

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA09/3

TITLE: The Dioceses of Maitland Newcastle Catholic Schools Office Enterprise Agreement 2008

I.R.C. NO: IRC8/2034

DATE APPROVED/COMMENCEMENT: 4 November 2008 / 4 November 2008

TERM: 2 Months

NEW AGREEMENT OR VARIATION: Replaces EA97/195.

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COVERAGE/DESCRIPTION OF

EMPLOYEES: The Agreement applies to all employees employed by the Catholic Schools Office Diocese of Maitland - Newcastle, located at Hunter Street Newcastle West NSW 2300, who fall within the coverage of the School Support Staff (Country and Regional Dioceses) (State) Award 2005

PARTIES: Catholic Schools Office Diocese of Maitland/Newcastle -&- the New South Wales Independent Education Union

**Diocese of Maitland Newcastle
Catholic Schools Office**

2008

Teachers Employed by the Catholic Schools Office,
Diocese of Maitland-Newcastle

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1. PARTIES TO THE AGREEMENT

This Agreement is made between the Catholic Schools Office, Diocese of Maitland-Newcastle (the "Diocese") and the NSW Independent Education Union (the "IEU") a registered organisation of employees.

2. SCOPE OF AGREEMENT

This Agreement shall apply to teachers employed in the Diocese of Maitland-Newcastle.

3. CATHOLIC ETHOS

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

The parties agree to accept and support the Principles of Employment as published by the Catholic Schools Office and attached as Attachment A – A Statement of Principles Regarding Employment in the Diocese of Maitland-Newcastle.

4. AWARD

Except as provided by this Agreement, the conditions of employment of teachers employed by the Diocese will be in accordance with the Teachers (Country and Regional Schools) (State) Award 2006 ("the award") as varied and any award that replaces the award.

5. DURESS

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

6. TERM

This Agreement shall commence from the date of approval by the Industrial Relations Commission of New South Wales and shall remain in force until the end of 2008.

7. PROFESSIONAL DEVELOPMENT

The parties recognise that professional development is a shared responsibility between the CSO, schools and individual teachers with regard to both time and resources and that teachers, as professionals, have an ongoing responsibility to participate in professional development.

Professional development should occur in consultation with the principal, the school's Professional Development Committee and staff.

The Diocese provides professional development opportunities which are available during school hours and at other times.

8. NEW SCHEME TEACHERS

Both parties recognise the requirements of the NSW Institute of Teachers for New Scheme teachers are intended to induct new teachers into the profession as well as lift the community perception of teachers as professionals. Therefore both parties support endeavours to implement induction and mentoring activities for new scheme teachers.

The Diocese has implemented a program of mentoring of the new scheme teachers. In 2008 the allocation of 0.05 FTE release time will be provided to each of the full time new scheme teachers in their first year of service and 0.05 FTE release time for the mentors (pro rata for part time teachers).

9. PROMOTIONS POSITIONS

The provisions set out in Attachment B - Promotions Positions shall apply instead of the provisions of subclause 5.5 of the award.

10. MANAGING PERFORMANCE

Managing the performance of teachers is viewed as a normal activity that is undertaken by the principal and other members of the leadership team in a school.

However when there is a concern about deficiencies in a teacher's performance, then the procedures to be followed are outlined in Attachment C – Managing Deficiencies in A Teacher's Performance.

11. COUNSELLING SERVICES

Both parties recognise teachers may require periods of leave in order to access counselling services to provide appropriate advice and assistance.

Whilst the understanding is that teachers would access counselling outside of school hours, the Diocese will allow a teacher to utilise his or her sick leave entitlement pursuant to the award to accommodate these teacher needs especially those in remote schools (Bulahdelah, Gloucester and Merriwa)

The Diocese of Maitland-Newcastle, through Access, offers a confidential counselling service to all employees. The Head of Employee Services, or other persons nominated by the Director of Schools, is authorised to approve a request by an employee to use this service. The Union may make such a request on behalf of an employee.

12. LONG SERVICE LEAVE

Operation of Award

The provisions of Clause 13. Long Service Leave of the award shall continue to apply except where specifically varied by this clause. This clause varies the provisions of subclauses 13.5 and 13.8 of the award and replaces subclause 13.10 of the award.

12.1 Long Service Leave in Conjunction with Parental Leave

- 12.1.1 For the purpose of this clause “parental leave” shall include maternity leave, adoption leave and extended paternity leave.
- 12.2.2 A teacher with five or more years of continuous service with the Diocese prior to taking parental leave shall be entitled to take his or her accrued long service leave either in whole or in part, calculated in accordance with Clause 13, Long Service Leave of the award, during the period of the parental leave.

12.2 Conditions of Taking Leave

- 12.2.1 Notwithstanding the provisions of clause 13.5 (b) of the award, where a teacher wishes to take a short block (less than a full term) of long service leave, the teacher is not required to give two school terms’ notice of his or her wish to take leave but is required to give adequate notice to allow replacement staff to be employed, if applicable.
- 12.2.2 A teacher may be granted long service leave in short blocks (of less than a full term) provided that 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.
- 12.2.3 If long service leave is contained wholly within one school term, any school vacation period which is adjacent to the period of leave will not count as long service leave. If the long service leave is for one or more complete school terms or for a complete school term continuous with part of the preceding or following term, then school vacation periods falling within or adjacent to the period of leave shall not count as long service leave. Long service leave not taken in accordance with this clause or the provisions of clauses 13.5 and 13.10 of the award shall be inclusive of pupil vacation periods falling within the period of leave.
- 12.2.4 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.
- 12.2.5 A teacher may request and be granted long service leave continuous with a period of paid parental leave. In this case school vacation periods falling within the period of long service leave will not be counted as long service leave.

12.3 Payment in Lieu of Long Service Leave

- 12.3.1 The provisions of this subclause shall apply instead of the provisions of paragraphs (a) and (b) of subclause 13.8 Payment in Lieu of Long Service Leave of the award.
- 12.3.2 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 Diocese 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.

12.4 Long Service Leave at Half-Pay

- 12.4.1 A teacher may elect to receive long service leave payments at half pay for the period of leave provided that the leave is for a minimum of two weeks. 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 (LWOP). The period of LWOP will not be deemed as service for the purposes of this Agreement, the award (as amended or replaced) or any statutory entitlement.

12.5 Part time Teachers – Casual Work

- 12.5.1 A part time teacher may work casually whilst on long service leave, providing he or she does not work on the days which would otherwise form part of the rostered days for part time employment or on additional days of long service leave for which the teacher has been paid during the period of leave.

13. REDEPLOYMENT

Redeployment when necessary will occur in accordance with the provisions of Attachment D – Redeployment of this Agreement.

14. REDUNDANCY

Redundancy when necessary will occur in accordance with the provisions of Attachment E – Redundancy Policy.

15. SCHOOL EVALUATION AND DEVELOPMENT

The parties agree to hold discussions during the life of the agreement regarding aspects of the School Evaluation and Development process and its implication for staff.

16. PATTERNS OF ORGANISATION AND TEACHING

Where significant change to existing custom and practice is sought, Principals will consult with staff, community and the IEU chapter as appropriate at an individual school level. Any disputes in relation to the proposed changes shall be dealt with in accordance with Clause 20 Disputes Procedures of the Award

17. REMOTE SCHOOLS DISCRETIONARY LEAVE

One days leave per year (to come from accumulated sick leave) will be available to attend to personal matters which require travel to regional centres. This applies to staff employed at Bulahdelah, Gloucester and Merriwa.

Signed

Ray Collins
Director of Schools
Catholic Schools Office
Diocese of Maitland-Newcastle

Carol Matthews
Acting General Secretary
NSW Independent Education Union

Dated:

Dated:

ATTACHMENT A

A STATEMENT OF PRINCIPLES REGARDING EMPLOYMENT IN THE DIOCESE OF MAITLAND-NEWCASTLE

The task of the Catholic School:

From the nature of the Catholic school stems one of the most significant elements of its educational project: the synthesis between culture and faith. Indeed, knowledge set in context of faith becomes wisdom and life vision.

[The Catholic School on the Threshold of the Third Millennium: 1997]

This broad philosophical stance reveals a concern for an education that combines sound knowledge and skills with an overall personal development rooted in Christian values. The Diocese of Maitland-Newcastle Catholic community desires its schools to be communities of faith. Such an education involves a high level of inter-personal transaction between teacher and pupil.

Pope John Paul II has spelt out key implications of this for teachers who work in Catholic Schools:

Teaching has an extraordinary moral depth and is one of humanity's most excellent and creative activities, for the teacher does not write on inanimate material, but on the very spirits of human beings. The personal relations between the teacher and the students, therefore, assume an enormous importance and are not limited simply to giving and taking. Moreover, we must remember that teachers and educators fulfil a specific Christian vocation and share an equally specific participation in the mission of the Church, to the extent that the Church depends chiefly on them for the Catholic school to achieve its purpose.

[The Catholic School on the Threshold of the Third Millennium :1997]

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

Every employee in the Catholic school has an indispensable role to play. It is expected of all employees employed in a Catholic school will support the Catholic ethos and that they will:

- [i] be appropriately qualified
- [ii] be committed to regular on-going professional development
- [iii] meet the requirements of the Faith Education Accreditation policy
- [iv] respect and support the Catholic educational philosophy of the school and Diocese
- [v] maintain an adequate understanding of those aspects of Catholic teaching that touch upon their daily tasks
- [vi] by their teaching and personal example, strive to inculcate in students an appreciation and acceptance of Christian teaching and values
- [vii] avoid, whether by word, action or known life-style, any influence upon students that is contrary to the teaching and values of the Church community in whose name they act.

ATTACHMENT B

PROMOTIONS POSITIONS

(To be read in conjunction with the relevant clauses of the Teachers Country and Regional (State) Award)

1. STATEMENT OF PRINCIPLES

- To meet the changing educational and pastoral needs of students the concept of flexibility needs to underpin the determination of promotion positions within a given school.
- Staff who undertake extra responsibilities above a normal teaching load need to be justly compensated for these duties. Accordingly, the determination of promotion points will be guided by the concept of equitable workloads and levels of responsibility.
- While final decisions on the allocation of promotion positions remain with the Principal, consultation processes need to be established to include staff and executive.

2. DEFINITIONS

Positions of Special Responsibility

Primary

Primary Coordinator

A Primary Coordinator means a teacher with the responsibility for significant school activities involving the coordination of other staff. The activities may include teacher supervision, development and implementation of the curriculum, staff development, and coordination of staff activities such as formation of rosters.

Religious Education Coordinators

The Religious Education Coordinator, as a member of the school executive team, assists the Principal through leadership in matters relating to the classroom Religion Program and in promoting the religious dimension of the Catholic School. The Religious Education Coordinator's role includes implementing a coherent and coordinated classroom Religion program consistent with Diocesan policy, building the liturgical life of the school, and promoting staff and student spirituality.

Secondary

Co-ordinator 1

A "Coordinator 1" means a teacher appointed to be responsible for or assist another coordinator in:

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

Coordinator 2

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

- (i) coordination of the program of work in area(s) or curriculum (such as KLA or Studies Coordinators); and/or
- (ii) coordination of pastoral care or other programs (such as Student Coordinators); and/or
- (iii) other duties as determined by the principal.

Coordinator 3

A "Coordinator 3' means a teacher appointed to be responsible for:

- (i) the coordination 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 coordination of subject areas and/or pastoral care; and/or
- (iii) other duties as determined by the principal.

3 SECONDARY SCHOOLS

- 3.1** The minimum number of promotions points required to be appointed in secondary schools shall be determined in accordance with the points as set out in the following tables, Total Points Allocation and Allocation of Student Coordinator Points.

Total Points Allocation

(Includes Assistant Principal ,Religious Studies, Curriculum, Student and Learning Technology Coordinators positions)		
Enrolment	7-10 Schools	7 -12 Schools & 11-12 Schools
301-400	16	-
401-500	18	20
501-600	22	26
601-700	26	30
701-800	29	34
801-900	32	36
901-1000	34	38
1001-1100	36	40

Notes:

1. The above table represents the minimum total number of points required to be allocated to schools in each enrolment band. Current system practice and negotiation of further allocation in light of individual school needs will continue.
2. The number of promotions positions required to be appointed shall be calculated by allowing one point for Coordinator 1, two points for Co-ordinator 2 and three points for Coordinator 3 and four points for Assistant Principal where more than one Assistant Principal is appointed.
3. Religious Studies will be co-ordinated by a separate Coordinator.

4. Ministry Coordinators where appointed are not included in the above table.
5. The position of Coordinator of Learning Technologies (two points) will be appointed in all schools with enrolments of more than 700 students.

Allocation of Student Coordinator Points

Enrolment	7-10 Schools	7 -12 Schools & 11-12 Schools
301-400	4	-
401-500	4	6
501-600	6	6
601-700	8	8
701-800	8	8
801-900	8	10
901-1000	10	10
1001-1100	10	12

Note: The number of Student Coordinator positions required to be appointed shall be calculated by allowing one point for Coordinator 1, two points for Co-ordinator 2 and three points for Coordinator 3.

3.2 Release time in Secondary School

As a minimum in secondary schools, a Coordinator 1 shall be entitled to 0.1 FTE release time, a Coordinator 2 shall be entitled to 0.2 FTE release time and a Coordinator 3 shall be entitled to 0.3 FTE release time.

4 PRIMARY SCHOOLS

- 4.1 The minimum number of Coordinator positions required to be appointed in primary schools is set out below:

Enrolment	No of Co-ordinators (Other than RE Co- ordinators)	No. of RE Coordinators
001-200	-	1 x Coordinator 1
201-400	1 x Coordinator 2	1 x Coordinator 2
401 +	2 x Coordinator 2	1 x Coordinator 2

- 4.2 Coordinators other than RE Coordinators will be appointed as Coordinator 2 and will be entitled to 0.1 FTE release time. RE Coordinators in schools of less than 201 will be appointed as Coordinator 1 and will be entitled to 0.1 FTE release time. RE Coordinators in schools of greater than 200 will be appointed as Coordinator 2 and will be entitled to 0.2 FTE release time.

4.3 Allocation of Assistant Principals for Primary School

An Assistant Principal will be appointed to all schools except those in the 001-100 in the primary school enrolment band.

5 SCHOOLS WITH PRIMARY AND SECONDARY ENROLMENTS

Where there is a school with both primary and secondary enrolments, the number of promotions positions (does not include Religious Education Coordinators) required to be appointed, shall be determined on the basis of the respective primary and secondary enrolments and the relevant provisions above.

6 ALLOCATION OF DISCRETIONARY POINTS (Secondary and Primary)

6.1 The number of promotions positions at a school will be reviewed by the Diocese on an annual basis according to the enrolment at the school.

Where a school has points in excess of mandatory requirements as set out in this Agreement or pursuant to subclause 5.4 of the award, the points will be allocated by the Principal following a consultative process involving the Principal and staff.

VARIATION OF COORDINATOR POSITIONS

6.2 Where a Principal, after consultation with staff, seeks to vary the promotion structure in the school and this variation affects a current incumbent of a promotion position then where possible at least twelve months notice will be given to those other than temporary appointments affected by the alteration of promotion structure. The following procedure shall apply:

- (i) During that period any incumbent who is affected by the alteration may discuss this matter with the Principal.
- (ii) If the matter is not resolved at this level the teacher may refer this matter to the IEU Chapter representative or fellow staff member who will discuss this matter with the Principal.
- (iii) If the matter remains unresolved, and it is deemed appropriate by the employee, it shall be referred to the General Secretary of the IEU or his/her nominee, who will discuss the matter with the Director CSO or his/her nominee. The Catholic Schools Office may involve the Principal in these discussions.
- (iv) If less than twelve months notice is given of an intention by the Diocese to terminate a promotions position due to a restructure, or changes in enrolments or (in a secondary schools) change in hours of tuition in a particular subject area, the teacher holding such position, provided the position is not temporary, will be entitled to salary maintenance. This maintenance will be at the rate of pay applicable from time to time to the promotions position held by the teacher. This will continue until the end of the of twelve month period from the date he or she received notice of the termination of the position, provided the teacher remains employed by the Diocese during this period.
- (v) Clause (iv) will apply in situations where a position is reduced; for example when a 3 point Coordinator's position in a secondary school is reduced to a 2 point Coordinator's position or when a 2 point Primary Coordinator's position is reduced to a 1 point Coordinator's position.
- (vi) Clause (iv) will not apply where the teacher was advised at the time of appointment that the Coordinator's positions was for a specific purpose and it was expected that the appointment would not be renewed.

- (vii) In Primary Schools where enrolments have increased for both February and August census, such that there is an entitlement to an additional Coordinator position, an additional Coordinator shall be appointed from the commencement of the following school year. Where the Diocese forms the view that it may be unlikely that the enrolment will be maintained at that level, then the Coordinator appointment may be for one year only. When the position is advertised those who apply will be told the reason as to why the appointment will be for the one year.

Assistant Principals

- (viii) This clause applies in circumstances where the enrolment at a school varies, such that the Assistant Principal is in a different enrolment band for the purposes of salary payable. If the enrolment of a school at the August census date increases such that a different enrolment band is applicable, then the salary of the Assistant Principal shall increase from the beginning of the following school year. If the enrolment of a school increases at the February census date such that a different enrolment band is applicable and such increase is maintained in the August census date, then the salary of the Assistant Principal shall be increased from the beginning of the current school year.
- (ix) If the enrolment of a school decreases at a census date such that a lower enrolment band is applicable, the salary of the Assistant Principal shall be nevertheless maintained at the higher band until the end of the current contract of the Assistant Principal. Where the contract of the Assistant Principal is subsequently renewed at the same school, the salary of the Assistant Principal for the subsequent contract shall be determined by the enrolment band.

7. LENGTH OF APPOINTMENTS

A teacher will be generally appointed as Coordinator on the basis of a two year initial appointment and a further four year appointment with renewal of his or her appointment thereafter at six yearly intervals. Renewal of appointment will be subject to review of performance by the Diocese and any restructuring needs. However a Coordinator 1 or any extra 1 point position may be allocated to projects for one year.

8. APPOINTMENT/ REVIEW/APPRaisal

- (i) Teachers successful in promotions position applications will receive a Letter of Appointment. The school of appointment will be responsible for providing a more detailed Job Description.
- (ii) Each teacher appointed to a promotions position will be inducted by the school into that position and will be informed of professional expectations and duties.
- (iii) Each teacher holding a promotions position will be the subject of performance review while holding that position. Where the appointment to the promotions position is not renewed by the Diocese as a result of unsatisfactory performance, the teacher will be entitled to maintenance of salary at the rate which would have applied to the promotion position for a period of twelve months from the date of termination (or non-renewal) of the appointment unless the teacher received written notice from the Diocese that the appointment to the promotions position might not be renewed because of unsatisfactory performance twelve months prior to the refusal to renew the appointment, the teacher was advised of the nature of the concerns and was provided with assistance to address the concerns. In these circumstances an approach comparable to that set out in Attachment C to this Agreement should be followed.

ATTACHMENT C

MANAGING DEFICIENCIES IN A TEACHER'S PERFORMANCE

Set out below are the procedures to be followed where a deficiency arises with respect to a teacher's performance of his or her professional duties.

A. Introduction

There is a continuing need in each school for appraisal and evaluation at all levels to ensure that the educational aims of the school are being achieved.

Deficiencies in teacher performance need to be identified early. Action to overcome such deficiencies should be taken immediately.

In all such cases, the Principal, assisted as appropriate by senior members of staff, should help the teacher to identify the deficiency and develop effective strategies for a resolution of the deficiency within a reasonable period of time.

Where this approach fails, or where the problem is immediate and serious, the Principal is required to refer the matter to the Director of Schools.

In dealing with these situations, Principals should, wherever practicable, follow these procedures, not only in the interest of efficiency and consistency in management but also in the interests of justice and fairness to the Diocese, its schools and their staffs.

B. The School

- (i) All deficiencies which arise within a school in relation to a teacher may be discussed within the school by the Principal and the teacher with a view to their resolution.
- (ii) Any such deficiency which is discussed within the school (whether regarded at that stage as having been satisfactorily resolved or not) may again become relevant where the problem continues to exist or if further deficiencies develop.
- (iii) It is not essential in the school context for all deficiencies to be brought to the teacher's attention in writing.
- (iv) Where a Principal seeks to interview a teacher in relation to a deficiency, the teacher may be accompanied by another teacher of his/her choice from the staff of the school who may be the IEU school chapter representative or IEU official. Prior to the interview the teacher will inform the school as to who will be the support person.
- (v) Where a deficiency has been brought to the principal's attention on a written complaint from parents, pupils or other staff members, the teacher must be allowed to see the complaint in any case where the principal seeks to rely on the complaint.
- (vi) Any person present at an interview between a Principal and a teacher is free to take notes. Should the Principal choose to make a formal record in writing of the interview, a copy of this record should be furnished to the teacher as soon as practicable thereafter. In no circumstances is the teacher to be asked or required to sign any such record of interview.
- (vii) In any such interview between a Principal and a teacher, the Principal will inform the teacher of the nature of the deficiency and the teacher is to be given an opportunity to respond.

- (viii) Any specific instructions given to the teacher by the Principal, as well as any strategies to assist the teacher to overcome the deficiency and the period of time in which those strategies are expected to lead a resolution of the problem, are to be confirmed in writing by the Principal to the teacher.
- (ix) If, during this process, it is necessary for a Principal to warn, censure or reprimand the teacher, any such action must be followed up in writing to the teacher and a copy placed on the teacher's file in the school.
- (x) Where, in the opinion of the Principal, the deficiency is so immediate and serious that the above procedures cannot be applied or where a deficiency remains unresolved after the application of the procedures, the Principal shall refer the matter to the Director of Schools or nominee.

C. The Catholic Schools Office

- (i) The Director of Schools or nominee will advise the teacher in writing that the matter has been referred to him by the Principal.
- (ii) If the Director of Schools or nominee determines that a CSO officer will interview the teacher concerned, the Director or nominee will advise the teacher that such an interview is to take place. The advice will normally be in writing and will indicate the time and place of the interview, the nature of the matters to be discussed and who may be expected to be present.
- (iii) The teacher may be accompanied at such interview by another teacher of his/her choice from the staff of the school who may be the IEU chapter representative in the school or the teacher may be accompanied by an IEU officer. The teacher will advise the CSO as to who will be the support person prior to the interview.
- (iv) Any person present at the interview is free to take notes. The CSO officer will ensure that a written record of the interview is made and a copy of this record will be furnished to the teacher as soon as practicable thereafter. In no circumstances is the teacher to be asked or required to sign any such record of interview.
- (v) During the interview, the CSO officer will inform the teacher of the nature of the deficiency referred by the principal to the Director of Schools or nominee and will show to the teacher any written allegations, complaints or reports pertinent to the matter. The teacher will be given an opportunity to respond.
- (vi) If the CSO officer determines to conduct further interviews with the teacher, the above procedures shall also apply to such interviews.
- (vii) As soon as is practicable after the final interview, but ordinarily not more than five (5) working days after the interview, the teacher will be informed in writing by the Director of Schools or by the CSO officer who conducted the interview(s) that :
 - (a) no further action is necessary; or
 - (b) there is a need for improvement in the teacher's performance and the matter will be reviewed at a later date; or
 - (c) there are specific matters which have caused concern and that any re-occurrence of those matters may result in further action being taken by the employer; or
 - (d) steps will be taken to make available to the teacher appropriate advisory or counselling services; or

- (e) the teacher is to be disciplined and the nature of such disciplinary action; or
 - (f) such other steps as regarded appropriate by the employer are to be taken.
- (viii) Where the teacher is advised that his/her performance is to be reviewed at a later date, the Director of Schools or the CSO officer who conducted the interview(s) will inform the teacher in writing of:
- (a) the aspects of the teacher's performance to be reviewed and the nature of the improvement required;
 - (b) the method that will be used to conduct the review;
 - (c) the name(s) of the person(s) who will conduct the review;
 - (d) the approximate time(s) at which the review will be carried out;
 - (e) the nature of any special assistance that will be made available to the teacher during the course of the review.
- (ix) At the end of the period of review as mentioned in (viii) (d) above, the teacher will be advised in writing that:
- (a) the process of review has been completed and that the required improvement in the teacher's performance has been achieved; or
 - (b) the process of review is to be extended; or
 - (c) the process of review has been completed and that the required improvement in the teacher's performance has not been achieved.
- (x) In cases where the required improvements in the teacher's performance have not been achieved clause 15 (Termination) of the Award shall be applied.

ATTACHMENT D

REDEPLOYMENT

1.0 Introduction

This attachment applies to full-time or part-time teachers employed in ongoing positions in systemic schools within the Diocese of Maitland-Newcastle. It does not apply to teachers employed on a casual or temporary basis.

In the event of a teacher staffing reduction in a particular school and the necessity to relocate teachers, this document shall form the basis of addressing such situations. In specific cases, consideration may be given options other than redeployment. These options may include: - retraining or re-skilling or redundancies, but the teacher would be permitted to take up only one of these options. Consideration of the appropriateness of these options will be on a case by case basis.

The Maitland-Newcastle Catholic diocesan school system is committed to employment conditions which support and nurture employees in the exercise of their role. It therefore has a pastoral concern for the teachers affected by such reductions and seeks to effect reasonable and appropriate redeployment.

2.0 Principles significant to redeployment

- 2.1 The Maitland-Newcastle Catholic diocesan school system is committed to ensuring that the dignity of each staff member is maintained.
- 2.2 The Maitland-Newcastle Catholic diocesan school system will endeavour to provide security of employment for teachers and to take all reasonable measures to avoid redeployment and forced redundancies.
- 2.3 The Bishop of Maitland-Newcastle is the employer of all staff engaged in systemic schools within the diocese. He has delegated to the Director of Schools the responsibility for the employment of staff. Principals normally act as the employing agent for the Director. It is always the right of the Director to appoint staff directly.
- 2.4 Principals in schools where staffing reductions occur will ensure that all teachers, especially those who might be affected, are appropriately informed and consulted throughout the redeployment process.
- 2.5 Teachers in schools where staffing reductions occur have the right to request the support of the union, and if they so wish, instruct the union to negotiate on their behalf.
- 2.6 The Principal, in consultation with the Assistant Director, will examine the schools needs including timetables and available release work to establish whether such redeployment can be avoided or diminished.
- 2.7 All teachers nominated for redeployment, will be regarded by the employer as appropriately skilled and competent. Nonetheless, some teachers may have special needs which will be considered: (e.g. live in remote areas)
- 2.8 The process will be conducted in a timely manner.
- 2.9 The right of all parties to confidentiality will be observed.

3.0 Procedures for redeployment

- 3.1 When it becomes evident that redeployment is necessary in a school, the Assistant Director will ensure that the principal, the staff and the NSW Independent Education Union are informed.
- 3.2 If redeployment is necessary in a particular school, teachers will be informed of the processes to be observed.
- 3.3 If redeployment is necessary in a particular school, teachers in the affected area will be invited to volunteer for redeployment without prejudice. Teachers may elect to seek the advice and support of the Independent Education Union in this process. Staff members interested will be advised of relevant permanent and if necessary, temporary vacancies. Teachers who volunteer for redeployment do so on the understanding that they have priority in the staffing process.
- 3.4 If the number of volunteers is insufficient to resolve the redeployment need the following will apply:
 - (i) The principal, in consultation with the Assistant Director, will then determine the criteria for the selection of teacher(s) to be redeployed. The principal will consult with teachers concerning the proposed criteria. Teachers may wish to seek advice from the IEU in relation to these criteria.
 - (ii) The principal, in consultation with the Assistant Director, will then determine which teachers are to be redeployed and will inform the teachers of the factors relevant to the decision.
- 3.5 In order to assist redeployment, teachers to be redeployed will be requested to provide the Head of Employee Services with a summary of their experience and qualifications and an indication of their preference(s) for placement.
- 3.6 The Head of Employee Services will instruct some or all principals not to employ staff until all teachers to be redeployed have appropriate positions.
- 3.7 The Head of Employee Services will, on behalf of the Director of Schools, make an offer of two positions, to each teacher to be redeployed. If possible, these offers will be made simultaneously, and will take into account the indications of preferences in 3.5.
- 3.8 The teacher, after receiving offers, will be required to notify the Head of Employee Services in writing of the acceptance or rejection of the offer within two working days of the offer being made.
- 3.9 In the event of both offers being rejected by the teacher, there is no further obligation on the Diocese for redeployment of the teacher and the redundancy policy could be invoked. However this does not preclude the Diocese from informing the teacher of possible alternative placements at a later date.
- 3.10 If a teacher disputes the process in a given situation, the teacher may request that the Director of Schools reviews the process. Any such request shall be made promptly and a teacher may seek the support of the IEU.
- 3.11 Removal Expenses
 - (i) Where a teacher is redeployed from one school to another and the school to which the teacher is redeployed is more than 25 kms for their the teacher place of residence, the teacher will have the right , if the teacher chooses to change residence to a location closer to the teacher's new school, to claim removal expenses.

- (ii) Removal expenses will be reasonable costs associated with the removal of the teacher's furniture and effects against risks not borne by the carrier as a common carrier.
- (iii) It will be the responsibility of the teacher to apply to the CSO prior to the anticipated date of removal, for the payment of removal expenses and such application (on the prescribed form) is to be accompanied by:
 - (a) an inventory of furniture and effects with the appropriate cubic content thereof:
 - (b) quotations from two carriers for the cost of removal
 - (c) two quotations for the cost of insuring furniture and effects against risks not borne by the carrier as a common carrier

3.12 Special efforts will be made to ensure this policy does not impact negatively on remote schools

3.13 A review of these procedures will be undertaken in 2008.

**DIOCESE OF MAITLAND-NEWCASTLE
POLICY STATEMENT**

REDUNDANCY

1. Rationale

The Catholic Schools Office (CSO) recognises that the retrenchment of staff is necessary from time-to-time. This may be caused by a number of factors; including, decreasing enrolments, organizational changes, or technological change. Redundancy emphasises the loss of jobs due to a continuous reduction in the work available and does not apply where separation or termination of employment is due to ill health, misconduct, unsatisfactory performance, resignation or retirement.

2. Aims

The CSO through this Policy aims to:

- Assist those affected by redundancy.
- Encourage consultation between the CSO and those affected.
- Promote Responsible Stewardship of the available resources.

3. Implementation

3.1 Application

3.1.1 The terms of this policy only apply to full-time and part-time permanent staff engaged under the following awards:

- Teachers (Country and Regional Diocese) (State) Award 2006.
- Principals (Country and Regional Diocese) (State) Award 2006.

The policy also applies to staff employed by the CSO as Education Officers and Professional Officers.

NB. For Administrative Support Staff employed in the CSO, the provisions of the School Support Staff (Country and Regional Diocese) (State) Award 2005 shall apply.

3.1.2 A reduction in hours will be regarded as a partial redundancy and pro-rata payment will be made in accordance with Clause 3.3, Severance Pay.

3.2 Discussions before Termination

3.2.1 Where the CSO has made a definite decision to make a position redundant, and this involves the retrenchment of one or more employees, the CSO shall hold discussions with those directly affected and with the union to which they belong.

3.2.2 For the purposes of the discussion the CSO shall provide to those affected, and the union to which they belong, all relevant information about the proposed termination including the reasons for the proposed termination and the period over which the termination is likely to be carried out, provided that the CSO shall not be required to disclose confidential information the disclosure of which would adversely affect the CSO.

3.3 Severance Pay

3.3.1 In addition to pro-rata annual leave (including annual leave loading) and long service leave entitlements accrued at the date of cessation, an employee receiving a redundancy will receive a severance payment according to the following scale:

Years of Service	Entitlement for employees aged less than 45	Entitlement for employees aged 45 years and over
0-1	Nil	Nil
1-2	4 weeks	5 weeks
2-3	7 weeks	8.75 weeks
3-4	10 weeks	12.5 weeks
4-5	12 weeks	15 weeks
5-6	14 weeks	17.5 weeks
6-7	16 weeks	20 weeks
7-8	17 weeks	21.5 weeks
8-9	18 weeks	23 weeks
9-10	19 weeks	24.5 weeks
10-11	20 weeks	26 weeks
11-12	21 weeks	27.5 weeks
12-13	22 weeks	29 weeks
13 +	26 weeks	32.5 weeks

In calculating years of service, only continuous service as a permanent employee of the Diocese of Maitland-Newcastle will be taken into account.

Redundancy payments will not be made to an employee employed on a temporary basis, on a fixed term contract or engaged as a casual.

3.4 Basis of Remuneration Payments

3.4.1 Remuneration payments will be determined in terms of the salary of the employee at the date of redundancy.

3.4.2 Payments will be taxed in accordance with the prevailing legislation. Concessional rates of tax may be available pursuant to the legislation. This is not available for partial redundancy payments.

3.5 Further Assistance

Where requested, an employee under notice of retrenchment will be provided with the following assistance.

3.5.1 Up to five days paid leave will be granted for the purpose of seeking alternative employment, obtaining career advice and financial advice on the management of redundancy payments;

3.5.2 A sum, not exceeding \$1,500, will be provided to allow the employee to access advice from a financial advisor or from a careers counsellor to assist them. Any advice received and accepted by the employee will be between the employee and the advisor or counsellor and the Diocese will not be liable for any damages arising from the employee acting on such advice.

3.6 Further Employment

Where an employee receives a redundancy payment, they will not be eligible for further employment with the Catholic Schools Office for a period of six months from their date of separation.

4. Evaluation

This policy will be reviewed as necessary to reflect discussions in other workplaces and relevant changes to Legislation.