

# ENTERPRISE AGREEMENT

NO: E.A. 7 /1994

DATE REGISTERED: 10.1.94

PRICE: \$ 28.00

# **Enterprise Agreement**

Teachers employed by Red Bend Catholic College, Forbes, NSW.

## **Preamble:**

The process involved in the framing of this document has been an important aspect of the final result. Red Bend has certain characteristics which have been discussed and are acknowledged by the authors of this agreement. All things being considered, it is the underlying aim of the College Administration to form a Christian environment in which staff and students work together in a just and harmonious manner. The provision of the best possible conditions of employment for the staff and the optimum pedagogy for students are seen as essential elements in reaching this desired result.

The 'Enterprise Agreement' has provided an opportunity for the Administration and the teaching staff to examine current operations and structures at Red Bend. This Agreement offers guidelines for staff development, personal reflection and the maintenance of quality education for the students.

## **Arrangement**

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### **1. Parties to the Agreement**

This agreement is made between the Trustees of the Marist Brothers (Melbourne Province) 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 Trustees of the Marist Brothers at **Red Bend Catholic College, Forbes.**

## **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 safeguard the quality of schooling at the College and the public perception of it;
- (ii) a mutual responsibility to protect, develop and enhance this College and College life;
- (iii) the autonomy and authority of the College, as well as the professional standing of the teaching staff in the College;
- (iv) the variety of managerial and educational arrangements that exists requiring flexibility in the application of regulations that govern employment practices;
- (v) the need to maintain a working environment in which education can be provided in harmony with the College's philosophy;
- (vi) 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;
- (vii) in particular, that productivity and efficiency have a growing influence in educational policies and practices;
- (viii) the need for teacher appraisal as part of a teacher's on-going professional development in accordance with the 1989 structural efficiency agreement.

- (ix) the fact that improvements in efficiency can be made through a more careful and responsible use of resources. This kind of change can warrant a salary increase.
- (x) the parties have agreed that they will meet not later than 3 November 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:

STEP	CURRENT SALARY	From 4/11/93	From 1/4/94
1	21896	22553	23004
2	23317	24017	24497
3	24871	25617	26129
4	26159	26944	27483
5	27580	28407	28975
6	29001	29871	30468
7	30422	31335	31962
8	31844	32799	33455
9	33264	34262	34947
10	34686	35727	36442
11	36107	37190	37934
12	37528	38654	39427
13	38950	40119	40921
ST1	40180	41385	42213

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

	Current Allowance \$	From the first full pay period commencing on or after the date of the Agreement 4 November 1993 \$ 3.0%	From the first full pay period commencing on or after 1 April 1994 \$ 2.0%
ST2	1,845	1,900	1,938
Co-ord			
1	1,845	1,900	1,938
2	3,690	3,801	3,877
3	5,535	5,701	5,815

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

	Salary Per Annum		
	Current \$	From the first full pay period commencing on or after 4 November 1993 \$	From the first full pay period commencing on or after 1 April 1994 \$
Assistant to Principal			
601-900	10,250	10,558	10,769
901+	11,275	11,613	11,845

(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 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.

- (f) 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. Flexibility in the School Day

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

## **7. Co-Curricular Activities**

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

## **8. Promotion Positions**

The promotion positions in the College will be as set out in Attachment A of this Agreement.

## **9. Professional Development**

The parties recognise that teachers are required to participate in ongoing professional development to meet the demands caused by changes in curriculum, College structure and policy and in the community's expectations of schools in general and the College in particular.

## **10. Appraisal**

The parties recognise the need for teacher appraisal as part of a teacher's ongoing professional development. During the life of the Agreement both parties will work together to develop a suitable appraisal policy for teachers.

## **11. Family Leave**

The Principal of the College has in the past granted teachers some family leave. The parties agree that in the future family leave will be as set out in Attachment B to this Agreement.

## **12. 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, cooperation 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 nominee.

- (c) (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 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.

### 13. Duress

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

### 14. Term

This enterprise agreement shall have a term of 24 months from the date of registration.



signed for and on behalf of the  
trustees of the Marist Brothers  
(Melbourne Province)



R. Shearman  
General Secretary  
NSW Independent Teachers  
Association





## Attachment A

# PROMOTION POSITIONS

1. Parties to the Agreement acknowledge that the minimum number of promotion positions at the College will be allocated according to the following table, where a class means a standard English class at the College.

Classes	Points	Classes	Points	Classes	Points
1	0	20	13	39	26
2	1	21	14	40	27
3	2	22	15	41	28
4	2	23	15	42	28
5	3	24	16	43	29
6	4	25	17	44	30
7	4	26	17	45	31
8	5	27	18	46	31
9	6	28	19	47	32
10	6	29	20	48	33
11	7	30	20	49	33
12	8	31	21	50	34
13	8	32	22	51	35
14	9	33	22	52	35
15	10	34	23	53	36
16	11	35	24	54	37
17	11	36	24	55	37
18	12	37	25	56	38
19	13	38	26	57	39

2. Parties to the Agreement accept that the above table represents the minimum number only of promotion positions. They acknowledge that the College structure currently provides a greater number of promotion positions and agree that this structure will not be varied without appropriate consultation between parties to the Agreement.
3. 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 pastoral requirements;
  - (iii) Board of Studies requirements;

3.
  - (iv) the results of the College reviews and consultations with the Trustees of the Marist Brothers (Melbourne Province) where appropriate;
  - (v) best management/organisation practices;
  - (vi) the need to recognise and remunerate added responsibility and work in curriculum, pastoral or administrative leadership;
  - (vii) College policy; and
  - (viii) any other matter consistent with the identified needs of the College.
  
4. Where a Principal in accordance with clause 3 above 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 the promotion structure. The Principal will discuss the reasons for the change with the incumbent.
  
5.
  - (i) During the period contained in clause 4 above 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.
  - (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.
  
6. Each promotion position is worth the following number of promotion points:

<b>Positions</b>	<b>Points</b>
Coordinator 3	3
Coordinator 2	2
Coordinator 1	1
Senior Teacher 2	1

7. The Principal and the ITA chapter may reach agreement to the effect that the pattern of promotion positions may be varied in respect of the College.
8. (a) Coordinator 1 means a teacher appointed as such who is:
  - (i) responsible for the coordination of a program of work in an area of instruction, pastoral care, or other activity; or
  - (ii) required to assist a Coordinator 2 in the performance of his/her duties; or
  - (iii) required to perform other duties as required by the Principal.
- (b) Coordinator 2 means a teacher appointed as such who is responsible to the Principal for the coordination of a program of work in an area of instruction or other activity.
- (c) Coordinator 3 means a teacher appointed as such who is responsible to the Principal for:
  - (i) the supervision of Coordinators 1 and 2 and Senior Teacher 2s; and/or
  - (ii) the coordination and supervision of the academic program of the College; and/or
  - (iii) the professional development of teachers at the College; and/or
  - (iv) other duties as required 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 the area of pastoral care) requiring a high level of professional expertise.
9. All appointments to promotion positions will be made on the basis of merit and suitability. Vacancies for the positions will normally and appropriately be advertised.

10. 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.
11. During the life of this Agreement, both parties will work together to develop a suitable appraisal policy for teachers holding promotion positions.
12. Any teacher whose current promotion position is affected by the introduction of this Agreement will have their current allowance and salary frozen for the life of this Agreement unless during this time the teacher's salary reaches their 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 Agreements.
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. 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 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.

## 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" (no. 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, grandparents-in-law, father-in-law, mother-in-law, step-father, step-mother, spouse, child, step-child, foster child and grandchild and other persons 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 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 four days.
  - (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 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 evidence of 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.

- (c) Family leave for reasons other than those set out above and family leave in excess of four days shall be available at the discretion of the Principal and shall be deducted from a teacher's sick leave in accordance with subclause 2(vi) of this clause.
- (d) Family leave under this agreement will be in addition to leave under subclause 11.3, Bereavement Leave of the Award.
- (e) The College and the ITA Chapter agree to review and monitor the working of this clause during the life of this agreement and consider whether it should be included in any future agreement in its present form.