

PERTH COLLEGE (ENTERPRISE BARGAINING) AGREEMENT 2008

Agreement No. AG 17 of 2011

1. – TITLE

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

2. – ARRANGEMENT

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3. – PARTIES TO THE AGREEMENT

This Agreement is made between Perth College Inc (the College), and The Independent Education Union of Western Australia, Union of Employees (the IEUwa), a registered organisation of employees.

4. - SCOPE OF 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 IEUwa.
- (2) The number of employees covered by this Agreement is 98.

5. – DATE AND DURATION OF AGREEMENT

- (1) This Agreement shall come into effect on 1st January 2009 and shall apply until 31 December 2011.

- (2) The parties agree to meet no later than six months prior to the expiration of this Agreement to negotiate a new Agreement.

6. – EXPIRATION OF AGREEMENT

On expiration of this Agreement and in the absence of the registration of a subsequent Agreement the provisions of this Agreement shall apply until such time as a new Agreement is registered and takes effect.

7. – RELATIONSHIP TO PARENT AWARD

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

8. – SINGLE BARGAINING UNIT

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

9. – OBJECTIVES

The nature and purposes of this Agreement are to:

- (1) Consolidate and develop further, initiatives arising out of the award restructuring process.
- (2) Accept a mutual responsibility to maintain a working environment, which will ensure that the College and its teachers become genuine participants and contributors to the College’s aims, objectives and philosophy.
- (3) Safeguard and improve the quality of teaching and learning by emphasising the upgrading of professional skills and knowledge. The College and the teaching staff acknowledge that this upgrading of skills and experience can best occur when both the College and teachers share responsibility for professional development by undertaking both in-service and external courses and training partly during College time and partly during the teachers' time.

10. – SALARY RATES

- (1) The minimum annual rate of salary payable to teachers engaged in the classification prescribed in this Clause shall be as per the following schedule:

<u>Salary Scale</u>			
<u>Level</u>	1 Jan 2009	1 Jan 2010	1 Jan 2011
	\$	\$	\$

Level 1	55,591	56,456	58,149
Level 2	59,641	61,915	63,773
Level 3	65,665	67,787	69,821
Level 4	68,145	70,440	72,553
Level 5	70,980	73,213	75,409
Level 6	75,704	79,143	81,517
Level 7	76,530	82,033	84,494
Level 8	78,562	85,155	87,709

- (2) Registered teachers who have satisfactorily completed approved teaching qualifications:
- (a) Shall commence at level 1 and progress to the top of the salary scale by annual increments,
 - (b) On appointment, a registered teacher shall be placed at the appropriate salary level according to qualifications and teaching experience.
 - (c) When a registered teacher upgrades their teaching qualification from three years to four years post-secondary, then in calculating the new position on the incremental scale, all previous relevant experience shall count.
 - (d) On commencement, a registered teacher with five years or greater post-secondary qualifications shall be placed on step 2 and progress to the top of the salary scale by annual increments. For the purpose of this clause, a second or higher degree shall include a graduate diploma or a degree at honours level.
 - (e) When a registered teacher upgrades their teaching qualification to five years or greater post-secondary, then that teacher shall be credited with one extra year's experience for salary purposes.
 - (f) The employee shall notify the employer in writing of the acquisition of additional qualifications. Production of satisfactory evidence to this effect will be required.

Notwithstanding anything to the contrary an entitlement derived from the acquisition of additional qualifications shall not pre-date the date of notification.
 - (g) Where there is a disagreement as to the level of an overseas qualification, the matter shall be referred to the National Office for Overseas Skills Recognition (NOOSR) for determination.

Responsibility Scale

Points	2009	2010	2011
	\$	\$	\$

5	789	852	877
10	1,571	1,703	1,754
15	2,357	2,555	2,631
20	3,142	3,406	3,508
25	3,928	4,258	4,385
30	4,714	5,109	5,263
35	5,499	5,961	6,140
40	6,285	6,812	7,017
45	7,071	7,664	7,894
50	7,856	8,515	8,771
55	8,642	9,367	9,648
60	9,427	10,219	10,525
65	10,213	11,070	11,402
70	10,999	11,922	12,279
75	11,784	12,773	13,156
80	12,572	13,625	14,033
85	13,356	14,476	14,911
90	14,141	15,328	15,788
95	14,927	16,179	16,665
100	15,712	17,031	17,542

The rates of pay at Perth College will be derived from the combination of the above two components:

- Base Salary Scale;
- Responsibility Scale.

Designated positions of responsibility will have an allocated point equivalent that will be paid as an allowance in addition to the base salary, 100 points being the equivalent of 20% of the Level 8 salary.

In the event a Senior Teacher Level 1 is offered a Position of Responsibility which does not carry a time allowance the dollar allowance provided as a Senior Teacher Level 1 will be retained in addition to the Position of Responsibility allowance.

- (2) In the event of any safety net adjustment being applied to the Award, such adjustment shall be absorbed into the salary rates prescribed in this Agreement.
- (3) The number of points received for a responsibility allowance will be dependent upon a number of factors which include, but are not restricted to, number of students and responsibilities involved in undertaking the role. Examples of points allocated to Positions of Responsibility are outlined in the Staff Handbook.

11. – AGREED EFFICENCY IMPROVEMENTS

(1) Payment of Relief Teachers

A relief teacher, employed for five (5) days or less, may be engaged by the day or half day and paid at a daily rate based on the Level 3 annual salary include in subclause (1) of Clause 10 of this agreement or a pro-rata rate on the basis of the periods worked in relation to the number of periods in the particular school day. The formula to arrive at this rate is set out in Clause 14 (5)(b)(ii) of the Independent Schools' Teachers' Award 1976

(2) First Teaching Appointment

A teacher, who, at the end of the initial twelve months service with the College is deemed by the College not to have developed adequate teaching skills, may be appointed as a temporary teacher and will be subject to Clause 2 - Induction of the Award.

(3) Long Service Leave

(a) From 1 January 1995, a teacher's entitlement to paid long service will be as follows:

(b) (i) Entitlement will accrue at a rate of 1.3 weeks for each year of service;

(ii) After 8 years of continuous service with the College pro rata leave may be taken on full pay, corresponding with a complete term;

(iii) Part-time teachers will accrue leave at the same rate as full-time teachers, payment for the leave taken shall be the average that the teacher's part time service bears to that of a full time teacher over the accrual period.

(c) Entitlement to pro-rata payment on termination or resignation will apply after the completion of the seventh year of service.

(4) Promotional Positions

(a) While maintaining the promotion structure described in Clause 14. – Salaries, subclause (6) of the Award, the College shall have the discretion to adapt this structure to meet its educational needs. The normal process of appointment to promotion positions will be followed.

(b) Teaching staff appointed to Promotional Positions undertake to make whole school management a priority in addition to their own Departmental responsibilities.

(c) The parties agree to review the Promotional Positions structure during the life of this Agreement.

(5) Professional Development

(a) The College is committed to an extensive programme of development in respect to Information Technology. Teaching staff is expected to support this commitment by

undertaking continuing professional development both within and outside of normal school hours with the aim of increasing individual computer literacy.

- (b) The College will reimburse staff for fees incurred in successfully completed units for approved Post Graduate studies where:
 - (i) The staff member has completed two years full time service; and
 - (ii) The Principal has approved the studies.

(6) Accommodation for Sick Children

The College is committed to the provision of occasional care of the children of staff in the event that they become ill and the staff member is unable to arrange short-term alternative care. This incentive is agreed to in the interests of assisting staff to remain at work while still providing care for their families. However in the event that a child has an infectious disease such care shall not be provided.

(7) Employer Sponsored Childcare

- (a) The College undertakes to assist part-time staff members who incur additional expenses in relation to Day Care as a result of the ten-day cycle timetable.
- (b) Staff members will be entitled to the following:
 - (i) For staff on a teaching load of 0.8 FTE or more, \$30 per child per week;
 - (ii) For staff on a teaching load of less than 0.8 FTE, \$50 per child per week;

upon confirmation of the enrolment of their child/children in a Registered Day Care Facility.
- (c) The College has allocated an amount of \$8,500 to financially assist these staff members. Once the amount of \$8,500 has been expended in any one year the allowances will cease.

(8) Employee Assistance Program

The College undertakes to provide a counselling service for staff members, the cost of which shall be borne by the College. This will allow staff members to seek advice and counselling confidentially and independently from the College. This service will be provided on a sessional basis and each employee will be entitled to a maximum of 6 sessions each per annum, which they may use for themselves or a member of their immediate family.

(9) Maternity Leave

- (a) Maternity leave of up to 52 weeks will be provided to employees of which the paid component will increase from 6 weeks to a maximum of 12 weeks on the following scale:

- (i) 2009 8 weeks
- (ii) 2010 10 weeks
- (iii) 2011 12 weeks

A staff member will receive 100% of the above leave after a qualifying period of 4 years of service, 75% after 3 years of service and 50 % after 2 years of service. 100% of the entitlement will be paid at the commencement of maternity leave.

- (b) Maternity leave shall commence 6 weeks before the presumed date of confinement unless in respect of any period closer to the expected date of birth a medical practitioner has certified that the teacher is fit to work.
- (c) In the event the staff member may wish to take extended maternity leave (in excess of the 52 weeks) the College will negotiate such leave subject to:
- (i) The request for the additional leave being made at the same time as applying for paid maternity leave,
 - (ii) The needs of the individual, department and College being mutually satisfied.

(10) Deferred Salary Programme

Perth College is committed to providing a Deferred Salary Programme to provide academic staff with an opportunity to rejuvenate and enrich their professional lives. Applications to participate in the programme may be made to the Principal and will be approved on an individual basis.

(11) Insurance

For the period of this Agreement, the College will provide;

- (a) Salary Continuance Insurance for all academic staff with a teaching load equal to or greater than the minimum specified by the Insurer,
- (b) Journey Insurance for all academic staff.

(12) Part time Teaching Load.

A part time teacher's hours will be based on a pro rata percentage of a full time teacher's timetable. Details will be published in the Perth College Staff Handbook.

(13) Scale Progression

A staff member will progress up the salary scale according to the following criteria:

- (a) Load below 0.5 FTE – proportional advancement to the next level,
- (b) Load of 0.5 FTE – advancement to next level every two years,
- (c) Load greater than 0.5 FTE but less than 0.8 FTE – advance by negotiation with the Principal
- (d) Load 0.8 FTE and above – automatic advancement every year.

12. – CARERS LEAVE

(1) Use of Sick Leave

- (a) A teacher with responsibilities in relation 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. Such leave shall not exceed ten (10) days in any calendar year and is not cumulative.
- (b) The teacher shall, if required, provide a written statement as to the fact of illness of the person for whom the care and support is required.
- (c) The entitlement to use sick leave is subject to:
 - (i) the teacher being responsible for the care of the person concerned; and
 - (ii) the person concerned being either a member of the teacher’s immediate family or a member of the teacher’s household.
 - (iii) the term “immediate family” includes:
 - (aa) a spouse (including a former spouse), of the teacher; and
 - (bb) child or an adult child (including an adopted child, a step child or an ex nuptial child), parent, grandparent, grandchild or sibling of the teacher.
 - (iv) The teacher shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and his/her relationship to the teacher, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the teacher to give prior notice of absence, the teacher shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

(d) Use of Unpaid Leave

A teacher may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care to a family member who is ill.

- (e) Nothing contained in this clause shall prevent a teacher from making application for leave as prescribed in Clause 7. - Special Leave of the Award.

13. – REMUNERATION PACKAGE

- (1) For the purposes of this clause:

- (a) “Benefits” means the benefits nominated by the teacher from the benefits provided by the College and listed in paragraph (d) of subclause (3) of this clause.
- (b) “Benefit Value” means the amount specified by the College as the cost to the College of the benefit provided including Fringe Benefit Tax, if any.
- (c) “Fringe Benefit Tax” means tax imposed by the Fringe Benefits Tax Act 1986.

- (2) Conditions of Employment

- (a) Except as provided by this clause, teachers must be employed at a salary based on a rate of pay, and on terms and conditions, not less than those prescribed by the Agreement.
- (b) For all purposes of the Agreement, salary shall be deemed to include the value of any benefits provided under this clause.

- (3) Salary Packaging

The College may offer to provide and the teacher may agree in writing to accept:

- (a) Salary packaging of up to 40% of gross salary in the form of expense benefit payments;
- (b) The Benefits nominated by the teacher and approved by the employer;
- (c) A salary equal to the difference between the Benefit Value and the salary which would have applied to the teacher or under subclause (2) of this clause, in the absence of an agreement under this subclause;
- (d) The available Benefits are those made available by the College from the following list:
 - (i) Motor Vehicle, and
 - (ii) Other benefits as agreed between the teacher and the College;
- (e) The College must advise the teacher in writing of the Benefit Value before the Agreement is entered into.

- (4) During the currency of an agreement under subclause (3) of this clause.

- (a) Any teacher who takes paid leave on full pay shall receive the Benefits and salary referred to in paragraphs (b) and (c) of subclause (3) of this clause.
 - (b) If a teacher takes leave without pay the teacher will not be entitled to any Benefits during the period of leave.
 - (c) If a teacher takes leave on less than full pay he or she shall receive:
 - (i) The Benefits; and
 - (ii) The amount of salary calculated as agreed between the College and the teacher.
- (5) Renewal will be on an annual basis by agreement between the parties.
- (6) Any costs, including Fringe Benefits Tax, incurred in the provision of benefits by the College on behalf of the teacher, under this Agreement, must be indemnified by the teacher.

14. – OTHER MATTERS

The parties agree to discuss such matters that are of relevance to either the College or the staff.

15. – DISPUTE RESOLUTION PROCEDURE

- (1) A dispute is defined as any question, dispute or difficulty arising out of this Agreement.
- (2) The following procedure shall apply to the resolution of a dispute:
 - (a) The parties to the dispute shall make reasonable attempts to resolve the matter by mutual discussion and determination.
 - (b) 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 representative as may be agreed by the parties.
 - (c) If the matter is not then resolved it may be referred to the Western Australian Industrial Relations Commission.

16. – NO FURTHER CLAIMS

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.

17. – NO REDUCTION

Nothing contained herein shall entitle the College to reduce the salary or conditions of an employee, which prevailed prior to entering into 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 College or not.

19. – SIGNATORIES

Signed

.....
(Signature)

Signed (*Legal Seal*)

.....
(Signature)

JENNY D ETHELL

.....
(Name of signatory in block letters)
Perth College Inc

NIGEL BRIGGS

.....
(Name of signatory in block letters)
The Independent Education Union
of Western Australia, Union of
Employees

PERTH COLLEGE (ENTERPRISE BARGAINING) AGREEMENT 2008**WESTERN AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION**

PARTIES	THE INDEPENDENT EDUCATION UNION OF WESTERN AUSTRALIA, UNION OF EMPLOYEES, PERTH COLLEGE INC	APPLICANTS
	-v-	
	(NOT APPLICABLE)	RESPONDENT
CORAM	ACTING SENIOR COMMISSIONER P E SCOTT	
DATE	MONDAY, 22 AUGUST 2011	
FILE NO/S	AG 17 OF 2011	
CITATION NO.	2011 WAIRC 00838	

Result	Agreement Registered
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Order

HAVING heard Ms M Cook on behalf of The Independent Education Union of Western Australia, Union of Employees and Mr T Gooley on behalf of Perth College Inc, and by consent, the Commission, pursuant to the powers conferred under the *Industrial Relations Act 1979*, hereby orders:

THAT the Perth College (Enterprise Bargaining) Agreement 2008 in the terms of the following schedule be registered on the 12th day of August 2011 and shall replace the Perth College (Enterprise Bargaining) Agreement 2006.

ACTING SENIOR COMMISSIONER P E SCOTT