

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO: EA99/191**

**TITLE: Enterprise Agreement for Teachers employed at St Pius X College, Chatswood**

**I.R.C. NO: 99/2843**

**DATE APPROVED/COMMENCEMENT: 23 July 1999**

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EMPLOYEES: Applies to teachers employed by St Pius X College Chatswood**

**PARTIES: St Pius X College Chatswood -&- New South Wales Independent Education Union**

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10 JUL 1999  
SIGNED *BS*

**ENTERPRISE AGREEMENT**  
**for**  
**TEACHERS EMPLOYED AT**  
**ST PIUS X COLLEGE, CHATSWOOD**

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**ENTERPRISE AGREEMENT**  
**for**  
**Teachers employed at St Pius X College, Chatswood**

**ARRANGEMENT**

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## 1. PARTIES TO THE AGREEMENT

This Agreement is made between the Trustees of the Christian Brothers, St Pius X College, Chatswood (the "College") and the New South Wales 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 College 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 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:

- (a) 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 in "New Beginnings with Edmund" and the current policies of the Trustees of the Christian Brothers;
- (b) 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;
- (c) 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;
- (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 requiring flexibility in the application of regulations that govern employment practices;
- (f) the autonomy and authority of the College as well as the professional standing of the teaching staff in the College;

- (g) a mutual responsibility to maintain and develop the quality of education at the College and the public perception of its people and programmes;
- (h) their ongoing commitment to the 1989 Award Restructuring Agreement;
- (i) the need to maintain the long-term financial viability of the College.

## **5. MISSION STATEMENT AND CATHOLIC ETHOS**

The College and teachers employed at the College are committed to its Mission Statement 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. PATTERNS OF ORGANISATION**

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

## **7. REMUNERATION PACKAGING**

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

## **8. FLEXIBILITY IN SCHOOL DAY**

The parties are committed to the principles of flexibility in the timing and length of the school day to meet changing curriculum requirements.

## **9. CO-CURRICULAR ACTIVITIES**

The parties recognise that teachers as part of their contract of employment are required to participate in the co-curricular activities conducted by the College. That participation will recognise interests and abilities of individual teachers.

## **10. PROFESSIONAL DEVELOPMENT**

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.

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## 11. PERFORMANCE REVIEWS

Every teacher will be subject to regular performance reviews in accordance with school policy, such policy having been arrived at in consultation with the teaching staff.

## 12. DISPUTE AVOIDANCE AND GRIEVANCE PROCEDURE

- (a) The object of these procedures is the avoidance and resolutions 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/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 of 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 resolutions of the dispute.

## 13. DURESS

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

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14. ~~TERM~~

This Enterprise Agreement shall expire 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.

*Leary*

Principal  
St Pius X College, Chatswood  
For the Trustees of the Christian Brothers

*Geri Atay*

~~R. Shearman~~  
Acting General Secretary  
NSW Independent Education Union

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## 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 Pius X College 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 contributions 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 teachings 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.

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## PATTERNS OF ORGANISATION

1. (a) The College will allocate promotions positions according to a points system as identified in (b).

<b>(b)</b>	<u>Position</u>	<u>Points</u>
	Co-ordinator 3	3
	Co-ordinator 2	2
	Co-ordinator 1	1
	Special Project Teacher	1

- (c) The College will allocate a minimum of 12 points as pastoral care and year co-ordinators, a minimum of 22 points to other areas including curriculum and a minimum of 3 points to co-ordination in the Junior School. These points do not include the Assistant Principal or the Curriculum Co-ordinator.

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 structures and requirements;
- (iii) Board of Studies requirements;
- (iv) sound management / organisation practices;
- (v) the need to recognise and remunerate added responsibility and work in curriculum, pastoral or administrative leadership;
- (vi) College policy and Mission Statement;
- (vii) any other matter consistent with the identified needs of the College; and
- (viii) the results of a College renewal or review and consultation with the College Board and the Trustees of the Christian Brothers, where appropriate.

3. Where the Principal in accordance with Clause 2 varies the promotional position 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. Negotiations will take place with the incumbent affected over salary adjustment.

4. Disputes will be dealt with according to Clause 13 of this Agreement.
5. From the 22 points in Clause 1 (c) the College will appoint a minimum of 8 Co-ordinator positions in the area of curriculum at Co-ordinator 2 level or higher
6. (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) 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 programme of work in area(s) of curriculum;
  - (ii) co-ordination of pastoral care or other programmes; 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 programme(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 "Special Project Teacher" 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.

7. All appointments to promotion positions will be made on the basis of merit and suitability and will normally and appropriately be advertised.
8. Each teacher appointed to a promotion position will be inducted into that position.
9. Each teacher holding an ongoing promotion position will be appraised in accordance with College policy. Such an appraisal does not derogate from the rights of the teacher or the Principal under the Disputes and Grievance Procedures in existence at the College.
10. Any teacher required by the College to act in a promotion position for at least 10 consecutive school days shall be paid for so doing at the prescribed rate 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.
11. The foregoing shall not affect the right of the Principal to summarily terminate any teacher from their promotional position for incompetence, misrepresentation, neglect of duty or other misconduct.

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REMUNERATION PACKAGING

For the purpose of this clause:

1.
  - (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 to a teacher 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 administration 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 provision 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 provision 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 Agreement") 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) Such other benefits as the College may from time to time determine to provide, with initial application from [to be determined locally].

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 leave.
- (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) Any other payments 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.