

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO: EA99/107**

**TITLE: St Mary Star of the Sea College Wollongong - School Support Staff Enterprise Agreement**

**I.R.C. NO: 98/5818**

**DATE APPROVED/COMMENCEMENT: 18 November 1998**

**TERM: 12 months**

**NEW AGREEMENT OR  
VARIATION: New**

**GAZETTAL REFERENCE:**

**DATE TERMINATED:**

**NUMBER OF PAGES: 3**

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES: Applies to all school support staff employed at St Mary Star of the Sea College, Wollongong**

**PARTIES: St Mary Star of the Sea College -&- New South Wales Independent Education Union**



**ENTERPRISE AGREEMENT  
FOR SCHOOL SUPPORT STAFF  
EMPLOYED AT ST MARY STAR  
OF THE SEA COLLEGE, WOLLONGONG**



**Arrangement**

<b>Clause No.</b>	<b>Subject Matter</b>
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 St Mary Star of the Sea College, Wollongong (the "College") and the NSW/ACT Independent Education Union (the "IEU"), the latter being a registered industrial organisation of employees.

**2. Scope of Agreement**

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

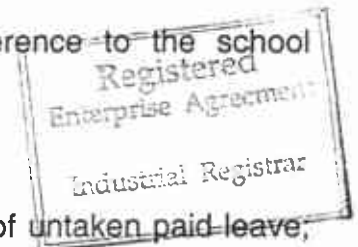
**3. Award**

Except as provided by this agreement, the conditions of employment of school support staff by the College will be in accordance with the *School Support Staff (Catholic Independent Schools) (State) Award* (the "Award") and any variation or replacement to the Award.

**4. Payment of Salary**

- (a) The salary payable to a school support staff employee pursuant to the Award shall be paid fortnightly.
- (b) The salary payable to a school support staff employee 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 school support staff employee.

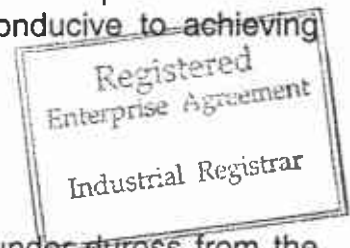
- (c) Notwithstanding subclauses (a) and (b) of this clause, by mutual agreement with the College a school support staff employee may elect to receive:
- (i) the benefit of services provided by the College; and
  - (ii) an amount in salary equal to the difference between salary calculated in accordance 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 will determine the range of benefits which are to be offered to the school support staff employee.
- (e) The school support staff employee may determine, within the benefits offered by the College, the level of the benefits under subclause (c) of this clause.
- (f) A school support staff employee 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 school support staff 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 which would have applied to the school support staff employee under the Award.



## 5. Dispute Avoidance and Grievance Procedure

- (a) The object of these procedures is the avoidance and resolution of industrial dispute 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 school support staff employee shall discuss the matter with the Principal or his/her nominee.
- (ii) If the matter is not resolved at this level, the school support staff employee 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 Commission for Employment Relations (the "CCER") 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 CCER 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 would such action be considered conducive to achieving resolution of the dispute.




**6. Duress**

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

**7. Term**

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

  
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Sr Rita Hayes  
Principal  
St Mary Star of the Sea College  
WOLLONGONG

  
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Mr Richard Shearman  
General Secretary  
NSW/ACT Independent Education Union