

NEIGHBOURHOOD HOUSES & ADULT COMMUNITY EDUCATION CENTRES COLLECTIVE AGREEMENT 2010 - Summary of Clauses

In principle agreement has been reached to build on the existing multi-employer agreements for Neighbourhood Houses and Adult Community Education centres.

Some of the key changes include:

- ✓ 3% pay increase 1 July 2010 & 2% 1 December 2010. Provides some catchup since last increase was 2008. Recognises provision of some indexation in funding over 2009 & 2010. Incorporates National wage increase to be paid on 1 July 2010.
- ✓ For SACS employees, any future pay equity increases will apply.
- ✓ Increase to 6 weeks paid parental leave for SACS and Childcare workers. In addition to the Federal paid parental leave scheme.
- ✓ Sessional employment option for part time tutors, in addition to casual arrangements, ongoing, [fixed-term] or mixed function appointments.
- ✓ Ordinary hours for teachers and tutors in ongoing, [fixed-term] or mixed function positions are included, in accordance with Modern Award conditions.
- ✓ Term-only employment option for childcare workers, consistent with the Award.
- ✓ Classifications and pay rates for tutors updated to reflect new Award standards. Alternative method of payment to the Award loaded formula.
- ✓ Redundancy pay –changed the previous provision that employees with 10 year’s service received less severance pay than employees with 9 year’s service to provide that the 9 year maximum applies.
- ✓ Management of annual leave – to ensure leave is taken and excessive amounts of leave are not accrued.
- ✓ Long service leave – rewritten to clarify entitlements. SACS and PACCT employees entitled to 13 weeks after 10 years. State portability scheme will apply if established.

Clause	Overview of provisions – significant changes to the last Agreement are indicated in bold
1. Title	
2. Arrangement	
3. Application	The Agreement applies to all SACS, PACCT and Childcare staff at those organisations that choose to opt in to the Agreement. Agreement expires 1 July 2011 , but will remain in force until it is replaced.
4. Definitions	
5. Anti discrimination	
6. Enterprise flexibility	Each organisation may set up a management/staff consultative mechanism appropriate for its size and the nature of its operations. Employees may be appointed as staff representatives. These staff workplace representatives

	are allowed reasonable time to perform that role.
7. Individual Flexibility	Mandatory provision required by legislation. Allows mutually agreed changes to certain specified agreement provisions where the employee will be better off as a result.
8. Dispute settlement	<p>Any issues will be resolved by discussions that will take place at the workplace. A person who lodges a dispute or grievance is entitled to have that dealt with up through the levels of management, with this process ending with a nominated representative of the COM.</p> <p>If the issue is still not resolved, then either party can refer the matter to Fair Work Australia (FWA) for conciliation/arbitration. Their decision is binding on all parties to the dispute and all parties are required to follow any directions made by FWA during this process.</p>
9. Disciplinary process	<p>All employees are entitled to be dealt with according to the principles of natural justice – meaning they have the right to adequate notice of any issues, the opportunity to respond, rights to be represented and the right to an unbiased disciplinary process.</p> <p>The agreement specifies a process for dealing with concerns about poor work performance that specifies that these may be dealt with by way of a process of written warnings that may lead to termination.</p> <p>A process for dealing with misconduct that specifies that this may be dealt with by way of a process of written warnings and/or summary termination of employment, depending on the seriousness of the issue.</p>
10. Mode of employment	<p>Defines the use of full time, part time, fixed term, sessional, term-only or casual employment.</p> <p>Fixed term employment is limited to situations where the position is funded from a specific purpose grant or where it covers an ongoing absence (maternity leave etc) or for teachers/tutors where it is not practical to make the position permanent because the ongoing nature of the position depends on the NH reaching specifically defined targets in relation to course participation.</p> <p>Note that fixed term employment DOES NOT APPLY (and has never applied) in situations where there is recurrent or ongoing funding for a position. For example, co ordination of an organisation is an ongoing function. Whilst it is funded with 12 month grants, these are NOT specific purpose grants or grants for a specific project.</p> <p>Casual employment (apart from teaching) is limited to intermittent, unexpected work. Teachers may be employed casually for specific programs. For tutors/teachers delivering accredited courses, option to be paid a loaded rate reflecting associated duties. All tutors entitled to be advised of requirements for associated duties outside contact hours, and to be paid for all such work.</p> <p>Sessional employment is a new provision for tutors – it provides for tutors to be employed part time on a term basis, and retain accrued entitlements such as paid leave when re-engaged for the next term.</p>

	<p>Job share for positions is available by agreement.</p> <p>Term-only employment for childcare workers is available, based on the modern award provisions, where the service is funded on a term-time basis.</p> <p>Any change to an employees work site location is by agreement and if required may be subject to agreed compensation.</p>
11. Classifications & rates of pay	<p>The current classification structures are incorporated into the agreement.</p> <p>The PACCT award classification system has been modified with new skills based descriptors which should be easier to use while being consistent with current classification levels.</p> <p>Junior rates for childcare workers have not been included.</p> <p>New classification definitions for tutors apply, building on the arrangements in the previous Agreement, and also consistent with the Award.</p>
12. Classification of teacher/tutors	<p>Tutor classifications have been modified to ensure consistency with the modern award.</p> <p>Tutor Level 1 – minimum level for employees who deliver non-accredited course Tutor Level 2 – courses that are not accredited but which deliver similar outcomes to accredited courses Tutor/Teacher Level 3 – AQF accredited courses.</p> <p>It is acknowledged that tutors have not previously been subject to industrial regulation apart from minimum wage orders and that there are a wide variety of current arrangements, including higher rates of pay in many cases. The conditions in this agreement are minima and no employee is to suffer a loss of pay.</p>
13. Payment of wages	<p>Wages must be paid fortnightly by EFT.</p>
14. Wage Increases	<p>3% increase over the Dec 2008 Agreement rates, from 1 July 2010, plus 2% from 1 December 2010.</p> <p>Provided that if the award rates are higher, the award rates prevail (including any equal remuneration order). The increases recognise that there was no increase since December 2008 for the previous agreement, and October 2008 for award employees.</p>
15. Salary packaging	<p>Remuneration packaging may be introduced by agreement. The possibility of offering packaging will depend on the Public Benevolent Institution (PBI) status of the organisation.</p>
16. Superannuation	<p>Current arrangements preserved</p>
17. Management of change	<p>Where a 'significant change' is proposed at a workplace, this should first be discussed with employees who will be affected by the change. This includes changes to the skills required for a position, any alteration to the hours of work, proposed restructuring etc.</p>
18. Termination of employment	<p>An employee is entitled to 4 weeks written notice of termination.</p> <p>An employee over 45 years old with more than 2 years service is entitled to 5 weeks notice.</p>

	<p>An employer may make a payment in lieu of notice equal to the notice period. During the notice period the employee is entitled to 1 day off to look for another job.</p> <p>An employee must give 4 weeks written notice of their intention to leave.</p>
19. Redundancy	<p>In addition to the notice as per Clause 18, an employee whose employment is terminated by reason of redundancy is entitled to an additional payment. Where the employer has 15 or more staff, the payment goes up to a maximum of 16 weeks pay depending on the length of service of the employee. The severance payable after 10 years service is increased to the same amount that applies after 9 years (ie 16 weeks). Where the employer has less than 15 staff, the payment goes up to a maximum of 8 weeks pay. An employee whose employment is terminated by reason of redundancy is entitled to 1 day off per week during the notice period to look for another job.</p>
20. Allowances	<p>The Agreement specifies the rates for allowances for overnight, meals, travel, motor car, telephone, first aid, higher duties, on call, re-call, uniforms, and position of responsibility for teachers and tutors. Added award provision re excess fares allowance for childcare workers. Provisions for on call and re-call allowances have been revised.</p>
21. Accident make up pay	<p>Where a person is on WorkCover payments, they are entitled to up to 39 weeks of make up pay to “top up” their WorkCover payment to their full pre injury earnings.</p>
22. Hours of work	<p>Standard hours of work for SACS and PACCT employees are 38 hours per week undertaken between 8.00am and 6.00pm, which may be specified as 38/per week, 76/per fortnight or 152/4 weeks.</p> <p>A SACS or PACCT employee may be required to work until 8.00pm for up to 8 days in any 28 day cycle without being entitled to overtime as long as they do not work more than their normal hours within that cycle.</p> <p>The span for standard hours for childcare workers remains 6.30 am – 6.30 pm as provided by the CSV award</p> <p>All staff are entitled to an unpaid meal break after 5 hours.</p> <p>Flexible hours – by agreement, an employee may elect to work additional hours within the ordinary spread of hours and thereby accrue flex TOIL up to a maximum of 15.2 hours (or other maximum which is agreed at the workplace). Overtime TOIL – An employee who works overtime may choose to take this as TOIL, in which case it accrues at overtime rates as per clause 23</p>
23. Overtime	<p>All overtime must be authorised. Overtime accrues at time and a half for the first two hours and double time thereafter. A meal allowance is payable in certain situations if an employee works overtime.</p>

24. Rest periods	An employee is entitled to two paid breaks of 10 minutes each per period of duty.
25. Preparation time for Child Care Workers	Current award provision for childcare workers
26. Annual leave	<p>Each employee is entitled to 4 weeks annual leave per 12 months, accrued pro rata and taken at an agreed time. A leave loading of 17.5% is to be paid at time of taking leave.</p> <p>In addition, each employee is entitled to 1 additional special leave day for SACS staff during the period between Christmas and the New Year, which does not attract the leave loading.</p> <p>If an employer asks their PACCT Award employees to work on Easter Tuesday and the majority agree then those employees are entitled to an additional special leave day during this period that also does not attract leave loading.</p> <p>New provisions for the management of leave to ensure no excessive accruals and that employees are able to take leave.</p>
27. Purchased leave	Employee may take up to 8 weeks LWOP in addition to annual leave, with pay averaged over the year. Subject to operational requirements. Family friendly provision. Similar to public sector "48/52" arrangements.
28. Public Holidays	Based on existing arrangements. Provision to substitute local holiday for Melbourne Cup Day in regional areas. PACCT staff may trade Easter Tues for 2 days at Christmas closedown – by agreement at workplace level.
29. Personal leave	<p>Sick leave entitlement – 1 day per month in the first year of employment, 14 days per annum in years 2, 3 and 4 and thereafter 21 days per year. Based on existing SACS and CSV award provisions.</p> <p>All accrued sick leave is to be available for the purposes of taking carers leave. Additional unpaid leave is available by agreement for the purposes of carer's leave.</p> <p>An employee is entitled to up to 3 paid days of compassionate leave.</p>
30. Long Service Leave	<p>Rewritten to remove ambiguities. The accrual of LSL for PACCT and SACS award employees is 1.3 weeks per year of service.</p> <p>The accrual of LSL for childcare workers remains as per the legislation – 0.8667 weeks per year of service, qualify after 10 years.</p> <p>Where an employee transfers to another employer that is a party to this agreement, their service with the previous employer is recognised for the purposes of LSL. If a Victorian portability scheme is established for the nonprofit community sector, that scheme will apply.</p> <p>The Victorian Long Service Leave Act still underpins this clause and provides for any matters not specifically mentioned in the Agreement.</p>

31. Maternity leave	<p>Paid maternity leave for PACCT Award employees remains at 12 weeks.</p> <p>For SACS and childcare employees, six weeks paid maternity leave.</p> <p>These provisions are in addition to the Federal paid parental leave scheme.</p> <p>All employees are entitled to leave without pay for the balance of the 52 week period of maternity leave. An employee has the right to return to their previous position or to a position at the same level at the end of their maternity leave period.</p> <p>Where a father is the primary care giver of a child, they are entitled to 5 days of paid leave on the birth of the child and additional unpaid leave of up to 52 weeks.</p>
32. Paternity/co-parent	<p>A person who is the secondary care giver (eg. the father or same sex partner) of a child is entitled to 5 days paid leave on the birth of a child.</p>
33. Adoption leave	<p>Entitlements as per the maternity and secondary care-giver leave in clause 31 & 32.</p>
34. Court appearance leave	<p>An employee is entitled to leave with pay for jury duty.</p> <p>An employee is entitled to leave with pay if they are required to appear as a witness to give evidence on matters directly related to their employment.</p>
35. Ceremonial leave	<p>An aboriginal person or Torres Strait Islander is entitled to apply for up to 10 days unpaid leave for ceremonial purposes.</p>
36. Cultural purposes leave	<p>An employee may apply for unpaid leave for cultural or religious purposes. Not to be unreasonable refused, but subject to operational requirements and evidence of cultural significance if required.</p>
37. Training and professional development	<p>An employee is entitled to leave for up to 5 hours per week without loss of pay in order to attend agreed training courses. Recognition that conferences and seminars can be part of normal duties.</p>
38. Savings	<p>No existing employee to suffer a reduction in conditions simply as a result of this agreement</p>