

ENTERPRISE AGREEMENT

NO: E.A. 481 /1994

DATE REGISTERED: 6 - 12 - 94

PRICE: \$ 12.00

# ENTERPRISE AGREEMENT

Principals employed by trustees Roman Catholic Church, Diocese of Lismore

## Arrangement

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### 1. Parties to the Agreement

The agreement is made between the Catholic Education Office, Diocese of Lismore ("the Diocese") and the Association of Principals Employed in Catholic Schools (APECS) a registered industrial union of employees.

### 2. Scope of Agreement

This agreement shall apply to principals employed by the Trustees 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 teachers 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 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, aims and objectives of Catholic education;
- 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 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 APECS and the Diocese.

#### **6. Salaries**

(a) This clause replaces the salaries set out in Clause 3.1 of the Award.

(b) The minimum annual rate of salary payable to principals in the Diocese shall be as follows:

	Current Salary  \$	Salary from the first full pay period commencing on or after the date of the agreement  \$ 3%
<b>Primary</b>		
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
601-800	57,947	59,685
801 +	61,132	62,966
<b>Secondary</b>		
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. Flexibility in School Day

The parties are committed to the principles of flexibility in the timing and length of the school day to meet changing curriculum requirements and student needs. A process of consultation and communication with teachers, parents and students should be carried out before change is introduced.

## 8. Family Leave

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

## 9. 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 APECS, who will discuss the matter with the Diocesan Director or his/her nominee.
  - (iii) If the matter remains unresolved, it shall be referred to the Secretary of the APECS 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 Commission of New South Wales or it's successor.
- (d) Nothing contained in this procedure shall prevent the Secretary of the APECS 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 his/her own initiative in respect of matters in dispute should such action be considered conducive to achieving resolution of the dispute.

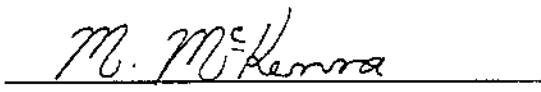
## 10. Duress

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

## 11. Term

This Enterprise Agreement shall expire on 28 January 1996.

  
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John Kelly  
Diocesan Director  
Catholic Education Office  
Lismore

  
\_\_\_\_\_  
Maureen McKenna  
Secretary  
Association of Principals  
Employed in Catholic Schools

## ATTACHMENT A

### 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 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 principal 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 principal shall not exceed four days in any year of service.
  - (b) A principal shall not be entitled to be paid family leave unless he or she notifies the Director (or such other person deputised by the Director) 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 principal took all reasonable steps to notify the Director 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 principal 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) Where a principal is absent on family leave replacements will be arranged in accordance with the employer's policy for sick leave replacement.
  - (e) Notwithstanding the above, any family leave taken by a principal or additional family leave granted by the employer will be deducted from the principal's entitlement to sick leave in accordance with Clause 6, Sick Leave of the Award. If the principal 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 principal's sick leave in accordance with paragraph (e) of Subclause (ii), provided that an employee shall not receive less than one week's sick leave in each year of service.
  - (iv) Family leave under this Agreement will be in addition to leave under subclause 7.3, Bereavement Leave of the Award.
  - (v) The Diocese and the APECS 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.

