

ENTERPRISE AGREEMENT

NO: E.A. 356 /1993

DATE REGISTERED: 26-11-93

PRICE: \$ 24-00

Enterprise Agreement

Teachers employed by St Joseph's College, Hunters Hill

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Attachment A - Promotion Positions

1. Parties to the Agreement

This agreement is made between the Trustees of the Marist Brothers 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

Trustees of the Marist Brothers at St Joseph's College, Hunters Hill (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 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 need for teacher appraisal as part of a teacher's on-going professional development in accordance with the 1989 structural efficiency agreement.

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 31 August 1993 \$	From the first full pay period commencing on or after 31 January 1994 \$
1	21,896	22,662	22,979
2	23,317	24,133	24,471
3	24,871	25,741	26,101
4	26,159	27,075	27,454
5	27,580	28,545	28,945
6	29,001	30,016	30,436
7	30,422	31,487	31,928
8	31,844	32,959	33,420
9	33,264	34,428	34,910 - -
10	34,686	35,900	36,403
11	36,107	37,371	37,894
12	37,528	38,841	39,385
13	38,950	40,313	40,877
ST1	40,180	41,586	42,168

- (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 31 August 1993 \$	From the first full pay period commencing on or after 31 January 1994 \$
ST2	1,845	1,910	1,937
Co-ordinator 1	1,845	1,910	1,937
Co-ordinator 2	3,690	3,819	3,872
Co-ordinator 3		5,729	5,809

(d) The minimum allowance payable to full-time teachers in special schools shall be:

	Salary Per Annum		
	Current \$	From the first full pay period commencing on or after 31 August 1993 \$	From the first full pay period commencing on or after 31 January 1994 \$
Teacher	1,198 5.87 per day	1,240 6.08 per day	1,257 6.17 per day

(e) The minimum allowance payable to the Assistant to the Headmaster shall be:

	Salary Per Annum		
	Current \$	From the first full pay period commencing on or after 31 August 1993 \$	From the first full pay period commencing on or after 31 January 1994 \$
Assistant to Headmaster 601-900 901+	10,250 11,275	10,609 11,670	10,758 11,833

(f) 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.

(g) A casual teacher 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:

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

6. Flexibility in School Day

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

7. Co-Curricula Activities

The parties recognise that teachers are required to participate in the usual co-curricula activities conducted by the College.

8. Promotion Positions

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

9. Professional Development

- (a) The parties recognise the need for teachers to participate in ongoing professional development to meet the demands caused by changes in curriculum, College structure and policy and in the community's expectations of schools in general and the College in particular.
- (b) The parties recognise if teachers are to satisfy these requirements, there is a need to provide greater opportunities for professional development and because of the nature of the College, teachers may be required to attend a maximum three days of professional development in a calendar year during the pupil vacation period (excluding pupil-return days).

10. Appraisal

The parties recognise the need for teacher appraisal as part of a teacher's ongoing professional development according to the College's policy.

11. 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 Headmaster or his 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 Headmaster or his 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.

12. Duress

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

13. Term

This enterprise agreement shall have a term of 24 months from the date of registration.

By: Grant Houston
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Signed for and on behalf
of the Trustees of the
Marist Brothers



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Chairman
General Secretary
NSW Independent
Teachers Association

PROMOTION POSITIONS

1. The College will allocate a minimum of 9 points as pastoral care and year co-ordinators and 26 points to other areas including curriculum excluding a REC.
2. The Headmaster, 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 the Trustees of the Marist Brothers where appropriate;
 - (v) best management/organisation practices;
 - (vi) the need to recognise and remunerate added responsibility and work in curriculum, pastoral or administrative leadership;
 - (vii) College policy; and
 - (viii) any other matter consistent with the identified needs of the College.
3. Where a Headmaster in accordance with clause 2 above varies the promotion structure in the College and this variation affects a current incumbent of a promotion position then at least one terms notice must be given to those affected by the alteration of promotion structure.
4.
 - (i) During the period contained in clause 3 above an incumbent who is affected by the alteration may discuss this matter with the Headmaster.
 - (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 Headmaster.

(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 Headmaster. The Headmaster 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 Headmaster from entering into negotiations at any level either at the request of a member or on their own initiative in respect of matters in dispute should such action be considered conducive to achieving resolution of any difficulty or dispute.

5. Each promotion position is worth the following number of promotion points:

<u>Positions</u>	<u>points</u>
Co-ordinator 3	3
Co-ordinator 2	2
Co-ordinator 1	1
Senior Teacher 2	1

6. (a) From the 26 points in clause 1 the College shall appoint a minimum of 9 Co-ordinator 2 or Co-ordinator 3 positions in the area of curriculum.

(b) The Headmaster and the ITA Chapter may reach agreement to the effect that the pattern of promotion positions outlined above in (a) of this clause may be varied in respect of the 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 Headmaster.

(b) A "Co-ordinator 2" means a teacher appointed to be responsible for:

- (i) co-ordination of the programme of work in area(s) of curriculum; and/or
 - (ii) co-ordination of pastoral care or other programmes; and/or
 - (iii) other duties as determined by the Headmaster.
- (c) A "Co-ordinator 3" means a teacher appointed to be responsible for:
- (i) the co-ordination of area(s) of curriculum and/or pastoral care or any programme(s) as determined by the Headmaster; 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 Headmaster.
- (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.
8. All appointments to promotion positions will be made on the basis of merit and suitability and will normally and appropriately be advertised.
9. Each teacher appointed to a promotion 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.
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 existence at the College.
12. Any teacher whose current promotion position is affected by the introduction of this Agreement will have their current allowance and salary 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 promotion 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 agreements.
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 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 Headmaster to summarily terminate any teacher from their promotion position for incompetence, misrepresentation, neglect of duty or other misconduct.