

ENTERPRISE AGREEMENT

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PRICE: \$ 32.00

ENTERPRISE AGREEMENT

TEACHERS EMPLOYED BY THE CATHOLIC EDUCATION OFFICE, DIOCESE OF PARRAMATTA

ARRANGEMENT

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1. PARTIES TO THE AGREEMENT

This agreement is made between the Diocese of Parramatta (the "Diocese") and the New South Wales Independent Teachers' Association (the "ITA") a registered organisation of employees.

2. SCOPE OF AGREEMENT

This agreement shall apply to teachers employed by the Diocese.

3. CATHOLIC ETHOS

The parties acknowledge the need for teachers to support the ethos and philosophy of Catholic education which operates in the Diocese.

4. AWARD

Except as provided by this agreement, the conditions of employment of teachers by the Diocese will be in accordance with the Teachers (Non Government Schools) (State) Award (the "Award").

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 Catholic education within 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;
- * in particular, that productivity and efficiency have a growing influence in educational policies and practices. 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 have agreed that they will meet not later than June, 1995 to consider a new agreement which might be adopted by the ITA and the diocese. As well, the parties agree to meet during Term 1 1994 to consider a further agreement to implement no less than a further 2%, which might include combinations of salary and conditions agreements.

6. SALARIES

- (a) This clause replaces the salaries set out in subclauses 3.1, 3.3 and 6.2 of the Award.
- (b) The minimum annual rate of salary payable to full time teachers in the Diocese shall be:

SALARY PER ANNUM		
Step	Current	From the first full pay period commencing on or after 13 December
	\$	\$ 3.0%
1	21,896	22,553
2	23,317	24,017
3	24,871	25,617
4	26,159	26,944
5	27,580	28,407
6	29,001	29,871
7	30,422	31,335
8	31,844	32,799
9	33,264	34,262
10	34,686	35,727
11	36,107	37,190
12	37,528	38,654
13	38,950	40,119
ST1	40,180	41,385

- (c) The minimum allowances payable to full time teachers occupying the positions set out below shall be:

	ALLOWANCE PER ANNUM	
	Current	From the first full pay period commencing on or after 13 December
	\$	\$ 3.0%
ST2	1,845	1,900
Co-ordinator 1	1,845	1,900
Co-ordinator 2	3,690	3,801
Co-ordinator 3	-	5,701

(d) The minimum allowance payable to the Assistant Principal shall be:

ALLOWANCE PER ANNUM		
Secondary Enrolment at Previous Year's Census Date	Current	From the first full pay period commencing on or after 13 December
		\$
201 - 300	8,200	8,446
301 - 600	9,225	9,502
601 - 900	10,250	10,558
901 +	11,275	11,613

ALLOWANCE PER ANNUM		
Primary Enrolment at Previous Year's Census Date	Current	From the first full pay period commencing on or after 13 December
	\$	\$
101 - 250	6,253	6,441
251 - 400	7,175	7,390
401 - 600	8,200	8,446
601 - 800	9,225	9,502
800 +	10,250	10,558

(e) Casual Teachers

The salary payable to a casual teacher shall be the appropriate rate in subclause 6 (b) of this clause in accordance with years of full-time service, divided by 204 in the case of a daily payment, 408 in the case of a half-day payment, or as calculated in accordance with the formula set out in subclause (f) of this clause; PROVIDED that the maximum rates payable shall be as follows:

Four Years Trained	Step 8
Three Years Trained	Step 6
Two Years Trained	Step 5
One Year Trained	Step 2
Not Otherwise Classified	Step 1
Conditionally Classified	
Four Years Trained	Step 7
Conditionally Classified	
Three Years Trained	Step 6
Conditionally Classified	
Two Years Trained	Step 4

The said rate includes the pro-rata payment in respect of annual holidays to which the teacher is entitled in accordance with the Annual Holidays Act, 1944.

- (f) A casual shall be paid for a minimum of half a day for each single engagement provided that when an engagement requires attendance on more than three days, which days are specified to the teacher prior to the first attendance, payment shall be calculated in accordance with the following formula:

$$\frac{5 \times \text{Annual Salary}}{204} \times \frac{\text{Periods Taught}}{\text{Average number of periods which full-time teachers of the school are normally required to teach per 5 day period.}}$$

- (g) Special Education Allowance

The minimum allowance payable to full-time teachers of Special Education classes shall be:

ALLOWANCE PER ANNUM		
	Current Allowance	From the first full pay period commencing on or after 13 December, 1993
	\$	\$
		3.0%
Teacher	1,198 5.87 a day	1,234 6.05 a day

- (h) The date of payment of the agreed increase will be the first full pay period commencing on or after 13th December, 1993.

7. FLEXIBILITY IN SCHOOL DAY

The parties are committed to positively considering flexibility in the timing and length of the school day to meet changing curriculum requirements and student needs. Particular agreements would be made in each case and would reflect the outcomes of discussions involving the relevant members of the school and Diocesan communities.

8. TEMPORARY EMPLOYEES

- (a) Delete subclause (e) of clause 2 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 year but not less than four school 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 employed on a specific programme not funded by the Diocese 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 Diocese.
- (c) The Diocese, the ITA and the teacher may agree to extend the temporary period of appointment beyond two years if the Diocese, the ITA and teacher concerned agree. The ITA shall not withhold its consent unreasonably.

9. FAMILY LEAVE

The Diocese will grant family leave to teachers in accordance with Attachment A of this Agreement.

10. PROMOTION POSITIONS

The promotion positions in schools operated by the Diocese will be as set out in Attachment B to this Agreement.

11. TEACHER APPRAISAL

The parties recognise the need for teacher appraisal as part of a teacher's ongoing professional development according to the Diocesan policy and 1989 Structural Efficiency Agreement. Appraisal processes will be according to procedures agreed between the Diocese and the I.T.A.

12. PATERNITY LEAVE

An employee who otherwise satisfies the requirement of Chapter 2, Part 2, Subdivision 3, of the Industrial Relations Act 1991, shall be entitled to the paternity leave there set out, and the employer shall not withhold consent unreasonably.

13. 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 part, 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 teacher shall discuss this matter with the Principal or his nominee.
- (ii) If the matter is not resolved at this level, the teacher may refer this matter to the I.T.A., who will discuss the matter with the Executive Director of Schools or his/her nominee.
- (iii) If the matter remains unresolved, it shall be referred to the General Secretary of the I.T.A. or his/her nominee and the Executive Director of the Catholic Industrial Office 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 Executive Director of the Catholic Education Office or his/her nominee or the General Secretary of the ITA 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.

14. DURESS

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

15. TERM

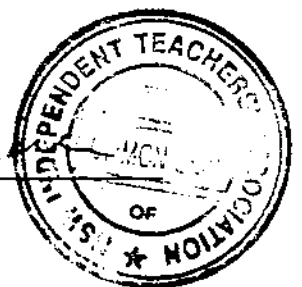
This enterprise agreement shall expire on 17th December, 1995.

Ann D. Clark
20.12.93.

Ann D. Clark
Executive Director of Schools
Diocese of Parramatta

R. Shearman

R. Shearman
General Secretary
N.S.W. Independent
Teachers' Association



FAMILY LEAVE

- (i) For the purpose of this clause:
 - (a) "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 grand child and other persons at the discretion of the employer, or the employer's agent.
 - (b) "Pressing Domestic necessity" means any domestic reason at the discretion of the employer, or the employer's agent.
- (ii) Full time teachers will be entitled to paid family leave of up to four days per annum in respect of any absence on account of illness or injuries to a member of their family or a pressing domestic necessity subject to the following conditions and limitations:
 - (a) the family leave entitlement of a part-time teacher shall be in that proportion which his or her teaching hours bear to the number of teaching hours of a full-time teacher;
 - (b) a teacher shall not be entitled to paid family leave unless he or she takes all reasonable steps to notify the Principal (or a person deputised by the Principal), before the start of the school day, of the reason for family leave and the estimated duration of the absence;
 - (c) a teacher may be required to provide a medical certificate, a written statement or other evidence as to the reasons for the family leave;
 - (d) where a teacher is absent from family leave replacement will be arranged in accordance with the employer's policy for sick leave replacement;
 - (f) notwithstanding the above, any family leave taken by a teacher or additional family leave granted by the employer will be deducted from the teacher's entitlement to sick leave in accordance with clause 10, Sick Leave of the Award. If the teacher 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 only be available at the discretion of the employer, or the employer's agent, and shall be deducted from a teacher's sick leave in accordance with paragraph (f) of subclause (ii).
- (iv) Untaken family leave in any one year shall not accumulate beyond that year.
- (v) Family leave under this Agreement will be in addition to leave under subclause 11.3, Bereavement Leave of the Award.
- (vi) The Diocese and the ITA agree to review and monitor the working of this clause during the life of the agreement.

PROMOTION POSITIONS
IN THE DIOCESE OF PARRAMATTA

1.0 STATEMENT OF PRINCIPLES

- To meet the changing educational and pastoral needs of students the concept of flexibility needs to underpin the determination of promotion positions within a given school.
- Staff who undertake extra responsibilities above a normal teaching load need to be justly remunerated for these duties. Accordingly, the determination of promotion points will be guided by the concept of equitable workloads and levels of responsibility.
- While final decisions on the allocation of promotion positions remain with the Principal, consultation processes need to be established to include staff and executive.

2.0 POINTS CONVERSION AND CHANGES IN DEFINITION

2.1 It is proposed that positions currently nominated in the Teachers (Non- Government) (State) Award (6.1) be converted to points as follows:

- the position and title of Senior Teacher 2 will be replaced by Special Projects Teacher (1 point),
- the Assistant Co-ordinator position be re-titled Co-ordinator 1 (1 point),
- the present position of Co-ordinator be titled Co-ordinator 2 (2 points),
- there be an added position of Co-ordinator 3 (3 points).

3.0 POSITIONS AND DEFINITIONS

3.1) Special Projects Teacher

A Special Projects Teacher means a teacher appointed as such who is responsible for developing and implementing outstanding teaching practice and leadership with particular reference to the performance and quality of teachers in the school or who is required to perform other duties (of comparable level including in the area of pastoral care) requiring a high level of professional expertise.

3.2a) Co-ordinator 1 – Secondary

A "Co-ordinator 1" in a Secondary school means a teacher appointed to be responsible for:

- (i) an area of curriculum; and/or
- (ii) pastoral care; and/or
- (iii) support and provide supervision for those responsible for the teaching and implementation of programs, and/or
- (iv) other duties as determined by the Principal.

3.2b) Co-ordinator 1 – Primary

A "Co-ordinator 1" in a Primary school means a teacher appointed to be responsible for:

- i) an area of curriculum; and/or
- ii) an identified program in the school;
- iii) other duties as determined by the Principal.

3.3a) Co-ordinator 2 – Secondary

A "Co-ordinator 2" in a Secondary school means a teacher appointed to be responsible for:

- (i) co-ordination of the program of work in area(s) of curriculum; and/or
- (ii) co-ordination of pastoral care or other programs; and/or
- (iii) support and provide supervision for those responsible for the teaching and implementation of programs;
- (iv) other duties as determined by the Principal.

3.3b) Co-ordinator 2 – Primary

A "Co-ordinator 2" in a Primary school means a teacher appointed to be responsible for:

- i) the co-ordination of identified curriculum area(s); and/or
- ii) the co-ordination of identified program(s); and/or
- iii) the support and supervision for those responsible for the teaching and implementation of programs;
- iv) other duties as determined by the Principal.

3.4a) Co-ordinator 3 – Secondary

A "Co-ordinator 3" in a Secondary school means a teacher appointed to be responsible for:

- (i) the co-ordination of area(s) of curriculum and/or pastoral care or any program(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 the co-ordination of programs;
- (iii) other duties as determined by the Principal.

3.4b) Co-ordinator 3 – Primary

A "Co-ordinator 3" in a Primary school means a teacher appointed to be responsible for:

- i) the co-ordination of curriculum and any program(s) as determined by the Principal; and/or
- ii) the support and supervision for those responsible for the teaching and implementation of programs; and/or
- iii) the support and supervision of those responsible for the supervision of teaching and programs implementation;
- iv) other duties as determined by the Principal.

4.0 The Diocese will allocate points according to the following tables:

4.1 POINTS ALLOCATION — SECONDARY

SECONDARY ENROLMENT	PROPOSED POINTS
301-400	14
401-500	16
501-600	18
601-700	22
701-800	24
801-900	28
901-1000	30
1001-1100	32
1101-1200	34
1201-1300	36
*Including ST2 (1point)	

For schools with enrolments beyond 1300 or involved in a multi-campus complex, promotion positions will be determined on an individual basis after negotiation with the ITA.

4.2 POINTS ALLOCATION — PRIMARY

PRIMARY CLASS GROUPS	PROPOSED POINTS
0-5	-
5-8	3
9-12	3
13-16	5
17-19	6
20-23	7
24-26	8
27-30	10
*Including ST2 (1 point)	

4.3

Where the needs of a secondary school indicate it is appropriate, the Diocese may appoint a second Assistant Principal following normal consultation processes outlined in 6.0 below. In these cases, three points from the school's allocation of points will be put towards the second position of Assistant Principal.

The decision regarding an additional Assistant Principal rests with the Diocese.

5.0 RATIONALE FOR REDISTRIBUTION OF PROMOTION POSITIONS

The restructuring of promotion positions will have regard for:

- (i) nature and pattern of enrolments
- (ii) actual and future school and pupil needs;
- (iii) curriculum structure and requirements;
- (iv) Board of Studies requirements;
- (v) the results of a school's involvement in the Diocesan School Development Program;
- (vi) sound management/organisation practices;
- (vii) the need to recognise and remunerate added responsibility and work in curriculum, pastoral and administrative leadership;
- (viii) the provision of career paths for teachers;
- (ix) any other matter consistent with the identified needs of the school, including change in school structures.

6.0 CONSULTATION PROCESS

Restructuring proposals shall be discussed with the whole staff with reasonable opportunities for examination and response. Any proposal which might affect adversely an incumbent shall be accompanied by the rationale for the proposal. A teacher affected shall have the opportunity to discuss this with the Principal and may refer the matter to the ITA. Nothing in this agreement shall prevent the ITA or the Diocese from jointly considering and dealing with such a matter.

A teacher adversely affected by redistribution shall be given no less than a full term's notice. A teacher who loses a position as a result of restructuring will continue to be paid the allowance for one full year, (or paid the difference between the old and new allowance for one full year, where applicable).

The ultimate decision for the allocation of all promotion positions apart from the Assistant Principal position which is a Catholic Education Office appointment, will rest with the Principal.

7.0 APPOINTMENT PROCEDURES

All positions will be advertised and appointments will be made through a panel process. Appointments will be made on the basis of merit and suitability. The process will incorporate principles of equal employment opportunity and affirmative action strategies. Appointees will be provided with a letter of appointment detailing tenure, role description and appraisal procedures.

8.0 PERIOD OF APPOINTMENT

- 8.1 • The initial appointment will be for a period of two years.
- 8.2 • Following satisfactory appraisal before the completion of the two year period and the maintenance of the position, a further three year appointment will be offered. In circumstances where substantial areas of concern are being addressed through a developmental plan and grievance procedure, then further appointment may be for a shorter period.
- 8.3 • Further contracts following satisfactory appraisal and a continuation of the position will be for three years.
- 8.4 • In exceptional circumstances, such as changing school structures and following consultation with the Area Administrator, an appointment for a lesser period than three years may be offered.
- 8.5 • In all other cases, co-ordinators will maintain their positions subject to agreed appraisal and grievance procedures as set out in clause 11, and subject to the outcome of consultation processes regarding restructuring of positions when this is deemed appropriate and/or necessary according to paragraph 5.0 above.
- 8.6 • Special Project Teacher appointments may be for one to three years depending on the nature of the project being undertaken.

9.0 TRANSITION ARRANGEMENTS FOR INCUMBENT CO-ORDINATORS

Position maintained at current level and salary.	3 Year Appointment
Position changed to higher level position (Co-ordinator 3).	3 Year Appointment
Position not maintained, or reduced in points.	12 months notice or salary allowance for 12 months (or the difference between the old and new allowance paid for a one year period) determined by the Principal.
A teacher affected will be given no less than a full term's notice	

10.0 INDUCTION

Each teacher appointed to a promotion position will be inducted into that position by the Principal or Principal's delegate. The Catholic Education Office will enter into discussion with the ITA regarding induction processes.

11.0 EQUITABLE WORK LOADS

Where there is a program of work in an area of instruction in a secondary department, the hours of which aggregate more than 54 hours per week averaged over the school year, a teacher will ordinarily be appointed to co-ordinate such area of instruction. Such a position shall attract a minimum of 2 points.

In determining an area of instruction an employer may aggregate two or more subjects to comprise an area of instruction (KLA). However, the total hours of aggregated instruction in the area of instruction that involves more than one subject shall not exceed 108 hours per week, averaged over the school year. Where hours per week exceed 108 the area of instruction shall attract a minimum of 3 points.

There is no requirement to appoint a teacher to a 3-point position; the position could be filled by appointing a 2-point co-ordinator assisted by a 1-point co-ordinator.

12.0 APPRAISAL

- 12.1 Each teacher in a promotion position will participate in an ongoing appraisal process with either the Principal or the Principal's delegate according to procedures to be agreed between the Diocese and the ITA. Once in each period of appointment a broader based appraisal will take place. This will involve self-appraisal, consultation with executive and school community members (nominated by the teacher) and a formal appraisal report.
- 12.2 Where there are significant areas of concern in the performance in the role, a clearly documented development plan with an agreed time line will be initiated as the first stage of a grievance procedure. Success in implementing the development plan will determine whether the grievance procedure is continued.
- 21.3 The above procedures will not prevent the Executive Director of Schools or a Principal in consultation with the Executive Director of Schools instituting, during a period of appointment a grievance procedure for an appointee whose performance is considered sufficiently unsatisfactory to warrant such action.

13.0 SUMMARY DISMISSAL

The foregoing shall not effect the right of the employer to remove a teacher summarily from a promotion position for incompetence, misrepresentation, neglect of duty or other misconduct.

- 14.0 Notwithstanding as above, the ITA and Catholic Education Office may vary practice to suit the particular needs of a given school.