

EA 95/360

***SATURDAY SCHOOL OF COMMUNITY
LANGUAGES***

ENTERPRISE AGREEMENT

1. ARRANGEMENT

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2. DEFINITIONS

"Agreement" means an enterprise agreement made pursuant to Chapter 2 Part 3 Division 2 of the Industrial Relations Act 1991.

"Assistant Supervisor" means an employee engaged on a sessional basis and paid on an hourly basis who assists the supervisor and who acts in his/her capacity during the absence of the supervisor.

"Department" means the Department of School Education.

"Director-General" means the Director-General of the Department of School Education.

"Dispute" means any difficulty raised by the Federation or more than one employee concerning the interpretation, application or operation of this enterprise agreement.

"Education Commission" means the former Education Commission of NSW.

"Employee" means a teacher, resource teacher, language consultant, assistant supervisor or supervisor engaged at the Saturday School of Community Languages on a sessional basis and paid on an hourly basis.

"Grievance" means any difficulty raised by an employee concerning the interpretation, application or operation of this enterprise agreement.

"Head, Saturday School of Community Languages" means the officer appointed by the Director-General to be responsible for the operation of the Saturday School of Community Languages.

"Industrial Relations Commission" means the Industrial Relations Commission established by the Industrial Relations Act 1991.

"Language consultant" means an employee engaged on a sessional basis and paid on an hourly basis to be responsible for the curriculum and providing leadership in teaching methodology to teachers.

"Minister" means the Minister for Education and Training.

"Approved Paid Hours" means the duration of employees' sessional engagements.

"Parties" means the Department and the Federation.

"Resource Teacher" means a teacher engaged on a sessional basis and paid on an hourly basis to be responsible for organising, advising on and supplying other employees with instructional resource materials.

"Public Employment Industrial Relations Authority" means the Public Employment Industrial Relations Authority established by the Public Sector Management Act 1988.

"Saturday School of Community Languages" means the Department's Saturday School of Community Languages and is a multi-location facility which provides an avenue for students to pursue study of a community language which cannot otherwise be studied in students' regular schools.

"Supervisor" means an employee engaged on a sessional basis and paid on an hourly basis who co-ordinates a team of assistant supervisors, teachers and clerical staff and is responsible for the educational and administrative leadership at an operating location of the Saturday School of Community Languages.

"Teacher" means an employee engaged on a sessional basis and paid on an hourly basis to be responsible as part of a team for the educational instruction of students.

"Federation" means the NSW Teachers Federation.

3. PARTIES

This Enterprise Agreement has been made pursuant to the provisions of Chapter 2 Part 3, Division 2 of the Industrial Relations Act 1991 and entered into by the parties.

4. STATEMENT OF INTENT

- 4.1 The purpose of this Agreement is to regulate the terms and conditions of employment of employees at the Saturday School of Community Languages.
- 4.2 This Agreement was freely entered into without duress by the parties.
- 4.3 The provisions of this Agreement prevail over the provisions of any award, industrial agreement, public sector agreement, determination of the Education Commission or the Public Employment Industrial Relations Authority or order of the Industrial Relations Commission that deal with the same matters in so far as they purport to apply to an employee bound by this Agreement.
- 4.4 The employment jurisdiction conferred by statute upon the Minister is intended by the parties to remain unaltered by anything contained in this Agreement.

5. RECRUITMENT

The filling of vacant positions will be by way of merit selection.

6. EMPLOYMENT BASIS

- 6.1 Employees covered by this Enterprise Agreement are engaged on a sessional basis for approved paid hours on Saturdays.
- 6.2 Continued employment during each school year and re-employment in successive school years is conditional on:
 - satisfactory performance
 - the Saturday School of Community Languages' on-going need for service.

7. REMUNERATION

- 7.1 The hourly rates of pay for teachers, language consultants, assistant supervisors and supervisors are set out in the table below:

	9.27 - 9.28% OPERATIVE DATE \$ PER HOUR	3% 1/7/96 \$ PER HOUR
Teacher	33.58	34.58
Language Consultant	33.58	34.58
Assistant Supervisor	42.64	43.92
Supervisor	53.81	55.42

- 7.2 The hourly rates of pay above are fully inclusive rates which incorporate remuneration for all terms and conditions of employment.
- 7.3 The rates of pay apply for "approved paid hours" for the Saturday School of Community Languages as allocated by the Head, Saturday School of Community Languages from time to time.
- 7.4 Approved paid hours are as follows:
- Teachers
- Year 7-10 classes - a minimum of 2.75 hours per week
 - Year 11-12, 2 unit classes - a minimum of 3.75 hours per week
 - Year 11-12, 3 unit classes - a minimum of 4.75 hours per week
 - Language Consultants - a minimum of 8 hours per week
 - Assistant Supervisors - a minimum of 6 hours per week
 - Supervisors - a minimum of 6 hours per week
- 7.5 The teachers' approved paid hours include 0.5 hours' preparation time and 0.25 hours' playground duty.

- 7.6 During the 0.5 hours' preparation time teachers may be required to be present at their centres, if thought necessary by the supervisor, for consultation with staff, students and/or parents.
- 7.7 The minimum hours per week apply to the weeks of the school year during which the Saturday School of Community Languages provides instruction to students.

8. TRAINING AND DEVELOPMENT

- 8.1 The Department confirms its commitment to training and development for employees of the Saturday School of Community Languages. Employees recognise the importance of maintaining and updating their skills for the benefit of the students of the Saturday School of Community Languages.

9. RECOGNITION OF SERVICE

- 9.1 Employees holding a Department approval to teach in regular government schools in NSW not otherwise substantively employed by the Department will have service at the Saturday School of Community Languages, including recognition for 100 day casual status, recognised as service with the Department, on the basis that each six approved paid hours at the Saturday School of Community Languages, pursuant to Clause 7, will be equivalent to one day of service.
- 9.2 Employees holding a Department approval to teach in regular government schools in NSW but not otherwise substantively employed by the Department will have service at the Saturday School of Community Languages recognised for the purposes of incremental progression on permanent appointment to the Department, under the same provisions that apply to casual teachers of the Department.

10. QUALIFICATION REQUIREMENTS

Persons appointed as teachers, language consultants, assistant supervisors and supervisors are required to possess appropriate qualifications and experience as required by the Department.

11. DISPUTE/GRIEVANCE RESOLUTION PROCEDURES

Step 1 -

In the event that a dispute/grievance arises in relation to interpretation of clauses of this Enterprise Agreement, the staff member and/or Federation 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.

Step 2 -

Disputes/grievances not resolved satisfactorily in Step 1 will be referred to the Head, Saturday School of Community Languages and Federation organiser; or nominee.

The Head, Saturday School of Community Languages will discuss the matter with the parties and Federation organiser 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.

Step 3 -

Where Step 2 does not lead to resolution of the dispute/grievance, the matter will be referred to the Director, Personnel and Employee Relations or nominee and the General Secretary of the Federation 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 and timeframe for proceeding.

Step 4 -

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

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

In accordance with s185(2) of the Industrial Relations Act 1991, while a procedure is being followed, normal work must continue.

12. NO EXTRA CLAIMS COMMITMENT

The parties undertake that for the period of this 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 Enterprise Agreement.

13. NEGOTIATING THE NEXT AGREEMENT

The parties agree to commence negotiations on a new Agreement no later than six months prior to the termination date of this Agreement.

14. AREA, INCIDENCE AND DURATION

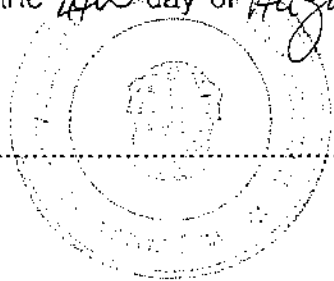
- 14.1 Nothing contained in sub-clause 4.3 will negate an order of the NSW Industrial Relations Commission or Industrial Court regarding the interpretation and application of an item contained in this Agreement duly processed under Clause 11 Dispute/Grievance Resolution Procedures.
- 14.2 This Agreement applies to all employees employed at the Saturday School of Community Languages. It shall take effect upon registration and shall remain in force until 30 June 1997.
- 14.3 The Enterprise for which this Agreement is made is the Department's Saturday School of Community Languages.

Signed by the Director-General of School Education
on the *fifth* day of *September*
in the year *1995*
by
in the presence of

AH Balle JP

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THE COMMON SEAL of the
NSW TEACHERS FEDERATION
was affixed to this document
by the authority of the Executive
on the *fifth* day of *August* in the year *1995*



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) *Stelen MacGregor*
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) *Susan French*
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