

ENTERPRISE AGREEMENT

NO: E.A. 181 /1994

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ENTERPRISE AGREEMENT

Principals employed by Catholic Schools Office, Diocese of Armidale


Arrangement

Clause No	Subject Matter
1.	Parties to the Agreement
2.	Scope of Agreement
3.	Catholic Ethos
4.	Award
5.	Objects of the Agreement
6.	Salaries
7.	Investigation of Salary of Principals in Small/Central Schools
8.	Salary Packaging
9.	Flexibility in School Day
10.	Religious Education Qualifications
11.	Professional Development
12.	Family Leave
13.	Dispute Avoidance and Grievance Procedure
14.	Duress
15.	Term

1. Parties to the Agreement

The new agreement is made between the Catholic Schools Office, Diocese of Armidale (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 principals employed by the Diocese at or after the date of registration of this agreement.

3. Catholic Ethos

The parties acknowledge the need for principals 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 principals by the Diocese will be in accordance with the Principals (Catholic Systemic 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 within Catholic schools 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 principals 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. Schools are expected to do more with the same level of resources, necessitating productivity and efficiency improvements which may be qualitative rather than quantitative.

The parties have agreed to meet not later than 1 April 1995 to consider a new agreement which might be adopted by the Diocese and the ITA.

The parties further agree to meet not later than June 1994 to consider a second adjustment that the parties may agree to implement.

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 principals in the Diocese shall be as follows:

	Current Salary	3% Salary increase from the first full pay period commencing on or after December 13, 1993.
	\$	\$
Primary		
Enrolment		
1 - 100	45,090	46,443
101 - 250	51,618	53,167
251 - 400	53,444	55,047
401 - 600	55,809	57,483
610 - 800	57,947	59,685
801+	61,132	62,966
Secondary and Central		
Enrolment		
1 - 300	55,809	57,483
301 - 600	57,947	59,685
601 - 900	61,132	62,966
901+	63,805	65,719

7. Investigation of Salary of Principals in Small Schools

The parties are committed to an investigation of the issue of salaries of principals employed in schools where enrolments are in the 1 - 100 band. Such an investigation will be completed by July 31, 1994. To this end, a panel of four persons, two nominated by the CSO and two by the ITA will be established.

8. Salary Packaging

The parties agree that the employer will continue to make available to principals salary packaging relating to Superannuation in accordance with enterprise agreement EA17/1992.

9. 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 school needs. This will take place only after consultation with the staffs of the affected schools so that individual needs may be met.

10. Religious Education Qualifications

The parties agree that the employer will require Catholic principals, new to the Diocese from the date of Agreement, without formal Religious Education qualifications and who may be

required to teach Religious Education, to undertake a course in Religious Education to the standard of the Graduate Diploma level.

11. 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. Due to the professional nature of such courses it would be expected that principals be prepared to access relevant and appropriate courses on a voluntary basis. Such courses may be provided for principals other than during school hours.

12. Family Leave

The Diocese will grant family leave to principals in accordance with Attachment A of this document.

13. Dispute Avoidance and Grievance Procedure

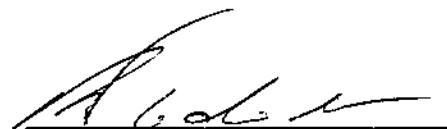
- (a) The objective of these procedures is the avoidance and resolution of industrial disputation, arising under this agreement, by measures based on consultation, co-operation and negotiation.
- (b) Without prejudice to either party, the parties to this Agreement shall ensure the continuation of work in accordance with the Award, this Agreement and custom and practice in the 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 or his/her nominee.
 - (ii) If the matter is not resolved at this level, the principal may refer this matter to the ITA, who will discuss the matter with the Director or his/her nominee.
 - (iii) If the matter remains unresolved, it shall be referred to the General Secretary of the ITA 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 or its successor.
- (d) Nothing contained in this procedure shall prevent the General Secretary of the ITA or his/her nominee or the Executive Director of the Catholic Industrial Office 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

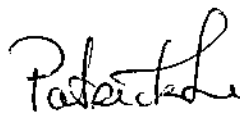
This enterprise agreement was not entered into by any of the parties under duress from the other parties or any other person or persons.

15. Term

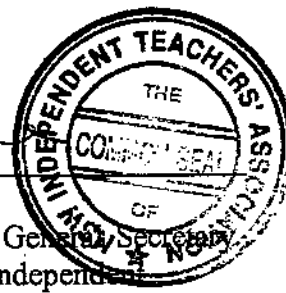
This Enterprise Agreement will expire on 28 January 1996.



P Woodcock
Diocesan Director
Catholic Schools Office
Armidale



P Lee
Acting 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 fo individuals with other demands of social life". (*Pastoral Constitution on 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 holds 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 purpose 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 full-time, temporary or part-time teacher 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 teacher shall not exceed four days in any year of service.

- (b) A teacher shall not be entitled to be paid family leave unless he or she notifies the Principal (or such other person deputised by the Principal) 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 teacher took all reasonable steps to notify the Principal 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 teacher 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) Notwithstanding the provisions of paragraph (a) of this subclause the family leave entitlement of a part-time teacher shall be in that proportion which the number of teaching hours of that teacher in a full school week bears to the number of teaching hours which a full time teacher at the school is normally required to teach.
- (e) Where a teacher is absent on family leave replacements 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 be available at the discretion of the employer and shall be deducted from a teacher's sick leave in accordance with paragraph (f) of subclause (ii).
- (iv) Family leave under this Agreement will be in addition to leave under subclause 11.3, 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.