

ENTERPRISE AGREEMENT

NO: E.A. 389 /1993

DATE REGISTERED: 29-12-93

PRICE: \$ 32.00

ENTERPRISE AGREEMENT

Teachers employed by the Governing Body of
Marian College Goulburn

ARRANGEMENT

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1. Parties to the Agreement

This Agreement is made between Marian College (the "College") and the New South Wales Independent Teachers Association (the "ITA") a registered industrial union of employees.

2. Scope of the 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. Objectives of the Agreement

In reaching this Agreement the parties have acknowledged :

- i. the need to safeguard the quality of schooling at the College and the public perception of it;
 - ii. a mutual responsibility to protect, develop and enhance this College through the ownership and implementation of Recommendations relating to our College Review Report : 'New Directions';
 - iii. a mutual responsibility to protect, develop and uphold the Catholic philosophy of this College and the mandate given to the College as a Catholic School;
 - iv. the autonomy and authority of the College;
 - v. the professional standing of the teaching staff in the College;
 - vi. the variety of managerial and educational arrangements that exist requiring flexibility in the application of regulations that govern employment practices;
 - vii. that a consultative process is necessary in relation to Staff matters;
 - viii. the need for teacher appraisal as part of a teacher's ongoing professional development in accordance with the 1989 Restructuring Agreement;
 - ix. the need to maintain a working environment in which education can be provided in harmony with the College's Vision and Mission and its mandate as a Catholic School;
 - x. 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;
 - xi. the need to develop and maintain the long term financial viability of the College;
 - xii. the fact that improvement in efficiency is often of a qualitative rather than a quantitative kind means that whole school wage increases may be warranted;
- The Parties have agreed that they will meet not later than Aug 1, 1994, to consider a new agreement which might be adopted by the ITA and the College.

5. Salaries

a) This Clause replaces Salaries as set out in clauses 3.1 with the exception of Sub-clauses a) to g), and 6.2 of the Award.

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

Step	Current \$	From the first full pay period commencing on or after 12 August 1993 \$	From the first full pay period commencing on or after 1 February 1994 \$
1	21896	22443	22667
2	23317	23900	24139
3	24871	25493	25748
4	26159	26813	27081
5	27580	28270	28553
6	29001	29726	30023
7	30422	31183	31495
8	31844	32640	32966
9	33264	34096	34437
10	34686	35553	35909
11	36107	37010	37380
12	37528	38466	38851
13	38950	39924	40323
ST1	40180	41185	41597

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

ST2	1845	1891	1910
Co-ord 1	1845	1891	1910
Co-ord 2	3690	3782	3820
Co-ord 3	5535	5673	5730

(d) The minimum allowance payable to the Deputy Principal shall be:

Dep Princ	9225	9456	9551
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(e) Casual Teachers.

The salary payable to a casual teacher shall be the appropriate rate in subclause 5b) 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 f) 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.

f) 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. Vision & Mission and Catholic Ethos

The College and ITA agree that the College Community is committed to implementing the College's Vision & Mission Statements and its underlying ethos and philosophy as a Catholic School.

7. New Directions

The College and ITA agree that the College Community is committed to whole College renewal and development through the implementation of the Review Report 'New Directions'.

8. Flexibility in School day

The College and ITA agree that the college community is committed to the consideration of flexibility in the timing and length of the school day to meet changing curriculum, and college requirements.

9. Professional Development

The College and ITA agree that teachers as professionals have an ongoing need to participate in professional development to meet the demands caused by changes in curriculum, College policy and in the community's expectations of schools.

The Parties agree to establish a school-based Professional Development Committee, to explore issues relating to ongoing Professional Development of Staff.

10. Appraisal

The College and ITA recognise the value of the Whole School Review/Appraisal undertaken over the past three years, along with the need for teacher appraisal as part of a teacher's ongoing professional development according to the College's policy and the implementation of Section 4 of the 1989 Restructuring Agreement.

The Parties recognise that any Appraisal process would be developed through consultation with the whole staff.

11. Promotion Positions

The Promotion Positions in the College will be set out in Attachment A to this Agreement.

12. 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 programme 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.
- c) The parties recognise that a temporary employee may be appointed to another temporary position following the cessation of a temporary appointment.

d) The College, the ITA and the teachers may agree to extend the temporary period beyond two years if the College, the ITA and the teachers agree. The ITA shall not withhold their consent unreasonably.

13. Family Leave

Family Leave will be as set out in Attachment B to this Agreement.

14. Dispute & Grievance Procedure

i) 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.

ii) 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.

iii) Any grievance or dispute which arises regarding a teacher's performance shall, where possible, be settled by discussion between the teacher and the Principal or the Principal's nominee in accordance with procedures which have been adopted by the College. (Attachment C).

iv) (a) 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.

(b) 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.

(c) 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.

(d) If this matter cannot be resolved at this level it may be referred to the Industrial Relations Commission of New South Wales or its successor.

v) 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. Shared Classes

The College and the ITA Chapter agree that if classes are to be shared between other schools that the College will consult the Chapter about these changes. The ITA Chapter and the teachers concerned must also agree to the shared classes. If a teacher to a shared class agrees the ITA Chapter will not unreasonably withhold their agreement.

16. Duress

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

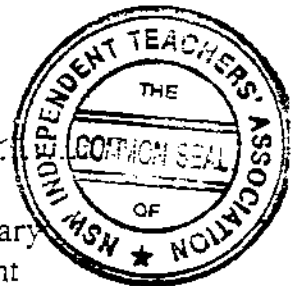
17. Term

This enterprise agreement shall have a term of 12 months from the date of Registration.

Sr Jean Adams RSJ
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Sr Jean Adams RSJ
Governing Body
Marian College

Sr Gwen Garland RSM
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Sr Gwen Garland RSM
Governing Body
Marian College

R Shearman
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R Shearman
General Secretary
NSW Independent
Teachers Assoc.



ATTACHMENT A:

PROMOTION POSITIONS
MARIAN COLLEGE

1. During 1994-95 this College will allocate a minimum of 19 Points to the areas of Pastoral Care Co-ordination and Curriculum.
2. The Principal, after appropriate consultation with members of the College Community will determine the structure of promotions positions having regard to :
 - i) actual and future College and pupil needs;
 - ii) curriculum structure and requirement;
 - iii) Board of Studies requirements;
 - iv) the ongoing implementation of the "New Directions" Review Report and consultation with College Governing Body/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 Vision/Mission Statements; and
 - viii) any other matter consistent with the identified needs of the College.
3. Where a Principal in accordance with Clauses 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 this 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 this 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 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 19 points in Clause 1 of this Attachment, the College shall, over the next two years, appoint or confirm appointments according to the following Promotion Positions schedule :

- a minimum of 13 points to KLA Co-ordinator 7-12 positions, which include a minimum of four Co-ordinator 2 positions and a minimum of four Co-ordinator 1 positions,

- one Co-ordinator 3 position : Curriculum Co-ordinator 7-12.

- three Co-ordinator 1 positions in the area of Pastoral Care Co-ordination : 7-8, 9-10, 11-12, to take effect from 1995.

b) Appointments to these Positions, will initially be for a 2 yr period. Thereafter, further appointments to these Positions will be for a 3 year period. Those Positions that have been translated from Subject Co-ordinator to KLA Co-ordinator will be for a 2 year period. Appraisals will occur during the first year of appointment and the Position will be advertised at the end of the appointed time.

c) 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 needs 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) and 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 or any programme(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) 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 positions after the implementation 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, according to College policy.

11. Each teacher holding a 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 the Disputes and Grievance Procedures in this Agreement.

12. a) Any teacher whose current promotion position ceases to exist with the implementation of this Agreement may choose to apply or not apply for the newly formed Position which now comes into existence.

b) Any teacher whose current promotion position is affected by the introduction of this Agreement will continue to receive their current allowance, prior to this agreement, for a further 12 month period before returning to their Salary level as it exists without a promotions position allowance.

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 duties in a relieving capacity for more than 2 years.

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.

ATTACHMENT B.

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.51).

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 positively 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, grandparents-in-law, father-in-law, mother-in-law, step-father, step-mother, spouse, child, step-child, foster child and grandchild and other persons 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 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 four days.

(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 provision 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 current 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.

(c) Family leave for reasons other than those set out above and family leave in excess of four days shall be available at the discretion of the Principal and shall be deducted from a teacher's sick leave in accordance with subclause 2 (b) (vi) of this clause.

(d) Family leave under this Agreement will be in addition to Leave under subclause 11.3, Bereavement Leave of the Award.

(e) The College and the ITA Chapter agree to review and monitor the working of this clause during the life of this agreement and consider whether it should be included in any future agreement in its present form.

ATTACHMENT C

DISPUTE/GRIEVANCE : TEACHERS

Presented for Discussion and Comment, April 1992
Revised and Published June 1992

This Document sets out procedures to be followed where a problem arises with respect to a Staff member's performance of his/her duties within the College context. Nothing in this procedure shall, in any way, limit or exclude the Principal's right of summary dismissal referred to in Clause 14.3 of the Teachers' (Non-Government Schools) (State) Award or to suspend as referred to in Clause 13 of the same Award, or the right of the ITA Chapter Representative to interview the Principal as per Clause 9.2 of the same Award.

INTRODUCTION

In accordance with Offset 1 of the 1987 4% Second Tier Agreement it is recognised that there is a continuing need in each school for appraisal and evaluation at all levels to ensure that the educational aims of the school are being achieved.

Deficiencies in teacher performance need to be identified early. Action to overcome such deficiencies should be taken immediately.

In all such cases, the Principal, assisted as appropriate by senior members of Staff should help the teacher to identify the problem(s) and develop effective strategies for a resolution of the difficulty within a reasonable period of time.

In dealing with these situations, Principals should, wherever practicable, follow these procedures, not only in the interest of efficiency and consistency in management but also in the interests of justice and fairness to the school and staff.

This formal grievance procedure should not replace normal practices in the school for resolving day to day matters.

THE PROCESS

UNDERLYING ASSUMPTIONS:

School Principals have a responsibility to maintain a working environment in which quality education can be provided in a manner consistent with the objectives of Catholic Schools.

School Principals have a responsibility to see that the School offers quality education through a learning environment which is conducive to the total development of each child.

Teachers have a responsibility to contribute to the learning environment and a right to be assisted to develop professionally.

Quality education is most likely to be provided where there is recognition, encouragement and support for the professional attitude, rights and growth of teachers as well as for their personal needs and development and the industrial rights of all parties.

A Catholic School operates most effectively when all Staff - Principal, Teachers, Ancillary and Clerical - work as a team. This can best be achieved by continuous dialogue on measures which are necessary to maintain the Christian and educational vitality of the school. This should include an understanding by all of a Principal's approach to teacher development and appraisal.

1. NORMAL PROCEDURES

i) All problems which arise within the College in relation to a teacher may be discussed within the College by the Principal and the Teacher with a view to their resolution.

ii) It is not essential in the College context for all problems to be brought to the teacher in writing.

iii) Any such problem which is discussed within the College may again become relevant where the problem continues to exist or if further problems develop.

2. FORMAL GRIEVANCE PROCEDURE :

SCHOOL INTERVIEW

i) Where a Principal seeks to interview a Teacher in relation to a problem, the teacher may be accompanied by another Teacher of his/her choice from the Staff of the College who may be the I.T.A. Representative.

ii) Where a problem has been brought to the Principal's attention or a written complaint received from parents, pupils or other staff members, the Teacher must be allowed to see a copy of the complaint although the name of the complainant may be withheld.

iii) Any additional person present at an interview between a Principal and a Teacher is free to take notes but should not participate in the interview other than in an advisory or clarifying role. Should the Principal choose to make a record in writing of the interview, a copy of this record should be furnished to the Teacher as soon as practicable thereafter. The Teacher is not required to sign this record of interview.

iv) In any interview between a Principal and a Teacher, the Principal will inform the Teacher of the nature of the problem and the Teacher is to be given an opportunity to respond before the interview proceeds any further.

v) Any specific instructions given to the teacher by the Principal, as well as any strategies to assist the Teacher to overcome the problems and the period of time in which those strategies are expected to lead to a resolution of the problem, are to be confirmed in writing by the Principal to the Teacher.

vi) If, during this process, it is necessary for a Principal to warn, censure or reprimand the Teacher, any such action must be followed up in writing to the Teacher and a copy placed on the Teacher's file in the school.

vii) If the Principal determines to conduct further interviews with the teacher, the above procedures shall also apply to such interviews.

viii) As soon as practicable after the final interview, but ordinarily not more than five working days after that interview, the teacher will be informed in writing by the Principal, that :

- a) No further action is necessary;
- b) There is need for improvement in the Teacher's performance and the matter will be reviewed at a later date; or
- c) There are specific matters which have caused concern and any re-occurrence of those matters may result in further action being taken by the employer; or
- d) Steps will be taken to make available to the Teacher appropriate advisory or counselling services; or
- e) The Teacher is to be disciplined and the nature of such disciplinary action; or
- f) Such other steps as regarded appropriate by the Employer are to be taken.

ix) Where the teacher is advised that his/her performance is to be reviewed at a later date, the Principal will inform the teacher in writing of :

- a) The aspects of the Teacher's performance to be reviewed and the nature of the improvement required;
- b) The method that will be used to conduct the review;
- c) The name(s) of the person(s) who will conduct the review;
- d) The approximate time(s) at which the review will be carried out;
- e) The nature of any special assistance that will be made available to the Teacher during the process until the review is conducted.

x) A time frame should be agreed upon by both the Principal and the Teacher (no

more than two terms).

xi) At the end of the period of review as mentioned in (x) above, the Teacher will be advised in writing that :

- a) The process of review has been completed and that the required improvement in the Teacher's performance has been achieved; or
- b) The process of review is to be extended; or
- c) The process of review has been completed and that the required improvement in the Teacher's performance has not been achieved. The Teacher will be advised of the action to be taken by the Employer. Such action could include the Teacher's dismissal.

3. NOTIFICATION OF DISPUTE:

If not withstanding the taking of the steps referred to above, the grievance and dispute has not been resolved within a reasonable time either the employer or the ITA may refer the matter to the Industrial Relations Commission for resolution.

4. CONFIDENTIALITY:

The issue would be confined within the particular College as much as possible in order to ensure that the dignity of the teacher(s), the College and its personnel is maintained at all times, not withstanding the members' rights to approach the ITA for advice and support, and the right of the College to seek advice from the CIO.