

ENTERPRISE AGREEMENT

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ENTERPRISE AGREEMENT

Teachers 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 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, 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 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 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, 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:

Step	Salary Per Annum	
	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 teachers occupying the positions set out below shall be:

	Salary Per Annum	
	Current \$	From 20.12.93 \$
Co-ordinator 1	1,845	1,900
Co-ordinator 2	3,690	3,801
Co-ordinator 3	5,535	5,701

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

Secondary Enrolment at Previous Year's Census Date	Salary Per Annum	
	Current \$	From 20.12.93 \$
201-300	8,200	8,446
301-600	9,225	9,502
601-900	10,250	10,558
901+	11,275	11,613

Primary Enrolment at Previous Year's Census Date	Salary Per Annum	
	Current \$	From 20.12.93 \$
101-250	6,253	6,441
251-400	7,175	7,390
401-600	8,200	8,446
601-800	9,225	9,502
801+	10,250	10,558

- (e) Special Education Allowance

The minimum allowance payable to full-time teachers of classes of students with disabilities shall be:

	Current \$	From 20.12.93 \$
Teacher	1,198	1,234
	5.87 a day	6.05 a day

(f) **Casual Teachers:**

The salary payable to a casual teacher shall be the appropriate rate in subclause (6b) 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 - <i>Four Years Trained</i>	Step 7
Conditionally Classified - <i>Three Years Trained</i>	Step 6
Conditionally Classified - <i>Two Years Trained</i>	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.

- (g) A casual shall be paid for a minimum of half a day for each single engagement provided that where 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:

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

7. **Flexibility in School Day**

The parties are committed to consider flexibility, following consultation with school staff, in the timing and length of the school day to meet changing curriculum requirements and student needs.

8. **Co-Curricular Activities**

The parties recognise that all teachers are expected to participate in co-curricular activities integral to the school's program, as determined by the school principal.

9. **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 program 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 their consent unreasonably.
- (d) The parties recognise that a temporary employee may be appointed to another temporary position following the cessation of a temporary appointment.

10. 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.

11. Family Leave

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

12. Promotion Positions

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

13. Professional Development

The parties recognise that teachers, 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. The parties recognise that appraisal is part of this ongoing professional development.

14. 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 teacher shall discuss this matter with the Principal or his/her nominee.
 - (ii) If the matter is not resolved at this level, the teacher may refer this matter to the ITA, who will discuss the matter with the Principal 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.

15. **Duress**

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

16. **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 teacher in the Catholic school is more than an employee: he/she ministers in the name of the Catholic Church.

All teachers in the Catholic school have an indispensable role to play. It is expected of all teachers employed in a Catholic school 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 subject areas;
5. be suitable, competent, trained teachers, 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 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 in any year of service four days.
 - (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.
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 a teacher's sick leave in accordance with paragraph (f) of subclause (ii).
4. Family leave under this Agreement will be in addition to leave under subclause 11.3, 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.

Attachment C

PROMOTION POSITIONS

1. The Principal, after consultation and agreement with the Catholic Schools Office, the Independent Teachers Association and members of the School community will determine the structure of promotion positions, not including promotion positions in Religious Education, having regard to:
 - (i) actual and future School and pupil needs;
 - (ii) curriculum structure and requirements;
 - (iii) maintainance of a balance between pastoral care and curriculum positions;
 - (iv) Board of Studies requirements;
 - (v) the results of a School renewal or review and consultations with the Diocese;
 - (vi) best management/organisation practices;
 - (vii) the need to recognise and remunerate added responsibility and work in curriculum, pastoral or administrative leadership;
 - (viii) Diocesan practice; and
 - (ix) any other matter consistent with the identified needs of the School.

2. Not including Religious Education, the Diocese will allocate a minimum of points according to the following table:

Primary Enrolments	Points
0-200	-
201-250	2
251-400	3
401-600	5
601-700	7

Secondary Enrolments	7-10	7-12	11-12
301-400	13	15	
401-500	15	17	
501-600	16	18	20
601-700	23	24	21
701-800	25	25	23
801-900	27	29	
901+	-	32	

3. Primary Schools

In primary schools, the points may be allocated in the following manner:

- 201-250 one two-point co-ordinator or two one-point co-ordinators;
- 251-400 one two-point co-ordinator plus one one-point co-ordinator OR one three-point co-ordinator;
- 401-600 two two-point co-ordinators plus one one-point co-ordinator OR one two-point co-ordinator plus one three-point co-ordinator;
- 601-700 three two-point co-ordinators plus one one-point co-ordinator OR two two-point co-ordinators plus a three-point co-ordinator OR two two-point co-ordinators plus three one-point co-ordinators.

Provided that:

- (i) such changes will only be introduced after vacancies occur by way of movement of staff or expiration of existing appointments;
- (ii) as part of restructuring, no staff member will be forced to relinquish a position of special responsibility to create such a vacancy.

4. Where a Principal in accordance with clause 1 varies the promotion structure in the school and this variation affects a current incumbent of a promotion position then at least one term's notice must be given to those affected by the alteration of promotion structure.
5. (i) During the period contained in clause 4 an incumbent who is affected by the alteration may discuss this matter with the Principal.
- (ii) If the matter is not resolved at this level the teacher may refer this matter to the ITA chapter representative or fellow staff member who will discuss this matter with the Diocese.
- (iii) If the matter remains unresolved, and it is deemed appropriate by the employee, it shall be referred to the General Secretary of the ITA or his/her nominee, who will discuss the matter with the Diocese. The Diocese may also involve the Catholic Industrial Office in these discussions.
- (iv) Nothing contained in this procedure, except the time limit, shall prevent the General Secretary of the ITA or his/her nominee or the Diocese 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 any difficulty or dispute.
6. Each promotion position is worth the following number of promotion points:

Positions	Points
Co-ordinator 3	3
Co-ordinator 2	2
Co-ordinator 1	1

7. Promotion Positions are defined as follows:

a) Primary Schools

(i) Co-ordinator 1

This position involves the responsibility for a specific task for a set period of time. The task should be one that is of importance for the school at a given time, e.g.

- (1) To oversee the implementation of a KLA which has been developed by the staff and requires ongoing professional development and resourcing;
- (2) To co-ordinate the development of a school's assessment and reporting procedures;
- (3) To manage the school's "Health and Hygiene" needs including supervision of cleaners, disposal of garbage and the ordering of equipment;
- (4) The co-ordination of the school's health and fitness program including daily fitness, weekly sport and sporting carnivals.

(ii) Co-ordinator 2

This position involves the responsibility for a significant school activity or initiative. Such activities should involve all or most of the staff and other members of the school community, e.g.

- (1) To be responsible for the introduction, development and implementation of a KLA: this would include the inservicing of teachers and parents, the development of overviews and the trialing, evaluation and resourcing of units;
- (2) To undertake the research and development of a program of school and community interaction, including communication, reporting procedures and parent involvement;
- (3) To research and develop a whole school approach to child management.

(iii) Co-ordinator 3

This position would involve the responsibility for a major school program or initiative. Such programs would involve the whole school community including staff, clergy, parents and the wider school community, e.g.

- (1) The co-ordination of a community Vision Statement for the school;
- (2) The implementation of a Vision Statement in the life of the school and its community;
- (3) The overall responsibility for all KLAs in the school. This would include inservicing of parents and community as well as staff.

b) Secondary Schools

(i) Co-ordinator 1

A Co-ordinator 1 means a teacher appointed to be responsible for or assist another Co-ordinator in one or more of the following areas:

- (1) The program of work in an area of curriculum;
- (2) Pastoral Care of a year group less than 120;
- (3) Supervising a program of staff development;
- (4) Induction and supervision of new teachers;
- (5) The application of learning and teaching research to classroom practice;
- (6) Supervision and managing of a particular extra-curricular area within the school, e.g. Sport, Outdoor Education;
- (7) Other appropriate duties as determined by the Principal, consistent with the above.

(ii) Co-ordinator 2

A Co-ordinator 2 means a teacher appointed to be responsible for:

- (1) Co-ordination of the program of work in area(s) of curriculum over 2,000 indicative hours and less than 4,000 indicative hours per annum;
- (2) Co-ordination of Pastoral Care in a year group of more than 120;
- (3) Other appropriate duties as determined by the Principal, consistent with the above.

(iii) Co-ordinator 3

A Co-ordinator 3 means a teacher appointed to be responsible for:

- (1) Co-ordination of all curriculum areas within the school;
- (2) Providing support and supervision of those responsible for the co-ordination of KLAs within the school;
- (3) Co-ordination of the whole school Pastoral Care program;
- (4) Other appropriate duties as determined by the Principal, consistent with the above.

8. All appointments to promotion positions will be made on the basis of merit and suitability and will normally and appropriately be advertised.
9. All teachers in promotion positions, including those appointed to a promotion position after the registration of this Agreement will receive a letter of appointment to this position which will set out the duties to be performed by the teacher in the School and the period of appointment.
10. Each teacher appointed to a promotion position will be inducted into that position, in accordance with Diocesan practice.

11. Each teacher holding an ongoing promotion position will be appraised while holding such a position, in accordance with Diocesan practice. Such an appraisal does not derogate from the rights of a teacher or the employer under Disputes and Grievance practice in existence at the School.
12. Any teacher whose current promotion position is affected by the introduction of this Agreement will have the total of their current allowance and salary frozen for the life of this agreement unless during this time the teacher's salary reaches the frozen total remuneration or the teacher receives a further promotion appointment within the Diocese. If further promotion appointment does not occur then after the life of this agreement the teacher will return to the remuneration as set out in this agreement or future agreements.
13. Any teacher required by the Diocese to act in a promotion position for at least ten consecutive school days shall be paid for so doing at the rate prescribed for that position, provided that a teacher shall not be required to carry out such duties in a relieving capacity for more than 52 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 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.
14. The foregoing shall not affect the right of the Diocese to summarily terminate any teacher from their promotion position for incompetence, misrepresentation, neglect of duty or other misconduct.