

# ENTERPRISE AGREEMENT

NO: E.A. 15 /1992

DATE REGISTERED: 2-10-92

PRICE: \$ 10.00

# Enterprise Agreement

Principals employed by the Diocese of Broken Bay.

Clause No.	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 the Diocese of Broken Bay (the "Diocese") and the Association of Principals Employed in Catholic Schools ("APECS") a registered industrial union of employees.

## 2. Scope of Agreement

This agreement shall apply to all principals employed in schools conducted by the Diocese excepting members of a recognised religious teaching order, provided that application may be made on behalf of such members to be included within the scope of this agreement.

## 3. Award

Except as provided by this agreement, the conditions of employment of principals by the Diocese will be in accordance with the Principals (Catholic Systemic Schools)(State) Award (the "Award").

## 4. Payment of Salary

- (a) The salary payable to a principal pursuant to the Award shall be paid fortnightly.
- (b) The salary payable to a principal, pursuant to the Award, shall be payable at the election of the Diocese by either

cash, cheque or Electronic Funds Transfer into an account nominated by the principal.

- (c) Notwithstanding sub clauses (a) and (b) of this clause by mutual agreement with the Diocese a principal may elect to receive:
  - (i) the benefit of services provided by the Diocese; and
  - (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 Diocese from time to time for the benefit received by the principal from the Diocese.
- (d) The Diocese, in consultation with the principal, may determine the range of benefits which are offered to the principal.
- (e) The principal may determine, within the benefits offered by the Diocese, the mix and level of benefits under subclause (c) of this clause.
- (f) A principal who takes any paid leave shall receive the benefits and salary in accordance with paragraphs (i) and (ii) of subclause (c) of this clause.
- (g) Any other Award payment calculated by reference to the principal'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 principal 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, negotiation and Gospel values.
- (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 Diocese.
- (c) (i) In the event of any matter arising under this Agreement which is of concern or interest, the principal shall discuss this matter with the Diocesan Director or his/her nominee.

- (ii) If the matter is not resolved at this level, the principal may refer this matter to APECS, who will discuss the matter with the Diocesan Director or his/her nominee.
  - (iii) If the matter remains unresolved, it shall be referred to the Secretary of APECS 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 Relations Commission of New South Wales.
- (d) Nothing contained in this procedure shall prevent the Secretary of APECS or his/her nominee or the Executive Director 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 from the date of registration.

*N. Hart*  
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Br N Hart  
Diocesan Director  
Diocese of Broken Bay

*M. McKenna*  
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Ms M McKenna  
Secretary/  
Treasurer  
Association of  
Principals  
employed in  
Catholic Schools.