

**REGISTER OF  
ENTERPRISE AGREEMENTS**



**ENTERPRISE AGREEMENT NO: EA98/241**

**TITLE: Teachers (Diocese of Armidale) Enterprise Agreement 1998-1999**

**I.R.C. NO: 98/4443**

**DATE APPROVED/COMMENCEMENT: Approved and commenced 3 September 1998**

**TERM: Expires 31 December 1999**

**NEW AGREEMENT OR  
VARIATION: New**

**GAZETTAL REFERENCE:**

**DATE TERMINATED:**

**NUMBER OF PAGES: 11**

**COVERAGE/DESCRIPTION OF  
EMPLOYEES: All teachers employed by the Diocese of Armidale**

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

19 May 1998

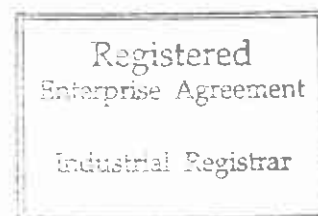
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**TEACHERS (DIOCESE OF ARMIDALE)**

**ENTERPRISE AGREEMENT 1998-1999**

# ARRANGEMENT



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

## 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. CATHOLIC ETHOS

The parties acknowledge the need for Teachers to support the ethos and philosophy of Catholic education which operates in the Diocese.

## 3. OPERATION, SCOPE AND PARTIES

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

This agreement shall apply to all teachers employed by the Diocese of Armidale. The provisions of this agreement shall apply instead of the provisions of the Teachers (Country and Regional Dioceses) (State) Award with respect to the matters contained in this agreement. The parties to this agreement are the Trustees of the Roman Catholic Church Diocese of Armidale and the New South Wales Independent Education Union.

## 4. DEFINITIONS

For the purpose of this agreement:

- (a) **"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 reaches agreement with a teacher to an agreement to do additional work. There must be prior consultation with the IEU.
- (b) **"Primary School"** means a school which provides a primary education only.
- (c) **"Secondary School"** means a school which provides a secondary education only.
- (d) **"Central School"** means a school which provides both primary and secondary education.

- (e) "Employer" means the Trustees of the Roman Catholic Church Diocese of Armidale.
- (f) "Director" means the Director of the Catholic Schools Office Diocese of Armidale from time to time.
- (g) "CSO" means the Catholic Schools Office Diocese of Armidale.

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## 5. SALARY PROVISIONS

### 5.1 Annual Remuneration

- (a) Notwithstanding subclause 3.1 of the award, an employer may offer and a teacher may elect to receive his or her annual remuneration as a combination of salary (payable fortnightly) and additional superannuation payable by the employer. The sum total of such salary and superannuation benefits and any employer administrative charge will equal the appropriate salary prescribed in subclause 3.1 of the award.
- (b) Any other payment calculated by reference to the teacher's salary and payable either:
- (i) during employment; or
  - (ii) on termination of employment; or
  - (iii) on death

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

### 5.2 Travelling Expenses

Where the use of a teacher's own vehicle is required in connection with employment, other than for journeys between home and place of employment, the teacher shall be paid an allowance of 37 cents per kilometre.

### 5.3 Payment of Part Time Teachers For Occasional Variations of Load

Where a part time teacher in a secondary school agrees to a request to teach occasional periods beyond usual classes and in excess of normal duties, but not as a casual teacher, the teacher shall be paid for each period taught at the Rate set out in Table 1.

## 6. PROMOTIONS POSITIONS

### 6.1 Allowances

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

### 6.2 Promotions Positions

#### a) Definitions

Positions of special responsibility:

#### (i) Co-ordinator 1

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

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

(ii) **Co-ordinator 2**

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

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



(iii) **Co-ordinator 3**

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

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

b) All appointments to promotions positions will be made on the basis of merit and suitability and will normally and appropriately be advertised. Upon appointment a teacher will receive a Letter of Appointment and will be informed of professional expectations and duties.

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

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

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

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

**6.3 Managerial Position**

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

Primary	101
Secondary	201
Central	201

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

6.4 Promotion Points

(a) Points Table

The minimum number of promotion positions in a school shall be determined in accordance with the following tables which have been derived by considering the needs of the school communities in the area of pastoral care and curriculum. The number of positions in a school will be based on the Commonwealth Census numbers of the previous year. There is no intention by the parties to reduce an employee's entitlement to payment of a promotion position allowance at any school solely on the basis of this clause.

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

Central Schools	
Enrolment	Total Points
0 - 100	Nil
101 - 200	1
201 - 300	3
301 - 400	5
401 - 500	7
501 - 600	8

Secondary Schools			
Enrolment	Total Points		
	7 - 10	7 - 12	11 - 12
1 - 200	N/A	N/A	6
201 - 300	N/A	N/A	7
301 - 400	13	14	N/A
401 - 500	15	16	N/A
501 - 600	16	18	N/A
601 - 700	18	20	N/A
701-800	N/A	22	N/A
801-1000	N/A	24	N/A

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



**(b) Rules of Allocation**

- (i) The allocated points shall be distributed across roles in accordance with paragraph 6.2 (c) of this clause.
- (ii) In secondary schools, consideration is to be given to key learning areas and pastoral responsibilities.
- (iii) If after consultation with the staff agreement has not been reached as to the administrative structure for the school, the matter will be referred to the Diocesan Director for his/her decision.
- (iv) Nothing in these rules of allocation shall limit a teacher's entitlement to raise any concern with the IEU.

**(c) Enrolment Variations**

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

**6.5 Length of Appointments**

- (i) Appointments to Co-ordinator 1 - will normally be for a twelve month period and the position will be re-advertised annually.
- (ii) Appointments to Co-ordinator 2 and Co-ordinator 3 - will be made initially for a two year period. A further appointment of three years normally will be made following a successful review of performance during the initial period.

In the case of secondary schools in Tamworth, the appointments will be for twelve months and reviewed annually until the implementation of the decisions of the Bishop's Commission for Schools for secondary education. Where the 1998 incumbent does not wish to continue in the role of Co-ordinator, the position will be readvertised.

**6.6 Appraisal**

Each Teacher holding a promotion position will be appraised while holding that position according to a process agreed by the CSO and the IEU. To this end a working party will be established in 1998. Such appraisal will not detract from the rights of a Teacher or the employer under the current procedures.

**6.7 Qualifications for Appointment**

Appointments to Co-ordinator 1, Co-ordinator 2 and Co-ordinator 3 positions will not normally be made unless the Teacher is classified at Step 7 on the salary scale for a primary school or department, or Step 9 on the salary scale for a secondary school or department.



## 7. MISCELLANEOUS

### 7.1 Flexibility of the Work Day

The parties are committed to the principle of flexibility in the timing and length of the school day to meet changing curriculum requirements and student needs. This will take place only after consultation with the staffs of the affected schools so that their individual needs may be met.

### 7.2 Requirements in Religious Education

- (a) The parties agree that the employer will require Catholic Teachers, new to the Diocese from the date of this agreement, without formal Religious Education qualifications and who may be required to teach Religious Education, to undertake a course in Religious Education to at least the standard of the Certificate in Religious Education (NSW).
- (b) The parties agree that the employer will require non-Catholic Teachers, new to the Diocese from the date of Agreement, to participate in inservice in relation to Catholic schools.

## 8. LONG SERVICE LEAVE OF LESS THAN ONE SCHOOL TERM

Under the terms of the *Teachers (Country and Regional Dioceses) (State) Award*, long service leave may be taken in periods of one school term, subject to qualifying length of service, available entitlement and satisfactory notice (see clause 12 of the Award).

Lesser periods of long service leave may be taken on the basis that such leave will be inclusive of any pupil vacation period at the beginning or end of the period of leave.

NOTATION: This poses the problem of inequity between cases where long service leave is granted for less than one school term at either the beginning or end of a term, and cases where it is granted in the middle of a term, as the latter would not involve any loss of entitlement in lieu of Pupil Vacation Period pay.

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

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

## 9. DISPUTES PROCEDURE

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

- 9.1 Without prejudice to other party, the parties shall ensure the continuation of work in accordance with this award and custom and practice in the schools of the employer.

- 9.2 In the event of any matter arising which is of concern or interest, the teacher shall discuss this matter with the Principal or his or her nominee.
- 9.3 If the matter is not resolved at this level, the teacher may refer this matter to the union representative in the workplace, who will discuss the matter with the Director or his or her nominee.
- 9.4 If the matter remains unresolved, it shall be referred to the General Secretary of the union or his or her nominee and the Executive Director of the Catholic Commission for Employment Relations for discussion and appropriate action.
- 9.5 If this matter cannot be resolved at this level it may be referred to the Industrial Relations Commission.
- 9.6 Nothing contained in this procedure shall prevent the General Secretary of the union or his or her nominee or the nominee of the employer from entering into negotiations at any level either at the request of a member or on his or her own initiative in respect of matters in dispute should such action be considered conducive to achieving resolution of the dispute.

## 10. DEFINITION OF SUPERANNUATION FUND

The definition of Superannuation in the Teachers (Country and Regional Dioceses) (State) Award includes the Armidale Diocesan Superannuation Fund

## 11. TERMS OF ENGAGEMENT

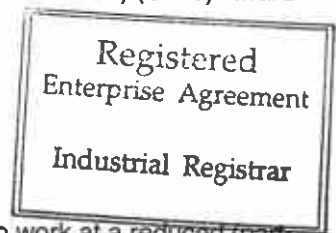
### 11.1 Job Sharing

With the approval of the Director, ongoing full-time teachers may elect to work at a reduced (part-time) FTE under a job sharing arrangement, subject to the following:

- (i) **Subsequent Load Variation**  
Teachers will not be subject to further reduction in load without mutual agreement.
- (ii) **Retention of Status**  
The Teacher's status would remain as per their contract of employment.
- (iii) **Favoured Status in Redundancy Situations**  
Where the job-sharing arrangement is entered into as a measure to minimise redundancies in a school, teachers who have elected to become part-time (or who have been redeployed) shall be considered last in a situation where a redundancy occurs, subject to the application of normal selection criteria.
- (iv) **Long Service Leave**  
All leave accrued in full-time service will be paid as full-time. All leave accrued in respect of part-time service will be paid as part-time.
- (v) **Sick Leave**  
All leave accrued in full-time service will be paid as full-time, subject to the normal rules of cumulative entitlement i.e. in respect of the immediately preceding six years service.

### 11.2 Variations in Part Time load

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

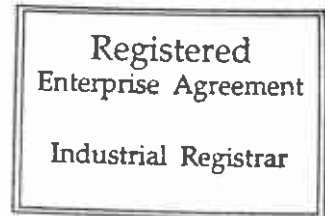


11.3 Professional Development

- (a) The parties recognise that Teachers, as professionals, have an ongoing need to participate in professional development to meet the demands caused by changes in curriculum, Diocesan policy and in the community's expectations of schools.
- (b) The parties agree that professional development of Teachers via in-servicing will be provided for Teachers other than during face-to-face school hours.

12. SIGNATURES

Signed for and on behalf of:



A handwritten signature in cursive script, appearing to read "R. Johnston".

Director  
Catholic Schools Office  
Armidale

Dated: 30.7.98

A handwritten signature in cursive script, appearing to read "R. Sheehan".

General Secretary  
NSW Independent Education Union

Dated:

**TABLE 1**

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

	From 1/7/98	From 1/1/99 3.00%
1	\$20	\$20.09
2	\$21	\$21.15
3	\$22	\$22.26
4	\$23	\$23.43
5	\$24	\$24.67
6	\$25	\$25.97
7	\$27	\$27.33
8	\$28	\$28.77
9	\$29	\$30.29
10	\$31	\$31.88
11	\$33	\$33.56
12	\$34	\$35.32
13	\$36	\$37.18
ST1	\$38	\$39.14

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