

ENTERPRISE AGREEMENT

NO: E.A. 123 /1994

DATE REGISTERED: 8.4.94

PRICE: \$ 18.00

Enterprise Agreement

Principals employed by the Catholic Education Office, Diocese of Bathurst - I.T.A.

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Attachment A - Family Leave

1. Parties to the Agreement

This agreement is made between the Diocese of Bathurst (the "Diocese") and the N.S.W. Independent Teachers Association (I.T.A.).

2. Scope of Agreement

This agreement shall apply to principals employed by the Diocese.

3. Catholic Ethos

The parties agree that principals employed in the Bathurst Diocese accept and are bound by the Philosophy of Catholic Education and Principles of Employment as outlined below.

(a) Philosophy of Catholic Education

The philosophy of Catholic Education, expressed in official ecclesial documents, guides the Catholic School in its functioning. While the Catholic School is accountable to the community at large for the provision of quality education to young citizens, the Catholic School is also accountable to the Catholic Church community for providing such education within the context of Gospel values as taught by the Catholic tradition. For these reasons the principal in a Catholic School is more than an employee: he/she ministers in the name of the Church.

(b) Principles of Employment

The appointment of a principal is made with an understanding that all employed in a Catholic school will:

- i) by their leadership, teaching and personal example, strive to inculcate in students an appreciation and acceptance of Catholic teaching and values;
- ii) avoid, whether by word, action or life-style, any influence upon staff and students that is contrary to the values of the Catholic community in whose name they act;
- iii) accept and espouse the Catholic philosophy of the school;
- iv) develop and maintain an adequate understanding of all relevant aspects of Catholic teaching;
- v) remain suitable, competent school leaders, committed to the goals of Catholic Education;
- vi) be ready to maintain professional development.

4. Award

Except as provided by this agreement, the conditions of employment of principals by the Diocese will be in accordance with the Principals (Catholic Systemic Schools) (State) Award (the "Award") and the Diocesan contract with school principals.

5. Objects of the Agreement

In reaching this Agreement, the parties have recognised:

- * the need to safeguard the quality of schooling in the Diocese and the public perception of it;
- * a mutual responsibility to protect, develop and enhance the Diocese and school life in the Diocese;
- * the autonomy and authority of the Diocese, as well as the professional standing of the teaching staff in the Diocese;
- * the variety of managerial and educational arrangements that exist requiring flexibility in the application of regulations that govern employment practices in the Diocese;
- * the need to maintain a working environment in which education can be provided in harmony with the Diocese's philosophy;
- * that this Agreement is intended to assist and promote the delivery of education of a high quality in the Diocese consistent with the approach of the independent school sector reported in the 1992 State Wage Case Decision of the New South Wales Industrial Commission;
- * that productivity and efficiency have a growing influence in educational policies and practices which means the Diocese is expected to do more with the same level of resources, necessitating productivity and efficiency improvements;
- * the fact that improvement in efficiency is often of a qualitative rather than a quantitative kind means that this kind of productivity can warrant salary increases.

The parties agree to meet not later than April, 1994 to consider a second adjustment that the parties may agree to implement. The parties have also agreed that they will meet not later than May 1995 to consider a new agreement which might be adopted by the Diocese and the ITA.

6. Salaries

- (a) This clause replaces the salaries set out in subclause 3.1 of the Award.
- (b) The minimum annual rate of salary payable to full time principals in the Diocese shall be:

ENROLMENT	Salary Per Annum	
	CURRENT \$	From the first full pay period on or after December 13,1993 \$
Primary Schools:		
1 - 100	45,090	46,443
101 - 200	51,618	53,167
201 - 250	51,318	53,167
251 - 400	53,444	55,047
401 - 600	55,809	57,483
601 - 800	57,947	59,685
801 +	61,132	62,966
Secondary & Central Schools		
1 - 300	55,809	57,483
301 - 600	57,947	59,685
601 - 900	61,132	62,966
901 +	63,805	65,719

(c) Payment of salary

- (i) The salary payable to a principal pursuant to this Agreement shall be paid fortnightly.
- (ii) The salary payable to a principal, pursuant to this Agreement, shall be payable at the election of the Diocese by either cash, cheque or Electronic Funds Transfer into an account nominated by the principal.

- (iii) Notwithstanding sub clauses (i) and (ii) of this clause by mutual agreement with the Diocese a principal may elect to receive:
 - (a) the benefit of services provided by the Diocese; and
 - (b) an amount in salary equal to the difference between salary calculated in accordance with the rates of pay prescribed by this Agreement and the amount specified by the Diocese from time to time for the benefit received by the principal from the Diocese.
- (iv) The Diocese, in consultation with the principal, may determine the range of benefits which are offered to the principal.
- (v) The principal may determine, within the benefits offered by the Diocese, the mix and level of benefits under subclause (iii) of this clause.
- (iv) A principal who takes any paid leave shall receive the benefits and salary in accordance with paragraphs (a) and (b) of subclause (iii) of this clause.
- (v) Any other payment calculated by reference to the principal's salary, and payable:
 - (a) during employment; or
 - (b) on termination of employment in respect of untaken paid leave; or
 - (c) on death

shall be at the rate of pay which would have applied to the principal under this Agreement.

7. Flexibility in School Day

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.

8. Family Leave

The diocese will grant family leave to principals in accordance with Attachment A of this Agreement.

9. Professional Development

The parties recognise that principals, as professionals, have an ongoing need to participate in professional development to meet the demands caused by changes in curriculum, Diocesan policy and in the community's expectations of schools.

While principals will be withdrawn and/or replaced where necessary, the rate of change will necessitate principals taking part in professional and personal development in other than normal school hours.

10. Assessment

The parties agree to the need for regular assessment of principals within the Diocese in accordance with the procedures outlined in the Diocesan Education Manual (Section 4.2.3).

11. Dispute Avoidance and Grievance Procedure in Relation to this Enterprise Agreement

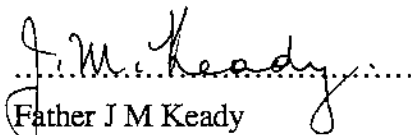
- (a) The objective of these procedures is the avoidance and resolution of industrial disputation, arising under this agreement, by measures based on consultation, co-operation and negotiation.
- (b) Without prejudice to either party, the parties to this Agreement shall ensure the continuation of work in accordance with the Award, this Agreement and custom and practice in the Diocese.
- (c)
 - (i) In the event of any matter arising under this Agreement which is of concern or interest, the principal shall discuss this matter with the Director of Schools or his/her nominee.
 - ii) If the matter is not resolved at this level the principal may opt to refer this matter to an appropriate I.T.A. representative who will discuss this matter with the Director of Schools or his/her nominee.
 - iii) If the matter remains unresolved, and it is deemed appropriate by the employee, it may be referred to the General Secretary of the I.T.A. or his/her nominee, who will discuss the matter with the Diocese. The Diocese may also involve the Catholic Industrial Office in these discussions.

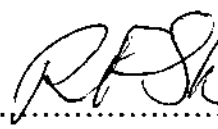
12. Duress

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

13. Term

This enterprise agreement shall be valid until February 1, 1996.


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Father J M Keady
Diocesan Director
Catholic Education Office


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R Shearman
General Secretary
NSW Independent
Teachers Association



FAMILY LEAVE

(1) PREAMBLE

The family is "the place where different generations come together and help one another to grow wiser and harmonise the rights of individuals with other demands of social life". (Pastoral Constitution of the church in the Modern World no 52).

With the growing recognition that both society and work have changed, has come the realisation that change is also required in the workplace. Companies and unions in Australia are today moving to implement policies and practices which support the needs of family life. Such changes involve more realistic expectations of those with both family and work responsibilities, a situation which hold potential for considerable stress.

The Catholic Church holds the view that the family constitutes the basis of society. In its statement from the 1981 Synod, the Christian Family in the Modern World (1981), the Church states that family "roles and professions should be harmoniously combined if we wish the evolution of society and culture to be truly and fully human" (no 23). It states further that "society must positively favour and encourage as far as possible responsible initiative by families...(and) ensure that they have all those aids that they need in order to face all their responsibilities in a human way" (no 45).

The United Nations has also acknowledged and drawn attention to the importance of the family by declaring 1994 the International Year of the Family. It urges that "the widest possible protection and assistance should be accorded to families so that they may fully assume their responsibilities within the community". (United Nations Principles for the International Year of the Family).

(2) (i) For the purposes of this clause

"Family" means father, mother, brother, sister, grandparents, grandparents-in-law, father-in-law, mother-in-law, step-father, step-mother, spouse, child, step-child, foster child and grandchild and other persons at the discretion of the employer.

"Domestic necessity" means another domestic reason at the discretion of the employer.

(ii) Any Principal shall be entitled to be paid family leave in respect of any absence on account of illness or injury to a member of their family or a "domestic necessity" subject to the following conditions and limitations:

(a) The period of paid family leave provided to a Principal shall not exceed in any year of service four days.

(b) A Principal shall not be entitled to be paid family leave unless he or she notifies the Director of Schools (or such other person deputised by the Director of Schools) prior to the commencement of the first organised activity at the School on any day, of the nature of the family leave and of the

estimated duration of the absence; provided that paid family leave shall be available if the Principal took all reasonable steps to notify the Director of Schools or was unable to take such steps.

- (c) Other than in respect of the first one day's absence in respect of family leave in any year a Principal shall, upon request, provide a medical certificate addressed to the employer or if the employer requires to the employer medical officer or a statutory declaration setting out the reason for family leave. Notwithstanding the foregoing the employer may require other evidence for the family leave.
 - (d) Where a Principal is absent on family leave replacements will be arranged in accordance with the employer's policy for sick leave replacement.
 - (e) Notwithstanding the above, any family leave taken by a Principal or additional family leave granted by the employer will be deducted from the Principal's entitlement to sick leave in accordance with clause 6, Sick Leave of the Award. If the Principal has exhausted his/her entitlement to sick leave, paid family leave will not be available.
- (iii) Family leave for reasons other than those set out above and family leave in excess of four days shall be available at the discretion of the employer and shall be deducted from a Principal's sick leave in accordance with paragraph (e) of subclause (ii).
 - (iv) Family leave under this Agreement will be in addition to leave under subclause 7.3, Bereavement Leave of the Award.
 - (v) The Diocese and the ITA agree to review and monitor the working of this clause during the life of this agreement and consider whether it should be included in any future agreement in its present form.