

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA07/11

TITLE: **Teachers (Diocese of Armidale) Enterprise Agreement 2006-2008**

I.R.C. NO: IRC7/525

DATE APPROVED/COMMENCEMENT: 22 May 2007 / 22 May 2007

TERM: 19

**NEW AGREEMENT OR
VARIATION:** Replaces EA98/241.

GAZETTAL REFERENCE: 8 June 2007

DATE TERMINATED:

NUMBER OF PAGES: 11

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all teachers employed by the Trustees of the Roman Catholic Church, Diocese of Armidale, located at 125 Barney Street, Armidale NSW 2350, who fall within the coverage of the Teachers (Country and Regional Dioceses) (State) Award 2006 and the Catholic Schools Long Service Leave Portability (State) Award.

PARTIES: Trustees of the Roman Catholic Church Diocese of Armidale -&- the New South Wales Independent Education Union

TEACHERS (DIOCESE OF ARMIDALE) ENTERPRISE AGREEMENT 2006-2008

ARRANGEMENT

Clause No.	SUBJECT MATTER
1.	OBJECTIVES OF THE AGREEMENT
2.	CATHOLIC ETHOS
3.	OPERATION, SCOPE AND PARTIES TO AGREEMENT
4.	DEFINITIONS (a) Primary School (b) Secondary School (c) Central School (d) Employer (e) Director (f) CS0 (g) Award (h) Union
5.	SALARY PROVISIONS 5.1 Annual Remuneration 5.2 Travelling Expenses 5.3 Payment of Part Time Teachers for Occasional Variation of Load
6.	PROMOTIONS POSITIONS 6.1 Allowances 6.2 Promotion Positions 6.3 Managerial Position 6.4 Promotions Points 6.5 Length of Appointments 6.6 Appraisal 6.7 Appointment Procedures
7.	MISCELLANEOUS 7.1 Flexibility of Work Day 7.2 Beginning Teachers 7.3 Counselling Services 7.4 Pressing Domestic Necessity
8.	LONG SERVICE LEAVE 8.1 Long Service Leave of less than One School Term 8.2 Long Service Leave on Half Pay
9.	DISPUTES PROCEDURES

10. TERMS OF ENGAGEMENT

- 10.1 Job Sharing
- 10.2 Variation of Part Time Load
- 10.3 Professional Development
- 10.4 Special Diocesan Allowance

11. SIGNATURES

Table 1 Rate for Part Time Teachers, Occasional Variations of Load

Attachment A

1. OBJECTIVES 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;
- in particular, that productivity and efficiency have a growing influence in educational policies and practices. Schools are expected to do more with the same level of resources necessitating productivity and efficiency improvements which may be qualitative rather than quantitative.

2. CATHOLIC ETHOS

The parties acknowledge the need for Teachers to support the ethos and philosophy of Catholic education which operates in the Diocese. The parties agree to accept and support the Principles of Employment as published by the CSO and reproduced as Attachment A.

3. OPERATION, SCOPE AND PARTIES

This agreement shall come into force from the date of approval by the Industrial Relations Commission of NSW and shall continue in force until 31 December 2008

This agreement shall apply to all teachers employed by the Diocese of Armidale and who are covered by the Award. Except as provided in this agreement the conditions of employment will be in accordance with the Teachers (Country and Regional Dioceses) (State) Award 2006.

The parties to this agreement are the Trustees of the Roman Catholic Church Diocese of Armidale and the New South Wales/ACT Independent Education Union.

4. DEFINITIONS

For the purpose of this agreement:

- (a) "Primary school means a school which provides a primary education only.
- (b) "Secondary school means a school which provides a secondary education only.
- (c) "Central school means a school which provides both primary and secondary education.
- (d) "Employer" means the Trustees of the Roman Catholic Church Diocese of Armidale.
- (e) "Director" means the Director of the Catholic Schools Office Diocese of Armidale from time to time.
- (f) "CSO" means the Catholic Schools Office Diocese of Armidale.
- (g) "Award" means Teachers (Country and Regional Dioceses) (State) Award 2006
- (h) "Union" means the NSW/ACT Independent Education Union

5. SALARY PROVISIONS

5.1 Annual Remuneration

- (a) Notwithstanding subclause 4.1 of the Award an employer may offer and a teacher may elect to receive his or her annual remuneration as a combination of salary (payable fortnightly) and additional superannuation payable by the employer to any fund identified by the Award or this agreement and nominated by the employee. The sum total of such salary and superannuation benefits and any employer administrative charge will equal the appropriate salary prescribed in sub clause 4.1 of the award.
- (b) Any other payment calculated by reference to the teacher's salary and payable either:
 - (i) during employment; or
 - (ii) on termination of employment; or
 - (iii) on death

shall be at the rate of pay as set out in Table 1 of Part B, Monetary Rates of the award.

5.2 Travelling Expenses

Where the use of a teacher's own vehicle is required in connection with employment, other than for journeys between home and place of employment, the teacher shall be paid an allowance of 46 cents per kilometre. It is expected that teachers will co-ordinate travel within and between schools so as to maximise vehicle occupancy in line with the travel arrangement which form part of the Diocesan Professional Development Guidelines.

5.3 Payment of Part Time Teachers for Occasional Variations of Load

Where a part time teacher in a secondary school agrees to a request to teach occasional periods beyond usual classes and in excess of normal duties the teacher shall be paid for each period taught at the Rate set out in Table 1. Part-time teachers who undertake casual teaching duties on days that they are not required to teach will be paid at the appropriate casual rate as per subclause 4.8 of the Award.

6. PROMOTIONS POSITIONS

6.1 Allowances

The allowances for promotional positions shall be as specified in the award and in accordance with the definitions contained in this agreement. Allowances for Promotions Positions, Part B, Monetary Rates of the award shall be in addition to the salary applicable to the appointee.

6.2 Promotions Positions

(a) Definitions

Positions of special responsibility:

(i) Co-ordinator 1

A "Co-ordinator 1 " means a Teacher appointed to be responsible for or assist another co-ordinator in:

1. an area of curriculum; and/or
2. pastoral care;
3. other duties as determined by the Principal.

(ii) Co-ordinator 2

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

- 1 the supervision of a particular department or staff and/or group;
2. co-ordination of the program of work in area(s) of curriculum; and/or
3. the support and supervision of those responsible for the co-ordination of subject areas; and/or
4. other duties as determined by the Principal.

(iii) Co-ordinator 3

A "Co-ordinator 3" means a Teacher 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 Principal; and/or
2. the support and supervision of those responsible for the co-ordination of subject areas, departmental areas and/or pastoral care; and/or
3. other duties as determined by the Principal.

(iv) Special Projects Teacher

A Special Projects Teacher means a teacher appointed as such who is responsible for developing and implementing outstanding teacher practice and leadership with particular reference to the performance and quality of teachers in the school or who is required to perform other duties (of comparable level including in the area of pastoral care) requiring a high level of professional expertise.

(b) The School will be allocated promotion position points as set out in the following:

(i) The Principal after consultation with staff will determine the structure of promotion positions having regard to:

1. actual and future school and pupil needs;

2. curriculum structure and requirements;
3. Diocesan requirements;
4. sound management/ organisation practices;
5. the need to recognise and remunerate added responsibility and work in curriculum, pastoral and administrative leadership;
6. school policy and mission statement; and
7. any other matter consistent with the identified needs of the School.

(ii) Subject to the provisions of subclause 6.5, where a Principal, after consultation with staff, varies the promotion structure in the School and this variation affects the incumbent of a promotion position then at least one term's notice must be given to those affected by the alteration of promotion structure.

6.3 Managerial Position

(a) Appointments shall be made to the managerial position of Assistant Principal when schools have the following enrolments in the Commonwealth Government census of the previous year:

Primary	101
Secondary	201
Central	201

(b) These positions shall be independent of the Promotions Positions points

6.4 Promotion Points

(a) Points Table

The minimum number of promotion positions in a school shall be determined in accordance with the following tables which have been derived by considering the needs of the school communities in the area of pastoral care and curriculum. The following tables do not include allocation for Religious Education Co-ordinators or Learning Technology Coordinators (where appointed in accordance with Clause 5.5 (b) of the Award.) which are additional.

The number of positions in a school will be based on the Commonwealth Census numbers of the previous year.

The CSO will undertake a review of the promotions structure and points allocation in Central schools in early 2007. The parties will meet midyear to consider recommendations arising from the review for possible adoption and implementation in 2008.

Primary Schools	
Enrolment	Total Points
1-100	Nil
101-200	Nil
201-250	2
251-400	3
401-600	5
601-700	7

Central Schools	
0-100	Nil
101-200	1
201-300	3
301-400	5
401-500	7
501-600	8
601-700	9

Secondary Schools	
251-350	17
351-450	19
451-550	21
551-650	23
651-750	25
751-850	27
851-950	29

Each promotion position is worth the following number of promotion points:

Position	Points
Co-ordinator 3	3
Co-ordinator 2	2
Co-ordinator 1	1
Special Projects Teacher	1

(b) Rules of Allocation

- (i) The allocated points shall be distributed across roles in accordance with paragraph 6.2 (c) of this clause.
- (ii) In secondary schools, consideration is to be given to key learning areas and pastoral responsibilities.
- (iii) If after consultation with the staff agreement has not been reached as to the administrative structure for the school, the matter will be referred to the Diocesan Director for his/her decision.
- (iv) Nothing in these rules of allocation shall limit a teacher's entitlement to raise any concern with the IEU.
- (v) This paragraph does not override sub clause 5.4 of the Award in respect of the requirement to appoint a Coordinator 2 where hours of instruction aggregate more than 54 hours per week averaged over the school year.

(c) Enrolment Variations

If official enrolments vary at the Commonwealth census of the previous year to the extent that the school is placed in a different enrolment band as set out in paragraph 6.4 (a) of this clause, then the corresponding number of Promotion Position points shall apply from the commencement of the following school year. Where this variation in points results in a redistribution and/or loss of existing position(s), any such changes shall be made in accordance with sub paragraph 6.2(c)(ii).

6.5 Length of Appointments

Appointments to Co-ordinator 1, Co-ordinator 2 and Co-ordinator 3 - will be made initially for a two year period. A further appointment of three years normally will be made following a successful review of performance during the initial period.

Appointments to the position of Special Projects Teacher will be for 1 year or such other time as is advertised and recorded in a letter of appointment.

6.6 Appraisal

Each Teacher holding a promotion position will be appraised while holding that position according to a process agreed by the CSO and the IEU. To this end a working party will be established in 2007. Such appraisal will not detract from the rights of a Teacher or the employer under the current procedures.

6.7 Appointment Procedures

Positions will normally be advertised and appointments will be made through a panel process. Appointments will be made on the basis of merit and suitability. The process will incorporate principles of equal employment opportunity and affirmative action strategies. Appointees will be provided with a letter of appointment detailing tenure, role description and appraisal procedures.

7. MISCELLANEOUS

7.1 Flexibility of the Work Day

The parties are committed to the principle of flexibility in the timing and length of the school day to meet changing curriculum requirements and student needs. This will take place only after consultation with the staffs of the affected schools so that their individual needs (particularly family and carers responsibilities) may be met and after identification and attention to any OH&S considerations.

7.2 Beginning Teachers

The Diocese is committed to providing additional support to teachers in their formative years as they work toward accreditation at the level of Professional Competence.

7.3 Counselling Services

Both parties recognise teachers may require periods of leave in order to access counselling services to provide appropriate advice and assistance.

The Diocese will allow a teacher to utilise his or her sick leave entitlement pursuant to the award to accommodate these teacher needs.

The CSO, through Centacare, offers a confidential counselling service to all employees. Diocesan Education Consultants are authorised to approve a request by an employee to use this service. The Union may make such a request on behalf of an employee.

7.4 Pressing Domestic Necessity

The parties recognise the unique circumstances of teachers working in rural and regional areas and the difficulties they can encounter in accessing essential services including medical, legal and financial services. The CSO will consider applications for the use of sick leave for a pressing domestic necessity (Award Clause 11.2 (a)) in the light of this recognition.

8. LONG SERVICE LEAVE

8.1 Long Service Leave of Less Than One School Term

In addition to normal qualification requirements, the availability of long service leave for Teachers in periods other than term blocks is subject to the following conditions:

- (a) A reasonable necessity must exist, the assessment of which shall be subject to the Director's discretion.
- (b) The application will normally be granted provided professional obligations are met.
- (c) The minimum period of leave shall be one week.
- (d) Subject to the Director's discretion, the total period of leave shall be taken in week blocks.
- (e) The provisions of the Award concerning the inclusion of adjoining Pupil Vacation Periods as part of the employee's period of leave shall be waived.
- (f) Subject to the Director's discretion, leave under this arrangement can only be taken once each year.

8.2 Long Service Leave on Half Pay

A teacher may elect to receive long service leave payments at half pay for the period of leave. The parties understand that 'half pay' means that over the course of a fortnight; a teacher will receive one week of paid long service leave, followed by one week of leave without pay (LWOP). The period of LWOP will not be deemed as service for the purposes of this enterprise agreement, the Award (as amended or replaced) or any statutory entitlement.

9. DISPUTES PROCEDURE

The objective of these procedures is the avoidance or resolution of industrial disputation, arising under this Award by measures based on consultation, co-operation and negotiation.

- 9.1** Without prejudice to the other party, the parties shall ensure the continuation of work in accordance with this award and custom and practice in the schools of the employer.
- 9.2** In the event of any matter arising which is of concern or interest, the teacher shall discuss this matter with the Principal or his or her nominee.
- 9.3** If the matter is not resolved at this level, the teacher may refer this matter to the union representative in the workplace, who will discuss the matter with the Director or his or her nominee.
- 9.4** If the matter remains unresolved, it shall be referred to the General Secretary of the union or his or her nominee and the Executive Director of the Catholic Commission for Employment Relations for discussion and appropriate action.
- 9.5** If this matter cannot be resolved at this level it may be referred to the Industrial Relations Commission.

- 9.6 Nothing contained in this procedure shall prevent the General Secretary of the union or his or her nominee or the nominee of the employer from entering into negotiations at any level either at the request of a member or on his or her own initiative in respect of matters in dispute should such action be considered conducive to achieving resolution of the dispute.

10. TERMS OF ENGAGEMENT

10.1 Job Sharing

Full-time teachers may elect to work at a reduced (part-time) FTE under a job sharing arrangement in accordance with the CSO Job-Share Policy. Teachers involved in approved job-share will:

- (a) not be subject to reduction in load without mutual agreement; and
- (b) retain their status as per their contract of employment; and
- (c) receive favoured status in redundancy situations (subject to the application of normal selection criteria) where the job-sharing arrangement is entered into as a measure to minimise redundancies in a school.

10.2 Variations in Part Time Load

- (a) The parties acknowledge the need for flexibility in the appointment of part-time employees to schools with marginal/falling enrolments. Further, the parties recognise the desire of Teachers in temporary positions to achieve employment security.
- (b) All Teachers currently employed, who have held a part-time temporary position in the Diocese for more than 2 years other than under Special Funding or leave replacement, shall be appointed on an ongoing basis. The employer may vary the workload of a permanent part time teacher, but, unless by mutual agreement, the employer may not vary the work load of a part-time Teacher appointed as such by more than 0.2 FTE in any year or to more than 0.2 FTE above or below the employee's initial part-time letter of appointment.

10.3 Professional Development

- (a) 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.
- (b) The parties agree that professional development of Teachers via in-servicing will be provided for Teachers other than during face-to-face school hours.

10.4 Special Diocesan Allowance

A special diocesan allowance of \$1,833 pa will be paid to each full time teacher employed at the schools in Mungindi and Walgett. This allowance is paid on a pro-rata basis to part-time teachers employed in those schools. The rate of this allowance will be reviewed every two years.

11. SIGNATURES

Signed for and on behalf of:

Director
Catholic Schools Office

General Secretary
NSW Independent Education

Dated:

Dated:

TABLE 1

Rate per 50 minute Period for Part time Secondary Teachers for Occasional Variation to Load.

	Current	1 Jan 2006	1 Jan 2007	1 Jan 2008
1	\$ 28.66	\$ 29.53	\$ 30.40	\$ 31.31
2	\$ 31.23	\$ 32.17	\$ 33.14	\$ 34.13
3	\$ 33.32	\$ 34.32	\$ 35.34	\$ 36.40
4	\$ 35.04	\$ 36.09	\$ 37.18	\$ 38.29
5	\$ 36.95	\$ 38.05	\$ 39.20	\$ 40.37
6	\$ 38.85	\$ 40.01	\$ 41.21	\$ 42.45
7	\$ 40.75	\$ 41.97	\$ 43.23	\$ 44.53
8	\$ 42.66	\$ 43.94	\$ 45.25	\$ 46.61
9	\$ 44.56	\$ 45.90	\$ 47.27	\$ 48.69
10	\$ 46.46	\$ 47.86	\$ 49.29	\$ 50.77
11	\$ 48.36	\$ 49.82	\$ 51.31	\$ 52.85
12	\$ 50.27	\$ 51.78	\$ 53.33	\$ 54.93
13	\$ 53.02	\$ 55.40	\$ 57.90	\$ 60.21

Formula used

Rate per period = $50/2400 \times$ full-time gross fortnightly salary (rounded to whole cents)

ATTACHMENT A

Principles of Employment- Armidale Systemic Schools.

The Catholic Church has established schools to assist it in presenting a vision of reality that is found in the Good News preached by Jesus Christ. Each school is expected to serve a particular Catholic community, providing quality education for its children in an environment that reflects Gospel values.

The Catholic school is more than an educational institution: it is a key part of the Catholic Church's mission. Thus the teacher in the Catholic school is more than an employee: he or she ministers in the name of the Catholic Church.

As from the beginning of 2000 it is expected that those appointed to positions where the teaching of religion is included will have Religious Education qualifications (or will have begun to acquire a formal qualification) and the necessary background, knowledge, and professional commitment to the purposes of Catholic Religious Education and the Catholic ethos of the school. While it is acknowledged that teachers of other religious traditions will have a valuable contribution to make from time to time on a particular topic, it is expected that teachers given responsibility for Religious Education classes will be Catholics with a commitment to the practice of Catholicism.

Teachers in the Catholic school have an indispensable role to play in supporting and promoting the mission and goals of the Catholic School. It is expected therefore, of all teachers employed in a Catholic school that:

1. they will see themselves as being in cooperative partnership with parents, pastors and the Catholic community generally working towards the achievement of the school's aims;
2. they will strive, by their teaching and personal example, to develop in students an appreciation and acceptance of Catholic teaching and values;

3. they will avoid, whether by word, action or public life-style, any influence upon students that is contrary to the teaching and values of the Catholic Church in whose name they act;
4. they will accept and espouse the Catholic educational philosophy of the school;
5. they will develop and maintain an adequate understanding of those aspects of Catholic teaching that touch upon their subject areas;
6. they will be suitable, competent, trained teachers, committed to the goals of Catholic Education;
7. they will be committed to regular ongoing professional development;
8. they will actively contribute to the religious life of the school and the spiritual formation of the students.