

ENTERPRISE AGREEMENT

NO: E.A. V 455 /1994

DATE REGISTERED: 22-11-94

PRICE: \$ 12-00

**AGREEMENT TO VARY
ENTERPRISE AGREEMENT EA 184/94**

**ADVISERS EMPLOYED BY THE CATHOLIC EDUCATION OFFICE
Diocese of Parramatta**

1. Parties to Variation of Agreement

This variation of Advisers Employed by the Catholic Education Office, Diocese of Parramatta (the "Enterprise Agreement") is made between the Catholic Education Office Diocese of Parramatta (the "Diocese") and the New South Wales Independent Education Union (the "IEU") a registered organisation of employees.

2. Scope of Variation

This variation of the Enterprise Agreement shall apply to advisers employed by the Diocese at or after the registration of this variation of the Enterprise Agreement.

3. Duress

This variation to the Enterprise Agreement was not entered into by either party under duress from the other party or any other person or persons.

4. Term

The term of this variation will have a nominal term equivalent to the residue of the nominal term of the Enterprise Agreement.

5. Delete the Arrangement in the Enterprise Agreement and insert in lieu a new Arrangement clause as follows:

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
9	Maternity Allowance
10	Long Service Leave
11	Review of Matters
12	Dispute Avoidance and Grievance Procedure in Relation to this Enterprise Agreement
13	Duress
14	Term
	Attachment A - Family Leave

6. Delete Clause 6, Salaries from the Enterprise Agreement and insert in lieu the following:

"6 SALARIES

- (a) This clause replaces the salaries set out in sub clauses 3.1 and 3.2 of the award.
- (b) The minimum rates of salary for Advisers in the Diocese shall be:

Step	Award Rate \$ p.a.	Current Rate \$ p.a.	From the first full pay period commencing on or after 1 July, 1994
1	21,896	22,553	22,711
2	23,317	24,017	24,185
3	24,871	25,617	25,796
4	26,159	26,944	27,133
5	27,580	28,407	28,606
6	29,001	29,871	30,080
7	30,422	31,335	31,554
8	31,844	32,799	33,029
9	33,264	34,262	34,502
10	34,686	35,727	35,977
11	36,107	37,190	37,450
12	37,528	38,654	38,925
13	38,950	40,119	40,400
ST1	40,180	41,385	41,675

- (c) In addition to the salaries payable pursuant to subclause (b) of this clause, full-time advisers shall be paid an allowance as follows:

Step	Award Allowance \$ p.a.	Current Allowance \$ p.a.	From the first full pay period commencing on or after 1 July, 1994
1	3,690	3,801	3,828
2	7,175	7,390	7,442
3	8,200	8,446	8,505 "

7. Amend the Enterprise Agreement by inserting the following new clauses 9, 10 and 11 after Clause 8 of the Enterprise Agreement:

"9 MATERNITY ALLOWANCE

- (a) An adviser who applies for maternity leave under subdivision 2 of Division 3 of Part 2 of Chapter 2 of the N.S.W. Industrial Relations Act 1991 and is granted maternity leave by the Diocese in accordance with these provisions shall be entitled to a maternity allowance calculated in accordance with subclause (b) of this clause.
- (b) The maternity allowance in subclause (a) shall be equivalent to six weeks' salary at the rate of salary the adviser would have been entitled to on the first day of maternity leave had the adviser not commenced maternity leave.
- (c) The adviser may elect to receive the maternity allowance in subclause (b) either in accordance with the usual Diocesan payment schedule or as a lump sum payment at the commencement of maternity leave.
- (d) Where a adviser applies for a lump sum payment under subclause (c), the adviser shall give the Diocese at least one month's notice of this intention.
- (e) If an adviser's pregnancy results in a miscarriage or a still birth the adviser shall be entitled to payment of the maternity allowance in accordance with this clause so long as the adviser remains on maternity leave for a period of six weeks or greater.
- (f) The period of maternity leave will not be service for the purpose of any statutory entitlement or other entitlement under the award or this enterprise agreement.
- (g) The parties agree to review the effect of this clause in the event of any legislation by either the Federal or State Government which provides a maternity allowance or similar payment however named or in the event that the operation of this clause is found to be discriminatory by an anti-discrimination tribunal.
- (h) An adviser who receives a maternity allowance in accordance with this clause is not to be employed as a casual employee by the Diocese in the six weeks following the adviser's confinement.
- (i) Except as varied by this clause the provisions of subdivision 2 of Division 3 of Part 2 of Chapter 2 of the N.S.W. Industrial Relations Act 1991 shall continue to apply to both the Diocese and the adviser who has received a maternity allowance in accordance with this subclause.

- (j) Having completed one year's service, an adviser who receives a maternity allowance in accordance with this clause shall also in addition be entitled to take any period of Long Service Leave in accordance with Clause 10 of this agreement either in lieu of unpaid maternity leave or to extend the period of leave.
- (k) This clause shall apply to advisers who commence maternity leave on or after 11 July 1994.

10 LONG SERVICE LEAVE

(a) Applicability of the Award

This clause varies subclause 10.2 and 10.3 of the Award from 30 January, 1995.

(b) Quantum of Leave

Subject to subclause (d) of this clause the amount of Long Service Leave to which a adviser shall be entitled shall:

- (i) in the case of an adviser who has completed at least ten years' service with an employer be:
 - (1) in respect of ten years' service so completed 13 weeks; and
 - (2) in respect of each additional seven years of service with the employer since the adviser last became entitled to Long Service Leave, 13.3 weeks; and
 - (3) on the termination of the adviser's services, in respect of the number of years' service with the employer completed since the adviser last became entitled to an amount of Long Service Leave, a proportionate amount on the basis of 1.9 weeks for one year's service.
- (ii) in the case of a adviser who has completed at least five years' service but less than ten years with an employer and whose services with the employer are terminated or cease for any reason, be a proportionate amount on the basis of 13 weeks for ten years' service.

(c) Taking of Leave

Following completion of ten years' service access to periods of Long Service Leave of less than one term may be requested and granted at the discretion of the Executive Director of Schools or his/her nominee and subject to the following:

- (1) this would normally be granted provided it takes into account professional obligations;
- (2) it is granted for one period only within a given school year;
- (3) it is not in the first four weeks of a school year.

(d) Calculation of Entitlement

In the case of an adviser whose service with the Diocese began before 30 January, 1995, and whose service would entitle the adviser to Long Service Leave under this clause, the amount of Long Service Leave to which such an adviser shall be entitled shall be the sum of the amount:

- (i) an amount calculated on the basis of the provisions of the Award in respect of the period of service before 30 January, 1995; and
- (ii) an amount calculated on the basis of the provisions of this clause for the period of service after 30 January, 1995.

(e) Payment in Lieu of Long Service Leave

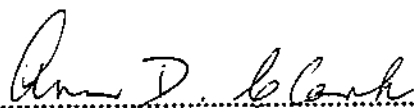
- (i) Where an adviser takes Long Service Leave for an entire school term, the adviser and the Diocese may agree that, in addition to the Long Service Leave, the adviser be paid in lieu of additional Long Service Leave accumulated by the adviser prior to the commencement of the Long Service Leave.
- (ii) The maximum payment in lieu of long service leave in paragraph (i) of this subclause which can be made by a Diocese is a payment equivalent to five weeks' salary in lieu of long service leave.
- (iii) Any payment in paragraph (ii) of this subclause will be paid by the Diocese upon the commencement of the adviser's Long Service Leave.
- (iv) Where a payment in lieu of Long Service Leave is paid by a Diocese in accordance with this clause, an adviser's entitlement to Long Service Leave will be reduced by the extent of such payment.

11 REVIEW OF MATTERS

During the term of this agreement the parties will meet to discuss the operation of various provisions in both the Award and this agreement including sick leave where the parties' discussions will include the following issues:

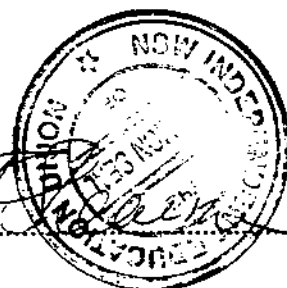
- (i) portability and quantum of sick leave;
- (ii) review of redeployment agreement (Prior to Term II) "

8. Renumber the existing clauses 9, 10 and 11 of the Enterprise Agreement as 12, 13 and 14 respectively.


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Ann D. Clark
Executive Director of Schools
Diocese of Parramatta


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R. Shearman
General Secretary
NSW Independent Education Union

24th September, 1994