

ENTERPRISE AGREEMENT

NO: E.A.V 458 /1994

DATE REGISTERED: 22-11-94

PRICE: \$ 18-00

Diocese of Wilcannia-Forbes

**AGREEMENT TO VARY**

(9 October, 1994)

# **Agreement to Vary ENTERPRISE AGREEMENT**

Teachers employed by the Catholic Education Office, Diocese of Wilcannia-Forbes.

EA 77/94

## **1. Parties to Variation of Agreement**

This variation of the Enterprise Agreement for Teachers Employed by the Catholic Education Office, Diocese of **WILCANNIA-FORBES** 77/94 (the "Enterprise Agreement") is made between the Catholic Education Office, Diocese of Wilcannia-Forbes (the "Diocese") and the New South Wales Independent Education Union (the "IEU") a registered organisation of employees.

## **2. Scope of the 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 in by either party under duress from the other party or 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:**

### Arrangement

Clause No.	Subject Matter
1.	Parties to the Agreement
2.	Scope of the Variation
3.	Catholic Ethos
4.	Award
5.	Objects of the Agreement
6.	Salaries
7.	Flexibility in the School Day
8.	Temporary Employees
9.	Family Leave
10.	Paternity Leave
11.	Long Service Leave
12.	Long Service Leave - Unpaid Leave

- 13. Review of Leave
- 14. Maternity Allowance
- 15. Promotion Positions
- 16. Professional Development
- 17. Religious Education
- 18. Teacher Appraisal
- 19. Dispute Avoidance and Grievance  
Procedures in Relation to this  
Enterprise Agreement
- 20. Duress
- 21. Term

Attachment A - Family Leave  
Attachment B - Promotion Positions

6. Delete final paragraph of Clause 5, Objects of the Agreement from the Enterprise Agreement and insert in lieu:

*"The parties have agreed that they will meet no later than 1 May 1995 to discuss any further salary increase and/or changes in conditions as agreed between the parties and appropriate for the Diocese".*

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

6. Salaries

(a) This clause replaces the salaries set out in sub clauses 3.1, 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

Step	Award Rate p.a.	Current Rate p.a.	From first full pay period commencing on or after 1 July 1994
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
ST2	1,845	1,900	1,913

- (d) The minimum allowances payable to Assistants to the Principal 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 the following formula:

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

8. Delete Clause 11, Long Service Leave from the Enterprise Agreement and insert in lieu.

### 11. 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 (c) 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 who 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) **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.

(d) **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 a Diocese in accordance with this clause, a teacher's entitlement to long service leave will be reduced by the extent of such payment.

9. Amend the Enterprise Agreement by inserting the following after clause 11 of the Enterprise Agreement:

**12. Long Service Leave - Unpaid Leave**

Employees may apply for a period of unpaid leave equal to the period of long service leave. At the request of the employee, payment for the period of long service leave may be paid in fortnightly instalments, averaged over the total period of leave.

**13. Review of Leave**

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

- (i) portability of sick leave;
- (ii) quantum of sick leave;



- (iii) accumulation of sick leave.

#### 14. Maternity Allowance

- (a) A teacher who applies for maternity leave under subdivision 2 of Division 3 of Part 2 of Chapter 2 of the 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 received on the day the teacher commenced maternity leave if the teacher had 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 in advance.
- (d) Where a teacher applies for a lump sum payment in advance under subclause (c), the teacher shall give the Diocese at least one month's notice of this intention.
- (e) If a teacher has received payment of the maternity allowance and subsequently the teacher's pregnancy results in a miscarriage or a still birth the teacher shall be entitled to retain the payment of the maternity allowance paid 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 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) This clause shall apply to teachers who commence maternity leave on or after 11 July 1994.
- 10. Renumber clause 12, Promotions Position, of the Enterprise Agreement as Clause 15.
- 11. Delete Clause 13, Professional Development from the Enterprise Agreement.
- 12. Amend the Enterprise Agreement by inserting the following after Clause 15 of the Enterprise Agreement:

**16. Professional Development**

The parties recognise that teachers, as professionals, have an ongoing need to participate in professional development to meet the demands caused by changes in curriculum, Diocesan policy and in the community's expectations of schools.

The CEO will continue to offer inservice during non-school hours to meet the increasing demand for professional development.

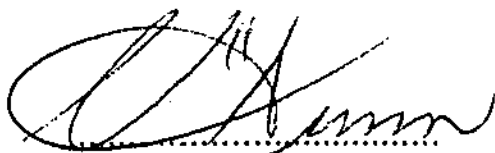
**17. Religious Education**

All teachers employed by the Diocese are required to be suitably qualified to teach religious education. Where qualifications have not been gained prior to appointment, teachers will need to gain accreditation to teach Religious Education. This is a condition of appointment for teachers employed in or after 1987.

**18. Teacher Appraisal**

A triennial appraisal process for teachers will be developed in consultation with school contact personnel, principals and the IEU.

- 13. Renumber clauses 14, 15 and 16 of the Enterprise Agreement as 19, 20 and 21 respectively.



Victor Dunn  
Diocesan Director of School

