

REGISTER OF  
ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA99/3

TITLE: Teachers and Principals (Catholic Diocese of Wilcannia-Forbes)  
Enterprise Agreement 1998

I.R.C. NO: 98/6059

DATE APPROVED/COMMENCEMENT: 20 November 1998

TERM: 31 December 1999

NEW AGREEMENT OR  
VARIATION: New

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 12

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** Applies to Teachers and Principals who are engaged pursuant to the Teachers (Country and Regional Dioceses) (State) Award and the Principals (Country and Regional Dioceses) (State) Award

**PARTIES:** Catholic Education Office Diocese of Wilcannia/Forbes -&- New South Wales Independent Education Union





**TEACHERS AND PRINCIPALS**

**(CATHOLIC DIOCESE OF WILCANNIA-FORBES)**

**ENTERPRISE AGREEMENT 1998**

## ARRANGEMENT

Clause No.	Subject Matter
1.	Objectives
2.	Parties to the Agreement
3.	Operation and Scope of Agreement
4.	Religious Education
5.	Annual Remuneration, Teachers and Principals
6.	Flexibility in School Day
7.	Promotion Positions
8.	Professional Development
9.	Assessment
10.	Skill Development
11.	Additional Leave
12.	Isolation Allowances
13.	Travelling Expenses
14.	Disputes Procedure
15.	Occupational Superannuation
16.	Award Definitions Varied by Enterprise Agreement
17.	No Extra Claims
Attachment A	Principles of Employment





## **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 consistent with the approach of the independent school sector reported in the 1992 State Wage Case Decision of the New South Wales Industrial Commission;
- 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. Parties to the Agreement**

This Agreement is made between the Diocese of Wilcannia-Forbes and the NSW Independent Education Union.

## **3. Operation and Scope of the Agreement**

This Agreement shall come into force from the date of registration and shall continue in force until 31 December 1999.

The Agreement shall apply instead of the Teachers (Country and Regional Dioceses) (State) Award ("Teachers Award") and the Principals (Country and Regional Dioceses) (State) Award ("Principals Award") with respect to any matter dealt with in the Agreement.

Provided further that the Agreement shall not apply to the following persons:

- (a) Teachers of music or other individual arts who are remunerated on an individual fee basis.
- (b) Members of a recognised religious order and/or Clerks in Holy Orders, and/or Ministers of Religion; **provided that** application may be made on behalf of any such member to be included within the scope of this Agreement.
- (c) Employees within the jurisdiction of the Independent Schools and Colleges, General non-teaching Staff &c. (State) Conciliation Committee and the Kindergartens &c. (State) Conciliation Committee.
- (d) Persons employed in kindergartens, nursery schools or other pre-school centres licensed as child care centres under *the Children (Care and Protection) Act 1987*.

#### 4. Religious Education



All teachers and principals employed by the Diocese are required to be suitably qualified to teach religious education. Where qualifications have not been gained prior to appointment, teachers and principals will need to gain accreditation in accordance with Chapter 13 of Education Handbook to teach Religious Education. This is a condition of appointment for teachers and principals employed since 1 January 1987.

#### 5. Annual Remuneration, Teachers and Principals

- (a) Notwithstanding subclause 3.1 of the Award, a teacher or a principal may elect to receive his or her annual remuneration as a combination of salary (payable fortnightly) and benefits payable by the employer. The sum total of such salary, benefits, Fringe Benefits Tax and any employer administrative charge will equal the appropriate salary prescribed in subclause 3.1 of the Award.
- (b) The employer will determine the range of benefits available to principals and teachers and the principal or teacher may determine the mix and level of benefits as provided in paragraph (a) of this subclause.
- (c) Any other payment calculated by reference to the principal's or 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 3 of Part B, Monetary Rate of this Award.

## 6. Flexibility in School 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. Proposals to alter the current practice would be discussed with relevant members of the staff and school community and suitable agreements which meet the school's and individual teachers' needs, based on such discussions, reached.

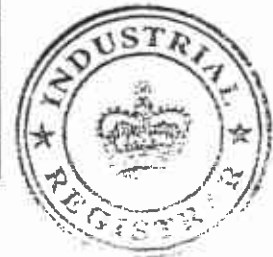
## 7. Promotion Positions

### 7.1 Minimum Number of Promotion Positions

The Diocese will allocate up to 55 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 at Previous Year's Census Date	Promotion Points
1 - 100	Nil
101 - 200	4
201 - 300	6
301 - 400	8



### 7.2 Consultation

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:

1. actual and future school and student needs;
2. curriculum structure and requirements;
3. Board of Studies requirements;
4. the results of a school renewal or review and consultations with the Diocese;
5. best management/organisation practices;
6. the need to recognise and remunerate added responsibility and work in curriculum, pastoral or administrative leadership;
7. Diocesan practice; and
8. any other matter consistent with the identified needs of the school.

### 7.3 Varying Promotion Positions

- (a) Where a principal in accordance with clause 7.2 varies the promotion 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 promotion structure.
- (b) In the case where it is proposed that a school which, under the Award, would be entitled to an assistant principal, plans to restructure this position then it shall be discussed with the Union prior to implementation. No conversion of an assistant principal position will be allocated to more than three teachers.
- (c) Under this clause the executive structure of the school could be: Co-ordinator 3 and Co-ordinator 1; 2x Co-ordinator 2; Co-ordinator 2 and 2x Co-ordinator 1.
- (d) During the period of consultation referred to in 7.2 an incumbent who is affected by a proposed alteration may discuss this matter with the principal.
- (e) 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 Director of Schools.
- (f) 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 Director of Schools. The Director of Schools may also involve the Catholic Commission for Employment Relations in these discussions.

### 7.4 Promotion Points

- (a) Each promotion position is worth the following number of promotion points:

<u>Positions</u>	<u>Points</u>
Assistant Principal	4
Co-ordinator 3	3
Co-ordinator 2	2
Co-ordinator 1	1
Senior Teacher 2	1



- (b) A "Co-ordinator 1" means a teacher so appointed to be responsible for or assist another co-ordinator in:



- (1) an area of curriculum; and/or
  - (2) pastoral care; and/or
  - (3) other duties as determined by the employer.
- (c) A "Co-ordinator 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 employer.
- (d) A "Co-ordinator 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 employer.
- (e) 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. The assistant principal is equivalent to four points on the promotion scale. The position may be varied in accordance with paragraphs 7.3 (a), (b), (c). The assistant principal may be called upon to act as a substitute in the absence of the principal.
- (f) 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.

## 7.5 Appointments

- (a) All appointments to promotion positions will be made on the basis of merit and suitability and will normally and appropriately be advertised.
- (b) 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
- (c) Each teacher appointed to a promotion position will be inducted into that position, in accordance with Diocesan practice.



- (d) 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.
- (e) 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.
- (f) Any teacher required by the Diocese to act in a promotion position for at least ten 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.
- (g) 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.

## 8. Professional Development



### 8.1 Inservice

- (a) It is recognised that teachers and principals, 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) Additional Inservice opportunities will be provided during non-school hours to meet the demand for professional development.

### 8.2 Staff Appraisal

Staff appraisal, an important component of the Diocese's professional development strategy, will be fully implemented in 1999 in consultation with the union.



## 9. Assessment

- 9.1 In Diocesan schools an assessment of a teacher shall be by an Assessment Panel in accordance with Subclause 3.5 of the Award shall be by an Assessment Panel. A teacher who is eligible pursuant to paragraph 3.5(a) of the Award may apply to the Director of Schools for reclassification or progression. An Assessment Panel, comprising a principal of a Diocesan school, a nominee of the employer, and a teacher of a Diocesan school, shall be formed.
- 9.2 The Assessment Panel shall make a recommendation to the Director of Schools in accordance with the criteria contained in paragraph 3.4(b) of the Award. In making its recommendation, the Panel may consider the following:-
- (a) Documentation supplied by the applicant;
  - (b) A report (or more than one, if appropriate) on the teacher's performance related to the criteria prepared by the applicant's supervisor (or supervisors, if appropriate) and provided to the applicant not less than one week prior to the consideration by the panel of the application;
  - (c) An interview with the applicant, if the applicant or the Panel so requests;
  - (d) Knowledge by the panel of the teacher's work in the school.
- 9.3 Where an Assessment Panel does not recommend an application by a teacher for reclassification or progression, it shall state its reasons to the Director of Schools who should indicate to the teacher areas where the Panel considers improvement is required to meet the criteria.
- 9.4 A recommendation for classification or progression pursuant to this clause, if approved by the Director of Schools, shall take effect from the beginning of the first full pay period after the teacher is eligible for such classification or progression or from the date of application by the teacher, where such date is after the date on which the teacher becomes eligible. In the case of a teacher who becomes eligible during a period of paid leave, such classification or progression shall take effect from the date of eligibility.

## 10. Skill Development

### 10.1 Induction

A teacher or principal in his or her first two years of experience shall participate in an induction process.

The induction process shall be determined by the employer or in the case of teachers, the principal in consultation with the teacher, to assist the teacher's

or Principal's professional development which shall be reviewed regularly throughout the year.

- 10.2 A teacher may request and be given from time to time by the employer or the principal appropriate documentation as evidence of the teacher's professional development and experience. These documents may, if the teacher wishes, form a portfolio which shall remain the property of the teacher.
- 10.3 A principal may request and be given from time to time by the employer appropriate documentation as evidence of the principal's professional development and experience. These documents may, if the principal wishes, form a portfolio which shall remain the property of the principal.
- 10.4 Where the employer considers that a problem exists in relation to the teacher's or principal's performance the employer shall not use any agreed development process in substitution for, or as alternative to, in whole or in part, procedures which apply to the handling of such problems.
- 10.5 A teacher or principal returning to teaching after an absence of five or more years shall be offered support through an induction process as provided for in subclause 10.1 with appropriate modification and shall be expected to participate as appropriate.



## 11. Additional Leave

Full time permanent teachers and principals who are employed in communities north of the Barrier Highway and on the Darling River (Brewarrina, Bourke, Wilcannia) for twelve months may apply to their principal, or the Director of Schools in the case of Principals, for an additional two days paid leave per year (not being compassionate, sick or family leave).

## 12. Isolation Allowances

The isolation allowances set out below will be phased in over three years. The first year will apply to those teachers and principals employed as at February 1998.

### Wilcannia, Bourke, Brewarrina

Full-time permanent teachers and principals employed at St Therese's Community School, Wilcannia; St Ignatius' School, Bourke; St Patrick's School, Brewarrina will receive an isolation allowance as detailed below. Part-time permanent teachers will receive a pro-rata amount.

First Year	Second Year	Third + Year
\$500	\$750	\$1,000

### 13. Travelling Expenses

- (a) Where the use of an employee's own vehicle is required in connection with employment, other than for journeys between home and place of employment, the employee shall be paid an allowance of 37 cents per kilometre. This provision shall be applicable from the commencement of the 1999 School Year.
- (b) Travelling and other out of pocket expenses reasonably incurred by an employee in the course of duties required by the employer, shall be reimbursed by the employer.

### 14. Disputes Procedure



The objective of these procedures is the avoidance or resolution of industrial disputation, arising in relation to the parties to this Agreement by measures based on consultation, co-operation and negotiation.

- (a) Without prejudice to either party, the parties shall ensure the continuation of work in accordance with this Agreement and custom and practice in the schools of the employer.
- (b) 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.
- (c) 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 principal who may discuss the matter with Director of Schools.
- (d) If the matter remains unresolved, it shall be referred to the General Secretary of the Union or his or her nominee and the Director of Schools of the Diocese or his or her nominee for discussion and appropriate action. The Director of Schools may request assistance from the Catholic Commission for Employment Relations.
- (e) If this matter cannot be resolved at this level it may be referred to the Industrial Relations Commission.
- (f) 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.

### 15. Occupational Superannuation

"Fund" in clause 19 of the Teachers Award includes the Wilcannia-Forbes Superannuation Fund.

## 16. Award Clauses Varied by Enterprise Agreement

In the Diocese of Wilcannia-Forbes the Teachers <sup>Country and Regional</sup> (Non-metropolitan Dioceses) (State) Award is amended by the following definition applying instead of definition 2(c) of the Teachers Award:


"Part-Time Teacher" means a teacher who is engaged to work regularly in a school, but not more than .8 of the normal hours which a full-time teacher at the school is required to teach unless the employer, the IEU and the teacher reach agreement to do additional work. Where the teacher agrees, the IEU will not unreasonably withhold consent.

## 17. No Extra Claims

The employees and their representative Union will make no extra claims in relation to matters contained in this Agreement.



Victor Dunn  
Director of Schools  
Diocese of Wilcannia-Forbes



Richard Shearman  
General Secretary  
New South Wales Independent  
Education Union