

**REGISTER OF
ENTERPRISE AGREEMENTS**

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Enterprise Agreement
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ENTERPRISE AGREEMENT NO: EA98/261

TITLE: Teachers Santa Sabina College Ltd Enterprise Agreement 1998

I.R.C. NO: 98/4865

DATE APPROVED/COMMENCEMENT: 18 September 1998

TERM: 28 January 2001

**NEW AGREEMENT OR
VARIATION: New**

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 14

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to teachers employed by the College, K-12 on the Santa Sabina College campus and the Santa Maria Del Monte campus

PARTIES: Santa Sabina College Ltd -&- New South Wales Independent Education Union

Enterprise Agreement

Teachers employed by Santa Sabina College, Ltd.

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Arrangement

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Attachment A

Santa Sabina Campus - Promotion Positions

Attachment B

Santa Maria Del Monte Campus - Promotion Positions

1. Parties to the Agreement

This agreement is made between Santa Sabina College Ltd. (the "College") and the New South Wales Independent Education Union (the "IEU") a registered industrial union of employees.

2. Title and Scope of Agreement

The title of this agreement shall be the Teachers Santa Sabina College Ltd Enterprise Agreement 1998.

This agreement shall apply to teachers employed by the College, K-12 on the Santa Sabina College campus and the Santa Maria Del Monte Campus 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 this College;
- 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 and philosophy;
- 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. The College is expected to do more with the same level of resources, necessitating productivity and efficiency improvements.

5. Mission Statement

The parties and teachers employed at the College agree to support the College's Mission Statement.

6. Flexibility in School Day

- (a) The parties are committed to the principle of flexibility in the timing and length of the school day to meet changing curriculum requirements and student needs. Any change to current arrangements would be discussed with the relevant members of the staff and school community and suitable agreements, based on such discussions, reached.
- (b) This clause will not apply to teachers employed at the Santa Maria Del Monte Campus.

7. Temporary Employees

- (a) Delete subclause 2(e) of the award.
- (b) "Temporary Teacher" means a teacher employed to work full-time or part-time for a specified period which is not more than a full school year but not less than four school weeks. Provided that 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.

- (c) The parties recognise that a temporary employee may be appointed to another temporary position following the cessation of a temporary appointment.

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8. Co-Curricular Activities

The parties recognise that teachers are required to participate in the usual co-curricular activities conducted by the College.

9. Supervision

The parties recognise that teachers may be required from time to time to supervise students at transport venues before and after school. It is agreed that there will be consultation with affected staff members prior to any change to current arrangements for such supervision.

10. Promotion Positions

The promotion positions in the College on the Santa Sabina Campus will be as set out in Attachment A to this Agreement and the promotion positions on the Santa Maria Del Monte Campus will be as set out in Attachment B to this Agreement.

11. Appraisal

The parties agree that a system of staff appraisal should be implemented as a regular feature of teaching at the College. The parties will establish a working party to develop a system of appraisal. Such a working party will include representatives of the College executive, elected staff members and the IEU representative from each Campus. Any final appraisal system has to be agreed to by the parties before it is implemented. The parties will not withhold their consent unreasonably to the appraisal system.

12. Renewal of Contract for Teachers in Promotion Positions

- (i) At the commencement of their appointment to the position, all 1 or 2 or 3 point co-ordinators will receive a letter of appointment for a period of 2 years.
- (ii) Following satisfactory performance review before the end of the two year period and subject to the maintenance of the position, a further three year appointment will be offered.
- (iii) Further contracts following satisfactory performance review and a continuation of the position will be for 3 year terms.
- (iv) Where the performance review identifies significant areas of concern in the performance of the role, a developmental plan with professional support will be initiated for an incumbent 1 or 2 or 3 point co-ordinator who will be offered a further 12 months' appointment with further performance review during this period. At the end of this period, and subject to the outcome of this second performance review, either a 2 year appointment will be offered or no further appointment will be offered and the position advertised.
- (v) The above procedures will not prevent the Principal instituting, during a period of appointment, a grievance procedure for an appointee whose performance is considered sufficiently unsatisfactory to warrant such action.
- (vi) Appointments to ST2 positions may be from one to three years depending on the nature of the project being undertaken.

13. Affirmative Action - Job Sharing Arrangements

The parties recognise the ongoing need for staff to balance appropriately work and family life.

The parties are mindful of facilitating the employment of staff in the college, particularly during periods of child rearing, study or other commitments.

The parties are mindful of the obligation also to provide the highest quality of education for students so as to ensure they are not disadvantaged during periods of job sharing.

Having regard to these principles, and when appropriate, all reasonable steps will be taken to provide effective job sharing arrangements. The college will finalise with the IEU a Job-Sharing Policy and Procedures.

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14. Religious Education Qualifications

During the life of the agreement the parties agree that the employer will require teachers, without formal religious education qualifications, who are required to teach religious education or who intend to teach it in the future, to undertake a course in religious education to at least a standard of the certificate in religious education (NSW). The College will provide support to teachers to the extent of paying a proportion of tuition fees and providing access to compulsory texts to enable satisfactory completion of the required minimum standards.

15. 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. It is acknowledged that many teachers contribute significantly to their own ongoing professional development through participation in courses, conferences and formal tertiary study outside face-to-face school hours. Among other issues, requirements on teachers for professional development arise from:
- (i) changes to curriculum;
 - (ii) broad community expectation of schools;
 - (iii) College policy initiatives;
 - (iv) Government requirements.
- (b) The parties agree that professional development of teachers via in-servicing 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, recognising the existing professional development commitment already being undertaken by many teachers in their own time.

16. 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, 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 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 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.

17. Occupational Health and Safety

The parties recognise the joint responsibility of the College and the teachers to maintain occupational health and safety in the workplace.

The College is responsible for providing a healthy and safe working environment and the steps and procedures that prevent work related accidents and illnesses. The College is committed to providing appropriate Occupational Health and Safety Training as required.

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.

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18. Duress

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

19. Term

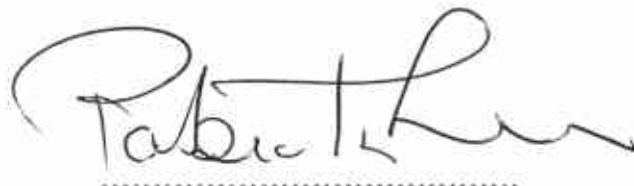
This enterprise agreement shall come into force from the date of registration and shall continue in force until 28 January 2001.



~~Sr Julianna Drobik~~

~~Acting~~ Principal

Santa Sabina College Ltd



~~Richard Shearman~~ PATRICK LEE

Acting

General Secretary

NSW Independent Education Union

PROMOTION POSITIONS

SANTA SABINA CAMPUS

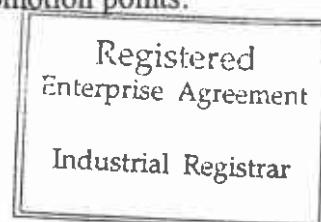
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1. The College will allocate a minimum of 9 points as pastoral care and house co-ordinators and a minimum of 30 points to other areas including curriculum. These points do not include the Religious Education Co-ordinator or Director of Studies.
2. 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 structure and requirements;
 - (iii) Board of Studies requirements;
 - (iv) the results of a College renewal or review and consultations with College councils/board 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 and mission statement; and
 - (viii) any other matter consistent with the identified needs of the College.
3. Where a Principal in accordance with clause 2 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 promotion structure.
4.
 - (i) During the period contained in clause 3 an incumbent who is affected by the alteration may discuss this matter with the Principal.
 - (ii) If the matter is not resolved at this level the teacher may refer this matter to the IEU Chapter representative or fellow staff member who will discuss this matter with the Principal.

- (iii) If the matter remains unresolved, and it is deemed appropriate by the employee, it shall be referred to the General Secretary of the IEU or his/her nominee, who will discuss the matter with the Principal. The Principal may also involve the Catholic Industrial Office in these discussions.
- (iv) Nothing contained in this procedure, except the time limit, shall prevent the General Secretary of the IEU or his/her nominee or the Principal 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 any difficulty or dispute.

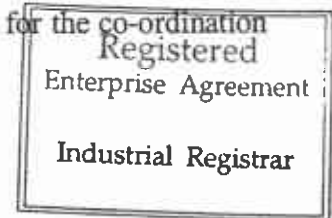
5. Each promotion position is worth the following number of promotion points:

<u>Positions</u>	<u>Points</u>
Co-ordinator 3	3
Co-ordinator 2	2
Co-ordinator 1	1
Senior Teacher 2	1



- 6. (a) From the 30 points in clause 1 the College shall appoint a minimum of 8 Co-ordinator 2 or Co-ordinator 3 positions in the area of curriculum.
- (b) The Principal and the IEU Chapter may reach agreement to the effect that the pattern of promotion positions outlined above in (a) of this clause may be varied in respect of the College.
- 7. (a) A "Co-ordinator 1" means a teacher so 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 so appointed to be responsible for:
 - (i) co-ordination of the programme of work in area(s) of curriculum; and/or
 - (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 so 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 "Senior Teacher 2" means a teacher so 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.
8. All appointments to promotion positions will be made on the basis of merit and suitability and will normally and appropriately be advertised.
9. Each teacher appointed to a promotion position will be inducted into that position, in accordance with College policy.
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 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 replacing a teacher on secondment to another position with the College.
11. 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.



PROMOTION POSITIONS

SANTA MARIA DEL MONTE CAMPUS

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1. The College will allocate a minimum of 5 points to promotion positions. These points do not include the Religious Education 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 structure and requirements;
 - (iii) Board of Studies requirements ;
 - (iv) the results of a College renewal or review and consultations with College councils/board 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 and mission statement; and
 - (viii) any other matter consistent with the identified needs of the College.
3. Where a Principal in accordance with clause 2 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 promotion structure.
4.
 - (i) During the period contained in clause 3 an incumbent who is affected by the alteration may discuss this matter with the Principal.
 - (ii) If the matter is not resolved at this level the teacher may refer this matter to the IEU Chapter representative or fellow staff member who will discuss this matter with the Principal.
 - (iii) If the matter remains unresolved, and it is deemed appropriate by the employee,

it shall be referred to the General Secretary of the IEU or his/her nominee, who will discuss the matter with the Principal. The Principal may also involve the Catholic Industrial Office in these discussions.

- (iv) Nothing contained in this procedure, except the time limit, shall prevent the General Secretary of the IEU or his/her nominee or the Principal 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 any difficulty or dispute.

5. Each promotion position is worth the following number of promotion points:

<u>Positions</u>	<u>Points</u>
Co-ordinator 3	3
Co-ordinator 2	2
Co-ordinator 1	1
Senior Teacher 2	1

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6. (a) A "Co-ordinator 1" means a teacher so 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 so appointed to be responsible for:
- (i) co-ordination of the programme of work in area(s) of curriculum; and/or
 - (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 so 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 "Senior Teacher 2" means a teacher so 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, in accordance with College policy.
9. 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 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 replacing a teacher on secondment to another position with the College.
10. 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.