

ENTERPRISE AGREEMENT

NO: E.A.V 456 /1994

DATE REGISTERED: 22-11-94

PRICE: \$ 14-00

**AGREEMENT TO VARY
ENTERPRISE AGREEMENT EA 16/94**

**TEACHERS EMPLOYED BY THE CATHOLIC EDUCATION OFFICE
DIOCESE OF PARRAMATTA**

1. Parties to Variation of Agreement

This variation of Teachers 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 (the "IEU") a registered organisation of employees.

2. Scope of Variation

This variation of the Enterprise Agreement shall apply to teachers 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	Flexibility in School Day
8	Temporary Employees
9	Family Leave
10	Promotion Positions
11	Teacher Appraisal
12	Paternity Leave
13	Maternity Allowance
14	Long Service Leave
15	Beginning Teachers in Primary Schools
16	Joint Union Project
17	Review of Matters
18	Dispute Avoidance and Grievance Procedure in Relation to this Enterprise Agreement
19	Duress
20	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 3.3 and 6.2 of the award.
- (b) The minimum annual rates of salary to full-time Teachers in the Diocese shall be:

Step	Award Rate \$ p.a.	Current Rate \$ p.a.	From 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) The minimum allowances payable to full-time teachers occupying the positions set out below shall be:

	Award Salary \$ p.a.	Current Salary \$ p.a.	From first full pay period commencing on or after 1 July, 1994
Co-ordinator 1	1,845	1,900	1,913
Co-ordinator 2	3,690	3,801	3,828
Co-ordinator 3	5,535	5,701	5,741
S.T.2	1,845	1,900	1,913

- (d) The minimum allowances payable to Assistants to Principals shall be:

Secondary Enrolments at previous year's census date	Award Salary \$ p.a.	Current Salary \$ p.a.	From first full pay period commencing on or after 1 July, 1994
201 - 300	8,200	8,446	8,505
301 - 600	9,225	9,502	9,569
601 - 900	10,250	10,558	10,632
901 +	11,275	11,613	11,694

Primary Enrolments at previous year's census date	Award Salary \$ p.a.	Current Salary \$ p.a.	From first full pay period commencing on or after 1 July, 1994
101 - 250	6,253	6,441	6,486
251 - 400	7,175	7,390	7,442
401 - 600	8,200	8,446	8,505
601 - 800	9,225	9,502	9,569
801 +	10,250	10,558	10,632

(e) **Special Education Allowance**

The minimum allowance payable to full-time teachers of classes of students with disabilities shall be:

	Award Allowance \$ p.a.	Current Allowance \$ p.a.	From first full pay period commencing on or after 1 July, 1994
Teacher	1,198 5.87 a day	1,234 6.05 a day	1,243 6.09 a day

(f) **Casual Teachers**

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

Four year trained	Step 8
Three year trained	Step 6
Two year trained	Step 5
One year trained	Step 2
Not otherwise classified	Step 1
Conditionally classified 4YT	Step 7
Conditionally classified 3YT	Step 6
Conditionally classified 2YT	Step 4

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

- (g) A casual teacher 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 following formula:

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

7. Amend the Enterprise Agreement by inserting the following new clauses 13, 14, 15, 16 and 17 after Clause 12 of the Enterprise Agreement:

"13 MATERNITY ALLOWANCE

- (a) A teacher 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 teacher would have been entitled to on the first day of maternity leave had the teacher not commenced maternity leave.
- (c) The teacher 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 teacher applies for a lump sum payment under subclause (c) the teacher shall give the Diocese at least one month's notice of this intention.
- (e) If a teacher's pregnancy results in a miscarriage or a still birth the teacher shall be entitled to payment of the maternity allowance in accordance with this clause so long as the teacher 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) A teacher 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 teacher'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 teacher who has received a maternity allowance in accordance with this subclause.
- (j) Having completed one year's service, a teacher 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 14 of this agreement either in lieu of unpaid maternity leave or to extend the period of leave.
- (k) This clause shall apply to teachers who commence maternity leave on or after 11 July, 1994.

14 LONG SERVICE LEAVE

(a) **Applicability of the Award**

This clause varies subclause 12.2 and 12.3 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 teacher shall be entitled shall:

- (i) in the case of a teacher 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 teacher last became entitled to long service leave, 13.3 weeks; and

- (3) on the termination of the teacher's services, in respect of the number of years' service with the employer completed since the teacher 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 teacher 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 a teacher whose service with the Diocese began before 30 January, 1995, and whose service would entitle the teacher to Long Service Leave under this clause, the amount of Long Service Leave to which such a teacher 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 a teacher takes Long Service Leave for an entire school term, the teacher and the Diocese may agree that, in addition to the Long Service Leave, the teacher be paid in lieu of additional Long Service Leave accumulated by the teacher 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 teacher's Long Service Leave.
- (iv) Where a payment in lieu of Long Service Leave is paid by the Diocese in accordance with this clause, a teacher's entitlement to Long Service Leave will be reduced by the extent of such payment.

15 BEGINNING TEACHERS IN PRIMARY SCHOOLS

In order to assist the induction of beginning teachers in their first year of full time teaching, a staffing loading of 0.05 FTE will be available for each beginning teacher. For the purposes of this loading, a beginning teacher is defined as one who is paid according to the first year salary scale, or, for particular circumstances, has been defined by the Area Administrator to be a beginning teacher. This allocation must be used to assist the beginning teacher by providing extra release time for planning, programming and consultation. It may also be used to release other staff members for the specific purpose of assisting the beginning teacher.

16 JOINT UNION PROJECT

Provision of \$100,000 per year will be made to implement a joint project of mutual interest aimed at enhancing the professional, organisational and/or industrial practices within Diocesan schools. The parties will reach agreement about the processes for developing and conducting such projects.

17 REVIEW OF MATTERS

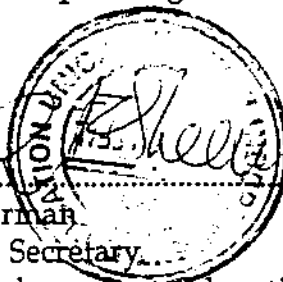
During the term of this agreement the parties will meet to discuss the operation of various provisions in both the Award and this agreement where the parties' discussions will include the following issues:

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

8. Renumber the existing clauses 13, 14 and 15 of the Enterprise Agreement as 18, 19 and 20 respectively.



Ann D. Clark
Executive Director of Schools
Diocese of Parramatta



R. Sheehan
General Secretary
NSW Independent Education Union

24th September, 1994