

ENTERPRISE AGREEMENT

NO: E.A. 179 /1994

DATE REGISTERED: 6.6.94

PRICE: \$ 22.00



St. Edmund's School

for the Blind and Visually Impaired

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ENTERPRISE AGREEMENT

Arrangement

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1 Parties to the Agreement

This agreement is made between the Trustees of the Christian Brothers, St. Edmund's School (the "School") 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 at or after the date of registration of this agreement.

3. Award

Except as provided by this agreement, the conditions 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 recognised:

- (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 sector reported in the 1992 State Wage Case Decision of the New South Wales Industrial Commission;
- (c) their ongoing commitment to the 1989 Award Restructuring Agreement;
- (d) the need for teacher appraisal as part of the teacher's ongoing professional development in accordance with the 1989 Structural Efficiency Programme;
- (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) the need for teachers to have the opportunity for their own professional development;
- (h) the need to maintain the long term financial viability of the school;
- (i) In the context of the nature of the school, the Principal be vigilant towards the health and well-being of the teachers. Also for the teachers to be mindful of concern and care for one another and to endeavour to fulfil our mission to Special Education in an atmosphere of mutual friendship and harmony.

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 School shall be:

Salary Per Annum		
Step	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) Special Education Allowance

The minimum allowance payable to full-time teachers in special schools shall be:

Salary Per Annum

Current	From the first full pay period commencing on or after 9 August 1993
\$	\$
1,198.00	1,239.93
\$46.08 per ft	\$47.69 per fortnight
5.87¢ per day	6.07¢ per day

(d) The minimum allowances payable to the full time teacher at the school occupying the position of General Coordinator shall be:

Salary Per Annum

Current	From the first full pay period commencing on or after 9 August 1993
\$	\$
3 690	3 819

(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 (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 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. Family Leave
Family Leave in the School will be as set out in Attachment A to this Agreement.

7. School Philosophy

St. Edmund's School exists to create a loving, safe and caring community within the St. Edmund's family. Our goals are towards developing the unique whole person - spiritually, intellectually, physically and socially. Involvement with and in the wider community is positively encouraged;

8. Co-Curricular and Extra Curricular Activities -

The parties recognise that teachers are required to participate in a range of activities. Participation is in co-curricular activities such as pastoral care, excursions, liturgies, and sport, and extra-curricular activities such as camps, special school sports competitions, work experience, and concerts conducted by the school.

9. Pastoral Care Programme -

The parties recognise the importance for all teachers to be fully involved in the total Pastoral Care for each and every student and their families.

10. Professional Development, Skill development and School Improvement

The parties agree to work to the implementation of the 1989 Restructuring agreement, in particular, the various elements of Section 4.0.

The areas currently being developed at this school relate to

- 4.3 Induction for beginning teachers
- 4.4 Performance Reviews
- 4.5 Whole School Development Programmes

11. 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 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.

12. Duress

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

13. Term

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

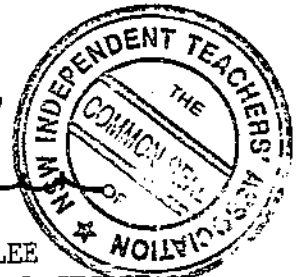
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(Principal)
St. Edmund's School
for the Trustees of
Christian Brothers

Patrick J. Lee

PATRICK J. LEE
ACTING 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 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).

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(a) For the purposes of this clause

- (i) "Family" means father, mother, brother, sister, grand-parents, father-in-law, mother-in-law, step-father, step-mother, spouse, child, step-child and grandchild and any other such dependent.
- (ii) "Pressing domestic necessity" means a reason 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 or pressing domestic necessity, 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. Any further leave is at the discretion of the Principal.
 - (ii) A teacher shall not be entitled to be paid family leave unless he or she notifies the Principal (or such other person deputed 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,
 - (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 School or if the School requires to the School medical officer or a statutory declaration setting out the reason for family leave. Notwithstanding the foregoing the School may require other evidence for 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 School is normally required to teach.
 - (v) Where a teacher is absent on family leave replacements will be arranged in accordance with the School'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.
 - (vii) Untaken family leave in any one year shall not accumulate beyond that year.

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- (c) Family leave for reasons other than those set out above and family leave in excess of four days shall only be available at the discretion of the employer and shall be deducted from a teacher's sick leave in accordance with paragraph (vi) subclause (b).
 - (d) Family leave under this Agreement will be in addition to leave under subclause 11.3, Bereavement Leave of the Award.
