

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA02/114

TITLE: Advisers employed by the Executive Director of Schools, Catholic Education Office, Archdiocese of Sydney

I.R.C. NO: 2002/1217

DATE APPROVED/COMMENCEMENT: 19 March 2002

TERM: 31 December 2003

**NEW AGREEMENT OR
VARIATION:** New

GAZETTAL REFERENCE: 26 April 2002

DATE TERMINATED:

NUMBER OF PAGES: 7

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to all advisers employed by the Executive Director of Schools, Archdiocese of Sydney.

PARTIES: Catholic Education Office, Archdiocese of Sydney -&- the New South Wales Independent Education Union

ENTERPRISE AGREEMENT

**Advisers employed by the Executive Director of Schools,
Catholic Education Office,
Archdiocese of Sydney**

Arrangement

Clause No:	Subject Matter
1	Parties to the Agreement
2	Scope of Agreement
3	Objects of the Agreement
4	Award
5	Catholic Ethos
6	Towards 2005 - Strategic Management Plan
7	Long Service Leave
8	Professional Development
9	Occupational Health and Safety
10	Disputes Procedure
11	Duress
12	Term

Attachment A: Principles of Employment - Sydney Systemic Schools



1. Parties to the Agreement

This agreement is made between the delegate of the Archbishop of Sydney, the Executive Director of Schools, Archdiocese of Sydney (the "Archdiocese") and the NSW/ACT Independent Education Union (the "IEU") a registered organisation of employees.

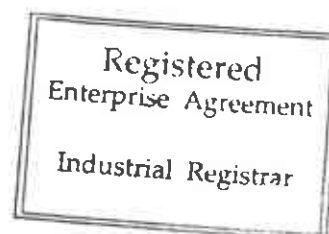
2. Scope of Agreement

This agreement shall apply to advisers employed by the Executive Director of Schools, Archdiocese of Sydney.

3. Objects of the Agreement

In reaching this Agreement, the parties have recognised:

- * the need to maintain a working environment in which education can be provided in harmony with the Archdiocesan School System's aims, objectives and philosophy, recognising the role of parents and the Parish community in Catholic systemic schools;
- * the need to safeguard and improve the quality of teaching and learning within the systemic schools of the Archdiocese and the public perception of it;
- * a mutual responsibility to support, develop and enhance systemic schools and colleges within the Archdiocese;
- * the autonomy and authority of the Archdiocese, as well as the professional standing of the teaching staff in systemic schools;
- * the variety of managerial and educational arrangements that exist, requiring flexibility in the application of regulations that govern employment practices;
- * the intention of this Agreement is to assist and promote the delivery of education of a high quality in the systemic schools of the Archdiocese, consistent with the approach of the independent school sector reported in the 1992 State Wage Case Decision of the New South Wales Industrial Commission;
- * efficiency, in particular, as a growing influence in educational policies and practices; as a consequence, the school system is expected to do more with the same level of resources, necessitating productivity and efficiency improvements. However, improvements in efficiency in the educational sector, are often of a qualitative rather than a quantitative kind.



4. Award

Except as provided by this agreement, the conditions of employment of advisers in systemic schools of the Archdiocese of Sydney will be in accordance with the Advisers (Archdiocese of Sydney, Dioceses of Broken Bay and Parramatta) (State) Award 2000.

5. Catholic Ethos

The parties acknowledge the need for advisers to support the ethos and philosophy of Catholic education which operates in the Archdiocese. They acknowledge that Catholic schools in the Archdiocese of Sydney are part of the evangelising mission of the Catholic Church and agree to overtly support the Basic Assumptions of the Sydney Archdiocesan Catholic Schools (SACS) Board document "*Catholic Schools - A Vision Statement for the Archdiocese of Sydney*", and the System's Mission as expressed in Sydney Catholic Schools *Towards 2005 Strategic Management Plan*.

Principles of Employment:

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

6. Towards 2005 - Strategic Management Plan

This agreement has been negotiated by the parties cognisant of the existence of the Sydney Catholic Schools, *Towards 2005 Strategic Management Plan*.

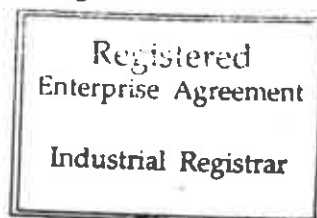
The parties recognise the significance of, and the context provided by, the Priorities and Recommendations set out in the Sydney Catholic Schools *Towards 2005 Strategic Management Plan*.

7. Long Service Leave

This clause replaces sub clauses 11.4, 11.7 and 11.9 of the Award with respect to advisers in the Archdiocese of Sydney.

7.1 Conditions of Taking Leave

- (a) Where an adviser has become entitled to long service leave, the employer shall give leave to the adviser and the adviser shall take the leave as soon as practicable, having regard to the needs of the employer and the employee. An adviser should give two school terms' notice of his/her wish to take leave. The employer shall give the adviser not less than two school terms' notice of any requirement that such leave be taken.



- (b) Long service leave will be exclusive of student vacation periods adjacent to the period of leave provided the conditions in sub-clause 7.4 apply.

7.2 Payment in Lieu of Long Service Leave

Where an adviser has an entitlement to long service leave and takes leave in accordance with the NSW Long Service Leave Act (i.e. at least for a month) the adviser and the employer may agree that, in addition to payment for the long service leave to be taken, the adviser be paid an amount in lieu of any additional long service leave accumulated by the adviser.

Any payment arising from the conditions applicable in this subclause will be paid by the employer upon the commencement of the adviser's long service leave.

7.3 Part time Advisers – Casual Work or Compression

A part time adviser may:

- (i) work casually while on long service leave, providing he/she does not work on the days which would otherwise form part of the rostered days for part time employment; or
- (ii) compress the part time leave weeks into full time equivalent weeks, thereby taking a shorter period of leave than would otherwise apply, albeit at a higher weekly (ie. full time equivalent) salary rate,

7.4 Long Service Leave in Short Blocks

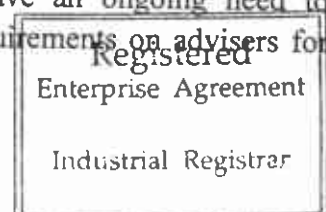
An adviser may be granted long service leave of less than a full term without the leave being inclusive of any adjacent student vacation period provided:

- (i) he/she has eligible service of at least 5 years; and
- (ii) the application is approved by his/her supervisor having regard to the educational needs of the students, critical times of the school year and the personal circumstances of the adviser; and
- (iii) the minimum period to be taken is 2 weeks, and
- (iv) the leave falls within a term.

8. Professional Development

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

- (i) changes to curriculum;
- (ii) broad community expectations of schools;
- (iii) Archdiocesan 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.

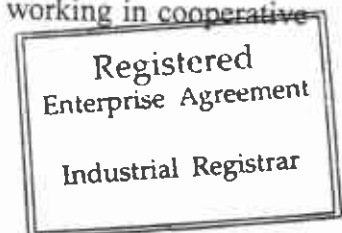
9. Occupational Health and Safety

The Catholic Education Office, Sydney is committed to providing a safe and healthy working environment, thus protecting and promoting the health, wellbeing and safety of its employees.

The CEO will support workplace consultation in its schools and offices in accord with the new Occupational Health and Safety Act 2000 and its associated Regulations. Such consultation will assist the implementation of safe practices and systems to ensure the health, safety and welfare of employees. The employer is committed to the establishment and training of appropriate school based safety representation by staff.

This may take the form of formal committees, formal safety representatives or other agreed, but less formal, mechanisms for dealing with OH&S agenda and issues.

The NSW/ACT Independent Education Union (IEU) is committed to working in cooperative partnership with the CEO in the field of OH&S management.



10. Disputes Procedure

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 offices and schools of the Archdiocese.
- b)
 - (i) In the event of any matter arising under this Agreement which is of concern or interest, the adviser shall discuss this matter with his/her supervisor or his/her nominee.
 - (ii) If the matter is not resolved at this level, the adviser may refer this matter to the union representative in the workplace, who will discuss the matter with the supervisor 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 or her nominee of the Archdiocese for discussion and appropriate action. The senior official may request assistance from the Catholic Commission for Employment Relations.
 - (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 Executive 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.

11. Duress

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

12. Term

This enterprise agreement shall commence from the date of ratification by the NSW Industrial Relations Commission and shall expire on December 31, 2003.

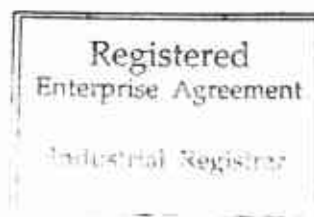
Signed:

.....
Br Kelvin Canavan fms
Executive Director of Schools
Catholic Education Office
Archdiocese of Sydney

.....
Richard Shearman
General Secretary
NSW/ACT Independent Education Union

Date: 19/2/2002

Date: 28/2/02



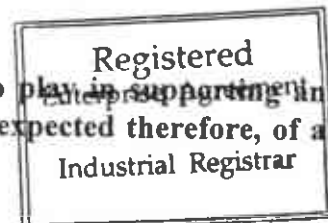
**PRINCIPLES OF EMPLOYMENT - SYDNEY
SYSTEMIC SCHOOLS**

The Catholic Church has established schools to assist it in presenting a vision of reality that is found in the Good News preached by Jesus Christ. Each school is expected to serve a particular Catholic community, providing quality education for its children in an environment that reflects Gospel values.

The Catholic school is more than an educational institution: it is 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.

As from the beginning of 1997 it is expected that those appointed to positions where the teaching of religion is included will have Religious Education qualifications (or will have begun to acquire a formal qualification) and the necessary background, knowledge, and professional commitment to the purposes of Catholic Religious Education and the Catholic ethos of the school. While it is acknowledged that teachers of other religious traditions will have a valuable contribution to make from time to time on a particular topic, it is expected that teachers given responsibility for Religious Education classes will be Catholics with a commitment to the practice of Catholicism.

Teachers in the Catholic school 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 in a Catholic school that:



1. they will see themselves as being in cooperative partnership with parents, pastors and the Catholic community generally working towards the achievement of the school's aims;
2. they will strive, by their teaching and personal example, to develop in students an appreciation and acceptance of Catholic teaching and values;
3. they will avoid, whether by word, action or public life-style, any influence upon students that is contrary to the teaching and values of the Catholic Church in whose name they act;
4. they will accept and espouse the Catholic educational philosophy of the school;
5. they will develop and maintain an adequate understanding of those aspects of Catholic teaching that touch upon their subject areas;
6. they will be suitable, competent, trained teachers, committed to the goals of Catholic Education;
7. they will be committed to regular ongoing professional development;
8. they will actively contribute to the religious life of the school and the spiritual formation of the students.