

**REGISTER OF
ENTERPRISE AGREEMENTS**



ENTERPRISE AGREEMENT NO: EA97/186

TITLE: Teachers Employed at Brigidine College St Ives Enterprise Agreement

I.R.C. NO: 97/5293

DATE APPROVED/COMMENCEMENT: 17 October 1997

TERM: 12 months

**NEW AGREEMENT OR
VARIATION: New**

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 3

COVERAGE/DESCRIPTION OF

EMPLOYEES: To apply to Teachers employed at Brigidine College, St Ives

PARTIES: Brigidine College -&- New South Wales Independent Education Union

(96/8)

ENTERPRISE AGREEMENT

for

Teachers Employed at Brigidine College, St Ives



Arrangement

Clause No.	Subject Matter
1.	Parties to the Agreement
2.	Scope of the 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 Brigidine College, St Ives (the "College") and the NSW Independent Education Union (the "IEU") a registered industrial organisation of employees.

2. Scope of the Agreement

This agreement shall apply to all teachers employed by the College on or after the registration of the agreement.

3. Award

Except as provided by this agreement, the conditions of employment of teachers by the College will be in accordance with the Teachers (Non Government Schools) (State) Award (the "Award") and any variation or replacement to the Award and the Enterprise Agreement for Teachers employed by Brigidine College, St Ives EA8/96.



4. Payment of Salary

- (a) The salary payable to a teacher pursuant to the Award shall be paid fortnightly
- (b) the salary payable to a teacher pursuant to the Award shall be payable at the election of the College by either cash, cheque or electronic funds transfer into an account nominated by the teacher.
- (c) Notwithstanding subclauses (a) and (b) of this clause by mutual agreement with the College a teacher may elect to receive:
 - (i) the benefit of services provided by the College; 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 College from time to time for the benefit received by the teacher from the College.
- (d) The College, in consultation with the teacher, may determine the range of benefits which are to be offered to the teacher.
- (e) The teacher may determine, within the benefits offered by the College, the mix and level of the benefits under subclause (c) of this clause.
- (f) A teacher who takes any period of 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 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 which would have applied to the teacher under the Award.

5. Dispute Avoidance and Grievance Procedure

- (a) The object 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 and custom and practice in the College.

- (c) (i) In the event of any matter arising under this agreement which is of concern or interest, the teacher shall discuss the 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 the IEU, who will discuss the matter with the Principal 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 of the Catholic Industrial Office 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.


Registered
Enterprise Agreement

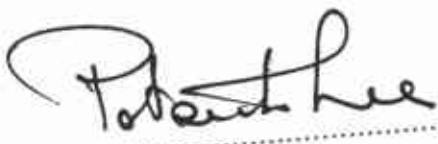
6. Duress

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

7. Term

This enterprise agreement shall have a term of 12 months from the date of registration.

JB
X

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John Bowie
Principal
Brigidine College, St Ives


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Patrick LEE
~~Richard Sherman~~
Acting General Secretary
NSW Independent
Education Union