34	11.87
2	14.02	12.78	12.34
3	14.61	13.16	12.78
4	14.76	13.65	13.16
5	15.12		
6	15.54		

JWH BJO
W.H.
XW

JUNIOR (All classifications)

Step 1 9.23
Step 2 11.19

5.2 The hourly rates of pay for casual employees:

- Include all allowances (except First Aid, Climatic and Community Language Scheme allowances), and compensation for annual/concessional and sick leave and for the casual/intermittent nature of the employment; and
- For Aboriginal Education Assistants in addition includes compensation for all work undertaken outside their normal hours of duty on weekdays and on weekends.
- Who are School Assistants shall for an adult on commencement be Step 2 on the adult hourly rate scale for School Assistants.

5.3 All existing casual or part-time employees at the date of registration of this Agreement who continue to occupy a casual position shall be transferred onto the equivalent incremental step to their present position and earn the new hourly rates of pay as follows:

STEP	SCHOOL ASSISTANT		TEACHERS AIDES (SPECIAL, ETHNIC)		TEACHERS AIDES (PRE-SCHOOL)	
	New Hourly Rate	Next Increment	New Hourly Rate	Next Increment	New Hourly Rate	Next Increment
Junior						
1	9.23	11.19	9.23	11.19	9.23	11.19
2	11.19		11.19		11.19	
Adult						
1	12.34	12.78	11.87	12.34	11.78	12.34
2	12.78	13.16	12.34	12.78	11.78	12.34
3	12.78	13.16	12.78	13.16	12.34	12.78
4	13.16		13.16		12.78	13.16

STEP	TEACHERS AIDES (SEVERE & PROFOUND)		BRAILLE TRANSCRIBERS SIGN INTERPRETERS		ABORIGINAL EDUCATION ASSISTANTS	
	New Hourly Rate	Next Increment	New Hourly Rate	Next Increment	New Hourly Rate	Next Increment
Junior						
1	9.23	11.19	9.23	11.19	9.23	11.19
2	11.19		11.19		11.19	
Adult						
1	11.87	12.34	11.87	12.34	14.02	12.34
2	12.78	13.16	12.34	12.78	14.02	12.34
3	13.16	13.65	12.78	13.16	14.60	12.78
4	13.65		13.16	13.65	14.75	15.12
5					15.12	15.54
6					15.54	

- 5.4 If an existing employee's current total hourly rate of pay (i.e. wages plus allowances other than for First Aid, Climatic and Community Language Scheme), exceeds that of the nominated new unpromoted hourly rate, then the employee will immediately move onto the next higher step.

6. NEW PROMOTION POSITIONS

- 6.1 In lieu of the positions of Senior Clerical Assistant and other existing positions the following new promotion positions may be introduced in each school on the basis of the schools student numbers.

NO. OF PROMOTION POSITIONS

STUDENT NOS. BANDS	SENIOR SCHOOL ASSISTANT		SCHOOL ADMINISTRATIVE CO-ORDINATOR	
	Gd1*	Gd2*	Gd1	Gd2
0-50	.2			
51-300	1.0			
301-500		1.0		
501-700	1.0		1.0	
701-900	1.0	1.0	1.0	
901-1200	1.0	1.0		1.0
1200+	2.0	1.0		1.0

* Gd1 and Gd2 means Grade 1 and Grade 2

- 6.2 In addition to the number of promotion positions to be introduced into a school under sub-clause 6.1, in a School for Specific Purposes, for every five full-time (or its equivalent) Teachers Aides (Special) one of the positions will be at the level of Senior School Assistant Grade 1.
- 6.3 The selection procedures applying to the initial introduction of the new promotion positions are set out in **Attachment 1**.
- 6.4 The appeal procedures in relation to promotion positions are set out in **Attachment 2**.
- 6.5 A Monitoring Committee will be established in each of the Department's regions to review operation of the initial introduction of the new promotion positions.
- 6.6 Where an employee following the initial introduction of the new promotion positions is seeking a transfer then the procedures that will operate will be in terms of **Attachment 3**.

7. TRAINING AND STAFF DEVELOPMENT

- 7.2 A program (in terms of **Attachment 4**) of staff development for School Administrative and Teaching Aide Staff will be introduced to support the implementation of this Agreement.
- 7.1 There will be a performance review scheme established in terms of **Attachment 5**.

8. SALARY - ANNUAL REVIEW

- 8.1 After a period of one year from the date of registration of this Agreement, the annual salaries and hourly rates of pay set out in clauses 4 and 5 will be reviewed by the Director-General having regard to any decision of the New South Wales Industrial Relations Commission in a State Wage Case provided that any conditions established by such decision are complied with.

- 8.2 The parties agree that for the purpose of assessing the effective working of this Agreement that they will formally confer within twelve (12) months from the date of registration of this Agreement.
- 8.3 Any variation of this Agreement will be made in compliance with S.125 of the Industrial Relations Act 1991.

9. CALCULATION OF SERVICE

If it is necessary to calculate years of continuous service, the following periods shall not be taken into account:

- Any period during which an employee is not eligible for salary progression by reason of failure to satisfy any condition attaching to progression under this Agreement including failure to satisfy any required examination or test.
- Any period when progression from one salary level to another is refused by the Director-General.
- Any leave of absence without pay exceeding five consecutive days, and
- Any period necessary to give full effect to a reduction in salary imposed under the provisions of the Education (Ancillary Staff) Act 1987 or the Public Sector Management Act 1989.

10. SALARY PAYMENTS AND PROGRESSION

- 10.1 An employee shall be entitled to progress along or be maintained on the unpromoted common salary scale for permanent or temporary positions; the hourly rates of pay for casual positions; or where applicable the salary levels for a promotion position, subject to the employee's continuing satisfactory performance.
- 10.2 Aboriginal Education Assistants progression along the salary levels or hourly rates steps is also dependent upon completion of a training program approved by the Director-General provided that:
- Progression beyond the 4th step (10th common salary level) will only occur if the Assistant has successfully completed the second year of the program or its equivalent, and
 - Progression to the 6th step (12th common salary level) will only occur if the Assistant has successfully completed the third year of the program or its equivalent.

- 10.3 All payments to employees will be made by way of electronic funds transfer and will be paid on a fortnightly basis.
- 10.4 Any overpayment will be processed in terms of the procedures set out in **Attachment 6**.

11. APPOINTMENTS

- 11.1 The Director-General shall determined the:
- Minimum qualifications, vocational and/or industrial experience and training required for appointment as an employee.
 - Procedures for appointment of employees.
 - Confirmation of a permanent employee's appointment after a probationary appointment of one year; and
 - Promotion procedures.
- 11.2 Permanent appointments may be made to established positions in which the appointee is engaged for a regular period each week:
- Within the range 0.1 EFT (Effective Full-Time position) to 1.0 EFT, and
 - Which are funded by recurrent State or Commonwealth funds.
- 11.3 Temporary appointments can be made to positions in which the employee is engaged for a regular period each week:
- Within the range 0.1 EFT (Effective Full-Time position) to 1.0 EFT, and
 - To fill positions:
 - For fixed periods where it has been established for a limited period such as under State Specific Purpose Activities;
 - To cover a long term absence of a permanent employee;
 - Under a flexible staffing scheme, special staffing schemes or programs and
 - Under programs funded by non recurrent funding allocations such as the Commonwealth Specific Purpose Programs, e.g.

12. HOURS OF WORK

- 12.1 All full-time employees shall work a minimum of 31.25 hours per week during school time provided that:
- School Assistants working in libraries who were specifically covered by a 1988 agreement may continue to elect to work an extra 5 hours per week provided that these hours are within the existing entitlement and paid for out of existing school budget allocations.
 - Where such positions are established at schools, School Administrative Co-ordinators and Senior School Assistants Grade 2 shall work 35 hours per week.
- 12.2 All full-time employees shall work five days per week and a minimum of 6.25 (31.25 hour week) or 7 (35 hour week) hours per day. However by agreement between the Principal and the employee the actual time the hours are worked on any day can be varied provided that they are between 7 a.m. and 6 p.m.
- 12.3 The actual hours worked by an employee in any week may, on agreement between the school Principal and the employee, be averaged over a period of 4 weeks.
- 12.4 Leave in lieu may be granted as compensation for weekend work or work out of the bandwidth hours as agreed in sub-clause 12.2.
- 12.5 Nothing in this Agreement requires an employee to work a number of ordinary working hours in excess of 40 hours per week, averaged over a 52 week period.

13. SCHOOL YEAR AND ANNUAL LEAVE

- 13.1 All full-time employees shall work a minimum of all school days throughout the calendar year provided that in addition:

- School Administrative Co-ordinators shall work additional weeks so their minimum working year is of 44 weeks inclusive of public holidays.
- 13.2 All employees shall be entitled to 4 weeks annual leave. Employees shall take this leave and any additional leave, that is granted as concessional leave, during school vacations.

14. DUTIES AS DIRECTED AND MULTI-SKILLING

- 14.1 **Attachment 7** sets out the Statements of Duties for each classification of employee.
- 14.2 A working party shall be established to develop guidelines (and make recommendation to the Director-General) relating to the performance of the duties and responsibilities of Teachers Aides (Special).
- 14.3 The Director-General, his/her delegate, nominee or representative may:
- Consistent with maintaining a safe and healthy working environment in addition to the duties set out in Attachment 7:
 - Direct an employee to carry out such other duties as are within the limits of the employee's skill, competence and training; and
 - Direct an employee to carry out such duties and use such tools, materials and equipment as may be required.
 - Without any reduction in income:
 - Permit employees to participate in appropriate job rotation programs which enable them to gain expertise in a range of functions and activities; and
 - Require employees to work for periods in other schools or elsewhere in the Department.
- 14.4 Neither party will unreasonably withhold their consent to any arrangement that could provide greater efficiency or flexibility in a school's organisation. In addition employees:
- May be required to perform a wider range of duties including work which is incidental or peripheral to their main task or functions.
 - Shall perform such work as is reasonable and lawfully required of them.

- Shall comply with all reasonable requests to transfer.
- Shall not impose any restrictions on the review of work methods or procedures.

15. DISPUTE AND GRIEVANCE RESOLUTION PROCEDURES

15.1 The aim of these procedures are to ensure that:

- During the life of this Agreement, industrial disputes or disagreements involving employees, and grievances involving individual employees are prevented, or settled as quickly as possible; and
- That the prevention and settlement process is such that it facilitates the resolution of disputes and grievances as close to the school or work place as possible.

15.2 An individual grievance relates to an action taken by the employer that disadvantages the employee in relation to:

- (a) A question, dispute or difficulty concerning the interpretation, application or operation of the Agreement; or
- (b) An allegation of discrimination in employment within the meaning of the Anti-Discrimination Act 1977 or of other unfair conduct by the employer.

An industrial dispute or disagreement involving employees relates to questions, disputes or difficulties concerning the interpretation, application or operation of the Agreement.

15.3 Where an individual grievance arises or an industrial dispute arises, or is considered likely to arise, the following steps are to be followed:

Step 1 In the case of a grievance the employee will notify his/her supervisor orally or in writing:

- Clearly indicating the substance of the grievance;
- Identifying the precise remedy sought; and
- Requesting a meeting to discuss the grievance.

In the case of a grievance alleging discrimination or unfair conduct by the employee against his/her immediate supervisor the employee may notify the grievance to another member of the school's executive/supervisory staff.

- Step 2 On receipt of the notification of a grievance or when an industrial dispute arises, or is anticipated to arise:
- In the first instance, the matter will be discussed between the employee(s) and the supervisor within a period of two days (unless this is impracticable), or
 - In the case of a grievance alleging discrimination or unfair conduct by the employee against his/her immediate supervisor the employee may request that the discussion take place with another member of the school's executive/supervisory staff. Such discussion to take place within a period of two days (unless this is impracticable).
 - If the matter remains unresolved, then
- Step 3 The matter will be discussed between the employee(s), the supervisor and the School Principal who, in the case of disputes or grievances arising from matters delegated by the Director-General to the school for final resolution, may determine the matter.
- In this process the Principal may seek the advice, or assistance in mediation, of the appropriate Cluster Director.
- If after a period of one week the matter remains unresolved, then Step 4 will apply.
- Step 4 In the case of disputes or grievances arising from matters delegated by the Director-General to schools for final resolution:
- By agreement between the employee(s) and the school Principal the matter may be referred to an independent person,
 - Who shall determine a solution for the grievance or dispute within a period of one week.
- Step 5 In the case of disputes or grievances arising from matters delegated by the Director-general to the Assistant Director-General (Region) for final resolution:
- The matter will be referred to the appropriate Assistant Director-General (Region) or the Director of Human Resources as appropriate.
 - In this process the Assistant Director-General (Region) or the Director of Human Resources

may consult with other parties at a regional, cluster and school level.

Step 6 In the case of disputes or grievances arising from all other matters, the matter will be referred to the Deputy Director-General (Resources) or Director, Personnel and Employee Relations as determined by the Director-General.

15.4 The parties agree to exhaust this process before initiating any avenues otherwise provided for under the Industrial Relations Act or other Act.

15.5 In the case of a grievance the employer:

- Shall provide a response to the employee's grievance, and
- If the matter has not been resolved provide reasons for not implementing any proposed remedy. Such reasons could indicate that the allegation was without substance.

15.6 In the resolution of a dispute or grievance the employee(s) may, if he/she or they so decide, be represented (or have in attendance) in the process set out in Clause 15.3:

- (a) In Step 3 the school representative of an industrial organisation of employees.
- (b) In steps 4, 5 and 6 a regional or state-wide representative of an industrial organisation of employees.

15.7 While a dispute or grievance is in the course of resolution under these procedures, normal work will continue and there will be no industrial activity.

THIS AGREEMENT IS MADE AT
1992.

Sydney

ON THE *24th* DAY OF *November*

Ken Borlase

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DIRECTOR-GENERAL OF SCHOOL EDUCATION

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WITNESS

Bj Delaney

L. W. H. G.

et. Maloney

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WORKS COMMITTEE MEMBERS OR EMPLOYEES

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