

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA01/124

TITLE: Teachers employed by St Edmund's School for the Blind and Visually Impaired

I.R.C. NO: 2000/5371

DATE APPROVED/COMMENCEMENT: 14 February 2001

TERM: 12 months

**NEW AGREEMENT OR
VARIATION:** New

GAZETTAL REFERENCE: 11 May 2001

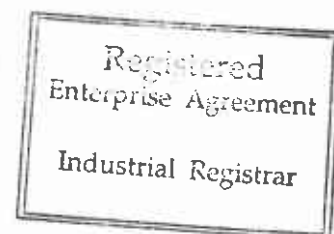
DATE TERMINATED:

NUMBER OF PAGES: 11

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to teachers employed by the School

PARTIES: Trustees of the Christian Brothers, St Edmund's School for the Blind & Visually Impaired -&- New South Wales Independent Education Union



ENTERPRISE AGREEMENT

**TEACHERS EMPLOYED BY
ST EDMUND'S SCHOOL FOR THE BLIND
AND VISUALLY IMPAIRED**

ENTERPRISE AGREEMENT
for
TEACHERS EMPLOYED BY ST EDMUND'S SCHOOL
FOR THE BLIND AND VISUALLY IMPAIRED

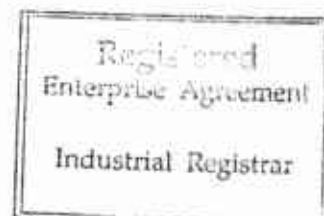
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1. PARTIES TO THE AGREEMENT

This Agreement is made between the Trustees of the Christian Brothers, St. Edmund's School for the Blind and Visually Impaired (the "School") and the NSW Independent Education Union (the "IEU") a registered industrial union of employees.

2. SCOPE OF THE AGREEMENT

This Agreement shall apply to teachers employed by the School on or after the date of registration of this Agreement.



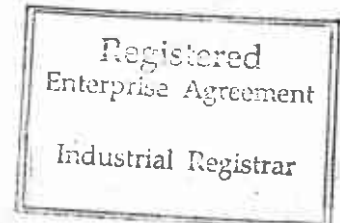
3. AWARD

Except as provided by this Agreement, the conditions of employment of teachers by the School will be in accordance with the *Teachers' (Catholic Independent 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 in the light of the Province's call to mission in "*New Beginnings with Edmund*" 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) that 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 fact that improvement in efficiency is often a qualitative rather than quantitative kind, means that this kind of productivity can warrant salary increases;
- (e) the variety of managerial and educational arrangements that exist requires flexibility in the application of regulations that govern employment practices;
- (f) the autonomy and authority of the School, as well as the professional standing of the teaching staff in the School;
- (g) a mutual responsibility to maintain and develop the quality of education at the School and the public perception of its people and programs;
- (h) their ongoing commitment to the 1989 Award Restructuring Agreement;
- (i) the need to maintain the long term financial viability of the School.



5. CATHOLIC ETHOS

St Edmund's School for the Blind and Visually Impaired is a Catholic Independent School administered by the Trustees of the Christian Brothers. The School was established by the Church and exists within the community to support parental efforts in the development of the faith of their children. St Edmund's School is a Catholic day and residential school committed to the education and care of blind and visually impaired youth who may also have additional disabilities. The School also caters for those who may benefit from the special educational services provided by St Edmund's. The staff and students endeavour to work together to form a School community based on the Christian values of love, justice and freedom. The School also prepares and assists students who have the potential to be fully integrated into a regular school in their local community.

The School and staff employed at the School are committed to the 1998 Vision Statement, its ongoing development and its underlying ethos and philosophy as a Catholic School.

The parties further agree to accept and support the Principles of Employment. These Principles of Employment form part of this Agreement as Attachment "A".

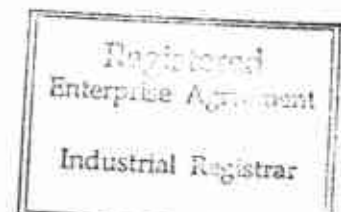
6. REMUNERATION PACKAGING

By mutual agreement with the School a teacher may elect to receive payment in the manner set out in Attachment "C".

7. CO-CURRICULAR AND EXTRA CURRICULAR ACTIVITIES

The parties recognise that teachers are required to participate in a range of activities. Participation in co-curricular activities is in general accordance with the School's practice including 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.

The parties recognise the importance for all teachers to be involved in the Pastoral Care of each and every student.

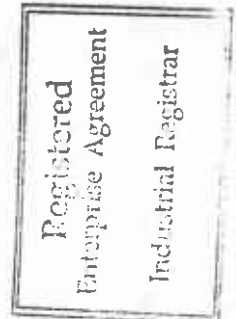


8. PROFESSIONAL DEVELOPMENT, SKILL DEVELOPMENT AND SCHOOL IMPROVEMENT

- (a) The parties agree to continue work implementing the 1989 Restructuring Agreement.

The areas currently being developed at this School relate to:

- Induction for beginning teachers
- Performance Reviews relating back to the concept of School development
- Whole School Development Programs
- Individual Transition Plan



- (b) Every teacher will be involved in regular performance reviews in accordance with School policy, such policy having been arrived at in consultation with the teaching staff.
- (c) Appropriate inservice experiences are an essential component of ongoing professional development. It is agreed that up to one-third of such experiences for teaching staff will occur out of ordinary School hours.
- (d) Responsibility for ongoing professional development is seen as a joint School and individual staff responsibility.

9. DISPUTE AVOIDANCE AND GRIEVANCE PROCEDURE

- (a) 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.
- (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 IEU, 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 IEU or his/her nominee and the Executive Director of the Catholic Commission for Employment Relations 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 IEU or his/her nominee or the Executive Director of the Catholic Commission for Employment Relations 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.

10. DURESS

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

11. TERM

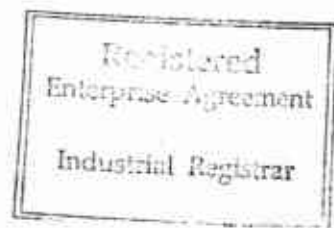
This Enterprise Agreement shall apply for a period of 12 months from the date of registration.



Br Cyril Bosco cfc
Principal
St Edmund's School for the Blind
and Visually Impaired
for the Trustees of the Christian Brothers



Richard Shearman
General Secretary
NSW Independent Education Union



PRINCIPLES OF EMPLOYMENT

The Catholic Church has established schools to fulfill the vision that is expressed in the Gospels. St Edmund's School for the Blind and Visually Impaired (the School) is expected to provide quality education for its children in an environment that reflects Gospel values.

The School performs a key role in the delivery of the mission of the Catholic Church.

In an environment of mutual respect for the dignity of all people, teachers will be expected to support the mission of the School and the Congregation of the Christian Brothers by:

1. regarding themselves as being in co-operative partnership with parents, pastors and the Catholic community generally working towards the achievement of the School's mission;
2. showing respect for and acting in a manner that avoids injury to the religious susceptibilities of the adherents of the Catholic religion.

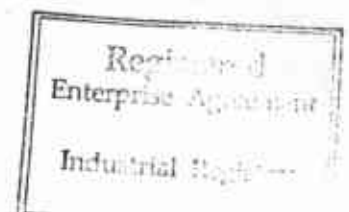
Principles of Employment provisions in letters of appointment issued by the School shall reflect the wording of this agreement.

THE MISSION OF ST. EDMUND'S SCHOOL

St Edmund, the name chosen for the school in 1950, after St Edmund of Canterbury, was chosen to commemorate the name the name of Edmund Ignatius Rice, the Founder of the Christian Brothers.. In the early 1950s the process towards the Beatification of Edmund Rice was commenced and it was hoped that this new school at Wahroonga would be named in his honour.

There are similarities in the lives of St Edmund of Canterbury and Blessed Edmund Rice. St Edmund achieved fame as an educator, while Edmund Rice in "giving to the poor in handfuls" gave up a successful business life to give to the neglected poor boys of Ireland in his day an education that had been denied them by Penal Laws at that time. Children with disabilities were also a great concern as these were neglected and deprived in the 1800s. Having a daughter with disability, Edmund knew the plight of such children.

The relationship in naming a school after a man who gave his all for the welfare of others and a school founded specifically for the education of youngsters with sensory disabilities has great significance.

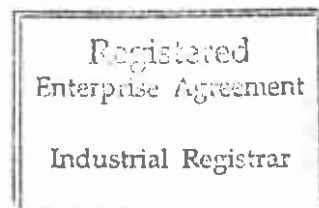


Over the past 198 years since Edmund Rice founded his order the Christian Brothers have passed through many phases. Although founded to care for and educate the materially poor, they tended to stay with the poor whom they were uplifting. And as the poor became more prosperous the Christian Brothers found themselves in mid-twentieth century educating and catering more, but not exclusively, for the middle-class than the materially poor. Since 1965 there has been a definite shift back to the vision of Blessed Edmund of caring for, and educating the poor. These days the poor includes not only the materially poor but those deprived of being able to live happy and fulfilling lives. It is not difficult to see many children in the world today who are living wretched, unfulfilled lives. These include children with disabilities, like Edmund's daughter.

Indeed over the past 100 years the Christian Brothers, through their Special Schools and various other ministries have brought sight and hearing to disadvantaged youth as well as students in mainstream education. These young people have been empowered with appropriate basic living and social skills as well as being given the opportunity of a sound education. This in turn has helped them gain a positive self-esteem and provided the means to live happy and fulfilling lives. Blessed Edmund Rice's vision of responding to the need of youth continues within our community today.

Blessed Edmund Rice had a passionate desire to enhance the welfare of disadvantaged poor boys in his day. He achieved this by providing for children's material needs, in terms of food and clothing and by providing a system of education that would empower the youth of his day to eventually take their place and contribute to the welfare of the community in which they lived.

Today disadvantaged youngsters with disabilities may not be from financially poor families, but are deprived in other ways due to the neglect that they have experienced as a result of their disabilities. St Edmund's School Wahroonga for vision impaired youth with multiple disabilities provides individual programs of instruction tailored to the specific need of students in order to assist them develop and reach their full potential.



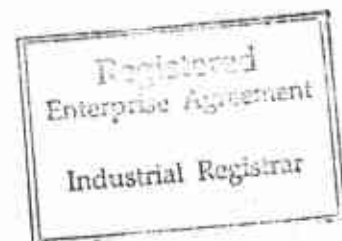
PATTERNS OF ORGANISATION – SPECIAL SCHOOL

1. The School is currently a Year 7 – 10 co-educational special school for the blind and visually impaired. Mindful of the educational needs of all pupils from Years 7-10, the parties are committed to a 7-10 continuum reflected in organisational structures, curriculum patterns and promotions positions.

These provisions will be varied to meet the patterns of organisational requirements of Special Schools. The parties recognise the need of Special Schools to achieve a flexible appropriate management structure.

2. The Assistant Principal (Transition Education) assists the Principal in the provision of quality leadership within the school community. The Assistant Principal (Transition Education) models and encourages the school community in the pursuit of it's Vision and Mission and takes responsibility for the effective organisation and administration of the school such that it's educational goals and objectives can be realised.

3. A teacher who co-ordinates a subject area or a KLA has a work-intensive position because of the special nature of the School and is, therefore, given time-release of one hour per week for each subject/KLA he/she co-ordinates. It is further acknowledged, however, that the Curriculum Co-ordinator, in collaboration with the Assistant Principal (Transition Education) will be responsible for all Key Learning Areas. This position will attract a 0.15 release time and a two point Co-ordinator's allowance.



ATTACHMENT "C"

REMUNERATION PACKAGING

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1. For the purpose of this clause:
 - (a) "Benefits" means such of the benefits of the kind referred to in Clause 5 as agreed between the School and a teacher to be provided under a Package Agreement.
 - (b) "Benefits Value" means the amount specified by the School from time to time as the value of any Benefits provided to a teacher under a Package Agreement (inclusive of any Fringe Benefits Tax payable under the *Fringe Benefits Tax Act 1986* as amended and administration costs).
 - (c) "Package Agreement" means an agreement between the School and a teacher under Clause 4.
 - (d) "Package Salary" means the salary payable under Clause 4(b).
 - (e) "Package Value" means the total of the Package Salary and the Benefits Value paid or provided to a teacher under a Package Agreement.
2. This Clause only applies if there is a Package Agreement in force, and if so the other provisions of the Award and the Agreement shall be subject to this Clause.
3. If there is a Package Agreement in force regard shall be had to the Benefits Value and the Package Salary in assessing compliance by the School with the minimum remuneration provisions in the Award and the Agreement.
4. If at any time an agreement ("Package Agreement") is entered into between the School and a teacher then subject to Clause 6 the teacher shall receive:
 - (a) such Benefits as may be agreed between the School and the teacher under the Package Agreement; and
 - (b) a salary ("Package Salary") equal to the difference between the Benefits Value and the remuneration which would have applied to the teacher under the other provisions of the Award and the Agreement had a Package Agreement not been in force.

5. The Benefits are those made available by the School at its discretion from the following:
- (a) Superannuation
 - (b) Such other benefits as the School may from time to time determine to provide, with initial application to the School Bursar.
6. While a Package Agreement is in force:
- (a) any teacher who takes paid leave on full pay shall receive the Benefits and Package Salary during such period of leave.
 - (b) If a teacher takes leave without pay or is suspended without pay under Clause 17 of the Award or otherwise is in receipt of workers' compensation, the teacher will not be entitled to any Benefits during such period of leave or suspension or receipt of workers' compensation.
 - (c) any other payment under the Award and the Agreement calculated by reference to the teacher's salary, or rate of pay, however described and payable:
 - (i) during employment; or
 - (ii) on termination of employment in respect of untaken paid leave; or
 - (iii) on death

shall be calculated by reference to the remuneration which would have applied to the teacher under the other provisions of the Award and the Agreement had a Package Agreement not been in force.

