

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO: EA98/205**

**TITLE: Diocese of Wollongong Enterprise Agreement 1998**

**I.R.C. NO: 98/3734**

**DATE APPROVED/COMMENCEMENT: 24 July 1998**

**TERM: 12 months**

**NEW AGREEMENT OR  
VARIATION: New**

**GAZETTAL REFERENCE:**

**DATE TERMINATED:**

**NUMBER OF PAGES: 10**

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES: Applies to teachers employed by the Diocese.**

**PARTIES: Diocese of Wollongong Catholic Education Office -&- New South Wales Independent Education Union**

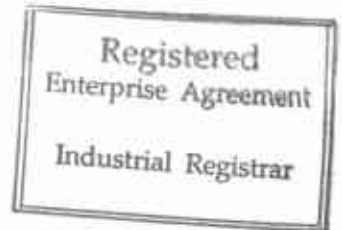


**ENTERPRISE AGREEMENT 1998**

**Enterprise Agreement**

Teachers employed by the Catholic Education Office Diocese of Wollongong

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2.	Scope of Agreement
3.	Catholic Ethos
4.	Award
5.	Objects of the Agreement
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9.	Re-Deployment
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11.	Professional Development
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## **1. Parties to the Agreement**

This agreement is made between the Diocese of Wollongong (the "Diocese") and the NSW/ACT Independent Education Union (the "IEU") a registered organisation of employees.

## **2. Scope of Agreement**

This agreement shall apply to teachers employed by the Diocese.

Registered  
Enterprise Agreement  
Industrial Registrar

## **3. Catholic Ethos**

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

## **4. Award**

Except as provided by this agreement, the terms and 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"), as varied.

## **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 the Diocese and school life in the Diocese;
- \* the autonomy and authority of the Diocese as well as the professional standing of the teaching staff in the Diocese;
- \* the variety of managerial and educational arrangements that exist requiring flexibility in the application of regulations that govern employment practices in the Diocese;
- \* the need to maintain a working environment in which education can be provided in harmony with the Diocese's philosophy;
- \* that this Agreement is intended to assist and promote the delivery of education of a high quality in the Diocese consistent with the approach of

the independent school sector reported in the 1992 State Wage Case Decision of the New South Wales Industrial Commission;

- \* that productivity and efficiency have a growing influence in educational policies and practices which means the Diocese is expected to do more with the same level of resources, necessitating productivity and efficiency improvements;
- \* the fact that improvement in efficiency is often of a qualitative rather than a quantitative productivity and efficiency improvements;



**6. Progression of Two Year Trained and Three Year Trained teachers**

From 1 January 1999 all Two Year Trained and Three Year Trained Teachers shall progress in accordance with normal years of service to Step 13 of the scale. Provided that a Three Year Trained teacher who has at Day 1 of Term 1 of 1999 more than one year's full time service on step 9, step 10, 11, or 12 shall progress immediately to the next step.

Provided further, for the purposes of salary progression only, the teacher's anniversary date shall thereafter be deemed to be Day 1 of Term 1 .

Two Years Trained and Three Years Trained Teachers may still apply for progression for the purposes of obtaining Four Years Trained status. The Diocese reserves the right to specify that Four Years Trained status is a requirement for promotion positions.

**7. Affirmative Action - Job sharing arrangement**

The parties recognise the ongoing need for staff to balance appropriately work and family life.

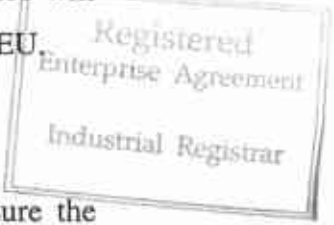
Parties are mindful of facilitating the employment of women in schools particularly during periods of child rearing.

The parties are mindful of the obligation also to provide the highest quality of education to pupils so as to ensure they are not disadvantaged during periods of job sharing.

Having regard to these principles and where appropriate, all reasonable steps will be taken to provide effective job sharing arrangements. The Diocese will review with the IEU the current Job-Sharing Policy and Procedures.

**8. Occupational Health & Safety and Sexual Harassment**

The Diocese and the IEU acknowledge that an OHS Policy and OHS Diocesan Committee are in place, as is a Diocesan Sexual Harassment Policy. It is further acknowledged that a representative of the South Coast Branch of the IEU was consulted and involved in the development of the Diocesan (Education) OHS Committee. The parties agree the Diocesan (Education) OHS Committee will continue to have a member nominated by the South Coast Branch of the IEU.



**9. Re-deployment**

The Diocese is concerned, within the resources available to it, to ensure the equitable distribution of teaching staff between and among schools.

The Diocese is also concerned to maintain as far as possible employment opportunities for staff.

The Diocese will monitor and review the operation of the policy and procedures relating to re-deployment and will consult at the appropriate time the IEU during that process.

**10. Promotion Positions**

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

**11. Professional Development**

The parties recognise that teachers, as professionals, have a responsibility to participate in professional development to meet the demands caused by changes in curriculum, Diocesan policy and in the community's expectations of schools. The parties recognise that in-school appraisal by the relevant supervisors is part of ongoing professional development and will focus on teacher support and development.

The parties are committed to encouraging teachers to participate in inservice courses whether conducted by the Diocese or any other body. It is expected teachers will participate in appropriate courses as part of their professional development.

## 12. Counselling

The Diocese understands staff from time to time may require counselling services.

As far as possible the Diocese and schools will facilitate attendance by the granting of leave. Leave may be granted with/without pay. If it is with pay then this leave would be deducted from the current sick leave entitlements.



## 13. Paternity Leave

The Diocese agrees that subject to an employee fulfilling all the requirements of Chapter 2 Part of Part 4 of the Industrial Relations Act 1996, the Diocese will not unreasonably withhold consent to a period of extended Paternity Leave.

## 14. Dispute Avoidance and Grievance Procedure in Relation to this Enterprise Agreement

- (a) The objective of these procedures is the avoidance and resolution of industrial disputation, arising under this agreement, by measures based on consultation, co-operation and negotiation.
- (b) 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 Diocese.
- (c)
  - (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 IEU, who will discuss the matter with the Principal and/or the Diocesan Director or his/her nominee.
  - (iii) if the matter remains unresolved it shall be referred to the General Secretary of the IEU or his/her nominee and the Executive Director of the Catholic Commission for

Employment Relations or his/her nominee for discussion and appropriate action.

- (iv) if this matter cannot be resolved at this level it may be referred to the Industrial Relations Commission of New South Wales.



- (d) Nothing contained in this procedure shall prevent the General Secretary of the IEU or his/her nominee or the Executive Director of the Catholic Commission for Employment Relations or his/her nominee 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 the dispute.

**15. Duress**

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

**16. Term**

This enterprise agreement shall

*operate for a period of 12 months from date of approval.*  
~~expire on 30 June 1999~~

*T. White*  
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T White  
Director of Education  
Diocese of Wollongong

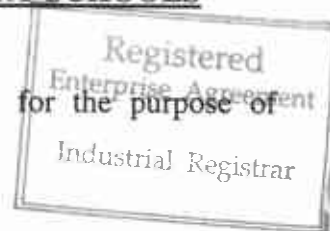
*R Shearman*  
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R Shearman  
General Secretary  
NSW/ACT Independent  
Education Union

Draft amended as at 4/5/98

## ATTACHMENT A

### ENTERPRISE AGREEMENT FOR DIOCESE OF WOLLONGONG PROMOTION POSITIONS IN SECONDARY AND PRIMARY SCHOOLS



1. All schools will be allocated a specified number of points for the purpose of establishing an appropriate and responsible promotion structure.
2. **Secondary schools**
  - a. The points (*including points for the appointment of a Religious Education Co-ordinator*) available to St Joseph's Regional High School Albion Park, Holy Spirit College Bellambi, John Therry Catholic High School Rosemeadow and Mt. Carmel High Schools Varroville will be 36.
  - b. The points (*including points for the appointment of a Religious Education Co-ordinator*) available to St. John the Evangelist High School, Nowra will be 32.
  - c. An Assistant Principal will be appointed to each secondary school

### 3. **Primary schools**

- a. The school size points available for Diocesan primary schools will be determined by the school student population at the previous year's census. The points will be allocated as follows:

Student Population	Points Available
101 - 200	5
201 - 250	7
251 - 300	8
301 - 400	8
401 - 500	10
501 - 600	11
601 - 700	13
701 - 800	13
+800	13

- b. In addition each primary school will have two (2) points for the appointment of a Religious Education Co-ordinator.
- c. An Assistant Principal will be appointed to each school identified in Clause 3 (a) with a student population above 250.
- d. Subject to satisfactory performance an existing Assistant Principal in a school with a student population below 251 will maintain the position.
- e. Schools identified in Clause 3 (d) are free to restructure the position of Assistant Principal on the cessation of appointment of an existing Assistant Principal.



4. The Principal, after consultation with the school executive, and appropriate consultation with the school community which includes the Independent Education Union Chapter, will determine the structure of promotion positions to be submitted to the Catholic Education Office having regard to:

- a) diocesan mission statement;
- b) diocesan and school policy;
- c) actual and future school and pupil needs;
- d) curriculum structure and requirements;
- e) the results of a school review;
- f) any other matters consistent within the identified needs of the Diocese and schools.



### Co-ordinator positions

5. At least seven (7) Co-ordinator 2 positions which are dedicated to curriculum areas will be created in the secondary schools named in Clause 2. A recognition of the pastoral dimension of the school will be reflected in the distribution of points.

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

Promotion position	Point value
Assistant Principal	4
Co-ordinator 3	3
Co-ordinator 2	2
Co-ordinator 1	1

#### 6.1 Co-ordinator 1

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

- a) an area of curriculum  
or
- b) a pastoral area  
or
- c) any other areas of responsibilities as determined by the Principal.

**OR**

A teacher appointed to be responsible for:

- a) developing and implementing outstanding teaching practice and leadership with particular reference to the performance and quality of teachers in the school;  
or
- b) to perform other duties of comparable level (Including the area of pastoral care) requiring a high level of professional expertise.

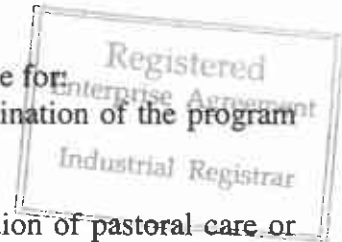
6.11 Co-ordinator 1 position is for a one year appointment only. The needs of the school will determine the role of the Co-ordinator 1. This position is subject to change upon being reviewed.

6.12 Appointment to Co-ordinator 1 positions will be for one (1) year and made on the basis of merit and normally will be advertised internally. At the end of each school year the school will invite applications for appointment for any Co-ordinator 1 position for a one (1) year appointment.

## 6.2 Co-ordinator 2

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

- a) the supervision and support of teachers and the co-ordination of the program of work in an area or areas of curriculum;  
and/or
- b) the supervision and support of staff and the co-ordination of pastoral care or other programs;  
and/or
- c) any other duties as determined by the Principal.



## 6.3 Co-ordinator 3

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

- a) the co-ordination of area(s) of curriculum and/or pastoral care or supervision of teachers and any program(s) as determined by the Principal;  
and/or
- b) the support and supervision for those responsible for subject area/s and/or pastoral care and the implementation of any relevant initiatives  
and/or
- c) any other duties as determined by the Principal.

7. Appointment to position of Co-ordinator 2 or 3 will require teachers to be at least **Step 9** on the salary scale.

8. Appointment to Co-ordinator 2, 3 and Assistant Principal position normally will be for a period of three years and made on the basis of merit and suitability and will be subject to the agreed Professional Development Review for executive staff. Each position will be advertised appropriately, providing a general role description for the position.

9. Appointments made to Co-ordinator 2, 3 and Assistant Principal made within a cycle will be made for a period up to the end of the cycle.

10. At the end of each contract cycle the incumbent will be invited to apply for a contract during the next contract cycle. The Diocese may decide not to make a new contract with the incumbent or may decide not to make that appointment. If the Diocese decides not to make the appointment then it is expected that in cases other than the

restructure of promotions positions, the Staff Relations Policy No.2 would have been applied.

11. The restructuring of promotion positions will have regard for:

- a) nature and pattern of enrolments;
- b) actual and future school and pupil needs;
- c) curriculum structure and requirements;
- d) Board of Studies requirements;
- e) sound management / organisation practices;
- f) the need to recognise and remunerate added responsibility and work in curriculum, pastoral and administrative leadership;
- g) the provision of career paths for teacher;
- h) any other matter consistent with the identified needs of the school, including change in school structure.



12. A letter of appointment from the employer will be given to the appointee. The letter will contain the duration of appointment and the diocesan expectations. Specific duties will be negotiated with the Principal in consultation with the employer.

13. The appointee will participate in an induction process conducted by the Principal or his/her nominee.

14. The Principal or his/her nominee, in consultation with the appointee, will determine a program of professional development.

15. A **three-year cycle** will commence in the **1998** school year.

16. A teacher who held a promotion position at the level of Co-ordinator 2 or above, for more than one (1) continuous year before the beginning of the 1998 school year, and in 1997 was unsuccessful in obtaining a new position or whose new position represents a decrease in allowance, will continue to be paid the 1997 allowance, or the difference in the allowances received, for one full school year and may be required to undertake specific duties for this period.

17. A teacher required by the employer to **act in a promotions position** for at least (10) consecutive school day shall be paid for so doing at the rate prescribed for that position, provided that the teacher shall not be required to carry out such duties in a relieving capacity for more than 52 weeks. Appointment for more than ten days and less than four school weeks will be made at the Principal's discretion, in consultation with the employer. Appointments for a period of greater than four (4) weeks will be advertised suitably, where prior notice is given.

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