

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA99/265

**TITLE: Child Care Employees - St. Patrick's College, Campbelltown
Enterprise Agreement 1999**

I.R.C. NO: 99/4994

DATE APPROVED/COMMENCEMENT: 24 September 1999 and commenced from the first pay period to commence on or after 24 September 1999

TERM: 12 months

**NEW AGREEMENT OR
VARIATION: New**

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 3

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to child care employees, who are engaged under any of the occupations specified in the Miscellaneous Workers ' Kindergartens and Child Care Centres, &c. (State) Award

PARTIES: St Patrick's College -&- Australian Liquor, Hospitality and Miscellaneous Workers Union, New South Wales Branch

**ENTERPRISE AGREEMENT
FOR
CHILD CARE EMPLOYEES EMPLOYED BY ST PATRICK'S COLLEGE,
CAMPBELLTOWN**



1. TITLE AND ARRANGEMENT

This agreement shall be known as the *Child Care Employees – St. Patrick's College, Campbelltown Enterprise Agreement 1999*, and shall be arranged as follows:

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

2. PARTIES TO THE AGREEMENT

This agreement is made between St. Patrick's College Campbelltown (the "College"); and the Australian, Liquor Hospitality and Miscellaneous Workers Union, New South Wales Branch (the "ALHMU"), the latter being a registered industrial organisation of employees.

3. SCOPE OF THE AGREEMENT

This agreement shall apply to all child care employees (the "employee") employed by the College, whether members of the ALHMU or not, who are engaged in any of the occupations specified in the *Miscellaneous Workers' Kindergartens and Child Care Centres, &c. (State) Award* (the "Award").

4. RELATIONSHIP TO 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 by Electronic Funds Transfer into one of the financial institutions nominated by the College and into an account nominated by the employee.
- (c) Notwithstanding subclauses (a) and (b) of this clause, by mutual agreement with the College, an employee may elect to receive:
- (i) the benefit of the services under the College's childcare scheme;
 - (ii) the benefit of the College's superannuation scheme;
 - (iii) 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 College from time to time for the benefit received by the employee from the College as outlined in paragraphs (i) and (ii) of this subclause.
- (d) Any superannuation benefits under paragraph (ii) of subclause (c) of this clause will be in addition to amounts payable under 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), (ii) and (iii) of subclause (c) of this clause.
- (f) If an employee takes leave without pay or is in receipt of workers compensation, the employee will not be entitled to receive the benefits in accordance with paragraphs (i) and (ii) of subclause (c) of this clause during such period of leave or receipt of workers compensation.
- (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.



6. DISPUTE SETTLING PROCEDURE

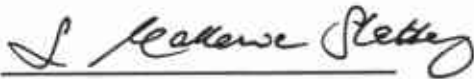
Clause 31, Dispute Settling Procedure, of the Award shall be followed in respect of any matter arising out of this agreement.

7. DURESS

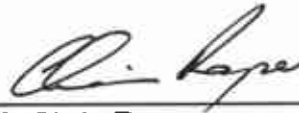
This agreement was not entered into by either party under duress from any other party or any other person or persons.

8. TERM

This agreement shall operate from the first pay period to commence on or after the date of registration and shall remain in force for a period of 12 months.



Sr Catherine Slattery sgs
Principal
St. Patrick's College, Campbelltown



Mr Chris Raper
Branch Secretary
Australian Liquor, Hospitality and
Miscellaneous Workers Union,
New South Wales Branch

