

MURDOCH COLLEGE ENTERPRISE AGREEMENT 2012

Agreement No. AG 50 of 2012

SCHEDULE

1. - TITLE

This agreement shall be known as the Murdoch College Enterprise Agreement 2012 and shall replace the Murdoch College Enterprise Agreement 2011.

2. - ARRANGEMENT

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3. - PARTIES TO THE AGREEMENT

This agreement is made between Murdoch College (the College) and The Independent Education Union of Western Australia, Union of Employees (the IEUwa).

4. - DEFINITIONS

- (1) 'Teacher' shall mean any person employed on the teaching staff of Murdoch College but does not include the Principal or the Director.
- (2) 'Part-time teacher' shall mean a teacher employed regularly on the staff of Murdoch College and who works less than the normal hours, which a full time teacher is required to work.
- (3) 'Temporary Teacher' shall mean a teacher engaged as full time or part time as a replacement teacher or such other purpose as may be required to fulfill the teaching obligations of the College, provided that the period of engagement of a temporary teacher shall be not less than twenty consecutive working days and not more than a period of twelve months.
- (4) 'Position of Special Responsibility' shall mean a promotional position, which involves:

- (a) A teacher appointed to a promotional position at Murdoch College shall be placed within one of the following promotional levels in accordance with the duties subscribed:

Promotional level 1

The management and leadership of a team, for example, Pastoral Care or Teaching and Learning.

Promotional Level 2

The management and leadership of a Learning Area.

Promotional Level 3

The management of a subject Area with supervision of at least 2 teaching staff members.

Promotional Level 4

The management of a Subject Area with supervision of less than 2 teaching staff members.

- (b) All allowances relating to promotional positions will be effective 1st January, each year, and are limited to only one POSR being paid to appointed staff.
 - (c) Appointments to POSR is made for one year only and reviewed during Term 3 of each year.
- (5) A "Learning Area" shall have the same meaning as defined by the Curriculum Council, i.e.: The Arts, English, etc.

- (6) A "Team Leader" as described in Promotional Level 1 shall be a teacher with responsibilities for an identified team as determined by the Executive Management of Murdoch College.
- (7) The Allowance payable to a promotional position shall be defined in Clause 13 of this Agreement.
- (8) The administration time allowed for Promotional Position 1 is 0.6 FTE.
- (9) The administration time allowed for Promotional Position 2 is 0.2 FTE or greater to be determined by administration.
- (10) All other administration time shall be determined by the Executive Management of Murdoch College.

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) by Murdoch College in Western Australia and who are members or are eligible to be members of the IEUwa.
- (2) The number of staff covered by this Agreement at the date of signing is 35.

6. - RELATIONSHIP TO PARENT AWARD

- (1) This agreement is to be read and interpreted in conjunction with the Independent Schools' Teachers' Award 1976 (the award).

Where there is any inconsistency between this agreement and the Award, this agreement will prevail to the extent of the inconsistency.

7. - NO REDUCTION

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

8. - TERM OF AGREEMENT

- (1) This agreement shall come into effect on the date on which it is registered in the Western Australian Industrial Relations Commission and shall expire on 31st December 2013.
- (2) The parties agree to meet no later July 2013 to commence negotiations for a new agreement.

9. - EXPIRATION OF AGREEMENT

On expiration of this 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 and takes effect.

10. - OBJECTIVES OF THE AGREEMENT

- (1) In reaching this agreement the parties have recognised the need to:
 - (a) Consolidate and develop further, initiatives arising out of the award restructuring process;
 - (b) Accept a mutual responsibility to maintain a working environment, which will ensure that the College and its teachers become genuine participants and contributors to the College's aims, objectives and philosophy;
 - (c) Recognise the professional and personal qualities of teachers, which enable them to create conditions which are conducive to learning and which foster the development of the individual student;
 - (d) Safeguard and improve the quality of teaching and learning by emphasizing the upgrading of professional skills and knowledge. The College and the teaching staff acknowledge that this upgrading of skills and experience can best occur when both the College and teaching staff share responsibility for professional development by undertaking both in-service and external courses and training partly during school time and partly during the teachers time, and
 - (e) Develop and maintain a culture and working environment, which values teachers as professionals and ensures that the College is well positioned to attract and retain the highest quality teachers.

11. - CONTRACT OF SERVICE

- (1) The first two school terms of the employee's appointment as a teacher at Murdoch College shall be regarded as being a probationary period.
- (2) Two weeks prior to the expiration of the period of probation, the employer shall notify the employee in writing on whether it is intended to:
 - (a) confirm the appointment; or
 - (b) extend the period of probation for up to six (6) months; or
 - (c) terminate the employment, effective at the end of the probationary period.
- (3) Confirmation of appointment will be contingent upon satisfactory performance appraisal which encompasses all aspects of the employee's role at Murdoch College.
- (4) Where it has been decided to extend the probationary period, the employer shall notify the employee in writing as to the reasons for extending the probationary period. Notwithstanding the above position, the employer may still terminate the contract of employment as set out in sub-clause (6) below.

- (5) Following the satisfactory completion of the probationary period, a contractual letter of appointment will be issued.
- (6) Except in the case of a relief or temporary teacher, the termination of the service of a teacher shall require a minimum of six (6) weeks' notice by either party to take effect from the close of business at the end of the school term.
- (7) The employee covered by this Agreement may expect to continue in employment with the group subject to the continued requirement for the position occupied by him/her based on enrolment numbers and patterns.
- (8) Nothing within this clause detracts from the employer's right to dismiss summarily any teacher for serious misconduct in which case salary shall be paid up to the time of dismissal only.

12. - WORKLOAD

- (1) In addition to the four terms that normally define the academic year, teaching staff are expected to participate in an additional total of six (6) days per year of non-teaching professional duties and/or activities.
- (2) During non-teaching period referred to in clause 12 (1), the employee may be required to:
 - (a) Undertake professional development or training;
 - (b) Develop, or review, curriculum, teaching materials and aids;
 - (c) Undertake other Duties Other Than Teaching (DOTT) duties as required or requested.
- (3) At the discretion of the employer, some duties assigned under subclause 2 (c) of this clause may be completed off the premises.
- (4) Normally, a full-time teaching position at Murdoch College is configured proportionally in accordance with the following guidelines:

(a) Maximum weekly teaching periods, with each period being equal to one hour available on timetable.	30
(b) Maximum weekly teaching periods assigned (not including daily TAG sessions).	20
(c) Periods allocated weekly to (DOTT).	5
(d) Periods allocated weekly to Curriculum Meetings, Staff Meetings, Team Meetings, Assemblies or other as determined by the College.	3
(e) Allocated daily time assigned to Teacher Advisor Group Meetings, including Extended Student Advisory Meetings, spread across five (5) days.	2

Subclause (4) (e) of this clause should be read in conjunction with the Teacher Advisor Handbook as published by Murdoch College.

- (5) Members of Murdoch College teaching staff are expected to make a contribution to the co-curricular and extra-curricular program of the college outside of the regular school time. A full-time member of staff is expected to contribute two (2) hours per week to the extra-curricular program over the school year. Part-time members of staff are expected to contribute on a pro rata basis.
- (6) Members of staff are required to attend scheduled staff meetings. The employer will endeavour to ensure that such meetings are organised with minimum inconvenience to both students and staff.
- (7) Occasionally teachers will be called on to take relief lessons. In the event where the College cannot engage a relief teacher and the absence of the classroom teacher was unplanned, full-time teaching staff may be asked to cover a class during their DOTT time. Full-time teachers will not be asked to take more than ten (10) lessons relief during one school Term.
- (8) A part-time member of staff works a proportional load as specified in the letter of appointment.

13. - SALARY RATES

- (1) Teachers will receive salary increases during the life of this Agreement in accordance with the rates as per subclause (3) of this clause.
- (2) Salary increases shall be effective from the first pay period commencing on or after the 1st date of the month; i.e.: on or after 1 January 2011.
- (3) Salaries shall be paid in accordance with the following table:

Step	January 2011	January 2012	January 2013
		5.5%	6.0%
5	\$55,380	\$58,426	\$61,932
6	\$60,372	\$63,692	\$67,514
7	\$65,988	\$69,617	\$73,794
8	\$69,012	\$72,808	\$77,176
9	\$71,666	\$75,608	\$80,144
10	\$74,612	\$78,716	\$83,439
11	\$79,634	\$84,014	\$89,055
12	\$82,119	\$86,636	\$91,834
13	\$84,182	\$88,812	\$94,141

ST1	N/A	N/A	N/A
Exemplary	\$86,286	\$91,032	\$96,494

POSR	January 2011	January 2012	January 2013
Level 1	\$10,000	\$10,550	\$11,183
Level 2	\$7,500	\$7,913	\$8,388
Level 3	\$5,000	\$5,275	\$5,592
Level 4	\$2,500	\$2,638	\$2,796

- (4) A leave-loading equivalent to 17.5% of four (4) weeks salary has already been configured into the salary scale used to determine the employee's basic salary paid on a fortnightly basis.
- (5) Positions of Special Responsibility:
 - (a) The process for appointment to a Position of Special Responsibility and the criteria for each level will be in accordance with Murdoch College policy.
 - (b) All Positions of Special Responsibility as identified in clause 4. – Definitions subclause (a) will be covered by this agreement.
 - (c) All teachers (full-time and part-time) who receive a POSR shall be paid the full allowance, regardless of their teaching load and FTE.
- (6) Exemplary Teacher:
 - (a) The qualifying criteria and application process for Exemplary Teacher shall be determined by Murdoch Teaching staff and the Administration. The process will be completed during 2012 with sufficient time to allow teachers to apply in 2013.
- (7) Part-time employees shall receive remuneration proportional to their workload that relates to full time equivalent.
- (8) An employee who is required to perform the duties of a position at a classification level higher than his/her normal substantive level for a period of four (4) weeks or longer, shall temporarily be remunerated at a level of pay associated with the higher level of responsibility.
- (9) The employee's salary will be transferred electronically to the employee's designated bank account every fortnight.

14. - SALARY PACKAGING

- (1) The College will allow salary packaging, including laptops and superannuation, and other items as approved by the Murdoch College Board, by teaching staff on condition that participating employees:

- (a) Meet the full cost of the services of an approved remuneration specialist and obtain independent financial advice on the implications of salary packaging for the employee;
 - (b) Agree that the employer is not liable for the effect of any change to taxation law rulings concerning salary packaging;
 - (c) Will reimburse the College for any Fringe Benefits Tax paid by the College on their behalf under the terms of this clause;
- (2) For the purposes of this clause:
- (a) 'Benefits' means the benefits nominated and received by the teacher;
 - (b) 'Benefit Value' means the amount specified by the College as the cost to the College of the benefit provided including Fringe Benefit Tax, if any; the College must advise the teacher in writing of the Benefit Value;
 - (c) 'Fringe Benefits Tax' means tax imposed by the Fringe Benefits Tax Act 1986 as amended;
 - (d) The College may offer to provide and the teacher may agree in writing to accept a salary equal to the difference between the Benefit Value and the salary which would have applied to the teacher under subclause (2)(a) of this clause, had salary packaging not been accepted.
- (3) Conditions of Employment:
- (a) Except as provided by this clause, teachers must be employed at a salary based on a rate of pay, and on terms and conditions, not less than those prescribed by the Agreement;
 - (b) For all purposes of the Agreement, salary shall be deemed to include the value of any benefits provided under this clause.
- (4) During the currency of an Agreement under this clause:
- (a) Any teacher who takes paid leave on full pay shall receive the Benefits and salary referred to in paragraphs (a) and (d) of subclause (2) of this clause;
 - (b) If a teacher takes leave without pay the teacher will not be entitled to any Benefits during the period of leave;
 - (c) If a teacher takes paid leave on less than full pay he or she shall receive:
 - (i) the Benefits; and
 - (ii) any balance of salary as agreed between the School and the teacher.

- (5) Computer:
- (a) The employee can choose to participate in a program designed to enable him/her to acquire and be trained in the use of a Laptop (Notebook) computer, as designated by the employer, for work use. This program will result in the employee owning the computer after three (3) years.
 - (b) Should the employee choose to participate in the program, the employer agrees to provide a 50% subsidy of the monthly lease of the current standard specifications as agreed to by Murdoch College Management, to purchase plan.
 - (c) The employee may pay his/her component by means of salary sacrifice over the purchase plan period of three (3) years. (The total cost of the computer purchase to lease plan will include a finance charge directed to the employee).
 - (d) Any additional specifications outside of the standard agreed specifications, and the administration proportion of, is agreed to be paid by the employee.

15. - PROFESSIONAL RESPONSIBILITIES

- (1) The parties recognise that there is a wide range of duties and responsibilities included in the profession of teaching.
- (2) All teachers agree to abide by the policies, rules and regulations of Murdoch College, as determined by the College Board and Administration.
- (3) The parties recognise that the following principles apply in addressing the fair and reasonable participation of teachers:
 - (a) Much of the life and culture of the school is derived from College activities involving teachers and students conducted outside regular classroom contact;
 - (b) The efforts of teachers who contribute significantly to the life and values of the College should be recognised;
 - (c) Duty of care responsibilities must be considered in the planning of all activities conducted by the College;
 - (d) There will be collaborative planning between College and staff in the allocation of teachers to all activities conducted by the College;
 - (e) The competence, skills and qualifications of teachers, including part-time teachers, will be considered in the planning and allocating of activities conducted by the College, having regard for the teacher's professional development and family responsibilities.
- (4) The employer will nominate the dates of the academic calendar each year, using as a guideline the annual school calendar as outlined by the Department of Education and Training (WA). The employer will inform employees of the following year's annual calendar dated by the end of July of the previous year.

- (5) The parties recognise that, in order to prepare for the start of school, to provide for ongoing assistance to the students, and to enhance their own professional development, teaching staff regularly participate in days in addition to the four (4) terms that normally define the academic year.

It is expected that full-time staff members will participate in a maximum of six (6) such additional days, per year, involving non-teaching professional duties and/or activities. At the discretion of the College Management, and in consultation with staff, the six (6) days referred to in this clause, will involve:

- (a) being present for at least three (3) days immediately prior to the commencement of the academic calendar year and regular classes, to:
- Work with colleagues to prepare for the start of the school year, including policy consultation and development or review of curriculum, teaching materials and aids;
 - Assist in the orientation of new students;
- (b) undertaking professional development or training;
- (c) Participating, outside of regular school time, in important school functions that include:
- College Open Days,
 - “Trading Places” Evening,
 - Parent / Teacher Interview events,
 - Annual Careers Carousel Evening,
 - College Graduation.
- (d) At the discretion of the employer, some duties assigned under subclause (5) may be completed off the premises.

- (6) At Murdoch College a teaching position involves:

- Classroom Teaching responsibilities;
- DOTT Time – Duties Other than Teaching, including preparation and marking and other assigned professional duties;
- Professional development or training;
- Teacher Adviser responsibilities, including daily TAG and extended TAG sessions and regular contact of advisees’ parent/guardians;
- Participation in staff meetings, House Staff meetings, learning area meetings and other appropriate school-based meetings;
- assemblies and other school functions as determined by the College;
- College functions requiring teacher participation outside of regular school time, as outlined above in subclause (5)(c);
- Active involvement in, and support of, the College’s Co-Curricular Program. A full time member of staff is expected to contribute a minimum of two (2) hours per week over the school year;

- Encouragement to contribute to and support the College Extra-Curricular Program outside regular school time.
- (7) All members of staff are required to attend scheduled College staff and House staff meetings. The employer will endeavor to ensure that such meetings are organized with minimum inconvenience to both students and staff.
 - (8) A part time member of staff works a proportional (pro-rata) load in regard to all responsibilities as specified in their letter of appointment.

16. - PERFORMANCE MANAGEMENT

- (1) The employee agrees to participate co-operatively in Murdoch College's Performance Management Program.
- (2) The central purpose of the Performance Management Program is to identify areas of strength and areas needing improvement with respect to the employee's performance of duties, and to establish a staff development program to address the performance areas needing improvement.
- (3) The reports developed within the Performance Management Program will also be used as a significant component in the appraisal of the employee's performance of responsibilities at Murdoch College. The Performance Management and appraisal processes are outlined in the College Teacher Performance Management Handbook.
- (4) The Performance Management process and guidelines will be established by the College Management Team after due consultation with nominated representatives of the College teaching staff and between the parties to this agreement.
- (5) The employee being appraised will contribute to the formal appraisal, and a written copy of the appraisal will be given to that person.
- (6) Where the employee is the subject of an adverse assessment in terms of the above clauses, the following clauses shall apply:
 - (a) The principal or designate shall meet with the employee to discuss his/her assessment when reasonably practicable;
 - (b) Assessment shall be put in writing and brought to the notice of the employee and shall be initialed as seen by the employee;
 - (c) If the employee desires to give any explanation in respect of the assessment or give any reasons for disagreeing with the assessment, he/she shall put the explanation or reasons in writing;
 - (d) The employer shall consider the assessment and the employee's explanation or reasons before reaching a final decision on the validity of the employee's or the employer's original assessment.

17. - SICK LEAVE

- (1) A teacher who was employed by the College, prior to January 2003, shall be entitled to retain the benefit of accumulated sick leave prior to January 2003 up to a maximum of 15 days.
- (2) A teacher who is unable to attend or remain at the place of employment during the normal hours of duty by reason of personal health or injury shall be entitled to payment during such absence in accordance with the following provisions.
- (3) A teacher who was employed by the College from January 2003 will be entitled to payment of twelve and one half days for each completed year's service. Such leave will accrue on a weekly basis. A teacher who was engaged for all four terms shall be entitled to a year's entitlement.
- (4) If in the first of successive years of service with the employer a teacher is absent on the grounds of personal ill health or injury for a period longer than his/her entitlement to paid sick leave, payment may be adjusted at the end of that year of service, or at a time the teachers services terminate, if before the end of that year of service, to the extent that the teacher has become entitled to further paid sick leave during that year of service.
- (5) A temporary teacher shall retain the benefit of accumulated sick leave credits upon appointment as a permanent teacher provided that the service is continuous. For the purpose of this paragraph school vacations shall not be deemed to break the continuity of service.
- (6) The unused portions of the entitlement to paid sick leave in any one year shall accumulate from year to year and subject to this subclause may be claimed by the teacher if the absence by reason of personal ill health or injury exceeds the period for which entitlement has accrued during that year at the time of the absence. Provided that a teacher shall not be entitled to claim payment for any period exceeding thirteen weeks in any one year of service.
- (7) Any time in respect of which a teacher is absent from work except time for which he/she is entitled to claim sick pay or time spent on holidays or school vacations or special leave as prescribed by the award shall not count for the purpose of determining his/her right to payment under this clause.
- (8) The provisions of this subclause with respect to payment do not apply to teachers who are entitled to payment under the Workers Compensation and Assistance Act nor to teacher's whose injury or illness is the result of a teacher's own misconduct.
- (9) A teacher who claims an entitlement under this clause shall provide to the employer evidence that would satisfy a reasonable person of the entitlement.

18. - CARER'S LEAVE

- (1) A teacher with responsibilities in relation to either members of their immediate family or members of their household who need their care and support shall be entitled to use, in accordance with this subclause, any sick leave entitlement for absences to provide care and

support for such persons when they are ill. Such leave shall not exceed twelve and half (12.5) days in any calendar year and is not cumulative.

- (2) If required a Teacher who claims an entitlement to Carer's leave is to provide to the employer evidence that would satisfy a reasonable person of the entitlement.
- (3) The entitlement to use sick leave is subject to:
 - (a) The teacher being responsible for the care of the person concerned;
 - (b) The person concerned being either a member of the immediate family or a member of the household;

The teacher shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the teacher, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the teacher to give prior notice of absence, the teacher shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

19. – BEREAVEMENT LEAVE

Entitlement to Bereavement Leave

- (1) Subject to subclause (4) of this clause, on the death of:
 - (a) the spouse or defacto spouse of a teacher;
 - (b) the child or step-child of a teacher;
 - (c) the parent, step-parent or parent-in-law of a teacher;
 - (d) brother or sister of a teacher; or
 - (e) any person who, immediately before that person's death, lived with the teacher as a member of the teacher's family,

the teacher is entitled to paid bereavement leave of up to two days.
- (2) The two (2) days need not be consecutive.
- (3) Bereavement Leave is not to be taken during a period of any other leave.
- (4) A teacher who claims to be entitled to paid leave under this section is to provide to the employer, if so requested by the employer, evidence that would satisfy a reasonable person as to:
 - (a) the death that is the subject of the leave sought; and
 - (b) the relationship of the teacher to the deceased person.

20. - SPECIAL LEAVE

- (1) A teacher shall on sufficient cause being shown, be granted special leave with pay.
 - (a) ‘Sufficient cause’ is defined as a matter or situation for which:
 - (i) no other paid leave is available;
 - (ii) no other arrangements can be reasonably be made;
 - (iii) the absence from duty is required due to pressing necessity.
 - (b) The Period is determined by mutual agreement having regard to all of the circumstances.

21. - LEAVE WITHOUT PAY

- (1) While a teacher has the right to apply for leave without pay the granting of such leave is at the discretion of the employer. The employer will take into consideration merit, all conditions of leave without pay are met, and a suitable replacement for the applying teacher’s position is appointed.
- (2) A teacher applying for leave under this clause must state the period of such leave and the reason for which the leave is being sought.
- (3) Leave without pay does not involve loss of continuity of service for salary, sick leave and long service leave purposes. Any period exceeding two (2) weeks during which the teacher is absent on leave without pay shall not be taken into account in calculating the period of service of any purposes of the Agreement.
- (4) If a teacher is granted leave without pay the question of the teacher’s specific duties on return to work should be considered before the granting of such leave and any arrangements made documented. If no prior arrangement is made a teacher upon return to service shall be entitled to a position commensurate with the position held immediately prior to the commencement of such leave.
- (5) The maximum period for which leave is granted under this clause shall be one (1) calendar year.

22. - HOLIDAY AND VACATION LEAVE

- (1) Except as hereinafter provided, a teacher shall be allowed the holidays granted by the school in which he/she is employed, including term and Christmas vacations, without deduction of pay.
- (2) If after one week’s continuous service in any calendar year a teacher lawfully terminates his/her employment or his/her employment is terminated by the employer through no fault of the teacher, the teacher shall be granted salary instead of vacation leave proportionate to his/her length of service. Provided that a teacher who was actually engaged for all four terms in that calendar year shall be entitled to be paid for the whole of the vacation period of that year.

- (3) (a) Where a teacher has been paid for leave, which at the time of termination has not been fully accrued, the employer may deduct from any monies owed that portion to which the teacher is not entitled.
- (b) Where the employment of a teacher is terminated by the employer prior to the attainment of the accrued vacation leave, then the provisions of this subclause shall not apply.
- (4) A teacher on approved paid leave, shall accrue an entitlement to payment under this clause. A teacher who is justifiably dismissed for serious misconduct shall not be entitled to the benefits of the provisions of this clause.

23. - JURY AND WITNESS DUTY

- (1) Should the employee be summoned to serve on a jury, or called as a witness, he/she must notify the employer as soon as possible.
- (2) The employee will not be financially disadvantaged as a result of jury service. Subject to production of proof, the employer will pay to the employee the amount the employee would have normally received had he/she worked. Any fee paid for jury duty must be paid to the employer.
- (3) If the employee is called or subpoenaed as a witness in an official capacity, the employee will not be financially disadvantaged, with a similar arrangement as described in subclause (2) of this clause being applied.
- (4) If the employee is called or subpoenaed as a witness and the case is not of an official nature or work-related, the employee may apply for special leave, or in lieu of, shall be granted leave without pay for the period of leave required.

24. - PROFESSIONAL DEVELOPMENT AND TRAINING

- (1) The parties agree that professional development will address the needs of the teacher in response to the needs and vision of the College. It will address effectiveness of the teaching function at Murdoch College, evidenced by student learning and personal development, with a focus on continuous growth and improvement in teaching practice.
- (2) The employee may be required to attend such professional development and/or training courses as may be deemed necessary by the employer at times suitable to the employer and the employee.
- (3) Where an employee attends a course at the request of the employer, the employer shall pay the cost of the course fees, materials and traveling costs required as well as the employee's salary for the duration of the course.
- (4) Any other training courses attended by the employee must have prior approval of the employer if part, or all, of the costs are to be borne by the employer.

25. - LONG SERVICE LEAVE

- (1)
 - (a) All teachers who have completed eight (8) years of continuous service with Murdoch College shall be entitled to ten (10) weeks of Long Service Leave on full pay corresponding with a complete term.
 - (b) The continuous service can be prior to January 2008.
 - (c) Each subsequent period of seven (7) years service shall qualify for a further ten (10) weeks Long Service Leave on full pay corresponding with a complete term.
- (2) The expression "continuous service" does not include:
 - (a) Any period exceeding two weeks during which the teacher is absent on leave without pay. In the case of leave without pay which exceeds eight weeks in a continuous period, the entire period of that leave is exercised in full;
 - (b) any service of a teacher who resigns or is dismissed, other than service prior to such resignation or prior to the date of any offence in respect of which he/she is dismissed by the employer, when that prior service has actually entitled the person to Long Service Leave under this clause.
- (3) Subject to subclause (6) of this clause, term and Christmas holidays observed by the school shall be recognised as extra leave and not included in the long service leave.
- (4) Any public holiday which occurs during the period a teacher is on Long Service Leave shall be treated as part of the long service leave and extra days shall not be granted.
- (5) Where a teacher has become entitled to a period of long service leave in accordance with this clause, the teacher shall commence such leave as soon as possible after the accrual date in a manner mutually agreed between the employer and the teacher by one of the following options:
 - (a) as a semester, with approved leave without pay for that portion which exceeds the Long Service Leave period;
 - (b) as a term, with any excess entitlement being taken with future Long Service Leave or paid out on termination, resignation or retirement. The excess cannot be used to reduce a future accrual period;
 - (c) as a term, with the excess entitlement falling during the Christmas vacation period being paid for in addition to the ordinary payment for such vacation. The excess leave may be taken during the vacation period prior to or following the term's Long Service Leave.
- (6) Payment for Long Service Leave shall be made in full before the teacher goes on leave or by agreement between the teacher and the employer, at the same time as the teacher's salary

would have been paid if the teacher had remained at work in which case the payment shall be made by arrangement between the teacher and the employer.

- (7) Where a teacher has completed at least 7 years' service but less than 10 years' service and employment is terminated -
- (a) by the teacher's death; or
 - (b) in any circumstances, otherwise than serious misconduct;
- the amount of leave shall be such proportion in accordance with subclause (1) above..
- (8) In the case to which subclause (8) of this clause, applies and in any case in which the employment of the teacher who has become entitled to leave hereunder is terminated before such leave is taken or fully taken the employer shall, upon termination of employment otherwise than by death, pay to the teacher and upon termination of employment by death, pay to the personal representative of the teacher upon request by the personal representative, a sum equivalent to the amount which would have been payable in respect of the period of leave to which he/she is entitled or deemed to have been entitled and which would have been taken but for such termination. Such payment shall be deemed to have satisfied the obligation of the employer in respect of leave hereunder.
- (9) Where the continuous service of a teacher during the accrual period contains any period where the teacher worked on a part time basis the teacher's entitlement shall be calculated as follows:
- (a) the number of weeks accrued shall be in accordance with subclause (1) above; and
 - (b) payment for the leave taken shall be the average that the teacher's part time service bears to that of a full time teacher over the accrual period.
- (10) Where a teacher is ill during a period of Long Service Leave and produces at the time, or as soon as practicable thereafter, medical evidence that would satisfy a reasonable person that as a result of illness or injury the teacher was confined to their place of residence or a medical facility for a period of at least fourteen (14) consecutive calendar days, the employer shall grant sick leave for the period during which the teacher was so confined and reinstate long service leave equivalent to the period of confinement.

26. – PARENTAL LEAVE

- (1) Eligibility for Parental Leave
- (a) A teacher shall become entitled to take up to 52 consecutive weeks of unpaid leave in respect of:
 - (i) the birth of a child to the teacher or the teacher's partner; or

(ii) the placement of a child with the teacher for the adoption of the child by the teacher.

(b) A teacher, identified as the primary care giver of a child and who has an entitlement to parental leave under subclause (a) above and who has completed twenty four (24) months continuous service and for parental leave commencing on or after 1st January 2011 shall be entitled to 8 weeks paid leave.

This leave will form part of the 52 week entitlement provided in subclause 1(a) of this clause.

(c) A Teacher with a subsequent pregnancy will be entitled to 8 weeks paid parental leave provided they have satisfied 18 months of service at Murdoch College as a requalification period in their return to work from their first parental leave.

(d) Male employees shall be entitled to 1 weeks paid paternity leave after eighteen (18) months continuous service.

(2) A teacher is entitled to take parental leave if he or she:

(a) has had at least 12 months' continuous service with that employer immediately preceding the date upon which the teacher proceeds upon such leave. Such leave will be unpaid

(b) has had at least 24 months' continuous service with that employer immediately preceding the date upon which the teacher proceeds upon such leave. Such leave will be in accordance with clause 26 (1) (b) above.

(c) has given the employer at least 10 weeks' written notice of his/her intention to take such leave, and the start and finish dates of such leave.

(d) Parental leave may not be taken concurrently by the teacher and his or her partner but this subclause does not apply to one week's parental leave:

(i) taken by the male parent immediately after the birth of the child; or

(ii) taken by the teacher and the teacher's partner immediately after a child has been placed with them for their adoption of the child.

A signed declaration confirming (c) above must accompany the parental leave request.

(e) a teacher shall not be in breach of this order as a consequence of failure to give the stipulated period of notice in accordance with this subclause, if such failure is occasioned by the confinement occurring earlier than the presumed date.

(3) Parental Leave to start 6 weeks before the birth

Subject to subclauses (4), (5) and (7) of this clause, the period of parental leave for a female teacher shall be for an unbroken period of up to 52 weeks and shall include up to six

weeks' leave to be taken immediately before the presumed date of confinement, unless in respect of any period closer to the expected date of birth a medical practitioner has certified that the teacher is fit to work.

(4) Transfer to a Safe Job

Where in the opinion of a duly qualified medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the teacher make it inadvisable for the teacher to continue at her present work, the teacher shall, if the employer deems it practicable, be transferred to a safe job at the rate and on the conditions attached to that job until the commencement of parental leave. If the transfer to a safe job is not practicable, the teacher may, or the employer may require the teacher to, take leave for such period as is certified necessary by a duly qualified medical practitioner. Such leave shall be treated as parental leave for the purposes of subclauses (8), (9), (10) and (11) of this clause.

(5) Variation of Period of Parental Leave

- (a) The period of parental leave may be lengthened by up to 52 weeks and on agreement between the teacher and the employer in accordance with the provisions of Clause 21. - Leave Without Pay of this Agreement.
- (b) The period of parental leave may be shortened by agreement between the teacher and the employer.

(6) Cancellation of Parental Leave

- (a) Parental leave, applied for but not commenced, shall be cancelled when the pregnancy of a teacher terminates other than by the birth of a living child.
- (b) Subject to paragraph (c) of this subclause, where the pregnancy of a teacher then on parental leave terminates other than by the birth of a living child, it shall be the right of the teacher or teacher's spouse to resume work at a time nominated by the employer which shall not exceed four weeks from the date of notice in writing by the teacher to the employer that he or she desires to resume work.
- (c) A teacher's right to resume work within the period specified in paragraph (b) of this subclause shall be subject to the practicality of enabling the teacher to resume within that period, but in any case that limitation shall not be invoked to extend the period of leave beyond the date originally agreed to.

Where the teacher's resumption is delayed, he or she may undertake temporary employment with another employer without affecting his or her contract of service with the school from which he or she took parental leave.

(7) Special Parental Leave and Sick Leave

- (a) Where the pregnancy of a teacher or a teacher's partner not then on parental leave terminates after twenty-eight weeks other than by the birth of a living child then:

- (i) the teacher shall be entitled to such period of unpaid leave (to be known as special parental leave) as a duly qualified medical practitioner certifies as necessary before the teacher's return to work; or
 - (ii) for illness other than the normal consequences of confinement the teacher shall be entitled, either instead of or in addition to special parental leave, to such paid sick leave as to which the teacher is then entitled and which a duly qualified medical practitioner certifies as necessary before the teacher returns to work.
- (b) Where a teacher not then on parental leave suffers illness related to the teacher's pregnancy, the teacher may take such paid sick leave as to which the teacher is then entitled and such further unpaid leave (to be known as special parental leave) as a duly qualified medical practitioner certifies as necessary before the teacher returns to work.
 - (c) For the purposes of subclauses (9), (10) and (11) of this clause, parental leave shall include special parental leave.
 - (d) A teacher returning to work after the completion of a period of leave taken pursuant to this subclause shall be entitled to the position which the teacher held immediately before proceeding on such leave or, in the case of a teacher who was transferred to a safe job pursuant to subclause (4) of this clause, to the position the teacher held immediately before such transfer.

Where such position no longer exists but there are other positions available, for which the teacher is qualified and the duties of which the teacher is capable of performing, the teacher shall be entitled to a position as nearly comparable in status and salary or wage to that of the teacher's former position.

(8) Parental Leave and Other Leave Entitlements

- (a) A teacher may take, in conjunction with or in addition to parental leave, any annual leave or long service leave or any part thereof to which the teacher is then entitled.
- (b) Paid sick leave or other paid authorised award absences (excluding annual leave or long service leave), shall not be available to a teacher during the teacher's absence on parental leave.

(9) Effect of Parental Leave on Employment

Notwithstanding any award, or other provision to the contrary, absence on parental leave shall not break the continuity of service of a teacher but shall not be taken into account in calculating the period of service for any purpose of this Agreement.

(10) Termination of Employment

- (a) A teacher on parental leave may terminate his or her employment at any time during the period of leave by notice given in accordance with this Agreement.

- (b) An employer shall not terminate the employment of a teacher on the ground of the teacher's pregnancy or of the teacher's absence on parental leave, but otherwise the rights of an employer in relation to termination of employment are not hereby affected.

(11) Return to Work After Parental Leave

- (a) A teacher shall be entitled to the position which the teacher held immediately before proceeding on parental leave or, in the case of a teacher who was transferred to a safe job pursuant to subclause (4) of this clause, to the position which the teacher held immediately before such transfer. Where such position no longer exists but there are other positions available for which the teacher is qualified and the duties of which the teacher is capable of performing, the teacher shall be entitled to a position as nearly comparable in status and salary or wage to that of the teacher's former position.
- (b) The teacher will notify the employer in writing not less than six (6) weeks prior to the presumed dated of return, when the teacher requests to return to work under different arrangements from those which the teacher held immediately prior to the commencement of Parental leave.

(12) Replacement Teachers

- (a) A replacement teacher is a teacher specifically engaged as a result of a teacher proceeding on parental leave.
- (b) Before an employer engages a replacement teacher under this subclause, the employer shall inform that person of the temporary nature of the employment and of the rights of the teacher who is being replaced.
- (c) Before an employer engages a person to replace a teacher temporarily promoted or transferred in order to replace a teacher exercising his or her rights under this clause, the employer shall inform that person of the temporary nature of the promotion or transfer and of the rights of the teacher who is being replaced.
- (d) Nothing in this subclause shall be construed as requiring the employer to engage a replacement teacher.
- (e) A replacement teacher shall not be entitled to any of the rights conferred by this clause except where his/her employment continues beyond the twelve months' qualifying period.

27. - RIGHT OF ENTRY

- (1) An authorised representative of the Union may enter, during working hours, any premises where teachers work, for the purposes of holding discussions at the premises with those teachers.

- (2) The authorised representative will provide the employer/principal with prior notification of entry.
- (3) The meeting will not disrupt the teacher's performance of his/her duties.
- (4) Where such a meeting is of an urgent nature and upon a request being made to the principal, the principal may approve paid time off to meet with the authorised Union representative. Such approval will not be unreasonably withheld.

28. - PROTECTIVE CLOTHING

Where a school requires that a teacher wear protective clothing in the course of his or her duties, other than with respect to sporting activity, such clothing shall be supplied by the school.

Protective clothing so issued shall remain the property of the school and be maintained in good order and condition by the teacher, fair wear and tear excepted.

29. ADDITIONAL CONDITIONS OF EMPLOYMENT

Mandatory conditions of employment at Murdoch College, for example, Federal Police Clearance, Western Australian College of Teaching (WACOT) registration and Working With Children certificate (WWCC) form part of the necessary written clearance, as required by the Department of Education Services, should be completed prior to the employee commencing service at Murdoch College.

30. - TRAVELLING ALLOWANCES

- (1) Where a teacher is required by the employer to work away from the teacher's usual place of employment the employer shall pay the teacher any reasonable travelling expenses incurred except where an allowance is paid in accordance with subclause (2) hereof.
- (2) Where a teacher is required and authorised by the Principal or Director to use his/her own motor vehicle in the course of duty, the teacher shall be paid an allowance in accordance with the current Murdoch College Travelling Allowance Policy,

31. – SALARY RECORDS

- (1) The employer shall keep or cause to be kept, records containing the following particulars:
 - (a) Full name and residential address of each teacher.
 - (b) The full time or part time percentage, and the number of weeks worked per year, exclusive of Holiday and Vacation leave.
 - (c) The salary paid each pay period, and their deductions.

- (2) Salaries shall be paid at least monthly, except in the case of a relief teacher who shall be paid as soon as possible on completion of the engagement.

32. – INSPECTION OF RECORDS

- (1) An authorised representative of the Union may enter, during work hours, any premises where relevant teachers work, for the purpose of investigating any suspected breach of the Industrial Relations Act 1979, the Long Service Leave Act 1958, the Minimum Conditions of Employment Act 1993, the Occupational Safety and Health Act 1984 or an award, order, industrial agreement or employer-employee agreement that applies to any such teacher.
- (2) For the purpose of investigating any such suspected breach, the authorised representative may:
 - (a) subject to the provisions of the relevant Act, Award, Order, Industrial Agreement or Employer-Employee Agreement require the employer to produce for the representative's inspection, during working hours at the employer's premises or at any mutually convenient time and place, any employment records or other documents kept by the employer that are related to the suspected breach;
 - (b) make copies of the entries in the employment records or documents related to the suspected breach; and
 - (c) during working hours, inspect or view any work, material, machinery, or appliance, that is relevant to the suspected breach.
- (3) The authorised representative will provide written notice of at least:
 - (a) 24 hours if the records and documents are kept on the employer's premises; or
 - (b) 48 hours if the records are kept elsewhere.

33. - SUPERANNUATION

- (1) The superannuation provisions contained in this Agreement shall operate subject to the requirements and regulations of relevant State and Commonwealth Legislation.
- (2) Notwithstanding (1), all contributions shall be remitted within a 28 day period beginning immediately after the end of the month in which they were attributable.

34. - CONSULTATION

- (1) There shall be established a Consultative Committee with equitable representation of the employer and staff members from the college. The Committee shall provide a forum in which to discuss any matters brought to the Committee, provided they relate directly to the conditions of employment of staff members.

- (2) The Committee shall meet at least once each College semester.

35. - DISPUTE RESOLUTION PROCEDURE

- (1) A dispute is defined as any question, dispute or difficulty arising out of this Agreement.
- (2) The following procedure shall apply to the resolution of any dispute:
- (a) The parties to the dispute shall make reasonable attempts to resolve the matter by mutual discussion and determination;
 - (b) 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 the Agreement together with any additional representatives as may be agreed by the parties;
 - (c) If the matter is not then resolved it may be referred to the Western Australian Industrial Relations Commission for conciliation and/or arbitration.

36. – REDUNDANCY PROVISIONS

Redundancy provisions are provided within the Murdoch College Redundancy Policy and will be implemented in accordance with this policy.

37. - NO FURTHER CLAIMS

It is a condition of this Agreement that the parties will not make any further claims with respect to salaries and conditions during the period of this Agreement unless they are consistent with the State Wage Case Principles or within the review period specified in Clause 8. - Term of Agreement of this Agreement.

38. - 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 College or not.

39. – SIGNATORIES

.....
(Signature)

.....
(Signature)

.....
(Name of signatory in block letters)
Murdoch College

.....
(NIGEL BRIGGS)
The Independent Education Union of
Western Australia, Union of Employees