

ENTERPRISE AGREEMENT

NO: E.A. 10 /1992

DATE REGISTERED: 14-9-92

PRICE: \$ 10.00

Enterprise Agreement

Teachers employed by St Patrick's College Ltd.

Clause No.	Arrangement	Subject Matter
1.		Parties to the Agreement
2.		Scope of Agreement
3.		Award
4.		Payment of Salary
5.		Dispute Avoidance and Grievance Procedure
6.		Duress
7.		Term

1. Parties to the Agreement

This agreement is made between St Patrick's College Ltd (the "School") and the New South Wales Independent Teachers Association (the "ITA") a registered industrial union of employees.

2. Scope of Agreement

This agreement shall apply to all teachers employed in the School.

3. Award

Except as provided by this agreement, the conditions of employment of teachers by the School will be in accordance with the Teachers (Non Government Schools)(State) Award (the "Award").

4. Payment of Salary

- (a) The salary payable to teachers pursuant to the Award shall be paid fortnightly.
- (b) The salary payable to a teacher, pursuant to the Award, shall be payable at the election of the School by either cash, cheque or Electronic Funds Transfer into an account nominated by the employee.

- (c) Notwithstanding sub clauses (a) and (b) of this clause by mutual agreement with the School a teacher may elect to receive:
- (i) the benefit of the services under the School's childcare scheme;
 - (ii) an amount in salary equal to the difference between salary calculated in accordance with the rates of pay prescribed by the Award and the amount specified by the School from time to time for the benefit received by the employee under the School's child care scheme.
- (d) A teacher who takes any paid leave shall receive the benefits and salary in accordance with paragraphs (i) and (ii) of subclause (c) of this clause.
- (e) Any other Award payment calculated by reference to the teacher's salary, and payable:
- (i) during employment;or
 - (ii) on termination of employment in respect of untaken paid leave;or
 - (iii) on death

shall be at the rate of pay which would have applied to the Teacher under the Award.

5. Dispute Avoidance and Grievance Procedure

- (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 party, the parties to this Agreement shall ensure the continuation of work in accordance with the Award, this Agreement and custom and practice in the School.
- (c) (i) In the event of any matter arising under this Agreement which is of concern or interest, the teacher shall discuss this matter with the Principal or his/her nominee.
- (ii) If the matter is not resolved at this level, the teacher may refer this matter to the ITA, who will discuss the matter with the Principal or his/her nominee.
- (iii) If the matter remains unresolved, it shall be referred to the General Secretary of the ITA 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 Commission of New South Wales or its successor.
- (d) Nothing contained in this procedure shall prevent the General Secretary of the ITA or his/her nominee or the Executive Director of the Catholic Industrial Office 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.

6. Duress


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

7. Term

This enterprise agreement shall have a term of 12 months.


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Mr J Winchester
St Patrick's College Ltd

7/7/92


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R Shearman
General Secretary
NSW Independent
T e a c h e r s
Association