

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA98/287

TITLE: Teachers Employed by Our Lady of Mercy College, Parramatta

I.R.C. NO: 98/5471

DATE APPROVED/COMMENCEMENT: 30 October 1998

TERM: Expires 28 January 2001

**NEW AGREEMENT OR
VARIATION:** New

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 10

**COVERAGE/DESCRIPTION OF
EMPLOYEES:** Applies to teachers employed at the College

PARTIES: Our Lady of Mercy College, Parramatta -&- New South Wales Independent Education Union



Enterprise Agreement

TEACHERS EMPLOYED BY OUR LADY OF MERCY COLLEGE, PARRAMATTA

ARRANGEMENT

Clause No.	Subject Matter
1.	Parties to the Agreement
2.	Scope of Agreement
3.	Award
4.	Objects of the Agreement
5.	Superannuation Funds
6.	Annual Remuneration
7.	Flexibility in School Day
8.	Temporary Employees
9.	Co-Curricula Activities
10.	Outside School Activities
11.	Promotion Positions
12.	Professional Development
13.	Appraisal
14.	Dispute Avoidance and Grievance Procedure
15.	Duress
16.	Term



Attachment A - Promotion Positions

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 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

Except as provided by this agreement, the conditions of employment of teachers by the College will be in accordance with the Teachers (Catholic Independent 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 the 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.



5. Superannuation Funds

The parties agree to further discuss Superannuation Fund arrangements at the College and to finalise an agreed position as soon as possible.

6. Annual Remuneration

6.1 Notwithstanding subclause 3.1 of the Award, by mutual agreement with the College a teacher may elect to receive an amount in salary equal to the difference between salary calculated in accordance with the rates of pay prescribed by the Award and the amount specified by the College from time to time for the benefit received by the teacher from the College as Superannuation made available by the College at its discretion, with initial application one month after the start of this Agreement.

6.2 Any benefits under subclause 6.1 of this clause will be in addition to amounts payable under the Award and Federal Government legislation and any benefit offered from time to time may be withdrawn or altered to meet legislative or Australian Tax Office requirements.

Registered
Enterprise Agreement
Industrial Registrar

6.3 For the purpose of this clause:

- (a) 'Benefits' means such of the benefits of the kind referred to in subclause 6.1 as are agreed between the College and a teacher to be provided under a Package Agreement.
- (b) 'Benefits Value' means the amount specified by the College from time to time as the value of any Benefits provided to a teacher under a Package Agreement (inclusive of any Fringe Benefits Tax payable under the *Fringe Benefits Tax Act 1986* as amended).
- (c) 'Package Agreement' means an agreement between the College and a teacher.
- (d) 'Package Salary' means the salary equal to the difference between the Benefits Value and the remuneration which would have applied to the teacher under the other provisions of the Industrial Instruments had a Package Agreement not been in force.
- (e) 'Package Value' means the total of the Package Salary and the Benefits Value paid or provided to a teacher under a Package Agreement.

6.4 This Clause only applies if there is a Package Agreement in force, and if so the other provisions of the Industrial Instruments shall be subject to this Clause.

6.5 If there is a Package Agreement in force regard shall be had to the Benefits Value and the Package Salary in assessing compliance by the College with the minimum remuneration provisions in the Industrial Instruments.

6.6 Whilst a Package Agreement is in force:

- (a) any teacher who takes paid leave on full pay shall receive the benefits and Package Salary during such period of leave;
- (b) if a teacher takes leave without pay or is suspended without pay under the Award or otherwise or is in receipt of workers compensation, the teacher will not be entitled to any benefits during such period of leave or suspension or receipt of workers compensation;

- (c) if a teacher takes leave on less than full pay or is suspended under the Award or otherwise on less than full pay the teacher shall during such period of leave or suspension receive benefits and a salary calculated by applying the following formula:

$$A = S \times P\% - [(100\% - P\%) \times B]$$

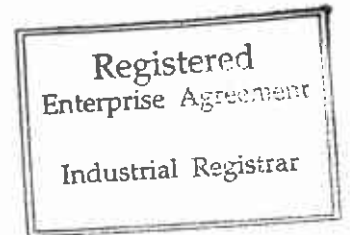
where:

A = the amount of salary

S = the Package Salary

P = the percentage of the Package Salary payable during the period of leave or suspension

B = the Benefits Value during such period of leave or suspension;



6.7 Any other payment under the Industrial Instruments calculated by reference to the teacher's salary, or rate of pay, however described, and payable:

- (a) during employment; or
- (b) on termination of employment in respect of untaken paid leave; or
- (iii) on death,

shall be calculated by reference to the remuneration which would have applied to the teacher under the other provisions of the Industrial Instruments had a Package Agreement not been in force.

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 and school needs. Proposals regarding the school day will be discussed with staff and relevant members of the school community. Where teachers conduct classes for periods 1 (commencing at 8.00am) or 8 (commencing at 3.15pm) they will be compensated by an arrangement allowing them an equivalent part of a day as time in lieu. Where such an arrangement cannot be conveniently programmed alternative proposals may be discussed with the teacher and relevant members of the school community with a view to reaching agreement on substitute arrangements.

8. Temporary Employees

8.1 Delete clause 2(e) of the Award.

8.2 "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 teachers 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 IEU and the teacher may agree to extend the temporary period of appointment beyond two years if the College, the IEU and teacher concerned agree. The IEU shall not withhold their consent unreasonably.

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

Registered
Enterprise Agreement

Industrial Registrar

9. Co-Curricular Activities

The parties recognise that teachers are required to participate in co-curricular 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. Outside School Activities

The parties recognise that teachers participate in activities conducted by the College but away from the school premises and/or outside normal school hours. The parties agree to develop during the life of the Agreement a set of guidelines for such activities which gives consideration to:

- the nature of the various activities
- the interests and expertise of teachers
- the professional and family commitments of teachers
- any extra workload generated by such activities
- Legal and Occupational Health and Safety issues
- health of students.

11. Promotion Positions

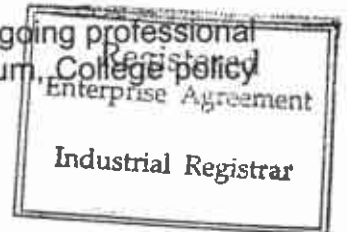
- 11.1 The promotion positions in the College will be as set out in Attachment A to this agreement.
- 11.2 Appointments to promotion positions from 27 January 1998 will be for an initial three year appointment and be made on the basis of merit and suitability.
- 11.3 Towards the end of the three year appointment a formal summative performance review will be undertaken and if the outcome of this review is favourable the contract will be offered for a further three years.
- 11.4 Staff with continuing employment status with the College who are unsuccessful in being reappointed to a promotion position or whose positions no longer exist are entitled to continuing employment with the College and are entitled to access

agreed grievance procedures.

- 11.5 The process to be implemented for the formal summative performance review shall be valid, open and agreed between the parties.

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 1989 Structural Efficiency Agreement and College policy developed in 1997. The policy for Peer Appraisal and Co-ordinator Performance Review will be monitored during the life of this agreement and reviewed during the second half of the year 2000..

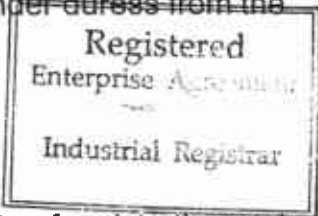
14. Dispute Avoidance and Grievance Procedure

- 14.1 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.
- 14.2 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.
- 14.3 (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 IEU, 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 IEU or his/her nominee and the Executive Director of the Catholic Commission for Employment Relations 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.

14.4 Nothing contained in this procedure shall prevent the General Secretary of the IEU or his/her nominee or the Executive Director of the Catholic Commission for Employment Relations 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 commence operation from the date of registration and shall continue in force until 28 January 2001. The parties agree to meet in early Term IV year 2000 for discussion about a new agreement in 2001 to replace this agreement.

A. M. Mackinnon

Sister Ailsa Mackinnon
Principal, Our Lady of Mercy College
Parramatta

Patrick Lee

Patrick Lee
Acting General Secretary
NSW Independent Education Union

(Sr) *Marie Gaudry*

Sister Marie Gaudry, Congregational Superior
for and on behalf of the Trustees of the
Sisters of Mercy, Parramatta.

PROMOTION POSITIONS

1. The College will allocate a minimum of 11 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 IEU 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 IEU or his/her nominee, who will discuss the matter with the Principal. The Principal may also involve the Catholic Commission for Employment Relations in these discussions.
 - (iv) Nothing contained in this procedure, except the time limit, shall prevent the General Secretary of the IEU 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



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 IEU 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.

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 promotion 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 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.

