

ENTERPRISE AGREEMENT

NO: E.A. 17 /1994

DATE REGISTERED: 10-1-94

PRICE: \$ 26.00

Enterprise Agreement

Teachers employed by Catholic Secondary School Authority of Lismore Limited,
trading as Trinity Catholic College, Lismore.

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1. Parties to the Agreement

This agreement is made between the Catholic Secondary School Authority Lismore Ltd, trading as Trinity Catholic College Lismore ("the College") 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 College.

3. Catholic Ethos

The parties acknowledge the need for teachers to support the ethos and philosophy of Catholic education which operates in this College.

4. 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").

5. Objects of the Agreement

In reaching this Agreement, the parties have recognised:

- * the need to safeguard the quality of schooling in the College and the public perception of it;
- * a mutual responsibility to protect, develop and enhance the College and school life in the College;
- * the autonomy and authority of the College, as well as the professional standing of the teaching staff in the College;
- * the variety of managerial and educational arrangements that exist requiring flexibility in the application of regulations that govern employment practices in the College;
- * the need to maintain a working environment in which education can be provided in harmony with the College's aims, objectives and philosophy;
- * 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;
- * that productivity and efficiency have a growing influence in educational policies and practices which means the College is expected to do more with the same level of resources, necessitating productivity and efficiency improvements.

The parties agree to meet not later than April, 1994, to consider a second adjustment that the parties may agree to implement.

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

6. Salaries

- (a) This clause replaces the salaries set out in subclauses 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 the first full pay period commencing on or after 13 December 1993 \$
1	21,896	22,553
2	23,317	24,017
3	24,871	25,617
4	26,159	26,944
5	27,580	28,407
6	29,001	29,871
7	30,422	31,335
8	31,844	32,799
9	33,264	34,262
10	34,686	35,727
11	36,107	37,190
12	37,528	38,654
13	38,950	40,119
ST1	40,180	41,385

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

	Allowance Per Annum	
	Current	From the first full pay period commencing on or after 13 December 1993 \$
ST2	1,845	1,900
Co-ordinator 1	1,845	1,900
Co-ordinator 2	3,690	3,801
Co-ordinator 3		5,701

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

Allowance Per Annum		
Secondary Enrolment at Previous Year's Census Date	Current	From the first full pay period commencing on or after ¹³ December 1993 \$
201-300	8,200	8,446
301-600	9,225	9,502
601-900	10,250	10,558
901+	11,275	11,613

- (e) Casual Teachers.

The salary payable to a casual teacher shall be the appropriate rate in subclause 6b) 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 subclause (f) of this clause; PROVIDED that the maximum rates payable shall be as follows:-

Four Years Trained	Step 8	on the combined Salary Scale
Three Years Trained	Step 6	on the combined Salary Scale
Two Years Trained	Step 5	on the combined Salary Scale
One Year Trained	Step 2	on the combined Salary Scale.
Not Otherwise Classified	Step 1	on the combined Salary Scale.
Conditionally Classified		
Four Years Trained	Step 7	on the combined Salary Scale.
Conditionally Classified		
Three Years Trained	Step 6	on the combined Salary Scale
Conditionally Classified		
Two Years Trained	Step 4	on the combined Salary Scale.

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:

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

7. Career Development and Training.

- (a) The College is committed to career development and training.
- (b) The parties are committed to training and skills acquisition and development.
- (c) The parties are committed, over the term of this agreement to;
- (i) the conducting of an annual appraisal interview by the Principal or nominee with each staff member regarding training and development.
 - (ii) developing a more highly skilled and flexible workforce.
 - (iii) encouraging employees to seek career opportunities through appropriate training to acquire additional skills.
 - (iv) equitably providing access to training for all staff.

8. Flexibility in School Day

- (a) The parties are committed to the principle of flexibility in the timing and length of the school day to meet changing curriculum requirements and students' needs.
- (b) The parties will review the present arrangement of hours in the context of the operational requirements of the College and opportunities to provide improved client service. Ultimately, the spread of hours should facilitate flexibility in the options available to the College to structure work.
- (c) A process of consultation and communication with teachers, parents and students will be carried out and form the basis of any changes which need to be introduced.

9. Family Leave

The College will grant Family Leave to teachers in accordance with Attachment A of this Agreement.

10. Positions of Special Responsibility

The parties agree that:

- (i) appointment to a position of special responsibility will be for a two year term. A performance appraisal will be conducted after the end of the first year of appointment and subject to this performance appraisal the Principal may extend the appointment of two years for an additional two years;
- (ii) a Performance Appraisal Model for the College will be developed by the College in consultation with the Staff;
- (iii) positions of Special Responsibility will be as set out in Attachment B to this Agreement.

11. Temporary Employees

The parties agree to:

- (i) This Clause replaces subclause (e) of clause 2 of the award;
- (ii) "Temporary Teacher" means a teacher employed to work full time or part time for a specified period which is not more than a full school year but not less than four weeks. Provided that a teacher may be employed for a specified 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 program by the College or where such teacher is replacing a teacher who is on leave for a period in excess of a full school year or replacing a teacher who is on secondment to another position outside of the College.
- (iii) The College, the ITA and the teacher may agree to extend the temporary period of appointment beyond two years if the College, the ITA and the teacher concerned agree. The ITA shall not withhold their consent unreasonably.
- (iv) The parties recognise that a temporary employee may be appointed to another temporary position following a cessation of a temporary appointment.

12. Professional Development

The parties recognise that teachers, as professionals, have an ongoing need to participate in professional development to meet the demands caused by changes in curriculum, College policy and in the community's expectations of schools.

While teachers will be released and/or replaced where necessary, the rate of change may necessitate teachers taking part in professional and personal development in other than face to face school hours.

13. Co-Curricular Activities

The College has always promoted co-curricular activities as an integral part of its function to help to develop the "whole" person in the student and therefore, the parties recognise that all teachers are expected to participate in the usual co-curricular activities conducted by the College.

14. Dispute Avoidance and Grievance Procedure in Relation to this Enterprise Agreement

- (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 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 and/or Chairman of the College Board;
 - (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.

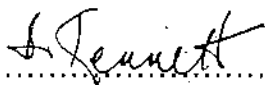
- (d) Nothing contained in this procedure shall prevent the General Secretary of the ITA or his/her nominee or the Executive Director of the Catholic Industrial Office or his/her nominee from entering into negotiations at any level either at the request of a member or on their own initiative in respect of matters in dispute should such action be considered conducive to achieving resolution of the dispute.

15. Duress

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

16. Term

This Enterprise Agreement shall expire on 28th January, 1996.


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Brother Kenneth Moreland
Chief Executive Officer
The Catholic Secondary School
Authority of Lismore Ltd.
and
Principal
Trinity Catholic College Lismore


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R Shearman
General Secretary
NSW Independent Teachers Association



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 Construction on the Church in the Modern World no. 52.)

With the growing recognition that both society and work have changed, had 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 expectation 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 Modern World (1981), the Church states that family "roles and professions should be harmoniously combined if we wish to 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) (i) For the purposes of this clause

"Family" means father, mother, brother, sister, grandparents, grandparents-in-law, father-in-law, mother-in-law, step-father, spouse, child, step-child, foster child and grandchild and other persons at the discretion of the employer.

"Domestic necessity" means another domestic reason at the discretion of the employer.

(ii) 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 or a "domestic necessity" subject to the following conditions and limitations:

(a) The period of paid family leave provided to a teacher shall not exceed four days in any year of service.

(b) 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 School 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.

- (c) 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 employer or if the employer requires to the employer medical officer or a statutory declaration setting out the reason for family leave. Notwithstanding the foregoing the employer may require other evidence for the family leave.
 - (d) Notwithstanding the provision of paragraph (a) of this subclause 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 school is normally required to teach.
 - (e) Where a teacher is absent on family leave replacements will be arranged in accordance with the employer's policy for sick leave replacement.
 - (f) Notwithstanding the above, any family leave taken by a teacher or additional family leave granted by the employer 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.
- (iii) 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 employer and shall be deducted from a teacher's sick leave in accordance with paragraph (f) of subclause (ii).
 - (iv) Family leave under this Agreement will be in addition to leave under subclause 11.3, Bereavement Leave of the Award.
 - (v) The College and the ITA 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.

POSITIONS OF SPECIAL RESPONSIBILITY

1. In 1994, while the current award requires that 24 points be allocated to Positions of Special Responsibility ("promotion position"), the College will allocate a minimum of 12 points as pastoral care and year co-ordinators and 34 points to other areas including curriculum. The promotion points allocated will be subject to change based on enrolments and the needs of the College.
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 Board 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 Mission Statement; and
 - (viii) any other matters consistent with the identified needs of the College.
3. Where a Principal in accordance with Clause 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.

- (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.

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

<u>Positions</u>	<u>Points</u>
Co-ordinator 3	3
Co-ordinator 2	2
Co-ordinator 1	1
Senior Teacher 2	1

6. The Principal after consultation with executive and staff may vary the pattern of promotion positions.

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 program 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 3" means a teacher appointed to be responsible for:
- (i) the co-ordination of area(s) of curriculum and/or pastoral care or any program(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.
8. 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.
9. Each teacher appointed to a promotion position will be inducted into that position, in accordance with College policy.
10. 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 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 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 the 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.
12. 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.