

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA98/284

TITLE: School Support Staff Archdiocese of Sydney and Dioceses of Broken Bay and Parramatta Enterprise Agreement 1998

I.R.C. NO: 98/5390

DATE APPROVED/COMMENCEMENT: Approved 23 October 1998 and commenced first full pay period on or after 23 October 1998

TERM: 3 years

NEW AGREEMENT OR VARIATION: New

GAZETTAL REFERENCE:

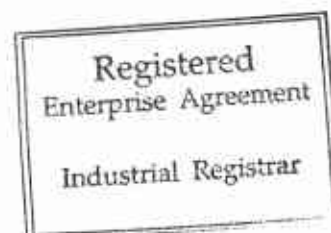
DATE TERMINATED:

NUMBER OF PAGES: 3

COVERAGE/DESCRIPTION OF

EMPLOYEES: All School Support Staff engaged pursuant to the School Support Staff (Archdiocese of Sydney and Diocese of Broken Bay and Parramatta) (State) Award

PARTIES: Catholic Schools Office, Diocese of Broken Bay; Catholic Education Office, Archdiocese of Sydney; Catholic Education Office, Diocese of Parramatta -&- New South Wales Independent Education Union



Enterprise Agreement



School Support Staff employed by the Archdiocese of Sydney and Dioceses of Broken Bay and Parramatta

1. Title and Arrangement

This agreement shall be known as the *School Support Staff Archdiocese of Sydney and Dioceses of Broken Bay and Parramatta Enterprise Agreement (No. 1) 1998*, and shall be arranged as follows:

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

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2. 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"); the Dioceses of Broken Bay and Parramatta (the "Diocese"); and the NSW/ACT Independent Education Union (the "IEU"), the latter being a registered industrial organisation of employees.

3. Scope of Agreement

This agreement shall apply to all School Support Staff (the "employee"), whether members of the IEU or not, engaged in any of the occupations specified in the *School Support Staff (Archdiocese of Sydney, Dioceses of Broken Bay and Parramatta) (State) Award* (the "Award").

4. Relationship to Parent Award

This agreement shall be read and interpreted in conjunction with the Award or any successor Award, provided that where there is found to be an inconsistency the terms of this agreement shall prevail over the Award.

5. 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 shall be payable at the election of the Archdiocese or Diocese by either cash, cheque or Electronic Funds Transfer into one of the financial institutions nominated by the Archdiocese or Diocese and into an account nominated by the employee.
- (c) Notwithstanding subclauses (a) and (b) of this clause, by mutual agreement with the Archdiocese or Diocese, an employee may elect to receive:
 - (i) 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 Archdiocese or Diocese from time to time for the benefit received by the employee from the Archdiocese or Diocese as outlined in paragraph (ii) below; and
 - (ii) increased superannuation benefits provided by the Archdiocese or Diocese.
- (d) Any superannuation benefits under paragraph (ii) of subclause (c) of this clause will be in addition to amounts payable under the Award and the *Superannuation Guarantee (Administration) Act 1992*.
- (e) 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.
- (f) 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.

6. Dispute Avoidance and Grievance Procedure

Clause 28, Dispute Avoidance and Grievance Procedure, of the Award shall be followed in respect of any matter arising out of this agreement.

7. Duress

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



8. Term

This agreement shall operate from the first pay period to commence on or after the date of certification of the agreement and shall remain in force for a period of three years.

Handwritten signature of Kelvin Canavan in cursive script.

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

Handwritten signature of Richard Shearman in cursive script.

Mr Richard Shearman
General Secretary
NSW/ACT Independent Education Union

Handwritten signature of Denise Phillips in cursive script.

Mrs Denise Phillips
Director of Schools
Catholic Schools Office
Diocese of Broken Bay

Handwritten signature of Anne Benjamin in cursive script.

Dr Anne Benjamin
Executive Director of Schools
Catholic Education Office
Diocese of Parramatta