

ENTERPRISE AGREEMENT

NO: E.A. 122 /1994

DATE REGISTERED: 8.4.94

PRICE: \$ 16.00

# Enterprise Agreement

Teachers employed by St John of God, Kendall Grange Ltd.

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## Attachment A - Family Leave

### 1. Parties to the Agreement

This agreement is made between St John of God, Kendall Grange Ltd (the "School") 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 School.

### 3. Award

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

#### 4. Objects of the Agreement

In reaching this agreement, the parties have recognised:

- \* the need to safeguard the quality of schooling at the School and the public perception of it;
- \* a mutual responsibility to protect, develop and enhance Catholic education within the School;
- \* the autonomy and authority of the School, as well as the professional standing of the teaching staff in the School;
- \* 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 aims, objectives and philosophy of Catholic education;
- \* that this agreement is intended to assist and promote the delivery of education of a high quality in the School 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. Schools are expected to do more with the same level of resources, necessitating productivity and efficiency improvements which may be qualitative rather than quantitative.

The parties have agreed to meet not later than 1 April 1994 to consider the implementation of the second payment which will be paid, following negotiated agreements, by 1 July 1994.

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

#### 5. Salaries

- (a) This clause replaces the salaries and allowances set out in clause 3.1, clause 3.3 and clause 6.2 of the Award.
- (b) The minimum annual rate of salary payable to full time teachers in the School shall be as follows:

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

(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 13 December 1993 \$
Co-ordinator 2	3,690	3,801

(d) Special Education Allowance

(i) 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 13 December 1993
	\$	\$
Teacher	1,198 5.87 per day	1,234 6.05 per day

(ii) A principal teacher of a special school shall be paid, in addition to the salary in subclause (b) of this clause and the allowance provided in paragraph (i) of this subclause, the following further allowance for each member of staff being supervised:

	Allowance Per Annum	
	Current	From the first full pay period commencing on or after 13 December 1993
	\$	\$
Principal	187 per staff member supervised to a maximum of \$974	193 per staff member supervised to a maximum of \$1003

(e) 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 (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:

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

- (g) A casual teacher shall also be entitled to the proportion of the allowance set out in paragraph (d) of this clause.

#### 6. Flexibility in School Day

The parties are committed to consideration of flexibility in the timing and length of the school day to meet changing curriculum requirements and student needs.

#### 7. Co-Curricula Activities

The parties are supportive of the co-curricula activities of the School.

#### 8. Family Leave

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

#### 9. Paternity Leave

An employee who otherwise satisfies the requirements of Chapter 2, Part 2, Subdivision 3 of the Industrial Relations Act 1991 shall have an absolute entitlement to the paternity leave as defined therein, in accordance with the requirements there set out.

#### 10. 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 School.
- (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 Relations Commission of New South Wales.
- (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.

#### 11. Duress


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

#### 12. Term

This enterprise agreement shall have a nominal term which shall expire on 16 December 1995.

.....  
*Ross Dyson*  
R Dyson  
Executive Officer/Principal  
St John of God  
Kendall Grange

.....  
*R Shearman*  
R Shearman  
General Secretary  
NSW Independent  
Teachers Association



.....  
*P Mather*  
P Mather  
Chairperson

# 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 four 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 School 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 School or if the School requires to the School medical officer or a statutory declaration setting out the reason for family leave. Notwithstanding the foregoing the School 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 School is normally required to teach.
- (v) Where a teacher is absent on family leave replacements will be arranged in accordance with the School'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.