

ENTERPRISE AGREEMENT

NO: E.A. 316 /1993

DATE REGISTERED: 14-10-93

PRICE: \$ 10-00

# Enterprise Agreement

Miscellaneous workers employed by the Diocese of Wagga Wagga

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 the Diocese of Wagga Wagga (the "Diocese") and the Federated Miscellaneous Workers Union of New South Wales (the "FMWU") a registered industrial union of employees.

## 2. Scope of Agreement

This agreement shall apply to all miscellaneous workers employed in schools conducted by the Diocese.

## 3. Award

Except as provided by this agreement, the conditions of employment of miscellaneous workers by the Diocese will be in accordance with the Miscellaneous Workers (Independent School and Colleges) (State) Award (the "Award").

## 4. Payment of Salary

- (a) The salary payable to an employee pursuant to the Award shall be paid fortnightly.
- (b) The salary payable to an employee, 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 employee.

- (c) Notwithstanding sub clauses (a) and (b) of this clause by mutual agreement with the Diocese an employee 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 employee from the Diocese.
- (d) The Diocese, in consultation with the employee, may determine the range of benefits which are offered to the employee.
- (e) The employee may determine, within the benefits offered by the Diocese, the mix and level of benefits under subclause (c) of this clause.
- (f) An employee 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 employee'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 employee 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 Diocese.
- (c) (i) In the event of any matter arising under this Agreement which is of concern or interest, the employee shall discuss this matter with the Principal or his/her nominee.
- (ii) If the matter is not resolved at this level, the employee may refer this matter to the FMWU,

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 General Secretary of the FMWU 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 General Secretary of the FMWU 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.

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*W. Reid*

Mr W Reid  
Diocesan Director  
Diocese of Wagga Wagga

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*A. L. Hays*

General Secretary  
Federated Miscellaneous  
Workers Union,  
NSW Branch