

# ENTERPRISE AGREEMENT

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# ENTERPRISE AGREEMENT

Teachers employed at Edmund Rice College, Wollongong.

## Arrangement

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### 1. Parties to the Agreement

This agreement is made between the Trustees of the Christian Brothers, Edmund Rice College (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. These improvements can be either qualitative in nature or quantitative.
- (d) the variety of managerial and educational arrangements that exist requiring flexibility in the application of regulations that govern employment practices;
- (e) the autonomy and authority of the College, as well as the professional standing of the teaching staff in the College;
- (f) a mutual responsibility to maintain and develop the quality of education at the College and the public perception of its people and programmes;
- (g) their ongoing commitment to the 1989 Award Restructuring Agreement;
- (h) 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.
- (b) The minimum annual rate of salary payable to full time teachers in the College shall be:

Step	Salary Per Annum	
	Current	From the 9th 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 the first full pay period commencing on or after 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 the Assistant to the Principal shall be:

	Size	Salary per Annum	
		Current	From the 9th August, 1993
		\$	\$
Assistant Principal			
Secondary Department	201-300	8 200	8 487
	301-600	9 225	9 548
	601-900	10 250	10 609
	901 +	11 275	11 670
Primary Department	101-250	6 253	6 472
	251-400	7 175	7 426
	401-600	8 200	8 487
	601-800	9 225	9 548
	801 +	10 250	10 609

(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 daily payment, 408 in the case of a half-day payment, or as calculated in accordance with the formula set out in paragraph (f) 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) A casual 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 and teachers employed at the College agree to support the School Development Project initiated in 1993 which will develop a College Mission Statement.

#### 7. Flexibility in the School Day

The parties are committed to implementing and adapting the flexibility of teaching hours developed in the Extended Hours initiative commenced in 1991 at the College.

#### 8. 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 programme 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.

#### 9. Co-Curricular and Extra-Curricular Activities

The parties recognise that teachers are required to participate in a range of activities. Participation is in co-curricular activities such as pastoral care, Retreats, Outdoor education and liturgies; and extra-curricular activities for example, sport, debates, clubs, music and drama performances, conducted by the College.

## 10. Profile of the College

The parties recognise the importance of the involvement of teachers in activities which will raise and maintain the profile of the College in the local community.

## 11. Professional Development, Skill development and School Improvement

The parties agree to work to the implementation of the 1989 Restructuring agreement, in particular, the various elements of Section 4.0.

The areas currently being developed at this school relate to

- 4.3 Induction for beginning teachers
- 4.4 Performance Reviews
- 4.5 Whole School Development Programmes

## 12. Pastoral Care Programme

The parties are committed to a further enhancement of the Pastoral Care of students through a more structured approach involving the whole teaching staff.

## 13. 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.

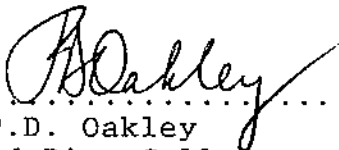
(d) Nothing contained in this procedure shall prevent the General Secretary of the ITA or his/her nominee or the Executive Director of the Catholic Industrial Office or his/her nominee from entering into negotiations at any level either at the request of a member or on their own initiative in respect of matters in dispute should such action be considered conducive to achieving resolution of the dispute.

14. Duress

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

15. Term

This enterprise agreement shall have a term of 12 months from the date of registration.



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Br. P.D. Oakley  
Edmund Rice College  
for the Trustees of  
Christian Brothers

