

ENTERPRISE AGREEMENT

NO: E.A. 178 /1994

DATE REGISTERED: 6.6.94

PRICE: \$ 20.00



Industrial Registry

Registry of the Industrial Relations
Commission of New South Wales

50 Phillip Street
Sydney, N.S.W. 2000

Address reply to: Industrial Registrar
Box 3670, G.P.O., Sydney N.S.W. 2001
FAX: 258-0058
DX: 874 EA177-185 MN:ss

Our reference:

Your reference:

Telephone: (02) 258-0000

Telephone: 258 0066

6 June 1994

Catholic Industrial Office
Level 7, 276 Pitt Street
SYDNEY NSW 2000

Attn: Mr A Britt

Dear Sir

Re: Enterprise Agreements.

EA177/94	Principals employed by the Diocese of Maitland
EA178/94	Teachers Employed by the Diocese of Wagga Wagga
EA179/94	Teachers Employed by Trustees of the Christian Brothers, St Edmunds School.
EA180/94	Teachers Employed by the Boys' Town Engadine NSW (Inc)
EA181/94	Principals Employed by the Diocese of Armidale
EA182/94	Professional Officers Employed at the St Laurence Centre by the Diocese of Maitland
EA183/94	Principals Employed by the Diocese of Parramatta
EA184/94	Advisers Employed by the Diocese of Parramatta
EA185/94	Principals Employed by the Diocese of Wilcannia-Forbes

I am pleased to advise that following your application for registration, the abovementioned agreements have been registered pursuant to section 126 of the Industrial Relations Act 1991, and will take effect from 6 June 1994.

Please find attached registered copies of the enterprise agreements for the purposes of display at the enterprises as provided by s.130 of the Act.

Your attention is drawn to your rights and obligations whilst under these agreements. In particular the following provisions of the Act:

Section 115;

The purpose of an Enterprise Agreement is to regulate (wholly or partly) the conditions of employment of persons who are employed in a single enterprise or in any one or more trades and occupations.

Section 118:

- (1) An enterprise agreement is enforceable as if it were an award.
- (2) The provisions of an enterprise agreement prevail over the provisions of any award, former industrial agreement or order of the Commission that deal with the same matters in so far as they purport to apply to a person bound by the enterprise agreement.

Section 120:

An enterprise agreement is binding on;

- (a) the parties to the agreement; and
- (b) each person from time to time employed in the enterprise for which the agreement was made who, whether or not a member of an industrial organisation or a works committee that is a party to the agreement or otherwise a named part to the agreement, is employed in a trade or occupation to which the agreement relates; and
- (c) each successor to an enterprise employer who was a party to the agreement.

Section 122:

A minimum condition of employment is taken to be fixed by an enterprise agreement in place of a condition of the same kind included in the agreement, but which is less favourable to the employee concerned than the minimum condition.

Section 130:

- (1) An employer of employees whose conditions of employment are affected by an enterprise agreement must cause a copy of the agreement to be fixed and maintained in a conspicuous place in all premises to which the agreement applies so as to be easily read by employees in those premises.

If you require any further assistance please contact the Enterprise Agreement Unit at the Office of the Industrial Registrar on telephone (02) 258 0036.

Yours faithfully


Industrial Registrar



Industrial Registry

The Secretary
NSW Independent Teachers Association
176-182 Day Street
SYDNEY NSW 2000

Attn: Mr Patrick Lee

Registry of the Industrial Relations
Commission of New South Wales

50 Phillip Street
Sydney, N.S.W. 2000

Address reply to: Industrial Registrar
Box 3670, G.P.O., Sydney N.S.W. 2001
FAX: 258 0058 - 185/94 MN:SS
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Our reference:

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Yours faithfully


Industrial Registrar

ENTERPRISE AGREEMENT

Teachers employed by Catholic Education Office

Diocese of Wagga Wagga

Arrangement

Clause No	Subject Matter
1.	Parties to the Agreement
2.	Scope of Agreement
3.	Award
4.	Objects of the Agreement
5.	Salaries
6.	Promotions Positions
7.	Staffing/Professional Development
8.	Religious Education Qualifications
9.	Family Leave
10.	Redeployment
11.	Paternity Leave
12.	Long Service Leave
13.	Dispute, Avoidance and Grievance Procedures
14.	Duress
15.	Term

1. Parties to the Agreement

The agreement is made between the Diocese of Wagga Wagga and the New South Wales Independent Teachers Association (the "ITA") a registered industrial union of employees.

2. Scope of Agreement

This agreement shall apply to teachers employed in Diocesan primary schools at or after the date of registration of this agreement.

3. Award

Except as provided by this agreement, the conditions of employment of teachers by the Diocese will be in accordance with the Teachers (Non-Government Schools)(State) Award (the "Award").

4. Objects of the Agreement

- * To improve the salaries and conditions of teachers employed by the Diocese.
- * To promote processes for dealing with differences and establishing a framework of understanding for approaching industrial rights and responsibilities.
- * To support well targetted professional development in areas of great importance to the Catholic educational community in the Diocese.

In reaching this agreement, the parties have recognised:

- * the autonomy and authority of the Diocese;
- * the right of teachers to join the ITA and participate in its processes in accordance with the Award.
- * the need to safeguard the quality of schooling within Catholic schools in the Diocese and the public perception of it;
- * a mutual responsibility to protect, develop and enhance Catholic education within the Diocese;
- * the need to maintain a working environment in which education can be provided in harmony with the aims, objectives and philosophy of the Catholic Church;
- * the need for teachers to support the ethos and philosophy of Catholic education, and acknowledge that Catholic schools are part of the evangelising mission of the Church;
- * in particular, that productivity and efficiency have growing influence in educational policies and practices.

The parties agree that they will meet not later than 1 September, 1996 to consider a new agreement which might be adopted by the ITA and the Diocese to replace the current agreement nominally due to expire on 31 January 1997.

5. Salaries

- (a) This clause replaces the salaries set out in subclauses 3.1, 3.2 and 6.2 of the Award.
- (b) The minimum annual rate of salary payable to full time teachers in the Diocese shall be:

Step	Salary Per Annum		
	Current \$	3% increase from the first full pay period commencing on or after 15 April 1994 \$	2% increase from the first full pay period commencing on or after 1 July 1994 \$
1	21,896	22,553	23,004
2	23,317	24,017	24,497
3	24,871	25,617	26,129
4	26,159	26,944	27,483
5	27,580	28,407	28,975
6	29,001	29,871	30,468
7	30,422	31,335	31,962
8	31,844	32,799	33,455
9	33,264	34,262	34,947
10	34,686	35,727	36,442
11	36,107	37,190	37,934
12	37,528	38,654	39,427
13	38,950	40,119	40,921
ST1	40,180	41,385	42,213

- (c) The minimum allowances payable to full time teachers occupying the positions set out below shall be:

	Allowance Per Annum		
	Current Allowance \$	3% increase from the first full pay period commencing on or after 15 April 1994 \$	2% increase from the first full pay period commencing on or after 1 July 1994 \$
ST2	1,845	1,900	1,938
Asst Co-ord	1,845	1,900	1,938
Co-ordinator	3,690	3,801	3,877

(d) The minimum allowance payable to the Assistant to the Principal shall be:

Allowance Per Annum			
Primary Enrolment at Previous Year's Census Date \$	Current Allowance \$	3% increase from the first full pay period commencing on or after 15 April 1994 \$	2% increase from the first full pay period commencing on or after 1 July 1994 \$
101-250	6,253	6,441	6,570
251-400	7,175	7,390	7,538
401-600	8,200	8,446	8,615
601-800	9,225	9,502	9,692
801 +	10,250	10,558	10,769

(e) Casual Teachers

The salary payable to a casual teacher shall be the appropriate rate in subclause 5(b) of this clause in accordance with years of full time service, divided by 204 in the case of a daily payment, 408 in the case of a half-day payment, or as calculated in accordance with the formula set out in subclause (f) of this clause; PROVIDED that the maximum rates payable shall be as follows:-

Four Years Trained	Step 8
Three Years Trained	Step 6
Two Years Trained	Step 5
One Years Trained	Step 2
Not Otherwise Classified	Step 1
Conditionally Classified	
Four Years Trained	Step 7
Conditionally Classified	
Three Years Trained	Step 6
Conditionally Classified	
Two Years Trained	Step 4

The said rate includes the pro-rata payment in respect of annual holidays to which the teacher is entitled in accordance with the Annual Holidays Act, 1944.

(f) A casual shall be paid for a minimum of half a day for each single engagement provided that where an engagement requires attendance on more than three days, which days are specified to the teacher prior to the first attendance, payment shall be calculated in accordance with the following formula:

$$\frac{5 \times \text{Annual Salary}}{204} \times \frac{\text{Periods Taught}}{\text{Average number of periods which full-time teachers of the school are normally required to teach per 5 day period.}}$$

6. Promotions Positions

The promotions positions to apply in the Diocese shall be as determined by the Award.

7. Staffing/Professional Development

The parties are committed to accepting that inservice courses under Diocesan auspices will be provided for teachers outside school hours and in vacation times. Due to the professional nature of such courses, it would be expected that staff would be prepared to access relevant and appropriate courses on a voluntary basis.

8. Religious Education Qualifications

The parties agree that the employer will require all teachers without formal religious education qualifications to undertake a course in religious education approved by the Diocese to at least the standard of the Certificate in Religious Education NSW. The parties agree that all such teachers should commence an approved course within the life of this agreement.

The Diocese will only meet the cost of the course fees and other costs incurred where the teacher successfully completes the course requirements. Where a teacher fails the course or drops out of the course or takes longer to complete the course, then any additional fees or costs will be met by the teacher concerned.

9. Family Leave

Family Leave will be provided by the Diocese as set out in Annexure A.

10. Redeployment

The parties agree to meet during 1994 with a view to negotiating mutually acceptable procedures for the redeployment of teachers within the Diocese.

11. Paternity Leave

The Diocese agrees that subject to an employee fulfilling all the requirements of Chapter 2 Part 2 Division 3 Subdivision 3 - Paternity Leave of the Industrial Relations Act 1991 the Diocese will not unreasonably withhold consent to a period of extended paternity leave.

12. Long Service Leave

12.1

The provisions of the Award with respect to long service leave will apply, modified to take account of the following provisions:

(a) for the first 10 years of service, long service leave will accrue at the rate of 1.30 weeks per year, and

(b) for each year thereafter, long service leave will accrue at the rate of 2 weeks per year.

Other agreements to which the Diocese and the ITA are party, in respect of long service leave, shall continue to apply (for instance the national portability agreement).

The increases in the rate of accrual of long service leave will only apply to service after 1 January 1995.

12.2

The Diocese of Wagga Wagga will permit teachers to take long service leave in blocks of less than a full term without clause 12.4^(d) of the Award coming into effect. Provided that:

(a) the minimum period of leave to be taken in any one application is four weeks, and

(b) Term one of each school year is to be excluded from this provision.

Eligibility to this entitlement will arise, notwithstanding the provisions of the Award, after eight years.

12.3

Parental Leave/Long Service Leave

(a) For the purposes of this subclause "parental leave" shall include maternity leave, adoption leave and extended paternity leave taken in accordance with clause 11.

(b) A teacher who has eight or more continuous years' service with the Diocese prior to taking parental leave shall be entitled to be paid pro-rata long service leave entitlements, either in whole or in part, calculated in accordance with clause 12 of the Award and this clause on the commencement of parental leave.

(c) Where a teacher has less than eight years continuous service but 5 or more years continuous service with the Diocese prior to taking parental leave, then the following shall apply:

(i) A teacher shall be entitled to be paid pro-rata long service leave entitlements, either in whole or in part, calculated in accordance with clause 12 of the Award and this clause on the commencement of parental leave.

- (ii) Where the teacher's employment is subsequently terminated and the teacher has no entitlement or an insufficient entitlement to long service leave under clause 12 of the Award and this clause, the Diocese may deduct from any remuneration payable on termination to the teacher the amount paid to the teacher for long service leave whilst on parental leave.
- (d) Where a teacher has less than 5 years continuous service with the Diocese prior to taking parental leave, then the following shall apply:
 - (i) A teacher shall be entitled to be paid pro-rata long service leave entitlements, either in whole or in part, calculated in accordance with clause 12 of the Award and this clause on the commencement of parental leave to a maximum of 3 weeks.
 - (ii) Where the teachers employment is subsequently terminated and the teacher has no entitlement or an insufficient entitlement to long service leave under clause 12 of the Award and this clause the Diocese may deduct from any remuneration payable on termination to the teacher the amount paid to the teacher for long service leave whilst on parental leave. If there is no remuneration payable on termination or the amount of remuneration payable is less than the amount of long service leave, the teacher will be required to pay any outstanding amount to the Diocese.
- (e) Where a teacher desires to be paid some or all of the long service leave entitlement whilst on parental leave, the teacher will give not less than 4 weeks' notice in writing of this intention to the Diocese prior to the date on which the teacher proposes to commence parental leave.
- (f) Where a teacher desires to be paid long service leave while on parental leave the period of long service leave taken cannot exceed the period of time on parental leave.
- (g) Except as varied by subclauses (a) to (f) of this clause, clause 12 of the Award and Division 3 of Chapter 2 of the Industrial Relations Act will continue to apply.
- (h) The expression "continuous service" in this clause shall have the same meaning as in the Long Service Leave Act 1955.

13. Dispute Avoidance and Grievance Procedure

- (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 ITA, who will discuss the matter with the employer or his/her nominee.
- (iii) If the matter remains unresolved, it shall be referred to the General Secretary of the ITA or his/her nominee and the Executive Director of the Catholic Industrial Office 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 or its successor.
- (d) Nothing contained in this procedure shall prevent the General Secretary of the ITA or his/her nominee or the Executive Director of the Catholic Industrial Office 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.

14. Duress

This enterprise agreement was not entered into by any of the parties under duress from the other parties or any other persons or persons.

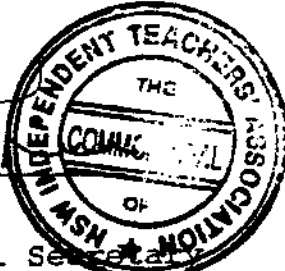
15. Term

This Enterprise Agreement shall have a nominal term which shall expire on 31 January 1997.

William J. Fulton Justice

For and on behalf of the
Trustees of the Diocese of
Wagga Wagga

P J Lee



P J Lee
Acting General Secretary
NSW Independent
Teachers Association

Family Leave

- (i) For the purpose of this clause:
 - (a) "Family" means father, mother, brother, sister, grandparents, grandparents-in-law, father-in-law, mother-in-law, step-father, step-mother, spouse, child, step-child, foster child and grandchild and other persons at the discretion of the employer.
 - (b) "Pressing Domestic necessity" means any domestic reason at the discretion of the employer.

- (ii) Full-time teachers will be entitled to paid family leave of up to four days per annum in respect of any absence on account of illness or injuries to a member of their family or a pressing domestic necessity subject to the following conditions and limitations:
 - (a) the family leave entitlement of a part-time teacher shall be in that proportion which his or her teaching hours bear to the number of teaching hours of a fulltime teacher;
 - (b) a teacher shall not be entitled to paid family leave unless he or she takes all reasonable steps to notify the Principal (or a person deputised by the Principal), before the start of the school day, of the reason for family leave and the estimated duration of the absence.
 - (c) A teacher may be required to provide a medical certificate, a written statement or other evidence as to the reasons for the family leave.
 - (d) Where a teacher is absent on family leave replacements will be arranged in accordance with the employer's policy or sick leave replacement.
 - (e) Notwithstanding the above, any family leave taken by a teacher or additional family leave granted by the employer will be deducted from the teacher's entitlement to sick leave in accordance with clause 10, Sick Leave of the Award. If the teacher has exhausted his/her entitlement to sick leave, paid family leave will not be available.



INDUSTRIAL REGISTRY
MEMORANDUM

Re: Registration of Enterprise Agreements.

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Please be advised that the agreements listed were registered on 6 June 1994, after the Industrial Registrar was satisfied that the agreements:

- (a) complied with the requirements of the Industrial Relations Act 1991;
- (b) certificates under Section 127(4) of the Act were issued on 20 May 1994; and
- (c) notices of withdrawal were not received within 14 days as specified by Section 128 of Act.


Industrial Registrar
6 June 1994

1. Commissioner for Enterprise Agreements.

- (iii) Family leave for reasons other than those set out above and family leave in excess of four days shall only be available at the discretion of the employer and shall be deducted from a teacher's sick leave in accordance with paragraph (e) of subclause (ii).
- (iv) Untaken family leave in any one year shall not accumulate beyond that year.
- (v) Family leave under this Agreement will be in addition to leave under subclause 11.3 Bereavement Leave of the Award.