

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA97/130

**TITLE: Teachers employed by the Catholic Schools Office,
 Diocese of Broken Bay**

I.R.C. NO: 97/3407

DATE APPROVED/COMMENCEMENT: 3 July 1997

TERM: 30 June 1999

**NEW AGREEMENT OR
VARIATION: New**

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 16

COVERAGE/DESCRIPTION OF

EMPLOYEES: To apply to Teachers employed under the Teachers (Archdiocese of Sydney and Dioceses of Broken Bay and Parramatta) (State) Award

PARTIES: Diocese of Broken Bay -&- New South Wales Independent Education Union



ENTERPRISE AGREEMENT

Teachers employed by the Catholic Schools Office,

Registered
Enterprise Agreement
Diocese of Broken Bay
Industrial Registrar

1. Title and Arrangement

This Agreement shall be known as the Catholic Schools Office, Diocese of Broken Bay Enterprise Agreement 1997 and shall be arranged as follows:

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2	Parties to the Agreement
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2. Parties to the Agreement

This Agreement is made between the Diocese of Broken Bay (the "Diocese") and the New South Wales Independent Education Union (the "IEU") a registered organisation of employees.

Registered
Enterprise Agreement

Scope of the Agreement

This Agreement shall apply to all teachers, whether members of the IEU or not, engaged in any of the occupations specified in the Teachers [Non-Government Schools] (State) Award (the "Award")

Relationship to Parent Award

This Agreement shall be read and interpreted in conjunction with the Teachers [Non-Government Schools] (State) Award (or any successor Award), provided that where there is found to be an inconsistency the terms of this Agreement shall prevail over the Award.

5. Duress

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

6. Term

This Agreement shall operate from the first pay period to commence on or after the date of certification of this Agreement and shall remain in force until 30 June 1999.

7. Catholic Ethos

The parties acknowledge the need for all teachers to support the ethos and philosophy of Catholic education which operates in the Diocese, as set down in the "Principles of Employment". (Attachment A).

8. Objectives of the Agreement

In reaching this Agreement, the parties recognise:

- the need to safeguard the quality of education 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 high quality Catholic education in the Diocese consistent with the approach of the independent school sector reported in the State Wage Case Decision of the New South Wales Industrial Relations 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;
- 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.

9. Professional Development

The parties recognise that all 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. The parties agree to support initiatives which ensure that schools meet the registration and accreditation requirements of the Board of Studies of New South Wales.

It is expected that some professional development should occur outside school hours. It would be expected that teachers attend such courses as appropriate on a voluntary basis. Professional development may include attendance at short term or long term courses concerning curriculum developments/requirements, classroom management, effective administration, interpersonal skills, etc. Such attendance may be at courses offered through the CSO, Universities, other Dioceses or related educational groups. The acquisition of relevant postgraduate qualifications for teachers aspiring to middle and senior leadership positions will be considered favourably.

10. Appraisals

A process for the appraisal of teachers, including teachers in specialist positions, and co-ordinators will be developed by the CSO in consultation with Principals and the IEU in 1997. It is the expectation that all teachers and co-ordinators will participate in the appraisal process.

The parties will complete negotiations on a performance appraisal system in 1997 in readiness for the commencement of teacher appraisals in 1998.

Negotiations on an appraisal process will include, but not be limited to, the following:

- assessment of performance and achievements
- goal setting



- professional development
- an appeals mechanism
- an agreed process for the parties to monitor the effectiveness of the appraisal process.

11. Co-Curricular Activities

The parties recognise that all teachers are expected to participate in co-curricular activities integral to the school's program, as determined by the school Principal.

12. Flexibility in the School Day

The parties are committed to consider flexibility, following consultation with school staff, in the timing and length of the school day to meet changing curriculum requirements and student needs.

In giving consideration to a more flexible school day the parties will also examine the impact which such additional flexibilities may have upon Award clauses, such as meal breaks, part-time employment, the payment of salaries for part days, etc.

13. Temporary Employees

13.1 Delete subclause (e) of clause 2 of the Award.

13.2 "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 specified 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.

13.3 The Diocese, the IEU and the teacher may agree to extend the temporary period of appointment beyond two years if the Diocese, and IEU and the teacher concerned agree. The IEU shall not withhold their consent unreasonably.

13.4 The parties recognise that a temporary employee may be appointed to another temporary position following the cessation of a temporary appointment.

14. Parental Leave in Conjunction with Long Service Leave

14.1 For the purpose of this clause "Parental Leave" shall include maternity leave, adoption leave and extended paternity leave.

- 14.2 A teacher with five or more years of continuous service with the Diocese prior to taking parental leave shall be entitled to pro-rata long service leave entitlements, either in whole or in part, calculated in accordance with clause 12, Long Service Leave of the Award and this clause on the commencement of the parental leave.
- 14.3 Where a teacher desires to take some or all of his/her long service leave entitlement whilst on parental leave, the teacher will give not less than four week's notice in writing of this intention to the Diocese prior to the date on which the teacher proposes to commence parental leave.
- 14.4 Where a teacher desires to take long service leave while on parental leave the period of long service leave and parental leave taken, when added together, can not exceed the maximum period of time of parental leave.
- 14.5 Except as varied by this Agreement, the Award and Division 1 of Part 4 of the Industrial Relations Act 1996 will continue to apply.
- 14.6 The expression "continuous service" in this clause shall have the same meaning as in the Long Service Leave Act 1955.

15. Appointment and Re-appointment Procedures for Co-ordinators

The parties agree to examine the appointment and re-appointment procedures of co-ordinators not currently on fixed term appointments.

16. Information and Communication Technology

The parties recognise that all teachers have a responsibility to respond to the demands caused by changes in information and communication technology. This responsibility requires teachers to be technically proficient and capable of managing technology in the teaching and learning process.

The parties encourage all teachers to be aware of changes in information and communications technology and to develop the necessary computer literacy to enable themselves to participate appropriately in such developments.

It is agreed that discussions regarding the implementation of this clause for 1998 will take place in 1997.

17. Promotions Positions

The promotions positions in the schools operated by the Diocese will be as set out in *Attachment B* to this Agreement.



18. Class/es Sharing Arrangements

The parties recognise the ongoing need for staff to balance appropriately work and family life.

The parties are mindful of facilitating the employment of women in schools particularly during periods of child rearing.

The parties are mindful of the obligations also to provide the highest quality of education to pupils so as to ensure they are not disadvantaged during periods of class/es sharing.

Having regard to these principles, where appropriate all reasonable steps will be taken to provide effective class sharing arrangements.

19. Redeployment

The parties recognise that due to changing curriculum needs, declining enrolments or restructuring, teaching opportunities may alter within the Diocese. To assist with the management of such situations and to minimise the likelihood of forced redundancies the parties have negotiated Redeployment and Mobility Procedures. The Agreement on Redeployment is *Attachment C* to this Agreement.

20. Restructuring

In the event of significant change in the nature and/or composition of a school the IEU will be advised of such changes and appropriate negotiations will ensue between the CSO and the IEU. A teacher who prior to this event held a promotion position and was unsuccessful in obtaining a new position will continue to be paid the allowance for a one year period and may be assigned specific duties for this period.

21. Dispute Avoidance and Grievance Procedures

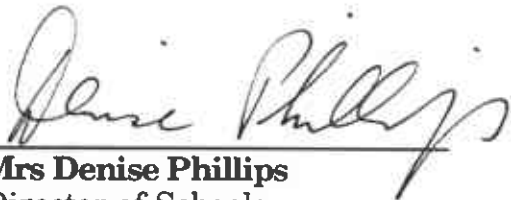
21.1 The object of these procedures is the avoidance and resolution of industrial disputation arising under this Agreement, by measures based on consultation, co-operation and negotiation.

21.2 Without prejudice to either party, the parties shall ensure the continuation of work in accordance with the Award, this Agreement and custom and practice in the Diocese.

21.2.1 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/her nominee.

21.2.2 If that matter is not resolved at this level the teacher may refer this matter to the IEU, who will discuss the matter with the Principal and/or the Diocesan Director or his/her nominee.

- 21.2.3 If the matter remains unresolved, it shall be referred to the General Secretary of the IEU or his/her nominee and the Executive Director of the Catholic Industrial Office or his/her nominee for discussion and appropriate action.
- 21.2.4 If this matter cannot be resolved at this level it may be referred to the Industrial Relations Commission of New South Wales.
- 21.3 Nothing contained in this procedure shall prevent the General Secretary of the IEU, 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.



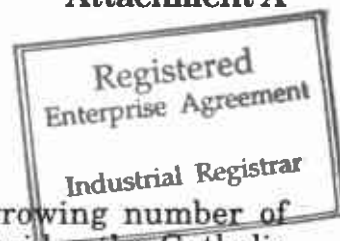
Mrs Denise Phillips
Director of Schools
Catholic Schools Office
Diocese of Broken Bay



Mr Dick Shearman
General Secretary
NSW Independent Education
Union

Attachment A

Principles of Employment



The philosophy of Catholic education, expressed in a growing number of documents and policy statements over the last decade, guides the Catholic schools in its functioning. Whilst it is accountable to the community at large for the provision of quality education to young citizens, it is also accountable to the Catholic Church community for providing this within the context of Gospel values as espoused by the Catholic tradition. The Catholic school is more than an educative institution: it is a key part of the Catholic Church, an essential element in the Church's mission. So too, the teacher in the Catholic school is more than an employee: he/she ministers in the name of the Catholic Church.

All teachers in the Catholic school have an indispensable role to play. It is expected of all teachers employed in a Catholic school that they:

- by their teaching and personal example strive to inculcate in students an appreciation and acceptance of Catholic teaching and values;
- avoid, whether by word action or known life style any influence upon students that is contrary to the teaching and values of the Catholic community in whose name they act;
- accept and espouse the Catholic educational philosophy of the school;
- develop and maintain an adequate understanding of those aspects of Catholic teaching that touch upon their subject areas;
- be suitable, competent trained teachers committed to the goals of Catholic education;
- be committed to regular ongoing professional development.

Attachment B

Promotions Positions

1. The Principal, after consultation and agreement with the IEU and members of the school community will determine the structure of the Promotions Positions, not including promotions positions in Religious Education, having regard to:
 - 1.1 actual and future school and pupil needs;
 - 1.2 curriculum structure and requirements;
 - 1.3 maintenance of a balance between pastoral care and curriculum positions;
 - 1.4 Board of Studies requirements;
 - 1.5 the results of a school renewal and review and consultations with the Diocese;
 - 1.6 best management organisation practices;
 - 1.7 the need to recognise and remunerate added responsibility and work in curriculum, pastoral or administrative leadership;
 - 1.8 Diocesan practice; and
 - 1.9 any other matter consistent with the identified needs of the school.

2. Not including Religious Education, the Diocese will allocate a minimum of points according to the following table:

Primary Enrolments	Points
0-200	-
201-250	2
251-400	3
401-600	5
601-700	7

Secondary Enrolments	7-10	7-12	11-12
201-300			
301-400	13	15	-
401-500	15	17	-
501-600	16	18	20
601-700	23	24	21
701-800	25	25	23
801-900	27	29	-
901+	-	32	-

3. *Primary Schools*

In primary schools, the points may be allocated in the following manner:

- 201-250 one two point Co-ordinator or two one point Co-ordinators;
251-400 one two point Co-ordinator plus one one point Co-ordinator
or one three point Co-ordinator;
401-600 two two point Co-ordinators plus one one point Co-ordinator
or one two point Co-ordinator plus one three point
Co-ordinator;
601-700 three two point Co-ordinators plus one one point
Co-ordinator or two two point Co-ordinators plus a three
point Co-ordinator or two two point Co-ordinators plus three
one point Co-ordinators.

Provided that:

- (i) Such changes will only be introduced after vacancies occur by way of movement of staff or expiration of existing appointments;
 - (ii) as part of restructuring, no staff member will be forced to relinquish a position of special responsibility to create such a vacancy.
4. Where a Principal in accordance with clause 1, varies the promotions structure in the school and this variation affects a current incumbent of a promotion position then at least one term's notice must be given to those affected by the alteration of promotions structure.
- 4.1 During the period contained in clause 4 an incumbent who is affected by the alteration may discuss this matter with the Principal.
 - 4.2 If the matter is not resolved at this level the teacher may refer this matter to the IEU chapter representative or fellow staff member who will discuss this matter with the Diocese.
 - 4.3 If the matter remains unresolved, and it is deemed appropriate by the employee, it shall be referred to the General Secretary of the IEU or his/her nominee, who will discuss the matter with the Diocese. The Diocese may also involve the Catholic Industrial Office in these discussions.
 - 4.4 Nothing contained in this procedure, except the time limit, shall prevent the General Secretary of the IEU 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.

5. 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



6. *Primary Schools*

Promotion Positions are defined as follows:

6.1 Co-ordinator 1

This position involves the responsibility for a specific task for a set period of time. The task should be one that is of importance for the school at a given time, e.g.

- 6.1.1 to oversee the implementation of a Key Learning Area (KLA) which has been developed by the staff and requires ongoing professional development and resourcing;
- 6.1.2 to co-ordinate the development of a school's assessment and reporting procedures;
- 6.1.3 to manage the school's health and hygiene needs including supervision of cleaners, disposal of garbage and the ordering of equipment;
- 6.1.4 the co-ordination of the school's health and fitness program including daily fitness, weekly sport and sporting carnivals.

6.2 Co-ordinator 2

This position involves the responsibility for a significant school activity or initiative. Such activities should involve all or most of the staff and other members of the school community, e.g.

- 6.2.1 to be responsible for the introduction, development and implementation of a KLA: this would include inservicing of teachers and parents the development of overviews and the trialing, evaluation and resourcing of units;
- 6.2.2 to undertake the research and development of a program of school and community interaction, including communication, reporting procedures and parent involvement;

6.2.3 to research and develop a whole school approach to child management.

6.3 Co-ordinator 3

This position would involve the responsibility for a major school program or initiative. Such programs would involve the whole school community including staff, clergy, parents and the wider school community, e.g.

6.3.1 the co-ordination of a community Vision Statement for the school;

6.3.2 the implementation of a Vision Statement in the life of the school and its community;

6.3.3 the overall responsibility for all KLA's in the school. This would include inservicing of parents and community as well as staff.

7. *Secondary Schools*

Promotion Positions are defined as follows:

7.1 Co-ordinator 1

A Co-ordinator 1 means a teacher appointed to be responsible for or assist another Co-ordinator in one or more of the following areas:

7.1.1 the program of work in an area of curriculum;

7.1.2 Pastoral Care of a year group less than 120;

7.1.3 supervising a program of staff development;

7.1.4 induction and supervision of new teachers;

7.1.5 the application of learning and teaching research to classroom practice;

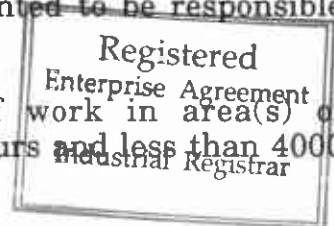
7.1.6 supervision and management of a particular extra-curricular area within the school e.g. sport, outdoor education;

7.1.7 other appropriate duties as determined by the Principal, consistent with the above.

7.2 Co-ordinator 2

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

- 7.2.1 co-ordination of the program of curriculum over 2000 indicative hours and less than 4000 indicative hours per annum;
- 7.2.2 co-ordination of Pastoral Care in a year group of more than 120;
- 7.2.3 other appropriate duties as determined by the Principal, consistent with the above.



7.3 Co-ordinator 3

A Co-ordinator 3 means a teacher appointed to be responsible for:

- 7.3.1 co-ordination of all curriculum areas within the school;
- 7.3.2 providing support and supervision for those responsible for the co-ordination of KLA's within the school;
- 7.3.3 co-ordination of the whole school Pastoral Care program;
- 7.3.4 other appropriate duties as determined by the Principal, consistent with the above.

- 8. All appointments to promotions positions will be made on the basis of merit and suitability and will normally and appropriately be advertised.
- 9. All teachers in promotions positions, including those appointed to promotion positions after the registration of this Agreement will receive a letter of appointment to the position which will set out the duties to be performed by the teacher in the school and the period of the appointment.
- 10. Each teacher appointed to a promotion position will be inducted into that position, in accordance with Diocesan practice.
- 11. 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 the teacher or the employer under Disputes and Grievance practice in existence at the school.

12. Any teacher required by the Diocese to act in a promotion position for at least ten consecutive school days shall be paid for doing so 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 fifty two (52) weeks. Provided that a teacher may be employed for a specified 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 in the Diocese.
13. 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.

Attachment C

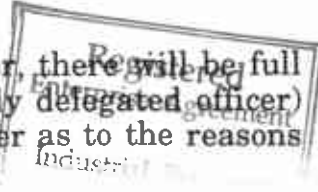
Redeployment Policy and Mobility



1. The number of temporary teachers holding **permanent or surplus** are listed for each school.
2. The number of teachers retiring or resigning leaving **permanent** vacancies are listed for each school.
3. The number of teachers granted leave (e.g. LSL, Maternity or LWOP) which create **temporary** vacancies are listed for each school.
4. The number of positions expressed as Full Time Equivalent which are surplus as a result of staffing allocations are listed for each school.
5. Details of above are published to all teachers and requests to transfer are accepted. Transfers are open to all teachers including those from schools not affected by staff reductions.
6. All applications for transfer are considered in light of vacancies available and surplus teachers. Each applicant has nominated up to five (5) schools or areas from the list. Transfers are made as appropriate with preference given to teachers surplus in their school.
7. If more than one applicant has applied for the same vacancy, the teacher surplus in their school gains the transfer, otherwise the longest serving applicant gains the transfer.
8. The process continues until all applicants for transfer leave have as far as possible been placed at nominated schools.
9. If any applicants are unable to be placed at schools applied for they are contacted and advised of same. If interested, other unfilled vacancies are discussed. Applicants either elect to stay at their present school or accept one of the unfilled vacancies discussed.
10. If vacancies still remain and surplus teachers exist in some schools then the employer may request a teacher to transfer from one school to another within the Diocese.

The employer will indicate to the teacher that the request may be accepted or rejected by the teacher and, if rejected, will not affect the position currently held by the teacher.

11. If vacancies still remain and surplus teachers exist in some schools the employer may require a teacher to transfer.

12. The surplus teacher in the school or in the KLA/Department will be determined either as the longest serving member of staff or in accordance with the needs of the school as determined by the Consultant and the Principal taking into account the long term plan for the school.
13. Where the employer proposes to transfer a teacher, there will be full consultation between the employer (through a duly delegated officer) and the teacher or the IEU on behalf of the teacher as to the reasons for the transfer. 
14. Where the employer proposes to transfer a teacher, the teacher will be given as much notice as possible of the proposed transfer.
15. The employer will not normally require a teacher to transfer to a school more than 25 kilometres by road from the teacher's place of residence unless the only positions available are beyond this distance.
16. The teacher will be offered one school for transfer and where possible an alternative will be offered. A response will be required within three (3) school days.
17. Should a teacher consider that a requirement by the employer to transfer to be unfair, harsh or unreasonable, the teacher or the IEU on behalf of the teacher may lodge a written request for a review of the decision with the employer within two (2) weeks of receiving notice of such transfer.
18. If the teacher is not satisfied as a result of the discussions then the teacher may request a joint meeting with a nominee of the employer and a person nominated by the IEU.
19. If no vacancy is available for a surplus teacher or a suitable transfer cannot be negotiated then discussion will occur between the employer and the teacher or the IEU on behalf of the teacher on an appropriate redundancy payment.