

ENTERPRISE AGREEMENT

NO: E.A. 23 /1994

DATE REGISTERED: 27.1.94

PRICE: \$ 12.00

ENTERPRISE AGREEMENT

Advisers employed by the Catholic Schools Office, Diocese of Broken Bay

ARRANGEMENT

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1. **Parties to the Agreement**
This agreement is made between the Diocese of Broken Bay (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 advisers employed by the Diocese.
3. **Catholic Ethos**
The parties acknowledge the need for advisers to support the ethos and philosophy of Catholic education which operates in the Diocese, as set down in the "Principles of Employment - Broken Bay Systemic Schools" (*Attachment A*).
4. **Award**
Except as provided by this agreement, the conditions of **employment** of advisers by the Diocese will be in accordance with the Advisers (Catholic Education Offices: Archdiocese of Sydney, Dioceses of Broken Bay and Parramatta) (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 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 have agreed that they will meet no later than 1 April 1995 to consider a new agreement which might be adopted by the ITA and the Diocese.

The parties have agreed to meet by 1 April 1994 to consider a second instalment in terms of either salary and/or conditions.

6. Salaries

- (a) This clause replaces the salaries set out in subclauses 3.1 and 3.2 of the Award.
- (b) The minimum annual rate of salary payable to full time advisers in the Diocese shall be:

Step	Current \$	From 20.12.93 \$
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 advisers occupying the positions set out below shall be:

Step	Current \$	From 20.12.93 \$
1	3,690	3,801
2	7,175	7,390
3	8,200	8,446

7. Paternity Leave

A male employee shall be entitled to take a period of up to 52 weeks to allow him to be the primary care giver. The provisions of the Industrial Relations Act 1991 shall apply to the taking of such leave provided that section 44(2) shall not apply.

8. Family Leave

The Diocese will grant family leave to advisers in accordance with *Attachment B* of this Agreement.

9. 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, cooperation 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 adviser shall discuss this matter with the appropriate Consultant.
- (ii) If the matter is not resolved at this level, the adviser may refer this matter to the ITA, who will discuss the matter with the Consultant and/or the Diocesan 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.
- (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.

10. **Duress**

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

11. **Term**

This enterprise agreement shall be valid until 26 January 1996.

Brian Croke

Brian Croke
DIRECTOR OF SCHOOLS
DIOCESE OF BROKEN BAY

R Shearman

Richard Shearman
GENERAL SECRETARY
NSW INDEPENDENT TEACHERS ASSOCIATION



Attachment A

**PRINCIPLES OF EMPLOYMENT -
BROKEN BAY SYSTEMIC SCHOOLS**

The philosophy of Catholic education, expressed in a growing number of documents and policy statements over the last decade, guides the Catholic school in its functioning. Whilst it is accountable to the community at large for the provision of quality education to young citizens, it is also accountable to the Catholic church community for providing this within the context of Gospel values as espoused by the Catholic tradition. The Catholic school is more than an educative institution: it is a key part of the Catholic Church, an essential element in the Church's mission. So, too, the adviser in the Diocese of Broken Bay is more than an employee: he/she ministers in the name of the Catholic Church.

All advisers in the diocese have an indispensable role to play. It is expected of all advisers employed in the diocese that they:

1. by their teaching and personal example, strive to inculcate in students an appreciation and acceptance of Catholic teaching and values;
2. avoid, whether by word, action or known life-style, any influence upon students that is contrary to the teaching and values of the Catholic community in whose name they act;
3. accept and espouse the Catholic educational philosophy of the school;
4. develop and maintain an adequate understanding of those aspects of Catholic teaching that touch upon their role;
5. be suitable, competent, trained advisers, committed to the goals of Catholic education;
6. be committed to regular ongoing professional development.

Attachment B

FAMILY LEAVE

1. 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 or the employer's agent.
"Domestic necessity" means another domestic reason at the discretion of the employer or the employer's agent.
2. Any adviser 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 an adviser shall not exceed in any year of service four days.
 - (b) An adviser shall not be entitled to be paid family leave unless he or she notifies the appropriate Consultant (or such other person deputed by the Director) prior to the commencement of the first organised activity 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 adviser took all reasonable steps to notify the appropriate Consultant 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 an adviser 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 adviser shall be in proportion to the full-time equivalent workload as an adviser.
 - (e) Where an adviser 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 an adviser or additional family leave granted by the employer will be deducted from the adviser's entitlement to sick leave in accordance with clause 8, Sick Leave of the Award. If the adviser has exhausted his/her entitlement to sick leave, paid family leave will not be available.
3. 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 an adviser's sick leave in accordance with paragraph (f) of subclause (2).
4. Family leave under this Agreement will be in addition to leave under subclause 9.3, Bereavement Leave of the Award.
5. 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.