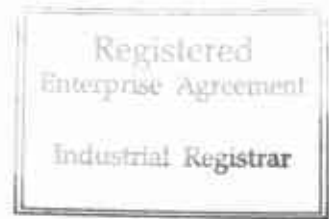


REGISTER OF
ENTERPRISE AGREEMENTS



ENTERPRISE AGREEMENT NO: EA97/195

TITLE: Teachers Employed by the Catholic Schools Office, Diocese of Maitland - Newcastle Enterprise Agreement

I.R.C. NO: 97/5955

DATE APPROVED/COMMENCEMENT: 31 October 1997 and commenced from the first pay period on or after 31 October 1997

TERM: Expires 30 June 1999

NEW AGREEMENT OR
VARIATION: New

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 16

COVERAGE/DESCRIPTION OF

EMPLOYEES: To apply to teachers employed by the Diocese of Maitland - Newcastle

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

ENTERPRISE AGREEMENT

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



ARRANGEMENT

| Clause No. | Subject Matter |
|---------------------|---|
| 1. | Parties to the Agreement |
| 2. | Scope of the Agreement |
| 3. | Catholic Ethos |
| 4. | Award |
| 5. | Objects of the Agreement |
| 6. | Duress |
| 7. | Term |
| 8. | Professional Development |
| 9. | Flexibility in the School Day |
| 10. | Flexibility in the School Year |
| 11. | Co-Curricular Activities |
| 12. | Teacher Appraisal |
| 13. | Promotions Positions |
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| 15. | Disciplinary Procedures |
| 16. | Counselling Services |
| 17. | Part-time Teachers |
| 18. | Temporary Employees |
| 19. | Long Service Leave in Shorter Than One Term Blocks |
| 20. | Dispute Procedures |
| Attachment A | : Principles of Employment |
| Attachment B | : Promotions Positions |
| Attachment C | : Procedures to be followed where a problem arises with respect to a Teacher's Performance of Professional Duties. |

1. PARTIES TO THE AGREEMENT

This Agreement is made between the Diocese of Maitland-Newcastle (*the "Diocese"*) and the New South Wales Independent Education Union (*the "IEU"*) 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.

Principles of Employment.

The parties agree to accept and support the Principles of Employment as published by the Catholic Schools Office. These Principles of Employment form part of this Agreement as **Attachment A**.

4. AWARD

Except as provided by this Agreement, the conditions of employment of teachers by the Diocese will be in accordance with the Teachers (Systemic Schools) (State) Award - Dioceses of Maitland-Newcastle and Wollongong (*the "Award"*) and any variation that replaces the Award.

5. OBJECTS OF THE AGREEMENT

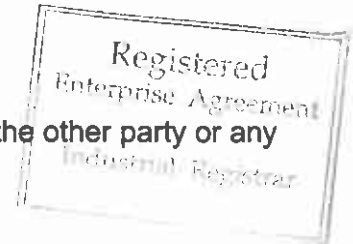
In reaching this Agreement, the parties have recognised:

- 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, including gender balance as a guideline in staffing
- 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 which may be qualitative rather than quantitative.

6. DURESS

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



7. TERM

This Agreement shall operate from the first pay period to commence on or after the date of certification of this Agreement and shall remain in force until 30 June 1999.

8. PROFESSIONAL DEVELOPMENT

The parties recognise that professional development is a shared responsibility with regard to both time and resources and that teachers, as professionals, have an ongoing need to participate in professional development. Among other issues, requirements on teachers for professional development arise from:

- (i) changes to curriculum
- (ii) broad community expectations of schools
- (iii) Diocesan policy initiatives
- (iv) Government requirements.

The parties accept that some professional development occurs outside of school hours and during pupil vacation periods. It would be expected that staff attend such courses as appropriate on a voluntary basis.

9. 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.

10. FLEXIBILITY IN THE SCHOOL YEAR

The Diocese has indicated that it wishes to explore flexibility in the school calendar year to meet student needs. 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.

11. CO-CURRICULAR ACTIVITIES

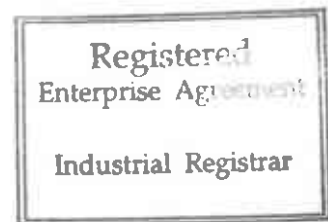
The parties recognise that all teachers are expected to participate in co-curricular activities integral to the school's program, as determined by the school Principal.

12. TEACHER APPRAISAL

A process for the appraisal of teachers, including teachers in specialist positions, and co-ordinators will be developed by the CSO in consultation with Principals and the IEU in 1998. It is the expectation that all teachers and co-ordinators will participate in the appraisal process. The parties will complete negotiations on a performance appraisal system in 1998 in readiness for the commencement of teacher appraisals in 1999.

Negotiations on an appraisal process will include, but not be limited to, the following:

- assessment of performance and achievements
- goal setting
- professional development
- an appeals mechanism
- an agreed process for the parties to monitor the effectiveness of the appraisal process.



13. PROMOTIONS POSITIONS

The promotion positions in schools operated by the Diocese will be set out in **Attachment B** of this Agreement.

14. TERMS OF ENGAGEMENT

This Clause replaces Clause 15.2 of the Award.

The employment of any teacher (other than a casual teacher) shall not be terminated without at least four (4) weeks' notice on either side or the payment of or forfeiture of four (4) weeks' salary in lieu of notice. Provided that where notice is being given of termination of employment to be effective at the end of the school year at least six (6) weeks' notice shall be given, while retaining the current Award requirement that there be the payment or forfeiture of four (4) weeks' salary in lieu of notice. And further provided that such four (4) or six (6) weeks' notice shall expire within the school term during which it is given, and shall expire either:

- (a) at the end of the said school term; or
- (b) at least two (2) weeks before the end of the said school term.

15. DISCIPLINARY PROCEDURES

Disciplinary procedures agreed to in schools operated by the Diocese will be set out in **Attachment C** to this Agreement.

16. COUNSELLING SERVICES

Both parties recognise that teaching may be a stressful occupation and, to this end, teachers may require periods of Leave in order to access counselling services to provide appropriate advice and assistance.

The employer will allow access to such Leave with Pay in accordance with current sick leave provisions within the Award to accommodate these teacher needs.

17. PART-TIME TEACHERS

The parties recognise that situations may arise in which the part-time work arrangement for a teacher may be greater than 0.8. The parties agree if the employer enters into such an arrangement with a teacher, it shall be on the basis of mutual agreement between the employer, teacher and IEU. The IEU shall not withhold their consent unreasonably.

18. TEMPORARY EMPLOYEES

Provided their service is satisfactory and provided curriculum and other needs of schools are considered, then priority based on length of services in a temporary capacity is given to teachers seeking permanent employment.

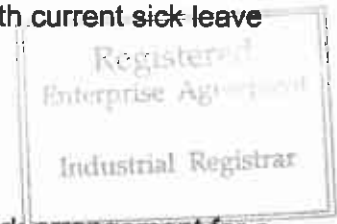
19. LONG SERVICE LEAVE IN SHORTER THAN ONE TERM BLOCKS

Access is provided, on application, to short blocks (2 weeks) of Long Service Leave after 10 years service. Long Service Leave for periods longer than two (2) weeks but less than one term are at the discretion of the Employer.

20. DISPUTE PROCEDURES

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

- (a) Without prejudice to either party, the parties to this Agreement shall ensure the continuation of work in accordance with the Award, this Agreement and custom and practice in the schools of the Diocese.
- (b)
 - (i) In the event of any matter arising under this Agreement which is of concern or interest, the teacher shall discuss this matter with the Principal or his/her nominee.
 - (ii) If the matter is not resolved at this level, the teacher may refer this matter to the Union representative in the workplace, who will discuss the matter with the Principal or his/her nominee.
 - (iii) If the matter remains unresolved, it shall be referred to the General Secretary of the Union or his/her nominee and the senior official or his/her nominee of the Catholic Schools Office for discussion and appropriate action. The senior official may request assistance from the Catholic Industrial Office.
 - (iv) If this matter cannot be resolved at this level it may be referred to the Industrial Relations Commission of New South Wales.



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



Signed:

Michael Bowman
Director of Schools
Catholic Schools Office
Diocese of Maitland-Newcastle

Richard Shearman
General Secretary
NSW Independent Education Union

Date: 9-9-97

Date: 20/10/97

ATTACHMENT A

A STATEMENT OF PRINCIPLES REGARDING EMPLOYMENT IN THE MAITLAND-NEWCASTLE SYSTEMIC SCHOOLS



The task of the Catholic School

"is fundamentally a synthesis of culture and faith, and a synthesis of faith and life: the first is reached by integrating all different aspects of human knowledge through the subjects taught, in the light of the gospel: the second in growth of the virtues characteristic of the Christian".

[The Catholic School, Rome, 1977]

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 school 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:

"The Church looks upon you as co-workers with an important measure of shared responsibility ... To you it is given to create the future and give it direction by offering to your students a set of values with which to assess their newly discovered knowledge ... [The changing times] demand that educators be open to new cultural influences and interpret them for young pupils in the light of the Christian faith. You are called to bring professional competence and a high standard of excellence to your teaching... But your responsibilities make demands on you that go far beyond the need for professional skills and competence ... Through you, as through a clear window on a sunny day, students must come to see and know the richness and the joy of a life lived in accordance with Christ's teaching, in response to his challenging demands. To teach means not only to impart what we know, but also to reveal who we are by living what we believe, it is this latter lesson which tends to last the longest."

[Address to Catholic Educators, September 12, 1984]

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 a key part of the Church, 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 that they:

- [i] be appropriately qualified
- [ii] be committed to regular on-going professional development
- [iii] if not already completed undertake the Diocesan Religious Education Certificate or its equivalent
- [iv] respect and support the Catholic educational philosophy of the school and Diocese
- [v] develop and 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 IN THE DIOCESE OF MAITLAND-NEWCASTLE



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. POINTS CONVERSION AND CHANGES IN DEFINITION

2.1 Positions currently nominated in the Teachers (Systemic Schools) (State) Award - Dioceses of Maitland-Newcastle and Wollongong 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)
- Assistant Principal (4 points)

3. 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.

4. DEFINITIONS

Positions of Special Responsibility

Co-ordinator 1

A "Co-ordinator 1" means a teacher 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.

Co-ordinator 2

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

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

Co-ordinator 3

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

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



5. THE Diocese will allocate points according to the following tables:

(a) Secondary Schools

| Points Allocation (including Assistant Principal and Religious Studies Co-ordinator) | | | |
|--|--------------|---------------|--------------|
| Enrolment | 7-10 Schools | 11-12 Schools | 7-12 Schools |
| 301-400 | 16 | - | 16 |
| 401-500 | 18 | 20 | 18 |
| 501-600 | 22 | 26 | 24 |
| 601-700 | 26 | 30 | 26 |
| 701-800 | 28 | 34 | - |
| 801-900 | 30 | 36 | - |
| 901-1000 | 32 | 38 | - |
| 1001-1100 | - | 40 | - |

Notes:

1. The above table represents the minimum points 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. Religious Studies remains co-ordinated by a separate co-ordinator.
3. Every student must be co-ordinated by a Student Co-ordinator (either C3, C2 or C1). The commitment of the Diocese to the provision of Student Co-ordinators is represented in the table below (the points of which are included in above table).

| All Schools - Minimum Student Co-ordinator Points Allocation | | | |
|--|--------------|---------------|--------------|
| Enrolment | 7-10 Schools | 11-12 Schools | 7-12 Schools |
| 301-400 | 4 | - | 6 |
| 401-500 | 4 | 6 | 6 |
| 501-600 | 6 | 6 | 8 |
| 601-700 | 8 | 8 | 8 |
| 701-800 | 8 | 8 | - |
| 801-900 | 8 | 10 | - |
| 901-1000 | - | 10 | - |
| 1001-1100 | - | 12 | - |



(b) Primary Schools

The following tables represent the minimum points to be allocated to schools in the Diocese in each of the enrolment bands.

| Primary Schools | | | |
|-----------------|---------------------|---------------------|--------------|
| Enrolment | Assistant Principal | Co-ordinator Points | Total Points |
| 001-100 | Nil | 1 | 1 |
| 101-200 | 4 | - | 4 |
| 201-250 | 4 | 2 | 6 |
| 251-400 | 4 | 3 | 7 |
| 401 + | 4 | 5 | 9 |

6. RULES OF ALLOCATION

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

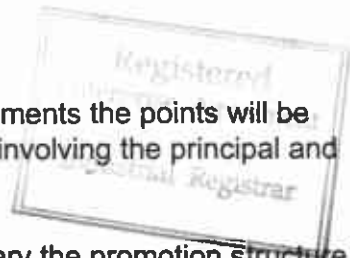
In determining an area of instruction an employer may aggregate two or more subjects to comprise an area of instruction (KLA). However, the total hours of aggregated instruction in the areas of instruction that involves more than one subject shall not exceed 108 hours per week, averaged over the schools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

(iii) The position of Religious Education Co-ordinator is included in the above points tables.

(iv) Allocation of Discretionary Points

Where a school has points in excess of mandatory requirements the points will be allocated by the principal following a consultative process involving the principal and staff.



(v) 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 at least one term's notice must be given to those affected by the alteration of promotion structure.

- (a) During that period any 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 Director CSO. The Catholic Schools Office may involve the Principal 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 CSO 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.

7. LENGTH OF APPOINTMENTS

(a) Secondary Schools

- (i) Co-ordinator appointments in the Diocese will be made triennially within a six-year cycle.
- (ii) All Co-ordinator positions will become vacant at the end of every six year period.
- (iii) New appointments will be for the balance of a particular triennium in accordance with current diocesan processes.
- (iv) The current appointment process, published separately as Diocesan policy, remains operative.
- (v) Special Projects Teacher will be appointed for a period of one (1) year.

(b) Primary Schools

- (i) Initial appointments are for two (2) years. Successful appraisal as well as recommendation from the Principal will result in a further three (3) year appointment.
- (ii) Teachers in promotions positions will be re-appointed subject to satisfactory appraisal performance - see section below.

(iii) Special Projects Teacher will be appointed for a period of one (1) year.

8. ENROLMENT VARIATIONS

- (i) Allocation of promotions positions will be made for the duration of the current three-year triennium based on the projected enrolment band for that particular triennium.
- (ii) In general, adjustment of promotions positions points downwards will not occur during a triennium. Any adjustment upwards due to movement into a new enrolment band will be by negotiation on the basis of need. (Assuming that the school is already above minimum required by this Agreement).



9. APPOINTMENT/REVIEW/APPRAISAL/RE-APPOINTMENT

- (i) All Diocesan appointments to promotions positions will be made on the basis of merit, suitability and classification and will be appropriately advertised.
- (ii) Teachers successful in promotions position applications will receive a Letter of Appointment to the position together with appropriate referral to the Role Statement. The school of appointment will be responsible for providing a more detailed Job Description.
- (iii) Each teacher appointed to a promotions position will be inducted into that position in accordance with Catholic Schools Office policy and will be informed of professional expectations and duties.
- (iv) Each teacher holding a promotions position will be appraised while holding that position according to current policy (published separately). Such appraisal does not detract from the rights of a teacher or the employer under the current Grievance and Dispute Procedures : Teachers.

10. RELEASE TIME

- (i) **Secondary**
Each 1 point in the promotions positions shall attract 0.1 release time as a minimum.
- (ii) **Primary**
Enrolment

| | |
|---------|---|
| 001-100 | 1 day/4 weeks for Co-ordinator (1 point) [0.05] |
| 101-200 | 1 day/3 weeks [0.066] A.P. |
| 201-250 | 4 days/4 weeks [0.2] 3 days/4 weeks for A.P. [0.15] 1 day/4 weeks for Co-ordinator (2 points) [0.05] |
| 251-400 | 7 days/4 weeks [0.35] 4 days/4 weeks A.P. [0.2] 1 day/4 weeks for Co-ordinator (2 points) [0.1] 2 days/4 weeks for Co-ordinator (1 point) [0.05] |
| 401 + | 9 days/4weeks [0.45] 4/days/4 weeks A.P. [0.2] 2 days/4 weeks Co-ordinator (2 points) [0.1x2] 1 day/4 weeks for Co-ordinator (1 point) [0.05] |



11. ACTING POSITIONS

Appointments to acting positions will continue to be made according to current policy (published separately).

12. APPOINTMENT REQUIREMENTS

Appointment to Co-ordinator 2 and 3 positions will not be made unless the teacher is classified as Step 9 on the Salary Scale.

Appointment to Co-ordinator 1 positions will not be dependent on classification.

ATTACHMENT C

Procedures to be followed where a problem arises with respect to a teacher's Performance of Professional Duties in Diocese of Maitland-Newcastle



DISCIPLINARY PROCEDURES : TEACHERS

Set out below are the procedures to be followed where a problem arises with respect to a teacher's performance of his/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 problem and develop effective strategies for a resolution of the difficulty within a reasonable period of time.

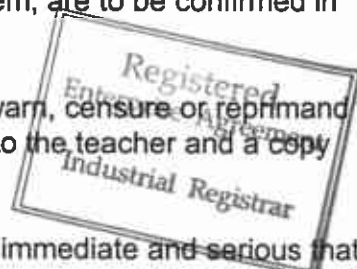
Where this approach fails, or where the problem is immediate and serious, the Principal is required to refer the matter to the Director of Schools.

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 problems 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 problem 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 problems develop.
- (iii) It is not essential in the school context for all problems to be brought to the teacher's attention in writing.
- (iv) Where a Principal seeks to interview a teacher in relation to a problem, the teacher may be accompanied by another teacher of his/her choice from the staff of the school who may be the IEU chapter representative in the school.
- (v) Where a problem 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.
- (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 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 an interview between a Principal and a teacher, the Principal will inform the teacher of the nature of the problem 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 problem 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 problem is so immediate and serious that the above procedures cannot be applied or where a problem remains unresolved after the application of the procedures, the Principal shall refer to the matter to the Director of Schools.



C. The Catholic Schools Office

- (i) The Director of Schools will advise the teacher in writing that the matter has been referred to him by the Principal.
- (ii) If the Director of Schools determines that a CSO officer will interview the teacher concerned, he 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) Providing the teacher gives his/her permission, the CSO will also advise the IEU that the interview is to take place. Where the teacher himself/herself chooses to inform the IEU of the interview, and indicates such choice to the CSO, the teacher will be required to confirm with the CSO that the IEU has been advised.
- (iv) 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.
- (v) 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.
- (vi) During the interview, the CSO officer will inform the teacher of the nature of the problem referred by the principal to the Director of Schools 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.
- (vii) If the CSO officer determines to conduct further interviews with the teacher, the above procedures shall also apply to such interviews.
- (viii) As soon as is practicable after the final interview, but ordinarily not more than five (5) working days after that 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 dates; 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.
- (ix) 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.
- (x) At the end of the period of review as mentioned in (ix)(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.

