

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO: EA98/286**

**TITLE: Teachers and Principals (Catholic Diocese of Wagga Wagga)  
Enterprise Agreement 1998**

**I.R.C. NO: 98/5470**

**DATE APPROVED/COMMENCEMENT: 29 October 1998**

**TERM: Expires 31 December 1999**

**NEW AGREEMENT OR  
VARIATION: New**



**GAZETTAL REFERENCE:**

**DATE TERMINATED:**

**NUMBER OF PAGES: 32**

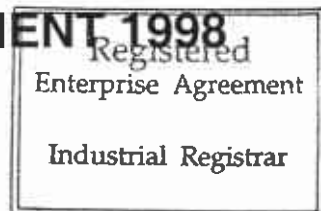
**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** Applies to principals, teachers & teacher/librarians employed in the Diocese of Wagga Wagga primary schools and the following secondary schools: Catholic High School, Griffith; St. Francis de Sales Regional College, Leeton; St. Michael's Regional High School, Wagga; Trinity Senior High School, Wagga; Xavier High School, Albury

**PARTIES:** Trustees of the Diocese of Wagga Wagga -&- New South Wales Independent Education Union

**TEACHERS AND PRINCIPALS**  
**(CATHOLIC DIOCESE OF WAGGA WAGGA)**

**ENTERPRISE AGREEMENT 1998**



## ARRANGEMENT

Clause No:	Subject Matter:
1	Catholic Ethos, Principles of Employment and Objects of the Agreement
2	Parties to the Agreement
3	Scope of the Agreement
4	Definitions
5	Salary Packaging
6	Flexibility in School Day
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13	Travelling Expenses
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Attachment A: Principles of Employment

Attachment B: Promotion Positions:

- (a) Catholic High School, Griffith
- (b) Xavier High School, Albury
- (c) St Francis de Sales Regional College, Leeton
- (d) St Michael's Regional High School, Wagga Wagga
- (e) Trinity Senior High School, Wagga Wagga

## 1. Catholic Ethos, Principles of Employment and Objects of the Agreement

The parties acknowledge the need for teachers to support the ethos and philosophy of Catholic education which operates in the Diocese, as set down in the "Principles of Employment" in Attachment A.

Registered  
Enterprise Agreement

Industrial Registrar

In reaching this Agreement, the parties have recognised:

- (a) the need to maintain a working environment in which education can be provided in harmony with the schools' philosophy, and the charism of the founders of the religious congregation(s) which established each school;
- (b) that this Agreement is intended to assist and promote the delivery of education of a high quality in the schools, consistent with the approach of the Non-Government school sector reported in the 1992 State Wage Case Decision of the New South Wales Industrial Commission;
- (c) that productivity and efficiency have a growing influence in educational policies and practices. Each school is expected to do more with the same level of resources, necessitating productivity and efficiency improvements which may be qualitative rather than quantitative;
- (d) the variety of managerial and educational arrangements that exist requiring flexibility in the application of regulations that govern employment practices;
- (e) the multi-campus nature of some schools;
- (f) the professional standing of the teaching staff in each school;
- (g) mutual responsibility to protect, maintain and develop the quality of education at each school, the life of the school and public perception of its people and programmes;
- (h) the parties' ongoing commitment to the 1989 Award Restructuring Agreement;
- (i) the need to maintain the long term financial viability of schools in the Diocese;
- (j) the value in developing Industrial Relations principles and they are committed to progressing this during the life of the Agreement.

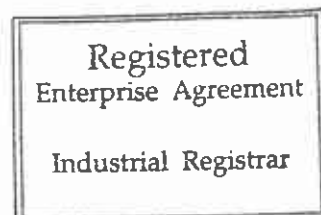
## 2. Parties to the Agreement

This Agreement is made between the Trustees of the Diocese of Wagga Wagga and the NSW Independent Education Union.

### 3. Scope of the Agreement

It shall apply to all principals, teachers and teacher/librarians employed in any recognised Catholic primary school registered under the provisions of the *Education Reform Act 1990* and operated by the Diocese of Wagga Wagga and all principals, teachers and teacher/librarians employed in the following Catholic Diocesan Non-Systemic secondary schools:

Catholic High School, Griffith  
St Francis de Sales Regional College, Leeton  
St Michael's Regional High School, Wagga Wagga  
Trinity Senior High School, Wagga Wagga  
Xavier High School, Albury



The Agreement shall apply instead of the Teachers (Country and Regional Dioceses) (State) Award ("Teachers Award") and the Principals (Country and Regional Dioceses) (State) Award ("Principals Award") with respect to any matter dealt with in the Agreement.

Provided further that the Agreement shall not apply to the following persons:

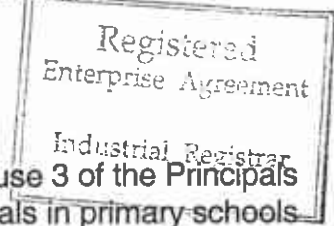
- (a) Teachers of music or other individual arts who are remunerated on an individual fee basis.
- (b) Members of a recognised religious order and/or Clerks in Holy Orders, and/or Ministers of Religion; **provided that** application may be made on behalf of any such member to be included within the scope of this Agreement.
- (c) Employees within the jurisdiction of the Independent Schools and Colleges, General Non-teaching Staff &c. (State) Conciliation Committee and the Kindergartens &c. (State) Conciliation Committee.
- (d) Persons employed in kindergartens, nursery schools or other pre-school centres licensed as child care centres under *the Children (Care and Protection) Act 1987*.

### 4. Definitions

"Employer" shall mean the Trustees of the Diocese of Wagga Wagga wherever referred to in this Agreement or in the Teachers or Principals Awards.

"Part-Time Teacher" means a teacher who is engaged to work regularly, but for less than a full school week and not more than 0.8 of the normal hours which a full-time teacher at the school is required to teach unless the employer reaches agreement with a teacher to do additional work in excess of normal hours and provided there is prior consultation with the Union.

"Principal" means a person appointed as such in a Catholic Systemic School or a Diocesan Non-Systemic Secondary School in the Diocese of Wagga Wagga wherever referred to in this Agreement or in the Principals Award.



## 5. Salary Packaging

- (a) Notwithstanding clause 3 of the Teachers Award or clause 3 of the Principals Award, by mutual agreement with the employer principals in primary schools and principals and teachers in secondary schools may elect to receive:
- (i) the benefit of services provided by the employer; and
  - (ii) an amount in salary equal to the difference between salary calculated in accordance with the rates of pay prescribed by the Teachers or Principals Awards and any benefits available under subclause (a) (i) of this clause.
- (b) The employer, in consultation with the employee, may determine the range of benefits which are offered to the employee.
- (c) The employee may determine, within the benefits offered by the employer, the mix and level of benefits under subclause (a) of this clause.
- (d) Any Award entitlement calculated by reference to the employee's salary, and payable:
- (i) during employment; or
  - (ii) on termination of employment in respect of untaken paid leave; or
  - (iii) on death
- shall be at the rate of salary as set out in Part B Monetary Rates of the relevant Award.
- (e) All costs associated with salary packaging, except for employer administered superannuation benefits only, shall be borne by the employee.

## 6. Flexibility in School Day

The parties are committed to the principle of flexibility in the timing and length of the school day to meet changing curriculum requirements and student needs. Proposals to alter the current practice would be discussed with relevant members of the staff and school community and suitable agreements, which meet the needs of both the individual teachers and the school community, be reached.

## 7. Promotion Positions

The promotion positions in each Diocesan Non-systemic Secondary School will be as set out in Attachment B to this Agreement



## 8. Professional Development

- (a) The parties recognise that teachers, as professionals, have an ongoing need to participate in professional development to meet the demands caused by changes in curriculum, school policy and in the community's expectations of schools.
- (b) The parties agree to work towards professional development, skill development and school improvement in accordance with section 4.1 to 4.8 inclusive of the 1989 Structural Efficiency Agreement.
- (c) The parties recognise that appraisal is part of this ongoing professional development.
- (d) The parties agree that all teachers will continue to develop their understanding of the beliefs, teaching and practices of the Catholic Church.
- (e) The parties agree that all teachers of Education in Faith who do not have formal Religious Education qualifications or accreditation to teach Religious Education in the Diocese of Wagga Wagga, undertake study in Religious Education to at least the standard of the Certificate in Religious Education in New South Wales and that this study should be started before the end of 1999, unless otherwise negotiated and agreed with the teacher.
- (f) The employer will assist with the cost of course tuition and enrolment fees payable by teachers who are undertaking post-graduate studies in Religious Education courses.

## 9. Shared Classes

The parties agree to discuss the merits of shared classes between other educational institutions in the same town, and where possible, work together to provide the widest range of courses and educational opportunities for students.

## 10. Long Service Leave in Short Blocks

- (a) The employer may permit employees in primary schools to take long service leave in blocks of less than a full term without paragraph 12.4(d) of the Teachers Award or paragraph 9.4(d) of the Principals Award coming into effect, **provided that:**
  - (i) the minimum period of leave to be taken in any one application is four weeks; and
  - (ii) the leave may not be taken during first term.

Eligibility to this entitlement may arise after eight years.

- (b) Access by employees in secondary schools to short blocks of long service leave of four weeks or more after eight years of service, may be granted by the school without penalty, as described in the relevant clauses.

Leave of less than four weeks is at the absolute discretion of the principal.

## 11. Long Service Leave in Short Blocks - Trinity High School

- (a) An employee who has more than ten years service shall be entitled to apply to take long service entitlements in periods of not less than two weeks. Subject to the following conditions:
- (i) Approval for such leave shall not be unreasonably withheld by the employer.
  - (ii) Approval shall not be granted for such periods of long service leave more than once per term.
  - (iii) where such leave is approved, paragraph 12.4(d) and subclause 12.5 of the Teachers Award or paragraph 9.4(d) or 9.5 of the Principals Award shall not apply in respect of pupil vacation periods.
- (b) An employee who has less than ten years service shall be entitled to apply to take long service leave entitlement, subject to the following conditions:
- (i) The period of leave shall be term blocks or in shorter blocks after discussion with the principal. The parties agree that such applications should be for a reasonable period of leave (eg. 4 to 6 weeks).
  - (ii) The discussions about the period of leave will take account of the school's staffing needs and planning as well as the teacher's wishes in taking long service leave.
  - (iii) Two terms notice of the intention to take leave is required under the Agreement.
- (c) An employee who has an entitlement to long service leave in accordance with the Teachers or Principals Awards or this Agreement may apply for leave without pay in conjunction with long service leave.

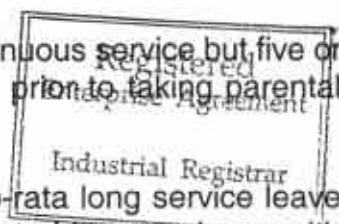
In such case they will be paid long service leave in conjunction with the Act. However, this pay may be averaged over the combined period of both types of leave at the request of the employee.



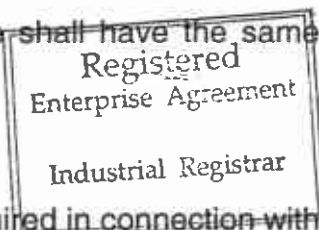
## 12. Long Service Leave in Conjunction with Parental Leave

For long service leave taken in conjunction with parental leave the following provisions shall apply:

- (a) For the purposes of this subclause "parental leave" shall include maternity leave, adoption leave and paternity leave as defined by Section 55 of the Industrial Relations Act 1996.
- (b) An employee who has eight or more continuous years service with the employer prior to taking parental leave shall be entitled to be paid pro-rata long service leave entitlements, either in whole or in part, calculated in accordance with clause 12 of the Teachers Award and clause 9 of the Principals Award on the commencement of parental leave.
- (c) Where an employee has less than eight years continuous service but five or more years continuous service with the employer prior to taking parental leave, then the following shall apply:
  - (i) An employee shall be entitled to be paid pro-rata long service leave entitlements either in whole or in part, calculated in accordance with clause 12 of the Teachers Award and clause 9 of the Principals Award on the commencement of parental leave.
  - (ii) Where the employee's employment is subsequently terminated and the employee has no entitlement or an insufficient entitlement to long service leave under this clause, the employer may deduct from any remuneration payable on termination to the employee the amount paid to the employee for long service leave whilst on parental leave.
- (d) Where an employee has less than 5 years continuous service with the employer prior to taking parental leave, then the following shall apply:
  - (i) An employee shall be entitled to be paid pro-rata long service leave entitlements, either in whole or in part, calculated in accordance with clause 12 of the Teachers Award and clause 9 of the Principals Award on the commencement of parental leave to a maximum of 3 weeks.
  - (ii) Where the employee's employment is subsequently terminated and the employee has no entitlement or an insufficient entitlement to long service leave under clause 12 of the Teachers Award and clause 9 of the Principals Award the employer may deduct from any remuneration payable on termination to the employee the amount paid to the employee for long service leave whilst on parental leave. If there is no remuneration payable on termination or the amount of remuneration payable is less than the amount of long service leave, the employee will be required to pay any outstanding amount to the employer.



- (e) Where an employee desires to be paid some or all of the long service leave entitlement whilst on parental leave, the employee will give not less than 4 weeks notice in writing of this intention to the employer prior to the date on which the employee proposes to commence parental leave.
- (f) Where an employee desires to be paid long service long while on parental leave the period of long service leave taken cannot exceed the period of time on parental leave.
- (g) Except as varied by subclauses (a) to (f) of this clause, clause 12 of the Teachers Award and clause 9 of the Principals Award and the Industrial Relations Act 1996 will continue to apply.
- (h) The expression "continuous service" in this clause shall have the same meaning as in the *Long Service Leave Act 1955*.



### 13. Travelling Expenses

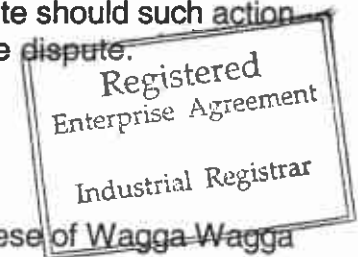
- (a) Where the use of an employee's own vehicle is required in connection with employment, other than for journeys between home and place of employment, the employer shall pay to the employee an allowance of 37c per kilometre.
- (b) Travelling and other out of pocket expenses reasonably incurred by an employee in the course of duties required by the employer, shall be reimbursed by the employer.

### 14. Disputes Procedure

The objective of these procedures is the avoidance or resolution of industrial disputation, arising in relation to the parties to this Agreement by measures based on consultation, co-operation and negotiation.

- (a) Without prejudice to either party, the parties shall ensure the continuation of work in accordance with this Agreement and custom and practice in the schools of the employer.
- (b) In the event of any matter arising which is of concern or interest, the teacher shall discuss this matter with the principal or his or her nominee.
- (c) (i) For primary schools, 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 who may discuss the matter with Director of Schools.
- (ii) For secondary schools, if the matter is not resolved at this level, the teacher may refer this matter to the union who will discuss the matter with the principal and/or the employer or their nominee.

- (d) (i) For primary schools, if the matter remains unresolved, it shall be referred to the General Secretary of the Union or his or her nominee and the Director of Schools of the Diocese or his or her nominee for discussion and appropriate action. The Director of Schools may request assistance from the Catholic Commission for Employment Relations.
- (ii) For secondary schools, if the matter remains unresolved, it shall be referred to the General Secretary of the Union or his or her nominee and the Executive Director of the Catholic Commission for Employment Relations or his or her nominee for discussion and appropriate action.
- (e) If this matter cannot be resolved at this level it may be referred to the Industrial Relations Commission.
- (f) Nothing contained in this procedure shall prevent the General Secretary of the Union or his or her nominee or the nominee of the employer from entering into negotiations at any level either at the request of a member or on his or her own initiative in respect of matters in dispute should such action be considered conducive to achieving resolution of the dispute.



## 15. Occupational Superannuation

"Fund" in clause 19 of the Teachers Award includes the Diocese of Wagga Wagga Superannuation Fund.

## 16. Award Clauses Varied by Enterprise Agreement

In the Diocese of Wagga Wagga the Teachers (Diocesan Schools) (State) Award ("the Teachers Award") and/or the Principals (Diocesan Schools) (State) Award ("the Principals Award") is amended by the following subclauses:

16.1 The following definition shall apply instead of the definition 2(e) of the Teachers Award:

**"Temporary Teacher"** means a teacher employed to work full-time or part-time for a specified period which is not more than a full school year, but not less than four school weeks.

**Provided that** a teacher may be employed for a specific period in excess of a full school year but not more than two full school years where such a teacher is employed on a specific programme not funded by the Diocese or non-systemic secondary schools or is replacing a teacher who is on leave for a specified period in excess of a full school year or is replacing a teacher on secondment to another position. The parties recognise that a temporary teacher may be appointed to a series of other temporary positions either within the school or at another school of the employer immediately following the cessation of a prior temporary appointment.

The employer, the Union and the teacher may agree to extend the temporary period of appointment beyond two years if the employer, the union and the teacher concerned agree. The Union shall not withhold its consent unreasonably.

16.2 The following shall apply in addition to the provisions of paragraph 3.1(d) of the Teachers Award:

The Wagga Wagga Diocesan Catholic Education Commission will confer with the IEU about the application from 1 January 1999 of a Three Years Trained Teacher progressing in accordance with normal years of service to Step 13 of the scale.

16.3 The provisions of subparagraph 9.4(b)(iv) of the Teachers Award shall not apply to Non-Systemic Secondary Schools party to this Agreement.

### 17. No Extra Claims

The employees and their representative Union will make no extra claims in relation to this Agreement during the life of this Agreement.



### 18. Duration

This Agreement shall come into operation from the date of registration and shall continue in force until 31 December 1999.

*William Brennan*

For and on behalf of the Trustees  
of the Diocese of Wagga Wagga

*Patrick Lee*

Patrick Lee  
Acting General Secretary  
NSW Independent Education Union

## ATTACHMENT A

### PRINCIPLES OF EMPLOYMENT

The Catholic Church has established schools to assist it in presenting a vision of reality that is founded in the Good News preached by Jesus Christ. Wagga Wagga Diocesan schools are expected to serve a particular Catholic community, providing quality education for their students in an environment that reflects Gospel values.

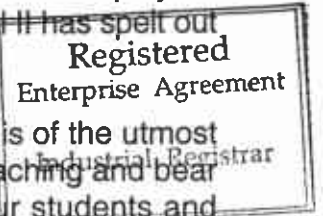
These schools are more than educational institutions; they are a key part of the Catholic Church's mission. Thus the teacher in the Catholic school is more than an employee: he or she ministers in the name of the Catholic Church. Pope John Paul II has spelled out the expectations held for teachers who work in Catholic schools:

"... if you are on the staff of a Catholic school it is expected and it is of the utmost importance, that you should support the whole of the Church's teaching and bear witness to it in your daily lives... The impact you have upon your students and especially upon their faith in Christ will depend on the vitality of your own Christian life, and on the motives, attitudes and principles which shape your behaviour."

(Address on Catholic Education, Melbourne, November, 1986)

Teachers in Diocesan Schools 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 at these schools that:

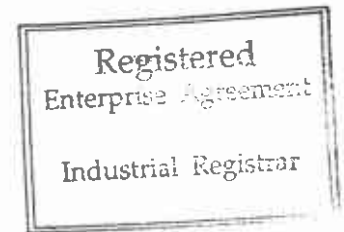
- a) They will see themselves as being in co-operative partnership with parents, pastors and the Catholic community generally working towards the achievement of the school's aims;
- b) They will strive, by their teaching and personal example, to develop in students an appreciation and acceptance of Catholic teaching and values;
- c) They will avoid, whether by work, action or public lifestyle, any influence upon students that is contrary to the teaching and values of the Catholic Church in whose name they act;
- d) They will accept and espouse the Catholic educational philosophy of the school;
- e) They will develop and maintain an adequate understanding of those aspects of Catholic teaching that touch upon their subject areas;
- f) They will be suitable, competent, trained teachers, committed to the goals of Catholic education;
- g) They will be committed to regular ongoing professional development;
- h) They will actively contribute to the religious life of the school and the spiritual formation of the students.



## PROMOTION POSITIONS

**(a) Catholic High School, Griffith**

1. The school will allocate a minimum of 16 points as promotion positions (excluding the REC and assistant principal).
2. The principal, after consultation with members of the school community, will determine the structure of promotion positions having regard to:
  - (i) actual and future school and pupil needs;
  - (ii) curriculum structure and requirements;
  - (iii) Board of Studies requirements;
  - (iv) the results of a school renewal or review;
  - (v) sound management/organisation practices;
  - (vi) the need to recognise and remunerate added responsibility and work in curriculum, pastoral or administrative leadership;
  - (vii) school practice; and
  - (viii) any other matter consistent with the identified needs of the school.
3. Where the principal in accordance with clause 2 varies the promotion structure in the school and this variation affects a current incumbent of a promotion position then at least one term's notice must be given to those affected by the alteration of the structure of promotion positions.
4.
  - (a) During the period contained in clause 3 an incumbent who is affected by the alteration may discuss this matter with the principal.
  - (b) 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.
  - (c) 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 principal. The principal may also involve the Catholic Commission for Employment Relations in these discussions.



- (d) Nothing contained in this procedure, except the time limit, shall prevent the General Secretary of the IEU or his/her nominee or the principal from entering into negotiations at any level either at the request of a member or on their own initiative in respect of matters in dispute should such action be considered conducive to achieving resolution of any difficulty or dispute.

5. Each promotion position is worth the following number of promotion points:

Positions	Points
Co-ordinator 3	3
Co-ordinator 2	2
Co-ordinator 1	1
Special Projects Teacher	1



6. (a) From the 16 points in clause 1 the school shall appoint a minimum of 4 Co-ordinator 2 or Co-ordinator 3 positions.

(b) The principal and the IEU Chapter may reach agreement to the effect that the pattern of promotion positions outlined above in (a) of this clause may be varied in respect of the school.

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

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

(b) A "Co-ordinator 2" means a teacher so appointed to be responsible for:

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

(c) A "Co-ordinator 3" means a teacher so appointed to be responsible for:

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

(d) A "Special Projects Teacher" means a teacher so appointed:

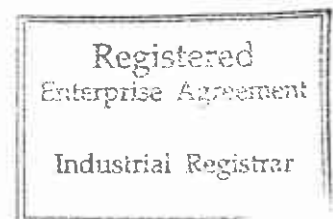
- (i) to be responsible for developing and implementing teaching practice and leadership with particular reference to the performance and quality of teachers in the school;
- (ii) to perform other duties of comparable level (including in the area of pastoral care) requiring a high level of professional expertise.



8. All appointments to promotion positions will be made on the basis of merit and suitability and will normally and appropriately be advertised.
9. Each teacher appointed to a promotion position after the registration of this Agreement will receive a letter of appointment to this position which will set out the duties to be performed by the teacher in the school and the period of appointment.
10. Each teacher appointed to a promotion position will be inducted into that position, in accordance with school policy. The Principal and staff will, with reference to the IEU policy on induction, discuss induction procedures for co-ordinators so that minimum induction procedure be established for the school.
11. Each teacher appointed to a promotion position will be subject to a performance review while holding the position. Such performance review does not derogate from the rights of a teacher or of the employer under the Disputes and Grievance practice in existence at the school.
12. The Principal will collaborate with the staff in developing appropriate processes for performance review.
13. (a) The initial appointment to a 1 or 2 or 3 point co-ordinating position will be for a period of two years.  
(b) Following satisfactory performance review before the end of the two year period and subject to the maintenance of the position, a further three year appointment will be offered.  
(c) Where the performance review identifies significant areas of concern in the performance of the role, a development plan with professional support will be initiated for the incumbent 1 or 2 or 3 point co-ordinator who will be offered a further 12 months' appointment with further performance review during this period. At the end of this period and subject to the outcomes of this second performance review, either a two year appointment will be offered or no further appointment will be offered and the position re-advertised.  
(d) The above procedures will not prevent the principal instituting, during a period of appointment, a grievance procedure for an appointee whose performance is considered sufficiently unsatisfactory to warrant such action.



- (e) Notwithstanding any other provisions of this clause, when a teacher has completed a five year term in a promotion position, the position will be re-advertised and the incumbent teacher is free to apply for that position.
  - (f) Appointment to special projects teacher positions may be for one to three years depending on the nature of the project being undertaken.
14. Any teacher required by the school to act in a promotion position for at least 10 consecutive school days shall be paid for so doing at the rate prescribed for that position, provided that a teacher shall not be required to carry out such duties in a relieving capacity for more than 52 weeks. A teacher may be employed for a specific period in excess of a full school year but not more than two full school years where such a teacher is replacing a teacher who is on leave for a period in excess of a full school year or replacing a teacher on secondment to another position with the school.
15. The foregoing shall not affect the right of the principal to summarily terminate any teacher from their promotion position for incompetence, misrepresentation, neglect of duty or other misconduct.



PROMOTION POSITIONS

(b) Xavier High School, Albury

1. The school will allocate a minimum of 22 points as promotion positions. In addition the school will appoint a deputy principal.
2. The principal, after consultation with members of the school community, will determine the structure of promotion positions having regard to:
  - (i) actual and future school and pupil needs;
  - (ii) curriculum structure and requirements;
  - (iii) Board of Studies requirements;
  - (iv) the results of a school renewal or review;
  - (v) sound management/organisation practices;
  - (vi) school philosophy;
  - (vii) the need to recognise and remunerate added responsibility and work in curriculum, pastoral or administrative leadership;
  - (viii) the two-campus nature of the school; and
  - (ix) any other matter consistent with the identified needs of the school.
3. Where the principal in accordance with clause 2 varies the promotion structure in the school and this variation affects a current incumbent of a promotion position then at least one term's notice must be given to those affected by the alteration of the structure of promotion positions.
4. (a) During the period contained in clause 3 an incumbent who is affected by the alteration may discuss this matter with the principal.  
(b) 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.  
(c) 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 principal. The principal may also involve the Catholic Commission for Employment Relations in these discussions.



- (d) Nothing contained in this procedure, except the time limit, shall prevent the General Secretary of the IEU or his/her nominee or the principal from entering into negotiations at any level either at the request of a member or on their own initiative in respect of matters in dispute should such action be considered conducive to achieving resolution of any difficulty or dispute.

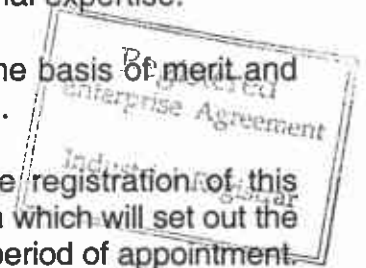
5. Each promotion position is worth the following number of promotion points:

Positions	Points
Co-ordinator 3	3
Co-ordinator 2	2
Co-ordinator 1	1
Special Project Teacher	1

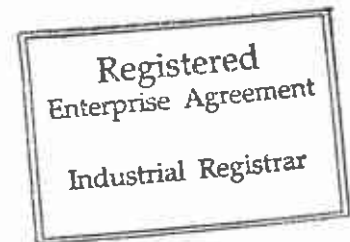


6. (a) From the 22 points in clause 1 the school shall appoint a minimum of 8 Co-ordinator 2 or Co-ordinator 3 positions.
- (b) The principal and the IEU Chapter may reach agreement to the effect that the pattern of promotion positions outlined above in (a) of this clause may be varied in respect of the school.
7. (a) A "Co-ordinator 1" means a teacher so appointed to be responsible for or assist another co-ordinator in:
- (i) an area of curriculum; and/or
  - (ii) pastoral care; and/or
  - (iii) other duties as determined by the principal.
- (b) A "Co-ordinator 2" means a teacher so appointed to be responsible for:
- (i) co-ordination of the programme of work in area(s) of curriculum; and/or
  - (ii) co-ordination of pastoral care or other programmes; and/or
  - (iii) other duties as determined by the principal.
- (c) A "Co-ordinator 3" means a teacher so appointed to be responsible for:
- (i) the co-ordination of area(s) of curriculum and/or pastoral care or any programme(s) as determined by the principal; and/or
  - (ii) the support and supervision of those responsible for the co-ordination of subject areas; and/or
  - (iii) other duties as determined by the principal.

- (d) A "Special Projects Teacher" means a teacher so appointed:
- (i) to be responsible for developing and implementing outstanding teaching practice and leadership with particular reference to the performance and quality of teachers in the school;
  - (ii) to perform other duties of comparable level (including in the area of pastoral care) requiring a high level of professional expertise.
8. All appointments to promotion positions will be made on the basis of merit and suitability and will normally and appropriately be advertised.
9. Each teacher appointed to a promotion position after the registration of this Agreement will receive a letter of appointment to this position which will set out the duties to be performed by the teacher in the school and the period of appointment.
10. Each teacher appointed to a promotion position will be inducted into that position, in accordance with school policy. The Principal and staff will, with reference to the IEU policy on induction, discuss induction procedures for co-ordinators so that minimum induction procedures be established for the school.
11. Each teacher appointed to a promotion position will be subject to a performance review while holding the position. Such performance review does not derogate from the rights of a teacher or of the employer under the Disputes and Grievance practice in existence at the school.
12. (a) The initial appointment to a 1 or 2 or 3 point co-ordinating position will be for a period of 2 years.
- (b) Following satisfactory performance review before the end of the two year period and subject to the maintenance of the position, a further three year appointment will be offered.
- (c) Where the performance review identifies significant areas of concern in the performance of the role, a development plan with professional support will be initiated for the incumbent 1 or 2 or 3 point co-ordinator who will be offered a further 12 months' appointment with further performance review during this period. At the end of this period and subject to the outcomes of this second performance review, either a two year appointment will be offered or no further appointment will be offered and the position re-advertised.
- (d) The above procedures will not prevent the principal instituting, during a period of appointment, a grievance procedure for an appointee whose performance is considered sufficiently unsatisfactory to warrant such action.
- (e) Notwithstanding any other provisions of this clause, when a teacher has completed a five year term in a promotion position, the position will be re-advertised and the incumbent teacher is free to apply for that position.



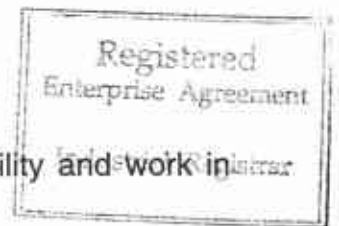
- (f) Appointment to special projects teacher positions may be for one to three years depending on the nature of the project being undertaken.
13. Any teacher required by the school to act in a promotion position for at least 10 consecutive school days shall be paid for so doing at the rate prescribed for that position, provided that a teacher shall not be required to carry out such duties in a relieving capacity for more than 52 weeks. A teacher may be employed for a specific period in excess of a full school year but not more than two full school years where such a teacher is replacing a teacher who is on leave for a period in excess of a full school year or replacing a teacher on secondment to another position with the school.
14. The foregoing shall not affect the right of the principal to summarily terminate any teacher from their promotion position for incompetence, misrepresentation, neglect of duty or other misconduct.



## PROMOTION POSITIONS

**(c) St Francis de Sales Regional College, Leeton**

1. The college will allocate a minimum of 20 points as promotion positions (excluding the assistant principal and religious education co-ordinator).
2. The principal, after consultation with members of the college executive and other members of the school community, will determine the structure of promotion positions having regard to:
  - (i) actual and future college and student needs;
  - (ii) curriculum structure and requirements;
  - (iii) Board of Studies requirements;
  - (iv) best management/organisation practices;
  - (v) the need to recognise and remunerate added responsibility and work in curriculum, pastoral or administrative leadership;
  - (vi) college philosophy and practice; and
  - (vii) any other matter consistent with the identified needs of the college.
3. Where the principal in accordance with clause 2 varies the promotion structure in the college and this variation affects a current incumbent of a promotion position then at least one term's notice must be given to those affected by the alteration of promotion structure.
4.
  - (a) During the period contained in clause 3 an incumbent who is affected by the alteration may discuss this matter with the principal.
  - (b) If the matter is not resolved at this level the teacher may refer this matter to the IEU chapter representative or another staff member who will discuss this matter with the principal.
  - (c) 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 principal. The principal may also involve the Catholic Commission for Employment Relations in these discussions.
  - (d) Nothing contained in this procedure, except the time limit, shall prevent the General Secretary of the IEU or his/her nominee or the principal from entering into negotiations at any level either at the request of a member or on their own initiative in respect of matters in dispute should such action be considered conducive to achieving resolution of any difficulty or dispute.



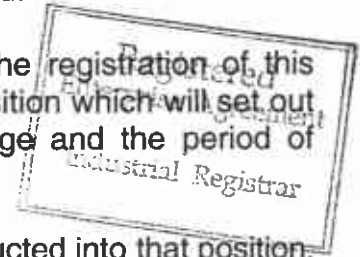
5. Each promotion position is worth the following number of promotion points:

Positions	Points
Co-ordinator 3	3
Co-ordinator 2	2
Co-ordinator 1	1
Special Projects Teacher	1



6. (a) From the 20 points in clause 1 the College shall appoint a minimum of 6 co-ordinator 2 or co-ordinator 3 positions.
- (b) The principal and the IEU Chapter may reach agreement to the effect that the pattern of promotion positions outlined above in (a) of this clause may be varied in respect of the college.
7. (a) A "Co-ordinator 1" means a teacher so appointed to be responsible for or assist another co-ordinator in:
- (i) an area of curriculum; and/or
  - (ii) pastoral care; and/or
  - (iii) other duties as determined by the principal.
- (b) A "Co-ordinator 2" means a teacher so appointed to be responsible for:
- (i) co-ordination of the programme of work in area(s) of curriculum; and/or
  - (ii) co-ordination of pastoral care or other programmes; and/or
  - (iii) other duties as determined by the principal.
- (c) A "Co-ordinator 3" means a teacher so appointed to be responsible for:
- (i) the co-ordination of area(s) of curriculum and/or pastoral care or any programme(s) as determined by the principal; and/or
  - (ii) the support and supervision of those responsible for the co-ordination of subject areas; and/or
  - (iii) other duties as determined by the principal.
- (d) A "Special Projects Teacher" means a teacher so appointed:
- (i) to be responsible for developing and implementing outstanding teaching practice and leadership with particular reference to the performance and quality of teachers in the college; or

- (ii) to perform other duties of comparable level (including in the area of pastoral care) requiring a high level of professional expertise.
8. All appointments to promotion positions will be made on the basis of merit and suitability and will normally and appropriately be advertised.
9. Each teacher appointed to a promotion position after the registration of this Agreement will receive a letter of appointment to this position which will set out the duties to be performed by the teacher in the college and the period of appointment.
10. Each teacher appointed to a promotion position will be inducted into that position, in accordance with college policy. The Principal and staff will, with reference to the IEU policy on induction, discuss induction procedures for co-ordinators so that minimum induction procedures be established for the college.
11. Each teacher holding an ongoing promotion position will be subject to a performance review while holding such a position. Such performance review does not derogate from the rights of a teacher or of the employer under the Disputes and Grievance practice in existence at the college.
12. The Principal will collaborate with the staff in developing appropriate processes for performance review.
13. (a) The initial appointment to a 1 or 2 or 3 point co-ordinating position will be for a period of 2 years.
- (b) Following satisfactory performance review before the end of the two year period and subject to the maintenance of the position, a further three year appointment will be offered.
- (c) Where the performance review identifies significant areas of concern in the performance of the role, a development plan with professional support will be initiated for the incumbent 1 or 2 or 3 point co-ordinator who will be offered a further 12 months' appointment with further performance review during this period. At the end of this period and subject to the outcomes of this second performance review, either a two year appointment will be offered or no further appointment will be offered and the position re-advertised.
- (d) The above procedures will not prevent the principal instituting, during a period of appointment, a grievance procedure for an appointee whose performance is considered sufficiently unsatisfactory to warrant such action.
- (e) Notwithstanding any other provisions of this clause, when a teacher has completed a five year term in a promotion position, the position will be re-advertised and the incumbent teacher is free to apply for that position.





- (f) Appointment to special projects teacher positions may be for one to three years depending on the nature of the project being undertaken.
14. Any teacher required by the college to act in a promotion position for at least 10 consecutive college days shall be paid for so doing at the rate prescribed for that position, provided that a teacher shall not be required to carry out such duties in a relieving capacity for more than 52 weeks. A teacher may be employed for a specific period in excess of a full college year but not more than two full college years where such a teacher is replacing a teacher who is on leave for a period in excess of a full college year or replacing a teacher on secondment to another position with the college.
15. The foregoing shall not affect the right of the principal to summarily terminate any teacher from their promotion position for incompetence, misrepresentation, neglect of duty or other misconduct.



PROMOTION POSITIONS

(d) **St Michael's Regional High School, Wagga Wagga**

1. The school will allocate a minimum of 8 points (for 4 x 2 points positions) in pastoral care and 16 points for other areas including curriculum, SIX of these will be 2 point positions.

The deputy principal and religious education co-ordinator are excluded from this allocation.

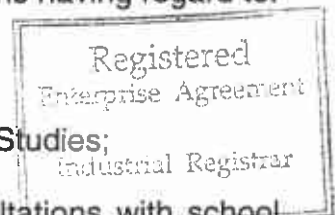
2. Where the pattern expressed in 1. above needs to be varied this will be achieved through discussion and consultation.

3. The principal, after appropriate consultation with members of the school community, will determine the structure of promotion positions having regard to:

- (i) actual and future school and pupil needs;
- (ii) curriculum structure and requirements of the Board of Studies;
- (iii) the results of a school renewal or review and consultations with school councils/board where appropriate;
- (iv) sound management/organisation practices;
- (v) the need to recognise and remunerate added responsibility and work in curriculum, pastoral or administrative leadership;
- (vi) school policy and mission statement; and;
- (vii) any other matter consistent with the identified needs of the school.

4. Where a principal in accordance with clause 2 varies the promotion structure in the school and this variation affects a current incumbent of a promotion position then at least one term's notice must be given to those affected by the alteration of promotion structure.

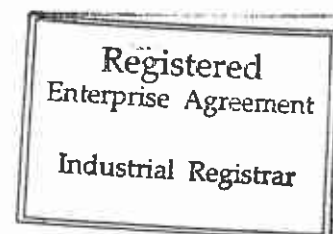
- (a) During the period contained in clause 3 an incumbent who is affected by the alteration may discuss this matter with the principal.
- (b) If the matter is not resolved at this level the teacher may refer this matter to the IEU chapter representative or fellow staff member who will discuss this matter with the principal.



- (c) 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 principal. The principal may also involve the Catholic Commission for Employment Relations in these discussions.
- (d) Nothing contained in this procedure, except the time limit, shall prevent the General Secretary of the IEU or his/her nominee or the principal from entering into negotiations at any level either at the request of a member or on their own initiative in respect of matters in dispute should such action be considered conducive to achieving resolution of any difficulty or dispute.

5. Each promotion position is worth the following number of promotion points:

Positions	Points
Co-ordinator 3	3
Co-ordinator 2	2
Co-ordinator 1	1
Special Project Teacher	1



- 6. (a) A "Co-ordinator 1" means a teacher so appointed to be responsible for or assist another co-ordinator in:
  - (i) an area of curriculum; and/or
  - (ii) pastoral care; and/or
  - (iii) other duties as determined by the principal.
- (b) A "Co-ordinator 2" means a teacher so appointed to be responsible for:
  - (i) co-ordination of the programme of work in area(s) of curriculum; and/or
  - (ii) co-ordination of pastoral care or other programmes; and/or
  - (iii) other duties as determined by the principal.
- (c) A "Co-ordinator 3" means a teacher so appointed to be responsible for:
  - (i) the co-ordination of area(s) of curriculum and/or pastoral care or any programme(s) as determined by the principal; and/or
  - (ii) the support and supervision of those responsible for the co-ordination of subject areas; and/or
  - (iii) other duties as determined by the principal.

- (d) A "Special Projects Teacher" means a teacher so appointed:
- (i) to be responsible for developing and implementing outstanding teaching practice and leadership with particular reference to the performance and quality of teachers in the school;
  - (ii) to perform other duties of comparable level (including in the area of pastoral care) requiring a high level of professional expertise.
- (e) The principal and IEU Chapter following the report of the Committee established under clause 3 may vary the definitions in subclause (a) - (d) of this clause.
7. All appointments to promotion positions will be made on the basis of merit and suitability and will normally and appropriately be advertised.
  8. Each teacher appointed to a promotion position after the registration of this Agreement will receive a letter of appointment to this position which will set out the duties to be performed by the teacher in the school and the period of appointment, in accordance with school policy.
  9. Each teacher appointed to a promotion position will be inducted into that position, in accordance with school policy. The Principal and staff will, with reference to the IEU policy on induction, discuss induction procedures for co-ordinators so that minimum induction procedures be established for the school.
  9. Each teacher appointed to a promotion position will be inducted into that position, in accordance with school policy.
  10. Each teacher holding an ongoing promotion position will be appraised while holding such a position, in accordance with school policy. Teachers would have an expectation of contract renewal for the promotions position subject to satisfactory appraisal. Such an appraisal does not derogate from the rights of the teacher or the employer under the Disputes and Grievance procedures in this Agreement.
  11. Any teacher whose current promotion position is affected by the introduction of this Agreement will continue to receive their current allowance until the expiration of their current period of appointment. If a teacher is deemed to have a "permanent" position then the current allowance and salary will be frozen for up to 3 years unless during this time the teacher's salary reaches their frozen allowance and salary or the teacher receives a further promotion appointment within the school. If the latter does not occur then after 3 years the teacher will return to the salary as set out in this agreement.
  12. Any teacher required by the school to act in a promotion position for at least 10 consecutive school days shall be paid for so doing at the rate prescribed for that position, provided that a teacher shall not be required to carry out such duties in a relieving capacity for more than 52 weeks. Provided that any teacher may be



employed for a specific period in excess of a full school year but not more than two full school years where such a teacher is replacing a teacher who is on leave for a period in excess of a full school year.

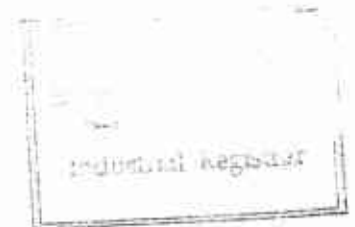
13. The foregoing shall not affect the right of the principal to summarily terminate teacher from their promotion position for incompetence, misrepresentation, neglect of duty or other misconduct.



PROMOTION POSITIONS AND POSITIONS OF SPECIAL RESPONSIBILITY

(e) Trinity Senior High School, Wagga Wagga

1. The principal, after consultation with the appropriate members of the school community, will determine the structure of promotion positions having regard to :
  - (i) actual and future school and pupil needs;
  - (ii) curriculum structure and requirements;
  - (iii) Board of Studies requirements;
  - (iv) the results of a school renewal or review;
  - (v) sound management/organisation practices;
  - (vi) the need to recognise and remunerate added responsibility and work in curriculum, pastoral and administrative leadership;
  - (vii) school policy, planning and mission statement; and
  - (viii) any other matter consistent with the identified needs of the school.
2. The school will allocate a minimum of 17 points to curriculum positions and year co-ordinators (excluding religious education co-ordinator and deputy principal). If the enrolments fall below 390 for the 1999 school year the IEU agrees to discuss with the Principal appropriate adjustments to the number of promotion position points.
3. Where the principal in accordance with clause 1 varies the promotion structure in the school and this variation affects a current incumbent of a promotion position then at least one term's notice must be given to those affected by the alteration of the promotion structure.
4.
  - (a) During the period contained in clause 3, an incumbent who is affected by the alteration may discuss this matter with the principal.
  - (b) 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.
  - (c) 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 principal. The principal may also involve the Catholic Commission for Employment Relations in these discussions.



- (d) Nothing contained in this procedure, except the time limit, shall prevent the General Secretary of the IEU or his/her nominee or the principal from entering into negotiations at any level either at the request of a member or on their own initiative in respect of matters in dispute should such action be considered conducive to achieving resolution of any difficulty or dispute.

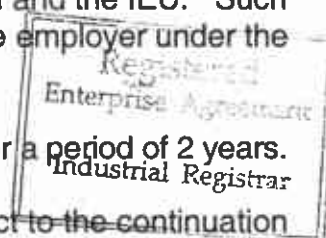
5. Each position is worth the following number of points:

	Curriculum Positions	Points
Curriculum	- Co-ordinator 3	3
	- Co-ordinator 2	2
	- Co-ordinator 1	1
Special Responsibility	- Year Co-ordinator	2
	- Special Projects 2	2
	- Special Projects 1	1



6. (a) A "Co-ordinator 1 " means a teacher appointed to be responsible for, or assist another co-ordinator in an area of curriculum and/or any other duties as determined by the principal.
- (b) A "Co-ordinator 2" means a teacher appointed to be responsible for the co-ordination of the program of work in area(s) of curriculum and/or other duties as determined by the principal.
- (c) A "Co-ordinator 3" means a teacher appointed to be responsible for the co-ordination of all areas of curriculum within the school including the support and supervision of those responsible for the co-ordination of curriculum departments within the school and/or other duties as determined by the principal.
- (d) A teacher in a position of special responsibility may be :
- (i) co-ordinating a year group;
- (ii) a special projects teacher - this is a teacher with a high level of professional expertise, appointed to be responsible for developing and implementing curriculum reform and/or the development and implementation of a reform of the teaching/learning process.
7. All appointments to curriculum positions and positions of special responsibility will be made on the basis of merit and suitability, and all curriculum positions will be appropriately advertised.
8. Each teacher appointed to a curriculum position or position of special responsibility, after the registration of this Agreement will receive a letter of appointment to this position which will set out the duties to be performed, in accordance with school policy and the length of appointment.

9. From the 17 points in clause 2, the school shall appoint a minimum of 6 teachers in curriculum positions as co-ordinator 2 or co-ordinator 3. This clause will be reviewed subject to any changes arising from clause 2 above.
10. Each teacher appointed to a curriculum position will be inducted into that position, in accordance with school policy. The Principal and staff will, with reference to the IEU policy on induction, discuss induction procedures for co-ordinators so that minimum induction procedures be established for the school.
11. Each teacher holding a curriculum position or year co-ordinator position will undergo a performance review while holding such a position, in accordance with school policy. The procedures for performance review will be developed during the life of this Agreement in discussion between the Principal and the IEU. Such a review does not derogate from the rights of a teacher or the employer under the Disputes and Grievances Procedures in this Agreement.
12. (a) The initial appointment to a curriculum position will be for a period of 2 years.  
(b) Following a satisfactory performance review and subject to the continuation of the position, a further three year appointment will be offered.  
(c) Teachers holding a promotion position would have the expectation of a further 3 year contract to the promotion position subject to satisfactory performance review.  
(d) Where the performance review identifies significant areas of concern in the performance of the role, a development plan with professional support will be initiated for the incumbent co-ordinator. Subject to the continuation of the position, the co-ordinator will be offered a further 12 months appointment with a further performance review during the period. At the end of this period and subject to the outcomes of the second performance review, either a further 2 year appointment will be offered or no further appointment will be offered and the position will be advertised.
13. Appointments to a year co-ordinator position will be for a 2 year duration and, subject to the continuation of the position and satisfactory performance review, a further 2 year appointment will be offered.
14. Appointments to a special projects position will be for a 1 year duration and may be extended on a yearly basis, depending on the nature of the position or the project being undertaken.
15. Currently there is a position of Special Projects 2 occupied at the school in receipt of a 2 point allowance. There is no commitment, should the current occupant cease to occupy this position, to replace or retain the Special Projects 2 position during the life of this Agreement.
16. The parties acknowledge there are currently discussions taking place with respect to time release for Sports Co-ordinators. Continuation of these discussions is supported by the parties. It is expected this issue will be resolved during the life of the Agreement.





17. The foregoing shall not affect the right of the principal to summarily terminate any teacher from their promotion for incompetence, misrepresentation, neglect of duty or other misconduct.

