

ENTERPRISE AGREEMENT

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PRICE: \$ 20.00

ST PATRICK'S COLLEGE

GOULBURN

ENTERPRISE AGREEMENT

Teachers employed by St Patrick's College, Goulburn

Arrangement

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Attachment A - Promotions Positions

1 Parties to the Agreement

This agreement is made between the Trustees of the Christian Brothers, St Patrick's College, Goulburn ("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:

- a) the need to maintain a working environment in which education can be provided in harmony with the College's

call to mission in the charism of Edmund Rice and the current policies of the Trustees of the Christian Brothers;

- b) 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;
- c) 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;
- d) The fact that improvement in efficiency is often of a qualitative rather than a quantitative kind, means that this kind of productivity can warrant salary increases.
- e) the variety of managerial and educational arrangements that exist requiring flexibility in the application of regulations that govern employment practices;
- f) the autonomy and authority of the College, as well as the professional standing of the teaching staff in the College;
- g) a mutual responsibility to maintain and develop the quality of education at the College and the public perception of its people and programmes;
- h) their ongoing commitment to the 1989 Award Restructuring Agreement;
- i) the need to maintain the long term financial viability of the College.

The parties have agreed that they will meet not later than 1 August, 1994 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 clauses 3.1 and 6.2 of the Award with the exception of subclauses (a) to (g) of clause 3.1.

- b) The minimum annual rate of salary payable to full time teachers in the College shall be:

| Step | Salary Per Annum | |
|------|------------------|--------------------|
| | Current | From 9 August 1993 |
| | \$ | \$ |
| 1 | 21 896 | 22 662 |
| 2 | 23 317 | 24 133 |
| 3 | 24 871 | 25 741 |
| 4 | 26 159 | 27 075 |
| 5 | 27 580 | 28 545 |
| 6 | 29 001 | 30 016 |
| 7 | 30 422 | 31 487 |
| 8 | 31 844 | 32 959 |
| 9 | 33 264 | 34 428 |
| 10 | 34 686 | 35 900 |
| 11 | 36 107 | 37 371 |
| 12 | 37 528 | 38 841 |
| 13 | 38 950 | 40 313 |
| ST1 | 40 180 | 41 586 |

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

| | Salary Per Annum | |
|----------------|------------------|--------------------|
| | Current | From 9 August 1993 |
| | \$ | \$ |
| ST2 | 1 845 | 1 910 |
| Co-ordinator 1 | 1 845 | 1 910 |
| Co-ordinator 2 | 3 690 | 3 819 |
| Co-ordinator 3 | | 5 729 |

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

| | Size | C | er Annum |
|---|-----------|------|--------------------|
| | | | From 9 August 1993 |
| | | | \$ |
| Assistant Principal Secondary Department | 201 - 300 | 82 | 8487 |
| | 301 - 600 | 92 | 9548 |
| | 601 - 900 | 102 | 10609 |
| | 901 + | 112 | 11670 |
| Primary Department | 101 - 250 | 625 | 6472 |
| | 251 - 400 | 717 | 7426 |
| | 401 - 600 | 820 | 8487 |
| | 601 - 800 | 922 | 9548 |
| | 801 + | 1025 | 10609 |

(e) Casual Teachers.

The salary payable to a casual shall be the appropriate rate in subclause 5 of this clause in accordance with years of full-time, divided by 204 in the case of a daily payment in the case of a half-day payment, or as calculated in accordance with the formula set out in paragraph (f) of 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-rationment in respect of annual holidays to which the teacher is entitled in accordance with the Annual Holidays Act, 1944.

(f) 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 Mission Statement

The parties agree to cooperate in the development of a Mission Statement for the College.

7 Flexibility in School Day

The parties agree in principle to consider flexibility in the organisation of the school day.

8 1989 Restructuring Agreement

- (a) The parties agree to cooperatively implement the 1989 Structural Efficiency Agreement in particular the elements outlined in Section 4, Professional Development, Skill Development and School Improvement. The parties agree that the process for implementation will be agreed between the parties.
- (b) The priority for this is cooperation in the commencement of a Whole School Development program which would be expected to take a minimum of three years to implement.

9 Promotion Positions

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

10 Co-Curricula Activities

The parties recognise that teachers are required to participate in usual co-curricula activities conducted at the College, provided that changes to the pattern of College co-curricular activities will be agreed by the parties.

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 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 Relations 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 12 months from the date of registration.



Br J H Thornber
Principal
St Patrick's College
for the Trustees of the
Christian Brothers



R Shearman
General Secretary
NSW Independent
Teachers Association



PROMOTIONS POSITIONS

- 1 The College will allocate a minimum of twenty seven points in Promotions Positions, including Assistant to the Principal.
- 2 The Principal, after appropriate consultation with members of the College community, will determine the structure of promotions positions, having regard to:
 - (a) actual and future College and pupil needs;
 - (b) curriculum structure and requirements;
 - (c) Board of Studies requirements
 - (d) the results of a College renewal or review where appropriate;
 - (e) sound management/organisation practices;
 - (f) the need to recognise and remunerate added responsibility and work in curriculum, pastoral and administrative leadership;
 - (g) College policy and mission statement; and
 - (h) any other matter consistent with the identified needs of the College.
- 3 Where the Principal, 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 term's notice must be given to those affected by the alteration of the promotion structure.
- 4
 - (a) During the period contained in clause 3 above, an incumbent who is affected by the alteration may discuss this matter with the Principal.
 - (b) If the matter is not resolved, at this level, the teacher may refer this matter to the ITA Chapter representative or a fellow staff member who will discuss this matter with the Principal.
 - (c) 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 the discussions.

(d) 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:

| Positions | Points |
|----------------------------|--------|
| Assistant to the Principal | 4 |
| Coordinator 3 | 3 |
| Coordinator 2 | 2 |
| Coordinator 1 | 1 |
| Senior Teacher 2 | 1 |

6 (a) From the 27 points in clause 1, the College shall appoint a minimum of 7 Coordinator 2 or Coordinator 3 positions in the area of curriculum.

(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) "Assistant to the Principal" means a teacher appointed as such in a school who assists the Principal in his or her responsibility for the conduct and organisation of the school, and who acts as substitute in the absence of the Principal.

(b) A "Coordinator 1" means a teacher appointed to be responsible for or assist another coordinator in:

- (i) an area of curriculum; and/or
- (ii) pastoral care; and/or
- (iii) any other duties as determined by the Principal.

(c) A "Coordinator 2" means a teacher appointed to be responsible for:

- (i) coordination of the programme of work in area(s) of curriculum; and/or
- (ii) coordination of pastoral care or other programmes; and/or
- (iii) other duties as determined by the Principal.

- (d) A "Coordinator 3" means a teacher appointed to be responsible for:
- (i) the coordination of area(s) of curriculum and/or pastoral care or any programme(s) as determined by the Principal; and/or
 - (ii) the support and supervision of those responsible for the coordination of subject areas; and/or
 - (iii) other duties as determined by the Principal.
- (e) 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) requiring a high level of professional expertise.
- 8 (a) All appointments to promotions positions will be made on the basis of merit and suitability and will normally and appropriately be advertised.
- (b) Each teacher appointed to a promotions position after the registration of the 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.
- 9 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 the teacher will return to the salary as set out in this Agreement or future Agreement.
- 10 Any teacher required by the College to act in a promotion position for at least 10 consecutive 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 within the College.

- 11 The foregoing shall not affect the right of the Principal to terminate summarily, any teacher from their promotion position for incompetence, misrepresentation, neglect of duty or other conduct.