

# ENTERPRISE AGREEMENT

NO: E.A. 287 /1996

DATE REGISTERED: 15-10-96

PRICE: \$ 10-00

# Enterprise Agreement

Teachers employed by the Executive Director of Schools, Catholic Education Office,  
Archdiocese of Sydney.

## Arrangement

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|------------|---|
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### 1. Parties to the Agreement

This agreement is made between the delegate of the Archbishop of Sydney, the Executive Director of Schools, Archdiocese of Sydney (the "Archdiocese") and the New South Wales Independent Education Union (the "IEU") a registered organisation of employees.

### 2. Scope of Agreement

This agreement shall apply to teachers employed by the Executive Director of Schools, Archdiocese of Sydney.

### 3. Award

Except as provided by this agreement, the conditions of employment of teachers in the systemic schools of the Archdiocese 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, Archdiocese of Sydney EA 12/94 (the "Enterprise Agreement".) and any variation to or any agreement that replaces the Award or the Enterprise Agreement.

### 4. Payment of Salary

- (i) 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 Archdiocese wishes to pay other than fortnightly on one occasion in a year.

- (ii) The salary payable to a teacher, pursuant to the Award and the Enterprise Agreement, shall be payable by credit transfer into an account nominated by the teacher.
- (iii) Notwithstanding sub clauses (i) and (ii) of this clause, by mutual agreement with the Archdiocese, a teacher may elect to receive:
  - (a) an amount in salary equal to the difference between salary calculated in accordance with the rates of pay prescribed by the Award or Enterprise Agreement and the amount specified by the Archdiocese from time to time for the benefit received by the teacher from the Archdiocese as outlined in (b); and
  - (b) increased superannuation benefits under the Archdiocese's superannuation arrangements;
- (iv) Any superannuation benefits under subparagraph (b) of paragraph (iii) of this subclause will be in addition to amounts payable under the Teachers (Non-Government Schools) (Superannuation) (State) Award and Federal Government legislation;
- (v) A teacher who takes any paid leave shall receive the benefits and salary in accordance with subparagraphs (a) and (b) of paragraph (iii) of this subclause.
- (vi) Any other 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 or Enterprise Agreement.

#### **5. Dispute Avoidance and Grievance Procedure**

- (a) The objective of these procedures is the avoidance or 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 schools of the Archdiocese.
- (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 IEU, who will discuss the matter with the Executive Director or his/her nominee.
  - (iii) If the matter remains unresolved, it shall be referred to the General 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.

*Kelvin Canavan*

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Br Kelvin Canavan  
Executive Director of Schools  
Catholic Education Office  
Archdiocese of Sydney

*R Shearman*

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Mr R Shearman  
General Secretary  
NSW Independent  
Education Union



30.8.1996