

ENTERPRISE AGREEMENT

NO: E.A. 399 /1995

DATE REGISTERED: 21-11-95

PRICE: \$ 28 000

Enterprise Agreement

s employed by the De La Salle Brothers, Oakhill College

Clause No.	Subject Matter
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4.	Objects of the Agreement
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8.	Promotions Positions
9.	Appraisal
10.	Long Service Leave
11.	Family Leave
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14.	Dispute Avoidance and Grievance Procedure
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Attachment A - Promotion Positions

Attachment B - Family Leave

1. Parties to the Agreement

This agreement is made between the Trustees of the De La Salle Brothers who are the proprietors of Oakhill College, Castle Hill (the "College") and the New South Wales Independent Education Union (the "IEU"), a registered industrial union of employees.

2. Scope of Agreement

This agreement shall apply to teachers employed by the College on or after the date of registration of the Enterprise Agreement.

3. Award

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

4. Objects of the Agreement

ing this agreement, the parties have recognised:

- * Efficiency gains already achieved by co-operation between the College and its teachers viz:
 - re-organisation of holiday arrangements 1994 and 1995
 - partial introduction of computerised reporting systems
 - completed introduction of computerised attendance record system.
- * The necessity to introduce further efficiencies and, in particular, the restructure by the College administration of its curriculum in keeping with the establishment of Key Learning Areas.
- * The requirement for teacher appraisal as part of an ongoing professional development process in accordance with the provisions of the 1989 Structural Efficiency Agreement.
- * The need to promote the quality of schooling at the College and the public perception of it.
- * The mutual responsibility to protect, develop and enhance this College and College life.
- * The intention 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 Relations 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.
- * The fact that improvement in efficiency is often qualitative rather than quantitative means that this kind of productivity can warrant salary increases.
- * The need to maintain a situation in which flexibility and ongoing negotiations may be undertaken in a manner which allows progress to be achieved and taken into account.

The parties have agreed that they will meet not later than 1 June 1997 to consider a new agreement which might be adopted by the IEU and the College.

5. Salaries

- (a) This clause replaces the salaries set out in clause 3.1 and clause 6.2 of the Award.
- The minimum annual rate of salary payable to full time teachers in the College

Step	Salary Per Annum	
	Current \$	From the first full pay period commencing on or after 13 February 1995 \$
1	22,980	23,847
2	24,472	25,394
3	26,103	27,086
4	27,454	28,490
5	28,946	30,036
6	30,437	31,584
7	31,928	33,132
8	33,421	34,680
9	34,911	36,227
10	36,403	37,776
11	37,895	39,323
12	39,386	40,871
13	40,878	42,420
ST1	42,169	43,759

- (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 February 1995 \$
Co-ordinator 1	1,937	2,009
Co-ordinator 2	3,872	4,019
Co-ordinator 3	5,809	6,028
ST2	1,937	2,009

(d) 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 13 February 1995 \$
Assistant to Principal	11,833	12,279

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

	Salary Per Annum	
	Current \$	From the first full pay period commencing on or after 13 February 1995 \$
Second Assistant to Principal	7,748	8,036

(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. Mission Statement

The parties and teachers employed at the College are committed to implementing the College Mission and contributing to the realisation of its identity as a Lasallian School in keeping with the statements authorised and published from time to time in the Staff Handbook and Statement of Strategic Plans and Outcomes.

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 curricular requirements.

8. Promotions Positions

The promotions positions in the College will be as set out in Attachment A to this agreement.

9. Appraisal

The parties recognise the need for teacher appraisal as part of a teacher's ongoing professional development according to College policy and the 1989 Structural Efficiency Agreement. Within the term of this agreement each teacher will be appraised at least once in a manner consistent with these principles.

10. Long Service Leave

(a) Applicability of the Award

This clause varies subclause 12.2, 12.3 and 12.4(d) of the Award from 13 February 1995.

(b) **Quantum of Leave**

subject to subclause (d) of this clause the amount of long service leave to which a teacher shall be entitled shall:

- (i) in the case of a teacher who has completed at least ten years' service with the College shall:
 - (1) in respect of ten years' service so completed 13 weeks; and
 - (2) in respect of each additional seven years of service with the College since the teacher last became entitled to long service leave, 13.3 weeks; and
 - (3) on the termination of the teacher's services, in respect of the number of years' service with the College completed since the teacher last became entitled to an amount of long service leave, a proportionate amount on the basis of 1.9 weeks for one year's service.
- (ii) in the case of a teacher who has completed at least five years' service but less than ten years with the College and whose services with the College are terminated or cease for any reason, be a proportionate amount on the basis of 13 weeks for ten years' service;

(c) **Taking of Leave**

Following completion of ten years' service access to periods of long service leave of less than one term may be requested and granted at the discretion of the Principal. This access to long service leave would normally be granted provided it takes into account professional obligations.

(d) **Calculation of Entitlement**

In the case of a teacher whose service with the College began before 13 February 1995, and whose service would entitle the teacher to long service leave under this clause, the amount of long service leave to which such a teacher shall be entitled shall be the sum of the amount:

- (i) an amount calculated on the basis of the provisions of the Award in respect of the period of service before 13 February 1995; and
- (ii) an amount calculated on the basis of the provisions of this clause for the period of service after 13 February 1995.

(e) **Payment in Lieu of Long Service Leave**

- (i) Where a teacher takes long service leave for an entire school term, the teacher and the College may agree that, in addition to the long service leave, the teacher be paid in lieu of additional long service leave

accumulated by the teacher prior to the commencement of the long service leave.

- (ii) The maximum payment in lieu of long service leave in paragraph (i) of this subclause which can be made by the College is a payment equivalent to five weeks' salary in lieu of long service leave.
- (iii) Any payment in paragraph (ii) of this subclause will be paid by the College upon the commencement of the teacher's long service leave.
- (iv) Where a payment in lieu of long service leave is paid by the College in accordance with this clause, a teacher's entitlement to long service leave will be reduced by the extent of such payment.

11. Family Leave

The College will grant family leave to teachers in accordance with Attachment B of this agreement.

12. Paternity Leave

An employee who otherwise satisfies the requirements of Chapter 2, Part 2, Subdivision 3 of the Industrial Relations Act, 1991, shall be entitled to the paternity leave there set out, and the employer shall not withhold consent unreasonably.

13. Maternity Allowance

- (a) A teacher who applies for maternity leave under Subdivision 2 of Division 3 of Part 2 of Chapter 2 of the Industrial Relations Act, 1991 and is granted maternity leave by the College in accordance with these provisions shall be entitled to a maternity allowance calculated in accordance with subclause (b) of this clause.
- (b) The maternity allowance in subclause (a) shall be equivalent to six weeks' salary at the rate of salary the teacher would have received on the day the teacher commenced maternity leave if the teacher had not commenced maternity leave.
- (c) The teacher may elect to receive the maternity allowance in subclause (b) in accordance with the usual College payment schedule for six weeks or as a lump sum payment in advance.
- (d) Where a teacher applies for a lump sum payment in advance under subclause (c), the teacher shall give the College at least one month's notice of this intention.
- (e) If a teacher has received payment of the maternity allowance and subsequently the teacher's pregnancy results in a miscarriage or a still birth the teacher shall be

entitled to retain the payment of the maternity allowance paid in accordance with this clause so long as the teacher remains on maternity leave for a period of six weeks or greater.

The period of maternity leave will not be service for the purpose of any statutory entitlement or other entitlement under the award or this enterprise agreement.

- (g) The parties agree to review the effect of this clause in the event of any legislation by either the Federal or State Government which provides a maternity allowance or similar payment however named or in the event that the operation of this clause is found to be discriminatory by an anti-discrimination tribunal.
- (h) A teacher who receives a maternity allowance in accordance with this clause is not to be employed as a casual employee by the College in the six weeks, following the teacher's confinement.
- (i) Except as varied by this clause the provisions of subdivision 2 of Division 3 of Part 2 of Chapter 2 of the Industrial Relations Act 1991 shall continue to apply to both the College and the teacher who has received a maternity allowance in accordance with this subclause.
- (j) Having completed one year's service, a teacher who receives a maternity allowance with this clause shall also in addition be entitled to take any period of long service leave in accordance with Clause 10 of this agreement either in lieu of unpaid maternity leave or to extend the period of leave.
- (k) This clause shall apply to teachers who commence maternity leave on or after 13 February 1995.

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 IEU, 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 IEU or his/her nominee and the Executive Director of the

Public Industrial Office or his/her nominee for discussion and
late action.

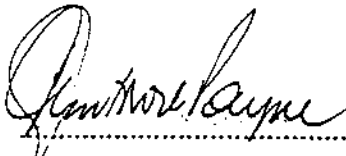
- (iv) If this matter cannot be resolved at this level it may be referred to the
Industrial Relations Commission of New South Wales or its successor.
- (d) Nothing contained in this procedure shall prevent the General Secretary of the IEU
or his/her nominee or the Executive Director of the Catholic Industrial 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

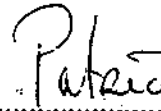
This enterprise agreement was not entered into by either party under duress from the other
party or any other person or persons.

16. Term

This enterprise agreement shall have a nominal term which shall expire on 6 August 1997.



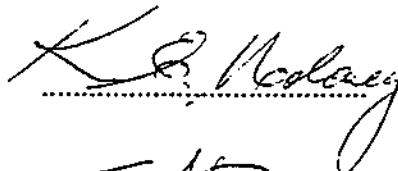
Brother Ambrose Payne
Principal
Oakhill College, Castle Hill

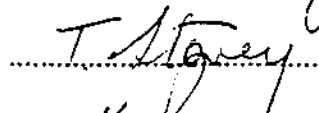


Mr Patrick Lee
Acting General Secretary
NSW Independent Education Union



The COMMON SEAL OF THE TRUSTEES OF THE DE LA SALLE
BROTHERS was hereunto affixed pursuant to a resolution
passed by the said Corporation in the presence of:

 PROVINCIAL

 MEMBER

 MEMBER

PROMOTION POSITIONS

1. The College will allocate a minimum of 44 points as the resource level necessary to support and remunerate the additional responsibilities exercised by its teachers in the administration of the College.

The College will allocate these points at the following minimum levels.

Curriculum	34
Pastoral Care	10
	<u>44</u>

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 the Trustees of the College, where appropriate;
 - (v) best management/organisation practices;
 - (vi) the need to recognise and remunerate added responsibility and work in curriculum, pastoral or administrative leadership;
 - (vii) College Policy and Plannig.
 - (viii) any other matter consistent with the identified needs of the College.
3. Where the 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 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 IEU 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 IEU or his/her nominee, who will discuss the matter with the Principal. The Principal may also involve the Catholic Industrial Office in these discussions.

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

<u>Positions</u>	<u>Points</u>
Second Assistant to the Principal	4
Co-ordinator 3	3
Co-ordinator 2	2
Co-ordinator 1	1
Senior Teacher 2	1

6. (a) From the 34 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.

(b) From the 10 points allocated to Pastoral Care, the College will appoint a 4 point position of Second Assistant to the principal.

(c) The Principal and the IEU Chapter may reach agreement to the effect that the pattern of promotion 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) 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 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.
 - (e) A "Second Assistant to the Principal" means a teacher appointed as such by the College who assists the Principal and Assistant to the Principal in their responsibility for the conduct and organisation of the College.
8. All appointments to promotion 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 the 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 promotion 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 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.

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.

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FAMILY LEAVE

- (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, provided that each teacher is entitled to not less than one week's sick leave for each year of service.
 - (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.

Enterprise Agreement

Teachers employed by the De La Salle Brothers, Oakhill College

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