

**REGISTER OF  
ENTERPRISE AGREEMENTS**



**ENTERPRISE AGREEMENT NO: EA99/134**

**TITLE: Teachers Employed by St Charbel's College, Punchbowl Enterprise Agreement**

**LR.C. NO:** 99/1019.

**DATE APPROVED/COMMENCEMENT:** 29 March 1999.

**TERM** 24 Months.

**NEW AGREEMENT OR VARIATION:** New. Replaces EA94/358, EAV95/48 and EAV95/181.

**GAZETTAL REFERENCE:**

**DATE TERMINATED:**

**NUMBER OF PAGES:** 11.

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** Applies to employees engaged as teachers at St Charbels College.

**PARTIES:** St Charbel's College -&- New South Wales Independent Education Union.



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**ENTERPRISE AGREEMENT**

**Teachers employed by  
ST CHARBEL'S COLLEGE,  
PUNCHBOWL**

# ENTERPRISE AGREEMENT

## Teachers employed by St Charbel's College, Punchbowl

### ARRANGEMENT

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1.	Parties to the Agreement
2.	Scope of Agreement
3.	Award
4.	Objects of the Agreement
5.	Profile of the College
6.	Professional Development
7.	Religious Education Qualifications
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### 1. PARTIES TO THE AGREEMENT

This agreement is made between St. Charbel's College, Punchbowl (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:

- the need to maintain a working environment in which education can be provided in harmony with the College's current policies of the Trustees of the Lebanese Maronite Order;
- 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 this College;
- the autonomy and authority of the College, as well as the professional standing of 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;
- 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, the 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. These improvements in efficiency are often of a qualitative rather than a quantitative kind.

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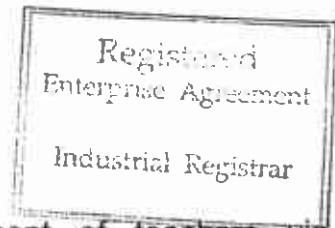
#### 5. PROFILE OF THE COLLEGE

The parties recognise the importance of the involvement of teachers in activities which will raise and maintain the profile of the College in the local community.

#### 6. PROFESSIONAL DEVELOPMENT

- 6.1 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:

- (a) changes to curriculum;
- (b) broad community expectation of schools;
- (c) College policy initiatives;
- (d) Government requirements.



6.2 The parties agree that professional development of teachers via inservicing may be provided for teachers other than during face to face school hours. It would be expected that staff attend such courses as appropriate on a voluntary basis.

### **7. RELIGIOUS EDUCATION QUALIFICATION**

The parties agree that the employer will require teachers, without formal religious education qualifications and who may be required to teach religious education, to undertake a course in religious education to at least the standard of the Certificate in Religious Education (NSW). The College will provide support for teachers to the extent of paying tuition fees and providing access to compulsory text to enable satisfactory completion of the required minimum standard.

### **8. PROMOTION POSITIONS**

The parties agree that promotion positions at the College shall be as set out in Attachment A.

### **9. DISPUTE AVOIDANCE AND GRIEVANCE PROCEDURE IN RELATION TO THIS ENTERPRISE AGREEMENT**

- 9.1 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.
- 9.2 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.
- 9.3 (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.

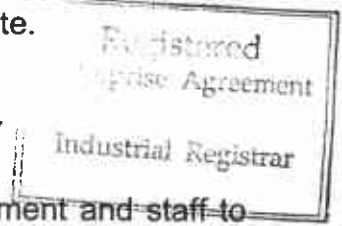
- (b) If the matter is not resolved at this level the teacher may refer this matter to the IEU, who will discuss the matter with the Principal or his/her nominee.
  - (c) If the matter remains unresolved, it shall be referred to the General Secretary of the IEU or his/her nominee and the Executive Director 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.
- 9.4 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 of dispute should such action be considered conducive to achieving resolution of the dispute.

## 10. OCCUPATIONAL HEALTH AND SAFETY

- 10.1 The parties recognise the joint responsibility of management and staff to promote occupational health and safety in the work place.
- 10.2 St Charbel's College is responsible for providing a healthy and safe working environment and establishing procedures that prevent work-related accidents and illnesses.
- 10.3 St Charbel's College encourages the establishment of an occupational health and safety committee in the College and will provide appropriate training for committee members.
- 10.4 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.

## 11. DURESS

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



## 12. TERM

This enterprise agreement shall commence from the date of registration and shall continue in force for two years.



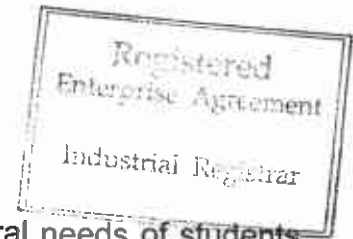
Rev. Fr. Charbel El-Azzi  
Principal  
St Charbel's College, Punchbowl



R. Shearman  
General Secretary  
NSW Independent Education Union



## PROMOTION POSITIONS



### 1. STATEMENT OF PRINCIPLES

- (a) To meet the changing educational and pastoral needs of students, the concept of flexibility needs to underpin the determination of promotion positions within the College.
- (b) Staff who undertake extra responsibilities above a normal teaching load need to be justly remunerated for these duties.

### 2. DEFINITIONS

#### (a) Co-ordinator 1:

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) Co-ordinator 2:

A "Co-ordinator 2" means a teacher appointed to be responsible for:

- (i) co-ordination of the program of work in area(s) or curriculum; and/or
- (ii) co-ordination of pastoral care or other programs; and/or
- (iii) other duties as determined by the Principal.



(c) **Co-ordinator 3:**

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 program(\*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) **Assistant to the Principal:**

An "Assistant to the Principal" means a teacher appointed as such in the College who assists the Principal in their responsibility for the conduct and organisation of the College.

**3. PROMOTION POINTS**

- (a) The minimum number of promotion points in the College shall be determined in accordance with the following table:

<i>Secondary Enrolments of Previous Year's Census Date</i>	<i>Co-ordinator Points</i>
1 – 200	4
201 – 300	6
301 – 350	12
351 – 450	16
451 – 500	18
501 – 600	20
601 – 700	22
701 – 800	24
801 – 900	26
901 – 1000	28
1001 – 1200	30



- (b) The minimum number of promotion points in the Primary Section of the College shall be determined in accordance with the following table:

<i>Primary Enrolments at Previous Year's Census Date</i>	<i>Managerial Positions</i>	<i>Co-ordinator Points</i>
1 – 100	1	2
101 – 200	1	2
201 – 250	1	3
251 – 300	1	4
301 – 400	1	4
401 – 500	1	6
501 – 600	1	6
601 – 700	1	8
701 +	1	8

- (c) Each promotion position is worth the following number of promotion points:

Senior Teacher 2	=	1 Point Position
Co-ordinator 1	=	1 Point Position
Co-ordinator 2	=	2 Point Position
Co-ordinator 3	=	3 Point Position

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#### 4. APPOINTMENT AND INDUCTION

- (a) All appointments to promotion positions will be made on the basis of eligibility, merit and suitability and will normally and appropriately be advertised. The advertisement will be accompanied by a role description for the position.
- (b) Each teacher in a promotion position 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.

#### 5. APPOINTMENT REQUIREMENTS

- (a) Appointment to Co-ordinator 2 and 3 positions will not normally be made unless the teacher is classified as Step 7 or above on the salary scale.
- (b) Appointment to Co-ordinator 1 positions will not be dependent on classification.

## 6. LENGTH OF APPOINTMENTS

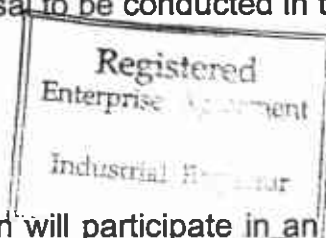
- (a) Appointments to Co-ordinator positions will normally be for a two year period. Any appointments made within the two year period will be appointed for the balance of the period.
- (b) A teacher who is required to act in a promotion position for at least ten consecutive school days shall be paid the appropriate Co-ordinator allowance.
- (c) A Co-ordinator appointed for the current school year will be offered a two year appointment at the completion of the school year subject to a satisfactory performance appraisal to be conducted in the 1998 school year.

## 7. APPRAISAL

- (a) Each teacher in a promotion position will participate in an ongoing appraisal process with either the Principal or the Principal's delegate according to procedures to be agreed between the Principal and the staff. Once in each period of appointment a broader based appraisal will take place. This will involve self-appraisal, consultation with the Principal or the Principal's delegate and a formal appraisal report.
- (b) Where there are significant areas of concern in the performance in the role, a clearly documented development plan with an agreed time line will be initiated.
- (c) The above procedures will not prevent a Principal instituting, during a period of appointment, a grievance procedure for an appointee whose performance is considered sufficiently unsatisfactory to warrant such action.

## 8. ALLOCATION OF POINTS

- (a) The number of co-ordinator points allocated to the College will be based on the anticipated enrolment of the College at the commencement of the two year period.

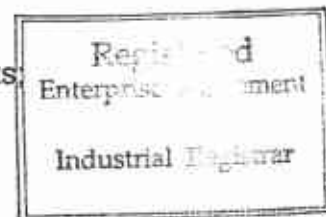


- (b) In general, adjustment of co-ordinator points downwards will not occur during the two year period. Normally, where the College moves into a new enrolment band appointments will be made for the balance of the two year period.

## 9. RATIONALE FOR REDISTRIBUTION OF PROMOTION POSITIONS

The restructuring of promotion positions will have regard for:

- (a) nature and pattern of enrolments;
- (b) actual and future College and pupil needs;
- (c) curriculum and pastoral care structure and requirements;
- (d) Board of Studies requirements;
- (e) sound management/organisation practices;
- (f) the provision of career paths for teachers;
- (g) any other matter consistent with the identified needs of the College.



## 10. SUMMARY DISMISSAL

The foregoing shall not affect the right of the Principal to terminate summarily any teacher from their position for incompetence, misrepresentation, neglect of duty or other misconduct. Without limiting the foregoing, misconduct includes sexual or inappropriate physical contact with students.

## 11. REVIEW

For the allocation of co-ordinator points at the College, section 6.3 of the Award shall not apply for the duration of this agreement. The parties agree to monitor and review the operation of the promotion positions within the College during the nominal term of the agreement.

