

HALE SCHOOL (ENTERPRISE BARGAINING) AGREEMENT 2008

AG 4 of 2008

1. TITLE

This Agreement shall be known as the Hale School (Enterprise Bargaining) Agreement 2008 and shall replace the Hale School (Enterprise Bargaining) Agreement 2006.

2. ARRANGEMENT

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2. Arrangement
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3. PARTIES TO THE AGREEMENT

This Agreement is made between the Governors of Hale School (Hale School) and the Independent Education Union of Western Australia, Union of Employees (the IEU), a registered organisation of employees.

4. SCOPE OF THE AGREEMENT

1. This Agreement shall apply to teachers who are employed within the scope of the Independent Schools' Teachers Award 1976 (the award) in Western Australia and who are members or are eligible to be members of the IEU.
2. The number of employees covered by this Agreement is 145.

5. DATE AND DURATION OF AGREEMENT

1. This Agreement shall come into effect on the date upon which it is ratified by the Western Australian Industrial Relations Commission, and shall apply until 31 December 2010.
2. The parties have agreed to meet no later than six months before the conclusion of the Agreement to commence negotiations for a new Agreement.

6. RELATIONSHIP TO PARENT AWARD

1. This Agreement shall be read and interpreted in conjunction with the Independent Schools' Teachers Award 1976 ("the Award").
2. Where there is any inconsistency between this Agreement and the Award, this Agreement will prevail to the extent of the inconsistency.

7. SINGLE BARGAINING UNIT

The parties to this Agreement have conducted negotiations and reached full agreement.

8. OBJECTIVES

The nature and purposes of this Agreement are to:

1. Consolidate and develop further initiatives arising out of the award restructuring process.
2. Encourage an acceptance of the mutual responsibility to maintain a working environment that will enable the School and its staff to actively contribute towards meeting the School's Aims and Objectives.
3. Enhance the quality of pastoral care of teachers.
4. Emphasise the quality of professional skills and knowledge in order to safeguard and improve the quality of teaching, learning and pastoral care.
5. Develop further a culture and working environment that value teachers as professionals and is collaborative in nature while recognising both the need for people in positions of authority to be decisive.
6. Ensure the School is well-positioned to attract and maintain the highest quality teachers.
7. Steadily improve the quality and delivery of the teaching service at Hale School. The School and the teaching staff acknowledge that this improvement will be fostered by the continuation of a relationship based on trust, support, loyalty and open communication. The parties agree that the willingness to accept change and the desire for the pursuit of excellence are fundamental assumptions in the pursuit of this goal.

9. PROFESSIONAL PRACTICES

1. Appraisal

The parties agree to further develop and implement the formal appraisal systems introduced for all members of the teaching staff.

2. Professional Development

The parties agree to a continuing and extending commitment to Professional Development established in the Hale School (Enterprise Bargaining) Agreement 1997.

3. Pastoral Care

The parties accept the significant role the School's pastoral care system plays in the development of students and agree to continue to develop and enhance pastoral care at the School. Further, the parties accept that all teachers have a significant pastoral care role at all times and recognise that the pastoral care system underpins and complements this.

4. Professional Responsibilities

- a) The parties recognise that there are a wide range of duties and responsibilities included in the profession of teaching. These will be performed efficiently, punctually and in a highly professional manner.
- b) The parties recognise that much of the life and culture of the School is derived from activities involving teachers and students outside regular classroom hours and boundaries. All members of the teaching staff are expected to make a significant contribution to the School's co-curriculum program. The staffing of this program is to be covered by teachers and remunerated according to Clause 10. - Salary Rates 1(a).

10. SALARY RATES

1. a) The rates of pay at Hale School will continue to be derived from the combination of two components:

- i) Base Salary Scale;
- ii) Responsibility Scale;

b) Contingent on satisfactory implementation of Clauses 8 and 9 of this Agreement, the Salary and Responsibility Scales shall be increased in the manner outlined below and summarised in Table 1 and Table 2.

2. Base Salary Scale

Hale School's Base Salary incorporates a provision for teachers to move to Step 14. Movement to Step 14 is unconditional with effect from the commencement of this agreement.

3. Effective from 1 January 2008, Hale School's Base Salary Scale for teachers on all Steps of this agreement will increase by 7%. The Base Salary Scale will increase by a further 6% from 1 January 2009 and increase by a further 5% from 1 January 2010.
4. The parties acknowledge that in the event that the Consumer Price Index as it relates to Perth increases by in excess of 4.5% in the twelve month period to 31 December 2009, or increases in the Department of Education and Training teaching salaries significantly erode the base salary scale gap, or base salary scales at comparable schools to Hale School increase at a rate significantly higher than this agreement, then the parties may recommence negotiations relating to the stated increase of 5% from 1 January 2010.
5. The base salary scale is exclusive of leave loading.

Table 1Base Salary Scale

	2007	2008	2009	2010
STEP	\$	\$	\$	\$
		7%	6%	5%
1	37,491	40,115	42,522	44,648
2	39,770	42,554	45,107	47,362
3	42,046	44,989	47,689	50,073
4	44,678	47,805	50,674	53,207
5	47,130	50,429	53,455	56,128
6	49,231	52,677	55,838	58,630
7	51,334	54,927	58,223	61,134
8	53,960	57,737	61,201	64,262
9	56,852	60,832	64,482	67,706
10	59,215	63,360	67,162	70,520
11	61,319	65,611	69,548	73,025
12	63,947	68,423	72,529	76,155
13	66,574	71,234	75,508	79,284
14	68,572	73,372	77,774	81,663

6. Responsibility Scale

- a) Hale School's Responsibility Allowance for teaching staff will increase by:
- i) 7% effective from 1 January 2008. (Benefits to be paid retrospectively where necessary);
 - ii) A further 6% effective from 1 January 2009, and;
 - iii) A further 5% effective from 1 January 2010.
- b) 100 points of the Responsibility Scale equates to 18.07% of the Step 14 base salary.

Table 2Responsibility Scale

	2007	2008	2009	2010
POINTS	\$	\$	\$	\$
		7%	6%	5%
5	617	660	700	735
10	1,235	1,321	1,401	1,471
15	1,863	1,993	2,113	2,219
20	2,481	2,655	2,814	2,955
25	3,110	3,328	3,527	3,704
30	3,714	3,974	4,212	4,423
35	4,343	4,647	4,926	5,172
40	4,961	5,308	5,627	5,908
45	5,578	5,968	6,327	6,643
50	6,195	6,629	7,026	7,378
55	6,824	7,302	7,740	8,127
60	7,441	7,962	8,440	8,862
65	8,059	8,623	9,141	9,598
70	8,675	9,282	9,839	10,331
75	9,305	9,956	10,554	11,081
80	9,910	10,604	11,240	11,802
85	10,539	11,277	11,953	12,551
90	11,156	11,937	12,653	13,286
95	11,785	12,610	13,367	14,035
100	12,391	13,258	14,054	14,757

7. Advanced Teacher Levels

The Allowance for Advanced Teacher Level 1 shall be equivalent to 30 Points (as per Table 2 above), Advanced Teacher Level 2 to 60 points and Advanced Teacher Level 3 to 90 points, for the duration of the Agreement. The entitlement to receive the allowance for Advanced Teacher Levels is to be in accordance with established criteria to be developed by the School Executive over the term of this Agreement.

11. CONDITIONS OF EMPLOYMENT

1. Probationary Period

Staff will initially be appointed as Probationary Teachers. The period of probation will be one (1) year. To be appointed to the permanent staff teachers will be required to undergo a formal summative appraisal procedure. The period of probation may be extended for a second year. The probationary period will be recognised as service when considering Superannuation, Long Service Leave benefits and Sick Leave entitlements.

2. Leave

a) Long Service Leave - Notwithstanding the provisions of subclause (1) of Clause 11. – Long Service Leave of the Award, a teacher shall be entitled to Long Service Leave on full pay as follows:

- i) On completion of eight years continuous service, accumulated at 1.3 weeks per year. Long Service Leave will normally be taken as complete terms but shorter periods of leave may be approved in consultation with the Headmaster.
- ii) Upon resignation, or termination for reasons other than serious misconduct, pro rata benefit for Long Service Leave will be payable after the completion of 7 years continuous service at Hale School.
- iii) Long Service Leave shall be taken within 4 years of the entitlement being accrued, unless prior arrangements with the Headmaster have been made.

b) Sick Leave – Notwithstanding the provisions of subclause (1) of Clause 8 – Sick Leave of the Award, a teacher who is unable to attend or remain at the place of employment during the normal hours of duty by reason of personal ill health or injury shall be entitled to payment during such absence in accordance with the following provisions:

- i) Entitlement to payment shall accrue weekly at the rate of twelve and a half days for each completed year of service.
- ii) A teacher who claims an entitlement under this clause shall provide evidence that would satisfy a reasonable person.
- iii) If in the first of successive years of service, a teacher is absent on the ground of personal ill health or injury for a period longer than his/her entitlement to paid sick leave, payment may be adjusted at the end of that year of service, or at the time the teacher's services terminate, if before the end of that year of service, to the extent that the teacher has become entitled to further paid sick leave during that year of service.
- iv) The unused portions of the entitlement to paid sick leave in any one year shall accumulate from year to year and subject to this subclause may be claimed by the teacher if the absence by reason of ill health or injury exceeds the period for which entitlement has accrued during that year at the time of the absence. Provided that a teacher shall not be entitled to claim payment for any period exceeding thirteen weeks in any one year of service.

c) Carer's Leave – Notwithstanding the provisions of subclause (1) of Clause 12 - Carer's Leave of the Award, a teacher with direct responsibilities to either members of his/her immediate family or members of his/her household who need care and support shall be entitled to use, in accordance with this subclause, any sick leave entitlement for absences to provide care and support for such persons when they are ill, in accordance with the following provisions:

- i) Such leave shall not exceed ten (10) days in any calendar year and is not cumulative.
- ii) A teacher who claims such entitlement under this clause may be required to provide evidence that would satisfy a reasonable person of the entitlement.
- iii) Further periods of unpaid leave may be granted should satisfactory evidence be provided.

3. Senior Staff

For staff retiring from a position of responsibility, the Headmaster may consider making available the following allowances to deserving teachers:

Heads of Departments and Housemasters may receive 66.6% of their Allowance in the first year after retiring, and 33.3% of the Allowance during the second year after retiring from their position of responsibility.

12. MATERNITY LEAVE

1. Female teachers employed by Hale School will be entitled to apply for a period of up to 52 weeks unpaid maternity leave.
2. Where a permanent female teacher has completed four years continuous service with Hale School prior to the birth of her child, she will be entitled to 14 weeks paid leave, payable at the salary rate paid to her immediately prior to her commencing Maternity Leave. Female staff employed on a part time basis and who have completed four years continuous service shall be entitled to pro rata paid Maternity Leave.
3. Where a permanent female teacher has completed two years continuous service with Hale School prior to the birth of her child, she will be entitled to six (6) weeks paid leave. A pro-rata payment of paid leave will be applicable to permanent female teachers who have completed more than two years but less than four years continuous service at Hale School.
4. Where paid Maternity Leave is claimed, this leave shall form part of the total of the 52 weeks maternity leave.

13. DEFERRED SALARY SCHEME

In accordance with conditions outlined in Hale School's Deferred Salary Program Policy, the School is committed to providing all teaching staff with the opportunity to enhance their professional lives through participating in this program. Applications to participate in the Deferred Salary Program must be made to the Headmaster and will be approved on an individual basis.

14. FURTHER TOPICS FOR DISCUSSION

The opportunity exists for further topics, as agreed to by both parties, to be discussed during the duration of the Agreement.

15. DISPUTE RESOLUTION PROCEDURE

A dispute is defined as any question or difficulty arising out of this Agreement.

The following procedure shall apply to the resolution of any dispute:

1. The parties to the dispute shall make reasonable attempts to resolve the matter by mutual discussion and determination.
2. If the parties are unable to resolve the dispute, the matter, at the request of either party, shall be referred to a meeting between the parties to the Agreement together with any additional representatives as may be agreed by the parties.
3. If the matter is not then resolved, it shall be referred to the Western Australian Industrial Relations Commission.

16. NO FURTHER CLAIMS

1. It is a condition of this Agreement that the parties will not seek any further claims, with respect to salaries or conditions, unless they are consistent with the State Wage Case Principles.
2. However, further matters may be negotiated and implemented before the expiration of this Agreement provided there is agreement between the parties with respect to such matters.

17. NO REDUCTION

Nothing contained herein shall entitle the School to reduce the salary or conditions of an employee which prevailed prior to entering this Agreement, except where provided by this Agreement.

18. NO PRECEDENT

It is a condition of this Agreement that the parties will not seek to use the terms contained herein as a precedent for other enterprise agreements, whether they involve the School or not.

19. SIGNATORIES

<p style="text-align: center;"><i>(Signature)</i></p>	<p style="text-align: center;"><i>(Signature)</i></p>
<p style="text-align: center;">STUART MEADE</p>	<p style="text-align: center;">NIGEL BRIGGES</p>
<p style="text-align: center;"><i>(Name of Signatory in BLOCK LETTERS)</i> Governors of Hale School</p>	<p style="text-align: center;"><i>(Name of Signatory in BLOCK LETTERS)</i> Independent Education Union of Western Australia, Union of Employees</p>

HALE SCHOOL (ENTERPRISE BARGAINING) AGREEMENT 2008

WESTERN AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

PARTIES THE INDEPENDENT EDUCATION UNION OF WESTERN AUSTRALIA, UNION OF EMPLOYEES AND HALE SCHOOL
APPLICANTS
-v-
(NOT APPLICABLE)
RESPONDENT

CORAM COMMISSIONER S WOOD
DATE TUESDAY, 15 APRIL 2008
FILE NO AG 4 OF 2008
CITATION NO. 2008 WAIRC 00223

Result Agreement registered

Representation

Applicants Ms M Cook on behalf of the Independent Education Union of WA, Union of Employees
No appearance on behalf of Hale School

Order

HAVING heard Ms M Cook on behalf of the Independent Education Union of WA, Union of Employees and there being no appearance on behalf of Hale School, and by consent, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders:

THAT the agreement made between the parties as lodged in the Commission on the 3rd day of April 2008, entitled the Hale School (Enterprise Bargaining) Agreement 2008 is hereby registered;

AND replaces the Hale School (Enterprise Bargaining) Agreement 2006 (AG 17 of 2006) which is hereby cancelled.

COMMISSIONER S WOOD