

# ENTERPRISE AGREEMENT

NO. EA 98/125  
.....

DATE REGISTERED...18-3-98.....

PRICE \$ 6-00  
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REGISTER OF  
ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA98/125

TITLE: Enterprise Agreement for Teachers employed at Santa Sabina College Ltd

I.R.C. NO: 98/858

DATE APPROVED/COMMENCEMENT: 18 March 1998

TERM: 18 March 1999

NEW AGREEMENT OR  
VARIATION: New

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 3

COVERAGE/DESCRIPTION OF  
EMPLOYEES: All teachers employed by Santa Sabina College Ltd

PARTIES: New South Wales Independent Education Union -&- Santa Sabina College Ltd.





# ENTERPRISE AGREEMENT

for

## Teachers Employed at SANTA SABINA COLLEGE LTD

### Arrangement

Clause No.	Subject Matter
1.	Parties to the Agreement
2.	Scope of the Agreement
3.	Awards
4.	Remuneration Package
5.	Dispute Avoidance and Grievance Procedure
6.	Duress
7.	Term



### 1. Parties to the Agreement

This agreement is made between Santa Sabina College Ltd (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. Awards

Except as provided by this agreement, the conditions of employment of teachers by the College will be in accordance with the relevant industrial instruments and any variation or replacement to:

- 3.1 *Teachers (Non-Government Schools) (State) Award* (the "NGS Award").
- 3.2 *Enterprise Agreement for Teachers Employed by Santa Sabina College Ltd EA437/95* (the "Enterprise Agreement").
- 3.3 *Teachers (Catholic Early Childhood Service Centres and Pre-Schools) (State) Award*.

Such awards and Enterprise Agreement to be known collectively as " the Industrial Instruments".

#### 4. Remuneration Package

4.1 For the purpose of this clause:

- (a) 'Benefits' means such of the benefits of the kind referred to in clause 4.5 as are agreed between the College and a teacher to be provided under a Package Agreement.
- (b) 'Benefits Value' means the amount specified by the College from time to time as the value of any Benefits provided to a teacher under a Package Agreement (inclusive of any Fringe Benefits Tax payable under the *Fringe Benefits Tax Act 1986* as amended).
- (c) 'Package Agreement' means an agreement between the College and a teacher under clause 4.4.
- (d) 'Package Salary' means the salary payable under clause 4.4 (b).
- (e) 'Package Value' means the total of the Package Salary and the Benefits Value paid or provided to a teacher under a Package Agreement.

4.2 This Clause only applies if there is a Package Agreement in force, and if so the other provisions of the Industrial Instruments shall be subject to this Clause.

4.3 If there is a Package Agreement in force regard shall be had to the Benefits Value and the Package Salary in assessing compliance by the College with the minimum remuneration provisions in the Industrial Instruments.

4.4 If at any time an agreement ("Package Agreement") is entered into between the College and a teacher then subject to clause 4.6 the teacher shall receive:

- (a) such Benefits as may be agreed between the College and the teacher under the Package Agreement; and
- (b) a salary ('Package Salary') equal to the difference between the Benefits Value and the remuneration which would have applied to the teacher under the other provisions of the Industrial Instruments had a Package Agreement not been in force.

4.5 The Benefits are those made available by the College at its discretion from the following:

- (a) Superannuation
- (b) Child Care

## 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 awards 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 her/his 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 her/his 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.


Industrial Registrar


## 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 *on and from 18 March 1999* ~~from the date of registration.~~

  
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Sr Judith Lawson  
Principal  
Santa Sabina College Ltd

  
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Richard Shearman  
General Secretary  
NSW Independent  
Education Union