

ENTERPRISE AGREEMENT

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# ENTERPRISE AGREEMENT


Professional Officers employed at the St Laurence Centre by the  
Catholic Education Office, Diocese of Maitland

Clause No	Subject Matter
1.	Parties to the Agreement
2.	Scope of Agreement
3.	Award
4.	Catholic Ethos
5.	Objects of the Agreement
6.	Salaries
7.	Flexibility of the Working Day
8.	Grievance Procedure
9.	Review of the Structure of the St Laurence Centre
10.	Temporary Employees
11.	Professional Development
12.	Staffing
13.	Family Leave
14.	Paternity Leave
15.	Long Service Leave
16.	Counselling Services
17.	Disputes Avoidance and Grievance Procedure
18.	Duress
19.	Term

## 1. Parties to the Agreement

The agreement is made between the Catholic Education Office, Diocese of Maitland ("the Diocese") and the New South Wales Independent Teachers Association (the "ITA") a registered industrial union of employees.

## 2. Scope of Agreement

 This agreement shall apply to professional officers employed by the Diocese at the St. Laurence Centre at or after the date of registration of this agreement.

**3. Award**

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

**4. Catholic Ethos**

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

**5. Objects of the agreement**

In reaching this agreement, the parties have recognised:

- \* the need to safeguard the quality of professional services within Catholic schools 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 staff of the St Laurence Centre;
- \* the variety of managerial and educational arrangements that exist requiring flexibility in the application of regulations that govern employment practices, including gender balance as a guideline in staffing;
- \* the need for officer appraisal as part of an officer's ongoing professional development in accordance with the 1989 Structural Efficiency Agreement;
- \* the need to maintain a working environment in which education can be provided in harmony with the aims, objectives and philosophy of Catholic education;
- \* that this Agreement is intended to assist and promote the delivery of education of a high quality in Catholic systemic schools 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 and the St Laurence Centre 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 that they will meet not later than 1 April, 1995 to consider a new agreement which might be adopted by the ITA and the Diocese.

**6. Salaries**

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

Step	Current Salary	Salary from the first full pay period commencing on or after 13.12.1993.
	\$	\$ 3%
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 allowance payable to full-time officers occupying the positions set out below shall be:

	Current Allowance	Allowance from the first full pay period commencing on or after 11.04.1994.
	\$	\$ 3.0%
POA	1,845	1,900
SPA	1,845	1,900
SPO	3,690	3,801
SRT/SP	-	5,701

Code: POA Professional Officer's Allowance  
 SPA Specific Project Allowance  
 SPO Senior Professional Officer  
 SRT Senior Resource Teacher  
 SP Senior Psychologist

The definitions of the above positions are outlined in Attachment A.

(d) **Casual Professional Officers**

If casual professional staff is required by the St Laurence Centre, the parties agree:

- (i) they may be drawn from teachers currently on the casual list but who, preferably, have post graduate special education qualifications;

or

- (ii) that qualified and experienced resource teachers may be seconded from the school system for the period required at their current salary plus the appropriate allowance paid to professional officers.

Casual psychologist vacancies may be filled at the discretion of the Director of the St Laurence Centre.

**7. Flexibility of the Working Day**

The parties are committed to flexibility in the timing and length of the working day to meet changing requirements of the schools, the students and the parents who use the services of the St Laurence Centre. During Term 2, 1994, the Director of the St. Laurence Centre will authorise initiatives relating to flexible hours of duty for the professional officers on a trial basis and the results of this trial will be considered during the review of the St Laurence Centre.

**8. Grievance Procedure**

The parties agree to the implementation of the Grievance Procedure for staff at the St Laurence Centre as outlined in Attachment B of this document where an issue involving staff performance is to be addressed.

**9. Review of the St Laurence Centre**

The parties agree to co-operate in a review of the operations of the St Laurence Centre.

**10. Temporary Employees**

- (a) Delete subclause (e) of clause 2 of the award and replace with

"Temporary professional staff" means a staff member 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 member of the professional staff 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 staff member is employed on a specific programme not funded by the Diocese or where such a staff member is replacing a staff member on secondment or who is on leave for a period in excess of a full school year.

- (b) The Diocese, the ITA and the member of the professional staff may agree to extend the temporary period of appointment beyond two years if the Diocese, the ITA and member of the professional staff concerned agree. The ITA shall not withhold their consent unreasonably.
- (c) The parties recognise that a temporary employee may be appointed to another temporary position following the cessation of a temporary appointment.

- (d) Provided their service is satisfactory and provided other needs of schools and the St Laurence Centre are considered, then priority based on length of service in a temporary capacity is given to members of the professional staff seeking permanent employment.

**11. Professional Development**

To enable the professional officers to fulfil their roles, the Diocese agrees to provide opportunities for staff to attend inservice courses where appropriate to update and enhance their skills. Given the professional nature of such courses, it would be expected that staff would be prepared to access relevant and appropriate courses on a voluntary basis. Such courses may occur both inside and outside the centre hours and in vacation times.

The Diocese will continue to use the expertise of the professional staff of the St Laurence Centre in conducting inservices for teachers employed in Diocesan schools.

**12. Staffing**

The parties are committed to an review of the Transfer Agreement by mid 1994 including consideration of a requirement that teachers employed at the St Laurence Centre be available for transfer if requested by the employer after a period of ten (10) years.

**13. Family Leave**

The Diocese will grant family leave to professional officers in accordance with Attachment C of this Agreement.

**14. Paternity Leave**

An employee who otherwise satisfies the requirements of Chapter 2, Part 2, Subdivision 3, of the Industrial Relations Act 1991, shall have absolute entitlement to the paternity leave there set out.

**15. Long Service Leave**

Applications will be considered for access to short blocks (2 weeks) of long service leave after 10 years service and may be granted at the discretion of the employer.

**16. Counselling Services**

Both parties recognise that being employed as a professional officer may be a stressful occupation and, to this end, professional officers may require periods of leave in order to access counselling services to provide appropriate advice and assistance.

The employer will allow access to such leave with pay in accordance with current sick leave provisions within the award to accommodate these professional officer needs.

17. **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 professional officer shall discuss this matter with the Director of the St Laurence Centre and/or his/her nominee.
  - (ii) If the matter is not resolved at this level, the professional officer may refer this matter to the ITA, who will discuss the matter with the Director of the St Laurence Centre and the Diocesan Director and/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 Diocesan Director who may seek the assistance of 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 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 Diocesan Director 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.

18. **Duress**

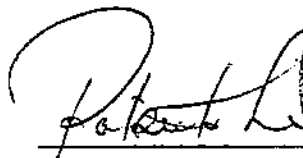
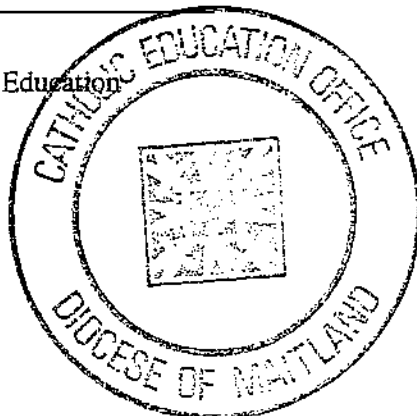
This enterprise agreement was not entered into by any of the parties under duress from the other parties or any other persons or persons.

19. **Term**

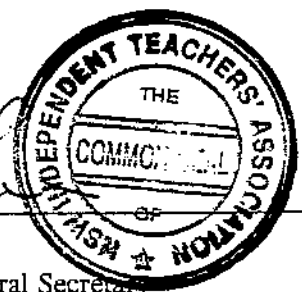
This Enterprise Agreement shall expire on 1 October, 1995.



C J Callinan  
Director of Catholic Education  
Diocese of Maitland



Patrick Lee  
Acting General Secretary  
NSW Independent  
Teachers Association



## **ATTACHMENT A**

### **SALARIES: DEFINITIONS OF POSITIONS**

#### **1. Professional Officers' Allowance**

This allowance is payable to professional officers who assume responsibility for liaising with a range of staff members in roles allocated to them by the Director of the St Laurence Centre. Such professional officers would be responsible for initiating, planning, implementing and evaluating student welfare initiatives within the school environment and ensure that all relevant staff and executive members of schools are informed and involved to the appropriate level.

#### **2. Specific Project Allowance**

This allowance is payable to professional officers who develop and implement specific projects relevant to the provision of services to students with special needs in the Diocese. This task may involve acting as the resource person as well as co-ordinating responses in the schools. The allowance will be paid for the length of time the project operates subject to annual review.

#### **3. Senior Professional Officers' Allowance**

This allowance is paid to professional officers who are allocated duties and responsibilities in addition to the normal duties of professional officers at the St Laurence Centre. Professional Officers would be appointed to the positions by the Director of Catholic Education following consultation with the Director of the St Laurence Centre. The staff, together with the Director of the St Laurence Centre, will develop a set of agreed criteria for payment of such allowance.

#### **4. Senior Resource Teacher/Senior Psychologist**

This allowance is paid to the professional officers appointed to these positions by the Diocesan Director. Both of these positions contain role statements as to the duties required and these duties are in addition to the normal duties of professional officers at the St Laurence Centre.

**Note:** These definitions may be altered following the review of the St Laurence Centre which is set out in Clause 9.



**DIOCESE OF MAITLAND**

**GRIEVANCE PROCEDURES: PROFESSIONAL OFFICERS.**

This document sets out the procedures to be followed where a problem arises with respect to a staff member of the St Laurence Centre's performance of his/her professional duties.

**1. INTRODUCTION**

There is a continuing need at the St Laurence Centre for appraisal and evaluation at all levels to ensure that the professional aims of the centre are being achieved.

Deficiencies in professional staff performance need to be identified early. Action to overcome such deficiencies should be taken immediately.

In all such cases, the Director of the St Laurence Centre, assisted as appropriate by senior members of staff, should help the professional officer to identify the problem and develop effective strategies for a resolution of the difficulty within a reasonable period of time.

Where this approach fails, or where the problem is immediate and serious, the Director of the St Laurence Centre is required to refer the matter to the Director of Catholic Education.

In dealing with these situations the Director of the St Laurence Centre should, wherever practicable, follow these procedures, not only in the interest of efficiency and consistency in management but also in the interests of justice and fairness to the Diocese, the St Laurence Centre and its staff.

The resolution of conflict dealt with under these guidelines may necessitate the use of a professional mediator. This service may be requested by either party.

**2. THE ST LAURENCE CENTRE**

(i) All problems which arise at the centre in relation to a professional officer may be discussed within the centre by the Director of the St Laurence Centre and the professional officer with a view to their resolution.

(ii) Any such problem which is discussed within the centre (whether regarded at that stage as having been satisfactorily resolved or not) may again become relevant where the problem continues to exist or if further problems develop.

(iii) It is not essential in the centre context for all problems to be brought to the professional officer's attention in writing.

(iv) Where the Director of the St Laurence Centre seeks to interview a professional officer in relation to a problem, the professional officer may be accompanied by another professional officer of his/her choice from the staff of the St Laurence Centre who may be the ITA chapter representative at the centre.

(v) Where a problem has been brought to the Director of the St Laurence Centre's attention on a written complaint from parents, pupils or other staff members, the professional officer must be allowed to see the complaint.

(vi) Any person present at an interview between the Director of the St Laurence Centre and a professional officer is free to take notes. Should the Director of the St Laurence Centre choose to make a record in writing of the interview, a copy of this record should be furnished to the professional officer as soon as practicable thereafter. In no circumstances is the professional officer to be asked or required to sign any such record of interview.

(viii) As soon as practicable after the final interview, but ordinarily not more than five working days after that interview, the professional officer will be informed in writing by the Director of Catholic Education or by the CEO officer who conducted the interview(s) that:

- (a) no further action is necessary; or
- (b) there is a need for improvement in the professional officer's performance and the matter will be reviewed at a later date; or
- (c) there are specific matters which have caused concern and that any re-occurrence of those matters may result in further action being taken by the employers; or
- (d) steps will be taken to make available to the professional officer appropriate advisory or counselling services; or
- (e) the professional officer is to be disciplined and the nature of such disciplinary action; or
- (f) such other steps as regarded appropriate by the employer are to be taken.

(ix) Where the professional officer is advised that his/her performance is to be reviewed at a later date, the Director of Catholic Education or the CEO officer who conducted the interview(s) will inform the professional officer in writing of:

- (a) the aspects of the professional officer's performance to be reviewed and the nature of the improvement required;
- (b) the method that will be used to conduct the review;
- (c) the name(s) of the person(s) who will conduct the review;
- (d) the approximate time(s) at which the review will be carried out;
- (e) the nature of any special assistance that will be made available to the professional officer during the course of the review.

(x) At the end of the period of review as mentioned in (ix)(d) above, the professional officer will be advised in writing that:

- (a) the process of review has been completed and that the required improvement in the professional officer's performance has been achieved; or
- (b) the process of review is to be extended; or
- (c) the process of review has been completed and that the required improvement in the professional officer's performance has not been achieved.

## ATTACHMENT C

### FAMILY LEAVE .

#### (1) PREAMBLE

The family is "the place where different generations come together and help one another to grow wise and harmonise the rights of 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 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 full-time, temporary or part-time professional officer 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 professional officer shall not exceed four days in any year of service.

(b) A professional officer shall not be entitled to be paid family leave unless he or she notifies the Director of the St Laurence Centre (or such other person deputised by the Director of the St Laurence Centre) 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 professional officer took all reasonable steps to notify the Director of the St Laurence Centre or was unable to take such steps.

(vii) In any such interview between the Director of the St Laurence Centre and a professional officer, the Director of the St Laurence Centre will inform the professional officer of the nature of the problem and the professional officer is to be given an opportunity to respond.

(viii) Any specific instructions given to the professional officer by the Director of the St Laurence Centre, as well as any strategies to assist the professional officer to overcome the problem and the period of time in which those strategies are expected to lead to a resolution of the problem, are to be confirmed in writing by the Director of the St Laurence Centre to the professional officer.

(ix) If, during this process, it is necessary for the Director of the St Laurence Centre to warn, censure or reprimand the professional officer, any such action must be followed up in writing to the professional officer and a copy placed on the professional officer's file at the St Laurence Centre.

(x) Where, in the opinion of the Director of the St Laurence Centre the problem is so immediate and serious that the above procedures cannot be applied or where a problem remains unresolved after the application of the procedures, the Director of the St Laurence Centre shall refer the matter to the Director of Catholic Education.

### **3. THE CATHOLIC EDUCATION OFFICE**

(i) The Director of Catholic Education will advise the professional officer in writing that the matter has been referred to him by the Director of the St Laurence Centre.

(ii) If the Director of Catholic Education determines that a CEO officer will interview the professional officer concerned, he/she will advise the professional officer that such an interview is to take place. The advice will normally be in writing and will indicate the time and place of the interview, the nature of the matters to be discussed and who may be expected to be present.

(iii) Providing the professional officer gives his/her permission, the CEO will also advise the ITA that the interview is to take place. Where the professional officer himself/herself chooses to inform the ITA of the interview, and indicates such choice to the CEO, the professional officer will be required to confirm with the CEO that the ITA has been advised.

(iv) The professional officer may be accompanied at such interview by another professional officer of his/her choice from the staff of the St Laurence Centre who may be the ITA chapter representative in the centre or the professional officer may be accompanied by an ITA officer.

(v) Any person present at the interview is free to take notes. The CEO officer will ensure that a written record of the interview is made and a copy of this record will be furnished to the professional officer as soon as practicable thereafter. In no circumstances is the professional officer to be asked or required to sign any such record of interview.

(vi) During the interview, the CEO officer will inform the professional officer of the nature of the problem referred by the Director of the St Laurence Centre to the Director of Catholic Education and will show to the professional officer any written allegations, complaints or reports pertinent to the matter. The professional officer will be given an opportunity to respond.

(vii) If the CEO officer determines to conduct further interviews with the professional officer, the above procedures shall also apply to such interviews.

- (c) Other than in respect of the first one day's absence in respect of family leave in any year a professional officer 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 professional officer shall be in that proportion which the number of working hours of that professional officer in a full school week bears to the number of working hours which a full time professional officer at the centre is normally required to work.
  - (e) Where a professional officer is absent on family leave replacements will be arranged at the direction of the Director of the St Laurence Centre.
  - (f) Notwithstanding the above, any family leave taken by a professional officer or additional family leave granted by the employer will be deducted from the professional officer's entitlement to sick leave in accordance with clause 10, Sick Leave of the Award. If the professional officer 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 professional officer'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.