

## **REGISTER OF ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA07/21

**TITLE: Teachers employed by Mount St Joseph Milperra Enterprise Agreement 2007**

**I.R.C. NO:** IRC7/1786

**DATE APPROVED/COMMENCEMENT:** 14 November 2007 / 22 October 2007

**TERM:** 36

**NEW AGREEMENT OR  
VARIATION:** Replaces EA01/123.

**GAZETTAL REFERENCE:** 30 November 2007

**DATE TERMINATED:**

**NUMBER OF PAGES:** 8

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** The agreement applies to all teachers and teacher/librarians employed by the Mount St Joseph Milperra Ltd., located at 273 Horsley Road, Milperra NSW 2214, who fall within the coverage of the Teachers (Catholic Independent Schools) (State) Award 2006 and the Catholic Schools Long Service Leave Portability (State) Award.

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

# ENTERPRISE AGREEMENT TEACHERS EMPLOYED BY MOUNT ST JOSEPH MILPERRA

## 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 Days
7.	Co-Curricular Activities
8.	Promotions Positions
9.	Professional Development
10.	Long Service Leave
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 (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 sport, music or other creative arts or contracted teachers in other subject areas, who are remunerated on an individual fee basis. Teachers of sports, music or other creative arts who are on staff with the School are included as part of the 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 (Catholic Independent Schools) (State) Award* (the "Award") and the *Catholic Schools Long Service Leave Portability (State) Award*.

### 4. Objectives of the Agreement

- (a) The School and the teachers employed at the School are committed to implementing the School's Mission and Vision Statements 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 School's philosophy, and the charism of Mary MacKillop, founder of the Sisters of St Joseph as expressed through the School's philosophy and mission;
  - (ii) this Agreement is intended to assist and promote the delivery of high quality education in the School;
  - (iii) the variety of managerial and educational arrangements that exist requiring flexibility in the application of regulations that govern employment practices;
  - (iv) the professional standing of the teachers in the School;
  - (v) mutual responsibility to protect, maintain and develop the quality of education and the life of the School and the public perception of its people and programmes; and
  - (vi) the need to maintain the long term financial viability of the School.

## **5. Salary Packaging**

- (a) Notwithstanding sub-clause 4.9 of the Award, an employer may offer and a teacher may elect to receive his or her annual remuneration as a combination of salary (payable fortnightly) and benefits payable by the employer. The sum total of such salary, benefits, Fringe Benefits Tax and employer administrative charge will equal the appropriate salary prescribed by sub clause 4.1, sub clause 4.2 and sub clause 5.1 of the Award.
- (b) The employer will determine the range of benefits available to the teacher and the teacher may determine the mix and level of benefits as provided in paragraph (a) of this sub clause.
- (c) Any payment calculated by reference to the teacher's salary and payable either:
- (i) during employment; or
  - (ii) on termination of employment; or
  - (iii) on death,

shall be at the rate prescribed by the Award at subclause 4.1 (Salaries Payable), subclause 4.2 (Special Education Teacher Allowance) and subclause 5.1 (Allowances).

- (d) 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) of this clause during such a period of leave or receipt of workers compensation.
- (e) A teacher who takes any paid leave shall receive the benefits and salary in accordance with subclause (a) of this clause.

## **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 will be discussed with the teachers and School community, and suitable agreements, which meet the needs of both the individual teachers and the School community, will be reached. Where a teacher is required to conduct a class, by direction of the School or faculty coordinator, before 8.40am or after 3.20pm he/she will be compensated with equivalent release time during a subsequent School day.

## **7. Co-Curricular Activities**

The School has always promoted co-curricular activities as an integral part of the total education offered. 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**

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

## **9. Professional Development**

- (a) The parties recognise that professional development is a shared responsibility with regard to both time and resources and teachers, as professionals, have an ongoing need to participate in professional development, skill development and School improvement. Among other issues, requirements on teachers for professional development arise from changes to:
- (i) curriculum; or
  - (ii) broad community expectations of Schools; or
  - (iii) School policy initiatives; or
  - (iv) Government requirements, including the NSW Institute of Teachers.
- (b) The parties recognise that appraisal is part of this ongoing professional development.
- (c) The parties agree that all teachers will continue to develop their understanding of the beliefs, teaching and practices of the Catholic Church.
- (d) The parties agree that teachers who are appointed to positions where the teaching of Religious Education is included will have Religious Education qualifications or accreditation to teach Religious Education in the Archdiocese of Sydney, or undertake study in Religious Education to at least the standard of the Certificate in Religious Education in New South Wales. This study will be started during the life of the agreement, unless otherwise negotiated and agreed with by the School and teacher. It is also expected that these teachers who are appointed to teach Religious Education have the necessary background, knowledge and professional commitment to the purposes of Catholic Religious Education and the Catholic ethos of the School.
- (e) 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 ten or more 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, it shall be exclusive of pupil vacation periods.

- (iv) One full School term's notice of the intention to take leave is required under this sub clause.
- (b) A teacher who has more than 5 but less than 10 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 in 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 of not less than two 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) One full School term's notice of the intention to take leave is required under this sub clause.
- (c) A teacher who has an entitlement to long service leave in accordance with the Award or this Agreement may apply to take a period of leave without pay in addition to long service leave under this clause.
- (d) In exceptional circumstances, and after weighing up the needs of the school and the teacher's need to take the leave, the employer may accept a notice period shorter than that prescribed by this clause.

### **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; such entitlements to be calculated in accordance with clause 13 of the Award as at 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; such entitlements to be calculated in accordance with clause 13 of the Award as at 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, to a maximum of three weeks; such entitlements to be calculated in accordance with clause 13 of the Award as at 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 clause 13 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 leave 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 13 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 20 (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 3 years from the date of registration.

.....  
 Sr Barbara Bochat  
 Principal  
 Mount St Joseph Milperra

.....  
 Richard Shearman  
 General Secretary  
 NSW Independent Education Union

**ATTACHMENT "A"**

## PRINCIPLES OF EMPLOYMENT

The Catholic Church has established Schools to fulfil the vision that is expressed in the Gospels. Mount St Joseph Milperra (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 Charism of 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; and
2. showing respect for and acting in a manner that avoids injury to the religious susceptibilities of the adherents of the Catholic religion; and

3. uphold the School's code of conduct

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

#### **MISSION STATEMENT OF MOUNT ST JOSEPH MILPERRA**

Mount St Joseph Milperra embraces the mission of Jesus  
In the context of Catholic Education and in the spirit of Mary MacKillip,  
Founder of the Sisters of St Joseph.

Built up on the values of justice, compassion and a love of learning  
This School community nurtures the growth of young women  
from all backgrounds, challenging them to be self-reliant  
and to exercise an active role in Church and Society.

The School community values the dignity of each person  
and thus promotes respect for self, others,  
Earth and God.

#### **THE VISION STATEMENT 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".

**ATTACHMENT "B"**

#### **PROMOTIONS POSITIONS**

1. The School will allocate a minimum of 40 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.
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 40 points in clause 1 the School shall appoint a minimum of 28 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.
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 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.
8. All appointments to promotion positions will be made on the basis of merit and suitability and will normally be advertised internally and/or externally as appropriate.
9. Each teacher appointed to a promotion position after the registration of this Agreement will commence a three year period of appointment, and 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.
10. Each teacher appointed to a promotion position will be inducted into that position, in accordance with School policy.
11. (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.
12. 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 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 School.
13. The foregoing shall not affect the right of the School Principal to summarily terminate any teacher from their promotion position for incompetence, misrepresentation, neglect of duty or other misconduct.