

ENTERPRISE AGREEMENT

NO: E.A. 184 /1994

DATE REGISTERED: 6.6.94

PRICE: \$ 12.00

ENTERPRISE AGREEMENT

ADVISERS EMPLOYED BY THE CATHOLIC EDUCATION OFFICE,
DIOCESE OF PARRAMATTA

ARRANGEMENT

Clause No.	Subject Matter
1	Parties to the Agreement
2	Scope of Agreement
3	Catholic Ethos
4	Award
5	Objects of the Agreement
6	Salaries
7	Family Leave
8	Paternity Leave
9	Dispute Avoidance and Grievance Procedure in Relation to this Enterprise Agreement
10	Duress
11	Term

Attachment A - Family Leave

1. PARTIES TO THE AGREEMENT

This agreement is made between the Diocese of Parramatta (the "Diocese") and the New South Wales Independent Teachers' Association (the "ITA") a registered organisation of employees.

2. SCOPE OF AGREEMENT

This agreement shall apply to Advisers employed by the Diocese at or after the date of registration of this agreement.

3. CATHOLIC ETHOS

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

4. AWARD

Except as provided by this agreement, the conditions of employment of Advisers by the Diocese will be in accordance with the Advisers (Catholic Education Offices) Archdiocese of Sydney, Dioceses of Broken Bay and Parramatta (State) Award (the "Award").

5. OBJECTS OF THE AGREEMENT

In reaching this Agreement, the parties have recognised:

- * the need to safeguard the quality of schooling in the Diocese and the public perception of it;
- * a mutual responsibility to protect, develop and enhance Catholic education within the Diocese;
- * the autonomy and authority of the Diocese, as well as the professional standing of the Advisers 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. The Diocese is expected to do more with the same level of resources, necessitating productivity and efficiency improvements;
- * the fact that improvement in efficiency is often of a qualitative rather than a quantitative kind means that this kind of productivity can warrant salary increases.

The parties have agreed that they will meet not later than June, 1995 to consider a new agreement which might be adopted by the ITA and the Diocese. As well, the parties agree to meet during Term 1 1994 to consider a further agreement to implement no less than a further 2%, which might include combinations of salary and conditions agreements.

6. SALARIES

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

SALARY PER ANNUM		
Step	Current	From the first full pay period commencing on or after 13 December, 1993
	\$	\$ 3.0%
1	21,896	22,553
2	23,317	24,017
3	24,871	25,617
4	26,159	26,944
5	27,580	28,407
6	29,001	29,871
7	30,422	31,335
8	31,844	32,799
9	33,264	34,262
10	34,686	35,727
11	36,107	37,190
12	37,528	38,654
13	38,950	40,119
ST1	40,180	41,385

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

Step	Current	From the first full pay period commencing on or after 13 December, 1993
	\$	
1	3,690	3,801
2	7,175	7,390
3	8,200	8,446

- (d) The date of payment of the agreed increase will be the first full pay period commencing on or after 13th December, 1993.

7. FAMILY LEAVE

The Diocese will grant family leave to Advisers in accordance with Attachment A of this Agreement.

8. PATERNITY LEAVE

An Adviser who otherwise satisfies the requirement of Chapter 2, Part 2, Subdivision 3, of the Industrial Relations Act 1991, shall be entitled to the paternity leave there set out, and the employer shall not withhold consent unreasonably.

9. 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 part, 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 Adviser shall discuss this matter with the Department Director.
- (ii) If the matter is not resolved at this level, the Adviser may refer this matter to the I.T.A., who will discuss the matter with the Executive Director of Schools or his/her nominee.
- (iii) If the matter remains unresolved, it shall be referred to the General Secretary of the I.T.A. 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.

- (d) Nothing contained in this procedure shall prevent the Executive Director of the Catholic Education Office or his/her nominee or the General Secretary of the ITA 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.

10. DURESS

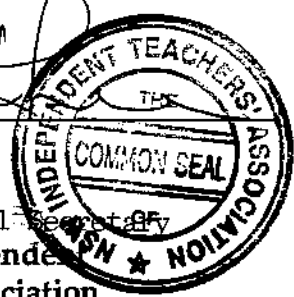

This enterprise agreement was not entered into by either party under duress from the other party or any other person or persons.

11. TERM

This enterprise agreement shall expire on 17th December, 1995.



Ann D. Clark
Executive Director of Schools
Diocese of Parramatta



Patrick Lee
Acting General Secretary
N.S.W. 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, or the employer's agent.
 - (b) "Pressing Domestic necessity" means any domestic reason at the discretion of the employer, or the employer's agent.
- (ii) Full time Advisers 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 Adviser shall be in that proportion which his or her teaching hours bear to the number of teaching hours of a full-time teacher;
 - (b) an Adviser shall not be entitled to paid family leave unless he or she takes all reasonable steps to notify the Director (or a person deputised by the Director), before the start of the school day, of the reason for family leave and the estimated duration of the absence;
 - (c) an Adviser may be required to provide a medical certificate, a written statement or other evidence as to the reasons for the family leave;
 - (d) notwithstanding the above, any family leave taken by an Adviser or additional family leave granted by the employer will be deducted from the Adviser's entitlement to sick leave in accordance with clause 8, Sick Leave of the Award. If the Adviser has exhausted his/her entitlement to sick leave, paid family leave will not be available.
- (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, or the employer's agent, and shall be deducted from an Adviser's sick leave in accordance with paragraph (d) 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 9.3, Bereavement Leave of the Award.
- (vi) The Diocese and the ITA agree to review and monitor the working of this clause during the life of the agreement.