

ENTERPRISE AGREEMENT

NO: E.A. 247 /1996

DATE REGISTERED: 21-8-96

PRICE: \$ 10-00

Enterprise Agreement

Teachers employed by the Catholic Schools Office, Diocese of Maitland–Newcastle.

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 Maitland– Newcastle (the "Diocese") and the NSW Independent Schools Union(the "IEU") a registered industrial organisation of employees.

2. Scope of Agreement

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

3. Award

Except as provided by this agreement, the conditions of employment of teachers by the Diocese will be in accordance with the Teachers (Non Government Schools) (State) Award (the "Award") and the Enterprise Agreement for Teachers employed by the Catholic Education office, Diocese of Maitland EA 8/94 (the "Enterprise Agreement.") and any variation to or any agreement that replaces the Award or the Enterprise Agreement.

4. Payment of Salary

- (a) The salary payable to a teacher pursuant to the Award and the Enterprise Agreement shall be paid fortnightly except where by with the agreement of the Union, due to the number of fortnights in a year, the Diocese wishes to pay other than fortnightly.
- (b) The salary payable to a teacher, pursuant to the Award and the Enterprise Agreement, 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 teacher 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 Enterprise Agreement and the amount specified by the Diocese from time to time for the benefit received by the teacher from the Diocese.
- (d) The Diocese, in consultation with the teacher, may determine the range of benefits which are offered to the teacher.
- (e) The teacher may determine, within the benefits offered by the Diocese, the mix and level of benefits under subclause (c) of this clause.
- (f) 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.
- (g) Any other Award or Enterprise Agreement 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 and the Enterprise Agreement.

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 teacher shall discuss this matter with the Diocesan Director or his/her nominee.
- (ii) If the matter is not resolved at this level, the teacher may refer this matter to IEU, 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 the IEU 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 the IEU 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.



Mr M Bowman
Diocesan Director
Diocese of Maitland-Newcastle



Mr R Shearman
General Secretary
NSW Independent
Education Union

