

## **REGISTER OF ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA06/233

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

**I.R.C. NO:** IRC6/2293

**DATE APPROVED/COMMENCEMENT:** 11 May 2006 / 11 May 2006

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**NEW AGREEMENT OR  
VARIATION:** New.

**GAZETTAL REFERENCE:** 30 June 2006

**DATE TERMINATED:**

**NUMBER OF PAGES:** 17

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** The agreement applies to all teachers employed by Executive Director of Schools, Catholic Education Office, Archdiocese of Sydney located at 38 Renwick Street, Leichhardt NSW 2040, who fall within the coverage of the Teachers (Archdiocese of Sydney and Dioceses of Broken Bay and Parramatta) (State) Award 2006 and the Catholic Schools Long Service Leave Portability (State) Award.

**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, Catholic Education Office, Sydney (the "CEO") 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, Catholic Education Office, 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 submissions and the decision of the 2003 Special Wage Case of the NSW Industrial Relations 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 (the "Award") and the Catholic Schools Long Service leave Portability (State) Award 2005.

### ***5. School System Planning Framework 2006 - 2010***

This Agreement has been negotiated by the parties cognisant of the emerging School System Planning Framework 2006-2010 (the "Plan").

The parties recognise the significance of, and the context provided by, the Planning Framework which provides strategic direction and management of the Archdiocesan school system for the years 2006-2010.

## ***6. 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 convictions and beliefs of the Sydney Archdiocesan Catholic Schools (SACS) Board document "*Vision Statement for Catholic Schools*", and the System's Mission as expressed in the 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*.

## ***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 Key Area 1, "Catholic Life and Religious Education", of the 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.

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 CEO 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 Improvement processes, and will assist the Principal to manage those processes. A Regional Consultant from the CEO is responsible for conducting PPPR 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 Improvement**

School Review and Improvement (SRI) is an integrated framework for school effectiveness, improvement and quality assurance. SRI is underpinned by the 'Self-review Framework for Catholic Schools', a set of criteria and indicators for the effective Catholic school. SRI establishes a sequence of processes within which a school self-reviews its operations and implements long and short-term plans for improved outcomes for students. Once each five-year cycle a panel external to the school assesses and validates the outcomes of the school's SRI processes.

### **(c) Registration and Accreditation**

Under the NSW Education Act 1990 (Part 7, 39-40) the CEO "as the approved authority" is responsible for the operation of the schools in the Registration system in terms of the requirements for Registration and Accreditation.

Principals are responsible for the continual compliance of the school's curriculum with these requirements.

### **(d) Disciplinary Procedures - Teachers**

The parties acknowledge the existence of "*Procedures for Addressing Performance Related Matters and Professional Competence*" agreed 21 December 2000 (or as varied from time to time) 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 13.5(b) to (e), 13.8, 13.9 and 13.10 of the Award with respect to teachers in the Archdiocese of Sydney.

## **12.1 Conditions of Taking Leave**

- (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, the school and the teacher. A teacher should give adequate notice of his/her wish to take leave, to allow for replacement staff to be employed, if applicable. The employer shall give the teacher not less than two school terms' notice of any requirement that Long Service Leave is to be taken by the teacher.
- (b) A teacher may request and be granted leave without pay to be taken in addition to long service leave such that the total period of leave comprises a complete school term.
- (c) 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.
- (d) Long service leave will not include student vacation periods that might fall within the period of leave.

## **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 Long Service Leave at Half-Pay**

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

## **12.4 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 within CEO Sydney schools on the days which would otherwise form part of the rostered days for part time employment; or
- (ii) compress the days accrued into full-time equivalents, thereby taking a shorter period of leave than would otherwise apply, albeit at a higher weekly (i.e. full time equivalent) salary rate,

## **12.5 Long Service Leave in Short Blocks**

It is noted by the parties that, flowing from the Family Provisions Test Case 2005, a general entitlement to access annual leave on a flexible basis for caring purposes has been inserted into NSW Awards.

Teachers however do not have flexible annual leave arrangements and, at times, other forms of paid leave, including carer's leave or pressing domestic necessity leave, may not be available or applicable. Accordingly the parties wish to provide for greater flexibility in the accessing of paid Long Service Leave for short periods.

A teacher may be granted long service leave in short blocks provided:

- (i) 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
- (ii) he/she has eligible service of at least 5 years.

Under the provisions of this sub-clause, there will be no minimum period required to be taken by a teacher.

### ***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, including the NSW Institute of Teachers.

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. Primary Promotion Positions***

#### **14.1 Primary Schools**

##### **(a) Definitions**

##### ***(i) 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.

##### ***(ii) 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.

**(iii) 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.

**(iv) Religious Education Co-ordinators (REC's)**

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 C).*

**(v) Senior Teacher 2 (ST2)**

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

- developing and implementing outstanding teaching practice; and/or
- leadership, with particular reference to the performance and quality of teachers in the school; and/or
- 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
- other duties as directed by the Principal.

The ST2 position is a one point position.

**(b) Length of Appointments**

(i) 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 are for three (3) years. This clause applies equally to one, two and three point co-ordinators.

**(ii) Senior Teacher 2 (ST2)**

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

**(c) The promotion positions Points Table in Primary Schools will be as set out below:**

**POINTS TABLE: PRIMARY SCHOOLS**

The following points table will apply to Archdiocesan primary schools.



Primary Enrolment	Assistant Principal (4 points)	Co-ordinator 2 (number allocated)	Co-ordinator 1 or ST2 (number allocated)	Total Points
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 point and schools over 700 two additional points to be used in the area of Information Technology or Technology Curriculum.

### **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 the table 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.

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

### ***15. Secondary Promotion Positions***

#### **15.1 Secondary Schools**

(a) **Definitions**

(i) ***Co-ordinator 1***

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

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

Co-ordinator 1 is a one point position.

**(ii) Co-ordinator 2**

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

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

Co-ordinator 2 is a two point position.

**(iii) Co-ordinator 3**

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

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

Co-ordinator 3 is a three point position.

**(iv) 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 C).*

**(v) Senior Teacher 2 (ST2)**

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

- developing and implementing outstanding teaching practice; and/or
- leadership, with particular reference to the performance and quality of teachers in the school; and/or
- 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
- other duties as directed by the Principal.

The ST2 position is a one point position.

**(b) Length Of Appointments**

**(i) Subject or/KLA, Cohort or Pastoral Co-ordinators, REC's**

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, are for three (3) years. This clause applies equally to one, two and three point co-ordinators.

**(ii) Senior Teacher 2 (ST2)**

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

**(c) The promotion positions Points Table in Secondary Schools will be as set out below:**

**POINTS TABLE SECONDARY SCHOOLS:**

The following points table will apply to CEO secondary schools.

<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	14	18	-	
301 - 400	18	20	-	
401 - 450	18	20	22	
451 - 500	22	20	22	
501 - 600	22	22	22	
601 - 700	24	-	28	
701 - 800	-	-	30	
801 - 900	-	-	35	
901 - 1000	-	-	37	
1001 - 1100	-	-	40	
1101 - 1200	-	-	43	
1201 - 1300	-	-	46	

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.

***16. 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 B* of this agreement.

## **17. 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 CEO 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 CEO, 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 the points table in clause 14 and 15 of this document.

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 (a).

## **18. Appointment/Performance Review/Re-Appointment Of Co-ordinators**

### **Appointment**

- a)** Each teacher in a promotion position will receive a formal 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. Consistent with Clause 16, the initial appointment is for 2 years and second and subsequent appointments are for 3 years. The CEO has provided a generic role description to schools to assist in this process.
- b)** 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.

### **Performance Review/Re-Appointment**

- a)** Each teacher holding a promotion position will undertake performance reviews while holding that position, in accordance with the procedures for performance reviews and for re-appointment of Coordinators agreed between the parties. They include a succinct 'Self-Review Statement' and a 'Validation Report'.

The performance review process would normally include consideration of the accumulated PPPR data over the period of the appointment.

The Principal or his/her delegate will normally be the system's representative in assessing satisfactory performance.

- b) 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 the position is to be:
- (i) abolished, in which case Clause 17(a) of the Agreement will apply, or
  - (ii) extended in accordance with the sub-clause below, "One year provisional appointment".

### **Three year re-appointment**

Where a Principal reappoints a co-ordinator to his/her position for a further three (3) years, the appropriate Re-appointment letter must be completed and a copy provided to the co-ordinator. A copy would be kept in the school personnel file.

If a Principal is intending not to re-appoint a co-ordinator for a new three year term 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 re-appointment period .

### **One year provisional appointment**

In the event of performance that is less than fully satisfactory having been identified through the review mechanism, the appointment period will be extended for one year on a provisional basis for specified areas of concern to be addressed through the process(es) of Performance Counselling.

A copy of the one-year 'provisional appointment letter' is to be forwarded to the school's Regional Consultant.

Where areas of concern have not been addressed to the satisfaction of the Principal within the additional year, a further appointment will not be made and the co-ordinator will only be offered ongoing employment as a full-time teacher.

## ***19. 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.

## ***20. Occupational Health and Safety***

The CEO 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 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 mechanisms for dealing with OH&S agenda and issues.

The IEU is committed to working in cooperative partnership with the CEO in the field of OH&S management.

### **21. 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.

### **22. Duress**

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

### **23. Term**

This enterprise agreement shall commence from the date of ratification by the NSW Industrial Relations Commission and shall continue until 31 December 2008.



**Br Kelvin Canavan fms**  
Executive Director of Schools  
Catholic Education Office  
Archdiocese of Sydney



**Richard Shearman**  
General Secretary  
NSW/ACT Independent Education Union

Date: 4/4/06

Date: 5/4/06

**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.

**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 Head of Employment Relations (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 Archdiocese, 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 Head of Employment Relations (CEO Leichhardt) to negotiate a redundancy payment with the affected teacher and the IEU.

**Attachment C**



R.E. CO-ORDINATORS' ALLOWANCES 2006-2008

	<b>9 January, 2006 (4%)</b>	<b>8 January, 2007 (4 %)</b>	<b>January, 2008 (4%)</b>
<b>PRIMARY</b>	<b>Annual</b>	<b>Annual</b>	<b>Annual</b>
Level 1 – 1-250	12,559	12,671	13,178
Level 1 – 251-400	13,954	14,079	14,643
Level 1 – 400+	16,745	16,895	17,571

**SECONDARY**

Level 1 – 1-300	12,559	12,671	13,178
Level 1 – 300+	16,745	16,895	17,571

ALL LEVEL 2  
REC

	11,163	11,263	11,714
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ASSISTANT  
REC

	5,582	5,632	5,857
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