

**ENTERPRISE AGREEMENT**

**NO: E.A.** 52 /1994

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**PRICE: \$** 30.00

# ENTERPRISE AGREEMENT

Teachers employed at St Dominic's College, Penrith

## Arrangement

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### 1. Parties to the Agreement

This agreement is made between the Trustees of the Christian Brothers, St Dominic's College (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. 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:

- (a) the need to safeguard the quality of schooling at the College and the public perception of it. A "Mission Statement" may be necessary to support the development of this objective;
- (b) the need to maintain a working environment in which education can be provided in harmony with the College's Call to Mission in the charism of Edmund Rice and the current policies of the Trustees of the Christian Brothers.
- (c) the autonomy and authority of the College, as well as the professional standing of the teaching staff in the College.
- (d) the variety of managerial and educational arrangements that exist requiring flexibility in the application of regulations that govern employment practices;
- (e) the ongoing commitment to the 1989 Award Restructuring Agreement, in particular to the need for teacher appraisal and ongoing Professional Development to meet the demands caused by changes in curriculum, College policy and in the Community's expectation of schools;
- (f) 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;
- (g) 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.
- (h) the need to maintain the long-term financial viability of the College.

The parties have agreed that they will meet not later than August 1, 1994 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 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:

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STEP	SALARY PER ANNUM	
	Current \$	From August 9 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

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

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	SALARY PER ANNUM	
	Current \$	From August 9, 1993 \$
ST2	1 845	1 910
Assistant Co-ordinator	1 845	1 910
Co-ordinator	3 690	3 819

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

SIZE	SALARY PER ANNUM	
	Current \$	From August 9, 1993 \$
Assistant Principal Secondary Department		
201-300	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 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. Promotion Positions**

The parties agree to review the current operation of promotion positions within the College by April 1994 and subject to the review implement an Agreement specific to promotion positions.

**7. Flexibility in School Day**

The parties are committed to positively considering flexibility in the timing and length of the school day to meet changing curriculum requirements and student needs. Any agreement with the ITA would reflect the outcome of discussions involving the relevant members of the School community.

**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 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. Supervision**

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

**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

These are to be implemented in accordance with the processes of the Structural Efficiency agreement. This in no way limits the parties in the further development of appropriate programmes.

## 11. Pastoral Care Programme

The parties are committed to discussing the further development of a Pastoral Care programme for students.

## 12. Dispute Avoidance and Grievance Procedure

The object 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 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.

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. Other Matters

The following are matters which the parties agree to continue discussing during the currency of this agreement with a view to possible inclusion in any Agreement which replaces this Agreement.

- (i) Promotion positions
- (ii) Appropriate provisions for the introduction of Family Leave
- (iii) Proper processes and policies for the appraisal of those holding promotion positions.
- (iv) Procedure for the interview/appointment of teachers to promotions positions.

15. Term

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



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Br Brian Jeffers cfc  
Principal  
on behalf of the Trustees of the  
Christian Brothers, St Dominic's College



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R Shearman  
General Secretary  
NSW Independent Teachers Association

