

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA02/113

TITLE: Teachers employed by the Executive Director of Schools, Catholic Education Office, Archdiocese of Sydney

I.R.C. NO: 2002/1219

DATE APPROVED/COMMENCEMENT: 19 March 2002

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COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to teachers employed by the Executive Director of Schools, Archdiocese of Sydney.

PARTIES: Catholic Education Office, Archdiocese of Sydney -&- the New South Wales Independent Education Union

ENTERPRISE AGREEMENT

**Teachers employed by the Executive Director of Schools,
Catholic Education Office,
Archdiocese of Sydney**

Arrangement

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1. Parties to the Agreement

This agreement is made between the delegate of the Archbishop of Sydney, the Executive Director of Schools, Archdiocese of Sydney (the "Archdiocese") and the NSW/ACT Independent Education Union (the "IEU") a registered organisation of employees.

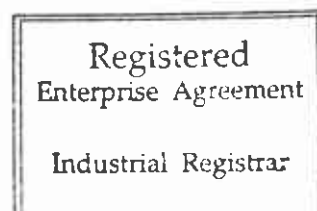
2. Scope of Agreement

This agreement shall apply to teachers employed by the Executive Director of Schools, Archdiocese of Sydney.

3. Objects of the Agreement

In reaching this Agreement, the parties have recognised:

- * the need to maintain a working environment in which education can be provided in harmony with the Archdiocesan School System's aims, objectives and philosophy, recognising the role of parents and the Parish community in Catholic systemic schools;
- * the need to safeguard and improve the quality of teaching and learning within the systemic schools of the Archdiocese and the public perception of it;
- * a mutual responsibility to support, develop and enhance systemic schools and colleges within the Archdiocese;
- * the autonomy and authority of the Archdiocese, as well as the professional standing of the teaching staff in systemic schools;
- * the variety of managerial and educational arrangements that exist, requiring flexibility in the application of regulations that govern employment practices;
- * the intention of this Agreement is to assist and promote the delivery of education of a high quality in the systemic schools of 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;
- * efficiency, in particular, as a growing influence in educational policies and practices; as a consequence, the school system is expected to do more with the same level of resources, necessitating productivity and efficiency improvements. However, improvements in efficiency in the educational sector, are often of a qualitative rather than a quantitative kind.



4. Award

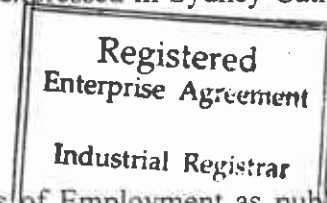
Except as provided by this agreement, the conditions of employment of teachers in systemic schools of the Archdiocese of Sydney will be in accordance with the Teachers (Archdiocese of Sydney and Dioceses of Broken Bay and Parramatta) (State) Award.

5. Catholic Ethos

The parties acknowledge the need for teachers to support the ethos and philosophy of Catholic education which operates in the Archdiocese. They acknowledge that Catholic schools in the Archdiocese of Sydney are part of the evangelising mission of the Catholic Church and agree to overtly support the Basic Assumptions of the Sydney Archdiocesan Catholic Schools (SACS) Board document "*Catholic Schools - A Vision Statement for the Archdiocese of Sydney*", and the System's Mission as expressed in Sydney Catholic Schools *Towards 2005 Strategic Management Plan*.

Principles of Employment:

The parties agree to accept and support the Principles of Employment as published by the Catholic Education Office, Sydney. These Principles of Employment form part of this Agreement as *Attachment A*.



6. Towards 2005 - Strategic Management Plan

This agreement has been negotiated by the parties cognisant of the existence of the Sydney Catholic Schools, *Towards 2005 Strategic Management Plan*.

The parties recognise the significance of, and the context provided by, the Priorities and Recommendations set out in the Sydney Catholic Schools *Towards 2005 Strategic Management Plan*.

7. Financial Assistance for Teachers Acquiring Qualifications in Religious Education.

The parties agree that Religious Education is a major priority for systemic schools in the Archdiocese of Sydney and is articulated as Priority 2 of the Sydney Catholic Schools *Towards 2005 Strategic Management Plan*. In order to assist teachers reach the minimum standard required by the Sydney Archdiocesan Catholic Schools Board (*SACS Board Bulletin No. 12*), the Catholic Education Office will reimburse the course tuition and enrolment fees payable by teachers who are permanently employed in systemic schools and who are undertaking study in Religious Education up to this minimum standard.

8. Resourcing of Systemic Schools

The parties acknowledge that the resourcing of schools occurs within a context significantly dependent upon Commonwealth and State Government funding support.

In particular, both parties share a general concern that insufficient resources have been allocated by governments to education and particularly to the primary sector and to students with special needs.

9. Patterns of Organisation and Teaching

The parties are committed to the principle of flexibility in the patterns of organisation and teaching to meet changing curriculum requirements and student needs, with due regard for the appropriate teaching load assigned to individual teachers. In this context the parties have negotiated and implemented the Framework Document on Work Practices for both Primary and Secondary schools.

Where change to existing custom and practice is sought, Principals will consult with teachers and the IEU chapter as appropriate at an individual school level to ensure students have maximum opportunities to participate in emerging curriculum initiatives.

10. Co-Curricular Duties of Teachers

Catholic Systemic schools have always promoted co-curricular activities as an integral part of the total education offered. The parties therefore recognise that all teachers are required to participate in co-curricular activities as indicated at the time of appointment to the school and in keeping with the custom and practice of each individual school.

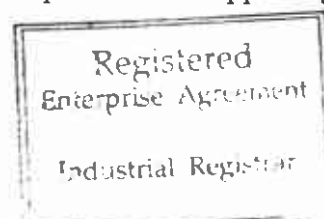
11. Ensuring Quality in Systemic Schools

The Catholic Education Office (CEO), Sydney has developed a number of processes aimed at providing the highest quality religious and general education for students in Catholic schools.

The parties to this Agreement acknowledge the continuing need to enhance the quality of education. The parties therefore will support the ongoing implementation of the following current processes:

(a) Personnel Performance Planning & Review

Personnel Performance Planning and Review (PPPR) is an annual one-to-one process of goal-setting and review, aimed at the continuing development of leadership/management, and teaching and learning practices within a school. It contains elements of both development and accountability. It is closely linked to the School Review and Development cycle, and will assist the Principal to manage that cycle. A Regional Consultant from the CEO, Sydney is responsible for conducting this process with the Principal and for supporting the Principal's PPPR work with other staff.



The parties recognise and acknowledge that PPPR for classroom teachers will be part of ongoing professional development for teachers in Systemic schools, leading to an enhancement of the quality of teaching and learning.

(b) School Review and Development

School Review and Development (SRD) establishes a cycle within which a school reviews its operations, clarifies its purposes, draws up a four-year strategic plan, and implements the plan over that period. The school then embarks on the next SRD cycle, thus establishing a recurring pattern of school review, development and accountability.

The Educational Audit, which specifically monitors compliance with the Education Act 1990, operates in conjunction with SRD, and focuses on Registration and Accreditation requirements of the NSW Board of Studies. It also focuses on system priorities as set out in the Sydney Catholic Schools *Towards 2005* Strategic Management Plan. The Educational Audit may highlight for a school some issues to be addressed through the other processes.

The parties will utilise the information available to them to monitor and review the Educational Audit process to ensure that its operation is consistent in achieving its stated aims.

(c) Disciplinary Procedures - Teachers

The parties acknowledge the existence of "*Procedures for Addressing Performance Related Matters and Professional Competence*" agreed 21 December 2000 between the IEU and the CEO, Sydney and are committed to the ongoing use of such procedures where a teacher's performance is deemed by the principal to be unsatisfactory.

However, the parties are of the opinion that normal procedures in the management of staff relations would include appropriate performance counselling sessions. Such an approach, it is hoped, would preclude the need for formal disciplinary procedures.

12. Long Service Leave

This clause replaces sub clauses 13.4, 13.7 and 13.9 of the Award with respect to teachers in the Archdiocese of Sydney.

12.1 Conditions of Taking Leave

- Registered
Enterprise Agreement**
- Industrial Registrar
- (a) Where a teacher has become entitled to long service leave, the employer shall give leave to the teacher and the teacher shall take the leave as soon as practicable, having regard to the needs of the employer and the teacher. A teacher should give two school terms' notice of his/her wish to take leave. The employer shall give the teacher not less than two school terms' notice of any requirement that such leave be taken.
- (b) A teacher may request and be granted up to one week's leave without pay to be taken in addition to long service leave such that the total period of leave comprises one or more complete school terms.

- (c) Long service leave will be exclusive of student vacation periods adjacent to the period of leave provided the conditions in sub-clause 12.4 apply.
- (d) Where a teacher is entitled to an amount of long service leave which is in excess of a school term the teacher may elect not to take that part of the long service leave which is in excess of a term (the deferred leave), until such time as the teacher accumulates further entitlements which when taken together with the deferred leave enables long service leave to be taken for a whole term.

12.2 Payment in Lieu of Long Service Leave

Where a teacher has an entitlement to long service leave and takes leave in accordance with the NSW Long Service Leave Act (i.e. at least for a month) the teacher and the employer may agree that, in addition to payment for the long service leave to be taken, the teacher be paid an amount in lieu of any additional long service leave accumulated by the teacher.

Any payment arising from the conditions applicable in this subclause will be paid by the employer upon the commencement of the teacher's long service leave.

12.3 Part time Teachers – Casual Work or Compression

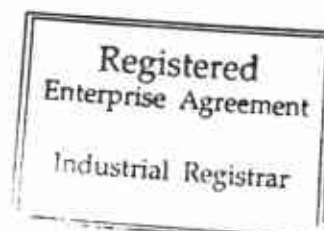
A part time teacher may:

- (i) work casually while on long service leave, providing he/she does not work on the days which would otherwise form part of the rostered days for part time employment; or
- (ii) compress the part time leave weeks into full time equivalent weeks, thereby taking a shorter period of leave than would otherwise apply, albeit at a higher weekly (ie. full time equivalent) salary rate,

12.4 Long Service Leave in Short Blocks

A teacher may be granted long service leave of less than a full term without the leave being inclusive of any adjacent student vacation period provided:

- (i) he/she has eligible service of at least 5 years; and
- (ii) the application is approved by the school Principal having regard to the educational needs of the students, critical times of the school year and the personal circumstances of the teacher; and
- (iii) the minimum period to be taken is 2 weeks, and
- (iv) the leave falls within a term.



13. Professional Development

The parties recognise that professional development is a shared responsibility with regard to both time and resources and that teachers, as professionals, have an ongoing need to participate in professional development. Among other issues, requirements on teachers for professional development arise from :

- (i) changes to curriculum;
- (ii) broad community expectations of schools;
- (iii) Archdiocesan policy initiatives;
- (iv) Government requirements.

The parties accept that some professional development occurs outside of school hours and during pupil vacation periods. It would be expected that staff attend such courses as appropriate on a voluntary basis.

14. Promotion Positions

(a) Secondary Systemic Schools

The promotion positions structure in the Secondary Systemic Schools of the Archdiocese of Sydney will be as set out in *Attachment B* to this Agreement.

(b) Primary Systemic Schools

The promotion positions structure in the Primary Systemic Schools of the Archdiocese of Sydney will be as set out in *Attachment C* to this Agreement.

15. Redeployment

The Agreement between the parties to provide for the redeployment of teachers was entered into in 1986 to avert forced redundancies within systemic schools of the Archdiocese.

In the intervening years a number of issues have emerged including changing curriculum needs and changes in the demographics of student enrolments. Accordingly, teaching opportunities may contract within some parts of the Archdiocese, while expanding in others.

In response to the need for improved efficiency of the redeployment process a formal Agreement has been negotiated and is *Attachment D* of this agreement.



16. Restructuring

- (a) **Restructuring including closures, amalgamations, the addition of years 11 and 12 to a 7-10 school and the like.**

In the event of a significant change in the nature and/or composition of a school all existing promotion positions may be declared vacant and new positions may be advertised. The IEU will be advised of such changes and appropriate negotiations will ensue between the Archdiocese 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 provided he/she remains in the employ of the Archdiocese, and may be assigned specific duties for this period.

- (b) **Restructuring in a situation of declining enrolments**

Where a school falls to a lower enrolment band, the school will be allocated a reduced number of points for the following year. The restructuring or abolition of positions brought about by such change should, where possible, coincide with the termination of existing contracts. Where this is impracticable, the CEO, on advice from the Regional Director, will continue payment of existing allowances until appropriate contracts expire or personnel leave of their own accord, thereby providing the opportunity for schools to return to the formula in attachment B or C.

In this context, loss of, or reduction in the number and/or size of positions brought about solely by falling enrolments will not attract the one year's compensation provided for in sub-clause 16(a).

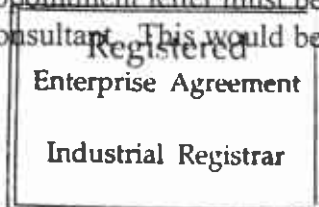
17. Re-Appointment of Co-ordinators

- (a) The PPPR process begins with an active negotiation between the co-ordinator and the principal, or delegate, of a specific role description, which will be shaped by the school's needs and directions.

This discussion should occur prior to the negotiation of individual goals for the year and the establishment of action plans.

The Catholic Education Office has assisted this negotiation through the provision of a generic role description for co-ordinators.

- (b) While the normal process used for the performance review of co-ordinators will include a review of the PPPR data over the period of appointment, the assessment of overall performance will relate to the full role description.
- (c) The principal will normally be the system's representative in assessing satisfactory or unsatisfactory performance. Where a principal has not been the co-ordinator's direct supervisor in the PPPR process, the principal may confer with the assistant principal or other executive member responsible when considering the cumulative data.
- (d) Where a principal, on behalf of the Executive Director, reappoints a co-ordinator to his/her position for a further three years the appropriate re-appointment letter must be completed and a copy forwarded to the school's Regional Consultant. This would be the outcome anticipated in the great majority of cases.



- (e) When a principal is considering not re-appointing a co-ordinator, ordinarily it will be on one of two grounds:
- (i) the position is to be abolished
 - or
 - (ii) unsatisfactory performance of the co-ordinator in the role.
- (f) If a principal is intending not to re-appoint a co-ordinator the basis for this intention should be discussed with the Regional Consultant at the earliest possible time. Any such intention must also be discussed with the co-ordinator as early as possible in the current period of appointment.
- (g) If renewal procedures have not been implemented prior to end of the period of appointment, a one year extension of the appointment may be necessary to allow for specified areas of concern to be addressed to the satisfaction of the principal

18. Adherence to Published School Calendar

The parties acknowledge that within a large system of schools many issues will most appropriately be determined at a local level (i.e. at the school). Issues however which have system-wide implications, or which impinge on system-to-government relationships, or which impact on system accountability should be determined by the Executive Director of Schools.

The parties further acknowledge that for historical reasons, work practices have emerged which differ between schools and that many of the differences may be underpinned by legitimate and valid reasons. Other practices, however, may not have been reviewed in recent times and may have their origins in an earlier period of Catholic Education Administration.

Each year the Executive Director of Schools publishes the school calendar that will apply to the systemic schools of the Archdiocese. The Executive Director expects school staffs to adhere to the published calendar and any requests for variation would need to be approved by the Regional Director.

In this context, the Union and the Archdiocese have agreed to examine in specific circumstances on a case by case basis, issues or difficulties which might arise from proposed changes to long-standing custom and practice.



19. Occupational Health and Safety

The Catholic Education Office, Sydney is committed to providing a safe and healthy working environment, thus protecting and promoting the health, wellbeing and safety of its employees.

The CEO will support workplace consultation in its schools and offices in accord with the new Occupational Health and Safety Act 2000 and its associated Regulations. Such consultation will assist the implementation of safe practices and systems to ensure the health, safety and welfare of employees. The employer is committed to the establishment and training of appropriate school based safety representation by staff.

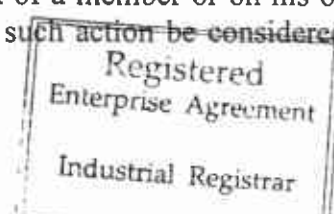
This may take the form of formal committees, formal safety representatives or other agreed, but less formal, mechanisms for dealing with OH&S agenda and issues.

The NSW/ACT Independent Education Union (IEU) is committed to working in cooperative partnership with the CEO in the field of OH&S management.

20. Disputes Procedure

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

- (a) 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 schools of the Archdiocese.
- b)
 - (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 or his/her nominee.
 - (ii) 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 or his/her nominee.
 - (iii) If the matter remains unresolved, it shall be referred to the General Secretary of the union or his/her nominee and the senior official or his or her nominee of the Archdiocese for discussion and appropriate action. The senior official may request assistance from the Catholic Commission for Employment Relations.
 - (iv) If this matter cannot be resolved at this level it may be referred to the Industrial Relations Commission of New South Wales.
- (c) Nothing contained in this procedure shall prevent the General Secretary of the IEU or his/her nominee, or the Executive Director of Schools or his/her nominee, 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.



21. Duress

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

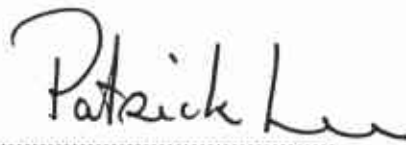
22. Term

This enterprise agreement shall commence from the date of ratification by the NSW Industrial Relations Commission and shall expire on December 31, 2003.

Signed:



Brother Kelvin Canavan
Executive Director of Schools
Catholic Education Office
Archdiocese of Sydney



Patrick Lee
Acting General Secretary
NSW/ACT Independent Education Union

Date:

14/9/01

Date:



ATTACHMENT A

PRINCIPLES OF EMPLOYMENT - SYDNEY 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 1997 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.



**PROMOTION POSITIONS :
SECONDARY SYSTEMIC SCHOOLS**

1. DEFINITIONS

Positions of Special Responsibility :

(a) Co-ordinator 1

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

- (i) an area of curriculum; and/or
- (ii) pastoral care; and/or
- (iii) other duties as determined by the Principal.

Co-ordinator 1 is a one point position.

(b) Co-ordinator 2

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

- (i) co-ordination of the program of work in area(s) or curriculum; and/or
- (ii) co-ordination of pastoral care or other programmes; and/or
- (iii) other duties as determined by the Principal.

Co-ordinator 2 is a two point position.

(c) Co-ordinator 3

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

- (i) the co-ordination of area(s) of curriculum and/or pastoral care or any program(s) as determined by the Principal; and/or
- (ii) the support and supervision of those responsible for the co-ordination of subject areas; and/or
- (iii) other duties as determined by the Principal.

Co-ordinator 3 is a three point position.



(d) Religious Education Co-ordinators (RECs)

The role of religious education in Catholic schools is referred to in the Vision Statement of the Sydney Archdiocesan Catholic Schools Board. This statement reaffirms the belief that "the authentic Catholic school, embedded within the community of believers, shares in the evangelising mission of the Church and is committed to systematic, coherent and coordinated religious education, both as a discrete entity and an integral part of the curriculum." (Vision Statement pp 5-6).

See *Schedule of Allowances (Attachment E)*

(e) Senior Teacher 2 (ST2)

A "Senior Teacher 2" means a teacher appointed to be responsible for :

- (i) developing and implementing outstanding teaching practice; and/or
- (ii) leadership, with particular reference to the performance and quality of teachers in the school; and/or
- (iii) the performance of other duties of a comparable level including those of a pastoral care nature which require a high level of professional expertise; and/or
- (iv) other duties as directed by the Principal.

The ST2 position is a one point position.

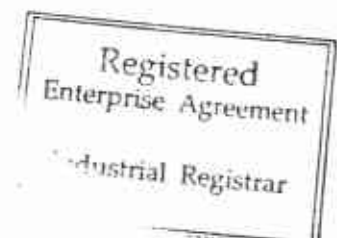
2. LENGTH OF CONTRACTS

(a) Subject or/KLA or Cohort or Pastoral co-ordinators, RECs

Teachers who are being offered their first co-ordinator appointment in the Archdiocese will be offered an initial two (2) year contract. Subsequent appointments, whether in the same school as the initial appointment or in a new school, would ordinarily be for three (3) years. This clause applies equally to 1, 2 and 3 point co-ordinators and Religious Education Co-ordinators.

(b) Senior Teacher 2 (ST2)

The ST2 position is a one (1) year appointment.



3. POINTS TABLE

The following points table will apply to Archdiocesan secondary schools from the 2001 school year.

<i>Enrolment</i>	<i>School Type</i>			<i>Multi-Campus Schools</i>
	<i>7 - 10 Schools</i>	<i>11 - 12 Schools</i>	<i>7 - 12 Schools</i>	
1 - 200	-	-	-	Determined on a case-by-case basis and negotiated with the IEU - not less than the standard for the equivalent single campus school
201 - 300	12	-	-	
301 - 400	16	-	-	
401 - 450	16	18	20	
451 - 500	20	18	20	
501 - 600	20	20	20	
601 - 700	22	-	26	
701 - 800	-	-	30*	
801 - 900	-	-	32*	
901 - 1000	-	-	34*	
1001 - 1100	-	-	37*	
1101 - 1200	-	-	40*	
1201 - 1300	-	-	43*	

The above table is based on schools currently operated by the Archdiocese. It is not envisaged that school enrolments will occur outside the bands nominated. Should this occur, consultation will take place between the CEO and the IEU regarding an appropriate allocation of promotion points.

A school's entitlement to promotion points in any year is determined by that school's official enrolment as determined by the previous year's census figure.

The points table does not include a points allowance for assistant principals or religious education co-ordinators.

- * Schools with an enrolment of 700 and above have received an additional allocation to be used in the area of Information Technology or Technology Curriculum



4. APPOINTMENT/PERFORMANCE REVIEW/RE-APPOINTMENT

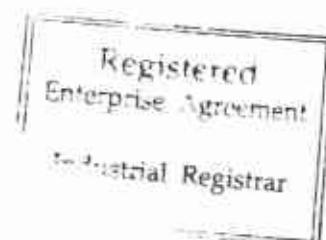
- a) In systemic schools of the Archdiocese all appointments to promotion positions will be made on the basis of eligibility (clause 5 of this attachment), merit and suitability and will normally be appropriately advertised.
- b) Each teacher in a promotion position will receive a letter of appointment 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 CEO, Sydney policy, and will be informed of professional expectations and duties.
- d) Both the CEO, Sydney and the IEU hold the view that satisfactory performance reviews will lead to the offering of subsequent appointments to co-ordinators unless
 - (i) the position is to be abolished, in which case Clause 16(a) of the Agreement will apply, or
 - (ii) extended in accordance with sub-clause 4(f).
- e) Each teacher holding a promotion position will undertake performance reviews while holding that position, in accordance with CEO, Sydney policy. Such review does not derogate from the rights of a teacher or the employer under the current procedures referred to in clause 11(c)
- f) In the event of performance that is less than satisfactory being identified through the review mechanism, the appointment period may be extended for one year in order for specified areas of concern to be addressed. Should these areas of concern not be addressed to the satisfaction of the Principal within the extended year, a subsequent appointment will not be made.

Note: Performance review and re-appointment procedures for co-ordinators will be consistent with clause 17 of the Enterprise Agreement. Disciplinary procedures are **not** a part of this process and should be initiated outside of the re-appointment process and only when grounds for concern are sufficiently serious.

5. MINIMUM REQUIREMENTS FOR PROMOTION

Appointment to Co-ordinator 2 and 3 positions will not be made unless the teacher is classified as Step 9 on the salary Scale.

Appointment to Co-ordinator 1 positions or ST2 positions will not be dependent on classification.



**PROMOTION POSITIONS :
PRIMARY SYSTEMIC SCHOOLS**

1. DEFINITIONS

Positions of special responsibility :

(a) Co-ordinator 1

A "Co-ordinator 1" means a teacher appointed to be responsible for tasks which are of an ongoing, "maintenance" nature, or which have a limited life-span, or in which the guidance of an executive member is available.

Co-ordinator 1 is a one point position.

(b) Co-ordinator 2

A "Co-ordinator 2" means a teacher with the responsibility for significant school activities involving a range of staff groups. Such a teacher would be responsible for initiating, planning, implementing and evaluating these projects and for ensuring the appropriate involvement of staff in the various stages of the projects. Teachers with the status of Co-ordinator 2 would be actively involved in staff development and teacher supervision and in the development and implementation of curriculum in the school.

Co-ordinator 2 is a two point position.

(c) Co-ordinator 3

A "Co-ordinator 3" means a teacher with the responsibility for major school programs or initiatives. Such programs may involve the whole school community including staff, students, parents, clergy and the wider school community. A teacher with the status of Co-ordinator 3 might be responsible for the overall staff development program, including teacher supervision, or for the overall co-ordination of curriculum development, implementation and evaluation in the school.

Co-ordinator 3 is a three point position.

(d) Religious Education Co-ordinators (RECs)

The role of religious education in Catholic schools is referred to in the Vision-Statement of the Sydney Archdiocesan Catholic Schools Board. This statement reaffirms the belief that "the authentic Catholic school, embedded within the community of believers, shares in the evangelising mission of the Church and is committed to systematic, coherent and coordinated religious education, both as a discrete entity and an integral part of the curriculum." (Vision Statement pp 5-6).

See Schedule of Allowances (Attachment E)



(e) Senior Teacher 2 (ST2)

A "Senior Teacher 2" means a teacher appointed to be responsible for :

- (i) developing and implementing outstanding teaching practice; and/or
- (ii) leadership, with particular reference to the performance and quality of teachers in the school; and/or
- (iii) the performance of other duties of a comparable level including those of a pastoral care nature which require a high level of professional expertise; and/or
- (iv) other duties as directed by the Principal.

The ST2 position is a one point position.

2. LENGTH OF CONTRACTS

- (a) Teachers who are being offered their first Co-ordinator appointment in the Archdiocese will be offered an initial two (2) year contract. Subsequent appointments whether in the same school as the initial appointment or in a new school would ordinarily be for three (3) years. This clause applies equally to 1, 2 and 3 point co-ordinators and Religious Education Co-ordinators.

(b) Senior Teacher 2 (ST2)

The ST2 position is a one (1) year appointment.



3. POINTS TABLE

The following points table will apply to Archdiocesan primary schools from the 2001 school year.

<i>Primary Enrolment</i>	<i>Assistant Principal (4 points)</i>	<i>Co-ordinator 2 (number allocated)</i>	<i>ST2 (number allocated)</i>	<i>Total Points</i>
1 - 100	-	-	-	-
101 - 200	1	-	-	4
201 - 250	1	1	-	6
251 - 400	1	1	1	7
401 - 600	1	2	1	9
601 - 700	1	3	1	12*
701 - 800	1	3	1	13*
801 +	1	4	1	15*

The points table does not include a points allowance for religious education co-ordinators.

A school's entitlement to promotion points in any year is determined by that school's official enrolment as determined by the previous year's census figure.

- * Schools with an enrolment of 600-700 have received an additional allocation and schools over 700 two additional points to be used in the area of Information Technology or Technology Curriculum.

4. FLEXIBILITY IN PRIMARY SCHOOLS

Under the terms of this enterprise agreement, assistant principal positions and positions of special responsibility have notionally been converted to points and totalled as per Clause 3 above. Within this points table the following flexible arrangements may apply :

(a) **Schools of 101 - 200**

Where the existing Assistant Principal resigns, and following appropriate discussion with the Regional Consultant and his/her staff, the Principal may appoint 1, 2 or 3 point co-ordinators in any combination to a total of four points.

(b) **Schools over 400**

Where an existing co-ordinator resigns, and following appropriate discussion with her/his staff and with the Regional Consultant, the Principal may convert one existing 2-point position into two 1-point positions.

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The parties agree to review the promotion positions structure and career path opportunities in primary schools during the life of this agreement.

5. APPOINTMENT/PERFORMANCE REVIEW/RE-APPOINTMENT

- (a) In systemic schools of the Archdiocese all appointments to promotion positions will be made on the basis of eligibility as per clause 6 of this attachment, merit and suitability, and will normally be appropriately advertised.
- (b) Each teacher in a promotion position will receive a letter of appointment from their Principal to their 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 CEO, Sydney policy, and will be informed of professional expectations and duties.
- (d) Both the CEO, and the IEU hold the view that satisfactory performance reviews will lead to the offering of subsequent appointments to co-ordinators unless
 - (i) the position is to be abolished in which case clause 16(a) of the Agreement will apply, or
 - (ii) extended in accordance with sub-clause 5 (f).
- (e) Each teacher holding a promotion position will undertake performance reviews while holding that position, in accordance with CEO policy. Such review does not derogate from the rights of teacher or the employer under the current procedures referred to in clause 11(c)
- (f) In the event of performance that is less than satisfactory, being identified through the review mechanism, the appointment period may be extended for one year in order for specified areas of concern to be addressed. Should these areas of concern not be addressed to the satisfaction of the Principal within the year, a subsequent appointment will not be made.

Note: Performance review and re-appointment procedures for co-ordinators will be consistent with clause 17 of the Enterprise Agreement. Disciplinary procedures are **not** a part of this process and should be initiated outside of the re-appointment process and only when grounds for concern are sufficiently serious.

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6. MINIMUM REQUIREMENTS FOR PROMOTION

Appointment to Co-ordinator 2 and 3 positions will not be made unless the teacher is classified as Step 7 on the salary scale.

Appointment to Co-ordinator 1 positions or ST2 positions will not be dependent on classification.



**AGREEMENT BETWEEN CEO ARCHDIOCESE OF SYDNEY
AND IEU ON PROCEDURES FOR REDEPLOYING TEACHERS
AFFECTED BY CLOSURE, RESTRUCTURING,
OR DECLINING ENROLMENTS
IN SYSTEMIC SCHOOLS**

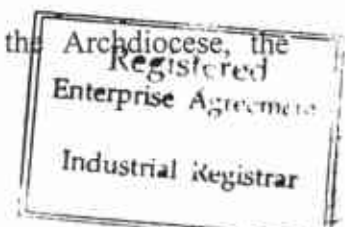
Whenever it is decided to close or restructure a systemic school in the Archdiocese of Sydney, or where redeployment takes place due to declining student enrolments, it will be necessary to determine the number of and particular teachers affected.

Once the Sydney Archdiocesan Catholic Schools Board has made a decision that a particular school will be closed or restructured, the CEO will advise the IEU of the decision. At the IEU's request the CEO will confer with the IEU on any issues of concern in relation to its members affected by the restructuring or closure.

There is a recognition that redeployment is an Archdiocesan-wide process and is not based on geographic regions.

The following procedures shall be applicable :

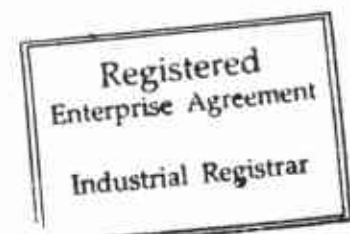
1. (a) In the event of closure or restructuring:
 - (i) consultation will take place between the Principal and staff;
 - (ii) in the first instance the Staff and Industrial Relations Officer (CEO Leichhardt) will liaise with the IEU as appropriate.
- (b) Where redeployment takes place because of declining enrolments, consultation will take place between the Principal and Staff.
2. If no teacher volunteers for redeployment or if those who seek redeployment are not acceptable to the employer for any reason, the employer will offer the affected teacher(s) (including any teacher who seeks redeployment and is accepted by the employer as suitable), alternative teaching positions.
 - (a) These alternative positions will be offered in the following order :
 - (i) a mutually acceptable alternate teaching position within the same school;
 - (ii) where no such position can be found, a similar position at another school within the Archdiocese;
 - (b) when teachers are redeployed to another school in the following conditions will apply:



- (i) the teacher may provide to the Regional Consultant a list of preferred schools and geographic areas;
- (ii) where an appropriate vacancy exists at any school, the Regional Consultant will negotiate with the Principal to arrange an interview. The Principal will be advised that the teacher is subject to the redeployment procedures;
- (iii) all other things being equal, any suitable vacant position at such schools will be offered first to the affected teacher. Where there is more than one affected teacher seeking the same position, the Principal will interview both teachers. Applicants will be advised that more than one redeployed teacher is seeking the position;
- (iv) at the same time as the teacher may be actively pursuing positions of his/her choice outside the Archdiocese, the Regional Consultant will explore suitable vacancies notified by Principals via the internal mail in an attempt to find a suitable placement;
- (v) where the teacher is not being successful in securing a position through the normal process of application and where no suitable vacant position exists or becomes available in accordance with the list provided by the teacher in paragraph 2 (b) (i), the Regional Consultant will confer with the teacher with a view to finding a suitable position, pursuant to paragraph (iv). Where the affected teacher feels that offers made by the Regional Consultant in accordance with paragraph (iv) are unacceptable, the Regional Consultant will confer with the IEU and the teacher in an effort to resolve the matter;
- (vi) providing that, where they exist, there are at least two suitable vacant positions offered to the teacher, whether offered pursuant to paragraph 2 (b) (i) or paragraph 2 (b) (iv), the teacher may refuse up to two positions, on the grounds of unsuitability to the teacher;

however, all other things being equal, there would be an expectation that the affected teacher would accept the first offer of a position;

- (vii) where two vacant positions deemed suitable by the employing authority are offered to a teacher affected by redeployment and neither offer is accepted, the employing authority may place the teacher in either one of the two positions offered;
- (viii) where any offer of a position is made, the teacher must accept or decline the offer by the morning of the third school day following the day of offer.



3. An important objective is to find a match between the needs and strengths of the affected teacher and the requirements of the prospective school community as determined by the Principal of that school
4. If in following the procedures in Clause 2 above no match is effected, the Executive Director of Schools may use his authority as employer to appoint the teacher to a school. In rare cases, where this is not deemed practical and on advice from the Regional Director, he may authorise the Staff and Industrial Relations Officer (CEO Leichhardt) to negotiate a redundancy payment with the affected teacher and the IEU.

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R.E. CO-ORDINATORS' ALLOWANCES 2000-2003

As at April 2001

	3 April, 2000		1 July, 2001 (3%)		1 July, 2002 (4%)		1 January 2003 (5%)	
	Annual	Fortnight	Annual	Fortnight	Annual	Fortnight	Annual	Fortnight
PRIMARY								
Level 1 - 1-250	6,671	255.87	7,371	282.72	7,974	305.85	8,822	338.38
Level 1 - 251-400	7,413	284.33	8,190	314.14	8,860	339.84	9,803	376.01
Level 1 - 400+	8,895	341.18	9,827	356.21	10,632	407.80	11,763	451.18

SECONDARY								
Level 1 - 1-300	6,671	255.87	7,371	282.72	7,974	305.85	8,822	338.38
Level 1 - 300+	8,895	341.18	9,827	356.21	10,632	407.80	11,763	451.18

ALL LEVEL 2 REC

	5,929	227.41	6,551	251.27	7,088	271.87	7,842	300.79
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ASSISTANT REC

	2,965	113.73	3,276	125.65	3,544	135.93	3,921	150.39
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