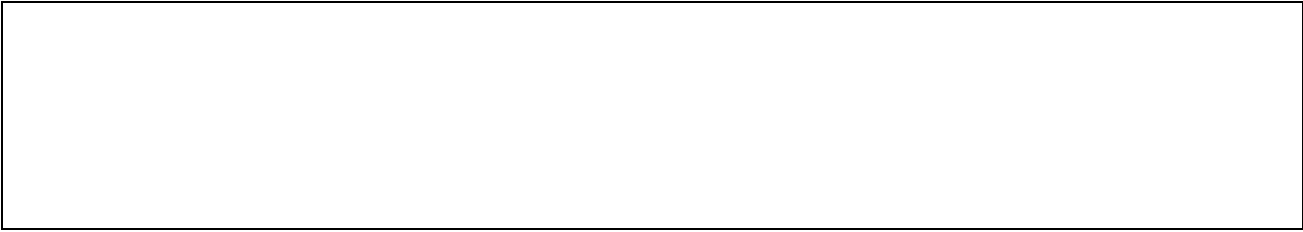


**MOERLINA SCHOOL (ENTERPRISE BARGAINING) AGREEMENT OF  
2003**

**AG 40/04**



## 1. - TITLE

This Agreement shall be known as the Moerlina School (Enterprise Bargaining) Agreement of 2003 and shall replace the Moerlina School (Enterprise Bargaining) Agreement 2001.

## 2. - ARRANGEMENT

1. Title
2. Arrangement
3. Definitions
4. Parties to the Agreement
5. Scope of Agreement
6. Date and Duration of Agreement
7. Expiration of Agreement
8. Relationship to Parent Award
9. Single Bargaining Unit
10. Objectives
11. Salary Rates
12. Agreed Efficiency Improvements
13. Agreed Matters
14. Expectations of Staff
15. Part Time Teaching Contracts
16. No Reduction
17. No Further Claims
18. No Precedent
19. Dispute Resolution Procedure
20. Signatories

## 3. - DEFINITIONS

- (1) The "Moerlina School Council" shall mean the elected representatives of the School Parent Body as defined in the "Constitution Moerlina School Council, Claremont WA." 3rd Revision August, 2003 and its subsequent amendments.
- (2) "Award" shall mean the Independent School's Teachers Award 1976 and its subsequent amendments unless otherwise stated.

## 4. - PARTIES TO THE AGREEMENT

This Agreement is made between The Moerlina School Inc (the School) and the Independent Schools Salaried Officers' Association of Western Australia, Industrial Union of Workers (the ISSOA), a registered organisation of employees.

## 5. - SCOPE OF AGREEMENT

- (1) This agreement shall apply to teachers who are employed within the scope of the Independent Schools' Teachers' Award 1976 (the award) in Western Australia and who are members or are eligible to be members of the ISSOA.
- (2) The number of employees covered by this agreement is 10.

## 6. - DATE AND DURATION OF AGREEMENT

- (1) This Agreement shall come into effect on the 1st day of August 2003 and shall expire on the 31st day of July 2005.
- (2) The parties have agreed to meet no later than 6 months prior to the expiration of this Agreement to negotiate a new Agreement.

## 7. - EXPIRATION OF AGREEMENT

On expiration of the Agreement and in the absence of the registration of a subsequent Enterprise Agreement the provisions of this Agreement shall apply until such time as a new agreement is registered.

## 8. - RELATIONSHIP TO PARENT AWARD

This Agreement shall be read and interpreted in conjunction with the award. Where there is any inconsistency between this Agreement and the award, this Agreement will prevail to the extent of the inconsistency.

## 9. - SINGLE BARGAINING UNIT

The parties to this Agreement have conducted negotiations and reached full agreement.

## 10. - OBJECTIVES

The nature and purposes of this Agreement are to:

- (1) Consolidate and develop further, initiatives arising out of the award restructuring process.
- (2) Accept a mutual responsibility to maintain a working environment which will ensure that the School and its staff become genuine participants and contributors to the School's aims, objectives and philosophy, ensuring the School's name and educational reputation in the community is not tarnished or discredited in any way.

- (3) Safeguard and improve the quality of teaching and learning by emphasizing the upgrading of professional skills and knowledge. The School and the teaching staff acknowledge that this upgrading of skills and experience can best occur when both the School and employees share responsibility for professional development by undertaking both in-service and external courses and training partly during school time and partly during the teacher's time.

#### 11. - SALARY RATES

- (1) (a) The minimum annual rate of salary payable to teachers engaged in the classification prescribed in Clause 14. - Salaries of the Award shall be as per the following schedule:

	1 Aug 03
Step	
	\$
1	31605.20
2	33247.28
3	35163.48
4	36680.22
5	39053.76
6	41353.86
7	44355.72
8	46355.94
9	49612.80
10	51137.70
11	53255.22
12	55069.76
13	57248.52

- (b) The School is committed to maintaining salary parity in general terms with the Department of Education of Western Australia. By this agreement it further agrees to maintain salaries at a margin of 2% above the comparable Department of Education of Western Australia rates.
- (c) In the event that the School believes it is unable to meet its obligations under this clause, it shall notify the ISSOA and the parties will reconvene the bargaining unit for the purpose of reviewing salaries and allowances.

(2) **Superannuation**

- (a) The School will contribute the equivalent of 9% (or government legislated adjusted figure) of the teacher's base salary to a superannuation fund on behalf of the teacher. The teacher may, if he/she wishes, also contribute to this fund. Teachers have an unlimited choice of superannuation funds for their superannuation contributions, provided that the nominated fund is a complying fund under the terms of the Superannuation Guarantee (Administration) Act 1992 of the Commonwealth.

- (b) The School will notify staff members of their entitlement to nominate a complying fund of their choice.
- (c) The staff member and the employer will be bound by the nomination of the staff member, unless the staff member and the employer agree to change the complying superannuation fund or scheme to which contributions are to be made.
- (d) The School will not unreasonably refuse to agree to a change of complying superannuation fund requested by the staff member.

(3) Annual Leave Loading

The provisions of subclause (6) of Clause 10. - Holidays and Vacations of the award shall not apply. The entitlement has been annualised and incorporated into the salary rates prescribed in subclause (1) of this Clause.

(4) Salary Packaging

The Council and teachers may agree to develop and implement individual salary packaging arrangements in lieu of part of the salary.

(5) Deferred Salary Scheme

The Council and teachers may agree to participate in a Deferred Salary Scheme.

## 12. - AGREED EFFICIENCY IMPROVEMENTS

(1) Job Description

The Job Description and Selection Criteria for any new or vacated position will be available to the teacher prior to application and will be the basis of Performance Management and target setting of the teacher. For staff already employed their particular job requirements and target setting will be mutually agreed.

(2) Other Duties

The teaching staff are expected to perform other duties as stated on the Job Description or as mutually agreed by the Principal and the staff member for the benefit of the School as outlined in Clause 14. - Expectations of Staff of the Agreement.

(3) Performance Management

The parties agree to work together to develop Performance Management Procedures.

(4) Payment for Relief Teachers

Notwithstanding the provisions of subclause (5) of Clause 14. - Salaries of the award, relief teachers, employed for five days or less, may be engaged by the day or half-day and paid a daily rate or a pro-rata rate on the basis of the periods worked in relation to the number of periods in the particular school day.

(5) First appointment to the school

- (a) All teachers appointed to the School will be as probationary teachers for the first twelve months.
- (b) A teacher who, at the end of the initial twelve months is deemed by the school not to have developed adequate teaching skills, or not to have met the School's requirements in other respects, may be appointed as a temporary teacher for a further twelve months.
- (c) The School will give a statement of requirements, including methods of appraisal, for teachers during the first year of service at the school.

(6) Sick Leave

An employee shall if required provide to the employer evidence that would satisfy a reasonable person of the entitlement.

(7) School Fees Reduction

Full time teachers shall be entitled to 50% fee reduction for each of their own children to attend Moerlina School.

13. - AGREED MATTERS

(1) Carer's Leave

- (a) A Teacher may take, in one year of service, up to five (5) days of paid leave from his/her sick leave to care for a family member in need of care provided that the teacher:
  - (i) informs the Principal (or a person designated by the Principal) of the need for Carer's Leave and the estimated period of absence at the first opportunity: and
  - (ii) except for the first day's absence in the sequence of consecutive days and if requested by the School, provides evidence that would satisfy a reasonable person of the entitlement.
- (b) Such leave shall not accrue from year to year.

- (c) A maximum of five (5) days of such leave shall be debited to the teacher's sick leave.
- (d) Such leave shall not prejudice a teacher's right to special leave in accordance with the provisions of the award.
- (e) In this clause the word family shall include: parents, grandparents, siblings, parents-in-law, step parents, spouse, defacto spouse, children, stepchildren, grandchildren and, at the discretion of the Principal, other persons for whom the teacher has responsibility.

(2) Long Service Leave

- (a) Prior to 1 January 1997, the accrued entitlement for Long Service Leave shall be 1.3 weeks per year of service.
- (b) From 1 January 1997, a teacher shall accrue long service leave at the rate of 1.43 weeks per year of service.
- (c) A teacher shall be entitled to long service leave on the accrual of ten (10) weeks' leave.
- (d) A teacher must take long service leave within two (2) years of the date of entitlement. Any request to take long service leave beyond this date shall not be unreasonably denied.
- (e) Any teacher found guilty of serious misconduct as described by the School and dismissed by the School for this misconduct will be ineligible for any Long Service Leave benefits or portion thereof except where the teacher has already reached seven (7) years service and not taken the due leave.
- (f) Where a teacher has completed at least five (5) years' service but less than seven (7) years' service and employment is terminated -
  - (i) by their death; or
  - (ii) in any circumstance other than serious misconduct

the amount of leave shall be such portion of ten (10) weeks' leave as the number of completed years of such service bears to seven (7) years.

14. - EXPECTATIONS OF STAFF

Moerlina School is a small community-based school which functions as a co-operative team with the participation of parents, Council, the Principal and staff in the decision making process. Thus, in addition to normal teaching duties, the School expects the following from the staff:



- (1) Teachers are expected to positively participate in the School's Development Plan (SDP) process with regard to curriculum and resource matters.
- (2) Teachers are expected to attend information evenings and other forums regarding matters relevant to the school's educational planning.
- (3)
  - (a) In line with subclause (2) of this clause, staff are expected to attend 8 - 14 School Development non-teaching days per year normally including the day before students commence school and the day after students finish school in each of the four school teaching terms. It is not the intention of the School that such days be held during school holidays.
  - (b) The agenda for these days may include individual or whole staff professional development activities and/or school development sessions as determined by the Principal in consultation with the employees.
- (4) Teachers are expected to keep abreast with current trends and methods in teaching and curriculum matters ensuring they conform with the School's stated philosophy and vision.
- (5) The School actively encourages teachers in their personal professional development and will consider applications of up to 2 days' leave per annum from employees wishing to pursue such development. Approval of such applications is at the discretion of the Principal.
- (6) Teachers are expected to organise and conduct individual 3 way parent/teacher/student interviews out of schools hours once per year, with additional interviews as requested.
- (7) Teachers are expected to assist in the planning, organising and staffing of the annual whole school camp, and to initiate, organise and attend class camps, excursions and/or sleepovers as appropriate to the class curriculum and in accordance with the School's philosophy.
- (8) Flexible Timetabling

The school and teachers are committed to the development of alternative models of timetabling which allow for greater flexibility in the use of time and in the organisation of student groups.

## 15. - PART-TIME TEACHING CONTRACTS

Excludes Temporary Teaching Contracts

- (1) Part time teachers shall have an expectation of continuity of service.
- (2) The School may vary the teaching load of part-time teachers on an annual basis. The periods taught will be considered as a fraction of normal teaching load for the purpose of calculating salary.

- (3) The part-time teacher shall be given at least six weeks' written notice of any variation, unless otherwise agreed by the School and the teacher.
- (4) In determining the teaching load of a part-time teacher, the School acknowledges that such teachers may wish to seek additional employment and agrees to negotiate hours of duty which, as far as practicable, suit the circumstances of the teacher and the School.
- (5) As members of the staff team part-time teachers will contribute pro-rata to the co-curricular and pastoral work of the teaching team. In planning the involvement of part-time teachers in co-curricular and pastoral programmes the School will take into account the fact that part-time teachers need to supplement their income by additional part-time work.

#### 16. - NO REDUCTION

Nothing contained herein shall entitle the School to reduce the salary or conditions of an employee which prevailed prior to entering into this Agreement, except where provided by this agreement.

#### 17. - NO FURTHER CLAIMS

It is a condition of this Agreement that the parties will not seek any further claims, with respect to salaries or conditions, unless they are consistent with the State Wage Case Principles.

#### 18. - NO PRECEDENT

It is a condition of this agreement that the parties will not seek to use the terms, contained herein as a precedent for other enterprise agreements, whether they involve the School or not.

#### 19. - DISPUTE RESOLUTION PROCEDURE

A dispute is defined as any question, dispute or difficulty arising out of this Agreement.

The following procedure shall apply to resolution of any dispute:

- (1) The parties to the dispute shall make reasonable attempts to resolve the matter by mutual discussion and determination.
- (2) If the parties are unable to resolve the dispute, the matter, at the request of either party, shall be referred to a meeting between the parties to this Agreement together with a representative if requested by either party.
- (3) If the matter is not then resolved it may be referred to the Western Australian Industrial Relations Commission.

#### 20. - SIGNATORIES

(Signed) COMMON SEAL

.....  
*(Signature)*

(Signed)

.....  
*(Signature)*

NIGEL BRIGGS

.....  
*(Name of signatory in block letters)*  
Independent Schools Salaried Officers'  
Association of Western Australia,  
Industrial Union of Workers

SARA V CRABTREE

.....  
*(Name of signatory in block letters)*  
Chairperson, Moerlina School Council