



FAIR WORK
AUSTRALIA

DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Association of Neighbourhood Houses & Learning Centres Inc
(AG2010/15255)

NEIGHBOURHOOD HOUSES AND ADULT COMMUNITY EDUCATION CENTRES COLLECTIVE AGREEMENT 2010

Social, community, home care and disability services

COMMISSIONER GOOLEY

MELBOURNE, 13 MAY 2011

Application for approval of the Neighbourhood Houses and Adult Community Education Centres Collective Agreement 2010.

[1] An application has been made for approval of an enterprise agreement known as the *Neighbourhood Houses and Adult Community Education Centres Collective Agreement 2010* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by the Association of Neighbourhood Houses & Learning Centres Inc. The agreement is a multi enterprise agreement.

[2] The Applicant has provided written undertakings. A copy of the undertakings is attached in Annexure A. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement.

[3] Subject to the undertakings referred to above, I am satisfied that each of the requirements of ss.186, 187, 188 and 190 as are relevant to this application for approval have been met.

[4] The Australian Municipal Administrative Clerical and Services Union, being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) I note that the Agreement covers the organisation.

[5] The National Tertiary Education Industry Union, being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) I note that the Agreement covers the organisation.

[6] The Liquor Hospitality and Miscellaneous Union (now known as United Voice), being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) I note that the Agreement covers the organisation.

[7] The Agreement was approved on 6 May 2011 and, in accordance with s.54, will operate from 13 May 2011. The nominal expiry date of the Agreement is 1 July 2011.



COMMISSIONER

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ANNEXURE A

Undertaking

AG2010/15255: Neighbourhood Houses and Adult Community Education Centres Collective Agreement 2010

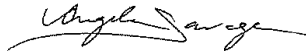
On behalf of the employers respondent to this agreement I undertake that while the agreement is in operation:

1. The employers will not apply the provisions of clause 10.3.2 regarding the continuation of previous arrangements to pay a 25% loading to permanent part-time employees in lieu of leave entitlements. The intention is to ensure that the Agreement operates effectively with the National Employment Standards (NES) and to resolve any uncertainty or difficulty relating to the interaction of the Agreement and the NES.
2. The employers will apply a minimum engagement of two hours for a casual tutor, notwithstanding the wording of clause 10.5.1 of the Agreement regarding a one hour minimum for Tutor Level 1.

All employer respondents as well as the union parties have been provided with a copy of this undertaking.

I make this undertaking in accordance with s 190 of the *Fair Work Act 2009* (the Act) and confirm that this undertaking will be taken to be a term of the Agreement pursuant to s191 of the Act.

Signed:



Name: Angela Savage

Position: Executive Officer, Association of Neighbourhood Houses and Learning Centres

Date 18 April 2011

NEIGHBOURHOOD HOUSES

and

ADULT COMMUNITY EDUCATION CENTRES

COLLECTIVE AGREEMENT 2010

Note - this agreement is to be read together with an undertaking given by the employer. The undertaking is taken to be a term of the agreement. A copy of it can be found at the end of this agreement.

1. TITLE

This Agreement shall be known as the Neighbourhood Houses and Adult Community Education Centres Collective Agreement 2010.

2. ARRANGEMENT

Section 1 - Introductory

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Schedule 3	Salary Rates	
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Schedule 4	Allowances	
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3. APPLICATION OF AGREEMENT

3.1. This agreement shall apply to:

3.1.1. the employers listed in Schedule 5 of this Agreement; and

3.1.2. all employees of the employers listed in Schedule 5 who are eligible to be members of the ASU, NTEU or LHMU (collectively referred to as "the parties") and who are employed as social and community services workers, professional, administrative, clerical, computing and technical staff, adult education teachers and tutors, and childcare workers, excluding Trainees as defined by the *Fair Work Act 2009*.

3.1.3. The nominal expiry date for this Agreement is 1 July 2011.

3.2. A copy of this agreement will be made available to all employees. This may be done by electronic means including email or intranet.

3.3. This agreement is made pursuant to Pt.2-4, Div.2,s.172(3) of the *Fair Work Act*.

4. DEFINITIONS

4.1. Subject to the provisions of Clause 10.6 regarding teaching and tutorial staff, a **Casual employee** means a person who is engaged intermittently for work of an unexpected or casual nature and does not include an employee who could properly be engaged as a full-time or part-time employee.

4.2. **Coordinator** means the person howsoever titled appointed by the Committee of Management to be responsible for the day to day operations of the employer including supervision and management of all employees.

4.3. **Chairperson** means the person exercising executive authority in a Committee of Management.

4.4. **Committee** means the Committee of Management of an employer listed in Schedule 1 of this agreement.

4.5. **Continuing Employee** means a person who is employed on a full-time or part-time basis pursuant to a written instrument of appointment which specifies the date of commencement but does not specify a termination date.

4.6. **Fixed-term employee** means a person who is employed either on a full-time or part-time basis pursuant to a written instrument which complies with the provision of clause 10.4 of this agreement.

4.7. **Full-time employee** means a person who is employed to work the maximum ordinary hours of work allowed by this Agreement.

4.8. **Ordinary rate per hour** means the hourly rate payable to an employee by applying the formula:

Weekly Salary

38

Note: Where the Agreement refers to annual salary, weekly salary shall be determined by dividing the annual salary by 52.179

4.9. **Overtime** means time authorised, in advance, to be worked by an employee in excess of, or outside of, the ordinary hours of work of the employee.

4.10. **Part-time employee** means an employee, other than a casual employee, who works less than the maximum ordinary hours prescribed by this Agreement.

4.11. **Union or Unions** shall mean: -

- the Australian Municipal, Administrative, Clerical and Services Union (ASU) and /or
- the National Tertiary Education Industry Union (NTEU) and/or
- the Liquor Hospitality and Miscellaneous Union (LHMU)

5. ANTI-DISCRIMINATION

5.1. It is the intention of the respondents to this Agreement to respect and value the diversity of the workforce by helping to prevent and eliminate discrimination on the basis of race, colour, sex, sexual preference,

age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin.

5.2. Accordingly, in fulfilling their obligations under the above, the respondents must make every endeavour to ensure that neither the Agreement provisions nor their operation are directly or indirectly discriminatory in their effects.

5.3. Nothing in this clause is to be taken to affect:

5.3.1. any different treatment (or treatment having different effects) which is specifically exempted under the Commonwealth anti-discrimination legislation;

5.3.2. an employee, employer or registered organisation, pursuing matters of discrimination in the State or federal jurisdiction, including by application to the Human Rights and Equal Opportunity Commission;

5.3.3. the exemptions in s 772 (2) of the *Fair Work Act*.

6. ENTERPRISE FLEXIBILITY

6.1. A consultative mechanism and procedures appropriate to the size, structure and needs of the enterprise or workplace shall be established.

6.2. Staff Workplace Representatives

6.2.1. The employer recognises the role that staff workplace representatives play in promoting understanding and knowledge of industrial arrangements and in dispute resolution.

6.2.2. On being notified in writing that an employee has been appointed as a staff workplace representative, the organisation will recognise the employee as workplace representative and allow them reasonable time in working hours, without loss of pay, to perform the tasks required to effectively represent workers.

7. INDIVIDUAL FLEXIBILITY

7.1. Notwithstanding any other provision of this Agreement, the employer and an individual employee may agree to vary the application of certain terms of this Agreement to meet the genuine individual needs of the employer and the individual employee. The terms the employer and the individual employee may agree to vary the application of are those concerning:

7.1.1. arrangements for when work is performed (Clause 22); and

7.1.2. leave loading (clause 26.10).

7.2. The employer and the individual employee must have genuinely made the agreement without coercion or duress.

7.3. The agreement between the employer and the individual employee must:

7.3.1. be confined to a variation in the application of one or more of the terms listed in clause 7.1; and

7.3.2. result in the employee being better off overall than the employee would have been if no individual flexibility agreement had been agreed to.

7.4. The agreement between the employer and the individual employee must also:

7.4.1. be in writing, name the parties to the agreement and be signed by the employer and the individual employee and, if the employee is under 18 years of age, the employee's parent or guardian;

7.4.2. state each term of this Agreement that the employer and the individual employee have agreed to vary;

7.4.3. detail how the application of each term has been varied by agreement between the employer and the individual employee;

7.4.4. detail how the agreement results in the individual employee being better off overall in relation to the individual employee's terms and conditions of employment; and

7.4.5. state the date the agreement commences to operate.

7.5. The employer must give the individual employee a copy of the agreement and keep the agreement as a time and wages record.

7.6. Except as provided in clause 7.4.1 the agreement must not require the approval or consent of a person other than the employer and the individual employee.

- 7.7. Where the employer seeks to enter into an agreement a written proposal must be provided to the employee. Where the employee's understanding of written English is limited the employer shall take measures, including translation into an appropriate language, to ensure the employee understands the proposal.
- 7.8. The agreement may be terminated:
- 7.8.1. by the employer or the individual employee giving four weeks' notice of termination, in writing, to the other party and the agreement ceasing to operate at the end of the notice period; or
 - 7.8.2. at any time, by written agreement between the employer and the individual employee.
- 7.9. The right to make an agreement pursuant to this clause is in addition to, and is not intended to otherwise affect, any provision for an agreement between an employer and an individual employee contained in any other term of this Agreement.

8. DISPUTE SETTLEMENT

- 8.1. Any dispute or grievance arising out of the operation of this agreement, the National Employment Standards (NES), or generally within the organisation shall be dealt with in the following manner, without disruption to the provision of services or operations.
- 8.2. In the first instance, the employee will attempt to resolve the matter through discussion with their immediate supervisor. The employee is entitled to nominate a representative to be present during such discussions. The arrangement of a meeting under this clause will ordinarily take place within seven working days of notification of a dispute or grievance.
- 8.3. Should the matter remain unresolved, the employee (with the employee's nominated representative) shall confer with senior management (or the appropriate nominee of the Committee of Management) with the objective of resolving the matter within the organisation. These discussions will, where possible, take place within a further Seven (7) days or as soon as the parties can reasonably commence the discussions.
- 8.4. If the matter remains unresolved at this stage, it may be referred to Fair Work Australia (FWA) (or to an agreed independent mediator, conciliator or arbitrator) for further mediation, conciliation and, if unresolved, arbitration, not less than one month after original notification of the dispute or grievance. The parties agree that FWA or the independent arbitrator shall have all necessary powers to require any person or persons or documents to be produced that will assist in the resolution of these matters and to set out any procedural requirements for the determination of matters. The parties agree to comply with any procedural directions.
- 8.5. A decision made by FWA or the independent arbitrator as a result of arbitration will be accepted by both parties subject, in the case of a decision by FWA, to either party exercising a right of appeal against the decision to a Full Bench of FWA.
- 8.6. Until the matter is resolved, work must continue in accordance with the custom and practice in existence prior to notification of the matter. Exceptions to this clause shall be:
- in health and safety matters where existing conditions may place a party at risk, or
 - where existing conditions may place either party under unreasonable duress pending resolution of the matter.

9. DISCIPLINARY PROCEDURES

- 9.1. All employees shall be treated at all times in accordance with the principles of natural justice. These principles include:
- 9.1.1. the right to a fair hearing including adequate notice of what is alleged and a reasonable opportunity to respond to allegations, and
 - 9.1.2. the right to an unbiased process of judgement.
- 9.2. Where the employer has concerns about the work performance or conduct of an employee, other than an employee within the minimum employment period specified by the *Fair Work Act*, or a short term casual employee, the following disciplinary procedure will apply.

- 9.3. The employee shall be advised of the alleged poor work performance or misconduct, that those concerns will be dealt with in accordance with these procedures, and that a possible outcome could be a disciplinary sanction such as termination of employment. The employee shall be provided with the opportunity to respond to any such allegations at a disciplinary meeting with the relevant supervisor. An employee subject to disciplinary proceedings may be assisted or represented in any disciplinary meeting by a support person of the employee's choice from the workplace, such as a colleague, or other nominated representative including a union representative.
- 9.4. Nothing in this procedure shall restrict the employer's right to summarily dismiss an employee in circumstances that warrant summary dismissal.
- 9.5. If the concerns are not adequately addressed at the initial disciplinary meeting,
- 9.5.1. In case of poor performance a warning may be issued or
- 9.5.2. in the case of misconduct there may be a warning or employment may be terminated with or without notice, depending on the level of seriousness of the misconduct and any mitigating factors.
- 9.6. Where a warning is issued, the employer shall notify the employee of the reason for the warning and detail the standards of performance and/or conduct expected. In the case of unsatisfactory performance the employer will also set a timeframe for a review of performance, and will consider reasonable measures to assist the employee to meet the required performance standards, such as mentoring or training as appropriate. The warning shall also state the consequences of not meeting the required standards of performance and/or conduct, such as further disciplinary action which could include termination of employment.
- 9.7. If the problem continues the matter will be discussed with the employee at a second disciplinary meeting.
- 9.8. In the case of unsatisfactory performance, if the concerns are not resolved at the second meeting, a second warning in writing will be given to the employee. Termination of employment for unsatisfactory performance at this stage may only occur in cases where the unsatisfactory performance has particularly serious consequences, such as placing the viability of the employer at risk or posing a serious safety risk.
- 9.9. In the case of misconduct, if the allegations of a recurrence of misconduct are not satisfactorily resolved at the second meeting, a second written warning may be given to the employee, or employment may be terminated, depending on the level of seriousness of the misconduct and any mitigating factors.
- 9.10. If the problem continues the matter will be discussed with the employee at a further disciplinary meeting. If the concerns are not resolved, the outcome may be a further warning or termination of employment. Nothing in this procedure shall prevent the employer from conducting further disciplinary meetings where the particular circumstances require it.
- 9.11. If after any warning a period of twelve months elapses without any further warning or action being required, all adverse reports relating to the warning must be removed from the employee's personnel file.
- 9.12. **Disciplinary Action**
- 9.12.1. The outcome of a disciplinary procedure may include one of the following actions:
- 9.12.1.1. that the complaint may be dismissed and a letter to that effect be placed on the employee's personal file;
- 9.12.1.2. that no action be taken;
- 9.12.1.3. that the employee be issued with a warning;
- 9.12.1.4. that the employee's salary increment be withheld for up to one year;
- 9.12.1.5. that the employee be dismissed.
- 9.13. **Occupational Welfare**
- 9.13.1. Notwithstanding the provisions of clauses 9.1 to 9.12 inclusively, where, in the opinion of the employer and/or the employee stress, including personal or relationship problems, health concern, alcohol and/or other substance abuse, or compulsive gambling is adversely affecting the employee's work performance, either party may request that the employee make application for leave with pay, or without pay, to undertake an approved rehabilitation program.
- 9.13.2. In determining whether leave is to be granted, the employer may take into account the amount of accrued leave available to the employee.

9.13.3. Where leave has been granted, failure to undertake such an approved rehabilitation or counselling program may result in the employer seeking recourse to the provisions of clause 9 as an alternative remedy to the situation.

9.13.4. In order to avoid doubt, nothing in this clause shall be taken to limit an employee's entitlements under Workers Compensation legislation.

SECTION 2 - MODE of EMPLOYMENT

10. BASIS OF EMPLOYMENT

10.1. The Committee may employ persons on a full time, regular part time, sessional or casual basis. Fulltime and part time employees may also be engaged on continuing or fixed term basis ..

10.2. On engagement, a full time or part time employee must, and where practicable a casual employee will, be given written notification by the Committee of:

10.2.1. the salary and classification of the position to which the employee is appointed.

10.2.2. the hours of duty and times of attendance.

10.2.3. the terms and conditions of employment applicable to the employee.

10.2.4. a job description for the position, setting out the duties of and skills required for the position

10.2.5. their immediate supervisor.

Any agreed variation to the above written terms will be confirmed in writing.

10.3. Regular part-time employment.

10.3.1. A regular part-time employee is entitled to all the provisions of this Agreement, but calculated on a pro rata basis.

10.3.2. Provided that where a part-time employee is employed under a classification set out in Schedule 2B ("SACS award") and prior to the lodgement of this Agreement that employee had a contract which provided that they be paid a 25% loading without entitlement to sick leave or annual leave, that employee may:

10.3.2.1. elect to continue that arrangement in which case clause 10.3.1 shall not apply in respect of annual leave and sick leave, or

10.3.2.2. elect in writing to convert to the provision of clause 10.3.1 in which case the employee will accrue entitlements to annual leave and sick leave from the date of such written election, and will be paid at the ordinary hourly rate without the 25% loading.

10.4. Fixed-term employment

10.4.1. A fixed term employee may be employed on either a full or regular part time basis.

10.4.2. All the provisions of this Agreement apply to fixed-term employees for the duration of their employment.

10.4.3. On engagement, a fixed-term employee, must be given in addition to information referred to in clause 10.2, written notification of the date on which the employment is to commence and the date on which the employment is to terminate.

10.4.4. The use of fixed-term employment shall be limited to employment in the following circumstances:

10.4.4.1. Where the position is funded from a specific purpose grant for a project of limited duration

10.4.4.2. Where the position is vacant as a result of an employee's absence on Long Service Leave, Leave Without Pay, Maternity Leave or while filling any other short-term vacancy;

10.4.4.3. Where the practicality of permanently filling a newly-created position is dependent on reaching specifically defined targets in relation to course participation or revenue generation.

10.4.5. Provided that no position can be filled for more than 5 years on a fixed-term basis. This includes a position replacing any other position with substantially similar duties.

10.4.6. At least one month prior to the expiry of a period of fixed-term employment the employee will be advised of the employer's intention to renew, or not to renew employment upon the expiry of the

contract. Failure to provide notice in accordance with this clause shall entitle the employee to payment in lieu of notice on termination.

10.4.7. An employee who has been employed continuously on a fixed-term basis for five years with the same employer is deemed to be a continuing employee.

10.4.8. An employee who has been employed on a fixed-term basis, whose position is required, after the expiration of the period of fixed term employment, must be renewed if the position is required for a further fixed term and provided the service of the employee has been satisfactory.

10.4.9. Where a fixed-term position is converted to an ongoing position the incumbent, if employed in that position for at least 12 months, is deemed, at the expiry of the fixed term to be a continuing employee.

10.5. Casual Employment

10.5.1. A casual employee shall be engaged for a minimum of three consecutive hours on each occasion, provided that a casual tutor/teacher may be engaged for a minimum period of two hours if classified at Tutor 2 or 3, and one hour if classified at Tutor 1, and a childcare worker may be engaged for a minimum of one hour.

10.5.2. A casual employee shall be paid for such hours worked at a rate equal of 1/38th of the appropriate weekly rate plus a loading of 25% for ordinary working hours without entitlement to sick leave or annual leave.

10.5.3. Caring responsibilities – Casual employee

10.5.3.1. Subject the provision of appropriate supporting evidence, (e.g. Medical Certificate etc), a casual employee is entitled to not be available to attend work, or to leave work:

10.5.3.1.1. if they need to care for members of their immediate family or household who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child; or

10.5.3.1.2. upon the death of an immediate family or household member.

10.5.3.2. The employer and the casual employee shall agree on the period for which the casual employee will be entitled to not be available to attend work. In the absence of agreement, the casual employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.

10.5.3.3. An employer must not fail to re-engage a casual employee because the casual employee accessed the entitlements provided for in this clause.

10.6. Additional Conditions Applying to Casual Teaching and Tutorial Staff

10.6.1. A Casual Tutor or Casual Teacher, as defined at Schedule 2D of this agreement may be engaged to deliver a specific Adult and Community Education program that has a set commencement date and a set completion date, set hours of work and no guarantee of continuing employment after the completion date.

10.6.2. A Casual Teacher or Casual Tutor shall be classified in accordance with this agreement.

10.6.3. A Casual Teacher or Casual Tutor shall not be entitled to payment for any of the holidays prescribed by clause 28 unless the employee is required to work on such a day and shall not be entitled to paid leave of any kind.

10.6.4. Associated Duties. On appointment of a casual tutor, the employer shall specify in writing the expectations regarding the amount and nature of any associated duties such as administration, assessment or consultation which are expected to be performed outside delivery contact hours.

10.6.5. A Tutor 1 is not normally required to perform any significant administration, assessment or consultation in conjunction with delivery. A casual Tutor 1 shall therefore be paid all hours required to be worked at the hourly casual rate. Any occasional work outside contact hours will be recorded and paid at the same rate.

10.6.6. A Tutor 2 may be required to perform some administration, and consultation in association with each contact hour of delivery. It is agreed that the extent of associated duties varies considerably and that tutors at this level are not necessarily required to perform significant associated duties.

10.6.6.1. Casual Hourly Rate. For a Tutor 2, the casual hourly rate will be calculated as follows:

10.6.6.1.1. Hourly rate: annual salary divided by 261 plus 25%, then divided by 7.6

10.6.6.1.2. A record must be kept by the employee of hours actually worked as required, whether at the workplace or otherwise, including any incidental approved administration and consultation.

10.6.7. A Tutor 3/Teacher will be required to perform significant regular administration, assessment and consultation in association with each contact hour of delivery. There are two options for the calculation of casual rates for Tutor 3 employees, and the option to be used will be determined on appointment of the employee (clause 10.6.4), depending on the extent of associated duties required in addition to delivery.

10.6.7.1. **Casual Contact Rate – Tutor 3/Teacher.** The casual contact rate is calculated on the basis that each contact hour of delivery by a tutor shall count as 1.5 hours worked and shall include administration and consultation associated with that delivery. The calculation is as follows:

10.6.7.1.1. Daily rate: annual salary divided by 261 plus 25%

10.6.7.1.2. Hourly rate: daily rate divided by 5

10.6.7.2. **Casual Hourly Rate.** Where administration and consultation is not normally required to be associated with delivery by a Tutor 3, the casual hourly rate will be calculated as follows:

10.6.7.2.1. Hourly rate: annual salary divided by 261 plus 25%, then divided by 7.6

10.6.7.2.2. Where the casual hourly rate method is used, a record must be kept by the employee of hours actually worked, whether at the workplace or otherwise, including any incidental approved administration and consultation.

10.7. Sessional Employment

This clause applies only to tutors and teaching staff members.

10.7.1. A sessional employee is an employee engaged to work on a full-time or part-time basis for a specified period or periods of not less than four weeks or more than forty weeks in any calendar year.

10.7.2. A sessional employee will be paid at the same rate and be entitled to the same conditions as those prescribed for a full-time or part-time teacher with the same qualifications, experience and teaching load.

10.7.3. On termination of a sessional engagement, an employee may elect to be paid out accrued annual leave entitlements or have the employer preserve them for use during a subsequent sessional engagement; provided that where the leave is not taken within 12 months of it accruing, or the employee is not re-engaged within eight weeks, the accrued entitlement will be paid out.

10.7.4. Subject to the employee's satisfactory conduct and performance, where an equivalent position will exist at the expiry of the employee's period of engagement, the employer will offer a further engagement to the employee.

10.7.5. Where practicable, notice of re-engagement will be given at least two weeks prior to the expiry of the current engagement and the employee will give one week's notice of acceptance to the employer.

10.8. Job Share

10.8.1. The employer shall not unreasonably refuse requests from employees who wish to enter into job share arrangements. Such requests will be dealt with on a case by case basis by the nominated representative of the employer.

10.9. Work Site Location

10.9.1. Each employee upon engagement shall be allocated a nominated worksite as a starting point that shall be the point of commencement of his/her daily duty. Any change in the starting point shall be by agreement.

10.9.2. Where an employee is required to commence the day's work at a site different to their nominated worksite, and where this requires extra travelling time of more than fifteen minutes above the usual

commuting time to the usual nominated worksite, such extra travelling time will count as ordinary time worked.

- 10.9.3. By agreement only, an employee may relocate his/her place of employment on a permanent or temporary basis, provided that an agreed amount is paid to the employee by way of compensation for any costs incurred as a result of relocation (e.g. additional travel, housing costs) and that all cases of disadvantage are compensated in an agreed manner.

10.10. Term Only Employment - Childcare

- 10.10.1. An employee in an out-of-school hours care service, or other childcare program that is funded to operate during defined school term times may be employed as a term-time employee to work:

10.10.1.1. only the school education weeks of the year as defined;

10.10.1.2. an average of 38 ordinary hours per week of the school education year; or

10.10.1.3. less than an average of 38 hours per week of the school education year.

- 10.10.2. All entitlements for term-time employees are no less than those for non term-time employees, except that no ordinary wages are payable for the weeks the employee is not engaged to work.

- 10.10.3. Notwithstanding clause 10.10.2 non-engaged periods count as service for the purposes of accrual of paid annual and personal/carer's leave and wage increments.

- 10.10.4. Where a public holiday falls on a day on which a term-time employee is normally employed to work, the employee will be paid at the ordinary hourly rate of pay for the number of hours they would ordinarily have worked on that day.

- 10.10.5. Annual leave is exclusive of any public holiday which may occur during the period of leave provided the employee would have ordinarily been required to work on the day on which the public holiday falls.

- 10.10.6. Nothing in this clause prevents an employee in a preschool or kindergarten from being employed other than as a term-time only employee.

- 10.10.7. Where a person employed as at the date of making this award is employed on a contract which provides for payment of salary during non-term times or is employed under an award-based transitional instrument which provides for such payments the provisions of this clause will not have the effect that their contract of employment is changed as a result of this award coming into operation.

- 10.10.8. The making of this agreement is not intended to prevent other arrangements for staff, who are not required to work during non-term weeks, to be agreed between the employer and majority of employees in a preschool, kindergarten or out-of-school hours care service.

SECTION 3 - SALARIES AND CLASSIFICATION

11. CLASSIFICATION STRUCTURE

- 11.1. The classification structure is contained in Schedule 2 of this Agreement.

- 11.2. Where a position requires a specific professional qualification it will be stipulated in the position description.

11.3. Classification Process

11.3.1. New and redesigned positions

- 11.3.2. New positions will be classified by a Classification Panel consisting of two nominated representatives of the employer.

- 11.3.3. The process used by the panel shall be as follows:

- 11.3.3.1.** The position description will be written in consultation with the occupant of the position (if the position is not vacant) and the supervisor of the position. When the occupant and supervisor are agreed on content of the proposed Position Description it shall be referred to the Coordinator (or in the case of the Coordinator position, the Chairperson or delegated nominee) for approval. Where the supervisor and occupant are not in agreement the Committee of Management shall determine the issue and the approved position description shall be provided to the Classification Panel. A copy shall be provided to the occupant of the position in question.
- 11.3.3.2.** Evaluation of the new position against the classification descriptors will be carried out using the Position Description and the Classification Descriptors as appearing in Schedule 2 of this agreement.
- 11.3.4. Position review resulting from an application for review by an incumbent**
- 11.3.5.** Where the position is being reviewed as a result of an application for a review being forwarded in writing by the occupant of the position, the procedures as per 11.3.3.1 and 11.3.3.2 above shall be completed within ten working days of the Coordinator (or in the case of the Coordinator position, the Chairperson or delegated nominee) of the organisation receiving a request from an employee for a classification review.
- 11.3.6.** The employee will be advised in writing by the Coordinator (or in the case of the Coordinator position, the Chairperson or delegated nominee) of the decision of the Classification Panel, and the reasons for the decision, within an additional ten working days of the Classification Panel being convened.
- 11.3.7.** If an occupant of a position disputes the classification level determined by the above process, the employee may initiate the Disputes Procedure of this Agreement, in which case the position shall be re-evaluated by an agreed independent evaluator trained in the use of Classification Evaluation. The Coordinator (or in the case of the Coordinator position, the Chairperson or delegated nominee) shall then determine the matter by applying the findings of the independent evaluator.
- 11.3.8.** In all instances of reclassification of an incumbent's position:
- 11.3.8.1.** The operative date of the reclassification shall be ten days from the date the position description is agreed by the incumbent and the employee's supervisor, or in cases where the Position Description is not agreed and reclassification occurs, the reclassification shall date from ten days after the date of the employee's written request for a classification review;
- 11.3.8.2.** The incumbent shall be appointed to the reclassified position.
- 11.3.8.3.** In the case of a lower classification being determined, the classification shall date from ten working days after the position description was agreed/signed or acknowledged by the employee and the employee was notified of the lower classification being evaluated by the Classification Panel, whichever date is the later. The employee will be placed on income maintenance until such time as the employee's rate of pay is equalled or is exceeded by salary movements for the new classification.
- 11.4. Salary Rates and Classification**
- 11.4.1.** All employees will be paid a salary in accordance with Schedule 3 as appropriate and shall be classified in accordance with the descriptors appearing at Schedule 2 as appropriate.
- 11.5. Incremental Progression**
- 11.5.1.** Progression from one level to the next within a classification is subject to an employee meeting the following criteria:
- 11.5.1.1.** competence at the existing level;
- 11.5.1.2.** 12 months experience at that level (or in the case of childcare employees employed in accordance with Schedule 3C for 19 hours or less per week, 24 months' experience) and in-service training as required; and
- 11.5.1.3.** demonstrated ability to acquire the skills which are necessary for advancement to the next pay point level.
- 11.5.2.** Where an employee is deemed not to have met the requisite competency at their existing level at the time of appraisal, his/her incremental progression may be deferred for periods of three months at a time provided that:
- 11.5.2.1.** the employee is notified in writing as to the reasons for the deferral;

11.5.2.2. the employee has, in the twelve months leading to the appraisal, been provided with in-service training required to attain a higher pay point; and

11.5.2.3. following any deferral, the employee is provided with the necessary training in order to advance to the next level.

11.5.3. Where an appraisal has been deferred for operational reasons beyond the control of either party, and the appraisal subsequently deems the employee to have met the requirements under this clause, any increase in wage rates will be back paid to the 12 month (or 24 month) anniversary date of the previous incremental progression.

11.5.4. An employee whose incremental advancement has been refused or deferred may seek to have the decision reviewed by lodging a written request through the dispute resolution procedure in clause 8 of this agreement. If the review is successful, then the incremental advancement will be backdated to the original due date. The review process must be completed within two months of the request for the review being made.

12. CLASSIFICATION OF TUTOR/TEACHER EMPLOYEES

12.1. Tutor and Teacher employees shall be classified in accordance with the definitions set out in Schedule 2 D, and paid at the rates shown in Schedule 3 D. It is noted that historically tutors and teachers' rates of pay were not regulated by an award and that a variety of arrangements existed.

12.2. This agreement replaces the *Neighbourhood Houses and Learning Centres Workplace Agreement 2007*, and the *Neighbourhood Houses & Adult Community Education Collective Agreement 2008* which established new classification definitions and rates of pay. This agreement modifies those arrangements, in conjunction with the classification structure set by the *Educational Services (Post-Secondary Education) Award 2010*.

12.3. The parties agree that the pay rates set by this agreement are minimum rates and that, in accordance with clause 38, no individual shall suffer a loss of pay as a result of this agreement. Nothing in this agreement shall prevent the payment of higher rates where the employer agrees to do so for reasons such as local labour market competition or skill shortages.

12.4. Mixed Function Appointments

12.4.1. A person engaged on a fixed term or continuing basis to provide administrative or other non teaching or tutor duties and is also required to provide instruction to students shall have their non-teaching workload determined by the employer in consultation with the employee.

12.4.2. A teacher or tutor's administrative or non-teaching duties should be appropriate to the skill level for the classification of the relevant teaching or tutoring duties.

12.5. Position of Responsibility Allowance for Teachers and Tutors

12.5.1. A Position of Responsibility allowance is payable to a Teacher or Tutor who is required to coordinate a course or program when, in addition to the provisions of clauses 12.4 the Coordinator of the employing organisation is in receipt of a salary equivalent to, or in excess of, that payable to an employee classified at Level 6 in accordance with schedule 3A of this agreement.

12.5.2. The allowance will be the difference between the teachers' or the tutors' actual salary and the rate of pay for a person classified at Level 6 increment 1, in accordance with this agreement.

12.5.3. On re-allocating the position of responsibility duties to another employee or in the event that the duties are no longer required to be performed, the teacher/tutor will cease to be entitled to the allowance.

13. PAYMENT OF WAGES

13.1 It is not the intent of this clause to change any existing payment of wages arrangement in existence at the date of registration of this agreement.

13.2 Wages shall be paid fortnightly in each pay week, normally by electronic funds transfer except where mutually agreed to pay by cheque.

- 13.3 Wages shall be paid during working hours on a week day being not more than five days following the end of the pay period. Provided that this clause shall not apply if an employer makes a practice of allowing advances to his/her employees approximating wages due.
- 13.4 Upon termination of employment, wages due to an employee shall be paid on the date of such termination, or forwarded by post, or transferred by electronic funds transfer to the employee's nominated bank account, on the next working day of the payroll administration staff.
- 13.5 An employer may deduct from amounts due to an employee such amounts as are authorised in writing by such employee.
- 13.6 On or prior to pay day an employer shall state to the employee in writing the total amount of wages to which he/she is entitled, superannuation, the amount of overtime therein, details of any deductions made there-from and the net amount being paid to the employee.

14. WAGE INCREASES

14.1 Agreed Increases.

- 14.1.1 The wages payable on the commencement of the Agreement are set out in Schedule 3.
- 14.1.2 It is agreed that the rates which applied at 31 December 2009 will be increased by a minimum of 3% payable from the first full pay period on or after 1 July 2010, and by a further 2% from the first full pay period on or after 1 December 2010, as set out in Schedule 3.

14.2 Modern Award Increases and Equal Remuneration Orders.

- 14.2.1 The parties acknowledge that any increases in the pay rates under the relevant modern awards will be payable as required by the *Fair Work Act 2009*.
- 14.2.2 It is agreed that any increases pursuant to clause 14.2.1 will be absorbed into the rates arising from the agreed increases which are set out in Schedule 3.
- 14.2.3 It is agreed that in the event of modern award pay increases awarded by Fair Work Australia that result in rates of pay higher than those set out in Schedules 3A - D at the relevant time, a new schedule of pay rates (pay tables) may be required in order to assist the parties to meet their obligations under the *Fair Work Act 2009*.
- 14.2.4 The relevant modern award for employees classified in accordance with Schedule 2B is the *Social, Community, Home Care and Disability Services Industry Award 2010*.
- 14.2.5 FWA Decision of 4th December, 2009 (*Decision/Award Modernisation (AM2008/24, 35, 41, 64-92 and AM2009/10) 4th December, 2009 Paragraph [80]*), delays the operative date for the implementation of the Modern Award classifications and wages until 1st July, 2011 in respect to employees previously covered under the *Social & Community Services – Victoria – Award 2000*, and to whom Schedules 2B and 3B of this Agreement apply.
- 14.2.6 The delay in the implementation of the operative date was granted to permit the ASU equal remuneration order application made pursuant to Part 2.7 of the *Fair Work Act 2009* to establish new wage rates based on pay equity/work value grounds, to be heard by FWA. The ASU application was lodged with Fair Work Australia on 11th March, 2010. If successful, the Equal Remuneration Order will over-ride the award if it provides better remuneration outcomes.
- 14.2.7 To avoid doubt, it is agreed that the wage rates specified in Schedule 3B provided for under the terms of this agreement shall be increased to be no less than the rates set by any Equal Remuneration Order determined by FWA.
- ##### **14.2.8 Revised Pay Tables**
- 14.2.8.1 It is agreed that Association of Neighbourhood Houses and Learning Centres Inc., and Adult and Community Education (Victoria) Inc. will act on behalf of the parties to this agreement to produce any revised pay tables, in consultation with the Unions, and taking account of any relevant external source of advice such as Jobs Australia Ltd, and that
- 14.2.8.2 Any dispute regarding the production of revised pay tables may be resolved in accordance with the Dispute Settlement Procedures in clause 8 of this Agreement.

15. REMUNERATION PACKAGING

- 15.1 Where mutually agreed between the employer and a full-time or part-time individual employee, an employer may introduce remuneration packaging in respect of salary. The terms and conditions of such a package shall not, when viewed objectively, be less favourable than the entitlements otherwise available under this agreement.
- 15.2 The rate of pay as set out in the relevant Schedule (3A-D) shall be used as the basis for the agreed package.
- 15.3 Notwithstanding the remuneration packaging arrangement, the individual's salary as provided in Schedule 3A, 3B, or 3C of this agreement will be used in determining termination payment entitlements (including annual leave and long service leave entitlements) and superannuable salary.
- 15.4 Any salary increases, which are granted to employees under this agreement, shall also apply to the employee who enters into salary packaging arrangements in accordance with this clause.
- 15.5 The employer will:
- 15.5.1 confirm in writing to the employee the current salary payable to the employee under this agreement;
- 15.5.2 advise the employee, in writing of his/her right to choose payment of that salary referred to in the above paragraph instead of utilising salary packaging;
- 15.5.3 advise the employee, in writing, that all the conditions of this agreement, other than the salary, will continue to apply;
- 15.5.4 advise the employee, in writing, that he/she should seek independent financial advice prior to entering into a salary packaging arrangement.
- 15.6 Notwithstanding the above provisions, in the event that changes in legislation, determinations or rulings, particularly in respect of an employer's Fringe Benefits Tax exempt status in the case of a Public Benevolent Institution, remove the employer's capacity to maintain the salary packaging arrangements offered to employees under this agreement, the employer shall be entitled to withdraw from the remuneration packaging arrangements by giving the maximum reasonable notice practicable to each affected employee, and where possible at least two months prior to the withdrawal taking place.

16. SUPERANNUATION

- 16.1 The employer shall comply with all obligations relating to payment of occupational superannuation as provided for under 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 and associated Regulations.
- 16.2 Fund shall mean a Victorian Public Sector Defined Benefit Scheme or the Health Employees Superannuation Trust of Australia (HESTA) or Health Super or any approved fund, which meets the requirements of the Superannuation Industry (Supervision) Act 1993 as a complying fund for occupational superannuation.
- 16.3 Subject to the provisions of clauses 16.4 and 16.5, the employer shall contribute to the fund for every employee who earns a minimum of \$450 gross per month at the rate determined by the legislation referred to at clause 16.1.
- 16.4 Where an employee is employed under a classification set out in Schedule 2B ("SACS award"), the employer shall contribute 3% of ordinary pay monthly to the fund for all employees who earn less than \$450 gross per month excluding intermittent employees that is employees engaged on a recurring basis in relieving work or work of a casual nature and whose continuous employment does not exceed four weeks and whose remuneration does not exceed \$3,000 per annum.

16.5 Where an employee is employed under a classification set out in Schedule 3C ("CS Award"), the employer shall make superannuation contributions in accordance with legislation for all employees who earn less than \$450 gross per month, excluding employees with less than three months service.

16.6 Default fund

The employer shall provide each employee and each new employee upon commencement of employment with information on the funds. The employee shall then have 28 days to complete the information required, the employer shall then forward the employee's details to the employee's choice of fund. In the event that the employee does not select a fund of their choice, the employer will then forward superannuation contributions to the default fund. The default fund for the purposes of this Agreement is HESTA or such other fund as determined by the employer at the time of registration of this agreement.

16.7 Voluntary employee contributions

An employee may make additional voluntary contributions to their chosen fund from their salary and on receiving written authorisation from the employee the employer must commence making contributions to the fund in accordance with the Superannuation Industry Supervision Legislation (SIS).

16.8 Absence from work

16.8.1 Paid leave

Subject to the Trust Deed of the fund of which the employee is a member, contributions shall continue whilst a member of the fund is absent on paid leave such as annual leave, long service leave, public holidays, jury service, sick leave and bereavement leave.

16.8.2 Unpaid leave

Contributions shall not be required to be made in respect of any absence from work without pay.

16.9 Work related injury and sickness

In the event of an eligible employee's absence from work due to work related injury or sickness, contributions will continue for the period of the absence provided that the member of the fund (employee) is receiving payments pursuant to workers' compensation legislation and in accordance with the provisions of the Agreement dealing with accident pay (clause 21 - Accident make-up pay).

SECTION 4 - MANAGING CHANGE, TERMINATION and REDUNDANCY

17. MANAGEMENT OF CHANGE

17.1 When management proposes a 'significant change' to work organisation it must first consult with the affected employees about the need for change, the development of any necessary change process, and any specific change proposals.

17.2 The consultation process shall ensure that all relevant employees and any consultative committee shall be consulted prior to any final decision about whether change should proceed, and within a timeframe that provides a genuine opportunity for the affected employees to respond to the change proposals.

17.3 For the purposes of clause 17.1 "significant change" shall mean and include any change in:-

- the composition, operation or size of the employer's workforce / staff, including any change in the career structure, mode of employment or promotional opportunities available to staff;
- any change in the skills required;
- the elimination of or diminution of job opportunities;
- alteration to the hours of work;
- the need for retraining and/or transfer of staff to another work location;
- the restructuring of job/s and/or the contracting out of any particular service or activity currently performed by the employee.

17.4 Negotiation about implementing change

17.4.1 If a decision is taken to proceed with a change proposal the management must discuss the implementation of that change with the effected employees, particularly where the change is likely to have an impact on the work, conditions or career prospects of employees. The affected employees are entitled to representation in these negotiations.

17.4.2 Such discussions should include means of avoiding detrimental outcomes for affected employees and may involve an agreement related to redeployment (particularly in the case of potential redundancy), relocation and/or retraining.

Where changes are likely to lead to position(s) becoming redundant, the employer shall comply with the provisions for redundancy prescribed in this agreement.

18 TERMINATION OF EMPLOYMENT

18.1 Notice of termination by employer

18.1.1 In order to terminate the employment of an employee, four weeks' written notice shall be given by the employer, except that in the case of termination of employment of an employee during the minimum employment period the notice period shall be one week.

18.1.2 In addition to the notice in 18.1.1 employees over 45 years of age at the time of the giving of the notice with not less than two years continuous service are entitled to an additional week's notice.

18.1.3 Payment in lieu of the prescribed notice in 18.1.1 and 18.1.2 must be made if the appropriate notice period is not required to be worked. Provided that employment may be terminated by the employee working part of the required period of notice and by the employer making payment for the remainder of the period of notice.

18.1.4 The required amount of payment in lieu of notice must equal or exceed the total of all amounts that, if the employee's employment had continued until the end of the required period of notice, the employer would have become liable to pay to the employee because of the employment continuing during that period. That total must be calculated on the basis of:

18.1.4.1 the employee's ordinary hours of work (even if not standard hours); and

18.1.4.2 the amounts ordinarily payable to the employee in respect of those hours, including (for example) allowances, loading and penalties; and

18.1.4.3 any other amounts payable under the employee's contract of employment.

18.1.5 The period of notice in this clause does not apply:

18.1.5.1 in the case of dismissal for serious misconduct;

18.1.5.2 to employees engaged for a specific period of time or for a specific task or tasks;

18.1.5.3 to trainees whose employment under a traineeship agreement or an approved traineeship is for a specified period or is, for any other reason, limited to the duration of the agreement; or

18.1.5.4 to casual employees.

18.1.6 'Continuous service' is defined as all periods of:

18.1.6.1 part time, full time and/or casual employment with the employer; and/or

18.1.6.2 service with another employer which has been recognised as service for the purposes of calculating Long Service Leave entitlements.

18.1.6.3 Provided:

18.1.6.3.1 that there is no break in the continuity of such service that exceeds three (3) months

18.1.6.3.2 that any period of approved leave with or without pay does not constitute a break in the continuity of service.

18.2 Notice of termination by an employee

18.2.1 The notice of termination required to be given by an employee is the same as that required of an employer, save and except that there is no requirement on the employee to give additional notice based on the age of the employee concerned.

18.2.2 If an employee, without the express agreement of the employer, fails to give the notice specified in 18.2.1 the employer is not obliged to make payment in lieu of the balance of the notice period that was not worked. No deduction may be made from wages owing or accrued entitlements.

18.3 Job search entitlement

Where an employer has given notice of termination to an employee, an employee shall be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off shall be taken at times that are convenient to the employee after consultation with the employer.

18.4 Transmission of business

18.4.1 Where a business is transmitted from one employer to another, as set out in clause 19.7 - Redundancy, the period of continuous service that the employee had with the transmittor or any prior transmittor is deemed to be service with the transmittor and taken into account when calculating notice of termination.

18.4.2 However, an employee shall not be entitled to notice of termination or payment in lieu of notice for any period of continuous service in respect of which notice has already been given or paid for.

19. REDUNDANCY

19.1 Definitions

19.1.1 **Acceptable alternative employment** is employment in which the terms and conditions are substantially similar and no less favourable, considered on an overall basis, than the terms and conditions applicable to the employee at the time of ceasing employment and which recognises the period of continuous service which the employee had with the employer to be continuous service of the employee.

19.1.2 **Business** means the business of the employer (including externally funded programs) or occupation as conducted by the employer who is a respondent to this Agreement and includes part of any such business.

19.1.3 **Redundancy** occurs where an employer has made a definite decision, due to operational requirements, that the employer no longer wishes the job the employee has been doing done by anyone and that decision leads to the termination of employment of the employee, except where this is due to the ordinary and customary turnover of labour.

19.1.4 **Small employer** means an employer who employs fewer than 15 employees, including long term casuals, as defined by Section 23 of the *Fair Work Act*.

19.1.5 **Transmission** includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and transmitted has a corresponding meaning.

19.1.6 **Week's pay** means the ordinary time rate of pay for the employee concerned provided that such rate shall exclude:

- overtime;
- penalty rates;
- disability allowances;
- shift allowances;

- special rates;
- fares and travelling time allowances;
- bonuses; and
- any other ancillary payments of a like nature.

19.2 Process

Prior to any final decision regarding redundancy, the employer will consult with potentially affected staff in accordance with clause 17 of this Agreement

Transfer to lower paid duties

Where an employee is transferred to lower paid duties by reason of redundancy the same period of notice must be given as the employee would have been entitled to if the employment had been terminated. The employer may, at the employer's option, make payment in lieu thereof of an amount equal to the difference between the former ordinary rate of pay and the new ordinary time rate for the number of weeks of notice still owing.

19.3 Severance pay

19.3.1 Severance pay – other than employees of a small employer

An employee, other than an employee of a small employer whose employment is terminated by reason of redundancy is entitled to the following amount of severance pay in respect of a period of continuous service:

Period of continuous service	Severance pay
Less than 1 year	Nil
1 year and less than 2 years	4 weeks' pay*
2 years and less than 3 years	6 weeks' pay
3 years and less than 4 years	7 weeks' pay
4 years and less than 5 years	8 weeks' pay
5 years and less than 6 years	10 weeks' pay
6 years and less than 7 years	11 weeks' pay
7 years and less than 8 years	13 weeks' pay
8 years and less than 9 years	14 weeks' pay
9 years and over	16 weeks' pay

* Week's pay is defined in 19.1.6

19.3.2 Severance pay – employees of a small employer

An employee of a small employer whose employment is terminated by reason of redundancy is entitled to the following amount of severance pay in respect of a period of continuous service:

Period of continuous service	Severance pay
Less than 1 year	Nil
1 year and less than 2 years	4 weeks' pay*
2 years and less than 3 years	6 weeks' pay
3 years and less than 4 years	7 weeks' pay
4 years and over	8 weeks' pay

* Week's pay is defined in 19.1.6

19.3.3 Provided that the severance payments shall not exceed the amount which the employee would have earned if employment with the employer had proceeded to the employee's normal retirement date.

19.3.4 Continuity of service shall be calculated in the manner prescribed by clause 18.1.6

19.4 Employee leaving during notice period

An employee given notice of termination in circumstances of redundancy may terminate his/her employment during the period of notice set out in clause 18.1 - Notice of Termination. In this circumstance the employee will be entitled to receive the benefits and payments they would have received under this clause had they remained with the employer until the expiry of the notice, but will not be entitled to payment in lieu of notice.

19.5 Alternative employment

19.5.1 An employer, in a particular redundancy case, may make application to FWA to have the general severance pay prescription varied if the employer obtains acceptable alternative employment for an employee.

19.5.2 This provision does not apply in circumstances involving transmission of business as set in 19.7.

19.6 Job search entitlement

19.6.1 During the period of notice of termination given by the employer in accordance with 18.1, an employee shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.

19.6.2 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 he or she shall not receive payment for the time absent. For this purpose, a statutory declaration will be sufficient.

19.6.3 The job search entitlements under this subclause apply in lieu of the provisions of 18.3.

19.7 Transmission of business

19.7.1 The provisions of this clause are not applicable where a business is before or after the date of this Agreement, transmitted from an employer (in this subclause called the transmittor) to another employer (in this subclause called the transmittee), in any of the following circumstances:

19.7.1.1 Where the employee accepts employment with the transmittee which recognises the period of continuous service which the employee had with the transmittor and any prior transmittor to be continuous service of the employee with the transmittee; or

19.7.1.2 Where the employee rejects an offer of employment with the transmittee:

- o in which the terms and conditions are substantially similar and no less favourable, considered on an overall basis, than the terms and conditions applicable to the employee at the time of ceasing employment with the transmittor; and
- o which recognises the period of continuous service which the employee had with the transmittor and any prior transmittor to be continuous service of the employee with the transmittee.

19.8 Employees exempted

19.8.1 This clause does not apply to:

19.8.1.1 employees terminated as a consequence of serious misconduct that justifies dismissal without notice;

19.8.1.2 probationary employees;

19.8.1.3 trainees;

19.8.1.4 employees engaged for a specific period of time or for a specified task or tasks; or

19.8.1.5 casual employees.

- 19.8.2 Provided that clause 19.8.1.4 shall not exempt employees whose continued employment is dependent on recurrent Government or other funding periods from an entitlement to receive a redundancy payment in accordance with clause 19 in the event that such funding ceases.

19.9 Redundancy disputes

- 19.9.1 Paragraphs 19.9.2 and 19.9.3 impose additional obligations on an employer where an employer contemplates termination of employment due to redundancy and a dispute arises (a redundancy dispute). These additional obligations do not apply to employers who employ fewer than 15 employees.

- 19.9.2 Where a redundancy dispute arises, and if it has not already done so, an employer must provide affected employees and their representatives (if requested by any affected employee) in good time, with relevant information including:

- the reasons for any proposed redundancy;
- the number and categories of workers likely to be affected; and
- the period over which any proposed redundancies are intended to be carried out.

- 19.9.3 Where a redundancy dispute arises and discussions occur in accordance with this clause the employer will, as early as possible, consult on measures taken to avert or to minimise any proposed redundancies and measures to mitigate the adverse affects of any proposed redundancies on the employees concerned.

SECTION 5 - ALLOWANCES

20. ALLOWANCES

The following allowances are payable to an employee in addition to the employee's classification rate.

20.1 Overnight Meals and Accommodation Reimbursement and Incidentals Allowance

Where the employer requires an employee to be absent overnight, due to work commitments, the employee shall be reimbursed the cost of accommodation and meals up to the maximum rates indicated in Schedule 4. In addition the incidentals allowance specified in Schedule 4 shall be payable for each day's absence.

20.2 Meals Allowance

- 20.2.1 Where the employer requires an employee to be absent from his/her designated workplace and travel from the employee's designated workplace in excess of a radius of 100km, the cost of a meal shall be reimbursed up to the maxima as follows:-

- 20.2.1.1 Depart prior to or at 7.00 am and returns to the workplace between 11am and 12 noon, Breakfast Allowance as per schedule 4.

- 20.2.1.2 Depart between 11am and 12 noon and returns to the workplace after 3.00 pm, Lunch Allowance as per schedule 4.

- 20.2.1.3 Depart on or after 3pm and returns to the employee's place of residence or the employee's designated workplace after 7pm, Dinner Allowance as per schedule 4.

- 20.2.2 Payment may be made in advance subject to agreement of the Coordinator of the organisation.

20.3 Travel Allowance

Where the employer requires an employee to travel by public transport the actual cost of the fare will be reimbursed by the employer on production of the ticket for that public transport usage.

20.4 Use of Private Motor Vehicle for the Business of the Employer

20.4.1 An employee may use their private motor vehicle for work-related travel only with the prior approval of the employer.

20.4.2 Where a private motor vehicle is being used in the performance of duties the employee shall be paid in accordance with the Private Vehicle Reimbursement Rates as prescribed by schedule 4.

20.5 Telephone Allowance

Where an employer requires an employee to install and/or maintain a telephone for the purpose of being placed on 'on-call', (as defined in clause 20.8 On-call allowance), the employer shall reimburse an agreed proportion of the installation costs and subsequent regular rental charges on production of receipted accounts.

20.6 First Aid Allowance

Where an employer appoints an employee to act as a first aid person pursuant to the Victorian WorkCover Authority's "Code of Practice (No. 18) First Aid in the Workplace", and such employee has undertaken a first aid course and is the holder of a current recognised first aid qualification such as a certificate from the St John's Ambulance, the Australian Red Cross or similar body, the employer shall pay the employee a weekly allowance as shown at schedule 4.

20.7 Higher Duties Allowance

20.7.1 Where an employee is authorised to perform the duties of a position classified above the level of his/her position for a period longer than five consecutive working days he/she must be paid a higher duties allowance from the date of assignment. The allowance will increase the remuneration and entitlements to the salary applying to the first level of the level of the higher position.

20.7.2 An employee in receipt of a higher duties allowance at the time of commencement of sick leave, annual leave, or accident compensation leave will continue to be paid that allowance until the notified period of assignment expires, or the incumbent returns, whichever occurs first.

20.7.3 An employee who has been in receipt of a higher duties allowance for a period exceeding twelve months, either continuously or in aggregate, is entitled to an increase in the allowance equivalent to the increments appropriate to the higher position.

20.7.4 Allowances paid under this clause shall be regarded as salary for the purposes of calculating payment for overtime worked during the period of assignment.

20.7.5 An employee who has been in receipt of a higher duties allowance for a period exceeding twelve months immediately prior to commencing Long Service Leave must be paid that allowance during the period of such leave.

20.8 On-Call Allowance

20.8.1 An employee required by the employer to be on-call (i.e. available to be recalled for duty, for the provision of support, information and/or guidance to clients and workers) shall be paid an allowance in accordance with Schedule 4 of this agreement in respect to any 24 hour period or part thereof during which the employee is on-call.

20.8.2 The on-call allowance provides compensation for the requirement that the employee modify their after hours activities in the reasonable expectation that they are likely to be called to provide support, information and/or guidance. On call allowance is not payable where an employee is simply listed as an emergency contact but there is no expectation of regular contacts and therefore no specific requirement that the employee modify their after hours activities in order to be available for provision of support, information and/or guidance.

20.8.3 The allowance shall be increased in accordance with schedule 4 in respect to any other 24 hour period or part thereof or any public holiday or part thereof.

20.9 Re-Call Allowance

- 20.9.1 In the event of an employee being recalled to duty for any period during an off duty period such employee shall be paid from the time of receiving recall until the time of finishing such recall duty with a minimum of one hour's payment for such recall at the following rates:
- 20.9.1.1 Within a spread of twelve hours from the commencement of the last previous period of ordinary duty - time and a half;
- 20.9.1.2 Outside a spread of twelve hours from the commencement of the last previous period of ordinary duty - double time;
- 20.9.1.3 On days observed as public holidays and on Rostered Days Off / TOIL days - double time.
- 20.9.2 Provided that if the employee who is on-call is recalled and does not have an uninterrupted break of six hours between midnight and the time of commencement the next period of ordinary duty he/she shall be entitled to time off of six hours from the time of finishing the last recall and the time of commencing his/her next period of duty without loss of pay.

20.10 Uniforms and Protective Clothing

Where it is necessary that an employee wear a uniform or protective clothing on duty, the employer shall reimburse the employee for the cost of purchasing, laundering and maintaining such clothing. The provisions of this clause do not apply where the clothing is supplied to the employee and is laundered at the expense of the employer.

21. ACCIDENT MAKE-UP PAY

- 21.1 The employer shall pay an employee accident make-up payment where the employee receives an injury for which weekly payment of compensation is payable by or on behalf of the employer pursuant to the provisions of the appropriate Workers' Compensation Act or Ordinance as amended from time to time.
- 21.2 Accident make-up payment means a weekly payment of an amount being the difference between the weekly amount of compensation paid to the employee pursuant to the said appropriate Workers' Compensation Act or Ordinance and the employee's appropriate Agreement rate, or, where the incapacity is for a lesser period than one week, the difference between the amount of compensation and the said Agreement rate for that period.
- 21.3 The employer shall pay, or cause to be paid, accident make-up payment during the incapacity of the employee within the meaning of the said appropriate Act or Ordinance until such incapacity ceases or until the expiration of a period of thirty-nine (39) weeks from the date of injury, payment prescribed shall apply only in respect of an incapacity which results from an injury which is current during the first pay period commencing on or after or which occurs subsequent to that pay period.
- 21.4 The liability of the employer to pay make-up payment in accordance with this clause shall arise as at the date of the injury or accident in respect of which compensation is payable under the said appropriate Act or Ordinance, and the termination of the employee's employment for any reason during the period of any incapacity shall in no way affect the liability of the employer to pay accident make-up payment as provided in this clause.
- 21.5 In the event that the employee receives a lump sum in redemption of weekly payments under the appropriate Act or Ordinance, the liability of the employer to pay accident make-up payment as herein provided shall cease from the date of such redemption.

SECTION 6 - HOURS OF WORK

22. HOURS OF WORK

- 22.1 The ordinary hours of work for each employee must be stipulated pursuant to clause 22.2 or 22.3 on engagement or fixed-term renewal.
- 22.2 Ordinary hours – employees classified in accordance with Schedules 2A and 2B.

- 22.2.1 This clause applies to employees, other than casual tutors and teachers as defined in clause 12, who perform work described by the classification structures contained in Schedule 2A ("PACCT Award"), or Schedule 2B ("SACS Award").
- 22.2.2 Ordinary hours are defined as those hours worked continually, except for meal breaks, on any or all of the days from Monday to Friday (inclusive) between 8.00 a.m. and 6.00 p.m.
- 22.2.3 Notwithstanding clause 22.2.2, an employee may be required to work until 8.00 p.m. up to a maximum of 8 weekdays within a 28 day period without an entitlement to overtime provided that the ordinary hours worked do not exceed the number of hours within the nominated cycle.
- 22.3 **Ordinary hours – employees classified in accordance with Schedule 2C.**
- 22.3.1 This clause applies to employees who perform work described by the classification structure contained in Schedule 2C ("CS Award").
- 22.3.2 Ordinary hours are defined as those hours worked continually, except for meal breaks, on any or all of the days from Monday to Friday (inclusive) between 6.30 a.m. and 6.30 p.m.
- 22.4 **Ordinary hours of work—teachers and tutor/instructors**
- 22.4.1 For the purposes of the NES, the ordinary hours of work for an ongoing or fixed-term contract full-time teacher or tutor are 38 per week [pro-rata for part-time teachers or tutors].
- 22.4.2 The employer will be entitled to annualise the hours of work in such a manner that they are averaged over 12 months, or where the contract of employment is for less than a calendar year, for the period of employment.
- 22.4.3 For the purpose of determining the number of hours worked by a teacher or tutor the following will apply:
- (a) each contact hour of teaching delivery by a Tutor3/Teacher will count as 1.5 hours of work, including administration, assessment and consultation; and
 - (b) each contact hour of delivery by a Tutor 1 or 2 will count as 1.25 hours of work, including administration, assessment and consultation.
- 22.4.4 Where a member of the teaching staff is working annualised hours, the provisions of clause 23 — Overtime will not apply. Save that such an employee will be entitled to an unpaid meal break of not less than 30 minutes after five hours of work
- 22.5 **Fulltime hours.** The ordinary hours of work for any full-time employee can not exceed an average of 38 hours per week over a twelve month period to be worked on one of the following bases:
- | WORK CYCLE (Consecutive Days) | NUMBER OF HOURS |
|-------------------------------|-----------------|
| Not exceeding 7 days | 38 |
| Not exceeding 14 days | 76 |
| Not exceeding 28 days | 152 |
- 22.6 **Meal Breaks**
- An employee shall not be required to work more than five hours continuously without a meal interval of not less than 30 minutes and not more than 60 minutes. Such meal interval shall not be counted as time worked, and the employee shall be free of all duty during such interval.
- 22.7 **Time Off In Lieu (TOIL)**
- The parties agree that there are two distinct circumstances in which an employee may accrue time off in lieu of payment for time worked (TOIL) – TOIL accrued on the basis of flexible working hours and TOIL accrued by working overtime. Different arrangements apply for TOIL accrued by these two different methods.

The procedures for accruing TOIL will be determined at workplace level, taking into account operational requirements and noting that flexible working hours may be an important benefit to staff, in accordance with this agreement.

Flexitime Arrangements (Flex TOIL)

- 22.7.1 Flexibility of hours will be designated in the contract of each employee, and will be in accordance with staffing requirements. This is to ensure service delivery is not negatively affected, and is covered during normal operating hours of the employer.
- 22.7.2 The hours of work for each employee will be set in accordance with their contract of employment and may be varied by agreement with the Employer.
- 22.7.3 Staff may elect, with the agreement of the Employer, to work additional hours as flexible hours and accrue flex time off in lieu of payment (flex TOIL). Flex TOIL accrued at the initiative of the employee as flexible hours are not overtime. If not taken, such flex TOIL will be paid at ordinary hours rates.
- 22.7.4 Flexible extra hours may only be worked within the ordinary spread of hours prescribed by clause 22.2 and 22.3 of this Agreement.
- 22.7.5 Employees are expected to work in a way which ensures adequate service delivery during normal operating hours. It is the responsibility of the employee to ensure that any variation in their hours does not affect the level of service provided to clients.
- 22.7.6 Flex TOIL for flexible hours accrue on an hour for hour basis for the time worked.
- 22.7.7 Flex TOIL for flexible hours may accrue to a maximum of 15.2 hours, unless it is agreed in writing that a higher maximum may accrue including for the purpose of being used during a period of shutdown of the workplace such as at Christmas or other programmed breaks. If no arrangement has been made by the employee to use the accrued Flex TOIL in excess of 15.2 hours or other agreed maximum, the Employer may direct that it be taken at a time of the Employer's choosing, or may authorize that it be paid out. TOIL for flexible hours which is paid out will be at the ordinary time rate.

22.8 Time off in Lieu of Overtime Worked (Overtime TOIL)

- 22.8.1 Where an employee is authorised to work overtime as provided in clause 23 the employee may elect, with the agreement of the Employer, to be credited with Time off in Lieu of payment for such overtime worked (Overtime TOIL).
- 22.8.2 The calculation of overtime TOIL credits shall be in accordance with the overtime penalty rates as referred to at clause 23.4.
- 22.8.3 If no arrangement has been made by the employee to use the accrued overtime TOIL in excess of three (3) days, the Employer may direct that the overtime TOIL credit be reduced to a maximum of three (3) days and is either taken at a time of the Employer's choosing or paid out.

23. OVERTIME

- 23.1 Only authorised overtime shall be worked.
- 23.2 Subject to clause 23.3, an employer may require an employee to work reasonable overtime at overtime rates.
- 23.3 An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable having regard to:
 - 23.3.1 Any risk to employee's health and safety;
 - 23.3.2 The employees' personal circumstances including any family responsibilities;
 - 23.3.3 The need of the workplace or enterprise;

- 23.3.4 The notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and
- 23.3.5 Any other relevant matter.
- 23.4 The following overtime rates shall be paid for all work done:**
- 23.4.1 In excess of a number of hours fixed as a day's, a week's or a fortnight's work as the case may be - time and a half for the first two hours and double time thereafter;
- 23.4.2 Outside a spread of twelve hours from commencement of the last previous rostered period of duty - double time;
- 23.4.3 Outside a spread of nine hours from the time of commencing work by an employee required to work broken shifts - time and one half;
- 23.4.4 Outside a spread of twelve hours from the time of commencing work - double time.
- 23.4.5 Overtime worked on a Sunday – double time.
- 23.5 By agreement with the employer an employee may take the proportionate time off in lieu of payment of such overtime at the appropriate overtime rates as specified in 23.4
- 23.6 When overtime work is necessary it shall, wherever reasonably practicable, be so arranged that employees have at least ten consecutive hours off duty between the work of successive shifts.
- 23.7 An employee who works so much overtime between the termination of his/her last previous rostered ordinary hours of duty and the commencement of his/her next succeeding rostered period of duty that he/she would not have at least ten consecutive hours off duty between those times, shall, subject to this paragraph, be released after completion of such overtime worked until he/she has had ten consecutive hours off duty without loss of pay for rostered ordinary hours occurring during such absences.
- 23.8 An employee who does not receive at least ten consecutive hours off duty between the termination of his/her last previous rostered ordinary hours of duty and the commencement of his/her next succeeding rostered period of duty shall also be subject to the provisions of this clause.
- 23.9 Overtime Meal Breaks and Allowance**
- 23.9.1 An employee required to work more than one hour after their ordinary finishing time shall be paid a meal allowance at the rate shown at schedule 4.
- 23.9.2 When an employee is required to work more than five hours' overtime on a Saturday, Sunday, Public Holiday or on a rostered day off, a meal allowance is payable in accordance with Schedule 4
- 23.9.3 An employee shall be paid a meal allowance in accordance with Schedule 4 when recalled to duty outside of usual working hours for a period in excess of two hours.
- 23.9.4 The provisions of this clause shall not apply where a suitable meal is provided.
- 24. REST PERIODS**
- At times suitable to the employer, two rest periods of ten minutes each shall be given to each employee during each full time period of ordinary rostered hours and shall be counted as time worked.
- 25. PREPARATION TIME FOR CHILDCARE WORKERS**
- 25.1 This clause applies to employees who perform work described by the classification structure contained in Schedule 2C ("CS Award").
- 25.2 A qualified full-time employee at Level 4 or above who is appointed by the employer to be responsible for the planning and implementation of the planned programme for the children in the Centre shall be entitled to two hours per week preparation time. Such time shall be taken at a time agreed by the employer and shall be free from other duties.

SECTION 7 - LEAVE and PUBLIC HOLIDAYS

26. ANNUAL LEAVE AND LEAVE LOADING

26.1 Period of leave

Employees shall be entitled to annual leave on full pay for a period equal to four working weeks for each continuous twelve months' service with an employer. Annual leave will accrue on a pro rata basis for each completed four week period of continuous service.

26.2 Annual leave exclusive of public holidays

The annual leave prescribed in 26.1 shall be exclusive of any of the holidays prescribed in clause 28 - Public holidays and if any such holiday falls within an employee's period of annual leave and is observed on a day on which in the case of an employee would have been an ordinary working day there shall be added to the period of annual leave time equivalent to the ordinary time which the employee would have worked if such day had not been a holiday.

26.3 Leave to be taken

26.3.1 The annual leave provided for in this clause shall be allowed and shall be taken and except as provided by 26.6, payment shall not be made or accepted in lieu of annual leave.

26.3.2 The payment of wages during annual leave shall normally be in accordance with the usual pay cycle, provided that an employee may request that payment be made on the commencement of the leave.

26.4 Time of taking leave

Annual leave shall be given at a time determined by mutual agreement between the employer and the employee within a period not exceeding two years from the date when the right to annual leave accrued; provided that such annual leave may be deferred by mutual agreement in writing between employer and employee. Provided that a fixed term employee may be required to take annual leave during the term of their fixed term appointment.

26.5 Management of leave accruals

26.5.1 Annual leave shall generally be taken at a mutually agreed time, and shall be cumulative from year to year.

26.5.2 Annual leave accruals will be monitored by the relevant supervisor and discussed at least on an annual basis, usually at the same time as the annual performance review. Where an employee has accrued over four weeks leave, the employee and their supervisor shall attempt to reach an agreement about a plan for the time for taking leave over the next twelve months, in order to keep accruals below six weeks where practicable.

26.5.3 The intention is that normally employees will take four weeks annual leave each year. Therefore extended periods of leave of more than four weeks at a time should be rare. Approval for extended periods of leave will be on the basis of forward planning and subject to operational requirements and budget, or in unusual circumstances.

26.5.4 Where the accrued annual leave is greater than eight weeks and agreement on taking the leave has not been reached, the employer may, with at least four weeks notice, direct the employee to take sufficient leave to reduce the accrual to six weeks.

26.6 Proportionate leave

26.6.1 Where the employment of any employee is terminated at the end of a period of employment of less than twelve months the employer shall pay to the employee in addition to all other amounts due to an employee, an amount equal to 1/12th of his/her ordinary pay for that period of employment.

26.7 Sickness during annual leave

26.7.1 Where an employee becomes sick whilst on annual leave on days on which he/she would otherwise have worked, and immediately forwards to the employer a certificate of a legally qualified medical practitioner or other relevant practitioner, or a statutory declaration, as evidence of being unfit for work then the number of those days specified in the certificate or statutory declaration shall be deducted

from any sick leave entitlement standing to the employee's credit, and shall be re-credited to his/her annual leave entitlement. If annual leave loading as provided for in 26.10 has been paid in respect of sick days referred to in this subclause, such leave loading shall not be re-credited.

26.8 Christmas - New Year Closedown

26.8.1 Subject to clause 26.8.2 and 26.8.3, an employee may be directed to use annual leave or accrued time off in lieu for days which are not public holidays where the employer shuts down for the period between Christmas Day and New Years Day.

26.8.2 Provided that an employer may at their discretion agree to grant some or all of those days as additional special paid leave.

26.8.3 Where a majority of staff employed in accordance with schedule 2A and 3A (PACCT Award Staff) agree at the employer's request to work on Easter Tuesday, such staff shall be entitled to two (2) days paid special leave be taken during the Christmas – New Years Shutdown period.

26.8.4 Staff employed in accordance with schedule 2B and 3B (SACS Award Staff) shall be entitled to one day of special paid leave during the period of office closure.

26.9 Payment for period of leave

26.9.1 Each employee before going on leave shall be paid the amount of wage he/she would have received in respect of the ordinary time which he/she would have worked had he/she not been on leave during the relevant periods. For the purpose of this clause and 26.1 wages shall be at the rate prescribed by the relevant part of Schedule 3 for the classification in which the employee was ordinarily employed immediately prior to the commencement of his/her leave.

26.10 Annual Leave Loading.

26.10.1 In addition to the amount prescribed by 26. 1, an annual leave loading of 17.5% shall be paid to an employee when proceeding on annual leave. Provided that, by agreement between the employer and a majority of employees, the annual leave loading may be paid once annually on a date fixed by agreement. Where leave loading is paid once annually, the remuneration for the purposes of calculating this loading is deemed to be the salary of the employee as at that agreed date.

26.10.2 The annual leave loading prescribed in this clause shall apply to proportionate payment of leave on termination of employment.

26.11 Proportionate leave on termination

26.11.1 If an employee:

- After one month's continuous service
- leaves the employment of the employer or his/her employment is terminated by the employer;

the employee shall be paid a twelfth of his/her ordinary rate of wage at the same rate in respect of each completed month of continuous service, the service being service in respect of which leave has not been granted hereunder.

26.12 Notwithstanding provisions elsewhere in the Agreement the employer and the majority of employees, or an individual employee where there is mutual agreement, and following consultation with all employees, at an enterprise may agree to establish a system of single day annual leave absences, provided that an employee may elect with the consent of the employer to take annual leave in single day periods or part of a single day not exceeding a total of five days in any calendar year at a time or times agreed between them.

26.12.1 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.

27 PURCHASED LEAVE

27.1 In addition to other elements of this agreement that are intended to assist employees to achieve their desired work/life balance, the parties have agreed to introduce a purchased leave scheme.

27.2 The purchased leave scheme enables employees to access between one and eight whole weeks additional leave per year. The leave is 'purchased' through salary deductions that are averaged over the entire year to ensure that a standard rate is received each pay period. Purchased leave will not affect entitlements to other forms of leave. No leave loading is payable on the leave purchased.

27.3 Employees' participation in the scheme is voluntary, and subject to clause 27.4. No existing employee will be required by their employer to work under the scheme.

27.4 Approval of any application to participate in the scheme is at the discretion of the employer.

27.5 Eligibility and Restriction

27.5.1 Full-time and part-time employees are eligible to participate in the scheme. The provisions of this clause do not apply to casuals or to fixed term employees engaged for periods of less than twelve months.

27.5.2 Salary deductions for part-time employees will be based on the hours of duty at the time of the application and will only be varied to take into account salary movements.

27.5.3 Purchased leave is not to be accessed for less than one week at a time, and may only be accessed in whole week blocks.

27.5.4 The purchased leave must be taken within 52 weeks of the date of commencement of the salary deductions, and employees must specify these dates in their application.

27.6 Calculation of Salary Deductions

27.6.1 The leave is purchased over twelve continuous months and employees are required to stay on the scheme for the full period, whilst employed in that position.

27.6.2 In order to 'pay' for the purchased leave, employees will have an amount deducted from their gross salary each pay period for a period of twelve continuous months.

27.6.3 The amount deducted will result in a reduction in the employee's taxable income. The amount deducted weekly is calculated using the following formula:

$$\frac{\text{Salary received per week} \times \text{Number of weeks of purchased leave}}{52}$$

27.6.4 The first salary deduction will be made on the pay day after the nominated commencement date. The deduction is adjusted to take into account salary increases resulting from salary increments or other salary increases.

27.7 Application and Entitlements

27.7.1 Purchased leave can be taken in conjunction with annual leave, long service leave and parental leave. Paid leave taken while on the scheme will be paid at the reduced fractional rate (between 44/52 and 51/52 as appropriate), provided that long service leave will be paid either at the relevant fractional rate or such lesser rate as applies where part time hours have varied, in accordance with clause 30.3. During a purchased leave arrangement, annual and long service leave continue to accrue at the full time rate.

27.7.2 An employee's salary for superannuation purposes will not change as a result of participation in this scheme.

27.7.3 A new application must be made and approved each 12 months in order for an employee to continue to participate in the scheme.

27.7.4 On termination of employment, a reconciliation of the employee's purchased leave account including any adjustments in final monies will be conducted.

28. PUBLIC HOLIDAYS

28.1 An employee is entitled to leave with pay on New Year's Day, Christmas Day and Boxing Day or to substitute a day in lieu of each of the days at an agreed time.

- 28.1.1 When Christmas Day is a Saturday or a Sunday, a holiday with pay in lieu thereof must be observed on 27 December
- 28.1.2 When Boxing Day is a Saturday or a Sunday, a holiday with pay in lieu thereof must be observed on 28 December
- 28.1.3 When New Years Day and is a Saturday or Sunday, a holiday with pay must be observed on the next Monday
- 28.2 An employee is entitled to the following holidays with pay, where such holidays fall on the employee's normal days of work:
- Australia Day
 - Labour Day
 - Good Friday
 - Easter Saturday
 - Easter Monday
 - Anzac Day
 - Queen's Birthday
 - Melbourne Cup Day (Or in case of regional areas, a local holiday in lieu may be substituted by agreement between the employer and the employee)
- 28.3 An employee will be entitled to any days as may be granted in addition to or in lieu of the days prescribed in clause 28.2 by proclamation or Act of Parliament.
- 28.4 Subject to the provisions of Clause 26.8.3, an employee who prior to the commencement of this agreement was entitled to Easter Tuesday as a public holiday will remain entitled to that day.
- 28.5 Subject to the provisions of Clause 26.8.3, a person employed in accordance with schedule 2A & 2D and 3A & 3D (PACCT Staff, and tutors and teachers) shall be entitled to Easter Tuesday as a public holiday with pay.
- 28.6 Where an employee is required to work on a Public Holiday they shall be paid at the rate of double time plus one half times the ordinary time hourly rate.
- 29. PERSONAL LEAVE**
- The amount of paid personal leave to which a continuing or fixed term employee is entitled is set out below.
- 29.1 Sick Leave**
- 29.1.1 In the event of an employee becoming sick and unfit for duty he/she shall be entitled to sick leave on full pay as follows:
- 29.1.1.1 During the first year of service, one working day for each month of service;
 - 29.1.1.2 During the second, third and fourth years of service, fourteen working days in each year; and
 - 29.1.1.3 Thereafter 21 working days in each year.
- 29.1.2 To be entitled to sick leave on full pay an employee shall produce a certificate from a legally qualified medical or other relevant practitioner immediately on return to work, provided that single days up to a maximum of three in any one calendar year may be taken without the production of a medical certificate or statutory declaration.
- 29.1.3 Absences on sick leave either side of a public holiday shall not be paid unless a medical certificate, statutory declaration or other evidence satisfactory to the employer is provided within seven days of return to work.
- 29.1.4 If the full period of sick leave as described above is not taken in any year, such portion as is not taken shall be cumulative from year to year.
- 29.1.5 Transitional arrangements for schedule 2A and 3A employees**

In the case of employees previously employed in accordance with schedule 2A and 3A (PACCT employees), and who were not covered by the *Neighbourhood Houses and Learning Centres Workplace Agreement 2007*, or the *Neighbourhood Houses & Adult Community Education Collective Agreement 2008* this Agreement provides for new sick leave entitlements. The following transitional arrangements will apply:-

The sick leave credits referred to in clause 29.1.1 will be credited on the anniversary of the employee's date of appointment which occurs after the registration of this agreement and all sick leave credited to the employee as at that anniversary date shall not be altered or reduced.

29.1.6 Infectious disease leave

29.1.6.1 This clause applies to employees who perform work described by the classification structure contained in Schedule 2C ("CS Award").

29.1.6.2 Employees who contract, or believe they have contracted, one of the infectious diseases listed in this clause must as soon as possible notify their employer.

29.1.6.3 Employees who contract an infectious disease through a contact in the area of employment shall be entitled to infectious diseases leave in accordance with the following scale:

Disease	Leave with pay
Chicken pox (Varicella)	5 working days
German measles (Rubella)	5 working days
Hepatitis	As decided by medical practitioner
Influenza	5 working days
Measles (Morbilli)	10 working days
Mumps	10 working days
Rheumatic fever	As decided by medical practitioner
Scarlet fever	10 working days
Whooping cough	10 working days

29.1.6.4 A duly signed certificate by a qualified medical practitioner must accompany any application for leave with pay under the provisions of this subclause. In cases where employees contract influenza, the medical certificate must state the word "influenza" in full, and that the pathology result is present.

29.2 Carer's leave

29.2.1 An employee, other than a casual employee, with responsibilities in relation to either members of their immediate family or members of their household who need their care and support shall be entitled to use, in accordance with this sub-clause, any sick leave entitlement for absences to provide care and support for such persons when they are ill or require care due to an unexpected emergency. The entitlements of casual employees in relation to Carer's Leave are set out in clause 10.5.3.

29.2.2 The employee shall, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned.

29.2.3 When taking leave to care for members of their immediate family or household who require care due to an unexpected emergency, the employee must, if required by the employer, establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

29.2.4 The entitlement to use sick leave in accordance with this subclause is subject to:

29.2.4.1 The employee being responsible for the care of the person concerned; and

29.2.4.2 The person concerned being either:

- a member of the employee's immediate family; or

- a member of the employee's household.

29.2.5 The term immediate family includes:

29.2.5.1 a spouse (including a former spouse, a de facto spouse and a former de facto spouse) of the employee. A de facto spouse means a person who lives with the employee on a bona fide domestic basis, regardless of gender; and

29.2.5.2 a child or an adult child (including an adopted child, a stepchild or an ex-nuptial child), parent, grandparent, grandchild or sibling of the employee or the employee's spouse.

29.2.4 The employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the employee, 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.

29.2.5 Unpaid leave for family purposes

An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care to a family member who is ill. The employer and employee shall agree on the period. In the absence of agreement, the employee is entitled to take up to two days (up to a maximum of 16 hours) per occasion, provided the requirements in 29.2.3 and 29.2.4 are met.

29.3 **Compassionate Leave**

29.3.1 An employee shall, on each occasion of the death or life threatening serious illness or injury of a member of his/her immediate family or household, be entitled on notice to leave without deduction of pay for a period not exceeding the number of hours worked by the employee in three (3) ordinary days' work.

29.3.2 If required by the employer, proof of such death or serious illness or injury shall be furnished by the employee to the satisfaction of his/her employer.

29.3.3 Provided however that this clause shall have no operation while the period of entitlement to leave under it coincides with any other period of entitlement to leave.

30. **LONG SERVICE LEAVE**

The provisions of this Agreement in relation to long service leave should be read in conjunction with the Victorian *Long Service Leave Act 1992*. The provisions of this Agreement will prevail to the extent of any more generous inconsistency.

30.1 **Schedule 2B and 3B employees (SACS Award)**

30.1.1 This agreement provides for phasing in of an entitlement to 3 months paid long service leave after 10 years of continuous service. An employee employed in accordance with Schedules 2B and 3B (former SACS award) shall accrue long service leave in accordance with the following table

Period of Service	Rate of Accrual
Prior to 4 December 2007	0.8667 weeks per year of service
4 December 2007 – 4 December 2008	1 week per year
After 4 December 2008	1.3 weeks per year of service ¹

¹ For example, Clare commenced employment on 4 December 2000.

30.1 Schedule 2A and 3A employees (PACCT Award)

An employee employed in accordance with Schedules 2A and 3A (former PACCT award) shall be entitled to three (3) months paid long service leave after 10 years continuous service, based on an accrual rate of 1.3 weeks per year of continuous service.

30.2 Schedule 2C and 3C employees (CS Award)

An employee employed in accordance with Schedules 2C and 3C (former CS Award) shall be entitled to long service leave in accordance with legislation, as amended from time to time, and based on an accrual rate of 0.8667 weeks per year of continuous service.

30.3 Rate of pay during long service leave

An employee on long service leave will be paid in accordance with the *Long Service Leave Act 1992* on the following basis:

30.3.1 Where all of the employee's service has been full-time, payment is at the normal full-time salary.

30.3.2 Where all of the employee's service has been part-time, payment during long service leave is calculated as follows:

30.3.2.1 where the time fraction has been constant, payment is made at that time fraction.

30.3.2.2 where the time fraction has been varied, payment is based on either:

- The average time fraction for the previous 12 months; or
- The average time fraction for the previous 5 years, whichever is the greater.

30.4 An employee is entitled to choose to take any or all of his/her entitlement at half pay for twice the period.

30.5 An employee is entitled to take long service leave in conjunction with other forms of approved leave. Such leave is subject to the employer's agreement where the total period of leave would exceed 12 months.

30.6 Unless agreed by the employer an employee must give six months notice of intention to take long service leave.

30.7 Long Service Leave credits can be partially exhausted provided that the period of leave is at least one month on normal pay or two months on half pay.

30.8 Salary during Long Service Leave is paid as usual unless the employee requests a lump sum payment in advance.

30.9 Where a Public Holiday occurs during the period that an employee is absent on Long Service Leave no deduction is to be made for that day from the Long Service Leave credits of the employee.

Period of service	Years	Accrual rate	Total LSL accrued during the period
4 Dec 2000 – 4 Dec 2007	7	0.8667	6.067
4 Dec 2007 – 4 Dec 2008	1	1	1
4 Dec 2008 – 4 June 2012	2.5	1.3	3.25
Total	10.5 years		9.317 weeks LSL accrued

30.10 Where an employee with accrued sick leave credits is ill whilst on long service leave, the employee must be placed on sick leave and no deduction is to be made from long service leave credits for those days. Evidence of illness must be provided in accordance with clause 29.1.2

30.11 For the purposes of Clause 30, 'Continuous service' is as defined by the *Long Service Leave Act 1992* and includes all periods of:

- part time, full time and/or Casual employment with the employer.
- service with another employer which has been recognised as service for the purposes of calculating Long Service Leave entitlements in accordance with Clause 30.12

Provided:

30.11.1 that there is no break in the continuity of such service that exceeds three (3) months

30.11.2 that any period of approved leave with or without pay does not constitute a break in the continuity of service.

30.12 Portability of service

30.12.1 Subject to 30.12.3, service with any other respondent to this Agreement is transferable for the purposes of computing service for long service leave.

30.12.2 Service with a previous employer is transferable for the purpose of computing service for Long Service Leave where both employers are respondents to this Agreement and the break in service between the two employers does not exceed 3 months, or the break in service is greater than 3 months and the Committee agrees to recognise such service.

30.12.3 In recognising prior service, any long service leave already taken or paid out on termination will be deducted from the calculation of accrued leave entitlements.

30.12.4 Where service with another employer is recognised for the computation of long Service Leave by the Committee, a period of not less than three years service with the current employer must be completed before the employee is eligible to take Long Service Leave.

30.12.5 If during the life of this Agreement a portable long service leave scheme comes into effect across the non government community sector ('NGO PLSL scheme'), and if but for the foregoing provisions of clause 30.12 that scheme would apply to any worker covered by this Agreement, then from the date the worker would otherwise have been entitled to be covered by the NGO PLSL scheme the foregoing provisions of clause 30.12 of this Agreement will cease to have effect in relation to that worker and that worker will be entitled to become a participant in the NGO PLSL scheme.

30.13 Leave payable on termination

30.13.1 An employee, or where applicable his or her legal representative, must be paid in lieu for Long Service Leave accrued but not taken as at the date of termination of service where the accumulated period of recognised service is 5 years or more. Calculation for such payment must be in accordance with clause 30.3.

30.13.2 Provided that where an employee has had prior service with another employer recognised, there is no entitlement to payment of accrued long service leave on termination unless the employee has completed 3 year's continuous service with their current employer.

31. MATERNITY LEAVE

31.1 Employees with less than 12 months continuous service and Casuals

31.1.1 A part-time or full time employee who has completed a continuous period of less than 12 months service; or

31.1.2 A Casual employee with 12 months or more service

who submits to the employer a certificate from a medical practitioner stating that she is pregnant and specifying the expected date of confinement is entitled to leave without pay for a continuous period of 52 weeks, which may be taken on a share basis between the parents.

31.1.3 Such leave without pay must be taken within the period from 20 weeks before the expected date of confinement to 52 weeks after the commencement of the period of leave.

31.1.4 An employee is entitled to maternity leave where a pregnancy terminates within 20 weeks of the expected date of confinement.

31.1.5 An employee whose pregnancy having proceeded for a period of not less than 20 weeks terminates other than by the birth of a living child, is where maternity leave has not commenced, entitled to such a period of leave, being paid sick leave or unpaid leave, as a medical practitioner certifies to be necessary before her return to work.

31.2 Employees (other than casuals) with 12 months or more continuous service.

31.2.1 An employee who has completed 12 months continuous service and who submits to the employer a certificate from a medical practitioner stating that she is pregnant and specifying the expected date of confinement is entitled to:

31.2.1.1 For employees employed in accordance with schedules 2A and 3A (PACCT Employees), Leave on full pay for a continuous period of twelve (12) weeks, to include a period of at least 6 weeks from the date of confinement;

31.2.1.2 For employees employed in accordance with schedules 2B and 3B (SACS Employees), leave on full pay for a continuous period of six (6) weeks;

31.2.1.3 For employees employed in accordance with schedules 2C and 3C (CS Employees), leave on full pay for a continuous period of six (6) weeks.

31.2.1.4 Paid parental leave under this sub-clause may be taken at half pay for twice the period at the request of the employee.

31.2.2 In addition to the paid leave provisions of clause 31.2.1, the employee is entitled to such additional leave without pay as will bring the aggregate leave to a continuous period of 52 weeks. Such leave without pay must be taken within the period from 20 weeks before the expected date of confinement to 52 weeks after the actual date of confinement, and may be taken on a shared basis between the parents.

In the event that the Federal Government paid parental leave scheme commences in 2011, the paid leave entitlements of clause 31.2.1 shall apply in addition to that scheme. In that event the entitlements in clause 31.2.1 shall be available to the employee either before or upon the expiry of the leave under the Government scheme.

31.2.3 An employee whose pregnancy having proceeded for a period of not less than 20 weeks terminates other than by the birth of a living child shall:

31.2.3.1 where maternity leave has not commenced, be entitled to paid leave as per clause 31.2.1, or

31.2.3.2 where maternity leave has commenced be entitled to the balance of paid leave as per clause 31.2.1 and such leave, being accumulated sick leave or unpaid leave as a medical practitioner certifies to be necessary before her return to work.

31.2.4 An employee to be eligible for a subsequent period of paid maternity leave must have returned to work.

31.3 Return to work after maternity leave

- 31.3.1 An employee must confirm her intention to return to work by notifying the Employer in writing not less than four weeks prior to the expiration of the period of maternity leave or of the period of leave granted in accordance with this clause.
- 31.3.2 It is the right of the employee to resume work no later than 4 weeks after giving written notice to the employer, in accordance with clause 31.3.1 that she desires to resume work.
- 31.3.3 Upon the expiration of the period of leave the employee is entitled to resume work on her substantive classification and salary with duties commensurate with her qualifications and experience and as far as practicable similar to those performed by her prior to the commencement of maternity leave.
- 31.3.4 An employee is entitled to request to return to work on reduced hours. The employer will not unreasonably decline such a request and any agreement must be recorded in writing and specify either the duration of the arrangement, if temporary, or that the arrangement is permanent.
- 31.4 Any period of unpaid maternity leave must not be considered as a break in service for any purposes, but does not count as service for the purposes of accruing entitlements.

32. PATERNITY/CO-PARENT LEAVE

- 32.1 An employee, other than a casual employee, who submits satisfactory evidence that they are or will be the father of a child or that they have accepted on-going care of a child in a secondary care-giver role is entitled to:
 - 32.1.1 Following 12 months or more continuous service with the employer, leave on full pay for 5 consecutive working days or for a period which in aggregate does not exceed 5 working days, or
 - 32.1.2 With less than 12 months continuous service with the employer, or a casual employee with more than 12 months continuous service who has, but for the pregnancy or the decision to adopt, a reasonable expectation of ongoing employment, unpaid leave for 5 consecutive working days or for a period which in aggregate does not exceed 5 working days.
- 32.2 Such leave must be taken within the period commencing in the week prior to the expected date of birth of the child and concluding 6 weeks after the birth of the child.
- 32.3 Where a father or co-parent is the primary care giver of a child he is entitled to such additional unpaid paternity leave as will bring the aggregate leave to a continuous period of up to 52 weeks not extending beyond the first birthday of the child.
- 32.4 Any period of unpaid co-parent/paternity leave must not be considered as a break in service for any purposes, but does not count as service for the purposes of accruing entitlements.

33. ADOPTION LEAVE

- 33.1 An employee, other than a casual employee, who submits satisfactory evidence of being an approved applicant for the adoption of a child and of the date of placement of that child is entitled to leave where he/she is the primary care giver as follows: -
 - 33.1.1 Employees with 12 months or more continuous service are entitled to leave on full pay for a continuous period of six (6) weeks, commencing from the date of placement and to such leave without pay, which may be shared between the parents, as will bring the aggregate leave to a continuous period not exceeding 52 weeks;
 - 33.1.2 For employees with less than 12 months continuous service, or a casual employee with more than 12 months continuous service who has, but for the decision to adopt, a reasonable expectation of ongoing employment, unpaid leave for a continuous period of up to 52 weeks, which may be shared between the parents.
- 33.2 An employee who submits satisfactory evidence of being an approved applicant for the adoption of a child and who is not the primary care giver is entitled to:

- 33.2.1 following 12 months or more continuous service with the employer, leave on full pay for 5 consecutive working days or for a period which in aggregate does not exceed 5 working days; or
- 33.2.2 with less than 12 months continuous service with the employer, unpaid leave for 5 consecutive working days or for a period which in aggregate does not exceed 5 working days.
- 33.2.3 Leave taken pursuant to Clause 33.2 must be taken within the period commencing in the week prior to the expected date of placement of the child and concluding 6 weeks after the placement of the child.

34. COURT APPEARANCE LEAVE

34.1 Jury Service

An employee required to appear and serve as a juror in any court shall be granted leave with pay for the period during which attendance at court is required, less any amount received from the court by way of fee for attendance.

34.2 Witness Appearance Leave

An employee who is subpoenaed to appear in Court as a Crown Witness or to give evidence on matters directly related to his/her employment is entitled to leave on full pay for the period of such appearance.

- 34.3 An employee who is required to appear in Court in a capacity other than as specified in 34.1 and 34.2 is entitled to leave without pay for the period of that appearance.

35. CEREMONIAL LEAVE

- 35.1 An Aboriginal person or Torres Strait Islander is a person who identifies as such and furthermore is regarded as an Aboriginal person or Torres Strait Islander by members of his/her community.
- 35.2 An employee who is required by Aboriginal or Torres Strait tradition to be absent from work for Aboriginal or Torres Strait Islander ceremonial purposes may apply to use up to ten (10) days of unpaid leave entitlement for the purposes of Ceremonial Leave in each 2 year period.
- 35.3 The employee may be required by the employer to provide reasonable evidence to establish that he/she has an obligation under Aboriginal and Torres Strait Islander custom and/or traditional law to participate in ceremonial activities.
- 35.4 Under normal circumstances the staff member must provide at least 2 weeks notice in writing (usually by furnishing an 'application for leave' form) of the staff member's intention to take leave pursuant to this clause.
- 35.5 Approval of all Ceremonial leave will be subject to the employer's convenience and will not unreasonably affect the operation of the project concerned but shall not be unreasonably withheld.
- 35.6 These days may include, but will not be limited to tombstone openings, attendance at funerals, smoking of houses, initiation ceremonies or to attend other such ceremonies deemed by the elders to be significant.
- 35.7 Leave taken in accordance with the provisions of this clause shall count as service for all purposes.

36. CULTURAL LEAVE

- 36.1.1 An employee may apply to use up to ten (10) days of unpaid leave entitlement for the purposes of Cultural Leave in each 2 year period in order to attend days of religious or cultural significance to the employee.
- 36.2 An employee may nominate, on an annual basis, specific days which that employee wishes to take as cultural and/or religious leave.
- 36.3 Subject to normal operating requirements, the employer will not unreasonably refuse the grant of that leave.

- 36.4 An employee may be required to provide evidence, such as a statutory declaration, to support his or her request for Cultural Leave.
- 36.5 Applications from employees who are members of Aboriginal and Torres Strait Islander communities in respect of Aboriginal and Torres Strait Islander culture or religion shall be dealt with under Clause 35 of this Agreement;
- 36.6 Leave taken in accordance with the provisions of this clause shall count as service for all purposes.

37. TRAINING AND PROFESSIONAL DEVELOPMENT

- 37.1 An employee shall be permitted by the employer to be absent during ordinary working hours for periods not exceeding a total of five hours in any week, with pro rata entitlements applying for part-time employees, without loss of pay, to attend agreed training and professional development courses. Additional time without loss of pay may be granted at the discretion of the employer.
- 37.2 An employee shall be permitted to be absent during ordinary working hours without loss of pay in order to attend examinations necessary to obtain qualifications in such courses. The amount of absence shall allow three clear working days other than a Saturday or a Sunday for pre-examination study. Paid absences granted in respect to attend examinations shall not exceed six clear working days per year.
- 37.3 Absences from work for training and professional development taken under the provisions of this clause shall be to attend courses at a Registered Training Organisation or University (or by agreement, some other institution) for the purpose of acquiring skills necessary to undertake duties associated with a position classified under this Agreement.
- 37.4 Examination leave**
- 37.4.1 This clause applies to employees who perform work described by the classification structure contained in Schedule 2C ("CS Award").
- 37.4.2 Employees shall be granted leave with full pay in order to travel to an attend child care examinations relevant to this clause and approved by the education institution. Provided that when an afternoon examination is scheduled an employee shall be allowed the morning for the examination study if so required by the employee.

37.5 Conferences and Seminars

In addition to the provisions of this clause regarding leave for formal study and examinations, it is agreed that ongoing professional development plays an important role in the delivery of high quality services to the community, as well as assisting the development of rewarding career paths for employees in the sector. It is recognised that attendance at relevant sector or professional practice conferences and seminars can provide professional development opportunities for employees as well as information exchange and networking for the organisation. Attendance at such activities is subject to authorisation by the employer at their discretion. Where an employee is authorised to attend a conference or seminar on behalf of the organisation, such attendance forms part of their normal duties and counts as paid work time.

38. SAVINGS CLAUSE

Nothing in this agreement shall be deemed or construed to reduce any leave entitlements accrued prior to the introduction of the agreement, nor to reduce the rate of pay of any individual simply by the introduction of this agreement, except where provided in clause 9 (Disciplinary Procedures).

**SCHEDULE 1
SIGNATORIES TO THE AGREEMENT**

Signed for and on behalf of the **ASSOCIATION of NEIGHBOURHOOD HOUSES and LEARNING CENTRES**



Angela Savage Executive Officer

SIGNATURE

NAME and TITLE

Address:
7/289 Flinders Lane
Melbourne Vic 3000

In the presence of:



Clare Corbet

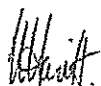
SIGNATURE

NAME

Date 11/11/2010

Neighbourhood Houses & Adult Community Education Centres Agreement 2010

Signed for and on behalf of ADULT & COMMUNITY EDUCATION (VICTORIA)



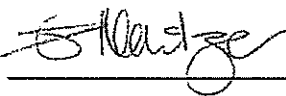
Chair ACEVic

SIGNATURE

NAME and TITLE

Address:
PO Box 478
Yarraville Vic 3013

In the presence of:

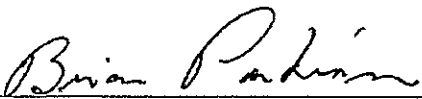


Sharon Waitzer.

SIGNATURE
Date

NAME

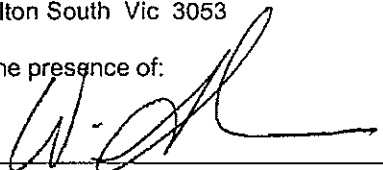
Signed for and on behalf of the AUSTRALIAN MUNICIPAL, ADMINISTRATIVE, CLERICAL AND SERVICES UNION



SIGNATURE

Address:
116 Queensberry St
Carlton South Vic 3053

In the presence of:



SIGNATURE

Date 12.11.2010

BRIAN PARKINSON
BRANCH SECRETARY

NAME and TITLE

M.W. STRACEY

NAME

Signed for and on behalf of the NATIONAL TERTIARY EDUCATION INDUSTRY UNION



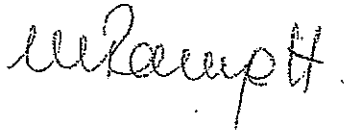
SIGNATURE

NAME and TITLE
Grahame McCulloch
General Secretary

Address:
120 Clarendon St
Southbank Vic 3006

AUTHORITY: Rule 21 of the registered Rules of the NTEU

In the presence of:



SIGNATURE

NAME Michelle Rangott
Date 12 November 2010

Signed for and on behalf of the **LIQUOR HOSPITALITY AND MISCELLANEOUS UNION**

J. Wall
SIGNATURE

Jess Walsh, Secretary
NAME and TITLE

Address:
117-131 Capel St
North Melbourne Vic 3051

In the presence of:

~~J. Wall~~ B. Sheehan
SIGNATURE
Date

Brigid Sheehan
NAME

SCHEDULE 2

PART A

ADULT AND COMMUNITY EDUCATION PROFESSIONAL, ADMINISTRATIVE, CLERICAL, COMPUTING and TECHNICAL (PACCT) EMPLOYEES

CLASSIFICATION STANDARDS AND DESCRIPTORS

1. DEFINITIONS

In applying the classification descriptors the following definitions are applied.

1.1. Supervision

1.1.1 Close Supervision

Clear and detailed instructions are provided. Tasks are covered by standard procedures. Deviation from procedures or unfamiliar situations are referred to higher levels. Work is regularly checked.

1.1.2 Routine supervision:

Direction is provided on the tasks to be undertaken with some latitude to rearrange sequences and discriminate between established methods. Guidance on the approach to standard circumstances is provided in procedures, guidance on the approach to non-standard circumstances is provided by a supervisor. Checking is selective rather than constant.

1.1.3 General direction:

Direction is provided on the assignments to be undertaken, with the occupant determining the appropriate use of established methods, tasks and sequences. There is some scope to determine an approach in the absence of established procedures or detailed instructions, but guidance is readily available. Performance is checked by assignment completion.

1.1.4 Broad direction:

Direction is provided in terms of objectives which may require the planning of staff, time and material resources for their completion. Limited detailed guidance will be available and the development or modification of procedures by the employee may be required. Performance will be measured against objectives.

1.2. Qualifications

Within the Australian Qualifications Framework,

1.2.1 Year 12:

Completion of a Senior Secondary Certificate of Education, usually in Year 12 of secondary school.

1.2.2 Trade certificate:

Completion of an apprenticeship, normally of four years duration, or equivalent recognition, eg Certificate III.

1.2.3 Post-trade certificate:

A course of study over and above a trade certificate and less than a Certificate IV.

1.2.4 Certificates I and II:

Courses that recognise basic vocational skills and knowledge, without a Year 12 prerequisite.

1.2.5 Certificate III:

A course that provides a range of well-developed skills and is comparable to a trade certificate.

1.2.6 Certificate IV:

A course that provides greater breadth and depth of skill and knowledge and is comparable to a two year part time post-Year 12 or post-trade certificate course.

- 1.2.7 **Diploma:**
A course at a higher education or vocational educational and training organisation, typically equivalent to two years full time post-Year 12 study.
- 1.2.8 **Advanced diploma:**
A course at a higher education or vocational educational and training organisation, typically equivalent to three years full time post-Year 12 study.
- 1.2.9 **Degree:**
A recognised degree from a higher education organisation, often completed in three or four years, and sometimes combined with a one year diploma.
- 1.2.10 **Postgraduate degree:**
A recognised postgraduate degree, over and above a degree as defined above.

Note: Previously recognised qualifications obtained prior to the implementation of the Australian Qualifications Framework continue to be recognised. The above definitions also include equivalent recognised overseas qualifications.

1.3. Classification dimensions

- 1.3.1 **Training level:**
The type and duration of training which the duties of the classification level typically require for effective performance. Training is the process of acquiring skills and knowledge through formal education, on the job instruction or exposure to procedures.
- 1.3.2 **Occupational equivalent:**
Examples of occupations typically falling within each classification level.
- 1.3.3 **Level of supervision:**
This dimension covers both the way in which staff are supervised or managed and the role of staff in supervising or managing others.
- 1.3.4 **Task level:**
The type, complexity and responsibility of tasks typically performed by staff within each classification level.
- 1.3.5 **Organisational knowledge:**
The level of knowledge and awareness of the organisation, its structure and functions that would be expected of staff at each proposed classification level, and the purposes to which that organisational knowledge may be put.
- 1.3.6 **Judgement, independence and problem solving:**
Judgement is the ability to make sound decisions, recognising the consequences of decisions taken or actions performed. Independence is the extent to which an employee is able (or allowed) to work effectively without supervision or direction. Problem solving is the process of defining or selecting the appropriate course of action where alternative courses of actions are available. This dimension looks at how much of each of these three qualities applies at each classification level.
- 1.3.7 **Typical activities:**
Examples of activities typically undertaken by staff in different occupations at each of the classification levels.

2. CLASSIFICATION DESCRIPTORS

2.1 LEVEL 1

- 2.1.1 **Training level or qualifications**
Persons employed at Level 1 shall typically perform duties at a skill level which assumes and requires knowledge, training or experience relevant to the duties to be performed, or completion of year 12 without work experience or an equivalent combination of experience and training.
- 2.1.2 **Occupational equivalent**

Clerk

- 2.1.3 Level of supervision
Routine supervision of straightforward tasks (see below).
- 2.1.4 Task level
Perform a range of straightforward tasks where procedures are clearly established.
- 2.1.5 Organisational knowledge
Limited and based only on brief induction to organisation.
- 2.1.6 Judgement, independence and problem solving
Solve relatively simple problems with reference to established techniques and practices. Will sometimes choose between a range of straightforward alternatives. An employee at this level will be expected to perform a combination of various routine tasks where the daily work routine will allow the latitude to rearrange some work sequences, provided the prearranged work priorities are achieved.
- 2.1.7 Typical activities

Clerical positions at this level may include duties involving the inward and outward movement of mail, keeping, copying, maintaining and retrieving records, straightforward data entry and retrieval.
- 2.2 **LEVEL 2**
- 2.2.1 Training level or qualifications
Persons employed at Level 2 shall typically perform duties at a skill level which assumes and requires knowledge or training in clerical/administrative, trades or technical functions equivalent to:
- completion of Year 12, with relevant work experience; or
 - equivalent relevant experience or combination of relevant experience and education/training
- Persons advancing through this level may typically perform duties which require further on the job training or knowledge and training equivalent to progress toward completion of an advanced certificate or associate diploma.
- 2.2.2 Occupational equivalent
Clerical/secretarial.
- 2.2.3 Level of supervision
General direction.
- 2.2.4 Task level
Some complexity. Apply body of knowledge equivalent to trade certificate, including diagnostic skills and assessment of the best approach to a given task.
- 2.2.5 Organisational knowledge
Perform tasks/assignments which require knowledge of the work area processes and an understanding of how they interact with other related areas and processes.
- 2.2.6 Judgement, independence and problem solving
Exercise judgement on work methods and task sequence within specified timelines and standard practices and procedures.
- 2.2.7 Typical activities
In clerical positions, perform a range of clerical support tasks including
- standard use of a word processing package (including store and retrieve documents, key and lay out correspondence and reports, merge, move and copy, use of columns, tables and basic graphics) or an established spreadsheet or database application;

- provide general clerical support to staff within an office, including word processing, setting up meetings, answering straightforward inquiries and directing others to the appropriate personnel;
- process accounts for payment.

2.3 LEVEL 3

2.3.1 Training level or qualifications

Persons employed at Level 3 shall typically perform duties at a skill level which assumes and requires knowledge or training equivalent to:

- completion of an associate diploma level qualification with relevant work related experience or a certificate level qualification with post-certificate relevant work experience;
- an equivalent combination of relevant experience and/or education/training.

2.3.2 Occupational equivalent

Clerical/secretarial above Level 2.

2.3.3 Level of supervision

General direction. Liaison with staff at higher levels. May undertake stand alone work.

2.3.4 Task level

May undertake limited creative, planning or design functions; apply skills to a varied range of different tasks.

2.3.5 Organisational knowledge

Perform tasks/assignments which require proficiency in the work area's rules, regulations, processes and techniques, and how they interact with other related functions.

2.3.6 Judgement, independence and problem solving

In clerical/secretarial positions, provide factual advice which requires proficiency in the work area's rules and regulations, procedures requiring expertise in a specialist area or broad knowledge of a range of personnel and functions.

2.3.7 Typical activities

In clerical/secretarial positions,

- may undertake a full range of word processing functions, including mathematical formulae and symbols, manipulation of text and layout in desktop publishing software and use of a range of word processing packages if required;
- be responsible for providing a full range of secretarial services in an office
- plan and set up spreadsheets or database applications
- provide advice to students on student services and institutional requirements

2.4 LEVEL 4

2.4.1 Training level or equivalent

Persons employed at Level 4 shall typically perform duties at a skill level which assumes and requires knowledge or training equivalent to:

- completion of a degree
- completion of an associate diploma and at least 2 years subsequent relevant work experience; or
- an equivalent combination of relevant experience and/or education/training.

2.4.2 Occupational equivalent

Graduate (i.e. degree) or professional, without subsequent work experience on entry (including inexperienced welfare officer or computer systems officer); administrator with responsibility for advice and determinations; Tutor 2 delivering non-accredited training.

2.4.3 Level of supervision

In professional positions, routine supervision, depending on tasks involved and experience. In technical positions, general direction and may supervise other staff.

- 2.4.4 **Task level**
Apply body of broad technical knowledge and experience at a more advanced level than Level 3, including the development of areas of specialist expertise. In professional positions, apply theoretical knowledge, at a degree level, in a straightforward way. In administrative positions, provide advice and decisions on rules and entitlements.
- 2.4.5 **Organisational knowledge**
Perform tasks/assignments which require proficiency in the work area's rules, regulations, processes and techniques, and how they interact with other related functions.
- 2.4.6 **Judgement, independence and problem solving**
In professional positions, solve routine problems under supervision through the standard application of theoretical principles and techniques at degree level. In technical positions, apply standard technical training and experience to solve problems. In administrative positions, may apply expertise in a particular set of rules or regulations to make decisions, or be responsible for coordinating a team to provide an administrative service.
- 2.4.7 **Typical activities**
In technical positions,
 - develop new equipment to general specifications
 - prepare reports of a technical nature
In administrative positions, responsible for the explanation and administration of an administrative function, records, determinations and payments. This is the first level where duties may include coordination, in a small to medium sized centre.
- 2.5 LEVEL 5**
- 2.5.1 **Training level or qualifications**
Persons employed at Level 5 shall typically perform duties at a skill level which assumes and requires knowledge or training equivalent to:
 - a degree with subsequent relevant experience; or
 - extensive experience and specialist expertise or broad knowledge in technical or administrative fields; or
 - an equivalent combination of relevant experience and/or education/training.
- 2.5.2 **Occupational equivalent**
Graduate or professional with subsequent relevant work experience (including a computer systems officer with some experience); supervision/co-ordination of a significant service; experienced technical specialist and/or technical supervisor, research officer.
- 2.5.3 **Level of supervision**
In professional positions, general direction; in other positions, broad direction. May have extensive supervisory and line management responsibility for technical, clerical, administrative and other non-professional staff.
- 2.5.4 **Task level**
Perform work assignments guided by policy, precedent, professional standards and Managerial or technical expertise. Employees would have the latitude to develop or redefine procedure and interpret policy so long as other work areas are not affected. In technical and administrative areas, have a depth or breadth of expertise developed through extensive relevant experience and application.
- 2.5.5 **Organisational knowledge**
Perform tasks/assignments which require proficiency in the work area's existing rules, regulations, processes and techniques and how they interact with other related functions, and to adapt those procedures and techniques as required to achieve objectives without impacting on other areas. Liaise with decision-making bodies on the development of policies within own area of operations.

- 2.5.6 Judgement, independence and problem solving
Discretion to innovate within own function and take responsibility for outcomes; design, develop and test complex equipment, systems and procedures; undertake planning involving resources use and develop proposals for resource allocation; exercise high level diagnostic skills on sophisticated equipment or systems; analyse and report on data and experiments.
- 2.5.7 Typical activities
In administrative positions,
- provide financial, policy and planning advice
 - service a range of committees, including preparation of agendas, papers, minutes and correspondence
 - monitor expenditure against budget
 - coordination.
- In professional/technical positions,
- undertake a range of computer programming tasks
 - provide documentation and assistance to computer users
 - analyse less complex user and system requirements
 - undertake the preparation of submissions on policy matters or funding, subject to general direction by officers/decision making bodies.
- 2.6 **LEVEL 6**
- 2.6.1 Training level or qualifications
Persons employed at level 6 shall typically perform duties at a skill level which assumes and requires knowledge or training equivalent to:
- a degree with at least 4 years subsequent relevant experience; or
 - extensive experience and management expertise in technical or administrative fields; or
 - an equivalent combination of relevant experience and/or education/training.
- 2.6.2 Occupational equivalent
Senior professional in a small, less complex organisation; Manager
- 2.6.3 Level of supervision
Broad direction. May manage other administrative, technical and/or professional staff
- 2.6.4 Task level
Independently relate existing policy to work assignments or rethink the way a specific body of knowledge is applied in order to solve problems. In professional positions, may be a recognised authority in a specialised area.
- 2.6.5 Organisational knowledge
Detailed knowledge of administrative policies and organisational objectives and the inter-relationships between a range of policies and activities.
- 2.6.6 Judgement, independence and problem solving.
Independently relate existing policy to work assignments, rethink the way a specific body of knowledge is applied in order to solve problems, adapt procedures to fit policy prescriptions or use theoretical principles in modifying and adapting techniques. This may involve stand alone work or the supervision of others in order to achieve objectives. It may also involve the interpretation of policy which has an impact across the organisation.
- 2.6.7 Typical activities
The training and supervision of other professional staff combined with policy development responsibilities which may include research and publication.
In administrative positions, provide overall management of a medium-sized organisation with limited range of functions (e.g. Publications, Sport and Recreation, and Representation).

2.7 LEVEL 7

2.7.1 Training level

Positions at Level 7 shall typically require skills which assume and require knowledge or training equivalent to:

- postgraduate qualifications and extensive relevant experience
- extensive experience and proven management expertise
- an equivalent combination of relevant experience and/or education

2.7.2 Occupational equivalent

Senior Manager, Senior Administrator

2.7.3 Level of supervision

Broad direction. Will manage other administrative, technical and/or professional staff.

2.7.4 Task Level

Complex, significant and high level creative planning with clear accountability for performance. A sound knowledge of all programmes in a small organisation or comprehensive knowledge of related programmes as a Senior Manager of a large organisation.

2.7.5 Organisational knowledge

Extensive knowledge of history and culture of organisation or of adult community education organisations generally. In this context, bring multi-perspective approach to policy development and administration.

2.7.6 Judgement, independence and problem solving

In a large organisation, at Level 7 be fully responsible to officers/governing body for overseeing organisation's operations. In larger organisations act as part of the senior management group and liaise directly with governing councils in relation to major areas of operations.

2.7.7 Typical activities

Act as the most senior Manager of a larger organisation with several significant and diverse operations. OR act as Manager of a large operation within a very large organisation.

* Note re organisational size

A "smaller" organisation, having regard to complexity and diversity of service, number of workplace locations (e.g. multi-campus institutions) etc, might be regarded as one which employed less than 5 staff (equivalent full-time) and a "larger" organisation might be regarded as one which employed more than 25 staff.

SCHEDULE 2

PART B

SACS AWARD EMPLOYEES (NEIGHBOURHOOD HOUSE EMPLOYEES) CLASSIFICATION STANDARDS AND DESCRIPTORS

SOCIAL AND COMMUNITY SERVICES – VICTORIA – 2000 AWARD EMPLOYEES CLASSIFICATION STANDARDS AND DESCRIPTORS

1. DEFINITIONS

- 1.1 **Community** means a group defined in geographical, cultural, economic, social, demographic, special interest and/or political terms and is deemed to include those based on gender, race, ethnicity, disability, workplace, residence or age and may be self-defined.
- 1.2 **Community development work** means working with a community by the use of one or more of the following:
- Research and analysis of community issues, needs or problems;
 - Development and maintenance of community resources;
 - Community organisation;
 - Development, maintenance and evaluation of community programs;
 - Community policy development, interpretation and implementation;
 - Community planning;
 - Representation, advocacy, negotiation and mediation within and between communities, agencies, institutions and government;
 - Development and maintenance of networks;
 - Liaison with community groups, other workers and professionals, agencies and government;
 - Development and transfer of skills and knowledge in community organisation, community education, advocacy, resource development, cultural awareness and other relevant areas, within the community (as defined);
 - Public and community education and public relations;
 - Preparation and distribution of written, audio-visual and other material as required;
 - Administrative tasks associated with the maintenance of community projects including preparation of submissions, reports or financial documentation;
 - Assisting individual members of a community in relation to other professionals, institutions, community agencies, government and other bodies;
 - Community campaign development and organisation; but excluding the predominant use of direct service delivery to clients, individual casework and counselling.
- 1.3 **Community Development Worker** shall mean any person however titled carrying out community development work as defined.
- 1.4 **Direct supervision** means that clear and detailed instructions are provided by the supervisor who is based in the same workplace as the person being supervised. Direction is given on the routine tasks to be performed and instruction is provided on the established procedures to be utilised when performing the tasks. Where situations arise that are not provided for in established procedures the matter is referred to the supervisor. Work is regularly checked.
- 1.5 **An Indigenous Community Development Worker** means and includes an employee who:
- Has direct life experience in and as a member of a particular community from which the employee is drawn and in which he/she is working,
 - Has knowledge, skills and experience of the culture in which he/she belongs,
 - Has fluency in the community language/s (where relevant).

An indigenous community worker (as defined) is deemed to include an aboriginal worker working with an aboriginal community, as ethnic worker working with a relevant ethnic community and a self-help worker employed to work with the self-help community from which he/she came.

- 1.6 Qualified Community Development Worker** means an employee engaged in community development work who holds a post-secondary qualification in community work, community education, multicultural or ethnic studies, aboriginal studies, urban studies, community or welfare administration (however titled) or a related and relevant post-secondary qualification from a post-secondary educational institution. For the purposes of this part, post-secondary qualifications in social work, welfare work and youth work (however titled) are recognised as relevant qualifications. Provided that an employee may, by way of practical experience and skills in community development work or related areas of employment, be recognised by notice in writing by his/her employer as coming within the scope of this definition.
- 1.7 Unqualified Community Development Worker** means an employee engaged in community development work who is not a Qualified Community Development Worker.

2. COMMENCEMENT RATES:-

The correct classification (i.e. Community Development Worker Class I, Community Development Worker Class II, Community Development Worker Class III) shall be determined for the employee on the basis of the definition of classification as set out.

The starting point on the incremental scale for the classification is then determined according to the employee's qualification and job tasks or job title within the classification.

2.1 Community Development Worker Class I

Community Development Worker Class I means and includes all persons who are performing community development work under the direct supervision of a more experienced community development worker who must be based in the same workplace as the person being supervised.

An Unqualified Community Development Worker with less than twelve months' experience who is being supervised by a Qualified Community Development Worker shall commence at the rate of Class I, 1st point.

An Unqualified Community Development Worker with less than twelve months' experience who is being supervised by an Unqualified Community Development Worker shall commence at the rate of Class I, 3rd point.

A Qualified Community Development Worker with less than twelve months' experience who is being supervised by a more experienced Qualified Community Development Worker shall commence at the rate of Class I, 2nd point unless the supervised worker is a qualified social worker or holds a post-graduate qualification in community development work in which case the worker will commence at the rate of Class I, 4th point.

A Qualified Community Development Worker with less than twelve months' experience who is being supervised by a more experienced Unqualified Community Development Worker shall commence at the rate of Class I, 3rd point unless the supervised worker is a qualified social worker or holds a post-graduate qualification in community development in which case the worker will commence at the rate of Class I, 4th point.

A community development worker under direct supervision who has administrative responsibilities shall commence at not less than Class I, 3rd point, notwithstanding any of the above commencement rates.

2.2 Community Development Worker Class II

Community Development Worker Class II means and includes all persons who are performing community development work who are not working under direct supervision of a more experienced community development worker and includes a sole community development worker employed in a workplace or one who has unsupervised administrative responsibilities.

A Qualified Community Development Worker cannot be supervised by a less experienced Unqualified or Qualified Community Development Worker and must be paid as a Class II Community Development Worker at the appropriate qualification level.

An Unqualified Community Development Worker working without direct supervision shall commence at Class II (a), 1st point.

An Indigenous Community Development Worker working without direct supervision shall commence at not less than Class II(a), 3rd point. If an indigenous community development worker does possess a qualification he/she shall commence at a level not less than that defined for the qualification possessed.

A qualified welfare worker performing community development work without direct supervision shall commence at not less than Class II (a), 3rd point.

A qualified youth worker performing community development work without direct supervision shall commence at not less than Class II (a), 5th point.

A sole Community Development Worker employed in a workplace shall commence at not less than Class II (a), 5th point.

A Community Development Worker who is performing social research shall commence at not less than Class II (a), 7th point unless the worker possesses a social work qualification or a post-graduate qualification in community development work or a qualification in social or behavioural sciences, in which case the worker shall commence at no less than the level defined for these qualifications.

A Community Development Worker working without direct supervision who possesses a qualification in community development work other than a post-graduate qualification shall commence at not less than Class II (a), 7th point.

A Community Development Worker with a tertiary qualification in the social or behavioural sciences shall commence at not less than Class II (a), 7th point.

A qualified social worker or a Community Development Worker holding a post-graduate qualification in community development work performing community development work shall be employed at the classification Class II (b).

A qualified social worker shall commence at not less than Class II (b), 1st point.

A Community Development Worker engaged in policy development or policy advice shall commence at not less than Class II (b), 1st point.

A Community Development Worker engaged in community education or community training programs shall commence at not less than Class II (b), 1st point.

A Qualified Community Development Worker with a post-graduate qualification shall commence at not less than Class II (b), 2nd point.

2.3 Community Development Worker Class III

Community Development Worker Class III means and includes all persons who are performing community development who are required to provide direct supervision of other community development workers, administrative or support workers.

A Community Development Worker employed in a position that requires special skill and experience where the responsibilities are mutually agreed by the employer and employee to be equal to those of a Community Development Worker Class III may be employed as such.

SCHEDULE 2

PART C

CS AWARD EMPLOYEES (CHILDRENS SERVICES EMPLOYEES)

CLASSIFICATION STANDARDS AND DESCRIPTORS

1.1. All employees shall be classified by the employer into one of the levels contained in this clause in accordance with the employee's skills, responsibilities, qualifications and duties. Where an employee believes they have been wrongly classified the matter shall be dealt with in accordance with the dispute settling procedure set out in clause 8.

1.2. Definitions – Children's Services Employees

1.2.1. Children's Services Employee Level 1

1.2.1.1. This is an employee who has no formal qualifications but is able to perform work within the scope of this level. This employee will work under direct supervision in a team environment, and will receive guidance and direction at all times. This employee will receive structured and regular on-the-job training to perform the duties expected at this level. Normally, an employee at this level will not be left alone with a group of children.

1.2.1.2. An employee at this level is being introduced to the working environment and is undertaking the following indicative duties:

1.2.1.2.1. learning and implementing the policies, procedures and routines of the service;

1.2.1.2.2. learning how to establish relationships and interacting with the children;

1.2.1.2.3. learning the basic skills required to work in this environment with children;

1.2.1.2.4. giving each child individual attention and comfort as required; and

1.2.1.2.5. basic duties including food preparation, cleaning, or gardening.

1.2.1.3. A Level 1 employee shall progress to the next level after a period of one year or earlier if the employer considers the employee capable of performing the work at the next level or if the employee actually performs work at the next level.

1.2.2. Children's Services Employee Level 2

1.2.2.1. This is an employee who has completed 12 months in Level 1, or a relevant AQF Certificate II, or in the opinion of the employer has sufficient knowledge and experience to perform the work within the scope of this level.

1.2.2.2. An employee at this level has limited knowledge and experience in children's services and is expected to take limited responsibility for their own work. A Level 2 employee undertakes the following indicative duties:

1.2.2.2.1. assist in the implementation of the children's program under supervision;

1.2.2.2.2. assist in the implementation of daily care routines;

1.2.2.2.3. develop awareness of and assist in maintenance of the health and safety of the children in care;

1.2.2.2.4. give each child individual attention and comfort as required;

1.2.2.2.5. understand and work according to the centre or service's policies and procedures;

1.2.2.2.6. responsible for food preparation, cleaning, gardening or general maintenance under the guidance of the Assistant Director/Director; and

1.2.2.2.7. demonstrate knowledge of hygienic handling of food and equipment.

1.2.3. Children's Services Employee Level 3

1.2.3.1. This is an employee who has completed AQF Certificate III in Children's Services or an equivalent qualification or, alternatively, this employee shall possess, in the opinion of the employer, sufficient knowledge or experience to perform the duties at this level. An employee appointed at this level will undertake the same duties and perform the same tasks as a CSE Level 2 employee, and will undertake the following additional indicative duties:

1.2.3.1.1. assist in the preparation, implementation and evaluation of developmentally appropriate programs for individual children or groups;

1.2.3.1.2. responsible for recording observations of individual children or groups for program planning purposes for qualified staff;

1.2.3.1.3. under direction, work with individual children with particular needs;

1.2.3.1.4. assist in the direction of untrained staff;

1.2.3.1.5. undertake and implement the requirements of quality assurance; and

1.2.3.1.6. work in accordance with food safety regulations.

1.2.3.2. Subject to this agreement, an employee at this level is entitled to incremental progression to pay Level 3.3. However:

1.2.3.2.1. an employee at this level who has completed an AQF Diploma in Children's Services or equivalent, and who demonstrates the application of skills and knowledge acquired beyond the competencies required for AQF Certificate III in the on-going performance of their work, must be paid no less than the rate prescribed for pay Level 3.4. Any dispute concerning an employee's entitlement to be paid at pay Level 3.4 may be referred to an independent evaluator appointed under clause 11.3.7. The evaluator may require an employee to demonstrate to their satisfaction that the employee utilises skills and knowledge above those prescribed for Level 3 but below those prescribed for Level 4.

1.2.4. Children's Services Employee Level 4

1.2.4.1. This is an employee who has completed a Diploma in Children's Services or equivalent as recognised by licensing authorities and is appointed as the person in charge of a group of children in the age range from birth to 12 years.

1.2.4.2. An employee appointed at this level will take on the same duties and perform the same tasks as a CSE Level 3 and undertake the following additional indicative duties:

1.2.4.2.1. responsible, in consultation with the Assistant Director/Director for the preparation, implementation and evaluation of a developmentally appropriate program for individual children or groups of children in care;

1.2.4.2.2. responsible for the direction and general supervision of other employees up to CSE Level 3;

1.2.4.2.3. responsible to the Assistant Director/Director for the supervision of students on placement;

1.2.4.2.4. ensure a safe environment is maintained for both staff and children;

- 1.2.4.2.5. ensure that records are maintained accurately for each child in their care;
- 1.2.4.2.6. develop, implement and evaluate daily care routines;
- 1.2.4.2.7. ensure the centre or service's policies and procedures are adhered to; and
- 1.2.4.2.8. liaise with families.

1.2.5. Children's Services Employee Level 5

- 1.2.5.1. This is an employee who has completed an [AQF 5] Diploma in Children's Services or equivalent and is appointed as either an Assistant Director of a service, or a Children's Services Coordinator.
- 1.2.5.2. An Assistant Director will take on the same duties and perform the same tasks as a CSE Level 4 and be responsible for the following additional indicative duties:
 - 1.2.5.2.1. co-ordinate and direct the activities of employees engaged in the implementation and evaluation of developmentally appropriate programs;
 - 1.2.5.2.2. contribute, through the Director, to the development of the centre or service's policies;
 - 1.2.5.2.3. coordinate centre or service operations including Occupational Health and Safety, program planning, staff training;
 - 1.2.5.2.4. take responsibility for the day-to-day management of the centre or service in the temporary absence of the Director and for management and compliance with licensing and all statutory and QIAS issues; and
 - 1.2.5.2.5. generally supervise all employees within the service.
- 1.2.5.3. A Children's Services Coordinator undertakes additional responsibilities including coordinating the activities of more than one group, supervising staff, trainees and students on placement, and assisting in administrative functions.

1.2.6. Children's Services Employee Level 6 – Director

- 1.2.6.1. A Director is an employee who holds:
 - 1.2.6.1.1. a relevant Degree; or
 - 1.2.6.1.2. an AQF Advanced Diploma; or
 - 1.2.6.1.3. a Diploma in Children's Services; or
 - 1.2.6.1.4. a Diploma in Out of Hours Care, or
 - 1.2.6.1.5. is a person possessing such experience, or holding such qualifications deemed by the employer to be appropriate to the position; and
 - 1.2.6.1.6. is appointed as the Director of a Service and is responsible for the overall management and administration of the service with the following additional indicative duties:
 - 1.2.6.1.6.1. supervise the implementation of developmentally appropriate programs for children;
 - 1.2.6.1.6.2. recruit staff in accordance with relevant regulations;

- 1.2.6.1.6.3. maintain day-to-day accounts and handle all administrative matters;
- 1.2.6.1.6.4. ensure that the centre or service adheres to all relevant regulations and statutory requirements;
- 1.2.6.1.6.5. ensure that the centre or service meets or exceeds quality assurance requirements;
- 1.2.6.1.6.6. liaise with families and outside agencies;
- 1.2.6.1.6.7. formulate and evaluate annual budgets;
- 1.2.6.1.6.8. liaise with management committees or proprietors as appropriate;
- 1.2.6.1.6.9. provide professional leadership and development to staff; and
- 1.2.6.1.6.10. develop and maintain policies and practices for the centre or service.

1.2.6.2. Director Level 1

- 1.2.6.2.1. A Director Level 1 is an employee appointed as the Director of a service licensed for up to 39 children and is paid at the Level 6.1 to 6.3 salary range.

1.2.6.3. Director Level 2

- 1.2.6.3.1. A Director Level 2 is an employee appointed as the Director of a service licensed for between 40 and 59 children and is paid at the Director Level 6.4 to 6.6 salary range.

1.2.6.4. Director Level 3

- 1.2.6.4.1. A Director Level 3 is an employee appointed as the Director of a service licensed for 60 or more children and is paid at the Level 6.7 to 6.9 salary range.

1.3 Definitions – Children's Services Support Worker

1.3.1 Level 1

1.3.1.1 This is an untrained, unqualified employee. Employees at this level will work under supervision with guidance and direction.

1.3.1.2 (a) Indicative duties

- i. Assisting a qualified cook and/or basic food preparation and/or duties of a kitchen hand.
- ii. Laundry work.
- iii. Cleaning.
- iv. Gardening.
- v. Driving.
- vi. Maintenance (non-trade).
- vii. Administrative duties.

(b) Progression

An employee will progress to Children's Services Support Employee (CSSE) Level 2 after 12 months, or earlier if the employee is performing the duties of a children's Services support employee Level 2.

1.3.2 Level 2

An employee at this level will possess skills, training and experience above that of a CSSE Level 1 and below that of a CSSE level 3. An employee at this level works under routine supervision and exercises discretion consistent with their skills and experience.

(a) Indicative duties

- i. Assisting a qualified cook and/or basic food preparation and/or duties of a kitchen hand.
- ii. Laundry work.
- iii. Cleaning.
- iv. Gardening.
- v. Driving.
- vi. Maintenance (non-trade).
- vii. Administrative duties.

1.3.3 Level 3

An employee at this level possesses an AQF Certificate III or equivalent skills and performs work at that level as required by the employer.

SCHEDULE 2

PART D

TUTORS AND TEACHERS

1. The classification of tutors and teachers is in accordance with the *Educational Services (Post-Secondary Education) Award 2010* (ESPS award), except for the following modifications which reflect the specific requirements of neighbourhood houses and adult and community education centres.
2. **Tutor 1**
 - a) This classification level is equivalent to the Tutor/Instructor Level 1 of the ESPS award, and to PACCT Level 2 in this Agreement.
 - b) A Tutor 1 is engaged to deliver instruction which is not accredited under the Australian Qualification Framework (AQF) and who has appropriate knowledge and skills as determined by the employer.
 - c) A Tutor 1 is not normally required to perform any significant regular administration, assessment or consultation in conjunction with delivery, although occasional other duties may be required.
3. **Tutor 2**
 - a) This classification level is equivalent to the Tutor/Instructor Level 2 of the ESPS award, and PACCT Level 4 of this Agreement.
 - b) A Tutor 2 is engaged to deliver instruction in subjects and/or courses which are not accredited under the Australian Qualification Framework (AQF) but where the program outcomes are similar to those of an accredited program.
 - c) Tutor 2 is the minimum classification for a tutor who is required to have a Certificate IV in Training and Assessment (TAA40104) or equivalent.
 - d) A Tutor 2 may be required to perform some regular administration, and consultation in association with each contact hour of delivery.
4. **Tutor 3/Teacher**
 - a) This classification level is equivalent to the VET Tutor or Teacher classifications of the ESPS award, and PACCT Level 5 of this Agreement.
 - b) A Tutor 3/Teacher is qualified and engaged to deliver instruction in subjects and or courses which are accredited under the AQF, and/or a qualification or statement of attainment under the Australian Recognition framework (ARF).
 - c) A Tutor 3/Teacher will be required to perform significant regular administration, and consultation in association with each contact hour of delivery.
 - d) Provided that a Tutor 3/Teacher who is required to possess a relevant specialist qualification in order to deliver accredited English language, literacy or numeracy programs shall initially be appointed at a minimum of PACCT Level 5.2.

SCHEDULE 3**PART A****SALARY RATES**

**ADULT AND COMMUNITY EDUCATION PROFESSIONAL, ADMINISTRATIVE, CLERICAL, COMPUTING,
and TECHNICAL (PACCT) STAFF AWARD
(ADULT AND COMMUNITY EDUCATION EMPLOYEES)**

PACCT employees employed under this Agreement shall be paid the following weekly rates:

Classification Level	First full pay period on or after 4 December 2008 (previous agreement)*	First full pay period on or after 1 July 2010	First full pay period on or after 1 December 2010
Level 1			
Year 1	\$659.54	\$679.33	\$692.91
Year 2	\$668.01	\$688.05	\$701.81
Year 3	\$695.02	\$715.87	\$730.19
Level 2			
Year 1	\$714.77	\$736.21	\$750.94
Year 2	\$735.73	\$757.80	\$772.96
Year 3	\$757.10	\$779.81	\$795.41
Level 3			
Year 1	\$773.63	\$796.84	\$812.78
Year 2	\$797.01	\$820.92	\$837.34
Year 3	\$821.20	\$845.84	\$862.75
Level 4			
Year 1	\$846.60	\$872.00	\$889.44
Year 2	\$870.38	\$896.49	\$914.42
Year 3	\$895.78	\$922.65	\$941.11
Level 5			
Year 1	\$924.00	\$951.72	\$970.75
Year 2	\$953.43	\$982.03	\$1,001.67
Year 3	\$984.07	\$1,013.59	\$1,033.86
Level 6			
Year 1	\$1,015.92	\$1,046.40	\$1,067.33
Year 2	\$1,048.98	\$1,080.45	\$1,102.06
Year 3	\$1,083.24	\$1,115.74	\$1,138.05
Level 7			
Year 1	\$1,120.18	\$1,153.79	\$1,176.86
Year 2	\$1,156.61	\$1,191.31	\$1,215.13
Year 3	\$1,195.32	\$1,231.18	\$1,255.80

*Only applicable to employers previously respondent to the *Neighbourhood Houses and Learning Centres Workplace Agreement 2007*, or the *Neighbourhood Houses & Adult Community Education Collective Agreement 2008*.

SCHEDULE 3

PART B

SALARY RATES

SOCIAL AND COMMUNITY SERVICES (VICTORIA) AWARD

(NEIGHBOURHOOD HOUSE EMPLOYEES)

Community Development Workers employed under this Agreement shall be paid the following weekly rates:

Classification	First full pay period on or after 4 December 2008 (previous Agreement)*	First full pay period on or after 1 July 2010	First full pay period on or after 1 December 2010
Class I			
1st year	\$702.27	\$723.34	\$737.80
2nd year	\$727.27	\$749.09	\$764.07
3rd year	\$751.86	\$774.42	\$789.90
4th year	\$771.21	\$794.35	\$810.23
Class II (a)			
1st year	\$724.85	\$746.60	\$761.53
2nd year	\$751.86	\$774.42	\$789.90
3rd year	\$771.21	\$794.35	\$810.23
4th year	\$796.21	\$820.10	\$836.50
5th year	\$823.22	\$847.92	\$864.87
6th year	\$849.82	\$875.31	\$892.82
7th year	\$859.10	\$884.87	\$902.57
8th year	\$896.59	\$923.49	\$941.96
9th year	\$923.20	\$950.90	\$969.91
10th year	\$949.40	\$977.88	\$997.44
Class II (b)			
1st year	\$896.59	\$923.49	\$941.96
2nd year	\$923.20	\$950.90	\$969.91
3rd year	\$949.40	\$977.88	\$997.44
4th year	\$975.60	\$1,004.87	\$1,024.97
5th year	\$1,000.20	\$1,030.21	\$1,050.81
6th year	\$1,026.80	\$1,057.60	\$1,078.76
Class III			
1st year	\$975.60	\$1,004.87	\$1,024.97
2nd year	\$1,000.20	\$1,030.21	\$1,050.81
3rd year and thereafter	\$1,026.80	\$1,057.60	\$1,078.76

*Only applicable to employers previously respondent to the *Neighbourhood Houses and Learning Centres Workplace Agreement 2007*, or the *Neighbourhood Houses & Adult Community Education Collective Agreement 2008*.

SCHEDULE 3

PART C

SALARY RATES

CS AWARD EMPLOYEES (CHILDRENS SERVICES EMPLOYEES)

Children's Services Employees employed under this Agreement shall be paid the following weekly rates:

Classification Level	First full pay period on or after 4 December 2008 (previous Agreement)*	First full pay period on or after 1 July 2010	First full pay period on or after 1 December 2010
Support Worker			
1.1	\$556.76	\$582.76	\$584.91
2.1	\$561.22	\$578.06	\$589.62
2.2	\$565.40	\$591.40	\$594.00
3.1	\$572.89	\$598.89	\$601.88
Children's Services Employee			
1.1	\$556.74	\$582.76	\$584.91
2.1	\$580.53	\$605.16	\$609.90
2.2	\$602.69	\$626.06	\$633.19
3.1 [Certificate III]	\$642.61	\$663.64	\$675.13
3.2	\$667.20	\$687.22	\$700.96
3.3	\$689.78	\$710.47	\$724.68
3.4 [Diploma]	\$731.30	\$753.24	\$768.30
4.1	\$767.58	\$790.61	\$806.42
4.2	\$780.08	\$803.48	\$819.55
4.3	\$792.58	\$816.36	\$832.68
5.1	\$805.48	\$829.64	\$846.24
5.2	\$817.98	\$842.52	\$859.37
5.3	\$830.47	\$855.38	\$872.49
5.4	\$833.70	\$858.71	\$875.89
6.1 (up to 39)	\$943.76	\$972.07	\$991.51
6.2	\$956.25	\$984.94	\$1,004.64
6.3	\$968.75	\$997.81	\$1,017.77
6.4 (40-59 places)	\$1,007.05	\$1,037.26	\$1,058.01
6.5	\$1,016.72	\$1,047.22	\$1,068.17
6.6	\$1,029.62	\$1,060.51	\$1,081.72
6.7 (60+ places)	N/A	\$1,072.67	\$1,094.12
6.8	N/A	\$1,084.47	\$1,106.16
6.9	N/A	\$1,096.27	\$1,118.20

*Only applicable to employers previously respondent to the *Neighbourhood Houses and Learning Centres Workplace Agreement 2007*, or the *Neighbourhood Houses & Adult Community Education Collective Agreement 2008*.

SCHEDULE 3

PART D

PAY RATES

TUTORS AND TEACHERS

Tutors and Teachers employed under this Agreement shall be paid the following rates. Casual rates of pay are determined in accordance with clause 10.6 of this Agreement.

Pay rates effective from first pay period on or after 1 July 2010 (Incorporates a 3% increase on the rates applicable under the previous agreement)

Classification Level	Annual Salary	1.5 hr Contact casual rate*	Hourly casual rate*
Tutor 1	\$38,926.78		\$24.53
	\$39,541.35		\$24.92
	\$40,689.86		\$25.64
Tutor 2	\$45,499.99		\$28.67
	\$46,778.03		\$29.48
	\$48,143.13		\$30.34
Tutor 3/ Teacher	\$49,659.80	\$47.57	\$31.29
	\$51,241.49	\$49.08	\$32.29
	\$52,888.22	\$50.66	\$33.33

*Calculated in accordance with clause 10.6

Pay rates effective from first pay period on or after 1 December 2010 (Incorporates a 2% increase on the rates applicable from 1 July 2010)

Classification Level	Annual Salary	1.5 hr Contact casual rate*	1.25 hr Contact casual rate*	Hourly casual rate*
Tutor 1	\$39,182.13			\$24.69
	\$40,332.18			\$25.42
	\$41,503.66			\$26.15
Tutor 2	\$46,409.99			\$29.24
	\$47,713.59			\$30.07
	\$49,105.99			\$30.95
Tutor 3/ Teacher	\$50,653.00	\$48.52		\$31.92
	\$52,266.32	\$50.06		\$32.94
	\$53,945.98	\$51.67		\$34.00

*Calculated in accordance with clause 10.6

SCHEDULE 4
ALLOWANCES

Allowance	First full pay period on or after 4 December 2008 (previous Agreement)*	First full pay period on or after 1 July 2010	First full pay period on or after 1 December 2010
CI 20.1 - Overnight Travel			
<i>Accommodation</i>			
Capital Cities	\$159.14	\$163.91	\$167.19
Regional Areas	\$102.91	\$106.00	\$108.12
<i>Meals</i>			
Breakfast - Capital	\$20.79	\$21.41	\$21.84
Breakfast - Regional	\$18.57	\$19.13	\$19.51
Lunch - Capital	\$23.29	\$23.99	\$24.47
Lunch - Regional	\$21.27	\$21.91	\$22.35
Dinner - Capital	\$40.10	\$41.30	\$42.13
Dinner - Regional	\$36.65	\$37.75	\$38.50
Incidentals	\$15.44	\$15.90	\$16.22
CI 20.2 - Meal			
Breakfast	\$18.57	\$19.13	\$19.51
Lunch	\$21.27	\$21.91	\$22.35
Dinner	\$36.65	\$37.75	\$38.50
CI 20.4 - Motor Vehicle			
Car	76.2 c/km	78.5 c/km	80.1 c/km
Motor cycle	25 c/km	25.8 c/km	26.3 c/km
CI 20.6 - First Aid (per week)	\$12.27	\$12.71**	\$12.89
CI 20.8 – On call			
clause 20.8.1	\$15.09	\$15.54	\$15.85
clause 20.8.2	\$29.76	\$30.65	\$31.27
Clause 23.9 – Overtime meal allowance	\$10.00	\$10.30	\$10.51

*Only applicable to employers previously respondent to the *Neighbourhood Houses and Learning Centres Workplace Agreement 2007*, or the *Neighbourhood Houses & Adult Community Education Collective Agreement 2008*.

**Rate increased by 3% from 1 July 2010 plus additional adjustment to equal rate set by *Social, Community, Home Care & Disability Services Award 2010*.

Schedule 5:

List of Respondents

Adult & Community Education (Victoria) Inc
Alamein Neighbourhood & Learning Centre
Anglesea & District Community House
Angliss Neighbourhood House Inc
Ashburton Community Centre
Aspendale Gardens Community Service Inc
Association of Neighbourhood Houses & Learning Centres
Bairnsdale and East Bairnsdale Neighbourhood House
Balla Balla Community Centre Inc
Balwyn Community Centre
Barwon Network of Neighbourhood Centres Inc
Bass Valley Community Group Inc.
Beaconsfield Neighbourhood Centre Inc
Beaufort Community House and Learning Centre Inc.
Beechworth Neighbourhood Centre
Bellarine Living and Learning Centre Inc
Bennettswood Neighbourhood House
Berwick Neighbourhood Centre Inc
Birchip Telecentre Inc. (Trading as Birchip Business and Learning Centre)
Boort Resource & Information Centre
Bowen Street Community Centre
Box Hill South Neighbourhood House
Braybrook and Maidstone Neighbourhood House Inc
Brentwood Park Neighbourhood House
Brunswick Neighbourhood House Cooperative Ltd
Buchan District Outreach Inc
Bulleen & Templestowe Community House
Bunyip & District Community House
Burwood Neighbourhood House Inc
Camberwell Community Centre
Cann River Community Centre Inc
Carlton Neighbourhood Learning Centre Inc
Castlemaine Community House
Central Ringwood Community Centre
Cheltenham Community Centre
Cloverdale Community Centre
Cobram Community House Inc
Community House Network of the Southern Metropolitan Region Inc.
Community Houses Association of the Outer Eastern Suburbs Inc
Coonara Community House Inc.
Corinella and District Community Centre Inc.
Corryong Neighbourhood House
Craig Family Centre Inc.

Craigieburn Education and Community Centre Inc
Cranbourne Community House Inc
Creeds Farm Living and Learning Centre Inc
Crib Point Community House inc.
Dandenong Neighbourhood House Inc.
Darley Neighbourhood House and Learning Centre Inc
Deans Marsh Community Cottage Inc
Donvale Living and Learning Centre Inc. trading as Pines Learning
Doveton Neighbourhood Learning Centre Inc
Dromana Community House Inc.
Duke Street Community House Association Inc
Eaglehawk Community House
East Gippsland Network of Neighbourhood Houses
Echuca Neighbourhood House Inc
Elwood St Kilda Neighbourhood Learning Centre
Emerald Community House
Endeavour Hills UC Neighbourhood Centre
Euroa Community Education Centre Inc
Fawkner Community House
Finbar Neighbourhood House
Foster & District Community House & Learning Centres Inc
Gippsland Regional Neighbourhood Houses Group Inc
Glen Eira Adult Learning Centre Inc
Glen Park Community Centre Inc.
Glenroy Neighbourhood Learning Centre
Goonawarra Neighbourhood House Inc
Goulburn North eastern Association of Community Centres
Greenhills Neighbourhood Centre
Haddon & District Community House
Hallam Community Learning Centre Inc.
Hamilton Community House Inc
Hampton Park Care Group Inc
Hastings Community Centre
Hawthorn Community Education Centre
Hawthorn Community House
Heyfield Community Resource Centre Inc.
Holden Street Neighbourhood House Inc
Hopetoun and District Neighbourhood House Inc
Inverloch Community House Inc.
Iramoo Community Centre Inc.
Jamieson Way Community Centre Inc
Japara Neighbourhood House Inc.
Jika Jika Community Centre Incorporated
Kaleidoscope Neighbourhood House Inc
Kallista Community House
Kaniva Neighbourhood House

Karingal Neighbourhood House Inc
Kensington Neighbourhood House
Kerrie Neighbourhood House Inc.
Kerrimuir Neighbourhood House Inc.
Kew Neighbourhood Learning Centre Inc
Kilmore And District Community Group Inc
Koonung Cottage Community House
Kyneton Community & Learning Centre
Lakes Entrance Neighbourhood House
Lancefield Neighbourhood House Inc.
Lang Lang Community Centre Inc
Lara Community Centre Inc
Leongatha Community House
Living Learning Pakenham Inc
Loch Sport Community House Inc.
Long Gully Neighbourhood Centre Inc.
Longbeach PLACE Inc.
MACE Inc (Mansfield Community Education Centre)
Maffra Community House Inc
Maldon Neighbourhood Centre
Maryborough Community House Inc
Meadow Heights Community Foundation
Meadow Heights Learning Shop Inc.
Meredith Community Centre, Inc.
Milpara Community House Inc
Mitcham Community House Inc.
Moongala Women's Community House
Mooroopna Education & Activity Centre Inc.
Moreland Adult Education Association Inc
Mornington Community Contact Inc
Morrison House Inc
Mount Street Neighbourhood House Incorporated
Mountain District Women's Co-operative
Mulgrave Neighbourhood House
Murray Adult Community Education Swan Hill Inc
Narre Community Learning Centre
Network of Inner East Community Houses
Network West
Newlands Community Centre Inc.
North Carlton Railway Station Neighbourhood House Inc
North Melbourne Language & Learning
North West Neighbourhood House Network
Oakgrove Community Centre Inc
Ocean Grove Neighbourhood Centre Inc.
Old Courthouse Community Centre Inc
Olinda Community House Inc

Olympic Adult Education Inc
Open Door Neighbourhood House
Orana Neighbourhood House Inc.
Orbost Neighbourhood House Inc.
Outlets Co-Operative Neighbourhood House Ltd T/As Newport
Community Education Centre
Pangerang Community House
Park Orchards Learning Centre Inc
Patterson Lakes Community Centre Inc
Phillip Island Community and Learning Centre Inc
Phoenix Park Neighbourhood House
Port Fairy Community Group Inc
Preston Reservoir Adult Community Education
Puckapunyal & District Neighbourhood Centre Inc
Pyalong Neighbourhood House
Pyramid Hill Neighbourhood House Inc
Queenscliffe and District Neighbourhood House
Rainbow Learning Group & Neighbourhood House Inc
RANCH Inc
Richmond Community Learning Centre
Robinson Reserve Neighbourhood House Inc
Robinvale Network House Inc
Rochester Community House Inc
Rosebud Community Centre
Rosedale Neighbourhood House
Rosewall Neighbourhood Centre
Sale Neighbourhood House Inc.
Seville Community House
Seymour & District Community House Inc
Shared Learning and Activities Murtoa Inc
Somerville Community House
Sorrento Community Centre
Southern Grampians Adult Education Inc
South Barwon Community Centre inc.
South Shepparton Community Centre
Span Community House
Spring Creek Community House Inc
Springvale Neighbourhood House Inc
St. Arnaud Neighbourhood House Inc
Stawell Neighbourhood House Inc
Sunbury Neighbourhood House Inc.
Sundowner Avenue Neighbourhood House Inc.
Sussex Neighbourhood House Inc
Tallangatta CEC Inc
Tatura Community House Inc.
The Avenue Neighbourhood House Inc.

The Basin Community House Inc.
The Gellibrand Community Group Inc
The Grange Community Centre Inc
The Otway Health and Community Services
Thornbury Women's Neighbourhood House
Tongala Community Activities Centre Inc.
Toolangi Castella District Community House Inc
Trentham Neighbourhood Centre Inc.
Trudewind Road Neighbourhood House Inc.
Tullamarine Community House Inc.
Upper Murray Regional Neighbourhood House Collective
Vermont South Community House
Warracknabeal Neighbourhood House & Learning Centre Inc.
Warragul Community House
Warrandyte Neighbourhood House Inc.
Warrnambool Neighbourhood & Community Centre
Watsonia Neighbourhood House
Waverley Community Learning Centre Inc.
Wedderburn Community House Inc.
Wellsprings for Women Incorporated
West Footscray Neighbourhood House
Williamstown Community and Education Centre Inc
Wingate Avenue Community Centre
Woodend Neighbourhood Centre Inc
Woori Community House Inc
Wycheproof Community Resource Centre
Yackandandah Community Education Network
Yarrunga Community Centre Inc.
YNH Services Inc.

Undertaking

AG2010/15255: Neighbourhood Houses and Adult Community Education Centres Collective Agreement 2010

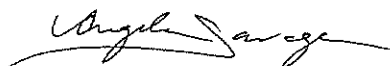
On behalf of the employers respondent to this agreement I undertake that while the agreement is in operation:

1. The employers will not apply the provisions of clause 10.3.2 regarding the continuation of previous arrangements to pay a 25% loading to permanent part-time employees in lieu of leave entitlements. The intention is to ensure that the Agreement operates effectively with the National Employment Standards (NES) and to resolve any uncertainty or difficulty relating to the interaction of the Agreement and the NES.
2. The employers will apply a minimum engagement of two hours for a casual tutor, notwithstanding the wording of clause 10.5.1 of the Agreement regarding a one hour minimum for Tutor Level 1.

All employer respondents as well as the union parties have been provided with a copy of this undertaking.

I make this undertaking in accordance with s 190 of the *Fair Work Act 2009* (the Act) and confirm that this undertaking will be taken to be a term of the Agreement pursuant to s191 of the Act.

Signed:



Name: Angela Savage

Position: Executive Officer, Association of Neighbourhood Houses and Learning Centres

Date 18 April 2011