

**REGENT COLLEGE INC (ENTERPRISE BARGAINING) AGREEMENT
2010**

Agreement No. AG 8 of 2011

1. - TITLE

This Agreement shall be known as the Regent College Inc (Enterprise Bargaining) Agreement 2010 and shall replace Regent College Inc (Enterprise Bargaining Agreement) 2003.

2. - ARRANGEMENT

1. Title
2. Arrangement
3. Parties to the Agreement
4. Single Bargaining Unit
5. Scope of Agreement
6. Date and Duration of Agreement
7. Expiration of Agreement
8. Relationship to Parent Award
9. Objective
10. Salary Rates
11. Agreed Efficiency Improvements
12. Maternity Leave
13. Sick Leave
14. Special Leave
15. Other Matters
16. Dispute Resolution Procedure
17. No Further Claims
18. No Precedent
19. No Reduction
20. Signatories

3 – PARTIES TO THE AGREEMENT

This Agreement is made between the Regent College (Inc) (the College) and the Independent Education Union of Western Australia, Union of Employees (the IEUwa), and the Liquor, Hospitality and Miscellaneous Union, Western Australian Branch (LHMU), registered organisations of employees.

4 – SINGLE BARGAINING UNIT

- (1) The union parties to this agreement have formed a single bargaining unit.
- (2) The single bargaining unit has conducted negotiations with the College and reached full agreement.

5. – SCOPE OF AGREEMENT

- (1) This agreement shall apply to staff who are employed within the scope of the Awards in Western Australia and who are members or are eligible to be members of the union parties and employed by the College.
- (2) The number of staff covered by this agreement is 29.

6. – DATE AND DURATION OF AGREEMENT

- (1) This Agreement shall come into effect on 1 January 2010 and shall apply until 31 December 2012.
- (2) The parties agree to meet no later than 3 months prior to the expiration of the agreement to negotiate a new agreement.

7. – EXPIRATION OF AGREEMENT

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

8. – RELATIONSHIP TO PARENT AWARD

- (1) This Agreement shall be read and interpreted in conjunction with:

Independent Schools' Teachers' Award 1976 and
Independent Schools Administrative and Technical Officers Award 1993; and
Teachers' Aides' (Independent Schools) Award 1988, (the awards)
- (2) Where there is any inconsistency between the agreement and the award this agreement will prevail to the extent of the inconsistency.

9. – OBJECTIVES

In reaching this agreement the parties have recognised the need 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 Regent College and its staff become genuine participants and contributors to the College's aims, objectives and philosophy.
- (3) Safeguard and improve the quality of teaching and learning by emphasising the upgrading of professional skills and knowledge. The teaching staff acknowledge that this upgrading of skills and experience can best occur when both the College and staff share responsibility for professional development by undertaking both in-service and external course and training partly during school time and partly during the teachers' time.
- (4) Recognise that the College has been established and is maintained to give access to affordable Christian Education to as wide a cross-section of the community as enrolment policy allows.
- (5) Acknowledge that the College facilitates the constructive involvement of parents in the life of the College and exists to provide learning and teaching opportunities that will support the Christian ethos of the College and its family members.

- (6) Acknowledge that the school is managed within Regent College’s policy framework.
- (7) All teaching staff agree to abide by the policies, rules and regulations of the College as determined by the Regent College Board of Management.

10. – SALARY RATES

- (1) The annual salary for Teachers at Regent College shall be:

Level	From 1/1/2010 (incl Leave Loading)
2.1	\$55,000
2.2	\$59,900
2.3	\$66,000
2.4	\$68,000
2.5	\$70,800
2.6	\$73,500
2.7	\$76,000
2.8	\$79,000
2.9	\$80,000
Senior Teacher	\$83,250

- (2) **Teachers Salary parity:**
 - (a) Regent College aims to maintain salaries for teachers at the College, in general terms, in line with teachers employed in Western Australian State Schools (DETwa).
 - (b) The College will achieve this on the following basis:
 - (i) Teachers will receive one salary increase effective 1 January of each year,
 - (ii) Base salaries will be increased at least to the DETwa rates on 1 January,
 - (iii) Further, salaries will be determined by calculating the annual salary a DETwa teacher will receive in the calendar year, and that salary will apply to teachers covered by this Agreement for the full calendar year,
 - (iv) In years where it is unknown what the increase will be in DETwa, in advance, an estimate will be made and the calculation in accordance with step (iii) above will be applied from 1 January.

- (3) The annual salary for Administrative and Technical Officers (ATO's) at Regent College (including Leave Loading) **from 1/1/2010 shall be:**

Level	Step	Annual Rate	
		with 4 weeks hols	with 7 weeks hols
Level 1	1	\$37,480	\$35,489
	2	\$37,939	\$35,923
	3	\$38,375	\$36,337
	4	\$38,813	\$36,751
	5	\$39,272	\$37,186
	6	\$39,731	\$37,554
Level 2	1	\$39,594	\$37,491
	2	\$40,482	\$38,331
	3	\$41,321	\$39,126
	4	\$42,207	\$39,965
	5	\$43,071	\$40,782
	6	\$43,935	\$41,601
Level 3	1	\$45,663	\$43,237
	2	\$46,716	\$44,234
	3	\$47,753	\$45,216
	4	\$48,780	\$46,189
	5	\$49,834	\$47,187
	6	\$50,867	\$48,165
Level 4	1	\$48,275	\$45,258
	2	\$50,003	\$46,878
	3	\$51,732	\$48,498
	4	\$53,480	\$50,138
	5	\$55,207	\$51,757
	6	\$56,935	\$53,364

- (4) **ATO salary parity:**
- (a) Regent College aims to maintain salaries for ATO's at the College, in general terms, in line with ATO's employed in Western Australian Catholic Schools (CEOwa).
 - (b) The College will achieve this on the following basis:
 - (i) ATO s will receive one salary increase effective 1 January of each year,
 - (ii) Base salaries will be increased at least to the CEOwa rates on 1 January,
 - (iii) Further, salaries will be determined by calculating the annual salary a CEOwa ATO will receive in the calendar year, and that salary will apply to ATO's covered by this Agreement for the full calendar year,

- (iv) In years where it is unknown what the increase will be in CEOwa, in advance, an estimate will be made and the calculation in accordance with step (iii) above will be applied from 1 January.

- (5) **The Annual Salary for Teachers Aides at Regent College (including Leave Loading) from 1/1/2010 shall be:**

Classification	Step	Annual Rate	Hourly Rate
Teacher Assistants	Step 1	\$31,012	\$18.35
General Unqualified	Step 2	\$32,059	\$18.97
	Step 3	\$33,665	\$19.92
 			
Teacher Assistants	Step 1	\$35,253	\$20.86
General Qualified	Step 2	\$36,386	\$21.53
 			
Teacher Assistants	Step 1	\$37,332	\$22.09
Special Learning Needs Unqualified	Step 2	\$38,667	\$22.88
Teacher Assistants	Step 1	\$39,309	\$23.26
Special Learning Needs Qualified	Step 2	\$42,047	\$24.88

- (6) **Teacher Aides salary parity:**

- (a) Regent College aims to maintain salaries for Teacher Aides's at the College, in general terms, in line with Teacher Aides's employed in Western Australian Catholic Schools (CEOwa).
- (b) The College will achieve this on the following basis:
- (i) Teacher Aides s will receive one salary increase effective 1 January of each year,
- (ii) Base salaries will be increased at least to the CEOwa rates on 1 January,
- (iii) Further, salaries will be determined by calculating the annual salary a CEOwa Teacher Aides will receive in the calendar year, and that salary will apply to Teacher Aides covered by this Agreement for the full calendar year,
- (iv) In years where it is unknown what the increase will be in CEOwa, in advance, an estimate will be made and the calculation in accordance with step (iii) above will be applied from 1 January.

- (7) **The annual salary for the Primary Principal at Regent College shall be:**

Principal Level	from 1/1/2010
Primary Principal 1st yr	\$102,600
Primary Principal 2nd yr	\$105,300
Primary Principal 3rd yr	\$108,000
Primary Principal 4th yr	\$109,300

(8) **Principal's Salary parity:**

- (a) Regent College aims to maintain the salary for the principal at the College, in general terms, in line with principals employed in Western Australian State Schools (DETwa).
- (b) The College will achieve this on the following basis:
 - (i) The Principal will receive one salary increase effective 1 January of each year,
 - (ii) Base salaries will be increased at least to the DETwa rates on 1 January,
 - (iii) Further, salaries will be determined by calculating the annual salary a DETwa Principal will receive in the calendar year, and that salary will apply to the Principal covered by this Agreement for the full calendar year,
 - (iv) In years where it is unknown what the increase will be in DETwa, in advance, an estimate will be made and the calculation in accordance with step (iii) above will be applied from 1 January.

(8) **The annual salary for Deputy Principals at Regent College shall be:**

Deputy Principal Level	from 1/1/2010
DP Primary 1st yr	\$91,500
DP Primary 2nd yr	\$95,600
DP Primary 3rd yr	\$98,200
DP Primary 4th yr	\$100,600

(9) **Deputy Principals Salary parity:**

- (a) Regent College aims to maintain salaries for Deputy Principals at the College, in general terms, in line with Deputy Principals employed in Western Australian State Schools (DETwa).
- (b) The College will achieve this on the following basis:
 - (i) Deputy Principals will receive one salary increase effective 1 January of each year,
 - (ii) Base salaries will be increased at least to the DETwa rates on 1 January,
 - (iii) Further, salaries will be determined by calculating the annual salary a DETwa Deputy Principals will receive in the calendar year, and that salary will apply to Deputy Principals covered by this Agreement for the full calendar year,
 - (iv) In years where it is unknown what the increase will be in DETwa, in advance, an estimate will be made and the calculation in accordance with step (iii) above will be applied from 1 January.

11. – AGREED EFFICIENCY IMPROVEMENTS

- (1) **Payment of Relief Teachers**
Relief teachers employed for five (5) days or less may be engaged by the day or half day. A half day is determined as the hours usually worked in the College prior to or immediately following the lunch break.
- (2) **First Teaching Appointment**
A teacher appointed to his/her first teaching position who at the end of the initial twelve (12) months is deemed by the College not to have developed adequate teaching skills, may be appointed as a temporary teacher.
- (3) **Part - Time Teachers**
The hours of employment of part-time teachers or the subjects to be taught may be varied on an annual basis with notice given as per the Award.
- (4) **Professional Development**
The parties accept a mutual responsibility to share in the teachers' professional development and recognise that courses outside of school hours should be made available to teachers.
- (5) **Long Service Leave**
 - (a) Under this Agreement an employee who has completed eight (8) years' continuous service with the College, shall be entitled to take ten (10) weeks' long service leave on full pay, corresponding with a complete term.
 - (b) For each subsequent year, the Long Service Leave entitlement shall increase to 1.86 weeks for each year of service, and staff shall be entitled to take ten (10) weeks' Long Service Leave on full pay, corresponding with a complete term.
 - (c) Staff will have the ability to take Long Service Leave in shorter periods during a subsequent entitlement, by agreement with the Principal.
 - (d) Where a staff member has completed at least 6 continuous years of service and employment is terminated –
 - (i) by the teacher's death; or
 - (ii) in any circumstances, other than serious misconduct
the amount of leave shall be such as has accrued under the provisions of subclause (1) of this clause.
 - (e) In the case to which subclause (d) 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:
 - (i) upon termination of employment otherwise than by death, pay to the staff member; or
 - (ii) upon termination of employment by death, pay to the authorised representative of the staff member, 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.

- (f) A staff member may request that the notice period to take Long Service Leave be waived if the reason is of an urgent or special nature, this will be by mutual agreement with the staff member and the Principal.

12. – MATERNITY LEAVE

- (1) As per the conditions in the:
Independent Schools Teachers Award 1976 &
Independent Schools Administrative and Technical Officers Award 1993 &
Teachers' Aides' (Independent Schools) Award 1988
- (2) Eligibility for Parental Leave
A staff member shall become entitled to take up to 24 consecutive months of unpaid leave in respect of:
 - (a) the birth of a child to the staff member or the staff member's spouse; or
 - (b) the placement of a child with the staff member with a view to the adoption of the child by the staff member.
- (2) A staff member is entitled to take unpaid 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 staff member proceeds upon such leave; and
 - (b) has given the employer at least ten (10) weeks' written notice of his/her intention to take such leave, and the start and finish dates of such leave.
 - (c) A staff member is not entitled to take parental leave at the same time as the staff member's spouse 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 staff member and their spouse immediately after a child has been placed with them with a view to their adoption of the child.
 - (d) A staff member 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 (6), (7) and (8) of this clause, the period of Parental Leave for a female employee 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 employee is fit to work.

(4) Paid parental Leave

A staff member who has an entitlement to Parental Leave under clause (2) above and who is identified as the primary care giver of the child, and who has completed 24 months continuous service shall be entitled, upon application for 14 weeks paid Parental Leave.

The rate of salary to be applied shall be the staff member's weekly rate of salary at the time of making application for leave.

(5) Birth of a child

A staff member shall provide the employer with a medical certificate from a registered medical practitioner naming the staff member, or the staff member's spouse confirming the pregnancy and the estimated date of birth.

(6) 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 staff member make it inadvisable for the staff member to continue at her present work, the staff member shall, if the employer deems it practicable, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of parental leave. If the transfer to a safe job is not practicable, the staff member may, or the employer may require the staff member 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 (9), (10), (11) and (12) of this clause.

(7) Variation of Period of Parental Leave

(a) The period of Parental Leave may be lengthened by agreement between the staff member and the employer in accordance with the provisions of Leave Without Pay of the relevant Award.

(b) The period of Parental Leave may be shortened by agreement between the staff member and the employer.

(8) Special Parental Leave and Sick Leave

(a) Where the pregnancy of an staff member or an staff member's spouse not then on parental leave terminates after twenty-eight weeks other than by the birth of a living child then -

(i) the staff member 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 staff member's return to work, or

(ii) for illness other than the normal consequences of confinement the staff member shall be entitled, either instead of or in addition to special parental leave, to such paid Sick Leave as to which the staff member is then entitled and which a duly qualified medical practitioner certifies as necessary before the staff member returns to work.

(b) Where an staff member not then on Parental Leave suffers illness related to the staff member's pregnancy, the staff member may take such paid Sick Leave as to which

the staff member 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 staff member returns to work.

- (c) For the purposes of subclauses (10), (11) and (12) of this clause, Parental Leave shall include Special Parental Leave.
- (d) An staff member returning to work after the completion of a period of leave taken pursuant to this subclause shall be entitled to the position which the staff member held immediately before proceeding on such leave or, in the case of an staff member who was transferred to a safe job pursuant to subclause (6) of this clause, to the position the staff member held immediately before such transfer.

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

(9) Parental Leave and Other Leave Entitlements

- (a) An staff member 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 staff member 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 staff member during the staff member's absence on parental leave.

(10) 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 staff member but shall not be taken into account in calculating the period of service for any purpose of the Award.

(11) Termination of Employment

- (a) A staff member on parental leave may terminate his or her employment at any time during the period of leave by notice given in accordance with this Award.
- (b) An employer shall not terminate the employment of a staff member on the ground of the staff member's pregnancy or of the staff member's absence on Parental Leave, but otherwise the rights of an employer in relation to termination of employment are not hereby affected.

(12) Return to Work After Parental Leave

- (a) A staff member shall be entitled to the position which the staff member held immediately before proceeding on Parental Leave or, in the case of a staff member who was transferred to a safe job pursuant to subclause (6) of this clause, to the position which the staff member held immediately before such transfer. Where such position no longer exists but there are other positions available for which the staff member is qualified and the duties of which the staff member is capable of

performing, the staff member shall be entitled to a position as nearly comparable in status and salary or wage to that of the staff member's former position.

- (b) The staff member will notify the employer in writing not less than six (6) weeks prior to the presumed date of return, when the staff member requests to return to work under different arrangements from those which the staff member held immediately prior to the commencement of Parental Leave.

13. - SICK LEAVE

- (1) A staff member who is unable to attend or remain at the place of employment during the normal hours of duty by reason of personal ill health or injury shall be entitled to paid Sick Leave during such absence in accordance with the accrual rate of 12.5 days per year of service.

- (2) Carer's Leave

- (a) Use of sick leave

- (i) A staff member with responsibilities in relation to either members of his/her immediate family or members of his/her household who need 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 paid leave shall not exceed 10 days in any calendar year and is not cumulative. Where this paid leave runs out in any one year, the employee shall be entitled to 2 days of unpaid family/carers' leave.
 - (ii) The staff member shall, if required, provide a written statement as to the fact of illness of the person for whom the care and support is required.
 - (iii) The entitlement to use Sick Leave is subject to the staff member being responsible for the care of the person concerned and the person concerned being either a member of the staff members immediate family or a member of the staff member's household.

The term 'immediate family' includes a spouse (including a former spouse) of the teacher and a child or an adult child (including an adopted child or a step child), parent, grandparent, grandchild or sibling of the teacher.

- (iv) The staff member 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 his/her relationship to them, 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 staff member shall notify the employer by telephone of such absence at the first opportunity on the day of absence.
 - (b) Use of unpaid leave
- A staff member may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care to a family member who is ill.

- (c) Nothing contained in this clause shall prevent a staff from making application for leave as prescribed in Clause 14 - Special Leave of this Agreement.

14. - SPECIAL LEAVE

- (1) A staff member shall, on sufficient cause being shown, be granted special leave with pay.
- (2) "Sufficient cause" is defined as a matter or situation for which:
 - (a) no other paid leave is available,
 - (b) no other arrangements can reasonably be made,
 - (c) the absence from duty is required due to pressing necessity.
- (3) The period determined at the discretion of the employer having regard to all the circumstances would not normally exceed three (3) days in any one instance.
- (4) Such discretion is not to be harshly or unfairly exercised.

15. - OTHER MATTERS

The parties agree to discuss such matters that are of relevance to either the College or the staff including a Professional Development Policy and Planning and Preparation time.

16. – DISPUTE RESOLUTION PROCEDURE

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

- (1) The objectives of this dispute resolution procedure are:
 - (a) To promote the resolution of grievances and complaints by measures based on consultation, co-operation and discussion.
 - (b) To avoid industrial confrontation within the College.
 - (c) To avoid interruption to the performance of work and the consequential loss of services and wages: and
 - (d) To avoid disharmony within the College as a result of unresolved grievances and disputes.
- (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 any employee or group of employees is dissatisfied with any matter which relates to their employment by the College, then the employee or group of employees (as the case may be) accompanied by a representative if desired, shall meet and discuss the grievance with the Principal. If the grievance is with the Principal, the party is encouraged to discuss the matter with the Principal, but if this is not possible, proceed to paragraph (c) of this subclause.
- (c) If the matter remains unresolved then the employee or group of employees along with a representative if desired, shall meet and discuss the grievance with the Chairman of the Regent College Board of Management with a view to reaching agreement.
- (d) If there has not been satisfactory resolution of the grievance, any party to the dispute may refer the dispute to the full Board.
- (e) If there has not been a satisfactory resolution of the grievance and the dispute arises out of this agreement, any party to the dispute may refer the dispute to the Western Australian Industrial Relations Commission.
- (f) While this procedure is being followed work shall continue as normal without prejudice to either.

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 during the period of this agreement, 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 Bargaining Agreements, whether they involve the College or not.

19. – NO REDUCTION

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

20. – SIGNATORIES

(Signature)

(Name of signatory in block letters)
Regent College Inc

(Signature)

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

(Signature)

(Name of signatory in block letters)
Liquor, Hospitality and Miscellaneous Union,
Western Australian Branch

REGENT COLLEGE INC (ENTERPRISE BARGAINING) AGREEMENT 2010

WESTERN AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

PARTIES THE INDEPENDENT EDUCATION UNION OF WESTERN AUSTRALIA, UNION OF EMPLOYEES, REGENT COLLEGE INC. AND THE LIQUOR, HOSPITALITY AND MISCELLANEOUS UNION, WESTERN AUSTRALIAN BRANCH

APPLICANTS

CORAM CHIEF COMMISSIONER A R BEECH

DATE FRIDAY, 29 APRIL 2011

FILE NO/S AG 8 OF 2011

CITATION NO. 2011 WAIRC 00315

Result Agreement registered

Representation (by written submissions)

Ms M Cook, as agent for the Independent Education Union of Western Australia, Union of Employees

Ms Dorcas White, as agent for Regent College Inc.

Ms Courtney Allen, as agent for Liquor, Hospitality and Miscellaneous Union, Western Australian Branch

Order

WHEREAS the Commission has before it an application pursuant to s 41 of the *Industrial Relations Act 1979* (the Act) to register an agreement as an industrial agreement;

AND WHEREAS I am satisfied that the agreement meets the requirements of the Act and that it should be registered;

AND WHEREAS the parties have consented to the Commission registering the agreement without the need to attend a hearing for the purpose;

NOW I, the undersigned, pursuant to the powers conferred on me under s 41 of the Act hereby order –

1. THAT the *Regent College Inc (Enterprise Bargaining) Agreement 2010* as filed on 7 April 2011 be registered under s 41 of the Act as an industrial agreement.

2. THAT this agreement replace the *Regent College Inc (Enterprise Bargaining Agreement) 2003*.

CHIEF COMMISSIONER A R BEECH