

# ENTERPRISE AGREEMENT

NO: E.A. 358 /1993

DATE REGISTERED: 30/11/93

PRICE: \$ 30.00

# Enterprise Agreement

Teachers employed by Our Lady of Mercy College, Parramatta

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## 1. Parties to the Agreement

This agreement is made between the Trustees of the Sisters of Mercy, Parramatta who sponsor Our Lady of Mercy College, Parramatta (the "College") and the New South Wales Independent Teachers Association (the "ITA") a registered industrial union of employees.

## 2. Scope of Agreement

This agreement shall apply to teachers employed by the College.

### 3. Award

Except as provided by this agreement, the conditions of employment of teachers by the College will be in accordance with the Teachers (Non Government Schools) (State) Award (the "Award").

### 4. Objects of the Agreement

The parties and teachers employed at the College are committed to implementing the College's Mission Statement and its associated Strategic Plan.

In reaching this Agreement, the parties have recognised:

- \* the need to safeguard the quality of schooling at the College and the public perception of it;
- \* a mutual responsibility to protect, develop and enhance this College and College life;
- \* the autonomy and authority of the College, as well as the professional standing of the teaching staff in the College;
- \* the variety of managerial and educational arrangements that exist requiring flexibility in the application of regulations that govern employment practices;
- \* the need to maintain a working environment in which education can be provided in harmony with the College's mission statement and philosophy;
- \* that this Agreement is intended to assist and promote the delivery of education of a high quality in the College consistent with the approach of the independent school sector reported in the 1992 State Wage Case Decision of the New South Wales Industrial Commission;
- \* in particular, that productivity and efficiency have a growing influence in educational policies and practices. The College is expected to do more with the same level of resources, necessitating productivity and efficiency improvements, recognising that improvement in efficiency is often of a qualitative rather than a quantitative nature.

The parties have agreed that they will meet not later than 1 April, 1995 to consider a new agreement which might be adopted by the ITA and the College.

### 5. Salaries

- (a) This clause replaces the salaries set out in clause 3.1 and clause 6.2 of the Award.

(b) The minimum annual rate of salary payable to full time teachers in the College shall be:

Step	Salary Per Annum		
	Current \$	From the first full pay period commencing on or after 6 August 1993 \$	From the first full pay period commencing on or after 1 March 1994 \$
1	21,896	22,553	22,982
2	23,317	24,017	24,473
3	24,871	25,617	26,104
4	26,159	26,944	27,456
5	27,580	28,407	28,947
6	29,001	29,871	30,439
7	30,422	31,335	31,930
8	31,844	32,799	33,422
9	33,264	34,262	34,913
10	34,686	35,727	36,406
11	36,107	37,190	37,897
12	37,528	38,654	39,388
13	38,950	40,119	40,881
ST1	40,180	41,385	42,171

(c) The minimum allowances payable to full time teachers occupying the positions set out below shall be:

	Salary Per Annum		
	Current \$	From the first full pay period commencing on or after 6 August 1993 \$	From the first full pay period commencing on or after 1 March 1994 \$
ST2	1,845	1,900	1,936
Co-ordinator 1	1,845	1,900	1,936
Co-ordinator 2	3,690	3,801	3,873
Co-ordinator 3		5,701	5,809

(d) The minimum allowance payable to full-time teachers in special schools shall be:

	Salary Per Annum		
	Current \$	From the first full pay period commencing on or after 6 August 1993 \$	From the first full pay period commencing on or after 1 March 1994 \$
Teacher	1,198 5.87 per day	1,234 6.05 per day	1,257 6.16 per day

(e) The minimum allowance payable to the Assistant to the Principal shall be:

	Salary Per Annum		
	Current \$	From the first full pay period commencing on or after 6 August 1993 \$	From the first full pay period commencing on or after 1 March 1994 \$
Assistant to Principal	11,275	11,613	11,834

(f) Casual Teachers.

The salary payable to a casual teacher shall be the appropriate rate in subclause 5(b) of this clause in accordance with years of full-time service, divided by 204 in the case of a daily payment, 408 in the case of a half-day payment, or as calculated in accordance with the formula set out in paragraph (g) of this clause; PROVIDED that the maximum rates payable shall be as follows:-

Four Year Trained	Step 8
Three Year Trained	Step 6
Two Year Trained	Step 5
One Year Trained	Step 2
Not Otherwise Classified	Step 1
Conditionally Classified	
Four Year Trained	Step 7
Conditionally Classified	
Three Year Trained	Step 6
Conditionally Classified	
Two Year Trained	Step 4

The said rate includes the pro-rata payment in respect of annual holidays to which the teacher is entitled in accordance with the Annual Holidays Act, 1944.

- (g) A casual teacher shall be paid for a minimum of half a day for each single engagement provided that where an engagement requires attendance on more than three days, which days are specified to the teacher prior to the first attendance, payment shall be calculated in accordance with the following formula:

$$\frac{5 \times \text{Annual Salary}}{204} \times \frac{\text{Periods Taught}}{\text{Average Number of Periods which full-time teachers of the school are normally required to teach per 5 day period.}}$$

#### 6. Payment of Salary

- (a) The salary payable to a teacher pursuant to this Agreement shall be paid fortnightly.
- (b) The salary payable to a teacher, pursuant to this Agreement shall be payable at the election of the College by either cheque or Electronic Funds Transfer into an account nominated by the teacher. Teachers employed after the commencement of this Agreement will only be paid by Electronic Funds Transfer.
- (c) Notwithstanding sub clauses (a) and (b) of this clause by mutual agreement with the College a teacher may elect to receive:
- (i) an amount in salary equal to the difference between salary calculated in accordance with the rates of pay prescribed by this Agreement and the amount specified by the College from time to time for the benefit received by the teacher from the College as outlined in (ii); and
  - (ii) increased superannuation benefits under the College's superannuation scheme.
- (d) Any superannuation benefits under paragraph (ii) of subclause (c) of this clause will be in addition to amounts payable under the Teachers (Non-Government Schools) (Superannuation) (State) Award and Federal Government legislation.
- (e) A teacher who takes any paid leave shall receive the benefits and salary in accordance with paragraphs (i) and (ii) of subclause (c) of this clause.
- (f) Any other payment calculated by reference to the teacher's salary, and payable:
- (i) during employment; or

- (ii) on termination of employment in respect of untaken paid leave; or
- (iii) on death

shall be at the rate of pay which would have applied to the teacher under this Agreement.

#### 7. Flexibility in School Day

The parties are committed to flexibility in the timing and length of the school day to meet changing curriculum requirements. Changes may occur after appropriate consultation with members of the College community.

#### 8. Temporary Employees

- (a) Delete clause 2(e) of the award.
- (b) "Temporary Teacher" means a teacher employed to work full time or part time for a specified period which is not more than a full year but not less than four school weeks. Provided that teacher may be employed for a specific period in excess of a full school year but not more than two full school years where such a teacher is employed on a specific program not funded by the College or where such a teacher is replacing a teacher who is on leave for a period in excess of a full school year or replacing a teacher on secondment to another position with the College. The College, the ITA and the teacher may agree to extend the temporary period of appointment beyond two years if the College, the ITA and teacher concerned agree. The ITA shall not withhold their consent unreasonably.
- (c) The parties recognise that a temporary employee may be appointed to another temporary position following the cessation of a temporary appointment.

#### 9. Co-Curricula Activities

The parties recognise that teachers are required to participate in co-curricula activities which are usually conducted by the College. Variations may occur after appropriate consultation with members of the College community. The interests and expertise of teachers will be considered in the arrangement of such activities.

#### 10. Family Leave

Family Leave in the College will be as set out in Attachment A to this Agreement.

### 11. Promotion Positions

The promotion positions in the College will be as set out in Attachment B to this Agreement.

### 12. Professional Development

The parties recognise that teachers are required to participate in ongoing professional development to meet the demands caused by changes in curriculum, College policy and in the community's expectations of schools.

### 13. Appraisal

The parties recognise the need for teacher appraisal as part of a teacher's ongoing professional development according to the College's policy and the 1989 Structural Efficiency Agreement.

### 14. Dispute Avoidance and Grievance Procedure

- (a) The objective of these procedures is the avoidance and resolution of industrial disputation, arising under this agreement, by measures based on consultation, co-operation and negotiation.
- (b) Without prejudice to either party, the parties to this Agreement shall ensure the continuation of work in accordance with the Award, this Agreement and custom and practice in the College.
- (c)
  - (i) In the event of any matter arising under this Agreement which is of concern or interest, the teacher shall discuss this matter with the Principal or his/her nominee.
  - (ii) If the matter is not resolved at this level, the teacher may refer this matter to the ITA, who will discuss the matter with the Principal or his/her nominee.
  - (iii) If the matter remains unresolved, it shall be referred to the General Secretary of the ITA or his/her nominee and the Executive Director of the Catholic Industrial Office or his/her nominee for discussion and appropriate action.
  - (iv) If this matter cannot be resolved at this level it may be referred to the Industrial Commission of New South Wales or its successor.
- (d) Nothing contained in this procedure shall prevent the General Secretary of the ITA or his/her nominee or the Executive Director of the Catholic Industrial Office or his/her nominee from entering into negotiations at any



level either at the request of a member or on their own initiative in respect of matters in dispute should such action be considered conducive to achieving resolution of the dispute.

#### 15. Duress


This enterprise agreement was not entered into by either party under duress from the other party or any other person or persons.

#### 16. Term

This enterprise agreement shall have a nominal term which shall expire on 1 August 1995.

.....*A. M. Mackinnon*.....

Sister Ailsa Mackinnon  
Principal  
Our Lady of Mercy College  
Parramatta

  
.....*Sheelma*.....  
Chairman  
General Secretary  
NSW Independent  
Teachers Association

.....*Margaret Doyle*.....

Signed for and on behalf of  
the Trustees of the  
Sisters of Mercy, Parramatta

## FAMILY LEAVE

### (1) PREAMBLE

The family is "the place where different generations come together and help one another to grow wiser and harmonise the rights of individuals with other demands of social life". (Pastoral Constitution on the Church in the Modern World no 52).

With the growing recognition that both society and work have changed, has come the realisation that change is also required in the workplace. Companies and unions in Australia are today moving to implement policies and practices which support the needs of family life. Such changes involve more realistic expectations of those with both family and work responsibilities, a situation which holds potential for considerable stress.

The Catholic Church holds the view that the family constitutes the basis of society. In its statement from the 1981 Synod, The Christian Family in the Modern World (1981), the Church states that family "roles and professions should be harmoniously combined if we wish the evolution of society and culture to be truly and fully human" (no 23). It states further that "society must positively favour and encourage as far as possible responsible initiative by families...(and) ensure that they have all those aids that they need in order to face all their responsibilities in a human way" (no 45).

The United Nations has also acknowledged and drawn attention to the importance of the family by declaring 1994 the International Year of the Family. It urges that "the widest possible protection and assistance should be accorded to families so that they may fully assume their responsibilities within the community". (United Nations Principles for the International Year of the Family).

(2) (a) For the purposes of this clause

(i) "Family" means father, mother, brother, sister, grandparents, father-in-law, mother-in-law, step-father, step-mother, spouse, child, step-child and

grandchild and any other such dependent.

(ii) "Pressing domestic necessity" means a reason at the discretion of the employer.

(b) Any full-time, temporary or part-time teacher shall be entitled to be paid family leave in respect of any absence on account of illness or injury to a member of their family or pressing domestic necessity, subject to the following conditions and limitations:

(i) The period of paid family leave provided to a teacher shall not exceed in any year of service five days. Any further leave is at the discretion of the Principal.

(ii) A teacher shall not be entitled to be paid family leave unless he or she notifies the Principal (or such other person deputised by the Principal) prior to the commencement of the first organised activity at the College on any day, of the nature of the family leave and of the estimated duration of the absence; provided that paid family leave shall be available if the teacher took all reasonable steps to notify the Principal or was unable to take such steps.

(iii) Other than in respect of the first one day's absence in respect of family leave in any year a teacher shall, upon request, provide a medical certificate addressed to the College or if the College requires to the College medical officer or a statutory declaration setting out the reason for family leave. Notwithstanding the foregoing the College may require other evidence for the family leave.

(iv) Notwithstanding the provisions of subclause (i) the family leave entitlement of a part-time teacher shall be in that proportion which the number of teaching hours of that teacher in a full school week bears to the number of teaching hours which a full time teacher at the College is normally required to teach.

(v) Where a teacher is absent on family leave replacements will be arranged in accordance with the College's policy for sick leave replacement.

- (vi) Notwithstanding the above, any family leave taken by a teacher or additional family leave granted by the Principal will be deducted from the teacher's entitlement to sick leave in accordance with clause 10, Sick Leave of the Award. If the teacher has exhausted his/her entitlement to sick leave, paid family leave will not be available.

## PROMOTION POSITIONS

- 1 The College will allocate a minimum of 9 points in promotion positions to Pastoral Care and 24 points to other areas including curriculum, excluding the Religious Education Co-ordinator.
- 2 The Principal, after appropriate consultation with members of the College community, will determine the structure of promotion positions having regard to:
  - (i) actual and future College and pupil needs;
  - (ii) curriculum structure and requirements;
  - (iii) Board of Studies requirements;
  - (iv) the results of a College renewal or review and consultations with College councils/board where appropriate;
  - (v) sound management /organisation practices;
  - (vi) the need to recognise and remunerate added responsibility and work in curriculum, pastoral or administrative leadership;
  - (vii) College policy and Mission statement;
  - (viii) any other matter consistent with the identified needs of the College.
- 3 Where the Principal in accordance with clause 2 varies the promotion structure in the College and this variation affects a current incumbent of a promotion position then at least one term's notice must be given to those affected by the alteration of the promotion structure.
- 4 (i) During the period contained in clause 3 an incumbent who is affected by the alteration may discuss the matter with the Principal.  
  
(ii) If the matter is not resolved at this level the teacher may refer this matter to the ITA chapter

representative or fellow staff member who will discuss the matter with the Principal.

(iii) If the matter remains unresolved, and it is deemed appropriate by the employee, it shall be referred to the General Secretary of the ITA or his/her nominee, who will discuss the matter with the Principal. The Principal may also involve the Catholic Industrial Office in these discussions.

(iv) Nothing contained in this procedure, except the time limit, shall prevent the General Secretary of the ITA or his/her nominee or the Principal from entering into negotiations at any level either at the request of a member or on their own initiative in respect of matters in dispute should such action be considered conducive to achieving resolution of any difficulty or dispute.

5 Each promotion position is worth the following number of promotion points:

<u>Positions</u>	<u>Points</u>
Co-ordinator 3	3
Co-ordinator 2	2
Co-ordinator 1	1
Senior Teacher 2	1

6 (a) From the 24 points in clause 1, the College shall appoint a minimum of 8 Co-ordinator 2 or Co-ordinator 3 positions in the area of curriculum and administration, provided that there shall be a minimum of 12 promotion positions in these areas.

(b) The Principal and the ITA chapter may reach agreement to the effect that the pattern of promotions positions outlined above in (a) of this clause may be varied in respect of the College.

7. (a) A "Co-ordinator 1" means a teacher appointed to be responsible for or assist another co-ordinator in:

(i) an area of curriculum; and/or

(ii) pastoral care and/or

(iii) any other duties as determined by the Principal.

(b) A "Co-ordinator 2" means a teacher appointed to be responsible for:

- (i) co-ordination of the program of work in area(s) of curriculum; and/or
- (ii) co-ordination of pastoral care or other programmes; and/or
- (iii) other duties as determined by the Principal.

(c) A "Co-ordinator 3" means a teacher appointed to be responsible for:

- (i) the co-ordination of area(s) of curriculum and/or pastoral care or any program(s) as determined by the Principal; and/or
- (ii) the support and supervision of those responsible for the co-ordination of subject areas; and/or
- (iii) other duties as determined by the Principal.

(d) A "Senior Teacher 2" means a teacher appointed to be responsible for:

- (i) developing and implementing outstanding teaching practice and leadership with particular reference to the performance and quality of teachers in the College; or
- (ii) to perform other duties (of comparable level including in the area of pastoral care) requiring a high level of professional expertise.

8. All appointments to promotions positions will be made on the basis of merit and suitability and will normally and appropriately be advertised.

9. Each teacher appointed to a promotions position after the registration of this Agreement will receive a letter of appointment to this position which will set out the duties to be performed by the teacher in the College and the period of appointment, in accordance with College

policy.

10. Each teacher appointed to a promotion position will be inducted into that position, in accordance with College policy.
11. Each teacher holding an ongoing promotion position will be appraised while holding such a position, in accordance with College policy. Such an appraisal does not derogate from the rights of a teacher or the employer under Disputes and Grievance Procedures in this Agreement.
12. Any teacher whose current promotion position is affected by the introduction of this Agreement will continue to receive their current allowance until the expiration of their current period of appointment. If a teacher is deemed to have a "permanent" appointment then the current allowance and salary will be frozen for the life of this agreement unless during this time the teacher's salary reaches their frozen salary or the teacher receives a further promotions appointment within the College. If the latter does not occur then after the life of this agreement the teacher will return to the salary as set out in this Agreement or future Agreement.
13. Any teacher required by the College to act in a promotion position for at least 10 consecutive school days shall be paid for so doing at the rate prescribed for that position, provided that a teacher shall not be required to carry out such duties in a relieving capacity for more than 52 weeks. Provided that a teacher may be employed for a specific period in excess of a full school year but not more than two full school years where such a teacher is employed on a specific program not funded by the College or where such a teacher is replacing a teacher who is on leave for a period in excess of a full school year or replacing a teacher on secondment to another position with the College.
14. The foregoing shall not affect the right of the Principal to summarily terminate any teacher from their promotion position for incompetence, misrepresentation, neglect of duty or other misconduct.