

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO: EA99/93**

**TITLE: Trinity Catholic College Lismore Ltd Enterprise Agreement**

**I.R.C. NO: 99/794**

**DATE APPROVED/COMMENCEMENT: Approved and commenced 11 March 1999**

**TERM:**

**NEW AGREEMENT OR  
VARIATION: New**

**GAZETTAL REFERENCE:**

**DATE TERMINATED: 31 December 2000**

**NUMBER OF PAGES: 9**

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES: Applies to teachers employed by Trinity Catholic College Lismore Ltd**

**PARTIES: Trinity Catholic College, Lismore Ltd -&- New South Wales Independent Education  
Union**



# TRINITY CATHOLIC COLLEGE

LISMORE LTD

ACN 002 823 305



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## ENTERPRISE AGREEMENT

1 January 1999 - 31 December 2000

**Enterprise Agreement**  
**Teachers employed by Trinity Catholic College Lismore Ltd**

<b>Clause No.</b>	<b>Arrangement Subject Matter</b>
1.	Parties to the Agreement
2.	Scope of Agreement
3.	College ethos
4.	Award
5.	Objects of the Agreement
6.	Structural, Organisational and Managerial Flexibility
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8.	Code of Professional Practice
9.	Professional Development and Performance Review
10.	Professional Dress
11.	Supervision
12.	Co-Curricular Activities
13.	Job Sharing Arrangements
14.	Occupational Health and Safety
15.	Long Service Leave
16.	Duress
17.	Term.

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## 1. Parties to the Agreement

This agreement is made between Trinity Catholic College Lismore Ltd ("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 Trinity Catholic College Lismore Ltd on or after the date of registration of this agreement.

## 3. College Ethos

The parties acknowledge the need for staff to support the ethos and philosophy of Catholic education which operates in this College. This ethos and philosophy specifically recognises the charisms of Marcellin Champagnat and Nano Nagle and the role of the parish of Lismore in College life.

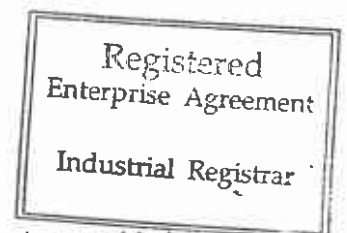
## 4. Award

Except as provided by this agreement, the conditions of employment of teachers by the College will be in accordance with the Teachers' (Independent Catholic Schools) (State) Award (the "Award").

## 5. Objects of the Agreement

In reaching this Agreement, the parties have recognised:

- (a) the need to maintain a working environment in which Catholic education can be provided in harmony with the College's call to mission and the current policies of Trinity Catholic College Lismore Ltd.;
- (b) the need to safeguard the quality of schooling at the College and the public perception of it;
- (c) a mutual responsibility to protect, enhance and develop this College and College life;
- (d) the autonomy and authority of the College as well as the professional standing of the staff of the College;
- (e) the variety of managerial and educational arrangements that exist requiring flexibility in the application of regulations that govern employment practices;



- (f) 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 Catholic School Sector reported in the 1992 State Wage Case decision of the New South Wales Industrial Commission.

The parties have agreed that they will meet no later than 30 September 2000 to consider a new agreement which might be adopted by the IEU and Trinity Catholic College Lismore Ltd., for 2001 - 2003.

## 6. Structural, Organisational and Managerial Flexibility

- (a) The parties are committed to the principle of structural, organisational and managerial flexibility in response to changes which may impact on the College. Such changes could include:
- (I) Curriculum developments, internal and external
  - (ii) technological developments;
  - (iii) demographic trends impacting on enrolments;
  - (iv) the expansion of Diocesan Secondary Catholic education;
  - (v) the expansion of Independent Secondary Catholic education.
- (b) The staff and the IEU will be notified of proposed changes which will be accompanied by appropriate change strategies and implementation time frames.

## 7. Promotions Positions

The Promotions Positions in the College are set out in Attachment A to this Agreement. Any amendment during the period of this agreement would be by negotiation between the parties.

## 8. Code of Professional Practice

- (a) The parties are committed to the development of a Code of Professional Practice. Such a code could include:
- (I) professionalism and the duty of care;
  - (ii) classroom management, supervision, co-curricular activities;
  - (iii) personal interactions;
  - (iv) recognition of appropriate roles and boundaries;
  - (v) care of the individual.
- (b) The development of a Code of Professional practice would be accompanied by appropriate consultation to ensure the widest exposure of all staff to the issues involved therein;
- (c) The final draft of such a Code would be completed for inclusion in the next Enterprise Agreement.



## 9. Professional Development and Performance Review

The parties recognise that College staff as professionals have an ongoing need to participate in professional development to meet the demands caused by changes in curriculum, technological change, demographic trends, College policy and the community's expectations of schools. The parties recognise that performance review is a part of such professional development.

- (a) The parties agree that staff performance review should be implemented to enhance teaching and professional development of College staff;
- (b) The parties will establish a working party to develop a system of performance review linked to professional development. Such a working party will include representatives of the College Executive, elected staff members and the IEU representative;
- (c) Any final performance review system has to be agreed to by all parties before it is implemented. The parties will not withhold their consent unreasonably to the system proposed.

## 10. Professional Dress

All staff are expected to dress professionally, neatly and appropriately at all times.

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## 11. Supervision

The parties recognise that staff may be required to supervise students at transport venues before, during and after school, whether at the College or other major transport venues or to provide general supervision from time to time as required. Where the supervision is away from the College adequate notice is to be given and agreement reached between the College and the staff concerned.

## 12. Co-Curricular Activities

The College has always promoted co-curricular activities as an integral part of its function to help to develop the whole person in the student and therefore, the parties recognise that all teachers are expected to participate in the usual co-curricular activities conducted by the College.

## 13. 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. Such an arrangement will be at the discretion of the Principal. The College will finalise with the IEU a Job-Sharing Policy and Procedures.

#### **14. Occupational Health and Safety**

The parties recognise the joint responsibility of the College and the staff 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.

Staff, 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.

#### **15. Long Service Leave Portability**

The College is a party to the Long Service Leave Interstate Portability Heads of Agreement document 1993.

#### **16. Duress**

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

#### **17. Term**

This Enterprise Agreement shall expire on 31st December, 2000.

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Brother Neville Solomon fms  
Principal  
Trinity Catholic College Lismore Ltd



R. Shearman  
General Secretary  
NSW Independent Education Union

**ATTACHMENT A**

POSITIONS OF SPECIAL RESPONSIBILITY K.L.A. 1999		= 3P .. = 6P ... = 9P
POSITION	POINTS	APPOINTMENT
Assistant Deputy Principal Dean of Studies	●●●●●●	Contract ends 1999
Assistant Dean of Studies	●●●●	Appointment Ends 2000
Religious Education Coordinator	●●●	Appointment Ends 1999
Assistant Religious Education Coord 7-8	●	Appointment Ends 2000
Assistant Campus Ministry	●	Appointment Ends 2000
English K.L.A. Co-ordinator	●●	Appointment Ends 2000
Assistant English Coordinator	●	Appointment Ends 1999
Mathematics K.L.A. Co-ordinator	●●●	Appointment Ends 2000
Science K.L.A. Co-ordinator	●●●	Appointment Ends 2000
<b>H.S.I.E. (2 Subject Co-ordinators)</b>		
HSIE Subject Co-ordinator	●●	Appointment Ends 2000
HSIE Subject Co-ordinator	●●	Appointment Ends 2000
L.O.T.E. K.L.A. Co-ordinator	●●	Appointment Ends 2000
P.D.H.P.E. K.L.A. Co-ordinator	●●●	Appointment Ends 2000
<b>Creative Arts K.L.A. Co-ordinator</b>		
Music Co-ordinator	●●	Appointment Ends 2000
Visual Art Co-ordinator	●●	Appointment Ends 2000
<b>T.A.S. (4 Subject Co-ordinators)</b>		
Subject Co-ordinators Materials Technology	●	Appointment Ends 2000
Design & Technology	●	Appointment Ends 2000
Information Processing Technology	●	Appointment Ends 2000
Food, Textiles & Life Technology	●	Appointment Ends 2000
Vocational Education	●	Appointment Ends 2000
Sport	●●	Appointment Ends 1999

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Positions of Special Responsibility Welfare		
Position	Points	Current Appointment
Deputy Principal Dean of Students	●●●●●●	Contract Ends 2000
Assistant Dean of Students	●●●●	Appointment Ends 1999
Year 12 Pastoral Coordinator	●●	Appointment Ends 1999
Year 11 Pastoral Coordinator	●●	Appointment Ends 2000
Year 10 Pastoral Coordinator	●●	Appointment Ends 1999
Year 9 Pastoral Coordinator	●●	Appointment Ends 2000
Year 8 Pastoral Coordinator	●●	Appointment Ends 1999
Year 7 Pastoral Coordinator	●●	Appointment Ends 1999

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Attachment B

## Dispute Resolution and Grievance Procedure

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.
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.
3. 

\*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.

\* 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.

\* 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.

\* 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.
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 in dispute should such action be considered conducive to achieving resolution of the dispute.

