

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO: EA99/147**

**TITLE: Enterprise Agreement for Support Staff Employed by Monte Sant Angelo Mercy College**

**I.R.C. NO: 99/1869**

**DATE APPROVED/COMMENCEMENT: 11 May 1999**

**TERM: 12 Months**

**NEW AGREEMENT OR  
VARIATION: New**

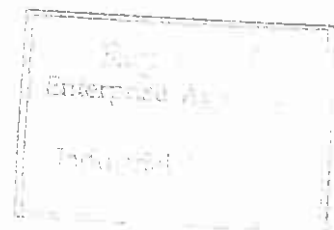
**GAZETTAL REFERENCE:**

**DATE TERMINATED:**

**NUMBER OF PAGES: 4**

**COVERAGE/DESCRIPTION OF  
EMPLOYEES: Applies to all support staff employed by the College who are engaged pursuant to School Support Staff (Catholic Independent Schools) State Award**

**PARTIES: Monte Sant Angelo Mercy College -&- NSW Independent Education Union**



**ENTERPRISE AGREEMENT  
FOR  
SUPPORT STAFF EMPLOYED AT  
MONTE SANT ANGELO MERCY COLLEGE**

APP & Comm :- 11.5.99  
Term 11.5.2000

4 Pages  
Nil Termin



**1. Parties to the Agreement**

This agreement is made between Monte Sant Angelo Mercy College (the **College**) and the NSW Independent Education Union (the **IEU**) a registered organisation of employees.

**2. Scope of the Agreement**

This agreement shall apply to all Support Staff 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 Support Staff by the College will be in accordance with the relevant industrial instruments and any variation or replacement to:

3.1 *School Support Staff (Catholic Independent Schools) State Award.*

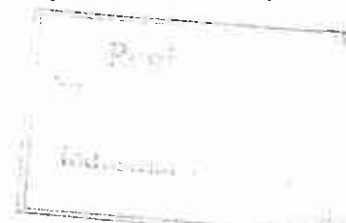
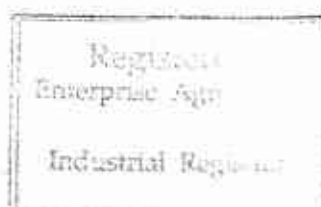
**4. Remuneration Package**

For the purpose of this clause:

- (i) Benefits means such of the benefits of the kind referred to in Clause 4.5 as agreed between the college and an employee to be provided under a package agreement.
- (ii) 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 and administration costs)
- (iii) Package Agreement means an agreement between the College and an employee under Clause 4.4.
- (iv) Package Salary means the salary payable under Clause 4.4
- (v) Package Value means the total of the package salary and the benefits value paid or provided to support staff under a package agreement.

4.2 This Clause only applies if there is a package agreement in force and if so the other provision of the award 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 provision in the award and the agreement.

4.4 If at any time an agreement (Package Agreement) is entered into between the College and support staff and subject to Clause 4.6, the support staff shall receive (a) such benefits as may be agreed between the College and the support staff 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 school support staff under the other provision of the award had the package agreement not been in force.

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

- (a) Employees Superannuation
- (b) School Fees
- (c) Such other benefits as the College made from time to time to term to provide.

4.6 (a) While the package agreement is in force any employee who takes paid leave on full pay shall receive the benefits and package salary during such periods of leave.

(b) If an employee takes leave without pay or is suspended without pay or otherwise in receipt of workers compensation the teacher will not be entitled to any benefits during such periods of leave, suspension or receipt of workers compensation.

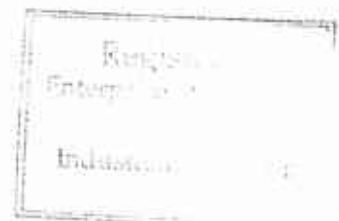
(c) Any other payment under the award and the agreement calculated by reference to the employer's salary or rate of pay, however described and payable.

- (i) During employment
- (ii) On termination of employment in respect of untaken paid leave
- (iii) On death

Shall be calculated by reference to remuneration which would have applied to the teacher under the other provision of the award and the agreement had the package agreement not been in force.

## 5. Dispute Avoidance and Grievance Procedure

5.1 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.



- 5.2 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.
- 5.3 In the event of any matter arising under this agreement which is of concern or interest, the Support Staff shall discuss the matter with the Principal or his/her nominee.
- 5.4 If the matter is not resolved at this level, the Support Staff may refer this matter to the IEU who will discuss the matter with the Principal or his/her nominee.
- 5.5 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 Commission of Employment Relations or his/her nominee for discussion and appropriate action.
- 5.6 If this matter cannot be resolved at the previous levels it may be referred to the Industrial Relations Commission of New South Wales.
- 5.7 Nothing contained in this procedure shall prevent the Secretary of the IEU or his/her nominee or the Executive Director of the Catholic Commission of Employment Relations 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.

**6. Duress**

This Enterprise Agreement was not entered into by either party under duress from the other part or any other person.

**7. Term**

This Enterprise Agreement shall have a term of 12 months from the date of registration,

*Susan Sharon Pucci RSM*

**Principal  
Monte Sant Angelo Mercy College**

*R Shearman*

**Richard Shearman  
General Secretary  
NSW Independent Education Union**

