

# ENTERPRISE AGREEMENT

NO: E.A. 453 /1994

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**CHIEF EDUCATION OFFICERS**

**ENTERPRISE AGREEMENT**

**PART A**

**1. ARRANGEMENT**

<b>Clause No.</b>	<b>Subject Matter</b>
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1.	Arrangement
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## 2. INTRODUCTION

- 2.1 This agreement establishes the conditions of employment, including salaries, of Chief Education Officers.
- 2.2 The parties to the agreement are the Department and the Institute.
- 2.3 The parties will support Chief Education Officers by:
- (a) providing clear lines of communication on matters affecting individuals and their work;
  - (b) developing individual and collective talents;
  - (c) promoting cooperation and teamwork;
  - (d) recognising individual and team contributions; and
  - (e) promoting career planning and development.
- 2.4 This agreement aims to assist the Department and Chief Education Officers in pursuing the goal of continuous quality improvement by:
- (a) supporting schools in delivering quality teaching and learning, in reporting to parents and ensuring community participation, and in making schools happy and safe places;
  - (b) facilitating teaching and learning processes which will improve student opportunities and outcomes;
  - (c) improving organisation wide productivity and efficiency;
  - (d) assisting and accelerating cultural change in the workplace towards greater participation and flexibility;
  - (e) promoting better and more satisfying jobs;
  - (f) developing and pursuing constructive changes aimed at improving teaching and learning in schools on a co-operative continuing basis by using a consultative approach;
  - (g) maintaining essential standards of employment conditions;
  - (h) providing certainty, stability and equity in salaries and conditions arrangements for the period of the agreement;

- (i) laying a foundation for further workplace improvement through a commitment to improved teaching and learning in schools, greater customer focus, commitment to quality service and to joint development of performance measures;
- (j) enhancing the opportunities of Chief Education Officers for career progression and mobility; and
- (k) improving the effectiveness of the Department.

2.5 This agreement also serves as the basis for moving towards a single service within the Department.

### **3. DEFINITIONS**

- 3.1 "Act" means the Teaching Services Act 1980
- 3.2 "Chief Education Officer" means a person appointed as such by the Director-General under the Act.
- 3.3 "Department" means the Department of School Education.
- 3.4 "Director-General" means the Director-General of School Education.
- 3.5 "Institute" means the Institute of Senior Education Administrators.

### **4. QUALIFICATIONS**

- 4.1 The parties agree that the qualification requirements of positions should accurately reflect their requirements and should conform with equal employment opportunity principles.
- 4.2 The qualification requirements of positions will be reviewed by the Department from time to time, in consultation with the Institute, in the following circumstances:
  - 4.2.1 during job redesign;
  - 4.2.2 during the evaluation of a position;
  - 4.2.3 upon request by a Chief Education Officer or by either party to this agreement.

## 5. SALARIES AND OTHER REMUNERATION

5.1

Subject to the provisions of the Act and to the regulations made thereunder, and to this agreement, the rates of pay contained in this clause take effect on and from the date of registration. Employees covered by this agreement at the date of registration will be paid the rate of pay in accordance with this clause on and from 1 January 1994, 1 July 1994 and 1 July 1995 or the date of employment whichever is the later.

5.1.1 the annual salary of Chief Education Officers shall from 1 January 1994 be:

Chief Education Officer	
	Per annum \$
1st salary step	59 876
2nd salary step	61 228
3rd salary step	65 204
4th salary step	66 538
5th salary step	68 019

5.1.2 the annual salary of Chief Education Officers shall from 1 July 1994 be:

Chief Education Officer	
	Per annum \$
1st salary step	61 672
2nd salary step	63 065
3rd salary step	67 160
4th salary step	68 534
5th salary step	70 060

5.1.3 the annual salary of Chief Education Officers shall from 1 July 1995 be:

Chief Education Officer	
	Per annum \$
1st salary step	63 522
2nd salary step	64 957
3rd salary step	69 175
4th salary step	70 590
5th salary step	72 162

- 5.2 The salaries payable under sub clause 5.1 include remuneration for all incidents of employment other than:
- i) Annual leave loading
  - ii) Travel or subsistence allowances
  - iii) Allowances in relation to relocation expenses
- 5.3 Persons appointed as Chief Education Officers after the date of signing of this agreement will, unless the Director-General otherwise approves, be appointed at the first salary step.
- 5.4 Performance pay above the salary level set out in sub clause 5.1 at which the officer is appointed may be determined from year to year by the Director-General. All entitlements will be determined at the rate of the salary paid to an officer inclusive of any performance pay paid from year to year.
- 5.5 The parties agree to establish a working party, comprising two representatives of each party, to consider and make recommendations on the implementation of performance pay as set out in sub clause 5.4 within six months after the signing of this agreement.

## **6. CONDITIONS OF EMPLOYMENT**

- 6.1 The provisions of this agreement prevail over the provisions of any award, industrial agreement, public sector agreement, determination of the Education Commission or the Industrial Authority or order of the Industrial Relations Commission of NSW which deal with the same matters in so far as they purport to apply to a Chief Education Officer bound by this agreement.
- 6.2 Chief Education Officers may negotiate with their supervisors for patterns of working hours which meet both the needs of the Department and the personal circumstances of individual Chief Education Officers.
- 6.3 A condition of work will be varied only where the parties and each of them have endorsed a recommendation made by any of the working parties established under this agreement, or otherwise according to law.
- 6.4 For the purposes of determining leave entitlements, the Department will recognise service of officers temporarily appointed to other organisations listed in Schedules 1, 2 and 3 of the Public Sector management Act 1988.
- 6.5 The conditions of employment of Chief Education Officers are set out in Schedule 1 of Part B of this agreement.

## **7. PROFESSIONAL AND CAREER DEVELOPMENT**

- 7.1 The parties confirm a commitment to professional and career training and development for Chief Education Officers and to their obligation to maintain and update their professional skills for the benefit of students, staff and the Department.
- 7.2 The Department in consultation with the Institute and the Chief Education Officers concerned will develop a training plan(s) to provide for the professional development and career needs of Chief Education Officers.
- 7.3 The training plan(s) will take into account the career and development needs identified through the performance management process outlined in Clause 8. This will not preclude the inclusion of other agreed identified needs.
- 7.4 The Department is committed to providing access to and support for professional and management development training, and to enhancing the career mobility of Chief Education Officers.

- 7.5 Where a Chief Education Officer is required to undertake a professional development opportunity by the Department, the compulsory fees involved will be met by the Department. Where the professional development opportunity is voluntary the Department may, at its discretion, refund all or part of the compulsory fees incurred by Chief Education Officers approved to undertake training and professional development programs.

## **8. PERFORMANCE MANAGEMENT**

- 8.1 The objective of performance management is to enhance the performance of the Department and to support the professional development of Chief Education Officers. All Chief Education Officers need to understand the role, accountabilities and performance standards that are expected of them. All Chief Education Officers are entitled to feedback and constructive support to improve performance.
- 8.2 A performance management scheme will be developed jointly by the Department and the Institute and will:
- 8.2.1 take into account best practice of performance management schemes;
  - 8.2.2 be focused on facilitating the achievement of agreed objectives based on the Department's Strategic Plan as reflected in region's/directorate's management plans;
  - 8.2.3 use negotiated processes to decide on team and/or individual focus;
  - 8.2.4 recognise that team and/or individual objectives are the tasks which the team, or individual plans aim to achieve during the year;
  - 8.2.5 use negotiated processes for discussions between team leaders/supervisor(s) and staff member(s);
  - 8.2.6 use negotiated processes for agreed reporting on achievement of objectives;
  - 8.2.7 identify training needs to guide the provision of staff development to develop work related skills and career paths; and
  - 8.2.8 operate from 1 January 1995.
- 8.3 Current performance management schemes already in place in regions and directorates may continue in their present form pending finalisation of the development of a performance management scheme for all Chief Education Officers.

## 9 . DISPUTE AND GRIEVANCE RESOLUTION PROCEDURES

9.1 The aim of these procedures are to ensure that:

9.1.1 Industrial disputes or disagreements involving Chief Education Officers and grievances involving individual Chief Education Officers are prevented, or settled as quickly as possible; and

9.1.2 The prevention and settlement process facilitates the resolution of disputes and grievances as close to the work place as possible.

9.2 For the purposes of this clause:

9.2.1 a grievance relates to an action taken by the Director-General that disadvantages an individual Chief Education Officer in relation to:

9.2.2 a question, dispute or difficulty concerning the interpretation, application or operation of the agreement or other conditions of employment; or

9.2.3 an allegation of discrimination in employment within the meaning of the Anti-Discrimination Act 1977 or of other unfair conduct by the Director-General,

AND

9.2.4 an industrial dispute or disagreement involving a group of officers relates to questions, disputes or difficulties concerning the interpretation, application or operation of the agreement or other employment condition.

9.3 Step 1 - Workplace

In the event that a dispute/grievance arises the Chief Education Officer and/or Institute representative will raise the dispute/grievance with the supervisor as soon as practicable.

The supervisor will discuss the matter with the parties and address the matter within two working days either by way of an agreed resolution, or by negotiating an agreed method and timeframe for proceeding.

9.4 Step 2 - Directorate

Disputes/grievances not resolved satisfactorily in Step 1 will be referred to the appropriate Department director and Institute Officer or Secretary or nominee of the Institute.

The appropriate director will discuss the matter with the parties and an Institute officer and attempt to resolve the matter within three working days either by way of agreed resolution, or by negotiating an agreed method and timeframe for proceeding.

#### 9.5 Step 3 - State Office

Where Step 2 does not lead to resolution of the dispute/grievance, the matter will be referred to the Director-General or nominee and the Secretary of the Institute or nominee.

The parties will discuss the matter and attempt to resolve the matter within five working days either by way of agreed resolution or by negotiating an agreed method for proceeding.

#### 9.6 Step 4

Should step 3 not lead to an agreed resolution, then either party may refer the dispute/grievance to the Industrial Relations Commission.

In accordance with S.185(2)(c) of the Industrial Relations Act 1991, while a procedure is being followed, normal work must continue.

#### 9.7 Matters for interpretation may be referred to the Industrial Court at any time.

## **10. DUTIES AS DIRECTED**

10.1 The Director-General, his/her delegate, nominee or representative may direct a Chief Education Officer to carry out such duties as are within the limits of his/her skill, competence and training consistent with the classifications covered by this agreement and provided that such duties are not designed to promote deskilling.

10.2 Any directions issued by the Director-General pursuant to sub-clause 10.1 shall be consistent with the Director-General's responsibility to provide a safe and healthy working environment.

## **11. OCCUPATIONAL HEALTH AND SAFETY**

11.1 The parties acknowledge the obligations on both the Department and Chief Education Officers to create, maintain and promote a safe working environment in accordance with their obligations under the Occupational Health and Safety Act 1983 and the regulations made thereunder.

- 11.2 The Department has an obligation to ensure that appropriate management systems are in place to effectively manage health and safety issues, which include risk assessment and risk management and provision of relevant training.
- 11.3 All Chief Education Officers have an obligation to ensure that health and safety at the workplace is maintained and that staff, having undertaken relevant training, apply their training in the workplace and implement Departmental policies, programs and systems relevant to health and safety matters.

## **12. REDEPLOYMENT**

- 12.1 To allow greater flexibility to place a permanent Chief Education Officer displaced through organisational change or the regrading of a position the parties agree, subject to his/her personal and geographic considerations, to place the Chief Education Officer in:
- 12.1.1 another non school-based position under the Act of equal salary level for which the officer is qualified; or
  - 12.1.2 an appropriate school-based position having regard to the officer's experience and background.
- 12.2 In implementing sub clause 12.1.2, the Department will take into account the experience of the Chief Education Officer in both school based and non-school based positions, the salary level of the former Chief Education Officer position, and the salary levels and locations of appropriate vacant school based positions, including executive positions.
- 12.3 An officer of the Department temporarily appointed to the position of Chief Education Officer whose period of temporary appointment ceases will be placed in an appropriate position commensurate with the permanent position that the officer held prior to being temporarily appointed as a Chief Education Officer.

## **13. EQUAL EMPLOYMENT OPPORTUNITY**

- 13.1 The parties are committed to the continued implementation of Equal Employment Opportunity (EEO).

## **14. CLASSIFICATION STRUCTURE**

- 14.1 The parties agree on the desirability of developing a new classification structure for non school-based staff employed under the Act.

14.2 The parties agree that within 12 months from the operative date of this agreement, they will develop an agreed approach and procedures for establishing this new classification structure which will include:

14.2.1 an effective job evaluation methodology to evaluate the responsibilities and work carried out by Chief Education Officers;

14.2.2 establishing appropriate linkages and relativities with the classification structures for school-based staff, staff employed under the Public Sector Management Act 1988 and other non school-based staff employed under the Act, but recognising that other non school-based staff employed under the Act are covered by an enterprise agreement made between different parties than under this agreement;

14.2.3 a timetable for phasing in agreed arrangements; and

14.2.4 a method of transfer to the new classification.

## **15. AREA, INCIDENCE AND DURATION**

15.1 The enterprise for which this agreement is made is the NSW Department of School Education.

15.2 This agreement covers all Chief Education Officers employed by the NSW Department of School Education at the date of signing of this agreement.

15.3 The agreement will operate from the date of registration and will remain in force until 30 June 1996.

15.4 This agreement was freely entered into, without duress, by the Department and the Institute who support and endorse its contents.

15.5 The parties to this agreement undertake that for the period of the agreement they will not pursue any extra claims, except as allowed under the Industrial Relations Act 1991. This will enable the parties to raise items for discussion with a view to achieving mutually agreed variations during the life of the agreement.

## **16. NEGOTIATING THE NEXT AGREEMENT**

16.1 The parties agree to commence negotiations on a new enterprise agreement not later than three (3) months prior to the termination date of this agreement.

SIGNED by the  
DIRECTOR-GENERAL OF  
SCHOOL EDUCATION

on the *TWENTY FOURTH* day of *JUNE*

in the year *1994*

in the presence of

SIGNED by the  
PRESIDENT INSTITUTE OF SENIOR  
EDUCATION ADMINISTRATORS OF  
NEW SOUTH WALES

on the *TWENTY FOURTH* day of *JUNE*

in the year *1994*

in the presence of

*Ken Baker*

*Paul Irving*  
(Witness)

*Jan Jones*

**INSTITUTE OF SENIOR  
EDUCATIONAL ADMINISTRATORS  
OF N.S.W.**

*Paul Campbell*  
(Witness)

PART B

SCHEDULE 1

**EMPLOYMENT CONDITIONS**

Employment Condition	Entitlement
Adoption leave	<ul style="list-style-type: none"> <li>• Unpaid leave is available to all full-time CEOs adopting a child under 5 years of age.</li> <li>• A full-time CEO may be entitled to a maximum period of 6 weeks half pay leave.</li> <li>• Provisions contained in Teachers Handbook.</li> </ul>
Annual leave loading	<ul style="list-style-type: none"> <li>• Leave loading is an annual payment calculated on 17.5% of 4 weeks salary. Full payment where due is made when 2 weeks recreation leave is taken or as at 30 November.</li> <li>• Provisions are contained in the Public Service Personnel Handbook.</li> <li>• Leave loading paid at the CEO's salary rate.</li> </ul>
Higher Duties Allowance	<ul style="list-style-type: none"> <li>• As contained in Determination 26 and Section 1.6 of the Teachers Handbook with the exception that leave will only be paid at the higher rate of pay where leave is less than 5 days duration or where the leave is taken after 12 months relief duty has been completed.</li> </ul>

Employment Condition	Entitlement
Leave without pay	<ul style="list-style-type: none"> <li>• CEOs may be granted up to 3 years full or part time LWOP for a variety of reasons for one continuous absence.</li> <li>• Provisions contained in Public Service Personnel Handbook.</li> <li>• LWOP will not be granted during a temporary appointment to a CEO position unless special circumstances exist.</li> </ul>
Long service / extended leave	<ul style="list-style-type: none"> <li>• 2 months after 10 years net service 15 calendar days for every year thereafter.</li> <li>• Provisions contained in Teachers Handbook. Unless special emergent circumstances exist, the taking of long service leave during a temporary appointment may need to be negotiated for a mutually convenient time.</li> <li>• Leave will be paid at the CEO's salary rate for that portion of the leave that falls within the period of the CEO's appointment.</li> </ul>
Maternity leave	<ul style="list-style-type: none"> <li>• 12 months unpaid leave is available to CEOs who become pregnant.</li> <li>• A CEO who has completed 40 weeks continuous service prior to the anticipated confinement date is eligible for 6 weeks full pay before the anticipated confinement date and 6 weeks half pay after the anticipated confinement date.</li> <li>• A maximum of 2 years part time leave may be available.</li> <li>• Provisions contained in Teachers Handbook.</li> </ul>

Employment Condition	Entitlement
Military leave	<ul style="list-style-type: none"> <li>• May be granted to volunteer part time members of the defence forces reserves.</li> <li>• Leave is on full pay subject to entitlements contained in the Public Service Personnel Handbook.</li> </ul>
Part time employment	<ul style="list-style-type: none"> <li>• Non-school based teaching service CEOs have access to the following categories of part time employment               <ul style="list-style-type: none"> <li>- permanent part time work</li> <li>- part time maternity leave</li> <li>- part time leave without pay</li> </ul> </li> <li>• Provisions contained in the Teachers Handbook.</li> </ul>
Paternity leave	<ul style="list-style-type: none"> <li>• Unpaid leave is available on a full or part time basis which is not taken concurrently with the partner's maternity or adoption leave</li> <li>• Provisions contained in the Teachers Handbook.</li> </ul>
Recreation leave	<ul style="list-style-type: none"> <li>• 4 weeks recreation leave (5 weeks western division) per annum.</li> </ul>
Short leave	<ul style="list-style-type: none"> <li>• Maximum of 2.5 days during first 12 months service.</li> <li>• After 12 months service, a maximum of 5 days in any period of 2 years.</li> <li>• Leave is cumulative at rate of 1 day per year less leave taken.</li> <li>• Provisions are contained in Public Service Personnel Handbook.</li> </ul>

Employment Condition	Entitlement
Sick leave	<ul style="list-style-type: none"> <li>• Upon temporary appointment to a CEO position, public sector sick leave conditions will apply. However, if the public sector leave entitlement is exhausted the employee can access the teaching service cumulative leave entitlement.</li> <li>• Upon permanent appointment to a CEO position, public sector sick leave conditions will apply. However the teaching service cumulative sick leave entitlement is immediately credited to the CEO's leave balance.</li> </ul>
Subsistence Allowances	<ul style="list-style-type: none"> <li>• CEOs who have prior approval and are travelling inside Australia on official business may claim meal and accommodation expenses.</li> <li>• The provisions are contained in Determinations 7, 23, 24 &amp; 28 as published from time to time in the Education Gazette.</li> </ul>
Special leave	<ul style="list-style-type: none"> <li>• Conditions listed in Public Service Personnel Handbook apply.</li> </ul>
Study assistance	<ul style="list-style-type: none"> <li>• Study assistance may be granted as: <ul style="list-style-type: none"> <li>i) study time - available at full pay for CEOs studying on a part time basis</li> <li>ii) study leave - available at full, half or no pay to assist employees who win scholarships/fellowships/awards or who wish to study full time.</li> </ul> </li> <li>• Conditions and entitlements are contained in the Public Service Personnel Handbook.</li> </ul>

Employment Condition	Entitlement
Travelling Compensation	<ul style="list-style-type: none"> <li>• Provisions contained in Determination No 32.</li> <li>• The provisions of the Determination only apply where a CEO is required to perform duties at a location other than his/her headquarters, and therefore must travel outside normal administrative hours to arrive at the location.</li> </ul>
Transferred Officers	<ul style="list-style-type: none"> <li>• Provisions contained in the Transferred Officers Compensation Determination 132.</li> <li>• An employee who is temporarily appointed as a CEO for a period of not less than 2 years may be eligible for compensation under Determination 132.</li> </ul>
Workers compensation	<ul style="list-style-type: none"> <li>• CEOs may claim workers compensation for injury/illness incurred in the course of employment.</li> <li>• Eligibility for workers compensation payment and the amount to be paid are determined by the GIO.</li> <li>• Conditions contained in the Teachers Handbook.</li> </ul>