

ENTERPRISE AGREEMENT

NO: E.A. 116 /1995

DATE REGISTERED: 5-4-95

PRICE: \$ 14 - 00

NEW SOUTH WALES DEPARTMENT OF SCHOOL EDUCATION

LITERACY ENHANCEMENT EDUCATION OFFICERS

ENTERPRISE AGREEMENT

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2. PREAMBLE

This Enterprise Agreement applies to Jobskills Trainees engaged under the Jobskills program who are appointed to schools under the control of the Department of School Education to assist the teaching staff in the implementation and delivery of the school's literacy program.

This agreement shall be referred to as the Literacy Enhancement Education Officers Jobskills Agreement.

3. DEFINITIONS

3.1. JOBSKILLS TRAINEE (LITERACY ENHANCEMENT EDUCATION OFFICER - LEEO)

A Jobskills Trainee (LEEO) is an employee who is employed under the conditions of the Commonwealth Government Jobskills Program guidelines, as issued by the Commonwealth Department of Employment, Education and Training from time to time, and is engaged in a Jobskills funded project.

3.2. UNIONS

Unions shall mean the New South Wales Teachers Federation (NSWTF) and the New South Wales Public Service Association (PSA).

3.3. EMPLOYER

Employer shall mean the Director-General of the New South Wales Department of School Education.

3.4. BROKER

Broker shall mean an intermediary facilitating the delivery of the Jobskills Program by acting as a mediator between participants (Jobskills Trainees) (LEEO), employers, training providers, the union and Commonwealth Department of Employment Education and Training.

The broker for the purposes of this Enterprise Agreement is the New South Wales Teachers Federation.

4. APPLICATION

This agreement applies to Jobskills Trainees (LEEOs) who are appointed to assist schools in the implementation and delivery of literacy programs.

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5 JOBSKILLS TRAINEE (LEEO)

The following conditions apply in the Commonwealth Government Jobskills Program:

5.1. Training conditions:

- 5.1.1 A Jobskills Trainee (LEEO) shall attend approved on and off-the-job training prescribed in the relevant training agreement or as notified to the Jobskills Trainee (LEEO) by the employer or broker.
- 5.1.2 A Jobskills Trainee (LEEO) will receive, over a period of up to 26 weeks, a mix of supervised work experience, structured training on-the-job and off-the-job and the opportunity to develop and practice new skills in a work environment.
- 5.1.3 A Jobskills Trainee (LEEO) may only be engaged by the employer to undertake activities under the Jobskills Program guidelines. The employer shall ensure that the Jobskills Trainee (LEEO) is permitted to attend the prescribed off-the-job training and is provided with appropriate on-the-job training.
- 5.1.4 The employer shall provide a level of supervision to the Jobskills Trainee (LEEO) in accordance with the approved training plan.

5.2 Employment Conditions

- 5.2.1 A Jobskills Trainee (LEEO) shall be engaged in addition to existing staff levels. Positions normally held by permanent employees of the employer shall not be filled by Jobskills Trainees (LEEO).
- 5.2.2 A Jobskills Trainee (LEEO) shall be engaged for a period of up to 26 weeks as full-time employees.
- 5.2.3 A Jobskills Trainee (LEEO) is permitted to be absent from work without loss of continuity of employment to attend the off-the-job training in accordance with the training plan.

A Jobskills Trainee (LEEO) shall be entitled to 7 and 1/2 days paid sick leave during their Jobskills Training Program.

Failure to attend for work or training without an acceptable reason will result in loss of pay for the period of absence.

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5.2.4 Annual Leave and Annual Leave Loading

In addition to the weekly wage paid a Jobskills Trainee (LEEO) will receive at the end of the Jobskills program an additional payment equivalent to 4/48th of all days worked, being payment in lieu of annual leave.

Annual leave loading will be paid on a pro-rata basis.

5.2.5 Lunch and tea breaks

A Jobskills Trainee (LEEO) shall be entitled to a minimum ten minutes paid morning tea break each day.

A Jobskills Trainee (LEEO) shall be entitled to a minimum half hour unpaid lunch break each day.

However, both the tea break and lunch break are to be taken at times to meet the needs of assisting teachers in the delivery of the literacy education program to students.

5.2.6 Overtime and shift work shall not be required of a Jobskills Trainee (LEEO).

5.2.7 The Jobskills Trainee (LEEO) is not a teacher and shall not be asked to carry out the duties and responsibilities of a teacher. A Jobskills Trainee (LEEO) is to primarily assist teacher (s) in the preparation, delivery, assessment and reporting on the school's literacy enhancement program. A Jobskills Trainee (LEEO) must work under the direction and supervision of a teacher.

Other general support staff duties may be allocated to a Jobskills Trainee (LEEO) provided that it does not interfere with the training program or the primary role of the Jobskills Trainee (LEEO).

5.2.8 The parties acknowledge the role of the unions in relation to Jobskills Programs as contained in 5.1 Training Conditions and 5.2 Employment Conditions. Subject to the Industrial Relations Act 1991, no employer who is a signatory to a Jobskills Agreement shall unreasonably hinder the unions in carrying out its role in relation to the Jobskills Trainee (LEEO) Program.

5.3 WAGES

5.3.1 The weekly wages payable to a Jobskills Trainee (LEEO) shall be Three Hundred Dollars (\$300.00) per week. It is the rate for all purposes of this agreement and takes into account the range and extent of training provided.

5.3.2 In consideration of the funding arrangements for the Jobskills Program the parties agree that variations to the rates of wages prescribed in clause 5.3.1 above shall only occur with agreement of the parties in consideration of the Jobskills Program.

6. DISPUTE/GRIEVANCE RESOLUTION PROCEDURES

6.1 Step 1 - Workplace

In the event that a dispute/grievance arises in relation to the interpretation of clauses of this Enterprise Agreement, the LEEO and/or the union(s) representative will raise the dispute/grievance with the principal/supervisor as soon as practicable.

The principal/supervisor will discuss the matter with the parties and address the matter within two working days either by way of an agreed resolution or by negotiating an agreed method and timeframe for proceeding.

Step 2 - State Office

Where step 1 does not lead to resolution of the dispute/grievance, the matter will be referred to the Director, Personnel & Employee Relations or nominee and the General Secretary of the union(s) or nominee.

The parties will discuss the matter and attempt to resolve the matter within five working days either by way of agreed resolution, or by negotiating an agreed method and timeframe for proceeding.

Step 3

Should step 2 not lead to an agreed resolution, then either party may refer the dispute/grievance to the Industrial Relations Commission.

6.2 Given the nature of the Jobskills program, either the employer or the union(s) may request that any dispute/grievance be immediately dealt with by the Senior Officers of the union(s) and the employer or their nominees.

6.3 Matters for interpretation may be referred to the Industrial Court at any time.

7. NO PRECEDENT

This Agreement represents a compromise on the part of all parties and will not be used as a precedent in proceedings before Industrial Tribunals.

8. NO DURESS

This Enterprise Agreement was freely entered into, without duress by the employer and the unions who support and endorse its contents.

9. AREA, INCIDENCE AND DURATION

9.1 This Agreement shall take effect from the date of registration and shall apply for a period of twelve months.

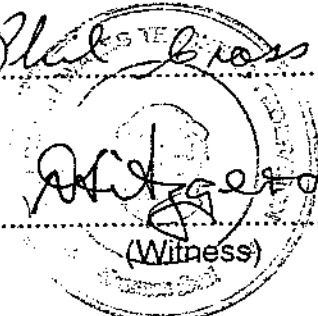
9.2 The enterprise for which this Agreement is made is the New South Wales Department of School Education.

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SIGNED by the
DIRECTOR-GENERAL of the
 NSW Department of School Education
 on the 7th day of March
 in the year 1995
 by
 in the presence of

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) ABalle JP
)
) (Witness)

THE COMMON SEAL of the
NEW SOUTH WALES TEACHERS FEDERATION
 was affixed to this document by the
 authority of Executive
 on the 6th day of March.
 in the year 1995
 in the presence of
John Stennessy
 General Secretary
 NSW Teachers Federation

)
) Phil Cross
)
) 
)
) (Witness)

SIGNED by the General Secretary
PUBLIC SERVICE ASSOCIATION
OF NEW SOUTH WALES
 on the 6th day of March
 in the year 1995
 by John Beville
 in the presence of

)
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) (Witness)

John Beville John Beville John Beville