

**REGISTER OF
ENTERPRISE AGREEMENTS**

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TITLE: Teachers Employed by the Catholic Education Office,
Diocese of Wollongong, Enterprise Agreement 2010 - 2012

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COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all teachers employed by the Catholic Education Office, Dioceses of Wollongong located at 86-88 Market Street, Wollongong NSW 2500, who fall within the coverage of the Teachers (Country and Regional Dioceses) (State) Award 2006 and the Catholic Schools Long Service Leave Portability (State) Award.

PARTIES: Catholic Education Office -&- the New South Wales Independent Education Union

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ENTERPRISE AGREEMENT 2010 - 2012

Teachers employed by the Catholic Education Office Diocese of Wollongong

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ENTERPRISE AGREEMENT 2010-2012

Teachers employed by the Catholic Education Office Diocese of Wollongong

1. Parties to the Agreement

This agreement is made between the Diocese of Wollongong (the "Diocese") and the NSW 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. 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 (Regional and Country Dioceses) (State) Award 2009 (the "Award"), as varied.

4. Objects of the Agreement

In reaching this Agreement, the parties:

- Acknowledge the work of teachers in an environment of continuing change in the education sector in areas such as curriculum changes, pedagogical development, policy and legislation changes.
- Are committed to the need to safeguard the quality of schooling in the Diocese and the public perception of it;
- Acknowledge the need for teachers to support the ethos and philosophy of Catholic Education which operates in the Diocese;
- Recognise the autonomy and authority of the Diocese as an employer and provider of educational services, and recognise a variety of managerial and educational arrangements exist requiring flexibility in the application of employment practices in the Diocese and at school level;

- Recognise the professional standing of the teaching staff in the Diocese and the need to support this through the provision of ongoing development;
- Agree there is a mutual responsibility to protect, develop and enhance the Diocese;
- Understand that fee is allocated on a global basis and the local school determines the character of the particular allocation. This provides a framework for ensuring that the workload of teachers in systemic schools is equitably distributed within the context of the local school community meeting the learning and teaching needs of its particular students;
- Are committed to building and maintaining a working environment in which learning and teaching can be provided in harmony with the mission of the Catholic Church in the Diocese of Wollongong;
- Understand the need to assist and promote quality learning and teaching in Diocesan schools, and ensure that parents have confidence in the quality of each Catholic school community;
- Jointly accept 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 and acknowledge that improvement in efficiency is often of a qualitative rather than a quantitative kind.

5. Duties and Responsibilities of Teachers

i) Teaching is a professional activity that encompasses a wide range of professional responsibilities, duties and workloads. It is agreed that there are core components of work that may be quantified, though there are differences in how this is organised between Secondary and Primary schools. The parties agree it is appropriate to regulate some aspects of these.

ii) Principals will aim to achieve equity in workloads by using the totality of a teacher's quantifiable professional duties to identify a balance. This Framework will help provide a high degree of certainty, predictability and consistency within schools and across the Diocese of Wollongong. These components are:

- School hours;

- Supervisory duties;
- Meetings outside Face to Face Teaching hours;
- Co-curricular activities;

iii) School Hours

Starting Time - Unless a teacher has been rostered for pre-school supervision or classes, normal starting time for all teachers will be no less than 15 minutes before the first scheduled teaching activity (e.g. home room or class), other than on occasions when a morning briefing is held. The starting time for each school will be advised annually to staff. If there is a proposal to change the starting time of the school teachers will be advised and consulted. Schools when changing starting times will set the starting time having regard to the travel and family needs of teachers and students.

Recess - Where practicable, Principals should endeavour to provide a short break for personal reasons on either side of recess for any teacher rostered on supervision duty for the entire student recess break. In Secondary schools teachers who are required to undertake supervision during morning recess will be free from face-to-face teaching for at least 20 minutes before or after morning recess. Teachers who are required to undertake supervision during lunch will be free from face-to-face teaching for at least 30 minutes before or after lunch.

Lunch - Teachers are entitled to a lunch break of at least 30 minutes free of disruptions and meetings; and are free to leave the school premises during this time provided the school administration is notified according to processes established by the Principal. Principals may require a minimum number of staff to remain 'on site' on any day meet the school's obligations to care for students, for example in 'emergency' or unforeseen circumstances.

iv) Supervisory responsibilities

Principals should aim for an equitable distribution of supervision duties for all teachers and should consult with staff on developing supervision rosters.

v) Meetings Outside Face to Face Teaching Hours

- a) Principals in consultation with staff will determine the number of formal meetings required for particular groups at the start of the

school year and publish the dates on an annual or term basis.

- b) Dates may be varied after publication if circumstances necessitate a change. Any changes of date will be communicated to staff as soon as practicable. A school may hold an additional meeting in emergency situations.
- c) Principals are encouraged to use efficient/creative ways of disseminating information to staff. This should ensure that the time available for meetings is used in a most productive manner.
- d) The number of hours for attendance at scheduled staff meetings is to be averaged at 20 hours per semester for classroom teachers. This excludes parent/teacher nights and other items classed as co-curricular activities.
- e) School Leadership Team / Executive can be required to spend additional time at meetings.

vi) Co-curricular Activities

- a) These are activities (which must be approved by the Principal) designed to complement the formal school curriculum. They are intended to enrich the educational and social development and experiences of students by providing opportunities beyond scheduled classes. Co-curricular activities may involve students and / or parents in events, sports, programmes at the school or another venue and may result from the school's involvement in an association or network of schools.
- b) Co-curricular activities are an integral part of a school's program and this Agreement recognises that all teachers are required to be involved in them consistent with the existing expectations within the Diocese, though the nature and time commitment of approved co-curricular activities may vary considerably. The time commitment by a teacher to co-curricular activities will reflect personal circumstances and professional responsibilities. Part-time teachers should participate to a reasonable degree in extra-curricular activities including attendance at scheduled meetings, camps and excursions, and extra curricular activities.
- c) Activities such as school camps, retreats, sacramental programs, school concerts, performances and excursions involve a time commitment as well as supervision of students. Such activities are recognised as professional duties for the hours spent outside the "normal" time-tabled school day.

6. Workloads of Teachers - Primary

i) Face to Face Teaching

The face to face teaching hours of primary school teachers will be no more than 25 hours per week (less the agreed PPT). This period of time is measured from the first bell to the final bell. Teachers are also required to perform other duties pursuant to their role as a teacher.

ii) Professional Planning Time (PPT)

- a) From the start of the 2010 school year each full-time teacher will be entitled to 105 minutes of PPT each week. In 2011, the entitlement becomes 120 minutes. This provision is to support teachers in achieving learning outcomes for students, for example by planning, programming, and carrying out related administrative responsibilities. The use of PPT for this purpose is determined by the teacher and cannot be utilized for school purposes or subject to direction by the principal.
- b) Of the 105 minutes of PPT in 2010, 90 minutes may be taken on a weekly basis or as otherwise agreed between the Teacher and Principal. The remaining 15 minutes will accrue and be taken by the whole staff via two pupil free days. In 2011, 105 minutes may be taken on a weekly basis or as otherwise agreed between the Teacher and the Principal. The remaining 15 minutes will accrue and be taken by the whole staff via two pupil free days.
- c) These days will occur in Term 2 and Term 4. The Principal will consult with staff and recognising the particular requirements of the school select an appropriate day.
- d) Each day will be a whole school and pupil free day where the teacher will attend school and within the normal hours of the day carry out what professional duties the teacher wishes to prioritise or work on. The Principal will not direct or utilise these days for other school purposes.
- e) A part-time teacher whose FTE is not less than 0.2 is entitled to pro rata PPT. A teacher who is on load of 0.6 fte or less may be required to take their proportion of their PPT in a way that is mutually convenient for the teacher as well as for the school.
- f) In addition to their PPT as a teacher, Middle Leaders

(Coordinators) will be given further time to perform their duties as Middle Leader under the direction of the Principal as follows:

- i) one hour per week for a one point Middle Leader.
 - ii) two hours per week for a two point Middle Leader. No two point Middle Leader will have less than a half day per week.
 - iii) three hours per week for a three point Middle Leader.
- g) In addition to the PPT as a teacher, an Assistant Principal will be given further time of four hours per week to perform their duties as Middle Leader under the direction of the Principal. Unless otherwise agreed between the Assistant Principal and the Principal, the Assistant Principal shall take this time in a block of at least one day.
- h) The school will endeavour to ensure PPT is available to teachers in the event of sport and swimming carnivals, or public holidays occurring on their day of PPT. Schools will not be asked to reschedule PPT where teachers miss PPT due to long service leave or leave without pay.
- i) PPT will not be rescheduled when a teacher is on sick leave except to the extent that the PPT has accrued for days worked, and PPT will not be accrued while a staff member is on sick leave,
- j) Schools are encouraged to ensure that whole of school professional development days do not fall on the same day of the week.

iii) Additional support for teachers with larger cohorts

- a) Principals are responsible, within the context of this Agreement, after consultation with the staff for delivering an equitable workload, including consideration of the balance between the instructional group size and teaching loads, and the comparability of workloads of the teachers, including students with high educational needs, or behaviour management issues or larger instructional groups.
- b) In general the size of an instructional group / cohort led by a teacher in Early Stage 1 should not exceed 26, in Stage 1, should not exceed 29, and in Stage 2 and 3 should not exceed 30. The Principal will deliver a Default Minimum Support for an instructional group / cohort, at a 'threshold' of 27 or above in Early Stage 1, and or at a threshold of 30 and above in Stage 1,

and or at a threshold of 31 and above in Stages 2 & 3. This support will be the equivalent of no less than 2 hrs of SSO time per fortnight for every student above the threshold.

- c) The use and distribution of the balance of the staffing resources will be the subject of consultation between school leadership teams and staff. The school may establish instructional groups, that is, groups where there is direct teaching and learning engaged in by a teacher whether with a whole year or stage cohort or part of a cohort. Where such arrangements are to be introduced into a school, the Principal will consult with teachers and provide related professional development to support changes in pedagogical practices.
- d) Teachers from time to time may be responsible for different cohorts of students in their instructional group, which may vary in size across a school year. As part of the planning processes the school community should take into account:
 - i) enabling and encouraging the active enrolment of Catholic students to the school;
 - ii) particular students with high educational needs that are not addressed by the special needs support formula;
 - iii) the management of students with behavioural needs including assessing the likely behaviour of difficult students;
 - iv) recognising the age and development of students;
 - v) the Pastoral Care needs of students; the safety needs of staff and students;
 - vi) the school curriculum including the nature of the subject and the methods of teaching used and the possibility to optimize student learning opportunities through varied forms of teaching arrangements such as stage 1 team teaching, small groups, one to one teaching, etc;
 - vii) the support staff available to assist with the students;
 - viii) the staffing allocation, other resources and facilities available to the school, including the financial resources available to the school.
- e) i) On receipt of the staffing advice from Human Resource Services and as part of the structuring of classes for the following school year, the Principal will consult with the staff as a whole in Term 4.
 - ii) The Principal will develop a staff allocation plan for the school, details of which will be provided to individual teachers and will include how, in addition to the Default Minimum Support provided

pursuant to paragraph (b) above, additional support may be provided pursuant to the outcome of the consultative process. Such additional support may include PPT, SSO hours, professional development and team teaching arrangements if applicable. The Principal retains discretion to alter staffing allocation plans to meet the needs of the school, the needs of teachers and the needs of students.

iii) Staff will be consulted of any such changes that affect their cohort.

- f) This further support derived from the school's general allocation will normally be through additional School Support Officer hours, but other options may include a different workload in other areas of a teacher's professional life, a reduction in some other aspect of a teacher's duties, team teaching or release during critical times such as report writing.

7. Workloads of Secondary Teachers

i) Scheduled Teaching

- a) Full time teachers may be required to teach a maximum of 20 hours scheduled teaching.
- b) "Scheduled teaching" means all scheduled classes (including supervised study groups, whether that class is a single student or a group and includes classes held after or before the usual school day (other than sport) and sport/activities during the normal day.

ii) Other Related Duties

- a) Teaching, home room duties, and assembly time will not exceed 21.0 hours per week averaged across a school term.

iii) Extras

- a) A Principal may allocate after consultation with the staff 'extras' either on the basis of no more than 4 hours per term, or up to 15 hours of extras per year with a maximum of 5 hours in any one term for teachers on maximum load. Where a serious emergency arises in a local school additional 'extras' could be allocated.

iv) Teachers of HSC Classes

A teacher of HSC classes may be required to teach timetabled classes up to 30% of their year 12 load after the commencement of the HSC examinations or alternatively may be assigned duties of up to 50% of their year 12 load. Provisions will be made for teachers who have a continuing commitment to current HSC students.

v) Time for Middle Leaders (KLA)

The Minimum Time for Middle Leaders (KLA) to perform their additional duties is:

- i) 0.1 FTE for a one point Middle Leader;*
- ii) 0.2 FTE for a two point Middle Leader;*
- iii) 0.3 FTE for a three point Middle Leader.*

vi) Time for Assistant Principals

The Minimum Time for an Assistant Principal to perform their additional duties is 0.5 FTE or greater, commensurate with the size of the school.

vii) Class Sizes in Secondary Schools

- a) In general the size of a class in Years 7, 8, 9 and 10 should be limited to 30 and a class in Years 11 and 12 should be limited to 25.
- b) The parties acknowledge that in limited circumstances some class sizes might exceed the above figure by a small number
 - i) due to streaming in some subjects;
 - ii) changes in student selection of electives in Year 11;
 - iii) the need to support small candidature course in senior years;
 - iv) where trend data suggests that the class sizes at the start of Term 1 will decline over the course of the semester.
- c) By agreement the teacher will receive an adjustment in another part of their professional life. Where this occurs, the principal will discuss with the teacher affected how the teacher shall be supported no later than 4 weeks after the commencement of the course, for example by the provision of additional release time or in other ways which best meets the need of the teacher.

viii) Practical Classes in Secondary Schools

- a) Practical classes are among those that may require a higher level of care, where they may involve the use of materials and/or equipment, which may be injurious to the health of students or

have a significant practical (hands on) component. Not all activities within "practical" classes involve additional risks to students and staff. However many aspects of such classes involve instruction and other low risk activities and facilities vary from school to school regarding the space, set-up and resources.

- b) Classes conducted within Technical and Applied Studies (TAS) and the Visual Arts component of Creative and Performing Arts should not exceed 24 students. In that case where classes exceed the agreed principle, the Principal and class teacher will discuss appropriate measures that support working with larger class sizes. In TAS practical classes, the number of students must not exceed the number of workstations.
- c) It is acknowledged that Music, Drama, Physical Education and Science have significant practical components. These practical classes shall be organized and resourced with respect to the outcomes of risk management assessment pursuant to the OHS Act and Regulations and a consideration of the learning outcomes being pursued.

8. Workloads – Other items (Primary and Secondary)

i) Part-time Teachers

Part-time teachers shall be required to attend school on the number of days per week which is generally consistent with their scheduled teaching load provided that the Principal has sufficient flexibility to ensure that needs of pupils are met.

ii) Casual Teachers

A casual teacher will usually work the period and duties of the person they are replacing in Primary schools. However there are occasions when a casual will be employed to provide general support for the school for example as in secondary schools, and therefore the pattern of duties and responsibilities will vary in accordance with the needs of the school but should reflect on a pro rata daily basis the usual duties performed over a week by a full-time teacher at the school. A casual teacher must also be provided with appropriate breaks. The principal is responsible for ensuring the casual teachers receive their entitlements pursuant to this clause and are treated professionally in general.+

iii) Special Education

The Principal will discuss with the teacher and support staff who will have special needs students in their classes the child's needs and

appropriate support for staff such as professional development. Further the Principal will ensure that appropriate risk management and child case management procedures are discussed as soon as possible before the child starts at school or in the class.

9. Working Outside the Normal Span of School Hours

Teachers who are required to teach outside the normal span of school hours (for example in special subjects that cannot be accommodated in the school timetable) shall, in consultation with their Principal have their work responsibilities adjusted accordingly to compensate for the teaching outside the normal span of school hours.

10. Support for Beginning Teachers

a) A loading of 0.075 fte is available for each full time beginning teacher on 1.0fte in their first year of teaching. This may be pro rated for staff not on full time or on less than 1.0 fte. 0.075 fte equates to a total of fifteen days, five of which may be utilised by the CEO for the purposes of providing induction, mentoring support, classroom management, programming support and religious education formation. Five days must be used by the school to assist the beginning teacher by providing extra release time for planning, programming and consultation, and the balance of five days used to release other staff for mentoring activities directed at assisting the beginning teacher.

b) A loading of 0.025 fte is available for each full time beginning teacher on 1.0 fte in their second year of teaching. This may be pro rated for staff not on full time or on less than 1.0 fte. 0.025 fte equates to five days. These days must be used by the school to assist the beginning teacher by providing extra release time for planning, programming and consultation, and may also be used to release the mentor(s) for the purpose of assisting the beginning teacher.

11. Professional Development

The parties recognise that teachers, as professional educators, have a responsibility to participate in professional development not only to meet the demands generated by changes in curriculum, pedagogical developments, diocesan policy but more importantly to maintain their own professional competence and in this way enhance the reputation of the teaching profession, as well as meeting parents and the wider community's expectations of teachers and schools. The Diocese acknowledges the contribution and work of teachers who do professionally develop themselves and thereby contribute to both their own professional competence and the reputation of their profession.

As part of its shared responsibility towards the professional growth of its employees the Diocese is committed to developing courses that may be delivered in accessible and professionally appropriate manner. The parties recognise that not all professional development occurs within the framework of the school day or school term and are committed to encouraging teachers to participate in such courses whether conducted by the Diocese or any other body. Whilst attendance is generally voluntary teachers are encouraged to attend professional development which occurs outside of the framework of the school day or school term subject to family and other responsibilities.

12. Mobility of Appointments in Primary Schools

The Diocese is concerned, with the resources available to it, to support the professional life of teachers as well as ensuring the equitable distribution of skilled and motivated teaching staff between and among schools. Further the Diocese is concerned to maintain and develop possible employment opportunities for staff, including enhancing access to Middle Leader positions in schools by staff from other schools.

The Diocese organises the management of its schools on a regional or cluster basis and in addition groups schools in precincts. It is agreed that mobility between schools will occur within precincts subject to the further conditions of this clause, to meet the aims of the above paragraph. The Diocese's precincts are prescribed in Attachment C Primary School Precincts. Any variation will be by agreement between the parties.

Teachers with more than five years service at a given school will be eligible for transfer to another school within the precinct. Any such transfer will be discussed between the Principals of the precinct taking into account the experience, skills and professional needs of the teacher. Prior to any decision being made the Diocese will consult with any teacher who has been identified for a transfer. Where a teacher disputes a decision of the Diocese in relation to a transfer, the procedures for dispute handling outlined in Clause 22 of this Agreement shall be utilised.

The parties will consult in accordance with the dispute resolution process in this Agreement on any individual cases, but within a framework of upholding the effective operation of this Agreement.

A teacher may make a request to be transferred to another school within the precinct prior to the completion of five years service at a particular school.

Notwithstanding this clause any teacher in the Diocese may request a temporary placement in another school within the Diocese under the terms of the Diocesan policy, Teacher Exchange within the Diocese.

13. Mobility of Appointments in Secondary Schools

a) The Diocese and the IEU agree to discuss the mobility of teachers between secondary schools during the life of this Agreement.

b) Notwithstanding this clause any teacher in the Diocese may request a temporary placement in another school within the Diocese under the terms of the Diocesan policy, Teacher Exchange within the Diocese.

14.1 Middle Leader Positions

The Diocese is committed to the development of a Middle Leader¹ cohort in schools and across the Diocese that will enhance the education in Diocesan schools and provide a basis for future school leaders to emerge. The Diocese will commit resources to support this cohort where such resources are to support the work of Middle Leaders towards educational leadership of staff under their management and to support measures to reduce the administrative tasks on Middle Leaders. The Diocese is committed to providing resources in accordance with the formula set out in Attachment A Middle Leadership in Secondary and Primary Schools.

14.2 Middle Leader and Middle Leader 1

A "Middle Leader" means a teacher appointed to be responsible for: leadership of teachers including the management of the work in an area or areas of a school whether in an area of instruction and curriculum, including the delivery of the curriculum in Key Learning Areas, the supervision and support of students, the co-ordination of pastoral care or other programs and any other responsibilities or a combination of responsibilities as determined by the Principal. A Middle Leader is an appointment where the teacher is allocated a monetary allowance equivalent to no less than 2 points under the Teachers (Country & Regional Dioceses) (State) Award.

A "Middle Leader 1" is an appointment where the teacher is allocated a monetary allowance equivalent to no more than 1 point under the Teachers (Country & Regional Dioceses) (State) Award.

14.3 Advertising Middle Leader Positions

¹ Middle Leaders were previously known in the Wollongong Diocese as coordinators or promotion positions.

Each Middle Leader position vacancy will be advertised appropriately to all Diocesan employees. Vacancies will also be advertised externally to the Diocese unless the school and the Catholic Education Office (CEO) consider otherwise.

Appointment to a Middle Leader position will be made on the basis of merit and normally will be advertised within a school, or within a set of grouped schools where there is an appropriate teaching vacancy to support the position.

It is the intention of the parties that there is transparency in Middle Leader appointments.

14.4 Middle Leader 1 and Special Projects Positions

Middle Leader 1 and Special Projects Positions will normally be advertised within a school, or within a set of grouped schools where there is an appropriate teaching vacancy to support the position. Where the relevant position is a Special Project Position it shall be advertised as such and indicate the nature of the project and the expected length of contract.

14.5 Appointment to Middle Leader Positions

The provisions of this subclause apply to all new Middle Leader positions arising after the commencement of this Agreement. Middle Leader positions include those with responsibility for the delivery of the curriculum in Key Learning Areas (formerly known as KLA coordinators).

All appointments to Middle Leader positions, other than Middle Leader 1 positions or Special Project Positions, shall be for a first period of appointment of four years, and, unless there is unsatisfactory performance, a second period of appointment of three years, and, unless there is unsatisfactory performance, for a third period of three years. At the conclusion of the third period of appointment, the position will be deemed to be vacant and advertised. The incumbent will be eligible to reapply.

14.6 Appointment to Middle Leader 1 Positions

Appointments to Middle Leader 1 Positions will typically be for a period of one school year. Schools may appoint a Middle Leader 1 for a period of longer than one school year but not more than three school years, or equivalent.

14.7 Middle Leader as a Special Project Appointment

Schools from time to time may appoint staff to hold positions of Special Responsibility. These may be for periods shorter than a school year, and may be with the allowance, or with the allowance converted into hours and combined with the hours attached to this position in accordance with the consultative arrangements of "Determining the Structure and Utilisation of Middle Leader Resources".

The position in most cases will be equivalent in resource value to a 1 point coordinator, but after consultation the School Leadership may appoint at a 2 point resource value level. However such appointment will not have any right of renewal and the length of contract will not be greater than 12 months. This role may be for a range of responsibilities but is primarily to be focused on developing and implementing outstanding teacher practice and leadership with particular reference to the performance and quality of teachers in the school, or alternatively, for an employee required to perform other duties (of comparable level including in the area of pastoral care) requiring a high level of professional expertise.

14.8 Acting Appointment to Middle Leader Positions

A teacher required by the Diocese to act in a Middle Leader 1 or Middle Leader position for at least 10 consecutive school days 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 beyond a school year or for more than 52 calendar weeks whichever is the greater. Appointment for more than 10 days and less than 4 school weeks will be made at the Principal's discretion in consultation with the CEO. Appointment for a period of 4 weeks or greater will be advertised suitably, where prior notice of a vacancy is given to the Principal or the CEO.

14.9 Middle Leader (KLA) Career Change Arrangements

As part of a step down strategy and to support succession planning in schools of the Diocese, Middle Leaders (KLA) with greater than fifteen years service in the Middle Leader role may apply for a career change package on the following terms:

- i) the Middle Leader will step down to a teaching position at least one year prior to taking the career change;
- ii) in that year the Middle Leader will continue to receive the allowance of a Middle Leader (KLA), as well as a release of 0.025 fte to mentor a new Middle Leader in the faculty;

- iii) at the conclusion of that year the Middle Leader shall take a career change package in accordance with the current Diocesan rate.

14.10 Termination of Middle Leader Positions

Where a performance issue has been identified with respect to a Middle Leader, and is addressed pursuant to the Staff Relations Policy, the Diocese may terminate the contract provided there is due process as per CEO procedures, may extend the appointment of a Middle Leader for a further contract if satisfied that performance is improved, or may elect to appoint the Middle Leader for a provisional period of one year to address specific areas of concern. Before the end of the provisional period, the Middle Leader's performance may be subject to further review.

If a Middle Leader appointment is not renewed as a result of unsatisfactory performance, in circumstances where due process has not been followed and the teacher returns to a teaching position within the Diocese, the teacher would receive the relevant Middle Leader allowance for one school year.

In circumstances where a teacher's promotion position is restructured and there have been no issues of performance, he/she will be paid the equivalent allowance for a period of 12 months after the restructuring of the position, and will be required to undertake similar duties and responsibilities in that period.

15. Assistant Principals

15.1 Period of Appointment

An Assistant Principal (AP) will be appointed after selection on merit and suitability to the role and responsibilities, for three periods of contracts, where each contract is for a period of not greater than four years in length. At the end of the third contract period the position will be open to competition in accordance with diocesan procedures.

All AP appointment periods will conclude at the end of a semester whether that is the end of a school year or not.

At the end of twelve years (3 periods of 4 year contracts) from the start of employment, the AP position will be declared vacant and the incumbent will be eligible to apply for the vacant position. Where the AP is unsuccessful in filling the vacancy in the school the employee will be given a Middle Leader role for one year and thereafter a teaching role. Should the teacher indicate a preference to move to another school the Diocese will work to facilitate that outcome.

This clause will operate for all vacancies for AP positions arising after the commencement of this Agreement.

15.2 Payment of Salary

An Assistant Principal shall be paid the salary which is no less than the salary of a teacher on Step 13 together with the applicable allowance for a school of that size from time to time under the Award.

16. Redeployment Principles

The Diocese is committed to supporting the ongoing employment of existing full-time or part-time teachers in ongoing positions who are affected by decisions involving the restructuring, amalgamation or closure of schools.

In the first instance all efforts will be made to avoid the need for redeployment of staff by accommodating staff within the affected school or the precinct of schools in which the school is located. (Note that a teacher appointed to a school within a precinct pursuant to clause 12 Mobility of Appointments in Primary Schools of this Agreement is a transfer and is not redeployment.) Where there is a need for redeployment of staff, rather than positions the IEU will be advised of the circumstances.

In order to minimise the circumstances in which a redeployment may be necessary, notwithstanding clause 2 (e) of the Award, a teacher may be appointed on a temporary basis if the Diocese considers that the staffing of that or another school in the precinct will or may be reduced in the following year and the temporary appointment will facilitate placement of permanent teachers from the affected school.

In rare circumstances, the Diocese may call for expressions of interest in voluntary redundancy.

When considering redeployment of a teacher following restructuring, to a school other than their current school, the following principles will normally apply:

- i) regard for the individual circumstances surrounding the decision;
- ii) a teacher's professional capability, skills and career needs;
- iii) the teacher's current place of residence and the ease of travel;
- iv) the impact on student learning and teaching;
- v) the existing composition (i.e. employment status) of the school staff;

- vi) the culture of the school to which the teacher may be redeployed;
- vii) the needs of the system, including the efficient allocation/ management of resources.

17. Electronic Communications of Pay Slips, Awards and Letters of Appointment.

Where a teacher has access to the Employee Self Service module of the Empower Human Resources Information System, the written pay advice will be available through that service.

The Diocese may provide electronic copies of relevant industrial instruments, whether Awards or the enterprise agreement, or changes to those instruments, through the Diocese's electronic infrastructure.

18. Salary Packaging

Pursuant to sub clause 4.12 of the Award, where the Diocese offers and a teacher elects to receive his or her annual remuneration as a combination of salary (payable fortnightly) and additional superannuation, the additional superannuation may be paid to any eligible superannuation fund identified by the Award and nominated by the Teacher.

19. Sick Leave

The provisions of this clause relate to the system of recording sick leave only. In the event of any inconsistency regarding sick leave entitlements and the conditions pertaining to the taking of sick leave, the Award provisions shall prevail.

Where a teacher has been absent on sick leave, the teacher, as soon as possible, upon return to work will lodge a application for leave. In each year, with the exception of the first two days' absence due to illness, a teacher will provide, as soon as possible, a medical certificate from a medical practioner or medical evidence from a registered health practitioner.

Where the Diocese has provided facilities for the teacher to enter the period of sick leave through the 'Employee Self Service' module of the Empower HR system the teacher must record their absence through this mechanism and deliver a hard copy of the medical certificate to the Principal.

In the circumstance where a teacher is on an extended absence and intends to apply for sick leave, the teacher will provide regular updates by

way of medical certificates to the Diocese and will lodge from time to time a sick leave form through the hard copy format or where there is an electronic system in place through that system. Where the teacher is not able to lodge their sick leave by way of the electronic system due to their extended absence an authorised person will submit the sick leave in the electronic system for the teacher.

In the circumstances where the teacher has not applied for a period of absence as sick leave the CEO will determine the reason for the period of the absence in consultation with the school.

20. Long Service Leave

This clause replaces sub clauses 13.5(b) to (e), 13.8, 13.9 and 13.10 of the Award with respect to teachers in the Diocese.

20.1 Conditions of Taking Leave

- a) Where a teacher has become entitled to long service leave, the Diocese shall give leave to the teacher and the teacher shall take the leave as soon as practicable, having regard to the needs of the Diocese, the school and the teacher. A teacher should give adequate notice of his/her wish to take leave, to allow for replacement staff to be employed, if applicable. The Diocese shall give the teacher not less than two school terms' notice of any requirement that Long Service Leave is to be taken by the teacher.
- b) A teacher may request and be granted leave without pay to be taken in addition to long service leave such that the total period of leave comprises a complete school term.
- c) Where a teacher is entitled to an amount of long service leave which is in excess of a school term the teacher may elect not to take that part of the long service leave which is in excess of a term (the deferred leave), until such time as the teacher accumulates further entitlements which when taken together with the deferred leave enables long service leave to be taken for a whole term.
- d) Long service leave will not include student vacation periods that might fall within the period of leave.

20.2 Long Service Leave in Short Blocks

It is noted by the parties that, flowing from the Family Provisions Test Case 2005, a general entitlement to access annual leave on a flexible basis for caring purposes has been inserted into NSW Awards.

Teachers however do not have flexible annual leave arrangements and, at times, other forms of paid leave, including carer's leave or pressing domestic necessity leave, may not be available or applicable. Accordingly the parties wish to provide for greater flexibility in the accessing of paid Long Service Leave for short periods.

A teacher may be granted long service leave in short blocks provided:

- a) the application is approved by the school Principal having regard to the educational needs of the students, critical times of the school year and the personal circumstances of the teacher; and
- b) he/she has eligible service of at least 5 years.

Under the provisions of this sub-clause, there will be no minimum period required to be taken by a teacher.

20.3 Payment in Lieu of Long Service Leave

Where a teacher 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 teacher and the Diocese may agree that, in addition to payment for the long service leave to be taken, the teacher be paid an amount in lieu of any additional long service leave accumulated by the teacher.

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

20.4 Long Service Leave at Half-Pay

Provided the minimum period of leave is two weeks, a teacher may elect to receive long service leave payments at half pay for the period of leave. The parties understand that 'half pay' means that over the course of a fortnight a teacher will receive one week of paid long service leave, followed by one week of leave without pay. The period of leave without pay will not be deemed as service for the purposes of this Agreement, the Award (as amended or replaced) or any statutory entitlement.

20.5 Part time Teachers – Casual Work or Compression

A part time teacher may:

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

21. Counselling

The CEO provides access to an Employee Access Programme to all staff in the Diocese. From time to time staff may seek to make other arrangements including accessing leave to attend appointments in the school day. As far as possible the Diocese and schools will facilitate attendance by the granting of leave. Such leave may be taken as Leave with Pay (LWP) where there is an entitlement to such leave. The LWP will be deducted from the teacher's sick leave or long service leave balance depending upon the type of leave which is taken. Where there is no entitlement to LWP the leave may be taken as Leave Without Pay (LWOP).

22. 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 continuation of work in accordance with the Award and this Agreement.
- c) In the event of any matter arising under this Agreement, which is of concern or interest, the teacher shall discuss this matter first 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 of Schools or his/her nominee.
 - iii) If this matter cannot be resolved at this level it may be referred to Fair Work Australia.

23. Duress

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

24. Term

This enterprise agreement shall expire on 31 December 2012.



Peter Turner
Director of Schools
Catholic Education Office
Diocese of Wollongong



R Shearman
General Secretary
NSW/ACT Independent
Education Union

ATTACHMENT A

MIDDLE LEADERSHIP IN SECONDARY AND PRIMARY SCHOOLS

All schools will be allocated a specified set of resources for the purpose of establishing an appropriate, responsible and effective Middle Leadership structure consisting of Middle Leader 1 and Middle Leader appointments.

Middle Leader Resources

The Diocese will allocate points to Secondary Schools in accordance with the following table:

Student Population	Points Available
301 - 400	28
401 - 500	30
501 - 600	32
601 - 700	34
701 - 800	38
801 - 900	40
901 - 1000	42
1001 - 1100	44
1101 - 1200	46

In addition each school receives the equivalent of three points for use in accordance with this attachment.

These are the Middle Leaders Resources (MLR). The MLR consist of the monetary allowance expressed as a \$ figure and the time allocation expressed in Full Time Equivalent (FTE) or \$ equivalents. The parties recognise that there are rigidities in the current method of allocation of these resources.

Allocation of Middle Leader Resources to Diocesan Secondary Schools

The diocesan Secondary schools under this clause are St Joseph's Catholic High School at Albion Park, Holy Spirit College at Bellambi, John Therry Catholic High School at Rosemeadow, Mt. Carmel High School at Varroville, Magdalene Catholic High School at Narellan and St John the Evangelist High School at Nowra.

The resources allocated to schools will be distributed on the basis of a formula set out in this agreement based on student enrolment numbers as recorded in

the Census return in the August of the previous school year. The needs of the school will determine the role of the Middle Leader.

Corpus Christi Catholic High School (CCCHS) at Oak Flats

During the life of the Agreement CCCHS will continue to be a developing school and arrangements will need to reflect its unique philosophy for education delivery. Whilst the resources provided to CCCHS will be the equivalent to that of other Diocesan secondary schools the MLR available after the allocation to the appointment of Leaders of Mission, Professional Development and Teaching and Learning will be decided at school level by the school community.

Flexibility & Conversion of Middle Leader Resources

Part of the MLR allocated to a school (such as the Allowance and FTE release attached to a position) may be converted to school support officer (SSO) hours where those hours are directly used to support the work of the Middle Leadership.

The upper limit on the conversion of Middle Leader resources to SSO hours is either an equivalence of 3 coordinator points, or 150 SSO hours whichever is the greater.

Determining the Structure and Utilisation of Middle Leadership Resources

Each school will undergo an agreed process for the consultation and decision making as to the utilisation of the resources allocated by the CEO to the school to support the work of the Middle Leaders.

Although the process is one which is based on agreement on the outcomes, the process envisages the following as a prior condition:

In making Middle Leader appointments using the MLR allocated to each school (other than CCCH) there are a group of core middle leader positions which must be allocated. This core is constituted by the AP or equivalent role (4 points), Learning and Teaching (7 positions worth 2 points), Learning Technology (2 points), and the resources allocated to the leadership in the area of religious practice and Religious Education (3 points). This constitutes an equivalence of 23 coordinator points.

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) school's strategic plan;
- (d) pedagogical developments;
- (e) curriculum structure and requirements;
- (f) Board of Studies requirements;
- (g) sound management / organisation practices;
- (h) the need to recognise and remunerate added responsibility and work in curriculum, pastoral and administrative leadership;
- (i) actual and future school and pupil needs;
- (j) the results of a school review;
- (k) any other matters consistent within the identified needs of the Diocese and schools;
- (l) such consideration may involve acknowledgment of the structure of the school and the way it delivers face to face instruction, the extent of the number of syllabus options, number of students enrolled in any particular subject, the quantum of fte and numbers of staff involved in the face to face teaching, experience of the other middle leaders, the levels of assistance available to support learning outcomes through other means, and how best the implementing of mentoring, team planning, and development of subject specific needs are to be met;
- (m) other practical proposals to keep the distribution of the resources fair and equitable.

Upon development of the proposed set of criteria it shall be published to the school community. The school community includes the middle leaders as a group. The Principal shall on submitting the proposed structure of promotion positions and the proposed allocation of resources to the CEO, publish this to the school community.

In the school's structuring of the Middle Leader resources there will be the allocation of 7 Middle Leader positions supporting learning and teaching through the management of the delivery of the curriculum.

Primary Schools

The Middle Leader Resources for Diocesan primary schools will be determined by the school student population at the August Census in the previous school Year as follows:

Student Population	Points Available
101 -150	6
151 - 200	7
201 - 250	9
251 - 300	10
301 - 400	11
401 - 500	12
501 - 600	13
601 - 700	15
701 - 800	15
+800	15

The points available are for the allocation of the following positions:

- (a) An Assistant Principal whose position is worth 4 points.
- (b) A Religious Education Middle Leader whose position is worth 2 points.
- (c) A Middle Leader 3 whose position is worth 3 points.
- (d) A Middle Leader 2 whose position is worth 2 points.
- (e) A Middle Leader 1 whose position is worth 1 point.

The positions appointed in each school must not exceed the total points available to the school.

Allocation of Resources for Primary Assistant Principal Roles

All schools with an enrolment above 250 must appoint an Assistant Principal at a point allocation suitable to its needs. Any points not allocated to the Assistant Principal role must be allocated to middle leadership positions.

Schools below 250 can either appoint an Assistant Principal on a teaching FTE equivalent of 0.8, or convert the resources to support other Middle Leadership positions.

Religious Education in Catholic Primary and Secondary Schools

Where the School Leadership Team considers that supporting the religious education aspect and the catholicity of the schools is better managed through a different arrangement, and this decision has the approval of the Head of School Services after appropriate consultation with the Parish Priest, the resources allocated to the REC position may be utilised in accordance with the School Leadership Team's decision. The resources must remain to support the purpose and responsibilities attached to the role of REC.

ATTACHMENT B

PRIMARY SCHOOL PRECINCTS

Central Precinct

Corrimal
Fairy Meadow
Gwynneville
West Wollongong
Wollongong

Shoalhaven Precinct

Milton
Nowra

Southern Illawarra Precinct

Albion Park
Kiama
Shellharbour City
Shellharbour

Lake Network Precinct

Dapto
Port Kembla
Unanderra
Warrawong

Northern Illawarra Precinct

Bulli
Helensburgh
Thirroul

Highlands Precinct

Bowral
Mittagong
Moss Vale

Southern Macarthur Precinct

Camden
Narellan Vale
Picton

Macarthur Central Precinct

Campbelltown
Eagle Vale
Ingleburn
Rosemeadow
Ruse

