

# ENTERPRISE AGREEMENT

NO: E.A. 13 /1994

DATE REGISTERED: 10-1-94

PRICE: \$ 20.00

## ENTERPRISE AGREEMENT

Teachers employed by St. Edward's College Gosford

### Arrangement

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### Clause No.   Subject Matter

- 1            The Agreement is made between the Trustees of the Christian Brothers, St. Edward's College (the "College") and the New South Wales Independent Teachers Association (the "I.T.A.") a registered industrial union of employees.
  
2.            Scope of Agreement  
  
              The 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 charisma 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 variety of managerial and educational arrangements that exist requiring flexibility in the application of regulations that govern employment practices;
- (v) the autonomy and authority of the College, as well as the professional standing of the teaching staff in the College;
- (vi) a mutual responsibility to maintain and develop the quality of education at the College and the public perception of its people and programs.
- (vii) the need to maintain the long term financial viability of the College.

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 I.T.A. and the College.

5. Salaries

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

Step	Salary per Annum	
	Current \$	From the first full pay period commencing on or after 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 the first full pay period commencing on or after 9 August 1993
	\$	\$
ST2	1 845	1 910
Coordinator 1	1 845	1 910
Coordinator 2	3 690	3 819
Coordinator 3		5 729

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

	Size	Salary per Annum	
		Current	From the first full pay period commencing on or after 9 August 1993
		\$	\$
Assistant Principal Secondary Department	201 - 301	8 200	8 487
	301 - 600	9 225	9 548
	601 - 900	10 250	10 609
	901 +	11 275	11 670

- 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 Other wise 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:

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

6. Goals

The parties and teachers employed at the College agree to support the College Goals.

7. Flexibility in School Day

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

8. Temporary Employees

(a) delete clause 2e 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 Activities

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

10. Supervision

The parties recognise that teachers may be required to participate in the supervision of students at transport venues before and after school.

11. Promotion Positions

See Attachment A.

12. Disputes Avoidance and Grievance Procedure

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.

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.

- (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 I.T.A. 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 I.T.A. 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.

Nothing contained in this procedure shall prevent the General Secretary of the I.T.A. 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 12 months from date of Registration.

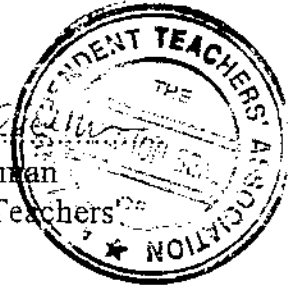
Signed:

*P M McKeon*

.....  
P. M. McKeon, cfc  
on behalf of the Trustees of the Christian  
Brothers, St. Edward's College, Gosford

*R Shearman*

.....  
Mr. R. Shearman  
NSW Independent Teachers  
Association



### PROMOTION POSITIONS

1. The College will allocate a minimum of points according to the following table:

Secondary Enrolments at Previous Year's Census Date	Promotion Points
1 - 200	2
201 - 300	4
301 - 400	6
401 - 500	8
501 - 600	12
601 - 700	14
701 - 800	22
801 - 900	22
901+	24

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 the College renewal or review and consultations with the College Provincial Council or School Board 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.



3. Where a Principal in accordance with sub-clauses 1 varies the promotion 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. (i) During the period contained in sub-clause 2 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 I.T.A. 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 I.T.A. 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 I.T.A. 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 to be named:
  - Co-ordinator 3
  - Co-ordinator 2
  - Co-ordinator 1
  - Senior Teacher 2
6. (a) 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.
- (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 programs; and/or
  - (iii) other duties as determined by the Principal.
- (c) 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.
- (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. (a) Teachers who hold a current promotion position as a Coordinator of English, Mathematics, Science, and Technology and Applied Studies will be given a letter of appointment (replacing any previous letters of appointment) before December 1993 indicating their current period of appointment will end at the conclusion of the 1995 school year or earlier if the teacher resigns this position.
- (b) All other teachers receiving a coordinator's allowance will be given a letter of appointment (replacing any previous letters of appointment) before December 1993 indicating their current period of appointment will end at the conclusion of the 1994 school year or earlier if the teacher resigns this position.
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 include a role description for the position and the period of appointment.
10. Each teacher appointed to a promotion position will be inducted into that position.
11. Each teacher holding an ongoing promotion position will be appraised in accordance with a policy to be developed by the Principal in consultation with the teaching staff. Such an appraisal does not derogate from the rights of a teacher or the employer under Disputes and Grievance Procedures in this Agreement.
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 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 three 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.

13. 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.