

ENTERPRISE AGREEMENT

NO: E.A. 10 /1994

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ENTERPRISE AGREEMENT

Teachers employed at Christian Brothers' High School, Lewisham

ARRANGEMENT

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1. Parties to the Agreement

This agreement is made between the Trustees of the Christian Brothers, Christian Brothers' High School Lewisham 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 School.

3. Award

Except as provided by this agreement, the condition of employment of teachers by the school 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 recognized:

- (a) the need to maintain a working environment in which education can be provided in harmony with the School'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 School 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 the productivity and efficiency have a growing influence in educational policies and practices. The School 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 require flexibility in the application of regulations that govern employment practices;
- (e) the autonomy and authority of the School, as well as the professional standing of the teaching staff in the School;
- (f) a mutual responsibility to maintain and develop the quality of education at the School 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 School.

The parties have agreed that they will meet not later than 1 August, 1994 to consider a new agreement which might be adopted by the ITA and the School.

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 out 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:

	Size	Salary per Annum	
		Current \$	From 9 August 1993 \$
Assistant Principal Secondary Department	201-300	8,200	8,487
	301-600	9,225	9,548
	601-900	10,250	10,609
	901 plus	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 plus	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 (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.

- (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 parties and teachers employed at the school agree to support the Mission Statement as outlined in the 1993 Staff Handbook.

7. Flexibility in the School Day

The parties are committed to implementing and adapting flexibility of teaching hours at the School, particularly as applied to the attendance if necessary of after school staff and faculty meetings.

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 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 specific programmes not funded by the School 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 within the School. The period may be extended upon mutual agreement of both parties.
- (c) The parties recognize 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 recognize that teachers are required to participate in a range of co-curricular and extra-curricular activities.

10. Profile of the School

The parties recognize the importance of the involvement of teachers in activities which will raise and maintain the profile of the School in the local community.

11. Professional Development, Skill Development, and School Improvement

The parties agree to the implementation of the 1989 Restructuring agreement.

12. Pastoral Care Programme

The parties are committed to a further enhancement of the programme of pastoral care of students already existing in the school.

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 School.

(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.

14. Duress

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

15. Term

This enterprise shall have a term of 12 months from the date of registration.

P. A. Hester

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Br. P.A. Hester,
Principal,
Christian Brothers' High School
Lewisham for the Trustees of
Christian Brothers.

R. Shearman

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

