

ENTERPRISE AGREEMENT

NO: E.A. 339 /1993

DATE REGISTERED: 11.11.93

PRICE: \$ 26.00.

Enterprise Agreement

Teachers employed by St Augustine's College, Brookvale

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Attachment A - Promotion Positions

1. Parties to the Agreement

This agreement is made between St Augustine's College, Brookvale (the "College") and the New South Wales Independent Teachers Association (the "ITA") a registered industrial union of employees.

2. Scope of Agreement

This agreement shall apply to teachers employed by the College.

3. Award

Except as provided by this agreement, the conditions of

employment of teachers by the College will be in accordance with the Teachers (Non Government Schools) (State) Award (the "Award").

4. Objects of the Agreement

In reaching this Agreement, the parties have recognised:

- * the need to safeguard the quality of schooling at the College and the public perception of it;
- * a mutual responsibility to protect, develop and enhance this College and College life;
- * the autonomy and authority of the College, as well as the professional standing of the teaching staff in the College;
- * the variety of managerial and educational arrangements that exist requiring flexibility in the application of regulations that govern employment practices;
- * the need to maintain a working environment in which education can be provided in harmony with the College's Aims Statement and philosophy;
- * that this Agreement is intended to assist and promote the delivery of education of a high quality in the College consistent with the approach of the independent school sector reported in the 1992 State Wage Case Decision of the New South Wales Industrial Commission;
- * in particular, that productivity and efficiency have a growing influence in educational policies and practices. The College is expected to do more with the same level of resources, necessitating productivity and efficiency improvements;
- * the fact that improvements in efficiency are often qualitative rather than quantitative means that this kind of productivity can warrant a salary increase.

The parties have agreed that they will meet not later than 1 July 1995 to consider a new agreement which might be adopted by the ITA and the College.

5. Salaries

- (a) This clause replaces the salaries set out in clause 3.1 and clause 6.2 of the Award.
- (b) The minimum annual rate of salary payable to full time teachers in the College shall be:

| Step | Salary Per Annum | | |
|------|------------------|---|--|
| | Current \$ | From the first full pay period commencing on or after 6 August 1993 \$ | From the first full pay period commencing on or after 1 March 1994 \$ |
| 1 | 21,896 | 22,640 | 22,980 |
| 2 | 23,317 | 24,110 | 24,472 |
| 3 | 24,871 | 25,717 | 26,103 |
| 4 | 26,159 | 27,048 | 27,454 |
| 5 | 27,580 | 28,518 | 28,946 |
| 6 | 29,001 | 29,987 | 30,437 |
| 7 | 30,422 | 31,456 | 31,928 |
| 8 | 31,844 | 32,927 | 33,421 |
| 9 | 33,264 | 34,395 | 34,911 |
| 10 | 34,686 | 35,865 | 36,403 |
| 11 | 36,107 | 37,335 | 37,895 |
| 12 | 37,528 | 38,804 | 39,386 |
| 13 | 38,950 | 40,274 | 40,878 |
| ST1 | 40,180 | 41,546 | 42,169 |

(c) The minimum allowances payable to full time teachers occupying the positions set out below shall be:

| | Salary Per Annum | | |
|----------------|------------------|---|--|
| | Current \$ | From the first full pay period commencing on or after 6 August 1993 \$ | From the first full pay period commencing on or after 1 March 1994 \$ |
| ST2 | 1,845 | 1,908 | 1,937 |
| Co-ordinator 1 | 1,845 | 1,908 | 1,937 |
| Co-ordinator 2 | 3,690 | 3,815 | 3,872 |
| Co-ordinator 3 | | 5,723 | 5,809 |

(d) The minimum allowance payable to the Deputy Principal and Assistant to the Principal shall be:

| | Salary Per Annum | | |
|---|------------------|---|--|
| | Current \$ | From the first full pay period commencing on or after 6 August 1993 \$ | From the first full pay period commencing on or after 1 March 1994 \$ |
| Deputy Principal | 10,250 | 10,599 | 10,758 |
| Assistant to Principal (Secondary) (if appointed) | 9,225 | 9,539 | 9,682 |
| Assistant to Principal (Primary) (if appointed) | 6,253 | 6,466 | 6,563 |

(e) Casual Teachers.

The salary payable to a casual teacher shall be the appropriate rate in subclause 5(b) of this clause in accordance with years of full-time service, divided by 204 in the case of a daily payment, 408 in the case of a half-day payment, or as calculated in accordance with the formula set out in paragraph (g) of this clause; PROVIDED that the maximum rates payable shall be as follows:-

| | |
|--------------------------|--------|
| Four Year Trained | Step 8 |
| Three Year Trained | Step 6 |
| Two Year Trained | Step 5 |
| One Year Trained | Step 2 |
| Not Otherwise Classified | Step 1 |
| Conditionally Classified | |
| Four Year Trained | Step 7 |
| Conditionally Classified | |
| Three Year Trained | Step 6 |
| Conditionally Classified | |
| Two Year Trained | Step 4 |

The said rate includes the pro-rata payment in respect of annual holidays to which the teacher is entitled in accordance with the Annual Holidays Act, 1944.

- (f) (i) A casual teacher, who is employed to teach sport or physical education shall be paid for a minimum of two periods, if those two periods are consecutive periods. All other casual teachers shall be paid for a minimum of half a day for each single engagement provided that where an engagement requires attendance on more than three days, which days are specified to the teacher prior to the first attendance, payment shall be calculated in accordance with the following formula:

$$\frac{5 \times \text{Annual Salary}}{204} \times \frac{\text{Periods Taught}}{\text{Average Number of Periods which full-time teachers of the school are normally required to teach per 5 day period.}}$$

- (ii) Where a casual teacher is employed for only two periods in accordance with paragraph (i) of this subclause they shall be paid 2/3 of the applicable half day rate as determined by subclause (e) of this clause.

6. Payment of Salary

- (a) The salary payable to a teacher pursuant to this Agreement shall be paid fortnightly.
- (b) The salary payable to a teacher, pursuant to this Agreement shall be payable at the election of the College by either cheque or bank transfer into an account nominated by the teacher. Teachers employed after the commencement of this Agreement will only be paid by bank transfer.
- (c) Notwithstanding sub clauses (a) and (b) of this clause by mutual agreement with the College a teacher may elect to receive:
- (i) an amount in salary equal to the difference between salary calculated in accordance with the rates of pay prescribed by this Agreement and the amount specified by the College from time to time for the benefit received by the teacher from the College as outlined in (ii); and
 - (ii) increased superannuation benefits under the College's superannuation arrangements.
- (d) Any superannuation benefits under paragraph (ii) of subclause (c) of this clause will be in addition to amounts payable under the Teachers (Non-Government Schools) (Superannuation) (State) Award and Federal Government legislation.

- (e) A teacher who takes any paid leave shall receive the benefits and salary in accordance with paragraphs (i) and (ii) of subclause (c) of this clause.
- (f) Any other payment calculated by reference to the teacher's salary, and payable:
 - (i) during employment; or
 - (ii) on termination of employment in respect of untaken paid leave; or
 - (iii) on death

shall be at the rate of pay which would have applied to the teacher under this Agreement.

7. Aims Statement and Catholic Ethos

The parties acknowledge that teachers employed at the College are committed to implementing the College's Aims Statement and its underlying ethos and philosophy as a Catholic School.

8. Flexibility in School Day

The parties are committed to consideration of flexibility in the timing and length of the school day to meet changing curriculum requirements.

9. Temporary Employees

- (a) Delete clause 2(e) of the award.
- (b) "Temporary Teacher" means a teacher employed to work full time or part time for a specified period which is not more than a full year but not less than four school weeks. Provided that teacher may be employed for a specific period in excess of a full school year but not more than two full school years where such a teacher is employed on a specific program not funded by the College or where such a teacher is replacing a teacher who is on leave for a period in excess of a full school year or replacing a teacher on secondment to another position with the College.
- (c) The parties recognise that a temporary employee may be appointed to another temporary position following the cessation of a temporary appointment.

10. Co-Curricula Activities

The parties recognise that teachers are required to participate in co-curricula activities conducted by the College in accordance with current practice.

11. Promotion Positions

The promotion positions in the College will be as set out in Attachment A to this Agreement.

12. Professional Development

The parties recognise that teachers are required to participate in ongoing professional development to meet the demands caused by changes in curriculum, College policy and in the community's expectations of schools.

13. Appraisal

The parties recognise that teacher appraisal is part of a teacher's ongoing professional development according to the College's policy.

14. Dispute Avoidance and Grievance Procedure

- (a) The objective of these procedures is the avoidance and resolution of industrial disputation, arising under this agreement, by measures based on consultation, co-operation and negotiation.
- (b) Without prejudice to either party, the parties to this Agreement shall ensure the continuation of work in accordance with the Award, this Agreement and custom and practice in the College.
- (c)
 - (i) In the event of any matter arising under this Agreement which is of concern or interest, the teacher shall discuss this matter with the Principal or his/her nominee.
 - (ii) If the matter is not resolved at this level, the teacher may refer this matter to the ITA, who will discuss the matter with the Principal or his/her nominee.
 - (iii) If the matter remains unresolved, it shall be referred to the General Secretary of the ITA or his/her nominee and the Executive Director of the Catholic Industrial Office or his/her nominee for discussion and appropriate action.
 - (iv) If this matter cannot be resolved at this level it may be referred to the Industrial Commission of New South Wales or its successor.
- (d) Nothing contained in this procedure shall prevent the General Secretary of the ITA or his/her nominee or the Executive Director of the Catholic Industrial Office or his/her nominee from entering into negotiations at any level either at the request of a member or on their own initiative in respect of matters in dispute should such

action be considered conducive to achieving resolution of the dispute.

15. Duress

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

16. Term

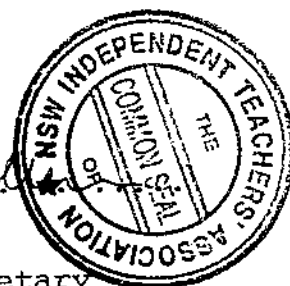
This enterprise agreement shall have a nominal term which shall expire on 1 September 1995.

D. M. Austin
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Fr D Austin
Principal
St Augustine's College
Brookvale

R. A. Shearman
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R Shearman
General Secretary
NSW Independent
Teachers Association



PROMOTION POSITIONS

1. (i) The College will allocate a minimum of 20 points in the secondary department excluding a Religious Education Co-ordinator and a minimum of 4 points in the primary department to promotion positions. The College, in addition to these positions shall appoint a Deputy Principal.
- (ii) The College may appoint additional teachers to other positions of responsibility to perform specific duties. The allowances for these additional positions will be as agreed between the College and the teacher concerned. Where such allowances exist at the commencement of this Agreement they will be increased by a similar percentage as the allowance for promotion positions as set out in clause 5 of this Agreement.
2. The Principal, after appropriate consultation with members of the College community will determine the structure of promotion positions having regard to:
 - (i) actual and future College and pupil needs;
 - (ii) curriculum structure and requirements;
 - (iii) Board of Studies requirements;
 - (iv) the results of a College renewal or review and consultations with College councils/board where appropriate;
 - (v) sound management/organisation practices;
 - (vi) the need to recognise and remunerate added responsibility and work in curriculum, pastoral or administrative leadership;
 - (vii) College policy and aims statement; and
 - (viii) any other matter consistent with the identified

needs of the College.

3. Where the Principal in accordance with clauses 2 varies the promotion structure in the College and this variation affects a current incumbent of a promotion position then at least one term's notice must be given to those affected by the alteration of promotion structure.
4. (i) During the period contained in clause 3 an incumbent who is affected by the alteration may discuss this matter with the Principal.

(ii) If the matter is not resolved at this level the teacher may refer this matter to the ITA chapter representative or fellow staff member who will discuss this matter with the Principal.

(iii) If the matter remains unresolved, and it is deemed appropriate by the employee, it shall be referred to the General Secretary of the ITA or his/her nominee, who will discuss the matter with the Principal. The Principal may also involve the Catholic Industrial Office in these discussions.

(iv) Nothing contained in this procedure, except the time limit, shall prevent the General Secretary of the ITA or his/her nominee or the Principal from entering into negotiations at any level either at the request of a member or on their own initiative in respect of matters in dispute should such action be considered conducive to achieving resolution of any difficulty or dispute.
5. Each promotion position is worth the following number of promotion points:

| <u>Positions</u> | <u>points</u> |
|---------------------|---------------|
| Assistant Principal | 4 |
| Co-ordinator 3 | 3 |
| Co-ordinator 2 | 2 |
| Co-ordinator 1 | 1 |
| Senior Teacher 2 | 1 |

6. (a) From the 20 points in the secondary department in clause 1, the College shall appoint at least 3 one

point positions (co-ordinator 1 or ST2), 5 co-ordinator 2, co-ordinator 3 or assistant principal positions. From the 4 points in the primary department the College shall appoint at least one assistant principal.

- (b) The Principal and the ITA Chapter may reach agreement to the effect that the pattern of promotions positions outlined above in (a) of this clause may be varied in respect of the College.
7. (a) A "Co-ordinator 1" means a teacher appointed to be responsible for or assist another co-ordinator in:
- (i) an area of curriculum; and/or
 - (ii) pastoral care; and/or
 - (iii) and other duties as determined by the Principal.
- (b) A "Co-ordinator 2" means a teacher appointed to be responsible for:
- (i) co-ordination of the program of work in area(s) of curriculum; and/or
 - (ii) co-ordination of pastoral care or other programmes; and/or
 - (iii) other duties as determined by the Principal.
- (c) A "Co-ordinator 3" means a teacher appointed to be responsible for:
- (i) the co-ordination of area(s) of curriculum and/or pastoral care or any program(s) as determined by the Principal; and/or
 - (ii) the support and supervision of those responsible for the co-ordination of subject areas; and/or
 - (iii) other duties as determined by the

Principal.

- (d) A "Senior Teacher 2" means a teacher appointed to be responsible for:
 - (i) developing and implementing outstanding teaching practice and leadership with particular reference to the performance and quality of teachers in the College; or
 - (ii) to perform other duties (of comparable level including in the area of pastoral care) requiring a high level of professional expertise.
 - (e) A "Deputy Principal" means a teacher appointed as such by the College who assists the Principal in his responsibility for the conduct and organisation of the College.
 - (f) An "Assistant Principal" means a teacher appointed as such by the College who assists the Principal and Deputy Principal in their responsibility for the conduct and organisation of the College.
8. All appointments to promotions positions will be made on the basis of merit and suitability and will normally and appropriately be advertised.
 9. Each teacher appointed to a promotions position after the registration of this Agreement will receive a letter of appointment to this position which will set out the duties to be performed by the teacher in the College and the period of appointment, in accordance with College policy.
 10. Each teacher appointed to a promotion position will be inducted into that position, in accordance with College policy.
 11. Each teacher holding an ongoing promotion position will be appraised while holding such a position, in accordance with College policy. Such an appraisal does not derogate from the rights of a teacher or the employer under Disputes and Grievance Procedures in this Agreement.

12. Any teacher whose current promotion position is affected by the introduction of this Agreement will continue to receive their current allowance until the expiration of their current period of appointment. If a teacher is deemed to have a "permanent" appointment then the current allowance and salary will be frozen for the life of this agreement unless during this time the teacher's salary reaches their frozen salary or the teacher receives a further promotions appointment within the College. If the latter does not occur then after the life of this agreement the teacher will return to the salary as set out in this Agreement or future Agreement.
13. Any teacher required by the College to act in a promotion position for at least 10 consecutive school days shall be paid for so doing at the rate prescribed for that position, provided that a teacher shall not be required to carry out such duties in a relieving capacity for more than 52 weeks. Provided that a teacher may be employed for a specific period in excess of a full school year but not more than two full school years where such a teacher is employed on a specific program not funded by the College or where such a teacher is replacing a teacher who is on leave for a period in excess of a full school year or replacing a teacher on secondment to another position with the College.
14. The foregoing shall not affect the right of the Principal to summarily terminate any teacher from their promotion position for incompetence, misrepresentation, neglect of duty or other misconduct.