

REGISTER OF
ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA99/2

TITLE: Teachers (Diocese of Bathurst) Enterprise Agreement 1998-1999

I.R.C. NO: 98/4864

DATE APPROVED/COMMENCEMENT: 14 October 1998

TERM: 31 December 1999

NEW AGREEMENT OR
VARIATION: New



GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 8

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to all Teachers employed by the Diocese of Bathurst

PARTIES: The Trustees of the Roman Catholic Church, Diocese of Bathurst -&- New South Wales Independent Education Union

Agreement is
approved

P. Adams

14/10/98



TEACHERS (DIOCESE OF BATHURST)

ENTERPRISE AGREEMENT 1998-1999

ARRANGEMENT

| CLAUSE NO. | SUBJECT MATTER |
|------------|---|
| 1 | OBJECTIVES OF THE AGREEMENT |
| 2 | CATHOLIC ETHOS AND PRINCIPLES OF EMPLOYMENT |
| 3 | OPERATION, SCOPE AND PARTIES TO AGREEMENT |
| 4 | DEFINITIONS <ul style="list-style-type: none">(a) Central School(b) Employer(c) Director(d) CEO(e) Positions of Special Responsibility |
| 5 | MONETARY PAYMENTS <ul style="list-style-type: none">5.1 Senior Teacher 15.2 Travelling Expenses |
| 6 | DUTIES OF TEACHERS |
| 7 | PROMOTION POSITIONS <ul style="list-style-type: none">7.1 Allowances7.2 Acting in Promotion Positions7.3 Promotion Position Appointments7.4 Areas of Instruction |
| 8 | EXTRA-CURRICULAR ACTIVITIES |
| 9 | RENEWAL LEAVE |
| 10 | LONG SERVICE LEAVE IN SHORT BLOCKS |
| 11 | DISPUTES PROCEDURES |
| 12 | SIGNATURES |





1. OBJECTIVES 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;

in particular, that productivity and efficiency have a growing influence in educational policies and practices. Schools are expected to do more with the same level of resources necessitating productivity and efficiency improvements which may be qualitative rather than quantitative.

2. CATHOLIC ETHOS AND PRINCIPLES OF EMPLOYMENT

Teachers employed in the Bathurst Diocese accept and are bound by the Philosophy of Catholic Education in subclause (a) and Principles of Employment of the Diocese in subclause (b):

(a) Philosophy of Catholic Education

The philosophy of Catholic Education, expressed in a growing number of documents and policy statements, guides the Catholic School in its functioning. While it is accountable to the community at large for the provision of quality education to young citizens, the Catholic School is also accountable to the Catholic Church community for providing such education within the context of Gospel values as taught by the Catholic tradition.

(b) **Principles of Employment**

The appointment of a teacher is made with an understanding that all persons employed in a Catholic school will:

- (i) by their teaching and personal example, strive to inculcate in students an appreciation and acceptance of Catholic teaching and values;
- (ii) avoid, whether by word, action or life-style, any influence upon students that is contrary to the values of the Catholic community in whose name they act;
- (iii) accept and espouse the Catholic philosophy of the school;
- (iv) develop and maintain an adequate understanding of the aspects of Catholic teaching relevant to their subject areas;
- (v) remain suitable, competent, trained teachers, committed to the goals of Catholic Education;
- (vi) be committed to regular on-going professional development.

3. OPERATION, SCOPE AND PARTIES TO AGREEMENT

This agreement shall come into force from the date of registration and shall continue in force until 31 December, 1999

This agreement shall apply to all teachers employed by the Diocese of Bathurst. The provisions of this agreement shall apply instead of the provisions of the Teachers (Country and Regional Dioceses) (State) Award with respect to the matters contained in this agreement. The parties to this agreement are the Trustees of the Roman Catholic Church Diocese of Bathurst and the New South Wales Independent Education Union.

4. DEFINITIONS

For the purpose of this agreement:

- (a) **"Central School"** means a school which provides both primary and secondary education.
- (b) **"Employer"** means the Trustees of the Roman Catholic Church Diocese of Bathurst.
- (c) **"Director"** means the Director of Schools in the Diocese of Bathurst from time to time.



(d) "CEO" means the Catholic Education Office Diocese of Bathurst.

(e) **Positions of Special Responsibility:**

- (i) **Co-ordinator "1"** means a teacher appointed as such in a primary or secondary department who is responsible for or assists in the co-ordination of a programme of work or who has other duties as determined by the Principal.
- (ii) **Co-ordinator "2"** means a teacher appointed as such who is responsible to the Principal for co-ordination of a programme of work in any area of instruction or activity determined by the Principal and for the proper co-ordination of such teaching programme of work or who has other duties as determined by the Principal. Such a teacher may be appointed in a primary or secondary department.
- (iii) **Co-ordinator "3" (Administration)** means a teacher appointed as such.

5. MONETARY PAYMENTS



5.1 Senior Teacher 1

In the Diocese of Bathurst the classification of Senior Teacher 1 (ST1) shall cease from 1 January 1999. While acknowledging the alignment of salaries for ST1s with Step 13 of the salary scale from 1 January 1999, the Diocese of Bathurst is prepared to provide gratuity payments for 3 years to ST1s in the following terms:

1999 Calendar Year - \$1,178 per annum in addition to the normal salary applicable to Step 13 of the salary scale.

2000 Calendar Year - \$785 per annum in addition to the normal salary applicable to Step 13 of the salary scale.

2001 Calendar Year - \$393 per annum in addition to the normal salary applicable to Step 13 of the salary scale.

From 1 January 2002 the total salary paid to ST1s will be identical to Step 13 of the salary scale.

5.2 Travelling Expenses

Where the use of a teacher's own vehicle is required in connection with employment, other than for journeys between home and place of employment, the teacher shall be paid an allowance of 37 cents per kilometre.

6. DUTIES OF TEACHERS

A teacher shall be entitled to a minimum of thirty minutes or half of the school's luncheon break during which period a teacher shall not be required to hold meetings, supervise, teach or coach sport, team games, cultural or academic activities, where agreed by teaching staff.

7. PROMOTION POSITIONS



7.1 Allowances

The allowances for promotional positions shall be as specified in the award and in accordance with the definitions contained in this agreement. Allowances for Promotions Positions, Part B, Monetary Rates of the award shall be in addition to the salary applicable to the appointee.

7.2 Acting in Promotion Positions

Any teacher required by the employer to act in a promotion position for at least ten consecutive school days shall be paid for so doing at the rate prescribed for that position. In normal circumstances a teacher shall not be required to continue in any acting capacity beyond 52 weeks.

7.3 Promotion Position Appointments

- (a) Appointment to Co-ordinator 1 - will normally be for a twelve month period and the position will be re-advertised annually.
- (b) Appointments to Co-ordinator 2 and Co-ordinator 3 will be made initially for a two year period. A further appointment of four years will normally be made following a successful assessment of performance during the initial period of two years in accordance with Diocesan Policy. The policy to apply after the further four year appointment referred to above is to be discussed by the parties with the intention of reaching agreement.

7.4 Areas of Instruction

The provisions of subclause 6.4 of the Award do not apply in the Diocese of Bathurst.

Notwithstanding the provisions of paragraph (a) of subclause 6.1 of the Award, where there is a programme of work in an area of instruction (which term includes curriculum sporting instruction) in a secondary department the hours of which aggregate more than 54 hours per week, a person shall be appointed a co-ordinator 2 for such area of instruction.

In determining an area of instruction an employer may aggregate two or more subjects to comprise an area of instruction, provided that the total hours of aggregated instruction in an area of instruction that involves more than one subject shall not exceed 108 hours per week.

8. EXTRA-CURRICULAR ACTIVITIES

The normal duties of teachers shall include playground duties, sports duties, and extra-curricular activities.



9. RENEWAL LEAVE

The parties are to agree on appropriate terms for the taking of renewal leave. These terms would include conditions relating to the taking of the leave over a full school year, specifying any other requirements to be agreed with the employer.

10. LONG SERVICE LEAVE IN SHORT BLOCKS

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

11. DISPUTES PROCEDURE

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

- 11.1 Without prejudice to the other party, the parties shall ensure the continuation of work in accordance with this award and Diocesan Policy.
- 11.2 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.
- 11.3 If the matter is not resolved at this level, the teacher may refer this matter to the union representative in the workplace. The Principal will refer the matter to the Director of Schools.
- 11.4 If the matter is not resolved the teacher or union representative may discuss the matter with the Director of Schools or his/her nominee.
- 11.5 If the matter remains unresolved, it may be referred to the General Secretary of the union and the Director of Schools may refer the matter to the Executive Director of the Catholic Commission for Employment Relations for discussion and appropriate action.

11.6 If the matter cannot be resolved at this level it may be referred to the Industrial Relations Commission.

12. SIGNATURES

Signed for and on behalf of:



J. M. Keady

Director of Schools
Catholic Education Office
Bathurst

R. Sheen

General Secretary
NSW Independent Education Union

Dated: 17 August, 1998

Dated: 1/8/98.