

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA04/151

TITLE: St Patricks Business College Enterprise Agreement

I.R.C. NO: IRC4/378

DATE APPROVED/COMMENCEMENT: 22 April 2004 / 3 March 2004

TERM: 36 months

**NEW AGREEMENT OR
VARIATION:** New

GAZETTAL REFERENCE: 18 June 2004

DATE TERMINATED:

NUMBER OF PAGES: 12

COVERAGE/DESCRIPTION OF

EMPLOYEES: The Agreement applies to all employees employed by The Trustees of the Roman Catholic Church for the Archdiocese of Sydney Centacare Learning Network, incorporating St Patricks Business College located at Polding Centre, Level 13, 133 Liverpool Street, Sydney, NSW, 2000, engaged in the classification of Teachers

PARTIES: The Trustees of the Roman Catholic Church for the Archdiocese of Sydney Centacare Learning Network, incorporating St Patricks Business College -&- the New South Wales Independent Education Union

ST PATRICK'S BUSINESS COLLEGE ENTERPRISE AGREEMENT 2003

Arrangement

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1. Parties to the Agreement

This Agreement is made between Centacare Catholic Community Services (Employer) and the NSW/ACT Independent Education Union (IEU).

2. Scope of Agreement

This Agreement shall apply to teaching staff employed by the Employer at St Patrick's Business College, and the employer.

3. Anti - Discrimination

- (i) It is the intention of the parties bound by this award to seek to achieve the object of section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- (ii) It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the award which, by its terms or operation, has a direct or indirect discriminatory effect.
- (iii) Under the *Anti Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint or unlawful discrimination or harassment.
- (iv) Nothing in this clause shall be taken to affect:
 - (a) any conduct or act which is specifically exempted from anti discrimination legislation;
 - (b) offering or providing junior rates of pay to persons under 21 years of age;

- (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti Discrimination Act 1977*;
- (d) A party to this award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- (v) This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

4. Terms of Engagement

- (i) On appointment the employer shall provide each employee, other than a casual employee, a letter stating the employee's rate of salary as at appointment, a job statement and related obligations of the employee.
- (ii) The contract of employment shall not be terminated without at least four (4) College term weeks' notice on either side, or the payment of or forfeiture of four (4) weeks' salary in lieu of notice, provided that such four (4) weeks' notice shall expire within the College term during which it is given, and shall expire either at the end of the said College term or at least two (2) weeks before the end of the said College term.
- (iii) The foregoing shall not affect the right of the employer to dismiss summarily any employee for incompetence, misrepresentation, neglect of duty or other misconduct.
- (iv) Upon the termination of service of an employee, other than a casual employee, the employer shall provide a general statement of service setting out the length of service and any special position held and any special duties performed by the employee.

5. Appointment

- (I) The minimum qualification for appointment as a teacher by the employer is a relevant one year vocation training course at a level equivalent to AQF Certificate IV plus commercial teaching qualifications. Commercial teaching qualifications may include such relevant training as:
 - (a) TAFE Instructors Certificate
 - (b) CESA Teacher's Certificate
 - (c) Workplace Trainer (Category 2) and Workplace Assessor
 - (d) Pitman Teacher's Diploma
- (ii) Appointment as a teacher depends on approximate vocational experience and qualifications as outlined in Clause 4 (i), except where the employer determines that special circumstances exist in relation to a particular person which warrant that person's appointment with a lesser qualification or a shorter duration of vocational experience.

6. Salaries

- (i) A teacher shall commence on a step of the salary scale contained in clause 5 (iii) in accordance with the following.
 - (a) Step 1 - teacher qualified in accordance with Clause 4 with less than one (1) year's teaching experience.
 - (b) Step 2 - teacher qualified in accordance with clause 4 with more than one (1) year's teaching experience but less than two (2) years' teaching experience.
 - (c) Step 3 - teacher qualified in accordance with clause 4 with more than two (2) year's teaching experience but less than three (3) years' teaching experience.

- (d) Step 4 - teacher qualified in accordance with clause 4 with more than three (3) year's teaching experience but less than four (4) years' teaching experience.
- (e) Step 5 - teacher qualified in accordance with clause 4 with more than four (4) year's teaching experience but less than five (5) years' teaching experience.
- (f) Step 6 - teacher qualified in accordance with clause 4 with five (5) or more year's teaching experience.
- (ii) The starting point on the salary scale for a teacher appointment in accordance with Clause 4(ii) shall be based on the employee's qualification and vocational experience and mutually agreed between the employer and employer.
- (iii) A teacher shall progress according to normal years of service along the steps of the salary scale in clause 5(iv) of this agreement. Provided that part-time teachers employed by the college after 22nd February, 1999 shall progress along the steps of the salary scale after each 12 months of full time equivalent service.
- (iv) The salaries for teachers employed by the College are as in Table 1.
- (v) A teacher required to perform duties of additional responsibilities shall be the appropriate allowance as set out in Table 2: Allowances.
- (vi) This Agreement shall flow on wage increases as in Table 1: Rates of Pay.
- (vii) Salaries shall be paid fortnightly by electronic funds transfer.

7. Salary Packaging Arrangements

- (i) The terms and conditions of such a package shall not, on aggregate, be less favourable than the entitlements otherwise available under the award and shall be subject to the following provisions:
 - a) the employer shall ensure that the structure of any agreed remuneration package complies with taxation and other relevant legislation;
 - b) where there is an agreement to salary package, the agreement shall be in writing and made available to the employee;
 - c) the employee shall have access to details of the payments and transactions made on their behalf. Where such details are maintained electronically, the employee shall be provided with a printout of the relevant information;
 - d) the employer has the right to vary or withdraw from a salary packaging agreement and/or withdraw from offering salary packaging in the event of amendments to legislation that are detrimental to, or increase the costs of, salary packaging arrangements;
 - e) in the event that the employer withdraws from a salary packaging agreement, the individual employee's salary will revert to that specified in Table 1, Rates of Pay of this Award;
 - f) notwithstanding any of the above arrangements, the employer or employee may cancel any salary packaging agreements by the giving of one month's notice of cancellation to the other party;
 - g) the calculation of entitlements concerning occupational superannuation and annual leave loading on annual leave will be based on the value of the employee's total salary as outlined in Table 1, Rates of Pay of the Award; unless there is agreement between the employer and the employee to the contrary, all salary packaging arrangements shall cease during any period of leave without pay, including periods of unpaid sick leave.

8. Sick Leave

- (i) Any full-time or part-time teacher shall be entitled to paid sick leave in respect of any absence on account of illness or injury and subject to the following conditions:
 - (a) The period of sick leave for full-time employees shall not exceed 10 days per year and shall be accumulated up to a maximum of five (5) years' service including the current year's entitlement. The maximum accumulation of sick leave shall be 50 days.
 - (b) The sick leave entitlement of a part-time employee shall be in that proportion which the number of teaching hours of that teacher in a full College week bears to the number of teaching hours which a full-time teacher at the College is normally required to teach.
 - (c) A teacher shall not be entitled to paid sick leave unless he/she notifies the employer prior to the commencement of the first organised activity at the College on any day of the nature of the illness and of the estimated duration of the absence; provided that paid sick leave shall be available if the teacher took all reasonable steps to notify the employer or was unable to take such steps.
 - (d) Employees who are absent from work due to sickness on three consecutive days or may be required to provide a medical certificate. Such certificate must be submitted with the employee's "Application for Leave Form" upon return to work.
 - (e) Unused sick leave will not be paid out on termination of employment for any reason.

9. Catholic Personal/Carer's Leave

- (i) Use of Sick Leave to Provide Care and Support for a Family Member
 - (a) An employee, other than a casual employee, with responsibilities in relation to a family member as set out in subparagraph (ii) of paragraph (c) who needs the employee's care and support, shall be entitled to use, in any year, in accordance with this subclause, any current or accrued sick leave entitlement for absences to provide care and support, for such persons when they are ill. Such leave may be taken for part of a single day.
 - (b) If required, the employee shall establish the illness of the person concerned either by production of a medical certificate, statutory declaration, written statement or other evidence and that the illness is such as to require care and support by the employee. An employee is not entitled to family leave under this subclause where another person has taken leave to care for the same person.
 - (c) The entitlement to use sick leave in accordance with this subclause is subject to:
 - (i) The employee being responsible for the care of the person concerned; and
 - (ii) the family member being a parent, step-parent, spouse, grandchild, sibling, grandparent, child, step-child, foster child, adopted child and foster parent of the employee or spouse.
- (ii) Use of Sick Leave for a Pressing Domestic Necessity
 - (a) Subject to paragraph (ii)(c), for the purposes of this clause "pressing domestic necessity" means any reason at the discretion of the employer, provided that such discretion is not unreasonably withheld and is exercised so as not to contravene any applicable provisions of the Anti-Discrimination Act.
 - (b) An employee, other than a casual employee, with sick leave credits may apply to utilise such credits up to five of any current or accrued sick leave entitlement days in any one year of the employee's service for any pressing domestic necessity other than to care for or support a person as defined in clause 8 (i)(c)(ii).

- (c) Where an employee, other than a casual employee, is not entitled to utilise sick leave credits pursuant to Clause 8(i)(a), he or she may access any current or accrued sick leave for any pressing domestic necessity, where the employee is responsible for the care or support of a person not referred to in Clause 8(i)(c)(ii).
- (d) The yearly entitlement for the purpose of pressing domestic necessity in Clause 8 (ii)(b) is non-cumulative.
- (e) If required, an employee shall provide a written statement or other evidence supporting the application for Personal/Carer's Leave for the purpose of pressing domestic necessity.

(iii) Notification of Intention to Take Leave

In relation to Clause 8 (i) and (ii), wherever practicable, an employee shall give the employer notice, prior to the absence of the intention to take leave. The employee shall also provide the name of the person requiring care, that person's relationship to the employee, the nature of any pressing domestic necessity, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

(iv) Unpaid Leave for Family Purpose

- (a) With the consent of the employer, an employee may elect to take unpaid leave for the purpose of providing care and support to a person referred to in Clause 8 (i)(c)(ii) or Clause 8 (ii)(c) who is ill.

(v) Annual Leave

- (a) An employee may elect with the consent of the employer, subject to the *Annual Holidays Act 1944*, to take annual leave not exceeding five days in single day periods or part thereof, in any calendar year at a time or times agreed by the parties.
- (b) Access to annual leave, as prescribed in paragraph (a) of this subclause shall be exclusive of any shutdown period provided for elsewhere under this agreement.
- (c) An employee and employer may agree to defer payment of the annual leave loading in respect of single day absences, until at least five consecutive annual leave days are taken.

10. Bereavement Leave

- (a) A teacher shall upon the death within Australia of a relation as defined in paragraph (c) of Clause 8 Catholic Personal/Carer's Leave shall be entitled to paid leave up to and including the day of the funeral of such relative or person. Such leave shall not exceed three days. A teacher may be required to provide the employer with satisfactory evidence of such death.
- (b) Where a teacher requests leave bereavement leave in accordance with paragraph (a) of this clause an employer in his or her absolute discretion may grant the teacher additional leave as leave without pay or leave with pay.
- (c) Where a teacher requests leave to attend a funeral of a person not specified in paragraph (a) the employer may in his or her absolute discretion grant the teacher leave without pay or leave with pay.
- (d) Where an employer grants a teacher leave with pay in accordance with paragraph (b) or (c) such leave will be deducted from the teachers entitlements to sick leave in accordance with Clause 7 Sick Leave.
- (e) Bereavement Leave may be taken in conjunction with other leave available under clause 3. Where such other available leave is to be taken in conjunction with Bereavement Leave, consideration will be given to the circumstances of the employee and the reasonable operational requirements of the employer.

11. Annual Leave

- (i) Refer to the *Annual Holidays Act 1944 NSW* (Act)
- (ii) Where an employee, other than a casual, takes annual holidays in accordance with the Act, the employee shall be paid an annual leave loading calculated in accordance with this clause.
- (iii) The employee is entitled to an annual leave loading which is the amount payable for the period or the separate period, as the case may be, at the rate of 17.5% based on the weekly equivalent of the employee's annual salary as prescribed by Clause 5(iv).
- (iv) The loading is to be calculated in relation to any period of annual holiday to which the employee becomes or has become entitled to under the Act.
- (v) No loading is payable to an employee who takes an annual holiday wholly or partly in advance; provided that, if the employment of such an employee continues until the day when the employee would have become entitled under the Act to an annual holiday, the loading then becomes payable in respect of the period of such a holiday and needs to be calculated in accordance with this subclause.
- (vi) In addition to the annual leave entitlements under the Act, teachers shall be granted four weeks "ex-gratia" annual leave per year to be taken during pupil vacation periods. No loading is payable on the four weeks "ex-gratia" leave.
- (vii) Upon termination the employee shall be entitled to receipt of pro-rata annual leave and except in cases where the termination is for misconduct by the employee, shall also be entitled to pro rata annual leave loading on such a annual leave.

12. Parental Leave and Maternity Allowance

- 12.1 A teacher who applies for maternity leave under Part 4 of Chapter 2 of the *Industrial Relations Act 1996* and is granted maternity leave for a period of nine weeks or longer by the employer in accordance with these provisions, shall be entitled to a maternity allowance calculated in accordance with subclause 12.2.
- 12.2 The maternity allowance in subclause 12.1 shall be
 - (a) equivalent to four weeks' salary for a teacher commencing leave after 1 January 1999, or
 - (b) equivalent to six weeks' salary for a teacher commencing leave after 1 January 2000
- 12.3 The teacher may elect to receive the maternity allowance in subclause 12.2 either in accordance with the usual employer payment schedule or as a lump sum payment in advance.
- 12.4 Where a teacher applies for a lump sum payment in advance under subclause 12.3, the teacher shall give the employer at least one month's notice of intention.
- 12.5 If a teacher has received payment of the maternity allowance and subsequently the teacher's pregnancy results in a miscarriage or a still birth, the teacher shall be entitled to retain maternity allowance paid in accordance with this clause, so long as the teacher remains on maternity leave for a period of six (6) weeks or longer.
- 12.6 The period of maternity leave will not be service for the purpose of any statutory entitlement or other entitlement under the award.
- 12.7 The parties agree to review the effect of this clause in the event of any legislation by either the Federal or State Government which provides a maternity allowance or similar payment, however named, or in the event that the operation of this clause is found to be discriminatory by an anti-discrimination tribunal.

12.8 A teacher who received a maternity allowance in accordance with this clause will not be employed as a casual employee by the employer in the six weeks following the teacher's confinement.

12.9 Except as varied by this provision, Part 4 of Chapter 2 of the Industrial Relations Act 1996 shall apply.

13. Long Service Leave

All employees shall be entitled to paid long service leave in accordance with the *Long Service Leave Act 1955* (NSW). However, it is policy of Centacare Sydney's to grant 12 weeks long service leave after 10 years of services.

14. Travel

- (i) An employee must not use their own vehicle for College business without the employer's authority.
- (ii) Reimbursement is paid to employees who use their private motor vehicles on College business. The amount paid is commensurate with that paid in other organisations and is designed to meet the costs of petrol and a percentage of the vehicle's running costs. The rate paid is reviewed by the College annually.
- (iii) Employees who use their own vehicle cannot make claims for the private use of that vehicle. Travel between an employee's private home and the office where he/she is normally located is considered to be private travel.
- (iv) When an employee is using his/her private vehicle on College business on the way to or from work, the distance to be claimed should be calculated in the following way: the normal distance between home and the office where the employee is normally located should be deducted from the total distance of the round trip between home, the place of business and the College where the employee is normally located.
- (v) A travel claim form must be submitted to and authorised by the employer before an employee travel claim can be paid. Travel claims are paid to employees with normal salary payments.

15. Superannuation

- (i) The subject of superannuation is dealt with extensively by legislation, including the *Superannuation Guarantee (Administration) Act 1992*, the *Superannuation Guarantee Charge Act 1992*, the *Superannuation Industry (Supervision) Act 1993* and the *Superannuation (Resolution of Complaints) Act 1993*. This legislation, as varied from time to time, governs the superannuation rights and obligations of the parties to this agreement.
- (ii) Subject to the requirements of this legislation, superannuation contributions may be made to the National Catholic Superannuation Fund, the New South Wales Non-Government Superannuation Fund or such other funds that comply with the requirements of this legislation.

16. Redundancy

16.1 General

- (a) This clause shall apply in respect of full time and part time persons employed under this Agreement.
- (b) This clause shall only apply to employers who employ 15 or more employees immediately prior to the termination of employment of employees
- (c) Notwithstanding anything contained elsewhere in this Agreement, this clause shall not apply to employees with less than one year's continuous service, and the general obligation on employers shall be no more than to give such employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.

- (d) Notwithstanding anything contained elsewhere in this Agreement, this clause shall not apply where employment is terminated as a consequence of conduct that justifies instant dismissal, including malingering, inefficiency or neglect of duty, or in the case of casual employees, apprentices or employees engaged for a specific period of time or for a specified task or tasks or where employment is terminated due to ordinary and customary turnover of labour.

16.2 Employer's Duty to Notify and discuss

- (a) Where an employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer shall notify the employees who may be affected by the proposed changes and the Union to which they belong.
- (b) The employer shall discuss with the employees affected and the Union, the introduction of the changes and the likely effect on the employees and the measures taken to avert or mitigate the adverse effects of such changes.
- (b) "Significant effects" include termination of employment, major changes in the composition, operation or size of the employer's workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure, the alteration of hours of work, the need for retraining or transfer of employees to other work or locations and the restructuring of jobs.

16.3 Discussions before termination

- (a) Where an employer has made a definite decision that they no longer wish the job the employee has been doing to be done by anyone and that decision may lead to the termination of employment, the employer shall hold discussions with the employees directly affected and with the Union.
- (b) The discussions shall take place as soon as is practicable after the employer has made a definite decision which will invoke the provision of 16.3 (a) and shall cover any reasons for the proposed termination, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any termination on the employees concerned.
- (c) For the purpose of the discussion the employer shall, as soon as practicable, provide to the employees concerned and the Union all relevant information about the proposed terminations, including the reasons for the proposed terminations, the number and categories of employees likely to be affected, and the number of employees normally employed and the period over which the terminations are likely to be carried out. Provided that any employer shall not be required to disclose confidential information the disclosure of which would adversely affect the employer.

16.4 Notice for changes in production, program, organisation or structure

- (a) This subclause sets out the notice provisions to be applied to terminations by the employer for reasons arising from "production", "program", "organisation" or "structure" in accordance with 16.2(a).
- (a) In order to terminate the employment of an employee the employer shall give to the employee notice of one school term or 9 weeks notice, whichever is the greater.
- (c) Payment in lieu of the notice above shall be made if the appropriate notice of period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

16.5 Notice for technological change

This subclause sets out the notice provisions to be applied to terminations by the employer for reasons arising "technologically" in accordance with 16.2.

- (a) In order to terminate the employment of an employee the employer shall give to the employee three months notice of termination.
- (b) Payment in lieu of the notice above shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
- (c) The period of notice required by this subclause to be given shall be deemed to be service with the employer for the purposes of the *Long Service Leave Act 1955*, the *Annual Holidays Act 1944*, or any Act amending or replacing either of these Acts.

16.6 Time off during the notice period

- (a) During the period of notice of termination given by the employer, an employee shall be allowed up to five day's time off without loss of pay for the purposes of seeking other employment.
- (b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent.

16.7 Employee leaving during the notice period

If the employment of an employee is terminated (other than for misconduct) before the notice period expires, the employee shall be entitled to the same benefits and payments under this clause as those to which the employee would have been entitled had the employee remained with the employer until the expiry of such notice. Provided that in such circumstances the employee shall not be entitled to payment in lieu of notice.

16.8 Statement of employment

The employer shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee a written statement specifying the period of the employee's employment and the classification of or the type of work performed by the employee.

16.9 Notice to Centrelink

Where a decision has been made to terminate the employment of employees, the employer shall notify Centrelink thereof as soon as possible giving relevant information including the number and categories of the employees likely to be affected and the period over which the terminations are intended to be carried out.

16.10 Employment Separation Certificate

The employer shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee an "Employment Separation Certificate" in the form required by Centrelink.

16.11 Transfer to lower paid duties

Where an employee is transferred to lower paid duties for reasons set out in Clause 16.2, the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment had been terminated, and the employer may at the employer's option make payment in lieu thereof an amount equal to the difference between the former ordinary time rate of pay and the new ordinary time rates for the number of weeks of notice still owing.

16.12 Severance Pay

Where an employee is to be terminated pursuant to 15.4 of this clause, subject to further order of the NSW Industrial Relations Commission the employer shall pay the employee the following severance pay in respect of a continuous period of service:

- (a) If an employee is under 45 years of age, the employer shall pay in accordance with the following scale:

Years of Service	Under 45 Years of Age entitlement
Less than 1 year	nil
1 year and less than 2 years	4 weeks
2 years and less than 3 years	7 weeks
3 years and less than 4 years	10 weeks
4 years and less than 5 years	12 weeks
5 years and less than 6 years	14 weeks
6 years and over	16 weeks

- (b) Where an employee is 45 years or over, the entitlement shall be in accordance with the following scale:

Years of Service	5 Years of Age and over Entitlement
Less than 1 year	nil
1 year and less than 2 years	5 weeks
2 years and less than 3 years	8.75 weeks
3 years and less than 4 years	12.5 weeks
4 years and less than 5 years	15 weeks
5 years and less than 6 years	17.5 weeks
6 years and over	20 weeks

- (c) "Weeks Pay" means the all purpose rate of pay for the employee concerned at the date of termination, and shall include, in addition to the ordinary rate of pay, over-Award payments, shift penalties and allowance, paid in accordance with the Agreement.

16.13 Incapacity to Pay

- (a) Subject to an application by the employer and further order of the NSW Industrial Relations Commission, an employer may pay a lesser amount (or no amount) of severance pay than that contained in 16.12.
- (b) The Commission shall have regard to such financial and other resources of the employer concerned as the Commission thinks relevant, and the probable effect paying the amount of severance pay in 16.12 will have on the employer.

16.14 Alternative employment

Subject to an application by the employer and further order of the NSW Industrial Relations Commission, an employer may pay a lesser amount (or no amount) of severance pay than that contained in 15.12 if the employer obtains acceptable alternative employment for an employee.

17. Dispute Avoidance and Grievance Procedure

The procedure for the resolution of grievances and industrial disputation concerning matters arising under this agreement shall be in accordance with the following procedural steps.

- (i) Procedures relating to grievances of individual employees:

- (a) The employee is required to notify (in writing or otherwise) the employer as to the substance of the grievance, request a meeting with the employer for bilateral discussions and state the remedy sought.
 - (b) A grievance must initially be dealt with as close to its source as possible, with graduated steps for further discussion and resolution at higher levels of authority.
 - (c) Reasonable time limits must be allowed for discussion at each level of authority.
 - (d) At the conclusion of the discussion, the employer must provide a response to the employee's grievance, if the matter has not been resolved, including reasons for not implementing any proposed remedy.
 - (e) While a procedure is being followed, normal work must continue.
 - (f) The employee may be represented by a nominated representative for the purpose of each procedure.
- (ii) Procedures relating to disputes etc. between employers and their employees:
- (a) A question, dispute or difficulty must initially be dealt with as close to its source as possible, with graduated steps for further discussion and resolution at higher levels of authority.
 - (b) Reasonable time limits must be allowed for discussion at each level of authority.
 - (c) While a procedure is being followed, normal work must continue.
 - (d) The employer may be represented by an employer representative and the employees may be represented by a nominated representative for the purpose of each procedure.

18. Duress

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

19. Term

This Agreement shall have a nominal term of three (3) years after the date of approval by the Industrial Relations Commission of NSW.

This agreement is made on the day of 2003.

Father John Usher
 Director
 Centacare Catholic Community Services

Richard Shearman
 General Secretary
 NSW/ACT Independent
 Education Union

Table 1: Rates of Pay

	3% - 31/10/2003		3% - 31/10/2004	
SCALE	ANNUAL	HOURLY	ANNUAL	HOURLY
Step 1	\$38,061.78	\$22.79	\$39,203.63	\$23.47
Step 2	\$39,330.35	\$23.55	\$40,510.26	\$24.26
Step 3	\$40,599.08	\$24.31	\$41,817.05	\$25.04
Step 4	\$41,867.73	\$25.07	\$43,123.76	\$25.82
Step 5	\$43,136.38	\$25.83	\$44,430.47	\$26.60
Step 6	45,268.41	\$27.11	\$46,626.46	\$27.92
	3% 31/10/2005		3% - 31/10/2006	
	ANNUAL	HOURLY	ANNUAL	HOURLY
Step 1	\$40,379.74	\$24.18	\$41,591.13	\$24.90
Step 2	\$41,725.57	\$24.98	\$42,977.34	\$25.73
Step 3	\$43,071.56	\$25.79	\$44,363.71	\$26.56
Step 4	\$44,417.47	\$26.60	\$45,750.00	\$27.39
Step 5	\$45,763.39	\$27.40	\$47,136.29	\$28.22
Step 6	\$48,025.26	\$28.76	\$49,466.01	\$29.62

Table 2: Allowances

ALLOWANCE	31/10/2003	31/10/2004	31/10/2005	31/10/2003
College Co-ordinator	\$5,820.02	\$5,994.62	\$6,174.46	\$6,359.69
Curriculum Coordinator	\$2,095.02	\$2,157.87	\$2,222.61	\$2,289.28