

# ENTERPRISE AGREEMENT

NO: E.A. 80 /1994

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# ENTERPRISE AGREEMENT

Teachers employed in NSW by the Catholic Education Office, Archdiocese of Canberra and Goulburn.

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## Attachment A - Family Leave

### 1. Parties to the Agreement

This agreement is made between the Archdiocese of Canberra and Goulburn ("Archdiocese") 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 in NSW by the Archdiocese.

### **3. Catholic Ethos**

The parties acknowledge the need for teachers to support the ethos and philosophy of Catholic education which operates in the Archdiocese.

### **4. Award**

Except as provided by this agreement, the conditions of employment of teachers by the Archdiocese in NSW 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 Archdiocese and the public perception of it;
- \* a mutual responsibility to protect, develop and enhance the Archdiocese and school life in the Archdiocese;
- \* the autonomy and authority of the Archdiocese, as well as the professional standing of the teaching staff in the Archdiocese;
- \* the variety of managerial and educational arrangements that exist requiring flexibility in the application of regulations that govern employment practices in the Archdiocese;
- \* the need to maintain a working environment in which education can be provided in harmony with the Archdiocese's philosophy;
- \* that this Agreement is intended to assist and promote the delivery of education of a high quality in the Archdiocese 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 Archdiocese 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 not later than March 1994 to consider a new agreement that might include further salary increases that might be adopted by the Archdiocese and the ITA.

## 6. Salaries

- (a) This clause replaces the salaries set out in subclause 3.1, 3.3 and 6.2 of the Award.
- (b) The minimum annual rate of salary payable to full time teachers in the Archdiocese shall be:

		Salary Per Annum
Step	Current \$	From the first full pay period commencing on or after 13 December 1993 \$
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 teachers occupying the positions set out below shall be:

		Allowance Per Annum
	Current Allowance \$	Allowance from first full pay period commencing on or after 13 December 1993 \$
ST2	1,845	1,900
Co-ord		
1	1,845	1,900
2	3,690	3,800
3	5,535	5,700

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

Secondary Enrolment at Previous Year's Census Date	Allowance Per Annum	
	Current \$	From the first full pay period commencing on or after 13 December 1993 \$
201-300	8,200	8,446
301-600	9,225	9,502
601-900	10,250	10,558
900+	11,275	11,613

Primary Enrolment at Previous Year's Census Date	Allowance Per Annum	
	Current \$	From the first full pay period commencing on or after 13 December 1993 \$
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 Allowances

(i) The minimum allowance payable to full-time teachers of special education classes shall be:

	Current Allowance \$	From the first full pay period commencing on or after 13 December 1993 \$
Teacher	1,198 5.87 a day	1,234 6.05 a day

- (ii) A principal teacher of a special school shall be paid, in addition to the salary in subclause (b) of this clause and the allowance provided in paragraph (i) of this subclause, the following further allowance for each member of staff being supervised:-

	Current Allowance	From the first full pay period commencing on or after 13 December 1993
	\$	\$
	\$187 per staff member supervised to a maximum per annum of \$974	\$193  \$1,003

(f) Casual Teachers

The salary payable to a casual teacher shall be at the appropriate rate in subclause 6(b) 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 Years Trained	Step 2
Not Otherwise Classified	Step 1
Conditionally Classified	
Four Years Trained	Step 7
Conditionally Classified	
Three Years Trained	Step 6
Conditionally Classified	
Two Years Trained	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:

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

### **7. Flexibility in School Day**

The parties are committed to consideration 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 specific 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 programme not funded by the Archdiocese 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 Archdiocese.
- (c) The Archdiocese, the ITA and the teacher may agree to extend the temporary period of appointment beyond two years if the Archdiocese, 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 Archdiocese will grant family leave to teachers in accordance with Attachment A of this Agreement.

### **10. Professional Development**

The parties recognise that annual developmental appraisal of teachers is part of ongoing professional development in accordance with the 1989 Structural Efficiency Agreement.

### 11. Paternity Leave

A teacher who otherwise satisfies the relevant requirements of the Industrial Relations Act 1991 shall have an entitlement to unpaid paternity leave as defined therein.

The provisions of the Industrial Relations Act 1991 shall apply to the taking of such leave provided that section 44(2) shall not apply.

### 12. Long Service Leave

Applications will be considered for access to short blocks of long service leave and may be granted without penalty at the discretion of the employer.

Teachers with at least twelve months service may apply for pro-rata long service leave as part of their maternity leave entitlements, provided that the total of any one period of leave shall not exceed 12 months.

### 13. Counselling Services

Both parties recognise that teaching may be a stressful occupation and, to this end, teachers 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 within the parameters of current sick leave provisions to accommodate these teacher needs.

### 14. Co-Curricular Activities

Catholic Systemic Schools have always promoted co-curricular activities as an integral part of its function to help to develop the "whole" person in the student and therefore, the parties recognise that all teachers are required to participate in the usual co-curricular activities conducted by the schools in the Archdiocese in accordance with current practice.

### 15. 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 Archdiocese.
- (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 of his/her nominee.

or



- (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 Archdiocesan Director or his/her nominee and the Principal.
  - (iii) If the matter remains unresolved, it shall be referred to the General Secretary of the ITA or his/her nominee for discussion and appropriate action. The Archdiocese may use the services of the Catholic Industrial Office if required.
  - (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 Archdiocesan 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.

#### 16. Duress

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

#### 17. Term

This enterprise agreement shall have a term of 24 months after 14 December 1993.



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Geoff Joy  
Director  
Catholic Education Office

16/12/93



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Richard Shearman  
General Secretary  
NSW Independent Teachers  
Association

27/1/94

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 the 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 purpose 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 his/her nominee.

"Domestic necessity" means another domestic reason at the discretion of the employer or his/her nominee.

- (ii) 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's 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.
- (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 teacher'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 Archdiocese 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.