

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA99/283

TITLE: Teachers Employed by St Gabriel's School for Hearing Impaired Children, Castle Hill

L.R.C. NO: 99/5303

DATE APPROVED/COMMENCEMENT: 3 November 1999

TERM: 12 months

**NEW AGREEMENT OR
VARIATION:** New

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 11

**COVERAGE/DESCRIPTION OF
EMPLOYEES:** Applies to Teachers Employed by St Gabriel's School for Hearing Impaired Children, Castle Hill

PARTIES: Trustees of the Christian Brothers, St Gabriel's School for Hearing Impaired Children -&- New South Wales Independent Education Union

Registered
Enterprise Agreement
Industrial Registrar

ENTERPRISE AGREEMENT

**TEACHERS EMPLOYED BY ST GABRIEL'S SCHOOL
FOR
HEARING IMPAIRED CHILDREN, CASTLE HILL.**



Enterprise Agreement

**Teachers employed by St Gabriel's School for
Hearing Impaired Children, Castle Hill.**

Arrangement

Clause No.	Subject Matter
1.	Parties to the Agreement
2.	Scope of Agreement
3.	Award
4.	Objects of the Agreement
5.	Mission Statement and Catholic Ethos
6.	Flexibility in School Day
7.	Travel Expenses
8.	Curriculum Implementation
9.	Co-Curricula Activities
10.	Professional Development
11.	Performance Reviews
12.	Dispute Avoidance and Grievance
13.	Duress
14.	Term

Attachments

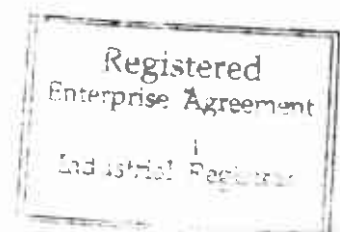
- A. Principles of Employment
- B. Pattern of Organisation
- C. Remuneration Packaging

1. Parties to the Agreement

This agreement is made between the Trustees of the Christian Brothers, St. Gabriel's School for Hearing Impaired Children (the "School") 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 School at or after the registration of this agreement.



3. Award

Except as provided by this agreement, the conditions of employment of teachers by the School 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 School'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 this agreement is intended to assist and promote the delivery of education of a high quality in the School consistent with the approach of the independent school sector reported in the 1992 State Wage Case Decision of the NSW Industrial Relations Commission;
- (c) that productivity and efficiency have a growing influence in educational policies and practices. The School 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 School as well as the professional standing of the teaching staff in the School;
- (g) a mutual responsibility to maintain and develop the quality of education at the School and the public perception of its people and programs;
- (h) their ongoing commitment to the 1989 Award Restructuring Agreement;
- (i) the need to maintain the long-term financial viability of the School.



5. Mission Statement and Catholic Ethos

The School and teachers employed at the School 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. Flexibility in School Day

The parties are committed to consideration of flexibility in the timing and length of the school day to meet changing curriculum requirements and student needs. This will take place only after consultation with staff so that individual needs can be considered.

7. Travel Expenses

- (a) In recognition of the special circumstances of the School which require teachers to use their private motor vehicles in the course of their normal day-to-day employment, paragraph 3.8 of the Award shall not be applicable for the period to 30 June 2000 in respect of reimbursement of travelling expenses relating to the use of a private motor vehicle.
- (b) In lieu of reimbursement of private motor vehicle expenses the school year for teachers will conclude on Friday, 10 December 1999.
- (c) In accordance with paragraph (a) above, the employer will not be responsible for the reimbursement of any expenses relating to the use of a private motor vehicle in the carrying out of normal duties. However, under current provisions in relation to tax deductions for business expenses, teachers should be entitled to claim back expenses for the use of a private motor vehicle in accordance with Australian Taxation Office (ATO) rulings. The School will provide appropriate documentation to the ATO in support of any claim for deductions relating to the use of a private motor vehicle in the course of normal employment.

8. Curriculum Implementation

The parties formally acknowledge that all teachers new to the School will implement the curriculum within the first term of commencing teaching and will achieve proficiency in this curriculum by the completion of the first year of service. This will be supported by resources and training existing at the school. The Principal, in determining the criteria by which proficiency will be measured, will consult with the staff.

9. Co-Curricula Activities

The parties recognise that teachers are expected, in accordance with their individual letters of appointment, to participate in the usual range of reasonable co-curricula activities conducted by the school. These activities may include picnics, meetings, professional development, Parents' Workshops and the Annual Language Camp, although it is not limited to only these activities.

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 teaching staff and the IEU.

12. 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 School.
- (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.

- (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.

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. Term

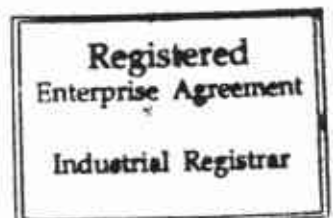
This enterprise agreement shall apply for a period of 12 months from the date of registration.

E. W. Ker

Elizabeth Ker
Executive Officer/Principal
St Gabriel's School for
Hearing Impaired Children

R. P. Shean

Dick Shearman
General Secretary
New South Wales Independent
Education Union



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 Gabriel's School is expected to serve a particular Catholic community, providing quality education for its children in an environment that reflects Gospel values.

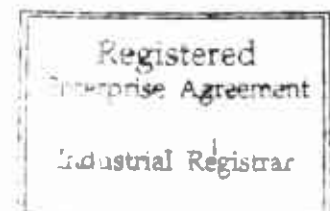
The School is more than an educational institution: it is a key part of the Catholic Church's mission. A teacher at the School is more than an employee: he or she ministers in the name of the Catholic Church. In addition, all teachers in a Christian Brothers' school have inherited the traditions and charism of Edmund Rice, the support and transmission of which are, in the School, 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 School. 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 School have an indispensable role to play in supporting and promoting the mission and goals of the School. It is expected, therefore, of all teachers employed in the School 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 School'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 School;
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 School and the spiritual formation of the students.

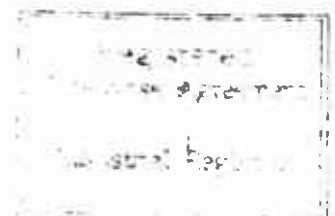


PATTERN OF ORGANISATION

1. The school is currently a K-10 co-educational special school for children with a hearing impairment. The educational needs of the students are specific and relate to the profound language delay caused by their not developing language at pre-school age.

The parties are committed to an educational continuum based on the development of language and speech as a basis for developing curriculum knowledge towards preparing the students for full inclusion.

2. The School Co-ordinator (Co-ordinator 2) assists the Principal in the provision of quality leadership within the school community. The School Co-ordinator models and encourages the school community in its Vision and Mission and takes responsibility for the school when the Principal is absent.

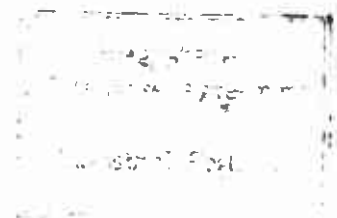


ATTACHMENT "C"

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 School and a teacher to be provided to a teacher under a Package Agreement
 - (b) *'Benefits Value'* means the amount specified by the School 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 School 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 School 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 School and a teacher then subject to Clause 6 the teacher shall receive:
 - (a) such Benefits as may be agreed between the School 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 school at its discretion from the following:

- (a) Voluntary Superannuation
- (b) Such other benefits as the School 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.