

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA99/282

TITLE: Teachers Employed at Edmund Rice College Wollongong Enterprise Agreement

L.R.C. NO: 99/1725

DATE APPROVED/COMMENCEMENT: 7 June 1999

TERM: 1 August 2000

**NEW AGREEMENT OR
VARIATION: New**

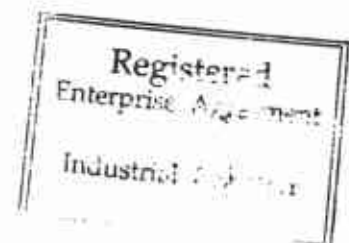
GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 12

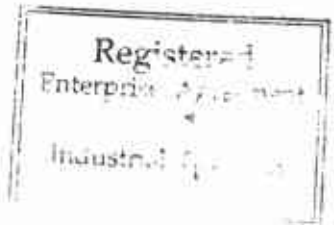
**COVERAGE/DESCRIPTION OF
EMPLOYEES: Applies to Teachers employed at the Edmund Rice College**

PARTIES: Trustees of the Christian Brothers, Edmund Rice College -&- New South Wales Independent Education Union





ENTERPRISE AGREEMENT
TEACHERS EMPLOYED AT
EDMUND RICE COLLEGE, WOLLONGONG



5. MISSION STATEMENT AND CATHOLIC ETHOS

The College and teachers employed at the College are committed to the Goals of the College and its underlying ethos as a Catholic School. The parties agree to support the process of developing a College Mission Statement.

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

6. PATTERNS OF ORGANISATION

The College is currently a Year 7-12 boys schools. Mindful of the educational needs of all pupils from Year 7 to Year 12 the parties are committed to a 7-12 continuum reflected in organisational 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 'G'.

8. FLEXIBILITY IN THE SCHOOL DAY

The parties are committed to implementing and adapting the flexibility of teaching hours in the Extended Hours initiative commenced in 1991 at this College. Changes to the teaching hours of a teacher in the school will occur through consultation with that teacher.

9. CO-CURRICULAR ACTIVITIES

The parties recognise that teachers as part of their contract of employment are required to participate in co-curricular activities conducted by the College.

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.

11. PERFORMANCE REVIEWS

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.





ARRANGEMENT

CLAUSE NO.	SUBJECT MATTER
1.	Parties to the Agreement
2.	Scope of the Agreement
3.	Award
4.	Objects of the Agreement
5.	Mission Statement and Catholic Ethos
6.	Patterns of Organisation
7.	Remuneration Packaging
8.	Flexibility in the School Day
9.	Co-curricular activities
10.	Professional Development
11.	Performance Reviews
12.	Dispute Avoidance and Grievance Procedures
13.	Duress
14.	Terms

Attachments

- A. Principles of Employment
- B. Patterns of Organisation
- C. Remuneration Packaging



1. PARTIES TO THE AGREEMENT

This agreement is made between the Trustees of the Christian Brothers, Edmund Rice College, Wollongong (the College) and the NSW Independent Education Union (IEU), a registered industrial union of employees.

2. SCOPE OF THE AGREEMENT

This agreement shall apply to teachers employed by the Trustees of the Christian Brothers, Edmund Rice College, Wollongong.

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)*.

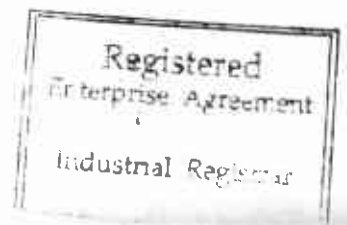
4. OBJECTS OF THE AGREEMENT

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 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 College consistent with the approach of the independent school sector reported in the 1992 State Wage Case Decision of the New South Wales Industrial Relations Commission;
- (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.

5. MISSION STATEMENT AND CATHOLIC ETHOS

The College and teachers employed at the College are committed to the Goals of the College and its underlying ethos as a Catholic School. The



- (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 teachers 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 negotiation 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. TERMS

This Enterprise Agreement shall expire in August 2000. The parties will meet between July and December 2000 for the purposes of finalising a new agreement to be implemented by 1 January 2001.



Principal
Edmund Rice College
for the Trustees of the Christian Brothers



R. Shearman
General Secretary
NSW Independent Education Union



Attachment A

Principles of Employment

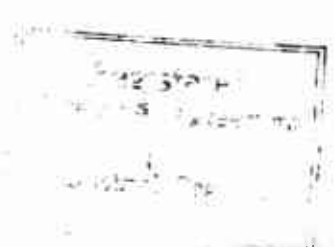
The Catholic Church has established schools to assist in presenting a vision of reality that is found in the Good News preached by Jesus Christ. Edmund Rice College is expected to serve a particular catholic community, providing quality education for its children in an environment that reflects gospel 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 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. (a) The College will allocate promotions positions according to a points system as identified in (b).

(b) Position	Points
Assistant to the Principal	4
Co-ordinator 3	3
Co-ordinator 2	2
Co-ordinator 1	1
Special Project Teachers	1

- (c) The College will allocate a minimum of 12 points as pastoral care and Year Co-ordinators, a minimum of 28 points to other areas including curriculum. These points do not include the Assistant Principal or the Curriculum Co-ordinator.

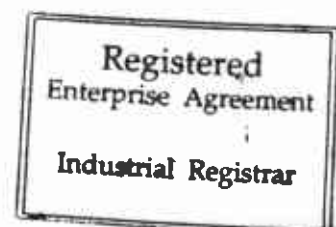
2. The Principal, after appropriate consultation with the members of the College community will determine the structure of promotion positions having regard to:

- (a) actual and future College and pupil needs;
- (b) curriculum structures and requirements;
- (c) Board of Studies requirements;
- (d) sound management/organisation practices;
- (e) the need to recognise and remunerate added responsibility and work in curriculum, pastoral or administrative leadership;
- (f) College policy and Mission Statement;
- (g) any other matter consistent with the identified needs of the College; and
- (h) 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 two term's notice must be given to those affected by the alteration of promotion structure.

4. Disputes will be dealt with according to clause 12 of this Agreement.
5. From the 28 points in clause 1(c) the College will appoint a minimum of nine 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 areas of curriculum; and/or
 - (ii) co-ordinator 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 or areas of curriculum and/or pastoral care or any programmes 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 areas of pastoral care requiring a high level of professional expertise.
- (e) A "Assistant to the Principal" means a teacher, appointed as such in a school, who:
 - (i) assists the Principal in his or her responsibility for the conduct and organisation of the school; and
 - (ii) who acts as substitute in the absence of the Principal.
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.



Attachment C

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 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 provided to a teacher under a Package Agreement.
2. This clause only applies if there is a Package Agreement enforced, 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 regards shall be had to the Benefits Value and the Package Salary in accessing compliance by the school with the minimum remuneration and provision 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 to 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 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 of those made available by the school at its discretion from the following:
 - (a) voluntary superannuation; and

(b) such other Benefits as the College may from time-to-time determine to provide. |

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, suspension or receipt of workers compensation;

(c) any other payment under the Award and the Agreement calculated by reference to the teachers 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.