

ENTERPRISE AGREEMENT

NO: E.A. 77 /1994

DATE REGISTERED: 21.3.94

PRICE: \$ 28.00

DIOCESE OF WILCANNIA - FORBES

Diocesan Catholic Education Office

136 LACHLAN STREET,
Phone: (068) 52 1922
Facsimile (068) 52 3994
20 January 1994

P.O. BOX 154,
FORBES, 2871

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Enterprise Agreement

Teachers employed by the Catholic Education Office, Diocese of Wilcannia-Forbes.

Arrangement

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1. Parties to the Agreement

This agreement is made between the Diocese of Wilcannia-Forbes (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.

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 which may be qualitative rather than quantitative.

The parties have agreed that they will meet no later than **1 April 1994** to discuss any further salary increase and/or changes in conditions as agreed between the parties and appropriate for 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 teachers in the Diocese shall be:

Step	Salary Per Annum	
	Current	From the first full pay period commencing on or after 14 January 94
	\$	\$
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 the first full pay period commencing on or after 14 January 94
	\$	\$
Senior Teacher 2	1,845	1,900
Coordinator 1	1,845	1,900
Coordinator 2	3,690	3,801
Coordinator 3		5,701

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

Salary Per Annum		
Secondary Enrolment at Previous Year's Census Date	Current	From the first full pay period commencing on or after 14 January 94
	\$	\$
201-300	8,200	8,446
301-600	9,225	9,502
601-900	10,250	10,558
901 +	11,275	11,613

Salary Per Annum		
Primary Enrolment at Previous Year's Census Date	Current	From the first full pay period commencing on or after 14 January 94
	\$	\$
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) 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:-

Salary Per Day				
Classification	Step	Current	From the first pay period commencing on or after 14 January 94	
			Daily Rate	Half Daily
Four Years Trained	Step 8	156.10	160.78	80.39
Three Years Trained	Step 6	142.16	146.42	73.21
Two Years Trained	Step 5	135.20	139.26	69.63

Salary Per Day				
Classification	Step	Current	From the first pay period commencing on or after 14 January 94	
			Daily Rate	Half Daily
One Year Trained	Step 2	114.30	117.72	58.87
Not Otherwise Classified	Step 1	107.33	110.54	55.28
Conditionally Classified Four Years Trained	Step 7	149.13	153.60	76.80
Conditionally Classified Three Years Trained	Step 6	142.16	146.42	73.21
Conditionally Classified Two Years Trained	Step 4	128.23	132.08	66.04

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.

- (f) 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 discuss the principle of flexibility in the timing and length of the school day to meet changing curriculum requirements and student needs.

8. 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.

9. Family Leave

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

10. Paternity Leave

An employee who otherwise satisfies the requirements of Chapter 2, Part 2, Subdivision 3, of the Industrial Relations Act 1991, shall have an absolute entitlement to the paternity leave as defined therein in accordance with the provisions of the Act.

11. Long Service Leave

Employees may apply for a period of unpaid leave equal to the period of long service leave. At the request of the employee, payment for the period of long service leave may be paid in fortnightly instalments, averaged over the total period of leave.

12. Promotion Positions

The promotion positions in schools operated by the Diocese will be as set out in Attachment B 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.

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, 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 teacher shall discuss this matter with the

Principal or his 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 expire on 31 December 1995.


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Diocesan Director


.....
R Shearman
General Secretary
NSW Independent
Teachers Association

27/1/94

ATTACHMENT A

Family Leave

(a) 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.

(b) 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:

(i) The period of paid family leave provided to a teacher shall not exceed in any year of service five days.

(ii) 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.

(iii) 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 a statutory declaration setting out the reason for family leave. Notwithstanding the foregoing the employer may require other evidence for the family leave.

(iv) 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.

(v) Where a teacher is absent on family leave replacements will be arranged in accordance with the employer's policy for sick leave replacement.

(vi) 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.

- (c) Family leave for reasons other than those set out above and family leave in excess of five 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 (2).
- (d) Family leave under this Agreement will be in addition to leave under subclause 11.3, Bereavement Leave of the Award.
- (e) 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 B**Promotion Positions**

- (a) The Diocese will allocate a minimum of 63 points for distribution to schools throughout the Diocese.

The minimum number of promotion points in each school shall be determined in accordance with the following table:-

Enrolments as Previous Year's Census Date	Promotion Points
1-100	Nil
101-200	4
201-300	6
301-400	8

- (b) The Principal after consultation with members of the School community, that is, teachers, parents and School Board, will determine the structure of promotion positions within the school having regard to:
- (i) actual and future School and pupil needs;
 - (ii) curriculum structure and requirements;
 - (iii) Board of Studies requirements;
 - (iv) the results of a School renewal or review and consultations with the Diocese.
 - (v) best management/organisation practices;
 - (vi) the need to recognise and remunerate added responsibility and work in curriculum, pastoral or administrative leadership;
 - (vii) Diocesan practice; and
 - (viii) any other matter consistent with the identified needs of the School.
- (c) (i) Where a Principal in accordance with clause 2 varies the promotion structure in the School and this variation affects a current incumbent of a promotion position then at least one terms notice must be given to those affected by the alteration of promotion structure.

- (ii) In the case where it is proposed that a school which, under the Award would be entitled to an assistant principal, that any proposal to restructure this position shall be agreed with the union. The union will not unreasonably withhold consent. No conversion of an assistant principal position will be allocated to more than three teachers, one of whom must be appointed a Coordinator 2.
- (d) (i) During the period contained in clause 3 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.
- (e) Each promotion position is worth the following number of promotion points:

<u>Positions</u>	<u>Points</u>
Assistant Principal	4
Coordinator 3	3
Coordinator 2	2
Coordinator 1	1
Senior Teacher 2	1

- (f) Clause safeguarding curriculum and pastoral care positions.
- (g) (i) A "Coordinator 1" means a teacher so appointed to be responsible for or assist another coordinator in:
 - (1) an area of curriculum; and/or
 - (2) pastoral care; and/or
 - (3) and other duties as determined by the Diocese.
- (ii) A "Coordinator 2" means a teacher so appointed to be responsible for:
 - (1) co-ordination of the program of work in area(s) of curriculum; and/or

- (2) co-ordination of pastoral care or other programs; and/or
 - (3) other duties as determined by the Diocese.
- (iii) A "Coordinator 3" means a teacher so appointed to be responsible for:
 - (1) the co-ordination of area(s) of curriculum and/or pastoral care or any program(s) as determined by the Diocese; and/or
 - (2) the support and supervision of those responsible for the co-ordination of subject areas; and/or
 - (3) other duties as determined by the Diocese.
- (iv) An "Assistant Principal" means a teacher so appointed to assist the Principal in his or her responsibility for the conduct and organisation of the school, and who acts as substitute in the absence of the Principal.
- (v) A "Senior Teacher 2" means a teacher so appointed to be responsible for:
 - (1) developing and implementing outstanding teaching practice and leadership with particular reference to the performance and quality of teachers in the School; or
 - (2) to perform other duties (of comparable level including in the area of pastoral care) requiring a high level of professional expertise.
- (h) All appointments to promotion positions will be made on the basis of merit and suitability and will normally and appropriately be advertised.
- (i) Each teacher 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.
- (k) Each teacher appointed to a promotion position will be inducted into that position, in accordance with Diocesan practice.
- (l) 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.
- (m) 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.

- (n) Any teacher required by the Diocese to act in a promotion position for at least 10 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.
- (o) 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.