

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA99/132

TITLE: Teachers Employed by St Mary's College, Gunnedah

LR.C. NO: 99/1018.

DATE APPROVED/COMMENCEMENT: 29 March 1999.

TERM: 31 December 2000.

**NEW AGREEMENT OR
VARIATION: New.**

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 11.

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to employees engaged as teachers at St Mary's College, Gunnedah.

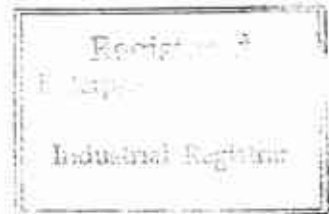
PARTIES: The Trustees of the Sisters of Mercy of the Gunnedah Congregation -&- New South Wales Independent Education Union.





ST MARY'S COLLEGE

GUNNEDAH



ENTERPRISE AGREEMENT

ENTERPRISE AGREEMENT

Teachers employed by St Mary's College, Gunnedah

ARRANGEMENT

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1. PARTIES TO THE AGREEMENT

This Agreement is made between the Trustees of the Sisters of Mercy of the Gunnedah Congregation 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 at St Mary's College, Gunnedah (the "College") on or after the date of registration of this Agreement.

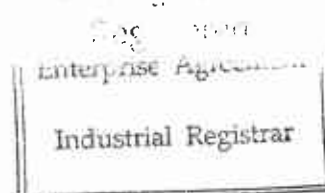
3. AWARD

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:

- the need to safeguard the quality of schooling at the College and the public perception of it;
- a mutual responsibility to protect, develop and enhance the ethos of this College and College life, and to preserve the Mercy tradition;
- the autonomy and authority of the College, as well as the professional standing of the teaching staff in the College;
- the variety of managerial and educational arrangements that exist requiring flexibility in the application of regulations that govern employment practices;
- the need for teacher appraisal as part of a teacher's ongoing professional development in accordance with the 1989 Structural Efficiency Agreement;
- the need to maintain a working environment in which education can be provided in harmony with the College's Mission Statement;
- 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;
- in particular, that productivity and efficiency have a growing influence in educational policies and practices.



5. FLEXIBILITY IN SCHOOL DAY

The parties are prepared to negotiate flexibility in the timing and length of the school day to meet changing curriculum requirements, the needs of the College, staff needs and the requirements of the Board of Studies.

6. MISSION STATEMENT

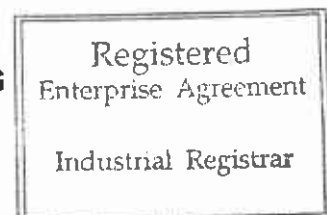
The parties recognise the need for teachers employed at the College to be committed to implementing the College's Mission Statement and its associated Strategic Plan.

7. VISION : FUTURE PLANNING - INTERACTIVE TECHNOLOGY

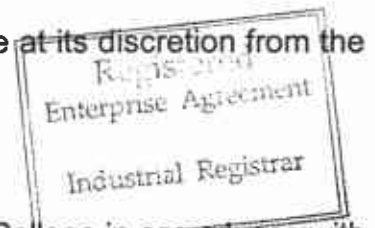
- (a) There is a need for all staff to be computer literate and include computers within their curriculum area;
- (b) The College is committed to providing training for all staff according to the College Professional Development policy;
- (c) Both parties agree to develop a plan in which interactive technology is one of the means of education for the students. With the College being in a rural area, distance education is a possibility using electronic means to broaden the curriculum, offer courses to individuals, encourage independent learning and for some staff to become mentors for students within the College and others who are outside the College.

8. REMUNERATION PACKAGING

- (a) For the purpose of this clause:
 - (i) *'Benefits'* means such of the benefits of the kind referred to in subclause 8(e) as agreed between the College and a teacher to be provided under a Package Agreement.
 - (ii) *'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).
 - (iii) *'Package Agreement'* means an agreement between the College and a teacher under subclause 8(d).



- (iv) 'Package Salary' means the salary payable under clause (d)(ii).
 - (v) 'Package Value' means the total of the Package Salary and the Benefits Value paid or provided to a teacher under a Package Agreement.
- (b) 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.
- (c) 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.
- (d) If at any time an agreement ("Package Agreement") is entered into between the College and a teacher then subject to clause (f) the teacher shall receive:
- (i) such Benefits as may be agreed between the College and the teacher under the Package Agreement; and
 - (ii) 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.
- (e) The Benefits are those made available by the College at its discretion from the following:
- (i) voluntary superannuation;
 - (ii) other benefits offered from time to time by the College in accordance with the policies and practices of the Trustees.
- (f) While a Package Agreement is in force:
- (i) any teacher who takes paid leave on full pay shall receive the Benefits and Package Salary during such period of leave.
 - (ii) 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.
 - (iii) 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:
 - (A) during employment; or



- (B) on termination of employment in respect of untaken paid leave; or
- (C) 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.

9. CO-CURRICULAR ACTIVITIES

The parties recognise that teachers are required to participate in the co-curricular activities conducted by the College and/or as requested by the Principal.

10. PROMOTION POSITIONS

- (a) The College will allocate a minimum of 14 points in the College to promotion positions.
- (b) Each promotion position is worth the following number of promotion points:-

<u>Position</u>	<u>Points</u>
Assistant Principal/Acting Assistant Principal	4
Coordinator 3	3
Coordinator 2	2
Coordinator 1	1

<u>Points</u>	<u>Registered</u>
4	Enterprise Agreement
3	Industrial Registrar
2	
1	

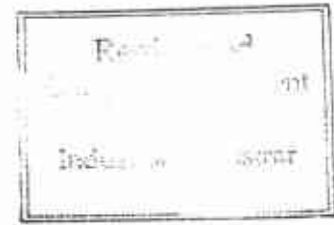
- (c) (i) From the 14 points in clause 1, the College shall appoint a minimum of 10 points in Coordinator 2 or Assistant Principal positions.
- (ii) The Principal and the IEU Chapter may reach agreement to the effect that the pattern of promotion positions outlined above in (i) of this subclause may be varied in respect of the College.
- (d) (i) A "Coordinator 1" means a teacher appointed to be responsible for or assist another coordinator in:
 - (A) an area or curriculum, and/or
 - (B) pastoral care, and/or
 - (C) any other duties as determined by the Principal.
- (ii) A "Coordinator 2" means a teacher appointed to be responsible for:
 - (A) coordination of the programme of work in area(s) of curriculum, and/or
 - (B) coordination of pastoral care or other programmes, and/or
 - (C) other duties as determined by the Principal.

- (iii) A "Coordinator 3" 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) to perform other duties (of comparable level, including in the area of pastoral care) requiring a high level of professional expertise.
- (iv) An "Assistant Principal" means a teacher appointed as such in the College who assists the Principal in his/her responsibility for the conduct and organisation of the College, and who acts as substitute in the absence of the Principal.
- (e) All appointments to promotion positions will be made on the basis of merit and suitability and will normally and appropriately be advertised.
- (f) Each teacher appointed to a promotion position after the registration of this Agreement will receive a letter of appointment to this position which will set out the duties to be performed by the Teacher in the College and the period of appointment, in accordance with College policy.
- (g) The parties agree that teachers appointed to a Promotion Position will receive a two year appointment and will be appraised during the appointment period.
- (h) Each teacher appointed to a promotion position will be inducted into that position, in accordance with College policy.
- (i) Each teacher holding an ongoing promotion position will be appraised while holding such a position, in accordance with College policy. Such an appraisal does not derogate from the rights of a teacher or the College under Disputes and Grievance Procedures in this Agreement.
- (j) (i) 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. If a teacher is deemed to have a "permanent" appointment then the current allowance and salary will be frozen for the life of this Agreement, unless during this time the teacher's salary reaches their frozen salary or the teacher receives a further promotions appointment within the College. If the latter does not occur then after the life of this Agreement, the teacher will return to the salary as set out in this Agreement or future Agreement.
- (ii) **Provided** that such a teacher may not refuse appointment to any promotion position which is offered by the College, without good and substantial reasons. If another promotion position is available and the teacher declines to accept that position without good and substantial reasons, then

the allowance which would have been payable for the new position may be deducted from the teacher's salary including the existing allowance fixed by paragraph (i) of this subclause.

- (k) 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 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 further 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.
- (l) The foregoing shall not affect the right of the Principal to summarily terminate any teacher from their promotion position for incompetence, misrepresentation, neglect of duty or other misconduct.
- (m) The Principal, after appropriate consultation with members of the College Community and the Board of Management, will determine the structure of promotion positions having regard to:
- (i) actual and future College and student needs;
 - (ii) curriculum structure and requirements;
 - (iii) Board of Studies requirements;
 - (iv) the results of a College review and in consultation with College Board of Management where appropriate;
 - (v) sound management/organisation practices;
 - (vi) the need to recognise and adequately respond to added responsibility and work in curriculum, pastoral or administrative leadership;
 - (vii) College policy and Aims statement, and
 - (viii) any other matter consistent with the identified needs of the College.
- (n) Where the Principal in accordance with this clause varies the promotion 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 the promotion structure. During the period of consultation an incumbent who is affected by the alteration may discuss the matter with the Principal.





11. PROFESSIONAL DEVELOPMENT

- (a) The parties recognise that professional development is a shared responsibility with regard to both time and resources and that teachers, as professionals, have an ongoing need to participate in professional development. Among other issues, requirements on teachers for professional development arise from changes to the curriculum, broad community expectations of Schools, College policy initiatives and Government requirements.
- (b) The parties agree that professional development of teachers via inservicing will be provided for teachers other than during face-to-face school hours. It would be expected that staff attend such courses as are appropriate.
- (c) The parties acknowledge that from time to time, teachers may be required to undertake extra teaching duties to enable their colleagues to attend staff development courses during school hours.
- (d) The parties recognise that Teacher Appraisal is part of a Teacher's ongoing professional development.

12. OCCUPATIONAL HEALTH AND SAFETY

The parties recognise the joint responsibility of management and staff to promote occupational health and safety in the work place.

The College is responsible for providing a healthy and safe working environment and establishing procedures that prevent work-related accidents and illnesses.

The College will establish an occupational health and safety committee in the College and will provide training for committee members.

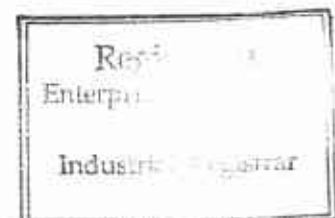
Teachers, while at work, are responsible for complying with established procedures that enhance the health, safety and welfare of staff, students and visitors to the College site.

13. 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 negotiations.

- (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 Chapter Representative and/or a fellow staff member, who will discuss the matter with the Principal or his/her nominee.
 - (iii) If the matter remains unresolved at this level the teacher and/or IEU Chapter Representative and/or a fellow staff member will discuss the matter with the College Board of Management.
 - (iv) If the matter still 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.
 - (v) If the matter cannot be resolved at this level it may be referred to the Industrial Commission of New South Wales or its successor.
- (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.

14. DURESS



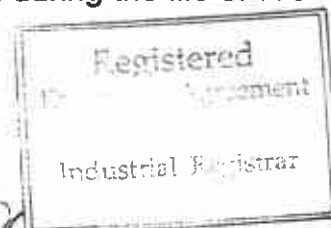
This Enterprise Agreement was not entered into by either party under duress from the other party or any other person or persons.

15. TERM

This Enterprise Agreement shall come into force from the date of registration and will continue in force until 31 December 2000.

16. NO FURTHER CLAIMS

There shall be no further claims by the employees or the Union during the life of this Agreement.



Judith Carney

Sr Judith Carney
Principal Trustee
Trustees of the Sisters of Mercy
St Mary's College
Gunnedah NSW

R. Shearman

Richard Shearman
General Secretary
NSW Independent Education Union