

ENTERPRISE AGREEMENT

NO: E.A. 180 /1994

DATE REGISTERED: 6.6.94

PRICE: \$ 16.00

Enterprise Agreement

Teachers employed by Boys' Town Engadine NSW (Inc)

Arrangement

Clause No.	Subject Matter
1.	Parties to the Agreement
2.	Scope of Agreement
3.	Award
4.	Mission Statement
5.	Objects of the Agreement
6.	Salaries
7.	Flexibility in School Day
8.	Co-Curricula Activities
9.	Family Leave
10.	Paternity Leave
11.	Dispute Avoidance and Grievance Procedure
12.	Duress
13.	Term

Attachment A - Family Leave

1. Parties to the Agreement

This agreement is made between Boys' Town Engadine NSW (Inc) (the "School") and the New South Wales Independent Teachers Association (the "ITA") a registered industrial union of employees.

2. Scope of Agreement

Handwritten initials
This agreement shall apply to teachers employed by the School at or after the date of registration of this agreement.

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. Mission Statement

All parties and teachers employed at the school agree to respect and support the philosophy and traditions which have built up over many years.

Boys' Town's mission is being of service to families whose lives have been deeply affected by negative and damaging experiences.

Staff must bring to their tasks a great deal of stability and a positive approach on the one hand and a ready adaptability and creativity on the other.

5. Objects of Agreement

In reaching this agreement, the parties have recognised:

- * the uniqueness of the school with its tradition, its sense of history and a certain spirituality.
- * The need for education appropriate to the uniqueness of each student: a program which develops the whole person. It is more than a school but a place that opens a boy's world, increases his options, gives him hope that change is a real possibility and provides him with concrete evidence of this.
- * The commitment in implementing the school's Mission Statement and the positions reflected in the school's Staff Resources Handbook: philosophy (ethos) and policies remaining constant and stable; procedures and practices needing to change and be adapted to people and times.
- * The autonomy and authority of the school as well as the professional standing of the teaching staff in the school.

The parties have agreed to meet not later than 1 June 1994 to consider implementation of the second payment which will be paid, following negotiated agreements, by a date to be decided during the above negotiations.

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.

6. Salaries

- (a) This clause replaces the salaries and allowances set out in clause 3.1 and clause 3.3 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 31 January 1994 \$
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) 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 31 January 1994 \$
Teacher	1,198 5.87 per day	1,234 6.05 per day

7. 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.

8. Co-Curricula Activities

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

9. Family Leave

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

10. 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.

11. 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.

12. Duress

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

13. Term

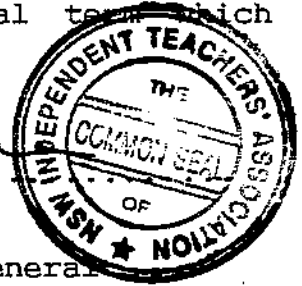
This enterprise agreement shall have a nominal term which shall expire on 31 January 1996.

L Single

.....
L Single
Acting Principal
Boys' Town
Engadine

P. Lee

.....
P. Lee
Acting General
Secretary
NSW Independent
Teachers Association



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 persons at the discretion of the employer.
- (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 deputed 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.

MINIMUM CONDITIONS OF EMPLOYMENT

1 Rates of Pay

The rates of wages in this enterprise agreement provide for a salary increase of 3% above current award rates of pay.

2 Paternity Leave

The agreement allows for an absolute entitlement to paternity leave for male teachers.

3 Sick Leave

The agreement allows part of sick leave to be used as family leave.