

# ENTERPRISE AGREEMENT

NO: E.A. 376 /1993

DATE REGISTERED: 15/12/93

PRICE: \$ 12.24.00

**ENTERPRISE AGREEMENT**  
**TEACHERS EMPLOYED BY**  
**ST PIUS X COLLEGE,**  
**CHATSWOOD**

**ARRANGEMENT**

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**1. Parties to the Agreement**

This agreement is made between St Pius X College, Chatswood ("The College") and the New South Wales Independent Teachers Association (The "ITA") a registered industrial union of employees.

**2. Scope of the 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:

- (i) 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;
- (ii) 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;
- (iii) 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;
- (iv) 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;
- (v) the variety of managerial and educational arrangements that exist requiring flexibility in the application of regulations that govern employment practices;
- (vi) the autonomy and authority of the College, as well as the professional standing of the teaching staff in the College;
- (vii) a mutual responsibility to maintain and develop the quality of education at the College and the public perception of its people and programmes;
- (viii) their ongoing commitment to the 1989 Award Restructuring Agreement;
- (ix) the need to maintain the long term financial viability of the College.

### **5. Salaries & Allowances**

- (a) This clause replaces the salaries and allowances set out in clauses 3.1 and 6.2 of the Award.
- (b) The minimum annual rate of salary payable to full-time teachers at the College shall be:  
  
(see over)

<u>Step</u>	<u>Current</u>	<u>From August 9, 1993</u>
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 annual allowance payable to full time teachers occupying the positions set out below shall be:

	<u>Current</u>	<u>From 9 August 1993</u>
ST2	\$1,845	\$1,910
Co-ordinator 1	\$1,845	\$1,910
Co-ordinator 2	\$3,690	\$3,819
Co-ordinator 3		\$5,729
Assistant to the Principal		
Secondary	\$10,250	\$10,609
Primary	\$6,253	\$6,472

- (d) **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 half-day payment, or as calculated in accordance with the formula set out in paragraph (c) 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.

- (e) 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 Teaching Staff at the College is committed to implementing the College's Mission Statement.

**7. Flexibility in School Day**

The parties are committed to on-going consideration of flexibility in the timing and length of the school day to meet changing curriculum requirements.

**8. Co-Curricular and Extra-Curricular Activities**

The parties are supportive of the co-curricular and extra-curricular activities of the College.

**9. Promotions Positions**

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

**10. Grievance and Disputes Procedure**

- (i) 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.
- (ii) 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.
- (iii) Any grievance or dispute which arises regarding a teacher's performance shall, where possible, be settled by discussion between the teacher and the Principal or the Principal's nominee in accordance with procedures which have been adopted by the College. (Attachment A)

- (iv) (a) 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.
  - (b) 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.
  - (c) 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.
  - (d) 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.
- (v) 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.

**11. Duress**

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


**12. Term**

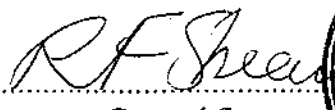
This enterprise agreement shall have a term of 12 months from the date of registration. The parties have agreed that they will meet no later than the 1 July 1994 to consider a new agreement which might be adopted by the ITA and the College.

**13. Other Matters**

The following are matters which the parties agree to continue discussing during the currency of this agreement with a view to possible inclusion in any Agreement which replaces this Agreement.

- (i) Choice of funds for Superannuation Guarantee levy.
- (ii) Appropriate provisions for the introduction of Family Leave.
- (iii) Proper processes and policy for the appraisal of those holding promotion positions.
- (iv) Procedure for the interview/appointment of teachers to promotion positions

  
.....  
(Br) M D Walsh, Principal  
St Pius X College

  
.....  
R Shearman, General Secretary  
NSW Independent Teachers Association



**ATTACHMENT A  
GRIEVANCE AND DISPUTES PROCEDURES**

**1. Introduction**

- (a) This document sets out the procedures to be followed where a problem arises with respect to a teacher's performance of duties.
- (b) Deficiencies in teacher performance need to be identified early. Action to overcome such deficiencies should be taken immediately.
- (c) To this end, the Principal, assisted as appropriate by senior members of staff, should assist the teacher in resolving the deficiencies within a reasonable time period. This formal procedure should not replace normal practices in the College for resolving day-to-day matters.
- (d) Nothing in these procedures shall in any way limit or exclude the employer's right of summary dismissal referred to in clause 14.3 of the Award or to suspend as referred to in clause 13 of the Award, or the right of the ITA Chapter Representative to interview the Principal as per clause 9.2 of the Award.

**2. Normal Practices**

- (a) All problems which arise within the College in relation to a teacher may be discussed within the College by the Principal and the teacher with a view to their resolution.
- (b) It is not essential for all problems to be brought to the teacher's attention in writing.
- (c) Where a problem has been brought to the Principal's attention on a written complaint the teacher must be allowed to see the complaint as soon as possible.
- (d) In any interview between a Principal and a teacher, the Principal will inform the teacher of the nature of the problem and the teacher is to be given an opportunity to respond.
- (e) Any such matters discussed (whether regarded at this stage as having been satisfactorily resolved or not) may again become relevant where the problem continues to exist or if further problems develop.

**3. Dispute Procedures**

The following procedures are to be followed when normal practises do not work and the Principal judges it necessary to formally warn, censure or reprimand or dismiss a teacher.

- (a) Any formal warnings, censure or reprimand to the teacher must be followed up in writing to the teacher and a copy placed on the teacher's file.

- (b) Any specific instructions given to the teacher by the Principal, as well as any strategies to assist the teacher to overcome the problem and the period of time in which those strategies are expected to lead to a resolution of the problem, are to be confirmed in writing by the Principal to the teacher and a copy placed on the teacher's file.
- (c) Where the Principal is still dissatisfied and seeks to interview the teacher further in relation to the problem, the teacher may be accompanied by another teacher of his/her choice from the staff. In such a situation the Principal may have present another member of the school's administration.
- (d) Where possible, the Principal must give the teacher at least 24 hours notice that such a discussion is to take place and the subject of the matter to be discussed.
- (e) Any person present at an interview between the Principal and a teacher is free to take notes. In no circumstances is the teacher to be asked or required to sign any such record of interview.

#### **4. Subsequent Procedures**

- (a) After not more than 5 working days following the interview the teacher will be informed in writing that:
  - (i) no further action is necessary; or
  - (ii) there is a need for improvement in the teacher's performance and the matter will be reviewed on a given date; or
  - (iii) any recurrence of specific matters may result in further action being taken by the Principal; or
  - (iv) appropriate advisory or counselling services will be made available to the teacher; or
  - (v) the teacher is to be disciplined and the nature of such disciplinary action; or
  - (vi) such other steps as regarded appropriate by the Principal are to be taken.
- (b) Where the teacher is advised that his/her performance is to be reviewed at a later date, the Principal will inform the teacher in writing of:
  - (i) the aspects of the teacher's performance to be reviewed and the nature of the improvement required;
  - (ii) the method that will be used to conduct the review and the name(s) of the person(s) who will conduct the review;
  - (iii) the appropriate time(s) at which the review will be carried out;
  - (iv) the nature of any special assistance that will be made available to the teacher during the course of the review.



- (c) At the end of any period of review the teacher will be advised in writing:
- (i) the process of review has been completed and that the required improvement in performance has been achieved; or
  - (ii) the process of review is to be extended; or
  - (iii) the process of review has been completed and that the required improvement in performance has not been achieved.
- (d) Any dispute which remains unresolved 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.

#### **5. Industrial Commission**

- (a) Any matter which cannot be resolved at the levels mentioned in these procedures may be referred to the Industrial Commission of New South Wales or its successor.
- (b) Nothing contained in this procedure shall prevent the General Secretary of the ITA or his/her nominee or the Executive Director of the CIO 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 a resolution of the dispute.

**ATTACHMENT B  
PROMOTION POSITIONS**

1. (a) The College will allocate promotions positions according to a points system as identified in (b).  

<u>Position</u>	<u>Points</u>
Co-ordinator 3	3
Co-ordinator 2	2
Co-ordinator 1	1
Senior Teacher 2	1
- (c) The College will allocate a minimum of 12 points as pastoral care and year co-ordinators, a minimum of 22 points to other areas including curriculum and a minimum of 3 points to co-ordination in the primary department. These points do not include the Assistant Principal or the Curriculum Co-ordinator.
2. (a) 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 structures and requirements;
  - (iii) Board of Studies requirements;
  - (iv) best management/organisation practices;
  - (v) the need to recognise and remunerate added responsibility and work in curriculum, pastoral or administrative leadership;
  - (vi) College policy and Mission Statement; and
  - (vii) any other matter consistent with the identified needs of the College.
3. Where the Principal in accordance with clause 2 varies the promotional position 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. (a) During the period contained in clause 3 an incumbent who is affected by the alteration may discuss the matter with the Principal.  
  
(b) If the matter is not resolved at this level the teacher may refer the matter to the ITA chapter representative or fellow staff member who will discuss the matter with the Principal.

- (c) If the matter remains unresolved, and it is deemed appropriate by the teacher, 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.
  - (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.
- (a) From the 22 points in clause 1 (c) the College willlll appoint a minimum of 8 co-ordinators in the area of curriculum at co-ordinator 2 level or higher.
  - (b) The Principal and the ITA chapter may reach agreement that the pattern of promotion positions outlined in (a) above may be varied in respect of the College.
- 6.
- (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.
  - (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) to perform other duties (of comparable level including in the area of pastoral care) requiring a high level of professional expertise.
7. All appointments to promotion positions will be made on the basis of merit and suitability and will be normally and appropriately advertised.
  8. Each teacher appointed to a promotion position after the registration of this Agreement will receive a letter of appointment to the position which will set out the duties to be performed and the period of appointment.
  9. Each teacher appointed to a promotion position will be inducted into that position.
  10. Each teacher holding an ongoing promotion position will be appraised in accordance with a policy to be agreed between the Principal and the ITA chapter. Such an appraisal does not derogate from the rights of the teacher or the Principal under Disputes and Grievance Procedures in existence at the College.
  11. 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 so affected is deemed to have a "permanent" appointment they will receive their current allowance for twelve months.
  12. 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 prescribed rate 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.
  13. The foregoing shall not affect the right of the Principal to summarily terminate any teacher from their promotional position for incompetence, misrepresentation, neglect of duty or other misconduct.

MINIMUM CONDITIONS OF EMPLOYMENT

The rates of wages in this enterprise agreement provide for a salary increase of 3.5% above current award rates of pay.

All other conditions will be covered by the Teachers (Non-Government Schools) (State) Award.

*M. West*

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