

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA97/128

TITLE: Teachers Employed by the Catholic Education Office Diocese of Parramatta

I.R.C. NO: 97/3396

DATE APPROVED/COMMENCEMENT: 3 July 1997

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**NEW AGREEMENT OR
VARIATION: New**

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**COVERAGE/DESCRIPTION OF
EMPLOYEES: To apply to Teachers employed by the Diocese**

PARTIES: Diocese of Parramatta -&- New South Wales Independent Education Union



ENTERPRISE AGREEMENT



TEACHERS EMPLOYED BY THE CATHOLIC EDUCATION OFFICE, DIOCESE OF PARRAMATTA

Arrangement

Clause No.

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Conditions of Appointment and Employment

1. PARTIES TO THE AGREEMENT

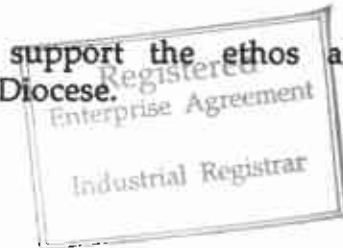
This agreement is made between the Diocese of Parramatta (the "Diocese") and the New South Wales Independent Education Union (the "TEU") a registered organisation of employees.

2. SCOPE OF AGREEMENT

This agreement shall apply to teachers employed by the Diocese.

3. CATHOLIC ETHOS

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



4. AWARD

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

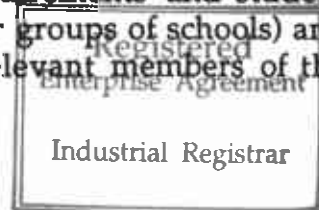
5. OBJECTS OF THE AGREEMENT

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 Catholic education within 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 Relations Commission;
- in particular, that productivity and efficiency have a growing influence in educational policies and practices. The Diocese is expected to do more with the same level of resources, necessitating productivity and efficiency improvements;
- the fact that improvement in efficiency is often of a qualitative rather than a quantitative kind means that this kind of productivity can warrant salary increases.

6. FLEXIBILITY IN SCHOOL DAY

The parties are committed to positively considering flexibility in the timing and length of the school day to meet changing curriculum requirements and student needs. Agreements would be made (for particular schools or groups of schools) and would reflect the outcomes of discussions involving the relevant members of the school and Diocesan communities.



7. FLEXIBILITY IN SCHOOL YEAR

The Diocese has indicated that it wishes to explore flexibility in the school calendar year to meet student needs, particularly in relation to HSC students and the September/October pupil vacation period. The parties have agreed to consider arrangements which may be proposed for particular schools or groups of schools. Such proposed arrangements would reflect the outcomes of discussions involving the relevant members of the school and Diocesan communities. Teachers involved in this arrangement who work normal pupil vacations will receive time off in lieu at some other time of the year. In early 1998, the parties will review any such arrangements implemented in 1997 with a view to agreeing on guidelines for the future, if these are needed.

8. TEACHER APPRAISAL

The parties recognise the need for teacher appraisal as part of a teacher's ongoing professional development according to the Diocesan policy and 1989 Structural Efficiency Agreement. Appraisal processes will be according to procedures agreed between the Diocese and the I.E.U.

9. BEGINNING TEACHERS IN PRIMARY SCHOOLS

In order to assist the induction of beginning teachers in their first year of full time teaching, a staffing loading of 0.05 FTE will be available for each beginning teacher. For the purposes of this loading, a beginning teacher is defined as one who is paid according to the first year salary scale, or, for particular circumstances, has been defined by the Area Administrator to be a beginning teacher. This allocation must be used to assist the beginning teacher by providing extra release time for planning, programming and consultation. It may also be used to release other staff members for the specific purpose of assisting the beginning teacher.

10. JOINT UNION PROJECT

As agreed in EAV456/94, provision of \$100,000 per year is made to an initiative which will enhance the professional, organisational and/or industrial practices within Diocesan primary schools. The particular initiative will be negotiated annually. In 1997 the allocation will be used to increase the current loading to large classes.

11. OCCUPATIONAL HEALTH & SAFETY

The parties recognise the joint responsibility of management and staff to promote occupational health and safety in the work place.

The Catholic Education Office is responsible for providing a healthy and safe working environment and establishing procedures that ~~prevent work-related accidents and illnesses.~~

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The Catholic Education Office encourages the establishment of occupational health and safety committees in all schools and will provide ~~training for committee members.~~

Teachers, while at work, are responsible for complying with established procedures that enhance the health, safety and welfare of staff, students and visitors to the school site.

12. PROMOTION POSITIONS

The promotion positions in schools operated by the Diocese will be set out in Attachment A to this Agreement.

13. RELIGIOUS EDUCATION CO-ORDINATORS

The conditions of appointment and employment of Religious Education Co-ordinators in schools operated by the Diocese will be as set out in Attachment B to this Agreement.

14. ASSISTANT PRINCIPAL SALARY

The salaries and allowances of Assistant Principals are combined into a single salary as set out in the following tables.

These rates replace the salaries in Table 1 and allowances in Item 3 of Table 2 in Part B of the Award.

Primary Schools

	27 Aug '96 \$	3 Feb '97 \$	1 July '97 \$	1 July '98 \$	1 Jan '99 \$
101-250	53,604	54,354	57,308	59,027	60,798
251-400	54,668	55,530	58,647	60,406	62,219
401-600	55,851	56,798	60,055	61,856	63,712
601-800	57,035	58,100	61,532	63,378	65,280
801+	58,219	59,403	63,010	64,900	66,847

Secondary Schools

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	27 Aug '96 \$	3 Feb '97 \$	1 July '97 \$	1 July '98 \$	1 July '99 \$
201 - 300	55851	56798	60055	61856	63712
301-600	57035	58100	61532	63378	65280
601-900	58219	59403	63010	64900	66847
900-1200	59601	60703	64485	66419	68412
1200 +	60,585	62,005	65,962	67,941	69,980

15. REVIEW OF EXECUTIVE STRUCTURES


The Catholic Education Office, in consultation with the Independent Education Union, will review the total executive structure, particularly in primary schools, to move to closer parity with the Department of School Education schools in terms of total cost of executive positions by July, 1999.

16. DURESS

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

17. TERM

This enterprise agreement shall expire on 30 June, 1999.



Dr Anne Benjamin
Acting Executive Director of Schools
Diocese of Parramatta



Mr Richard Shearman
General Secretary
N.S.W. Independent Education Union

**PROMOTION POSITIONS
IN THE
DIOCESE OF PARRAMATTA**

Registered
Enterprise Agreement
Industrial Registrar

1.0 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.

2.0 POINTS CONVERSION AND CHANGES IN DEFINITION

2.1 Positions currently nominated in the Teachers (Archdiocese of Sydney and Diocese of Broken Bay and Parramatta) (State) Award will be allocated points as follows:

- Special Projects Teachers (1 point)
- Co-ordinator 1 (1 point)
- Co-ordinator 2 (2 points)
- Co-ordinator 3 (3 points)

3.0 POSITIONS AND DEFINITIONS

3.1) Special Projects Teacher

A Special Projects Teacher means a teacher appointed as such who is responsible for developing and implementing outstanding teacher practice and leadership with particular reference to the performance and quality of teachers in the school or who is required to perform other duties (of comparable level including in the area of pastoral care) requiring a high level of professional expertise.

3.2a) Co-ordinator 1 - Secondary

A "Co-ordinator 1" in a Secondary school means a teacher appointed to be responsible for:

- i) an area of curriculum; and/or
- ii) pastoral care; and/or
- iii) support and provide supervision for those responsible for the teaching and implementation of programs, and/or
- iv) other duties as determined by the Principal.



3.2b) Co-ordinator 1 - Primary

A "Co-ordinator 1" in a Primary school means a teacher appointed to be responsible for:

- i) an area of curriculum; and/or
- ii) an identified program in the school;
- iii) other duties as determined by the Principal.

3.3a) Co-ordinator 2 - Secondary

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

- i) co-ordination of the program of work in area(s) of curriculum; and/or
- ii) co-ordination of pastoral care or other programs; and/or
- iii) support and provide supervision for those responsible for the teaching and implementation of programs;
- iv) other duties as determined by the Principal.

3.3b) Co-ordinator 2 - Primary

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

- i) the co-ordination of identified curriculum area(s); and/or
- ii) the co-ordination of identified program(s); and/or
- iii) the support and supervision for those responsible for the teaching and implementation of programs;
- iv) other duties as determined by the Principal.

3.4a) Co-ordinator 3 - Secondary

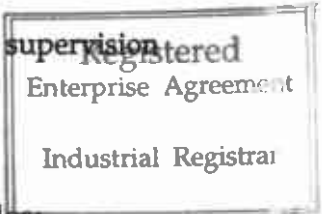
A "Co-ordinator 3" in a Secondary school means a teacher appointed to be responsible for:

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

3.4b) Co-ordinator 3 - Primary

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

- i) the co-ordination of curriculum and any program (s) as determined by the Principal; and/or
- ii) the support and supervision for those responsible for the teaching and implementation of programs; and/or
- iii) the support and supervision of those responsible for the supervision of teaching and programs implementation;
- iv) other duties as determined by the Principal.



4.0 The Diocese will allocate points according to the following tables:

4.1 Points Allocation - Secondary Schools

Secondary Enrolment	Proposed Points
301 - 400	14
401 - 500	16
501 - 600	18
601 - 700	22
701 - 800	24
801 - 900	28
901 - 1000	30
1001 - 1100	32
1101 - 1200	34
1201 - 1300	36

For schools with enrolments beyond 1300 or involved in a multi-campus complex, the number of promotion points beyond 36 will be determined on an individual basis after negotiation with the I.E.U.

4.2 Points Allocation - Primary Schools

Primary Class Groups	Proposed Points
0 - 5	-
5 - 8	3
9 - 12	3
13 - 16	5
17 - 19	6
20 - 23	7
24 - 26	8
27 - 30	10

- 4.3 Where the needs of a secondary school indicate it is appropriate, the Diocese may appoint a second Assistant Principal following normal consultation process outlined in 6.0 below. In these cases, three points from the school's allocation of points will be put towards the second position of Assistant Principal.

The decision regarding an additional Assistant Principal rests with the Diocese.

5.0 RATIONALE FOR REDISTRIBUTION OF PROMOTION POINTS

The restructuring of promotion positions will have regard for:

- (i) nature and pattern of enrolments;
- (ii) actual and future school and pupil needs;
- (iii) curriculum structure and requirements;
- (iv) Board of Studies requirements;
- (v) the results of a school's involvement in the Diocesan School Development Program;
- (vi) sound management/organisation practices;
- (vii) the need to recognise and remunerate added responsibility and work in curriculum, pastoral and administrative leadership;
- (viii) the provision of career paths for teachers;
- (ix) any other matter consistent with the identified needs of the school, including change in school structures.

6.0 CONSULTATION PROCESS

Restructuring proposals shall be discussed with the whole staff with reasonable opportunities for examination and response. Any proposal which might affect adversely an incumbent shall be accompanied by the rationale for the proposal. A teacher affected shall have the opportunity to discuss this with the principal and may refer the matter to the I.E.U. Nothing in this agreement shall prevent the I.E.U. or the Diocese from jointly considering and dealing with such a matter.

A teacher adversely affected by redistribution shall be given no less than a full term's notice. A teacher who loses a position as a result of restructuring will be given 12 months' notice or continue to be paid the allowance for one full year, (or paid the difference between the old and new allowance for one full year, where applicable).

The ultimate decision for the allocation of all promotion positions, apart from the Assistant Principal position which is a Catholic Education Office appointment, will rest with the Principal.

7.0 APPOINTMENT PROCEDURES

Positions will normally be advertised and appointments will be made through a panel process. Appointments will be made on the basis of merit and suitability. The process will incorporate principles of equal employment opportunity and affirmative action strategies. Appointees will be provided with a letter of appointment detailing tenure, role description and appraisal procedures.

8.0 PERIOD OF APPOINTMENT

- 8.1 The initial appointment will be for a period of two years.
- 8.2 Following satisfactory appraisal before the completion of the two year period and the maintenance of the position, a further three year appointment will be offered. In circumstances where substantial areas of concern are being addressed through a developmental plan and grievance procedure, then further appointment may be for a shorter period.
- 8.3 Further contracts following satisfactory appraisal and a continuation of the position will be for three years.
- 8.4 In exceptional circumstances, such as changing school structures and following consultation with the Area Administrator, an appointment for a lesser period than three years may be offered.

8.5 In all other cases, co-ordinators will maintain their positions subject to agreed appraisal and grievance procedures as set out in Clause 11, and subject to the outcome of consultation processes regarding restructuring of positions when this is deemed appropriate and/or necessary according to Paragraph 5.0 above.

8.6 Special Project Teacher appointments would normally be for one year.



9.0 INDUCTION

Each teacher appointed to a promotion position will be inducted into that position by the Principal or Principal's delegate. The Catholic Education Office will enter into discussion with the I.E.U. regarding induction processes.

10.0 EQUITABLE WORK LOADS

Where there is a program of work in an area of instruction in a secondary department, the hours of which aggregate more than 54 hours per week averaged over the school year, a teacher will ordinarily be appointed to co-ordinate such area of instruction. Such a position shall attract a minimum of 2 points.

In determining an area of instruction an employer may aggregate two or more subjects to comprise an area of instruction (KLA). However, the total hours of aggregated instruction in the area of instruction that involves more than one subject shall not exceed 108 hours per week, averaged over the school year. Where hours per week exceed 108 the area of instruction shall attract a minimum of 3 points.

There is no requirement to appoint a teacher to a 3-point position; the position could be filled by appointing a 2-point co-ordinator assisted by a 1-point co-ordinator.

11.0 APPRAISAL

11.1 Each teacher in a promotion position will participate in an ongoing appraisal process with either the Principal or the Principal's delegate according to procedures to be agreed between the Diocese and the I.E.U. Once in each period of appointment a broader based appraisal will take place. This will involve self-appraisal, consultation with executive and school community members (nominated by the teacher) and a formal appraisal report.

11.2 Where there are significant areas of concern in the performance in the role, a clearly documented development plan with an agreed time line will be initiated as the first stage of a grievance procedure. Success in implementing the development plan will determine whether the grievance procedure is continued.

11.3 The above procedures will not prevent the Executive Director of Schools or a Principal in consultation with the Executive Director of Schools instituting, during a period of appointment a grievance procedure for an appointee whose performance is considered sufficiently unsatisfactory to warrant such action.

12.0 SUMMARY DISMISSAL

The foregoing shall not affect the right of the employer to remove a teacher summarily from a promotion position for incompetence, misrepresentation, neglect of duty or other misconduct.



13.0 Notwithstanding as above, the I.E.U. and Catholic Education Office may vary practice to suit the particular needs of a given school.

RELIGIOUS EDUCATION CO-ORDINATORS CONDITIONS OF APPOINTMENT AND EMPLOYMENT



INTRODUCTION

The Diocesan Plan *Touching the Future Together* asserts that Religious Education is *inextricably related to the nature and purpose* of our schools. It states that *each school will be a sign of the presence of God, will teach and reflect Gospel values, will foster in young people the desire to know Jesus Christ in Word and Sacrament, will help them know and value the rich heritage of Catholic teaching culture and tradition.* (Goal 1 *Touching the Future Together*).

While each member of staff shares in the responsibility of creating and participating in the prayer and liturgical life of the school, the Religious Education Co-ordinator holds a central leadership place in the school community and in promoting the mission of the church.

The Religious Education Co-ordinator has a specific responsibility for learning programs, resources and the professional development of staff in order to enhance the quality of teaching and learning in Religious Education.

1.0 Religious Leadership and the Religious Education Co-ordinator

- 1.1 Prime responsibility for religious leadership in the school rests with the Principal.
- 1.2 The Religious Education Co-ordinator is a member of the School Executive who assists and supports the Principal in this ministry of leadership.
- 1.3 The Religious Education Co-ordinator has a leadership role in the co-ordination of faith formation within the school and of the formal Religious Education curriculum.

2.0 Selection of Religious Education Co-ordinators

2.1 Criteria for Selection:

A Religious Education Co-ordinator will:

- 2.1.1 be a practising Catholic with an appreciation of the Catholic tradition and an awareness of its contemporary expression.
- 2.1.2 be committed to Catholic Education and the Mission of the Church and have a sound knowledge and understanding of Religious Education principles and practices.
- 2.1.3 have a demonstrated potential to assist in promoting the religious dimension of the Catholic School.
- 2.1.4 have a capacity to develop and maintain school-parish links and school-family links in relation to faith development.
- 2.1.5 be classified as four (4) year trained. If Award requirements are not met fully, consideration may be given for eligibility provided four years of professional training is in evidence. This will not effect classification.
- 2.1.6 have at least five (5) years successful teaching experience in Religious Education in schools or other relevant ministries such as Youth Ministry or Adult Faith Development.
- 2.1.7 in addition to being accredited, or being eligible for accreditation as a teacher of Religious Education in the Diocese of Parramatta, have an academic background in Scripture, Liturgy, Theology and Religious Education such as a Graduate Diploma in Religious Education, Bachelor of Theology etc.
- 2.1.8 be familiar with current thinking in Religious Education and have a demonstrated ability in Religious Education curriculum development and evaluation.
- 2.1.9 have effective leadership and administrative skills.
- 2.1.10 have the ability to contribute to and work in a team situation.
- 2.1.11 possess demonstrated effective interpersonal skills.



2.2 Selection and Appointment Procedures:

2.2.1 All Religious Education Co-ordinator positions will be advertised and appointments made by the Principal with the approval of the Parish Priest or Priest Co-ordinator following the recommendations submitted by the appropriate selection panel.

2.2.2 Panel for Secondary Religious Education Co-ordinators:

- Principal (Convenor/Chair)
- Priest Co-ordinator
- Assistant Principal
- Nominee of Head of Division, Religious Education
- Parent Representative

2.2.3 Panel for Primary Religious Education Co-ordinators:

- Principal (Convenor/Chair)
- Parish Priest
- Assistant Principal
- Nominee of Head of Division, Religious Education
- Parent Representative

2.2.4 Letter of Appointment

Appointees will be provided with a Letter of Appointment from the Principal. Shortly after appointment, the Religious Education Coordinator shall be welcomed in writing by the delegate of the Executive Director responsible for Diocesan Religious Education.

2.3 Period of Appointment

2.3.1 the initial appointment will be for a period of two (2) years.

2.3.2 following satisfactory appraisal before the completion of the two year period a further three (3) year appointment will be offered. In circumstances where substantial areas of concern are being addressed through a developmental plan and grievance procedure, then further appointment may be for a shorter period.

2.3.3 further contracts following satisfactory appraisal and a continuation of the position will be for three (3) years.

2.3.4 in exceptional circumstances, such as changing school structures, a lesser period than three years may be offered after consultation with the Union.

2.4 Transition Arrangements for Incumbent Religious Education Co-ordinators:

All incumbent Religious Education Co-ordinators will be appointed for three (3) years from the beginning of the 1997 school year.

Reappointments from 2000 will be contingent on significant progress towards meeting the selection criteria in 2.1.

Responsibility for professional development to ensure present incumbents satisfy the criteria described in 2.1 rests jointly with the Enterprise Agreement incumbent and the Catholic Education Office.



3.0 Formation and Professional Development

3.1 The formation of the Religious Education Co-ordinator is primarily the responsibility of the Principal with the support of the Education Officers (Religious Education), of the Catholic Education Office.

3.2 The Catholic Education Office will provide professional development meetings and programs specifically tailored to the requirements and needs of personnel in the role of Religious Education Co-ordinator. As well, incumbents are encouraged to attend Inservice programs that are provided for leadership development and for ongoing education in Theology, Scripture and Spirituality.

4.0 Appraisal

4.1 The Religious Education Co-ordinator will participate in an ongoing appraisal process with the Principal. Once in each period of appointment a broader based appraisal will take place. This follows the agreed procedures for Co-ordinator Appraisal in the Diocese of Parramatta with the exception that the Parish Priest/Priest Co-ordinator will be consulted in the process.

4.2 Where there are significant areas of concern about the performance of the Religious Education Co-ordinator in the role, a clearly documented development plan with an agreed time line will be initiated as the first stage of a grievance procedure. Success in implementing the development plan will determine whether the grievance procedure is continued.

5.0 Allowance for Religious Education Co-ordinators

5.1 The allowance payable for the position of Religious Education Co-ordinator will be based on the existing promotion position structure of Co-ordinator 1, Co-ordinator 2 and Co-ordinator 3.

5.2 The position of Religious Education Co-ordinator will be assigned additional points by comparison with other Co-ordinator positions for the following reasons:

- The Religious Education Co-ordinator is a member of the school executive.
- The Religious Education Co-ordinator facilitates and promotes the religious dimension across all Key Learning Areas.
- The Religious Education Co-ordinator has a liaison role with the wider community.



5.3 Points Allocation

5.3.1 Primary Schools

Primary Class Groups	Points
1 - 7	2
8 - 12	2.5
13 - 27	3
27 +	3 plus an additional 1 point for the appointment of an Assistant Co-ordinator in Religious Education

5.3.2 Secondary Schools

Secondary Enrolments	Points
1 - 900	3
900 +	3 plus an additional 1 point for the appointment of an Assistant Co-ordinator in Religious Education