

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO: EA01/123**

**TITLE:** Teachers employed by Mount St Joseph Milperra Ltd

**I.R.C. NO:** 2000/5372

**DATE APPROVED/COMMENCEMENT:** 14 February 2001

**TERM:** 24 months

**NEW AGREEMENT OR  
VARIATION:** New

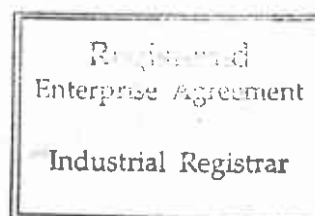
**GAZETTAL REFERENCE:** 11 May 2001

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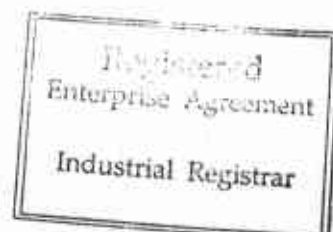
**PARTIES:** Mount St Joseph Milperra Ltd -&- New South Wales Independent Education Union



# ENTERPRISE AGREEMENT

## TEACHERS EMPLOYED BY MOUNT ST JOSEPH MILPERRA LTD

Approved & Commenced 14-2-2001  
Term: 24 months  
Ending 24-2-2003

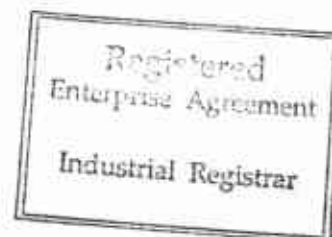


# Enterprise Agreement

Teachers employed by Mount St Joseph Milperra Ltd.

## Arrangement

Clause No.	Subject Matter
1.	Parties to the Agreement
2.	Scope of the Agreement
3.	Award
4.	Objects of the Agreement
5.	Salary Packaging
6.	Flexibility in School Day
7.	Co-Curricular Activities
8.	Promotions Positions
9.	Professional Development
10.	Long Service Leave in Short Blocks
11.	Long Service Leave in Conjunction with Parental Leave
12.	Disputes Procedure
13.	Duress
14.	Term
Attachment "A"	Principles of Employment
Attachment "B"	Promotions Positions



### 1. Parties to the Agreement

This Agreement is made between Mount St Joseph Milperra Ltd (the "School") and the NSW Independent Education Union (the "IEU"), the latter being a registered industrial union of employees.

### 2. Scope of Agreement

- (a) This Agreement shall apply to teachers and the teacher/librarian employed by the School on or after the date of registration of this Agreement.
- (b) This Agreement shall not apply to teachers of music or other creative arts who are remunerated on an individual fee basis.

### 3. Award

Except as provided by this Agreement, the conditions of employment of teachers by the School will be in accordance with the *Teachers (Catholic Independent Schools) (State) Award* (the "Award").

### 4. Objects of the Agreement

- (a) The School and the teachers employed at the School are committed to implementing the School's Vision and Mission and its underlying ethos and philosophy as a Catholic school.
- (b) The School and the teachers accept and support the Principles of Employment. These Principles of Employment form part of this Agreement as Attachment "A".
- (c) In reaching this Agreement, the parties have recognised:
  - (i) the need to maintain a working environment in which education can be provided in harmony with the charism of Mary MacKillop founder of the Sisters of St Joseph as expressed through the school's philosophy and mission;
  - (ii) 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 Non-Government School sector reported in the 1992 State Wage Case Decision of the New South Wales Industrial Commission;
  - (iii) that productivity and efficiency have a growing influence in educational policies and practices. The School is expected to do more with the same level of resources, necessitating productivity and efficiency improvements which may be qualitative rather than quantitative;
  - (iv) the variety of managerial and educational arrangements that exist requiring flexibility in the application of regulations that govern employment practices;
  - (v) the professional standing of the teachers in the School;
  - (vi) mutual responsibility to protect, maintain and develop the quality of education and the life of the School and public perception of its people and programmes;
  - (vii) the need to maintain the long term financial viability of the School;
  - (viii) the value in developing Industrial Relations principles, and are committed to progressing these during the life of the Agreement.

## 5. Salary Packaging

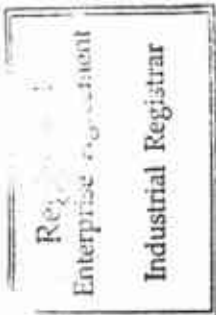
- (a) Notwithstanding clause 3 of the Award, by mutual agreement with the School a teacher may elect to receive:
- (i) the benefit of services provided by the School; and
  - (ii) an amount in salary equal to the difference between salary calculated in accordance with the rates of pay prescribed by the Award and any benefits available under paragraph (a) (i) of this clause.
- (b) The School, in consultation with the teacher, shall determine the range of benefits which are offered to the teacher.
- (c) The teacher may determine, within the benefits offered by the School, the mix and level of benefits under subclause (a) of this clause.
- (d) A teacher who takes any paid leave shall receive the benefits and salary in accordance with subclause (a) of this clause.
- (e) If a teacher takes leave without pay or is in receipt of workers compensation, the teacher will not be entitled to receive the benefits in accordance with paragraph (a)(i) of this clause during such period of leave or receipt of workers compensation.
- (f) Any Award entitlement calculated by reference to the teacher's salary, and payable:
- (i) during employment; or
  - (ii) on termination of employment in respect of untaken paid leave; or
  - (iii) on death

shall be at the rate of salary as set out in Part B Monetary Rates of the Award.

- (g) All costs associated with salary packaging, except for School administered superannuation benefits only, shall be borne by the teacher.

## 6. Flexibility in School Day

The parties are committed to the principle of flexibility in the timing and length of the School day to meet changing curriculum requirements and student needs. Proposals to alter the current practice would be discussed with the teachers and School community and suitable agreements, which meet the needs of both the individual teachers and the School community, be reached. Where a teacher is required to conduct a class before 8.40am or after 3.20pm he/she will be compensated with equivalent time off during a school day.



## 7. Co-Curricular Activities

The parties recognise that teachers are required to participate in co-curricular activities in accordance with School practice. The interests and expertise of teachers will be considered in the management of such activities.

## 8. Promotions Positions

The promotions positions in the School are as set out in Attachment **"B"** to this Agreement.

## 9. Professional Development

- (a) The parties recognise that teachers, as professionals, have an ongoing need to participate in professional development to meet the demands caused by changes in curriculum, School policy and in the community's expectations of schools.
- (b) The parties agree to work towards professional development, skill development and School improvement in accordance with section 4.1 to 4.8 inclusive of the 1989 Structural Efficiency Agreement.
- (c) The parties recognise that appraisal is part of this ongoing professional development.
- (d) The parties agree that all teachers will continue to develop their understanding of the beliefs, teaching and practices of the Catholic Church.
- (e) The parties agree that all teachers of Religious Education who do not have formal Religious Education qualifications or accreditation to teach Religious Education in the Archdiocese of Sydney undertake study in Religious Education to at least the standard of the Certificate in Religious Education in New South Wales and that this study should be started during the life of the agreement, unless otherwise negotiated and agreed with the teacher.

In order to assist teachers to reach this minimum standard, the school will reimburse the cost of course tuition and enrolment fees payable by teachers undertaking the Certificate of Religious Education or an equivalent amount towards any other course leading to an approved formal qualification in Religious Education.

## 10. Long Service Leave In Short Blocks

- (a) A teacher who has more than ten years service shall be entitled to apply to take long service entitlements in periods of not less than two weeks, subject to the following conditions:
  - (i) Approval for such leave shall not be unreasonably withheld by the School.

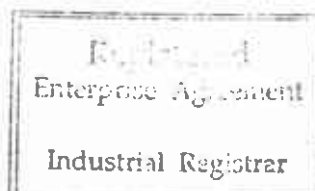
- (ii) Approval shall not be granted for such periods of long service leave more than once per school term.
  - (iii) Where such leave is approved, paragraph 12.4(d) and subclause 12.5 of the Award shall not apply in respect of pupil vacation periods.
- (b) A teacher who has less than ten years service shall be entitled to apply to take long service leave entitlement, subject to the following conditions:
- (i) The period of leave shall be term blocks or in shorter blocks after discussion with the School Principal. The parties agree that such applications should be for a reasonable period of leave (eg. four to six weeks).
  - (ii) The discussions about the period of leave will take account of the School's staffing needs and planning as well as the teacher's wishes in taking long service leave.
  - (iii) Two school terms notice of the intention to take leave is required under this Agreement.
- (c) A teacher who has an entitlement to long service leave in accordance with the Award or this Agreement may apply for leave without pay in conjunction with long service leave.

In such case, he/she will be paid long service leave in conjunction with the *Long Service Leave Act, 1955*. However, this pay may be averaged over the combined period of both types of leave at the request of the teacher.

### **11. Long Service Leave In Conjunction with Parental Leave**

For long service leave taken in conjunction with parental leave the following provisions shall apply:

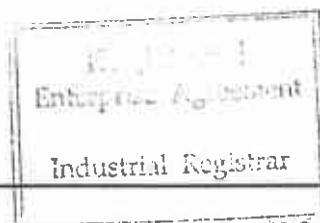
- (a) For the purposes of this subclause "parental leave" shall include maternity leave, adoption leave and paternity leave as defined by Section 55 of the *Industrial Relations Act, 1996*.
- (b) A teacher who has eight or more continuous years service with the School prior to taking parental leave shall be entitled to be paid pro-rata long service leave entitlements, either in whole or in part, calculated in accordance with clause 12 of the Award on the commencement of parental leave.
- (c) Where a teacher has less than eight years continuous service but five or more years continuous service with the School prior to taking parental leave, then the following shall apply:



- (i) A teacher shall be entitled to be paid pro-rata long service leave entitlements either in whole or in part, calculated in accordance with clause 12 of the Award on the commencement of parental leave.
  - (ii) Where the teacher's employment is subsequently terminated and he/she has no entitlement or an insufficient entitlement to long service leave under this clause, the School may deduct from any remuneration payable on termination to the teacher the amount paid to him/her for long service leave whilst on parental leave.
- (d) Where a teacher has less than five years continuous service with the School prior to taking parental leave, then the following shall apply:
- (i) A teacher shall be entitled to be paid pro-rata long service leave entitlements, either in whole or in part, calculated in accordance with clause 12 of the Award on the commencement of parental leave to a maximum of three weeks.
  - (ii) Where the teacher's employment is subsequently terminated and he/she has no entitlement or an insufficient entitlement to long service leave under clause 12 of the Award the School may deduct from any remuneration payable on termination to the teacher the amount paid to him/her for long service leave whilst on parental leave. If there is no remuneration payable on termination or the amount of remuneration payable is less than the amount of long service leave, the teacher will be required to pay any outstanding amount to the School.
- (e) Where a teacher desires to be paid some or all of the long service leave entitlement whilst on parental leave, he/she will give not less than four weeks notice in writing of this intention to the School prior to the date on which he/she proposes to commence parental leave.
- (f) Where a teacher desires to be paid long service long while on parental leave the period of long service leave taken cannot exceed the period of time on parental leave.
- (g) Except as varied by subclauses (a) to (f) of this clause, clause 12 of the Award and the *Industrial Relations Act, 1996* will continue to apply.
- (h) The expression "continuous service" in this clause shall have the same meaning as in the *Long Service Leave Act, 1955*.

## 12. Disputes Procedure

Clause 18, Disputes Procedure, of the Award shall be followed with respect to any matter arising out of this Agreement.





**13. Duress**

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

**14. Term**

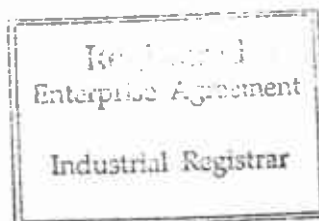
This Agreement shall have a term of two years from the date of registration.



Sr Mary Ellen O'Donoghue  
Principal  
Mount St Joseph Milperra Ltd



Richard Shearman  
General Secretary  
NSW Independent Education Union



## **PRINCIPLES OF EMPLOYMENT**

The Catholic Church has established schools to fulfil the vision that is expressed in the Gospels. Mount St Joseph Milperra Ltd (the School) is expected to provide quality education for its children in an environment that reflects Gospel values.

The School performs a key role in the delivery of the mission of the Catholic Church.

In an environment of mutual respect for the dignity of all people, teachers will be expected to support the mission of the School and the Sisters of St Joseph by:

1. regarding themselves as being in co-operative partnership with parents, pastors and the Catholic community generally working towards the achievement of the School's mission;
2. showing respect for and acting in a manner that avoids injury to the religious susceptibilities of the adherents of the Catholic religion.

Principles of Employment provisions in letters of appointment issued by the School shall reflect the wording of this Agreement.

### **THE MISSION OF MOUNT ST JOSEPH, MILPERRA**

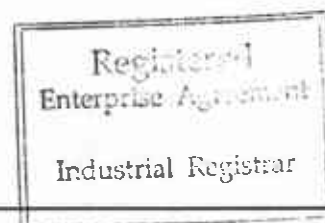
Our school, Mount St Joseph Milperra, is part of the mission of the Catholic Church, and more specifically of the Sisters of St Joseph, whose spirit is that of Mary MacKillop.

This spirit finds expression in a school community where students from all backgrounds experience being sent as Jesus was. This calls them:

- ◆ to develop personal and communal relationships with God;
- ◆ to recognise their gifts, abilities and dignity as young women;
- ◆ to utilise the opportunities offered to experience learning across a wide-ranging curriculum;
- ◆ to think critically, and to act with self-reliance and responsibility in their relationships with others;
- ◆ to live their lives in accordance with the Gospel values of justice, compassion, hospitality, forgiveness and a respect for the dignity of all people;
- ◆ to believe in the value and importance of education as a means of effecting real change in the world;
- ◆ to grow as women of wisdom, trust and integrity and thus to "put on the armour of light".

## **PROMOTIONS POSITIONS**

1. The School will allocate a minimum of 31 points excluding the REC to promotions positions.
2. The Principal, after appropriate consultation with members of the school community will determine the structure of promotion positions having regard to:
  - (i) actual and future School and pupil needs;
  - (ii) curriculum structure and requirements;
  - (iii) Board of Studies requirements;
  - (iv) the results of a School renewal or review and consultations with the School 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) the School's Vision and Mission Statements and School policy;
  - (viii) the provision of career paths for teachers; and
  - (ix) any other matter consistent with the identified needs of the School.
3. Where the Principal varies the promotion structure in the School and this variation affects a current incumbent of a promotion position then at least one school term's notice will be given to those affected by the alteration of promotion structure.
4.
  - (i) Where an incumbent is affected by an alteration he/she 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 who will discuss this matter with the Principal.

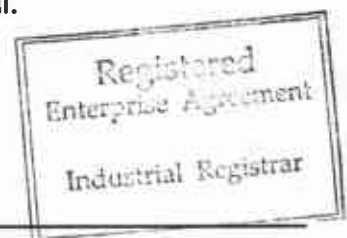


- (iii) If the matter remains unresolved, and it is deemed appropriate by the teacher, it shall be referred to the General Secretary of the IEU or his/her nominee, who will discuss the matter with the Principal. The Principal may also involve the Catholic Commission for Employment Relations in these 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.

6. 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

- 7. (a) From the 31 points in clause 1 the School shall appoint a minimum of 19 points to curriculum and 12 points to pastoral care.
- (b) 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 School.
- 8. (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 programme 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 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 School; or
  - (ii) to perform other duties (of comparable level including in the area of pastoral care) requiring a high level of professional expertise.
9. All appointments to promotion positions will be made on the basis of merit and suitability and will normally and appropriately be advertised.
10. Each teacher appointed to a promotion position after the registration of this Agreement will commence a three year period of appointment receive a letter of appointment which will set out the duties to be performed by the teacher in the School and the period of appointment, in accordance with School policy.
11. Each teacher appointed to a promotion position will be inducted into that position, in accordance with School policy.
12. (i) Each teacher holding an ongoing promotion position will be appraised while holding such a position in accordance with School policy.
- (ii) Where there are significant areas of concern in the performance of the role a clearly documented developmental plan will determine the offer of a further contract.
- (iii) Such an appraisal does not derogate from the rights of a teacher or the School under the Disputes Procedures in this Agreement.
13. Any teacher required by the School to act in a promotion position for at least ten 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 three full school years where such a teacher is employed on a specific programme not funded by the School or where such a teacher is

