

REGISTER OF , ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA99/1

TITLE: Teachers Employed at St Patrick's College, Strathfield

I.R.C. NO: 98/4866

DATE APPROVED/COMMENCEMENT: 14 October 1998

TERM: 1 August 2000

NEW AGREEMENT OR
VARIATION: New



GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 10

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to Teachers employed by St Patrick's College, Strathfield

PARTIES: Trustees of the Christian Brothers St Patrick's College -&- New South Wales Independent Education Union

AGREEMENT

WITHOUT PREJUDICE

AS APPROVED

[Signature]
14/10/98

ENTERPRISE AGREEMENT

Teachers Employed at St Patrick's College, Strathfield

ARRANGEMENT

Clause No.

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1. Parties to the Agreement

This Agreement is made between the Trustees of the Christian Brothers, St Patrick's College, Strathfield (the "College") and the New South Wales Independent Education Union (the "IEU"), a registered industrial union of employees.

2. Scope of Agreement

This Agreement shall apply to teachers employed by the College 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 College 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:

- (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 charism of Edmund Rice, in the light of the Province's call to mission "New Beginnings with Edmund" 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 fact that improvement in efficiency is often of a qualitative rather than quantitative kind means that this kind of productivity can warrant salary increases;
- (v) the variety of managerial and educational arrangements that exist requiring flexibility in the application of regulations that govern employment practices;
- (vi) the autonomy and authority of the College, as well as the professional standing of the teaching staff in the College;
- (vii) a mutual responsibility to maintain and develop the quality of education at the College and the public perception of its people and programmes;
- (viii) their ongoing commitment to the 1989 Award Restructuring Agreement;
- (ix) the need to maintain the long term financial viability of the College.

5. Mission Statement

The College and teachers employed at the College are committed to the implementation of the recently adopted College Mission Statement and to the development, implementation and evaluation of a College Strategic Plan. The parties agree to accept

and support the Principles of Employment. These Principles of Employment form part of this Agreement as Attachment A.

6. Flexibility in School Day

The parties are committed to the principle of flexibility in the timing and length of the school day to meet changing curriculum requirements particularly as the outcomes of the review of the Higher School Certificate "Securing Their Future" impact on the College.

7. Co-curricular Activities

The parties recognise that the College has always promoted co-curricular activities as an integral part of the total education offered. The parties therefore recognise that all teachers are required to participate in co-curricular activities as indicated in individual letters of appointment to the College and in keeping with the custom and practice of the College.

8. Professional Development, Skill Development and School Improvement

- (i) The parties agree to work towards the implementation of professional development, skill development and school improvement in accordance with sections 4.1 to 4.8 inclusive of the 1989 Structural Efficiency Agreement.



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. In particular the parties recognise, in the context of a Catholic school, the need for ongoing religious literacy and personal formation and, in the context of technology, the need for computer literacy.

- (iii) All staff, particularly those newly appointed to the College, will be inducted and formed in the charism of Edmund Rice and the Christian Brothers through participation in programmes such as "Called and Gifted" and other similar courses.
- (iv) Every teacher will participate in regular performance reviews in accordance with College policy.

9. Patterns of Organisation

The College is a Year 5-12 boys' school. Mindful of the educational needs of all pupils from Year 5 to Year 12, the parties are committed to a 5-12 continuum reflected in organisational structures, curriculum patterns and promotions positions in accordance with Attachment B.

10. Classroom Release Time

Full-time classroom teachers in the Junior School (Years 5 and 6) will be allocated a minimum of 0.1 classroom release time per week. Permanent part time teachers employed in the Junior School for 0.6 FTE or more will be allocated a pro rata classroom release time per week.

11. Remuneration Packaging

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

12. **Dispute Avoidance and Grievance Procedure**

- (i) 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.
- (ii) 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.
- (iii)
 - (a) 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.
 - (b) 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.
 - (c) 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.
 - (d) If this matter cannot be resolved at this level it may be referred to the Industrial Relations Commission of New South Wales.
- (iv) 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.

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 expire ^{ON 1st} ~~in~~ August 2000. The parties agree to meet between July and December 2000 for the purposes of finalising a new agreement to be implemented by January 2001.



Michael P. [Signature]

Acting Headmaster
St Patrick's College, Strathfield
for the Trustees of the Christian Brothers

Peter T. Lee

~~R. Sheehan~~ P. Lee
Acting General Secretary
NSW Independent Teachers'
Association

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ATTACHMENT A

PRINCIPLES OF EMPLOYMENT



The Catholic Church has established schools to assist in presenting a vision of reality that is found in the Good News preached by Jesus Christ. St Patrick's College, Strathfield is expected to serve a particular Catholic community, providing quality education for its children in an environment that reflects Gospel values.

The College is more than an educational institution: it is a key part of the Catholic Church's mission. A teacher at the College is more than an employee: he or she ministers in the name of the Catholic Church. In addition, all teachers in a Christian Brothers' school have inherited the traditions and charism of Edmund Rice, the support and transmission of which are, in the College, part of the apostolate in which all staff members participate.

One of the aims to be achieved within a reasonable and practicable period of time is that those appointed to positions where teaching of Religious Education is included will have Religious Education qualifications (or will have begun to acquire formal qualifications) and the necessary background, knowledge and professional commitment to the purposes of Catholic Religious Education and the Catholic ethos of the College. While it is acknowledged that teachers of other religious traditions will have a valuable contribution to make from time to time on a particular topic, it is expected that teachers given responsibility for Religious Education classes will be Catholics with a commitment to the practice of Catholicism.

Teachers in the College have an indispensable role to play in supporting and promoting the mission and goals of the College. It is expected, therefore, of all teachers employed in the College that:

1. they will see themselves as being in co-operative partnership with parents, pastors and the Catholic community generally working towards the achievement of the College's aims;
2. they will strive, by their teaching and personal example, to develop in students an appreciation and acceptance of Catholic teaching and values;
3. they will avoid, whether by word, action or public lifestyle, any influence upon students that is contrary to the teaching and values of the Catholic Church in whose name they act;
4. they will accept and espouse the Catholic educational philosophy of the College;
5. they will develop and maintain an adequate understanding of those aspects of Catholic teaching that touch upon their subject areas;
6. they will be suitable, competent, trained teachers committed to the goals of Catholic education;
7. they will be committed to regular ongoing professional development;
8. they will actively contribute to the religious life of the College and the spiritual formation of the students.

ATTACHMENT B

PATTERNS OF ORGANISATION

1. 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 College Board and the Trustees of the Christian Brothers 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, the Mission Statement and the Strategic Plan; and
- (viii) any other matter consistent with the identified needs of the College.



2. The College will allocate promotions positions according to a points system as follows:

Position	Points
Coordinator 3	3
Coordinator 2	2
Coordinator 1	1
Special Projects Teacher	1

3. For the Secondary School (Years 7-12), the College will allocate a minimum of 14 points as pastoral care and a minimum of 37 points to other areas including curriculum.

For the Junior School (Years 5 and 6), the College will allocate a minimum of 8 points.

4. Where a Principal in accordance with Clauses 1, varies the promotion structure in the College and this variation affects a current incumbent of a promotion position then at least two terms' notice must be given to those affected by the alteration of promotion structure.

Where less than two terms' notice is given, then the current incumbent will be paid the relevant allowance for a further 12 months.

Notwithstanding the above the parties recognise that some one point positions may carry an initial limited tenure of one or two years, be the subject of review in the first or second year, and may either terminate, or continue in the same or some other form for a prescribed period. In such cases the incumbent will have the terms of engagement precisely defined.

ATTACHMENT B (Continued)

5. Disputes will be handled in accordance with Clause 12 of this Agreement.
6. From the 37 points in Clause 3 of this attachment the College shall appoint a minimum of eight positions in the area of curriculum at Coordinator 2 level or higher.
7. (i) A "Co-ordinator 1" means a teacher appointed to be responsible for or assist another co-ordinator in:
 - (a) an area of curriculum; and/or
 - (b) pastoral care; and/or
 - (c) other duties as determined by the Principal.
- (ii) A "Co-ordinator 2" means a teacher appointed to be responsible for:
 - (a) co-ordination of the programme of work in area(s) of curriculum; and/or
 - (b) co-ordination of pastoral care or other programmes; and/or
 - (c) other duties as determined by the Principal.
- (iii) A "Co-ordinator 3" means a teacher appointed to be responsible for:
 - (a) the co-ordination of area(s) of curriculum and/or pastoral care or any programme(s) as determined by the Principal; and/or
 - (b) the support and supervision of those responsible for the co-ordination of subject areas; and/or
 - (c) other duties as determined by the Principal.
- (iv) A "Special Projects Teacher" means a teacher appointed to be responsible for:
 - (a) developing and implementing outstanding teaching practice and leadership with particular reference to the performance and quality of teachers in the College; or
 - (b) performing other duties (of comparable level including in the area of pastoral care) requiring a high level of professional expertise.
8. All appointments to promotions positions will be made on the basis of merit and suitability and will normally and appropriately be advertised.
9. Each teacher appointed to a promotions position will receive a letter of appointment to the position which will set out the duties to be performed by the teacher in the College, the period of appointment, and performance review procedures, in accordance with College policy.





ATTACHMENT B (Continued)

10. Each teacher appointed to a promotions position will be inducted into that position.
11. Each teacher holding a promotions position will participate in a performance review while holding such a position, in accordance with College policy. Such performance review does not derogate from the rights of a teacher or the Principal under Disputes and Grievance Procedures in this Agreement.
12. 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.
13. Where a promotions position allowance is maintained for a period of time for a teacher no longer holding a promotions position, after appropriate negotiations, some tasks may be allocated by the Principal throughout the period during which the allowance is maintained.
14. Any teacher required by the College to act in a promotions 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 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.
15. The foregoing shall not affect the right of the Principal to summarily terminate any teacher from their promotions position for incompetence, misrepresentation, neglect of duty or other misconduct.



REMUNERATION PACKAGING

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 College and a teacher to be provided under a Package Agreement.
 - (b) *'Benefits Value'* means the amount specified by the College 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 administrative costs).
 - (c) *'Package Agreement'* means an agreement between the College 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 College 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 College and a teacher then subject to clause 6 the teacher shall receive:
 - (a) such Benefits as may be agreed between the College 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 College at its discretion from the following:
 - (a) voluntary superannuation
 - (b) other benefits offered from time to time by the College in accordance with the policies and practices of the Trustees of the Christian Brothers, with initial application from August 1998.
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.

Attachment C (continued)

- (b) if a teacher takes leave without pay or is suspended without pay under [clause 17 of the Award] or otherwise or 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) if a teacher takes leave on less than full pay or is suspended under [clause 17 of the Award] or otherwise on less than full pay the teacher shall during such period of leave or suspension receive Benefits and a salary calculated by applying the following formula:

$$A = S \times P\% - [(100\% - P\%) \times B]$$

where:

A = the amount of salary

S = the Package Salary

P = the percentage of the Package Salary payable during the period of leave or suspension

B = the Benefits Value during such period of leave or suspension.

- (d) 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.

