

# ENTERPRISE AGREEMENT

NO: E.A. 186 /1995

DATE REGISTERED: 13-6-95

PRICE: \$ 16-00



## ENTERPRISE AGREEMENT

### Principals employed by Catholic Education Office

#### Diocese of Wagga Wagga

##### Arrangement

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## **1. Parties to the Agreement**

The agreement is made between the Diocese of Wagga Wagga and the New South Wales Association Of Principals Employed In Catholic Schools (the "APECS") a registered industrial union of employees.

## **2. Scope of Agreement**

This agreement shall apply to principals employed in Diocesan primary schools at or after the registration of this agreement.

## **3. Award**

Except as provided by this agreement, the conditions of employment of principals by the Diocese will be in accordance with the Principals (Catholic Systemic Schools)(State) Award.

## **4. Objects of the Agreement**

- \* To improve the salaries and conditions of principals employed by the Diocese.
- \* To promote processes for dealing with differences and establishing a framework of understanding for approaching industrial rights and responsibilities.
- \* To support well targetted professional development in areas of great importance to the Catholic educational community in the Diocese.

In reaching this agreement, the parties have recognised:

- \* the autonomy and authority of the Diocese;
- \* the need to safeguard the quality of schooling within Catholic schools in the Diocese and the public perception of it;
- \* a mutual responsibility to protect, develop and enhance Catholic education within the Diocese;
- \* the need to maintain a working environment in which education can be provided in harmony with the aims, objectives and philosophy of the Catholic Church;
- \* the need for principals to support the ethos and philosophy of Catholic education, and acknowledge that Catholic schools are part of the evangelising mission of the Church;
- \* in particular, that productivity and efficiency have growing influence in educational policies, practices and school management.

The parties agree that they will meet not later than 1 September, 1996 to consider a new agreement which might be adopted by the Union and the Diocese to replace the current agreement nominally due to expire on 31 January 1997.

## 5. Salaries

- (a) This clause replaces the salaries set out in subclause 3.1 of the Award.
- (b) The minimum salary payable to full-time principals in the Diocese shall be determined in accordance with the following table:

Enrolments	Award Salary p.a.	From first full pay period commencing on or after 1st July 1994
Primary School		
1-100	45,090	47,345
101-250	51,618	54,199
251-400	53,444	56,116
401-600	55,809	58,599
601-800	57,947	60,844
Above 800	61,132	64,189

## 6. Salary Packaging

- (a) Notwithstanding clause 5 of this agreement by mutual agreement with the Diocese a principal may elect to receive:
- (i) the benefit of services provided by the Diocese; and
  - (ii) an amount in salary equal to the difference between salary calculated in accordance with the rates of pay prescribed by clause 5 of this agreement and any benefits available under subclause (a)(i) of this clause.
- (b) The Diocese, in consultation with the principal, may determine the range of benefits which are offered to the principal.
- (c) The principal may determine, within the benefits offered by the Diocese, the mix and level of benefits under subclause (a) of this clause.
- (d) Any Award payment calculated by reference to the principal's salary, and payable:
- (i) during employment; or
  - (ii) on termination of employment in respect of untaken paid leave; or
  - (iii) on death

shall receive the benefits and salary in accordance with (i) and (ii) of subclause (a) of this clause.

## **7. Staffing/Professional Development**

The parties are committed to accepting that inservice courses under Diocesan auspices will be provided for principals outside school hours and in vacation times. Due to the professional nature of such courses, it would be expected that staff would be prepared to access relevant and appropriate courses on a voluntary basis.

## **8. Religious Education Qualifications**

The parties agree that the employer will require all principals without formal religious education qualifications to undertake a course in religious education approved by the Diocese to at least the standard of the Certificate in Religious Education NSW. The parties agree that all such principals should commence an approved course within the life of this agreement.

The Diocese will only meet the cost of the course fees and other costs incurred where the principal successfully completes the course requirements. Where a principal fails the course or drops out of the course or takes longer to complete the course, then any additional fees or costs will be met by the principal concerned.

## **9. Family Leave**

Family Leave will be provided by the Diocese as set out in Annexure A.

## **10. Redeployment**

The parties agree to meet during 1994 with a view to negotiating mutually acceptable procedures for the redeployment of principals within the Diocese.

## **11. Paternity Leave**

The Diocese agrees that subject to an employee fulfilling all the requirements of Chapter 2 Part 2 Division 3 Subdivision 3 - Paternity Leave of the Industrial Relations Act 1991 the Diocese will not unreasonably withhold consent to a period of extended paternity leave.

## **12. Long Service Leave**

12.1 The provisions of the Award with respect to long service leave will apply, modified to take account of the following provisions:

- (a) for the first 10 years of service, long service leave will accrue at the rate of 1.30 weeks per year, and
- (b) for each year thereafter, long service leave will accrue at the rate of 2 weeks per year.

Other agreements to which the Diocese and the Union are party, in respect of long service leave, shall continue to apply (for instance the national portability agreement).

The increases in the rate of accrual of long service leave will only apply to service after 1 January 1995.

12.2 The Diocese of Wagga Wagga will permit principals to take long service leave in blocks of less than a full term without clause 8.4(b) of the Award coming into effect.

Provided that:

- (a) the minimum period of leave to be taken in any one application is four weeks, and
- (b) Term one of each school year is to be excluded from this provision.

Eligibility to this entitlement will arise, notwithstanding the provisions of the Award, after eight years of service.

### 12.3 Parental Leave/Long Service Leave

- (a) For the purposes of this subclause "parental leave" shall include maternity leave, adoption leave and extended paternity leave taken in accordance with clause 11.
- (b) A principal who has eight or more continuous years' service with the Diocese prior to taking parental leave shall be entitled to be paid pro-rata long service leave entitlements, either in whole or in part, calculated in accordance with clause 8 of the Award and this clause on the commencement of parental leave.
- (c) Where a principal has less than eight years continuous service but 5 or more years continuous service with the Diocese prior to taking parental leave, then the following shall apply:
  - (i) A principal shall be entitled to be paid pro-rata long service leave entitlements, either in whole or in part, calculated in accordance with clause 8 of the Award and this clause on the commencement of parental leave.
  - (ii) Where the principal's employment is subsequently terminated and the principal has no entitlement or an insufficient entitlement to long service leave under clause 8 of the Award and this clause, the Diocese may deduct from any remuneration payable on termination to the principal the amount paid to the principal for long service leave whilst on parental leave.
- (d) Where a principal has less than 5 years continuous service with the Diocese prior to taking parental leave, then the following shall apply:
  - (i) A principal shall be entitled to be paid pro-rata long service leave entitlements, either in whole or in part, calculated in accordance with clause 8 of the Award and this clause on the commencement of parental leave to a maximum of 3 weeks.

- (ii) Where the principal's employment is subsequently terminated and the principal has no entitlement or an insufficient entitlement to long service leave under clause 8 of the Award and this clause the Diocese may deduct from any remuneration payable on termination to the principal the amount paid to the principal for long service leave whilst on parental leave. If there is no remuneration payable on termination or the amount of remuneration payable is less than the amount of long service leave, the principal will be required to pay any outstanding amount to the Diocese.
- (e) Where a principal desires to be paid some or all of the long service leave entitlement whilst on parental leave, the principal will give not less than 4 weeks' notice in writing of this intention to the Diocese prior to the date on which the principal proposes to commence parental leave.
- (f) Where a principal desires to be paid long service leave while on parental leave the period of long service leave taken cannot exceed the period of time on parental leave.
- (g) Except as varied by subclauses (a) to (f) of this clause, clause 8 of the Award and Division 3 of Chapter 2 of the Industrial Relations Act will continue to apply.
- (h) The expression "continuous service" in this clause shall have the same meaning as in the Long Service Leave Act 1955.

### 13. **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 remains unresolved, it shall be referred to the General Secretary of the Union or his/her nominee and the Executive Director of the Catholic Industrial Office or his/her nominee for discussion and appropriate action.
  - (iii) If this matter cannot be resolved at this level it may be referred to the Industrial Relations Commission of New South Wales or its successor.
- (d) Nothing contained in this procedure shall prevent the General 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 their own initiative in respect of matters in dispute should such action be considered conducive to achieving resolution of the dispute.

#### 14. Duress

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

#### 15. Term

This Enterprise Agreement shall have a nominal term which shall expire on 31 January 1997.



*For and on behalf of the  
Trustees of the Diocese of  
Wagga Wagga*



~~Mr Ingle~~ Michael Crittenden  
~~Executive Officer~~ Secretary/Treasurer  
Association of Principals employed  
in Catholic schools



## ANNEXURE A

### Family Leave

- (i) For the purpose of this clause:
  - (a) "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.
  - (b) "Pressing Domestic necessity" means any domestic reason at the discretion of the employer.
- (ii) Full-time principals will be entitled to paid family leave of up to four days per annum in respect of any absence on account of illness or injuries to a member of their family or a pressing domestic necessity subject to the following conditions and limitations:
  - (a) The family leave entitlement of a part-time principal shall be in that proportion which his or her teaching hours bear to the number of teaching hours of a fulltime principal.
  - (b) A principal shall not be entitled to paid family leave unless he or she takes all reasonable steps to notify the Employer (or a person deputised by the Employer), before the start of the school day, of the reason for family leave and the estimated duration of the absence.
  - (c) A principal may be required to provide a medical certificate, a written statement or other evidence as to the reasons for the family leave.
  - (d) Where a principal is absent on family leave replacements will be arranged in accordance with the employer's policy or 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. Provided that the principal shall be entitled to a minimum of one week's sick leave in each year of service.
- (iii) Family leave for reasons other than those set out above and family leave in excess of four days shall only 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).
- (iv) Untaken family leave in any one year shall not accumulate beyond that year.
- (v) Family leave under this Agreement will be in addition to leave under subclause 7.3 Bereavement Leave of the Award.