

# ENTERPRISE AGREEMENT

NO: E.A. 387 /1993

DATE REGISTERED: 29-12-93

PRICE: \$ 16.00

# ENTERPRISE AGREEMENT

Teachers employed by the  
Trustees of the De La Salle Brothers, Oakhill College

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## ARRANGEMENT

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### Attachment A - Promotion Positions

#### 1. Parties to the Agreement

This agreement is made between the Trustees of the De La Salle Brothers who are the proprietors of Oakhill College, Castle Hill ("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 Trustees of the De La Salle Brothers, Oakhill 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

- efficiency gains already achieved by co-operation between the College and its teachers viz
  - re-organisation of holiday arrangements 1994, 1995.
  - partial introduction of computerised reporting systems.
  - completed introduction of computerised attendance record system.
- the necessity to introduce further efficiencies and, in particular, the restructure by the College administration of its curriculum in keeping with the establishment of Key Learning Areas.

- the requirement for teacher appraisal as part of an ongoing professional development process in accordance with the provisions of the 1989 Structural Efficiency Agreement.
- the need to promote the quality of schooling at the College and the public perception of it.
- the mutual responsibility to protect, develop and enhance this College and College life.
- the intention 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 Relations 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.
- 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.
- the need to maintain a situation in which flexibility and ongoing negotiations may be undertaken in a manner which allows progress to be achieved and taken into account.

The parties have agreed that they will meet not later than 1 April 1995 to consider a new agreement which might be adopted by the ITA and the College.

## 5. Salaries

- This clause replaces the salaries set out in Clause 3.1 and Clause 6.2 of the Award.
- The minimum annual rate of salary payable to full time teachers in the College shall be:

Step	Salary Per Annum		
	Current \$	From the first full pay period commencing on or after 6 August 1993 \$	From the first full pay period commencing on or after 1 March 1994 \$
1	21,896	22,662	22,980
2	23,317	24,133	24,472
3	24,871	25,741	26,103
4	26,159	27,074	27,454
5	27,580	28,545	28,946
6	29,001	30,019	30,437
7	30,422	31,486	31,928
8	31,844	32,958	33,421
9	33,264	34,428	34,911
10	34,686	35,900	36,403
11	36,107	37,370	37,895
12	37,528	38,841	39,386
13	38,950	40,313	40,878
ST1	40,180	41,586	42,169

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

<b>Salary Per Annum</b>			
	Current \$	From the first full pay period commencing on or after 6 August 1993 \$	From the first full pay period commencing on or after 1 March 1994 \$
ST2	1,845	1,909	1,937
Co-ordinator 1	1,845	1,909	1,937
Co-ordinator 2	3,690	3,818	3,872
Co-ordinator 3		5,727	5,809

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

<b>Salary Per Annum</b>			
	Current \$	From the first full pay period commencing on or after 6 August 1993 \$	From the first full pay period commencing on or after 1 March 1994 \$
Assistant to Principal	11,275	11,669	11,833

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

<b>Salary Per Annum</b>			
	Current \$	From the first full pay period commencing on or after 6 August 1993 \$	From the first full pay period commencing on or after 1 March 1994 \$
Second Assistant to the Principal	5,535	7,636	7,748

- (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	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.

- (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:

$$\frac{5 \times \text{Annual Salary}}{204} \times \frac{\text{Period Taught}}{\text{Average Number of Periods which full-time teachers of the school are normally required to teach per 5 day period.}}$$

## 6. Mission Statement

The parties and teachers employed at the College are committed to implementing the College Mission and contributing to the realisation of its identity as a Lasallian School in keeping with the statements authorised and published from time to time in the Staff Handbook and Statement of Strategic Plans and Outcomes.

## 7. Flexibility in School Day

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

## 8. Promotions positions

The promotions positions in the College will be as set out in Attachment A to this agreement.

## 9. Appraisal

The parties recognise the need for teacher appraisal as part of a teacher's ongoing professional development according to College policy and the 1989 Structural Efficiency Agreement. Within the term of this agreement each teacher will be appraised at least once in a manner consistent with these principles.

## 10. 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.

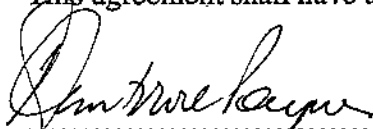
- (b) Without prejudice to either party, the parties to this Agreement shall ensure the continuation of work in accordance with the Award, this Agreement and custom and practice in the College.
- (c) (i) In the event of any matter arising under this Agreement which is of concern or interest, the teacher 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.


#### 11. Duress

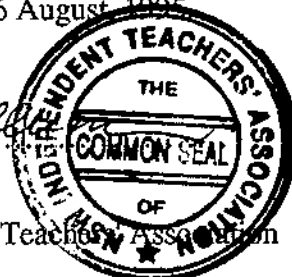
This enterprise agreement was not entered into by either party under duress from the other party or any other person or persons.

#### 12. Term

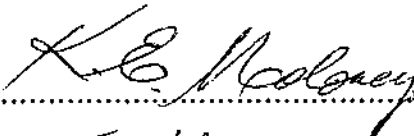
This agreement shall have a nominal term which shall expire on 6 August 1995


  
 .....  
 Brother Ambrose Payne  
 Headmaster


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



The COMMON SEAL OF THE TRUSTEES OF THE DE LA SALLE BROTHERS was hereunto affixed pursuant to a resolution passed by the said Corporation in the presence of:

  
 ..... PROVINCIAL

  
 ..... MEMBER

  
 ..... MEMBER

Dated 23<sup>rd</sup> day of November, 1993

**ATTACHMENT A**  
**PROMOTIONS POSITIONS**

1. The College will allocate a minimum of 44 points as the resource level necessary to support and remunerate the additional responsibilities exercised by its teachers in the administration of the College.

The College will allocate these points at the following minimum levels.

Curriculum	34
Pastoral Care	<u>10</u>
	<u>44</u>

2. 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 the Trustees of the College, where appropriate.
  - (v) best management/organisation practices;
  - (vi) the need to recognise and remunerate added responsibility and work in curriculum, pastoral and administrative leadership;
  - (vii) College Policy and Planning.
  - (viii) any other matter consistent with the identified needs of the College.
3. Where the Principal in accordance with clauses 2 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 promotion structure.
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.

- (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.

5. Each promotion position is worth the following number of promotion points:

<b>Positions</b>	<b>Points</b>
Second Assistant to the Principal	4
Co-ordinator 3	3
Co-ordinator 2	2
Co-ordinator 1	1
Senior Teacher 2	1

6. (a) From the 34 points in clause 1 the College shall appoint a minimum of 8 Co-ordinator 2 or Co-ordinator 3 positions in the area of curriculum.
- (b) From the 10 points allocated to Pastoral Care, the College will appoint a 4 point position of Second Assistant to the Principal.
- (c) The Principal and the ITA Chapter may reach agreement to the effect that the pattern of promotion positions outlined above 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) and 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 areas(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 performances 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.
- (e) A "Second Assistant to the Principal" means a teacher appointed as such by the College who assists the Principal and Assistant to the Principal in their responsibility for the conduct and organisation of the College.
8. All appointments to promotion positions will be made on the basis of merit and suitability and will normally and appropriately be advertised.
9. Each teacher appointed to a promotion 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.
10. Each teacher appointed to a promotion position will be inducted into that position, in accordance with College policy.
11. Each teacher holding an ongoing promotion position will be appraised while holding such a position, in accordance with College policy. Such an appraisal does not derogate from the rights of a teacher or the employer under the Disputes and Grievance Procedures in this Agreement.
12. Any teacher whose current promotion position is affected by the introduction of this Agreement will continue to receive his/her current allowance until the expiration of his/her 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 his/her frozen salary or the teacher receives a further promotion appointment within the College. If the latter does not occur then after the life of this agreement 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 his/her promotion position for incompetence, misrepresentation, neglect of duty or other misconduct.