

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA01/75

TITLE: Miscellaneous Workers - Diocese of Maitland-Newcastle Enterprise Agreement 2000

I.R.C. NO: 2000/3311

DATE APPROVED/COMMENCEMENT: 15 August 2000

TERM: 12 months

**NEW AGREEMENT OR
VARIATION: New**

GAZETTAL REFERENCE: 27 April 2001

DATE TERMINATED:

NUMBER OF PAGES: 3

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to all employees engaged pursuant to the Miscellaneous Workers Independent Schools and Colleges &c. (State) Award, employed by the - Diocese of Maitland-Newcastle

PARTIES: Catholic Schools Office Diocese of Maitland/Newcastle -&- Australian Liquor, Hospitality and Miscellaneous Workers Union, New South Wales Branch



Enterprise Agreement

Employees employed by the Catholic Schools Office, Diocese of Maitland-Newcastle under the Miscellaneous Workers Independent Schools and Colleges &c. (State) Award.

1. Title and Arrangement

This agreement shall be known as the *Miscellaneous Workers – Diocese of Maitland-Newcastle Enterprise Agreement 2000*, 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

Registered
Enterprise Agreement
Industrial Registrar

2. Parties to the Agreement

This agreement is made between the Catholic Schools Office, Diocese of Maitland-Newcastle (the "Diocese"); and the Australian Liquor, Hospitality and Miscellaneous Workers Union, New South Wales Branch (the "ALHMWU"); the latter being a registered industrial organisation of employees.

3. Scope of Agreement

This agreement shall apply to all employees employed by the Diocese, whether members of the ALHMWU or not, who are engaged by the Diocese in any of the occupations specified in the *Miscellaneous Workers Independent Schools and Colleges &c. (State) Award* (the "Award").

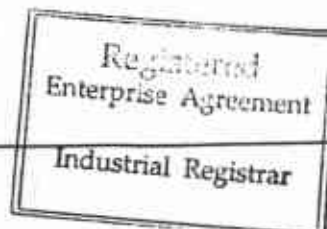
4. Relationship to Parent Award

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 Diocese by either cheque or Electronic Funds Transfer into one of the financial institutions nominated by the Diocese and into an account nominated by the employee.
- (c) Notwithstanding subclauses (a) and (b) of this clause, by mutual agreement with the 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 Diocese from time to time for the benefit received by the employee from the Diocese as outlined in paragraph (ii) below; and
 - (ii) increased superannuation benefits provided by the 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) 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 paragraph (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 Avoidance and Grievance Procedure

Clause 29, Disputes and Industrial 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 registration of the agreement and shall remain in force for a period of twelve months.



Mr Michael Bowman
Director of Schools
Catholic Schools Office,
Diocese of Maitland-Newcastle



Ms Annie Owens
Branch Secretary
Australian Liquor, Hospitality and
Miscellaneous Workers Union,
New South Wales Branch

