

# ENTERPRISE AGREEMENT

NO: E.A. 375 /1993

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PRICE: \$ 26.00

# ENTERPRISE AGREEMENT

Teachers Employed at St Patrick's College, Strathfield

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## ARRANGEMENT

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### 1. Parties to the Agreement

This Agreement is made between the Trustees of the Christian Brothers, St Patrick's College, Strathfield (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 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 after 1st July, 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 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 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 the Assistant to the Principal shall be:

Assistant Principal	Size	Salary Per Annum	
		Current	From 9 August 1993
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 College and teachers employed at the College are committed to the implementation and periodic review of the College's Mission Statement.

**7. Flexibility in School Day**

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

**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 the co-curricular activities conducted by the College. This involvement will be negotiated between the parties using current practice as the bench-mark for participation. The parties also recognise that the College is working towards fuller involvement by teachers in the extra-curricular activities conducted by the College.

10. **Family Leave**

Family Leave in the College will be as set out in the Attachment A to this Agreement.

11. **Professional Development, Skill Development and School Improvement**

The parties agree to work towards the implementation of professional development, skill development and school improvement in accordance with sections 4.1 to 4.8 inclusive of the 1989 Structural Efficiency Agreement.

12. **Promotion Positions**

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

13. **Dispute Avoidance and Grievance Procedure**

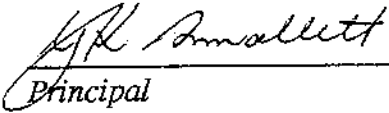
- (a) The objective of these procedures is the avoidance and resolution of industrial disputation, arising under this Agreement, by measures based on consultation, co-operation and negotiation.
- (b) Without prejudice to either party, the parties to this Agreement shall ensure the continuation of work 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.
- (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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Principal  
St Patrick's College, Strathfield  
for the Trustees of the Christian Brothers

  
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R Shearman MSN  
General Secretary  
NSW Independent Teachers' Association



## ATTACHMENT A

### FAMILY LEAVE

#### 1. Preamble

The family is "the place where different generations come together and help one another to grow wiser and harmonise the rights of individuals with other demands of social life".

*(Pastoral Constitution on the Church in the Modern World, No.52)*

With the growing recognition that both society and work have changed, has come the realisation that change is also required in the workplace. Companies and unions in Australia are today moving to implement policies and practices which support the needs of family life. Such changes involve more realistic expectations of those with both family and work responsibilities, a situation which holds potential for considerable stress.

The Catholic Church holds the view that the family constitutes the basis of society. In its statement from the 1981 Synod, *The Christian Family in the Modern World (1981)*, the Church states that family "roles and professions should be harmoniously combined if we wish the evolution of society and culture to be truly and fully human" (N.23). It states further that "society must positively favour and encourage as far as possible responsible initiative by families... (and) ensure that they have all those aids that they need in order to face all their responsibilities in a human way" (No.45).

The United Nations has also acknowledged and drawn attention to the importance of the family by declaring 1994 the International Year of the Family. It urges that "the widest possible protection and assistance should be accorded to families so that they may fully assume their responsibilities within the community". (United Nations Principles for the International Year of the Family)

#### 2. (a) For the purposes of this clause

(i) "Family" means father, mother, brother, sister, grandparents, father-in-law, mother-in-law, step-father, step-mother, spouse, child, step-child, grandchild and foster child, and any other person at the discretion of the Principal.

(ii) "Pressing domestic necessity" means a reason at the discretion of the employer.

(b) Any full-time, temporary or part-time teacher shall be entitled to be paid family leave in respect of any absence on account of illness or injury to a member of their family or pressing domestic necessity, subject to the following conditions and limitations:

(i) The period of paid family leave provided to a teacher shall not exceed in any year of service five days. Any further leave is at the discretion of the Principal.

**ATTACHMENT A (Continued)**

2. (b) (ii) A teacher shall not be entitled to be paid family leave unless he or she notifies the Principal (or such other person deputised by the Principal) prior to the commencement of the first organised activity at the College on any day, of the nature of the family leave and of the estimated duration of the absence; provided that paid family leave shall be available if the teacher took all reasonable steps to notify the Principal or was unable to take such steps.
- (iii) Other than in respect of the first one day's absence in respect of family leave in any year, a teacher shall, upon request, provide appropriate documentation such as a medical certificate addressed to the College or if the College requires to the College medical officer or a statutory declaration setting out the reason for family leave. Notwithstanding the foregoing the College may require other evidence for the family leave.
- (iv) Notwithstanding the provisions of subclause (i) the family leave entitlement of a part-time teacher shall be in that proportion which the number of teaching hours of that teacher in a full school week bears to the number of teaching hours which a full time teacher at the College is normally required to teach.
- (v) Where a teacher is absent on family leave replacements will be arranged in accordance with the College's policy for sick leave replacement.
- (vi) Notwithstanding the above, any family leave taken by a teacher or additional family leave granted by the Principal will be deducted from the teacher's entitlement to sick leave in accordance with Clause 10, Sick Leave of the Award. If the teacher has exhausted his/her entitlement to sick leave, paid family leave will not be available.

## ATTACHMENT B

### PROMOTIONS POSITIONS

1. 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 Advisory Board and the Trustees of the Christian Brothers 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 Mission Statement; and
  - (viii) any other matter consistent with the identified needs of the College.

2. For the Secondary School (Years 7-12), the College will allocate a minimum of 12 points as pastoral care and a minimum of 30 points to other areas including curriculum. These points do not include the position of Religious Education Co-ordinator.

For the Junior School (Years 5 and 6), the College will allocate a minimum of five points excluding the position of Head, Junior School.

3. Where a Principal in accordance with Clause 1, varies the promotion structure in the College and this variation affects a current incumbent of a promotion position then at least two terms' notice must be given to those affected by the alteration of promotion structure.

Where less than two terms' notice is given, then the current incumbent will be paid the relevant allowance for a further 12 months.

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.

**ATTACHMENT B (Continued)**

4. (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>
Co-ordinator 3	3
Co-ordinator 2	2
Co-ordinator 1	1
Senior Teacher 2	1

6. (a) From the 30 points in Clause 1 the College shall appoint a minimum of eight Co-ordinator 2 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 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) 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 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 Principal.

## ATTACHMENT B (Continued)

- 7 (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 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) performing other duties (of comparable level including in the area of pastoral care) requiring a high level of professional expertise.

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.

The period of appointment for an ST2 position will be 12 months.

The period of appointment for a Co-ordinator 1 position will be 2 years with the possibility of further one or two year appointments subject to Clause 2 above.

The period of appointment for a Co-ordinator 2 or 3 position will be initially two years, ordinarily with further three year appointments.

A current incumbent of a Co-ordinator 2 position without a fixed period of appointment and not affected by the introduction of this Agreement will be given a three year appointment from the beginning of the 1994 school year.

10. The College will develop an induction policy and programme for each teacher appointed to a promotion position.

**ATTACHMENT B (Continued)**

11. Each teacher holding a promotion position will be subject to a performance review while holding such a position, in accordance with College policy, such policy having been arrived at in collaboration with the staff involved. Such performance review does not derogate from the rights of a teacher or the employer under Disputes and Grievance Procedures in this Agreement.

Where a performance review indicates significant areas of concern, a developmental plan with appropriate professional support will be framed for the incumbent of a Co-ordinator 2 or 3 position, who will be offered a further twelve month appointment and a further performance review. At the end of this period either no further appointment will be offered or a three year appointment will be offered.

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 does not have a fixed period of appointment then the current allowance and salary will be frozen for a term of 24 months 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 said 24 months 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 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.
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.