

# ENTERPRISE AGREEMENT

NO: E.A. 374 /1993

DATE REGISTERED: 15/12/03

PRICE: \$ 14.00

## ENTERPRISE AGREEMENT

Teachers employed by Mount St Benedict High School Ltd

### Arrangement

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#### 1. Parties to the Agreement

The agreement is made between Mount St Benedict High School Ltd (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;
- \* 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 for teacher appraisal as part of a teacher's ongoing professional development in accordance with the 1989 Structural Efficiency Agreement;
- \* the need to maintain a working environment in which education can be provided in harmony with the College's mission 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. Improvement in efficiency is often of a qualitative rather than a quantitative kind.

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 as follows:

Step	Salary Per Annum		
	Current \$	From the first full pay period commencing on or after 1 September 1993 \$	From the first full pay period commencing on or after 28th March, 1994 \$
1	21,896	22,739	22,980
2	23,327	24,216	24,472
3	24,817	25,830	26,103
4	26,159	27,167	27,454
5	27,580	28,643	28,946
6	29,001	30,118	30,437
7	30,422	31,594	31,928
8	31,844	33,071	33,421
9	33,264	34,546	34,911
10	34,686	36,022	36,403
11	36,107	37,499	37,895
12	37,528	38,974	39,386
13	38,950	40,451	40,878
ST1	40,180	41,728	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 1 September, 1993  \$	From the first full pay period commencing on or after 28 March, 1994  \$
ST2	1,845	1,916	1,937
Co-ordinator	3,690	3,832	3,872

(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 1 September, 1993  \$	From the first full pay period commencing on or after 28 March, 1994  \$
Teacher	1,198 5.87 a day	1,244 6.13 a day	1,258 6.16 a day

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

	Salary Per Annum		
	Current  \$	From the first full pay period commencing on or after 1 September, 1993  \$	From the first full pay period commencing on or after 28 March, 1994  \$
Assistant to the Principal	11,275	11,709	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	
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. Professional Development

The parties and teachers employed at the College are committed to the Professional Development program developed and implemented at the College.

## 7. Flexibility in Working Hours

The school introduced, in 1992, arrangements involving a more flexible spread of hours under certain circumstances. The staff and administration will continue to support these arrangements and the principles on which it was based. It is agreed that the operation of this flexible hours strategy should be reviewed in late 1994 when all aspects of the arrangements will be considered including the benefits of school organisation, work and personal commitments of staff and professional advantage otherwise.

## 8. Participation in Meetings

The parties recognise that participation in staff meetings and faculty meetings is an important aspect of the professional responsibilities of teachers.

## 9. Co-curricular Activities

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

## 10. Supervision

The parties recognise that active supervision of students outside classrooms is part of the normal responsibility of teachers.

## 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 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.

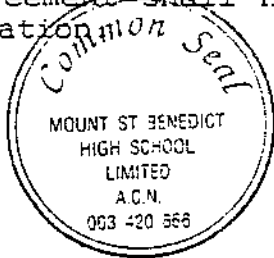
13. Term

This Enterprise Agreement shall have a term of 24 months from the date of registration

*Jones*  
Director

*Phillips*

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Director  
Mount St Benedict High School Ltd  
PENNANT HILLS

*RFS*

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R Shearman  
General Secretary  
NSW Independent  
Teachers Association

THE COMMON SEAL OF MOUNT ST  
BENEDICT HIGH SCHOOL LIMITED  
ACN 093 420 566 WAS AFFIXED  
HERE TO IN EVIDENCE OF A RESOLUTION  
OF THE BOARD OF DIRECTORS