[2019] FWCA 3141

The attached document replaces the document previously issued with the above code on 8 May 2019.

The Decision is corrected by deleting the last sentence appearing in paragraph **[1]** and inserting the following:

"The Agreement is a multi-enterprise agreement".

Lisa Powell
Associate to Commissioner Bissett

Dated: 9 May 2019

DECISION

Fair Work Act 2009
s.185 - Application for approval of a multi-enterprise agreement

Neighbourhood Houses Victoria
(AG2018/4703)

NEIGHBOURHOOD HOUSES AND ADULT COMMUNITY EDUCATION CENTRES COLLECTIVE AGREEMENT 2018

Health and welfare services

COMMISSIONER BISSETT MELBOURNE, 8 MAY 2019

Application to approve Neighbourhood Houses and Adult Community Education Centres Collective Agreement 2018.

[1] An application has been made for approval of an enterprise agreement known as the *Neighbourhood Houses and Adult Community Education Centres Collective Agreement 2018* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Neighbourhood Houses Victoria. The Agreement is a multi-enterprise agreement.

[2] The Employer 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] Pursuant to subsection 190(3) of the Act, I accept the Undertakings.

[4] Subject to the Undertakings, 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.

[5] Pursuant to s.202(4) of the Act, the model flexibility term prescribed by the *Fair Work Regulations 2009* is taken to be a term of the Agreement.

[6] The Agreement lodged contains errors at clause 16.1 and 16.2 and clause numbering errors at Schedule 4. On 3 May 2019 the Applicant filed amended pages 14 and 38 to the Agreement pursuant to s.586 of the Act. I am satisfied that the corrections should be made and that it is appropriate to do so pursuant to s.586 of the Act.

[7] The Australian Municipal, Administrative, Clerical and Services Union, National Tertiary Education Industry Union and United Voice being bargaining representatives for the Agreement, have given notice under s.183 of the Act that they want the Agreement to cover them. In accordance with s.201(2) I note that the Agreement covers the organisations.

[8] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 15 May 2019. The nominal expiry date of the Agreement is 1 December 2019.

COMMISSIONER

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Annexure A

Dear Commissioner Bissett

Neighbourhood Houses and Adult Community Education Centres Collective Agreement 2018 (AG2018/4703)

We provide the following undertakings in response to issues identified by the Fair Work Commission

Undertaking (s.190 of the Fair Work Act 2009)

I, Toby Halls, Workplace Relations Advisor for Jobs Australia Ltd give the following undertaking with respect of the Neighbourhood Houses and Adult Community Education Centres Collective Agreement 2018:

I have the authority given to me by the employers that are parties to the agreement to provide this undertaking in relation to the application before the Fair Work Commission.

1. In clause 9, we undertake that where a dispute is unresolved and referred to the Fair Work Commission the employee is entitled to nominate a representative.

2. In clause 16, we undertake that a sign-on bonus of $10.00 (inclusive of interest) is payable to all employees of employers employed at the "test time" for this Agreement pursuant to s193(6) of the Fair Work Act 2009 (Cth) and is payable from that date.

3. In clause 33, we undertake that

    a) Paid carer's leave is also accessible where a personal injury affects a family or household member; and

    b) Up to 2 days of unpaid carer's leave is available to casual employees on each occasion in accordance with the provisions of the NES; and

    c) Unpaid carer's leave may be available leave for each occasion (a permissible occasion) when a member of the employee's immediate family, or a member of the employee's household, requires care or support because of:

        i. a personal illness, or personal injury, affecting the member; or

        ii. an unexpected emergency affecting the member.

4. In clause 3, we undertake that this clause operates to incorporate each of the relevant Awards.

5. In Schedule 3, we undertake that

    a) The hourly rates contained in Part A shall be no less than the hourly rates that would apply as calculated under the ESPE Award. This includes dividing annual salaries by 313 and multiplying amounts by 6 under the Award to get the weekly rates and then dividing weekly rates by 38 to get the hourly rates.

    b) Salary rates contained in Part B shall be no less than the Pre-Modern Award rate or SCHCDS Award rate, with the inclusion of the applicable ERO, whichever is the greater.

Signed

Toby Halls

On behalf of Jobs Australia Ltd, Employer bargaining representative

8 May 2019

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 the agreement.

Note - the model flexibility term is taken to be a term of this agreement and can be found at the end of the agreement.

NEIGHBOURHOOD HOUSES

and

ADULT COMMUNITY EDUCATION CENTRES

COLLECTIVE AGREEMENT 2018

1. TITLE

This Agreement shall be known as the Neighbourhood Houses and Adult Community Education Centres Collective Agreement 2018.

2. ARRANGEMENT

Section 1 - Introductory

1. Title
2. Arrangement
3. Application of Agreement
4. Definitions
5. Anti-Discrimination
6. Enterprise Flexibility
7. Union Delegates
8. Individual Flexibility
9. Dispute and Grievance Resolution Procedure
10. Disciplinary Procedures

Section 2 - Mode of Employment

11. Basis of employment

Section 3 – Salaries and Classification

12. Classification Structure
13. Incremental Progression
14. Classification of Tutor/Teacher Employees
15. Payment of Wages
16. Wage Increases
17. Remuneration Packaging
18. Superannuation

Section 4 - Managing Change, Termination and Redundancy

19. Consultation About Change
20. Termination of Employment
21. Redundancy

Section 5 - Allowances

22. Allowances
23. Accident Make-Up Pay

Section 6 - Hours of Work

24. Hours of Work
25. Time off in lieu (TOIL) for Flexible Hours Arrangements and Overtime
26 Flexible Hours Arrangements
27. Overtime
28. Rest Periods
29. Preparation Time for Child Care Workers

Section 7 - Leave and Public Holidays

30. Annual Leave and Leave Loading
31. Purchased leave
32. Public Holidays
33. Personal Leave
34. Long Service Leave
35. Maternity Leave
36. Paternity/co-parent leave

37. Adoption Leave
38. Court Appearance Leave
39. Ceremonial Leave
40. Cultural Purposes Leave
41. Family Violence Leave
42. Training and Professional Development
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Section 8 – Occupational Health and Safety

44 OH&S compliance
45 Safety Provisions for Sole Workers
46. Bullying and Harassment
47. Work Life Balance

Section 9 – Environmental Strategies

48. Environmental Strategies

Schedule 1 Signatories to the Agreement

Schedule 2 Classification Standards and Descriptors

Part A Adult Community Education Employees (Educational Services (Post Secondary Education) Award 2010
Part B Neighbourhood House Employees (SCHCADS Award 2010)
Part C Children's Services Employees (Children's Services Award 2010)
Part D Tutors and Teachers (Educational Services (Post Secondary Education) Award 2010

Schedule 3 Salary Rates

Part A Adult Community Education Employees (Educational Services (Post Secondary Education) Award 2010)
Part B Neighbourhood House Employees (SCHCADS Award 2010)
Part C Children's Services Employees (Children's Services Award 2010)
Part D Tutors and Teachers (Educational Services (Post Secondary Education) Award 2010

Schedule 4 Allowances

Schedule 5 List of respondents to the agreement

3. APPLICATION OF AGREEMENT AND RELATIONSHIP TO AWARD.

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 United Voice (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*.

3.2. The Agreement shall be read and interpreted in conjunction with the following Awards and the National Employment standards.

3.2.1.1. Social Community Home Care and Disability Services Industry Award 2010 (SCHCADS)

3.2.1.2. Educational Services (Post Secondary Education) Award 2010 (ESPSE)

3.2.1.3. Children's Services Award 2010 (CS)

3.3. Where there is any inconsistency between the terms of the Awards and the terms of the Agreement, the Agreement terms will prevail:

3.4. The nominal expiry date for this Agreement is 1 December 2019.

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

3.6. 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 11.6 regarding casual 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 5 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 11.4 of this agreement.

4.7. **Full-time employee** means a person who is employed to work 38 hours per week.

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

$$\frac{\text{Weekly Salary}}{38}$$

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 Services Union VicTas Authorities and Services Branch(ASU) and /or
- the National Tertiary Education Industry Union (NTEU) and/or
- the United Voice

4.12. **SCHCADS** means Social Community Home Care and Disability Services Award 2010

ESPSE means Education Services (Post Secondary Education) Award 2010

CS means Children's Services Award 2010

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.

7. UNION DELEGATES

The employer recognises the role that union delegates play in promoting, understanding and knowledge of industrial arrangements and in dispute resolution.

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

Union delegates will be entitled to up to 5 days per annum to attend industrial relations training without loss of pay. This time does not accrue from year to year.

A union delegate shall have reasonable access to resources (including photocopier, telephone, fax machine, email, noticeboard and computer with internet access) to perform their role.

8. INDIVIDUAL FLEXIBILITY

8.1. This clause constitutes the flexibility term referred to in s.202 of the Fair Work Act. 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:

8.1.1. arrangements for when work is performed (Clause 24); and

8.1.2. leave loading (clause 30.10).

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

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

8.3.1. be confined to a variation in the application of one or more of the terms listed in clause 8.1; and

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

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

8.4.1. 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;

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

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

8.4.4. 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

8.4.5. state the date the agreement commences to operate.

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

8.6. Except as provided in clause 8.4.1 the agreement must not require the approval or consent of a person other than the employer and the individual employee.

8.7. 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.

8.8. The agreement may be terminated:

8.8.1. 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

8.8.2. at any time, by written agreement between the employer and the individual employee.

8.9. 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.

9. DISPUTE & GRIEVANCE RESOLUTION PROCEDURES

9.1. 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.

9.2. 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.

9.3. 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.

9.4. If the matter remains unresolved at this stage, it may be referred to Fair Work Commission (FWC) (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 FWC 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.

9.5. A decision made by FWC or the independent arbitrator as a result of arbitration will be accepted by both parties subject, in the case of a decision by FWC, to either party exercising a right of appeal against the decision to a Full Bench of FWC.

9.6. 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.

10. DISCIPLINARY PROCEDURES

10.1. All employees shall be treated at all times in accordance with the principles of natural justice. These principles include:

10.1.1. the right to a fair hearing including adequate notice of what is alleged and a reasonable opportunity to respond to allegations, and

10.1.2. the right to an unbiased process of judgement.

10.2. 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.

10.3. 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.

10.4. Nothing in this procedure shall restrict the employer's right to summarily dismiss an employee in circumstances that warrant summary dismissal.

10.5. If the concerns are not adequately addressed at the initial disciplinary meeting,

10.5.1. In case of poor performance a warning may be issued or

10.5.2. 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.

10.6. 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.

10.7. If the problem continues the matter will be discussed with the employee at a second disciplinary meeting.

10.8. 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.

10.9. 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.

10.10. 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.

10.11. 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.

10.12. Disciplinary Action

10.12.1. The outcome of a disciplinary procedure may include one of the following actions:

10.12.1.1. that the complaint may be dismissed and a letter to that effect be placed on the employee's personal file;

10.12.1.2. that no action be taken;

10.12.1.3. that the employee be issued with a warning;

10.12.1.4. that the employee's salary increment be withheld for up to one year;

10.12.1.5. that the employee be dismissed.

10.13. Occupational Welfare

10.13.1. Notwithstanding the provisions of clauses 10.1 to 10.12 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.

10.13.2. In determining whether leave is to be granted, the employer may take into account the amount of accrued leave available to the employee.

10.13.3. 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 10 as an alternative remedy to the situation.

10.13.4. 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

11. BASIS OF EMPLOYMENT

11.1. The Committee may employ persons on a full time, regular part time, sessional (tutors and teachers only see clause 11.7), term time only (childcare workers only see clause 11.10) or casual basis. Fulltime and part time employees may also be engaged on continuing or fixed term basis.

11.2. 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:

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

11.2.2. the hours of duty and times of attendance. (All communication under this clause to Teachers and tutor/instructors will reference the hours of work teaching time/preparation ratio in clause 24.4.)

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

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

11.2.5. their immediate supervisor.

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

11.3. Regular part-time employment.

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

11.4. Fixed-term employment

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

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

11.4.3. On engagement, a fixed-term employee, must be given in addition to information referred to in clause 11.2, written notification of the date on which the employment is to commence and the date on which the employment is to terminate.

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

11.4.4.1. Where the position is funded from a specific purpose grant for a project of limited duration up to 2 years.

11.4.4.2. 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;

11.4.4.3. 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.

11.4.5. Provided that no position can be filled for more than 2 years on a fixed-term basis. This includes a position replacing any other position with substantially similar duties.

11.4.6. 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.

11.4.7. An employee who has been employed continuously on a fixed-term basis for more than 5 years with the same employer is deemed to be a continuing employee.

11.4.8. 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.

11.4.9. 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.

11.5. Casual Employment

11.5.1. A casual employee means an employee 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 part time or full time employee.
A casual employee will be paid per hour calculated at the rate of 1/38th of the weekly rate appropriate to the employee's classification. In addition, a loading of 25% of that rate will be paid in lieu of entitlement to personal or annual leave.
Casual employees will be paid at the appropriate rate as follows –

- SCHCADS employees for a minimum of three consecutive hours for each shift/engagement.
- Children's Services Employees employees) for a minimum of 2 consecutive hours per each shift/engagement.
- ESPSE employees for a minimum of 3 consecutive hours per each shift/engagement.
- Tutors and Teachers for a minimum period of two hours per engagement (See Classifications at Schedule 2)

Casual employees shall:

- Have access to annual reviews in accordance with this Agreement;
- Be entitled to progress through levels of the applicable classification;
- Be offered the option of becoming permanent in accordance with clause 11.5.2, whether full-time or part-time;
- Casual employees will not have their employment terminated to avoid the above option; and

A casual employee shall not replace an employee on a permanent basis.

11.5.2. Where the work continues beyond 12 months, a casual employee shall be offered the option of becoming permanent, whether full-time or part-time

11.5.3. Casual employees will not have their employment terminated to avoid the above option

11.5.4. A casual employee shall have all continuous service with the employer recognised as service for the purpose of calculating long service leave. (See Clause 34)

11.5.5. Caring responsibilities – Casual employee

11.5.5.1. 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:

11.5.5.1.1. 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

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

11.5.5.2. 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.

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

11.6. Additional Conditions Applying to Casual Teaching and Tutorial Staff

11.6.1. 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. For permanent part time employees please see Clause 24.4.

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

11.6.3. A Casual Teacher or Casual Tutor shall not be entitled to payment for any of the holidays prescribed by clause 32 unless the employee is required to work on such a day and shall not be entitled to paid leave of any kind.

11.6.4. 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.

11.6.5. A casual 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.

11.6.6. 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.

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

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

11.6.6.1.2. 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.

11.6.7. 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 11.6.4), depending on the extent of associated duties required in addition to delivery.

11.6.7.1. 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:

- Daily rate: annual salary divided by 261 plus 25%
- Hourly rate: daily rate divided by 5

11.6.7.2. 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:

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

11.7. Sessional Employment

This clause applies only to tutors and teaching staff members.

11.7.1. 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.

11.7.2. 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.

11.7.3. 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.

11.7.4. 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.

11.7.5. 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.

11.8. Job Share

11.8.1. 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.

11.9. Work Site Location

11.9.1. 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.

11.9.2. 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.

11.9.3. 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.

11.10. Term Only Employment - Childcare

11.10.1. 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:

- only the school education weeks of the year as defined;
- an average of 38 ordinary hours per week of the school education year; or
- less than an average of 38 hours per week of the school education year.

11.10.2. 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.

11.10.3. Notwithstanding clause 11.10.2 non-engaged periods count as service for the purposes of accrual of paid annual and personal/carer's leave and wage increments.

11.10.4. 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.

11.10.5. 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.

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

11.10.7. Where a person employed as at the date of making this Agreement 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 Agreement coming into operation.

11.10.8. 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

12. CLASSIFICATION STRUCTURE

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

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

12.3. Classification Process

12.3.1. New and redesigned positions

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

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

12.3.3.1. 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.

12.3.3.2. 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.

12.3.4. Position review resulting from an application for review by an incumbent

12.3.5. 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 12.3.3.1 and 12.3.3.2 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.

12.3.6. 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.

12.3.7. 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.

12.3.8. In all instances of reclassification of an incumbent's position:

12.3.8.1. 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;

12.3.8.2. The incumbent shall be appointed to the reclassified position.

12.3.8.3. 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.

12.4. Salary Rates and Classification

12.4.1. 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.

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 clause 12.6 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

12.6. Mixed Function Appointments

12.6.1. 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.

12.6.2. 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.

13. Incremental Progression

13.1. Progression from one pay point level to the next within a classification is subject to an employee meeting the following criteria:

13.1.1. competence at the existing classification level,

13.1.2. 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

13.1.3. the acquisition and satisfactory utilisation of new or enhanced skills if required by the employer.

13.2. 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:

13.2.1. the employee is notified in writing as to the reasons for the deferral;

13.2.2. 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

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

13.3. 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.

13.4. 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.

14. CLASSIFICATION OF TUTOR/TEACHER EMPLOYEES

14.1. 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.

14.2. The parties agree that the pay rates set by this agreement are minimum rates and that, in accordance with clause 43, 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.

15. PAYMENT OF WAGES

15.1. 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.

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

15.3. 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.

15.4. 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.

15.5. An employer may deduct from amounts due to an employee such amounts as are authorised in writing by such employee.

15.6. 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.

16. WAGE INCREASES

16.1. All employees covered by this agreement will be entitled to the following wage increases (rates of which are set out in the wage table Schedule 3):

16.1.1. From the beginning of the first full pay period on or after 1 July 2018: 3% or the National Wage Increase awarded by FWC, whichever is greater;

16.1.2. From the beginning of the first full pay period on or after 1 July 2018: 3% or the National Wage Increase awarded by FWC, whichever is greater;

16.1.3. From the beginning of the first full pay period on or after 1 July 2019: 3% or the National Wage Increase awarded by FWC, whichever is greater;

16.2. Equal Remuneration Order (ERO)) Wage Increase for SCHCADS employees only December each year: The following wage increase will apply only to those employees engaged under the classifications set out in Schedule B (SCHCADS Employees):

16.2.1. From 1 December 2016: Employees classified in accordance with Part B of this Agreement will be paid a percentage increase equivalent to the percentage increase payable for their applicable transitional SCHCADS award classification pay point under the ERO.

16.2.2. From 1 December 2018: Employees classified in accordance with Part B of this Agreement will be paid a percentage increase equivalent to the percentage increase payable for their applicable transitional SCHCADS award classification pay point under the ERO.

16.2.3. From 1 December 2018: Employees classified in accordance with Part B of this Agreement will be paid a percentage increase equivalent to the percentage increase payable for their applicable transitional SCHCADS award classification pay point under the ERO.

16.3. Revised Pay Tables

16.3.1. It is agreed that the Neighbourhood Houses Victoria Inc. and ACEVic will act on behalf of the parties to this agreement to circulate any revised pay tables, in consultation with the Unions, and taking account of any relevant external source of advice such as Jobs Australia

16.3.2. Any dispute regarding the production of revised pay tables may be resolved in accordance with the Dispute and Grievance Resolution Procedures at clause 9 of this Agreement.

17. REMUNERATION PACKAGING

17.1. 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.

17.2. The rate of pay as set out in the relevant Schedule (3A, 3B, 3C or 3D) shall be used as the basis for the agreed package.

17.3. Notwithstanding the remuneration packaging arrangement, the individual's salary as provided in Schedule 3A, 3B, 3C or 3D of this agreement will be used in determining termination payment entitlements (including annual leave and long service leave entitlements) and superannuable salary.

17.4. 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.

17.5. The employer will:

17.6. confirm in writing to the employee the current salary payable to the employee under this agreement;

17.7. 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;

17.8. advise the employee, in writing, that all the conditions of this agreement, other than the salary, will continue to apply;

17.9. advise the employee, in writing, that he/she should seek independent financial advice prior to entering into a salary packaging arrangement.

17.10. 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.

18. SUPERANNUATION

18.1. 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.

18.2. 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.

18.3. All employees covered by the agreement will receive the Superannuation Guarantee rate for all amounts earned. To avoid doubt **no** minimum earning threshold applies. (The current Superannuation Guarantee rate is 9.5% and will increase in line with the Superannuation Guarantee Act entitlements).

18.4. 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.

18.5. 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).

18.6. Absence from work

18.6.1. 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.

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

18.6.3. 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 23 - Accident make-up pay).

SECTION 4 - MANAGING CHANGE, TERMINATION and REDUNDANCY

19 CONSULTATION ABOUT CHANGE

19.1 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.

19.2 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.

19.3 For the purposes of clause 19.1 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.

19.4 Negotiation about implementing change

19.4.1 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.

19.4.2 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.

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

19.5 Change to regular roster or ordinary hours of work

19.5.1 For a change to regular roster or ordinary hours of work the employer must notify the relevant employees of the proposed change; and subclauses 19.5.2 to 19.5.6 apply.

19.5.2 The relevant employees may appoint a representative for the purposes of the procedures in this term.

19.5.3 If a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and the employee or employees advise the employer of the identity of the representative; the employer must recognise the representative.

19.5.4 As soon as practicable after proposing to introduce the change, the employer must:

19.5.4.1 discuss with the relevant employees the introduction of the change; and for the purposes of the discussion provide to the relevant employees:

- all relevant information about the change, including the nature of the change; and
- information about what the employer reasonably believes will be the effects of the change on the employees; and
- information about any other matters that the employer reasonably believes are likely to affect the employees;

19.5.4.2 invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

19.5.5 However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.

19.5.6 The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.

19.5.7 In this clause: relevant employees means the employees who may be affected by a change referred to in subclause (19.3).

20. TERMINATION OF EMPLOYMENT

20.1. Notice of termination by employer

20.1.1. 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.

20.1.2. In addition to the notice in 20.1.1 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.

20.1.3. Payment in lieu of the prescribed notice in 20.1.1 and 20.1.2 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.

20.1.4. 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:

- the employee's ordinary hours of work (even if not standard hours); and
- the amounts ordinarily payable to the employee in respect of those hours, including (for example) allowances, loading and penalties; and
- any other amounts payable under the employee's contract of employment.

20.1.5. The period of notice in this clause does not apply:

- in the case of dismissal for serious misconduct;
- to employees engaged for a specific period of time or for a specific task or tasks;
- 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
- to casual employees.

20.1.6. 'Continuous service' is defined as all periods of:

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

20.1.7. Provided:

- that there is no break in the continuity of such service that exceeds three (3) months
- that any period of approved leave with or without pay does not constitute a break in the continuity of service.
- TOIL accrued but not taken on termination must be paid out at the applicable overtime rate.

20.2. Notice of termination by an employee

20.2.1. 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.

20.2.2. If an employee, without the express agreement of the employer, fails to give the notice specified in 20.2.1 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.

20.3. Job search entitlement

20.3.1. 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.

20.4. Transmission of business

20.4.1. Where a business is transmitted from one employer to another, as set out in clause 21.7 - Redundancy, the period of continuous service that the employee had with the transmittor or any prior transmittor is deemed to be service with the transmittee and taken into account when calculating notice of termination.

20.4.2. 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.

21. REDUNDANCY

21.1. Definitions

21.1.1. **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.

21.1.2. **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.

21.1.3. **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.

21.1.4. **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*.

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

21.1.6. **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.

21.2. Process

21.2.1. Prior to any final decision regarding redundancy, the employer will consult with potentially affected staff in accordance with clause 19 of this Agreement

21.2.2. 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.

21.3. Severance pay

21.3.1. Severance pay – other than employees of a small employer

An employee, other than an employee of a small employer (as defined at 21.1.4) 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 yeas	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 21.1.6

21.3.2. Severance pay – employees of a small employer

An employee of a small employer (as defined at 21.1.4) 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 21.1.6

21.3.2.1. 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.

21.3.2.2. Continuity of service shall be calculated in the manner prescribed by clause 20.1.6

21.4. Employee leaving during notice period

21.4.1. An employee given notice of termination in circumstances of redundancy may terminate his/her employment during the period of notice set out in clause 20.1 - 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.

21.5. Alternative employment

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

This provision does not apply in circumstances involving transmission of business as set in 21.7.

21.6. Job search entitlement

21.6.1. During the period of notice of termination given by the employer in accordance with 20.1, 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.

21.6.2. 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.

21.6.3. The job search entitlements under this subclause apply in lieu of the provisions of 20.3.

21.7. Transmission of business

21.7.1. 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:

21.7.2. 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 transmit

21.7.3. Where the employee rejects an offer of employment with the transmittee:

- 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
- 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.

21.8. Employees exempted from redundancy provisions

21.8.1. This clause does not apply to:

- employees terminated as a consequence of serious misconduct that justifies dismissal without notice;
- probationary employees;
- trainees;
- employees engaged for a specific period of time or for a specified task or tasks; or
- casual employees.

21.8.2. Provided that clause 22.8.1 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.

21.9. Redundancy disputes

21.9.1. Sub clauses 21.9.2 and 21.9.3 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.

21.9.2. 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.

21.9.3. 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

22. ALLOWANCES

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

22.1. 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.

22.2. Meals Allowance

22.2.1. 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:-

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

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

22.2.4. 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.

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

22.3. 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.

22.4. Use of Private Motor Vehicle for the Business of the Employer

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

22.4.2. 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.

22.5. 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 22.8 On-call allowance), the employer shall reimburse an agreed proportion of the installation costs and subsequent regular rental charges on production of receipted accounts.

22.6. 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. This applies pro rata for part time employees.

22.7. Higher Duties Allowance

22.7.1. 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.

22.7.2. 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.

22.7.3. 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.

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

22.7.5. 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.

22.8. On-Call Allowance

22.8.1. 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.

22.8.2. 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.

22.8.3. 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.

22.9. Re-Call Allowance

22.9.1. 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:

22.9.1.1. Within a spread of twelve hours from the commencement of the last previous period of ordinary duty - time and a half;

22.9.1.2. Outside a spread of twelve hours from the commencement of the last previous period of ordinary duty - double time;

22.9.1.3. On days observed as public holidays and on Rostered Days Off / TOIL days - double time.

22.9.2. 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.

22.10. 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.

22.11. Out of Pocket Expenses

Employees who have obtained prior approval from their immediate supervisor will be reimbursed out of pocket expenses incurred in the course of their employment, upon production of receipts.

23. ACCIDENT MAKE-UP PAY

23.1. 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.

23.2. 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.

23.3. 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.

23.4. 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

23.5. 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

24. HOURS OF WORK

24.1. The ordinary hours of work for each employee must be stipulated pursuant to clause 24.2 or 24.3 or 24.4 on engagement or fixed-term renewal.

24.2. Ordinary hours – employees classified in accordance with Schedules 2A and 2B.

24.2.1. This clause applies to employees, other than casual tutors and teachers as defined in clause 14, who perform work described by the classification structures contained in Schedule 2A Adult Community Education (ESPSE Award) employees, or Schedule 2B Neighbourhood House (SCHCADS Award) employees

24.2.2. 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.

24.2.3. Notwithstanding clause 24.2.2, an employee may be required to work until 8.00 p.m. up to a maximum of 4 weekdays within a 28 day period. In this case there is no entitlement to overtime provisions provided that the hours worked by the employee are not in excess of 10 hours.

24.3. Ordinary hours – employees classified in accordance with Schedule 2C.

24.3.1. This clause applies to employees who perform work described by the classification structure contained in Schedule 2C Children's Service (Children's Services Award) Employees

24.3.2. 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.

24.4. Ordinary hours of work—teachers and tutor/instructors

24.4.1. For the purposes of the National Employment Standards (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].

24.4.2. 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.

24.4.3. For the purpose of determining the number of hours worked by a teacher or tutor the following will apply:

- each contact hour of teaching delivery by a Tutor 3/Teacher will count as 1.5 hours of work, including administration, assessment and consultation; and
- each contact hour of delivery by a Tutor 1 or 2 will count as 1.25 hours of work, including administration, assessment and consultation. This Clause applies to permanent part time tutors. For casual tutors conditions see 11.6.

24.4.4. Where a member of the teaching staff is working annualised hours, the provisions of clause 25.8 —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.

24.5. Fulltime hours. The ordinary hours of work for any full-time employee cannot 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

24.6. Meal Breaks

An employee shall not be required to work more than five hours continuously without an unpaid 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.

25. Time Off In Lieu (TOIL) for Flexible Hours Arrangements and Overtime

There are two distinct circumstances in which an employee may accrue time off in lieu of payment for time worked (TOIL) – TOIL accrued by working flexible hours, at the initiative of the employee (within parameters outlined in clause 26) and TOIL accrued by working overtime (see clause 27) authorised by or at the direction of the employer. Different arrangements apply for TOIL accrued by these two different methods.

The employer will take reasonable steps to ensure that employees are not working excessive extra hours on a regular basis such that their workload is regularly greater than defined in their position description.

26. Flexible Hours Arrangements

26.1. 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.

26.2. 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.

26.3. Staff may elect, within the parameters outlined, to work additional hours as flexible hours and accrue time off in lieu of payment (TOIL). TOIL accrued at the initiative of the employee as flexible hours are not overtime. If not taken, such TOIL will be paid at ordinary hours rates.

26.4. Flexible extra hours may only be worked within the ordinary spread of hours prescribed by clause 24.2 and 24.3 of this Agreement. (ie 8am -6pm ACE employees (ESPSE) and NH employees (SCHCADS). 6.30am-6.30pm Children's Services employees)

26.4.1. Flexible extra hours may only be worked to make up a maximum of 10 hours in a day. eg If the employee normally works 6 hours a day then they could work up to 4 flexible extra hours on any one day.

26.4.2. 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. If taking flex time employees must get prior approval from coordinator/manager.

26.4.3. TOIL for flexible hours accrue on an hour for hour basis for the time worked.

26.4.4. TOIL for flexible hours may accrue to a maximum of 3 days at the normal rostered hours of the employee, 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 TOIL in excess of 40% of their normal weekly 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 on termination will be at the ordinary time rate.

27. Overtime

27.1. Where an employee is authorised by the employer to work overtime as provided in this clause the employee may elect, with the agreement of the employer, to be credited with TOIL instead of payment for such overtime worked. eg The NH runs and annual weekend community festival. The board of management asks a staff member to work during the festival on Saturday and Sunday. The staff member is rostered on 9-5pm on Saturday and 9-2pm on Sunday a total of 13 hours. These hours are credited in accordance with overtime penalty rates ie Sat 9am-11am 2x 1.5hours, 11am-5pm 6x 2 hours, Sunday 9am-2pm 5 x 2 hours. Total TOIL credits = 25 hours. The employee arranged to take these hours off two weeks after the festival.

27.2. The calculation of overtime TOIL credits shall be in accordance with the overtime penalty rates as referred to in clause 27.9

27.3. If accrued overtime TOIL exceeds 3 days at the normal rostered hours of the employee and no arrangement has been made to take the TOIL, the employer may direct that the overtime TOIL credit be reduced to a maximum of three (3) days and is either taken at a mutually suitable time or paid out.

27.4. TOIL for overtime must be taken within three months of the overtime being worked at a time agreed to by the staff member and their supervisor

27.5. If TOIL for overtime is not taken within the (three month) period it will be paid out.

27.6. TOIL accrued but not taken on termination must be paid out.

27.7. Subject to clause 27.8, an employer may require an employee to work reasonable overtime at overtime rates.

27.8. 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:

- Any risk to employee's health and safety;
- The employees' personal circumstances including any family responsibilities;
- The need of the workplace or enterprise;
- The notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and
- Any other relevant matter.

27.9. The following overtime rates shall be paid for all work done:

Overtime Worked	Overtime Rate
Hours in excess of those defined as ordinary hours. See clause 24 for ordinary hours definitions	time and a half for the first two hours and double time thereafter
Hours worked on a Saturday and Sunday	double time
Where people are employed to work on a 28 day work cycle - hours in excess of 10 in one day	time and a half for the first two hours and double time thereafter. Hours worked on Sunday - double time.

27.10. 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.

27.11. . 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.

27.12. 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.

27.13. Overtime Meal Breaks and Allowance

27.13.1. 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.

27.13.2. 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

27.13.3. 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.

27.13.4. The provisions of this clause shall not apply where a suitable meal is provided.

28. 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 day of ordinary rostered hours and shall be counted as time worked. This applies pro rata for part time staff doing less than 7.6 hours on any one day. ie where an employee works up to five hours per day they are entitled to one break and where working more than five hours per day, two breaks.

29. PREPARATION TIME FOR CHILDCARE WORKERS

29.1. This clause applies to employees who perform work described by the classification structure contained in Schedule 2C Children's Services (former Children's Services Award) Employees

29.2. 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

30. ANNUAL LEAVE AND LEAVE LOADING

30.1. 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.

30.2. Annual leave exclusive of public holidays

The annual leave prescribed in 30.1 shall be exclusive of any of the holidays prescribed in clause 32 - 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.

30.3. Leave to be taken

30.3.1. The annual leave provided for in this clause shall be allowed and shall be taken and except as provided by 30.6, payment shall not be made or accepted in lieu of annual leave.

30.3.2. 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.

30.4. 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.

30.5. Management of leave accruals

30.5.2. Annual leave shall generally be taken at a mutually agreed time, and shall be cumulative from year to year. Annual Leave is generally taken in blocks of time, but may be taken in up to 5 single days per year. 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.

30.5.3. 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.

30.5.4. 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.

30.5.5. 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.

30.6. Proportionate leave

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.

30.7. Sickness during annual leave

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 30.10 has been paid in respect of sick days referred to in this subclause, such leave loading shall not be re-credited.

30.8. Christmas - New Year Closedown

30.8.1. Subject to clause 30.8.2 and 30.8.3, 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.

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

30.8.3. Where a majority of staff employed in accordance with schedule 2A and 3A Adult Community Education Employees 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.

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

30.9. Payment for period of leave

30.9.1. 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 29.1 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.

30.10. Annual Leave Loading.

30.10.1. In addition to the amount prescribed by 30.1, 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.

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

30.11. Proportionate leave on termination

If an employee leaves the employment of the employer or his/her employment is terminated by the employer; the employee shall be paid all leave entitlements accrued at the time of termination.

31 PURCHASED LEAVE

31.1 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.

31.2 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.

31.3 Employees' participation in the scheme is voluntary, and subject to clause 31.4. No existing employee will be required by their employer to work under the scheme.

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

31.5 Eligibility and Restriction

31.5.1 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.

31.5.2 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.

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

31.5.4 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.

31.6 Calculation of Salary Deductions

31.6.1 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.

31.6.2 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.

31.6.3 The amount deducted will result in a reduction in the employee's taxable income. The amount deducted weekly is calculated using the following formula: *Salary received per week x Number of weeks of purchased leave divided by 52*

31.6.4 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.

31.7 Application and Entitlements

31.7.1 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 34.5. During a purchased leave arrangement, annual and long service leave continue to accrue at the full time rate.

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

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

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

32 PUBLIC HOLIDAYS

32.1 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.

32.1.1 When Christmas Day is a Saturday or a Sunday, a holiday with pay in lieu thereof must be observed on 27 December

32.1.2 When Boxing Day is a Saturday or a Sunday, a holiday with pay in lieu thereof must be observed on 28 December

32.1.3 When New Year's Day and is a Saturday or Sunday, a holiday with pay must be observed on the next Monday

32.2 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)

32.3. An employee will be entitled to any days as may be granted in addition to or in lieu of the days prescribed in clause 32.2 by proclamation or Act of Parliament.

32.4. Subject to the provisions of Clause 30.8.3, 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.

32.5. Subject to the provisions of Clause 30.8.3, a person employed in accordance with schedule 2A & 2D and 3A & 3D (ESPSE Award staff, and tutors and teachers) shall be entitled to Easter Tuesday as a public holiday with pay.

32.6. 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.

33. PERSONAL LEAVE

The amount of paid personal leave to which a continuing or fixed term employee is entitled is set out below.

33.1. Sick Leave

33.1.1. 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:

- During the first year of service, one working day for each month of service;
- During the second, third and fourth years of service, fourteen working days in each year; and
- Thereafter 21 working days in each year.

33.1.2. 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.

33.1.3. 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.

33.1.4. 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.

33.1.5. Infectious disease leave

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

33.1.5.2. 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.

33.1.5.3. 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 (Morbelli)	10 working days
Mumps	10 working days
Rheumatic fever	As decided by medical practitioner
Scarlet fever	10 working days
Whooping cough	10 working days

33.1.5.4. 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.

33.2. Carer's leave

33.2.1. 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 11.5.5

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

33.2.3. 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.

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

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

33.2.4.2. The person concerned being either:

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

33.2.5. The term immediate family includes:

33.2.5.1. a spouse (including a former spouse, a de facto spouse and a former de facto spouse) and spouses' relatives(e.g in-laws) of the employee. A de facto spouse means a person who lives with the employee on a bona fide domestic basis. This refers to heterosexual and same sex relationships; and

33.2.5.2. 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.

33.2.6. 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.

33.2.7. 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 33.2.3 and 33.2.4 are met.

33.3. Compassionate Leave

33.3.1. An employee shall, on each occasion of the death or life threatening serious illness or injury of a member of his/her immediate family, household or significant other, be entitled on notice to leave without deduction of pay for a period not exceeding the number of hours worked by the employee in five (5) ordinary days' work.

33.3.2. 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.

33.3.3. 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.

34. 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.

34.1. All employees are entitled to access paid long service leave pro rata after 7 years of continuous service.

34.2. Schedule 2B and 3B Neighbourhood House employees (SCHCADS Award)

An employee employed in accordance with Schedules 2B and 3B NH employees (SCHCADS 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]

34.3 Schedule 2A and 2D employees Adult Community Education employees (ESPSE Award)

An employee employed in accordance with Schedules 2A and 2D Adult Community education (ESPSE award) employees 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.

34.4 Schedule 2C Children's Services (CS Award) employees

An employee employed in accordance with Schedules 2C Children's Services (CS Award) employees 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.

34.5 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:

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

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

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

34.5.1.2 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.

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

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

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***

34.7 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.

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

34.9 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.

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

34.11 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.

34.12 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 33.1.2

34.13 It would be good practice for employers to make provision for LSL from the first day of employment.

34.14 For the purposes of Clause 34, '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 34.15.

Provided:

- that there is no break in the continuity of such service that exceeds three (3) months
- that any period of approved leave with or without pay does not constitute a break in the continuity of service.

34.15 Portability of service (All employees including Casuals)

34.15.1 Subject to 34.15.3, service with any other respondent to this Agreement is transferable for the purposes of computing service for long service leave.

34.15.2 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.

34.15.3 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.

34.15.4 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.

34.15.5 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 34.15 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 33.15 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.

34.15.6 It is incumbent on the new employee to apply for recognition of their accrued entitlement within 12 months of starting work.

34.15.7 It would be good practice for relinquishing employers to pass on the accrued LSL funds to the new employer.

For example: Semira has been employed continuously by The House neighbourhood house covered by the 2018 NHACE Collective Agreement for 4 years. Semira is now moving to another 2018 NHACE Collective Agreement employer, CCC Neighbourhood House. As Semira has been employed by The House for under 5 years, her LSL will not be paid out by that employer, but her 4 years of service is

transferred to CCC House. The House and CCC neighbourhood house boards of management need to negotiate and settle how and when to pay the dollar value of Semira accrued leave to CCC Neighbourhood House.
The accrual rate is 1.3 weeks of the employee's pay per year of service.
Semira's pay rate is $500.00 per week x 1.3 weeks per year x 4 years = $2,600. The House neighbourhood house agreed to pay CC Neighbourhood House the accrued value of $2,600 in 3 instalments over the first three years of Semira's employment at CC Neighbourhood House.
Please note that LSL is only portable from one 2018 NHACE Collective Agreement employer to another.

34.16 Leave payable on termination

34.16.1 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 34.5.

34.16.2 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.

35 MATERNITY LEAVE

35.1 Employees with less than 12 months continuous service and Casuals

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

35.1.2 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.

35.1.3 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.

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

35.1.5 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.

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

35.2.1 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:

35.2.1.1 For Adult Community education employees, employed in accordance with schedules 2A (ESPSE award) 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;

35.2.1.2 For Neighbourhood House employees employed in accordance with schedule 2B (SCHCADS Award), tutors and teachers in accordance with schedule 2D and Children's Services employees employed in accordance with schedule 2C (Children's Services Award 2010):

(i) on approval of the Agreement by the Fair Work Commission, leave on full pay for a period of 8 weeks;

(ii) 12 months after approval of the Agreement by the Fair Work Commission, leave on full pay for a period of 10 weeks;

(iii) 24 months after approval of the Agreement by the Fair Work Commission, leave on full pay for a period of 12 weeks.

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

35.2.2 In addition to the paid leave provisions of clause 35.2.1, 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.

These entitlements apply in addition to any Federal Government paid parental leave scheme.

35.2.3 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:

35.2.3.1 where maternity leave has not commenced, be entitled to paid leave as per clause 35.2.1, or

35.2.3.2 where maternity leave has commenced be entitled to the balance of paid leave as per clause 35.2.1 and such leave, being accumulated sick leave or unpaid leave as a medical practitioner certifies to be necessary before her return to work.

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

35.3 Return to work after maternity leave

35.3.1 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.

35.3.2 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 35.3.1 that she desires to resume work.

35.3.3 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.

35.3.4 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.

35.3.5 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.

36 PATERNITY/CO-PARENT LEAVE

36.1 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:

36.1.1 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

36.1.2 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.

36.2 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.

36.3 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.

36.4 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.

36.5 If the father/co-parent wishes to access the Government funded Dad and Partner Pay in addition to the employer provided paid leave set out in clause 36.1.1, the employer will grant an additional two weeks unpaid leave.

37 ADOPTION LEAVE

37.1 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: -

37.1.1 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;

37.1.2 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.

37.2 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:

37.2.1 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

37.2.2 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.

37.2.3 Leave taken pursuant to Clause 36.2 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.

38 COURT APPEARANCE LEAVE

38.1 **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.

38.2 **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.

38.3 An employee who is required to appear in Court in a capacity other than as specified in 38.1 and 38.2 is entitled to leave without pay for the period of that appearance.

39 CEREMONIAL LEAVE

39.1 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.

39.2 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.

39.3 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.

39.4 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.

39.5 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.

39.6 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.

39.7 Leave taken in accordance with the provisions of this clause shall count as service for all purposes.

40 CULTURAL LEAVE

40.1 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.

40.2 An employee may nominate, on an annual basis, specific days which that employee wishes to take as cultural and/or religious leave.

40.3 Subject to normal operating requirements, the employer will not unreasonably refuse the grant of that leave.

40.4 An employee may be required to provide evidence, such as a statutory declaration, to support his or her request for Cultural Leave.

40.5 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 39 of this Agreement;

40.6 Leave taken in accordance with the provisions of this clause shall count as service for all purposes.

41 FAMILY VIOLENCE LEAVE

41.1 General Principle

(a) This Employer recognises that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. Therefore, the Employer is committed to providing support to staff that experience family violence.

41.2 Definition of Family Violence

(a) This Employer accepts the definition of Family violence as stipulated in the **Family Violence Protection Act 2008 (Vic)**. The definition of family violence includes physical, sexual, financial, verbal or emotional abuse by a family member.

41.3 General Measures

(a) Proof of family violence may be required and can be in the form an agreed document issued by the Police Service, a Court, a Doctor, district nurse, maternal and health care nurse a Family Violence Support Service or Lawyer. A signed statutory declaration can also be offered as proof.

(b) All personal information concerning family violence will be kept confidential in line with Employer Policy and relevant legislation. No information will be kept on an employee's personnel file without their express written permission.

(c) No adverse action will be taken against an employee if their attendance or performance at work suffers as a result of being a victim of family violence.

(d) The employer will identify a list of relevant support agencies and contacts. Relevant staff will be informed of the list and will have access to it.

(e) An employee experiencing family violence may raise the issue with their immediate supervisor or House Manager

(f) The Employer will develop guidelines to supplement this clause which details the appropriate action to be taken in the event that an employee reports family violence.

41.4 Leave

(a) An employee experiencing family violence will have access to up to 10 days per year of paid special leave for medical appointments, legal proceedings and other activities related to family violence. This leave will be in addition to existing leave entitlements and may be taken as consecutive or single days or as a fraction of a day and can be taken without prior approval.

(b) An employee who supports a person experiencing family violence may take carer's leave to accompany them to court, to hospital, or to mind children.

41.5 Individual Support

(a) In order to provide support to an employee experiencing family violence and to provide a safe work environment to all employees, the Employer will approve any reasonable request from an employee experiencing family violence for:

(i) changes to their span of hours or pattern or hours where possible

(ii) job redesign or changes to duties where possible

(iii) relocation to suitable employment where possible e.g. working from home if this is considered a safer option, another neighbourhood house or local government office.

(iv) a change to their telephone number or email address to avoid harassing contact;

(v) any other appropriate measure including those available under existing provisions for family friendly and flexible work arrangements.

42 TRAINING AND PROFESSIONAL DEVELOPMENT

42.1 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.

42.2 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.

42.3 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.

42.4 Examination leave

42.4.1 This clause applies to Children's Services employees who perform work described by the classification structure contained in Schedule 2C (former CS Award).

42.4.2 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.

42.5 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, seminar or on line learning (e.g. webinars) on behalf of the organisation, such attendance forms part of their normal duties and counts as paid work time.

43 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.

SECTION 8 – OCCUPATIONAL, HEATH & SAFETY

44 The parties agree that occupational health and safety for workers is a priority to reduce the incidence of workplace injury and illness.

During the life of this Agreement, in the event of an employer having workers delivering service on their premises the employer will:

- Take all necessary and practical steps to provide and maintain a healthy and safe workplace environment which is free of harassment and bullying.
- Comply with the Occupational Health and Safety Act 2004 and relevant Regulations and Codes of Practice.
- Undertake an audit of current safety measures in place at the workplace and, where required, facilitate the election of OH&S Representatives and ensure that all representatives are provided with relevant and ongoing training from the representative's preferred training provider, adequate development and support to perform the role;

45 SAFETY PROVISIONS FOR SOLE WORKERS

- Consult with relevant staff and occupational health and safety representatives in the workplace on any proposed changes to increase safety arrangements for sole workers, with the aim of eliminating or reducing hazards at the workplace.
- Identify and address any needs for employee and management training to improve the handling of the issue.

46 BULLYING AND HARASSMENT

The employer will provide a working and learning environment that is free from harassment and unlawful discrimination, and a culture where all staff members of the workplace are treated with dignity, courtesy and respect.

Workplace bullying and other forms of harassment will not be tolerated.

Workplace bullying may involve but is not limited to:

a) behaviour aimed to demean, humiliate or intimidate employees either as individuals or as a group;
b) the less favourable treatment of a person by another in the workplace, beyond that which may be considered reasonable and appropriate workplace practice; unwelcome and unreasonable behaviour that creates a hostile, uncomfortable, offensive or 'charged' work atmosphere leading to stress;
c) misuse of relative and / or assumed power;
d) occurrence of the following:

- continual unjustified and unnecessary comments about an employee, their work or capacity for work
- comments aimed to discredit or undermine an employee or devalue their work
- continual ignoring or exclusion of an employee or group of employees from normal conversation, work assignments, work-related social activities and networks
- the making of derogatory or intimidating remarks
- unreasonable demands and impossible targets
- phone calls, letters or emails which are threatening, abusive or offensive
- taking deliberate advantage of a lack of understanding or knowledge due to inexperience
- constant, intrusive surveillance or monitoring
- the unnecessary intrusion into the personal relationships of an employee
- restrictive and petty work rules
- being intentionally overworked and being forced to stay back or perform additional tasks
- open or implied threats of demotion, dismissal or disciplinary action
- emotional blackmail
- constant criticism or denigration of employee(s) in front of others

What does not constitute bullying:

- Reasonable management decisions, discussions or actions (including performance counselling and managing underperformance) do not constitute harassment or bullying, as long as they are reasonable and not humiliating or threatening.
- Management instructions, directions and requirements that are made fairly and appropriately, for example, made without intimidation, belittling comments or favouritism.

46.1 The employer must take appropriate measures to prevent employees being subjected to bullying in their employment. Such measures include, but are not limited to:

46.2 Ensuring that the all persons at the workplace are aware of this Agreement's prohibition of bullying and victimisation

46.3 Ensuring that all persons at the workplace are made aware of all relevant legislation such as health and safety, workers compensation, anti-discrimination law, equal opportunity etc. and their rights and responsibilities under such legislation

46.4 Providing training that informs all employees and supervisors of types of behaviour that constitutes bullying, including identifying and recognising any working arrangements or workplace cultural activities that are considered normal but may comprise or lead to bullying.

46.5 Providing training to health and safety representatives and other health and safety personnel on the risk factors and relevant control measures to address the potential of bullying occurring.

46.6 Ensuring access to appropriate internal processes for dealing with complaints about alleged bullying. The appropriate internal processes will

(a) Be procedurally fair;
(b) Be enforceable;
(c) Be timely;
(d) Allow for confidentiality where appropriate;
(e) Provide the right for union representation; and
(f) Where appropriate provide for an investigation to:
    a. investigate , establish the facts, make findings and develop recommendations for the resolution of the complaint; and
    b. provide written advice regarding findings to all parties.

46.7 Any person covered by this agreement, has the right to take any complaint under this clause to the Fair Work Commission, or another appropriate industrial forum, for resolution by mediation, conciliation or arbitration

46.8 This clause is in addition to any right not to be bullied that is provided for by legislation and is not intended to reduce or diminish any rights provided for by legislation.

Work/Life Balance

The organisation aims, wherever practicable, to provide flexible working arrangements which supports employees in relation to their responsibilities to family and dependants and allows employees to achieve a better balance between their family and work commitments. It is acknowledged that issues/concerns external to work commitments may have a detrimental impact on an employee's ability to maximise their full potential at the workplace and that flexibility in work arrangements can provide assistance to manage those issues.

Such arrangements could include but are not limited:

- Varying start and finish times (within the span of hours); and/or
- A reduction in the number of hours worked per day or week; and/or
- Purchased leave (ie 48/52) in accordance with clause 30
- Working from home

SECTION 9 ENVIRONMENTAL STRATEGIES

47 Parties to this agreement are committed to reducing the environmental footprint by involving staff, students and unions to assist in funding solutions

48.1 During the life of this agreement the employer will endeavour to develop strategies to reduce CO2 emissions, water, energy, and waste consumption in the workplace. E.g. change to energy saving light bulbs, access to training

48.2 In the workplace, the employer shall provide facilities for staff to recycle paper, plastic, glass and metal waste.

48.3 Wherever practical, the employer will provide secure stands for bicycles to be parked at the workplace and wherever practical the employer will provide changing facilities, including a shower for staff.

48.4 No staff member shall be disadvantaged if they raise issues with the Manager or responsible person regarding environmental hazards within the workplace.

SCHEDULE 1

SIGNATORIES TO THE AGREEMENT

Signed for and on behalf of the **NEIGHBOURHOOD HOUSES VICTORIA**

Clare Corbet

SIGNATURE

Clare Corbet Sector Development Officer NHVic

NAME and TITLE

Address:
Shop B41 level 4
744 Bourke St
Docklands 3008

In the presence of:

SIGNATURE

KAREN WASHFIELD

NAME

Date 23/8/18

Signed for and on behalf of **AUSTRALIAN SERVICES UNION VICTORIAN & TASMANIAN AUTHORITIES AND SERVICES BRANCH**

_____ _____

SIGNATURE NAME and TITLE

Address:
116 Queensberry St
Carlton South Victoria 3053

Authority:
In accordance with the registered Rules of the Australian Services Union

In the presence of:

_____ _____

SIGNATURE NAME
Date

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

Grahame McCulluch
General Secretary

SIGNATURE

NAME and TITLE

Address:
120 Clarendon St
Southbank Vic 3006

AUTHORITY: Rule 21 of the registered Rules of the NTEU

In the presence of:

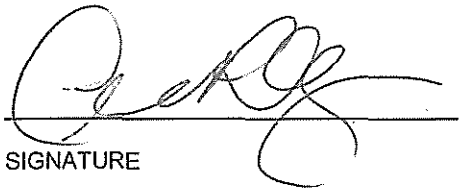
Renee Veal

SIGNATURE

NAME

Date 23 August 2018

Signed for and on behalf of **UNITED VOICE Victoria**



SIGNATURE

BEN REDFORD

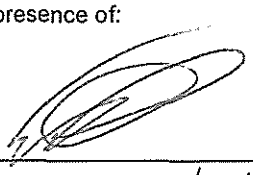
NAME and TITLE

ASSISTANT SECRETARY

Address:
117-131 Capel St
North Melbourne Vic 3051

Authority:
In accordance with the registered Rules of UNITED VOICE Victoria

In the presence of:



SIGNATURE

Date 23/8/18

NAME JACK KENCHINGTON-EVANS

SCHEDULE 2

PART A

ADULT COMMUNITY EDUCATION (ESPSE Award) 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 Definitions

General Staff Level 1

(a) Training level or qualifications

Employees at the base of this level would not be required to have formal qualifications or work experience upon engagement.

Persons advancing through this level may typically perform duties which require a skill level which assumes and requires:

(i) knowledge, training or experience relevant to the duties to be performed;

(ii) completion of Year 12 without work experience;

(iii) completion of Certificates I or II with work related experience; or

(iv) an equivalent combination of experience and training.

(b) Occupational equivalent

Labourer, security officer, administrative assistant, trainee for Level 2 duties.

(c) Level of supervision

Close supervision or, in the case of more experienced employees working alone, routine supervision.

(d) Task level

Straightforward administrative or manual duties, or elements of Level 2 duties under close supervision and structured on-the-job training. May be required to operate certain office or building equipment. Some knowledge of materials, e.g. cleaning chemicals may be required. With training and experience is able to perform a range of straightforward tasks where procedures are clearly established.

(e) Organisational knowledge

Will provide straightforward information to others on building or service locations. With training may provide general information and assistance to members of the public, students and other employees based on a broad knowledge of the employee's work area/responsibilities including knowledge of the functions, locations and availability of particular personnel and services.

(f) Judgment, independence and problem solving

Resolve problems where alternatives for the employee are limited and the required action is clear or can be readily referred to higher levels.

Employees advancing through this level will be able to solve relatively simple problems with reference to established techniques and practices and be able to choose between a range of straightforward alternatives.

An employee after 12 months or two years at this level should be able to perform a combination of various routine tasks and rearrange work sequences within the parameters of prearranged work priorities.

(g) Typical activities

Perform a range of manual duties.

In administrative positions, perform routine clerical and office functions which may include duties involving the inward and outward movement of mail, keeping, copying, maintaining and retrieving records, straightforward data entry and retrieval.

Security officers may be involved in a range of patrol duties, including responding to alarms, following emergency procedures and preparing incident reports.

General Staff Level 2

(a) Training level or qualifications

Level 2 duties typically require a skill level which assumes and requires knowledge or training in clerical/administrative, trades or technical functions equivalent to:

(i) completion of a trades certificate or Certificate III;

(ii) completion of Year 12 or a Certificate II with relevant work experience; or

(iii) an equivalent combination of relevant experience and/or 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 a Certificate IV or Diploma.

(b) Occupational equivalent

Technical assistant/technical trainee, administrative assistant.

(c) Level of supervision

In technical positions, routine supervision, moving to general direction with experience. In other positions, general direction. This is the first level where supervision of other employees may be required.

(d) Task level

Task level will require some complexity. Apply body of knowledge equivalent to trade certificate or Certificate III, including diagnostic skills and assessment of the best approach to a given task.

(e) 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.

(f) Judgment, independence and problem solving

Exercise judgment on work methods and task sequences within specified timelines and standard practices and procedures.

(g) Typical activities

(i) In technical assistant positions:

• assist a technical officer in operating a laboratory, including ordering supplies;

• assist in setting up routine experiments;

• monitor experiments for report to a technical officer;

• assist with the preparation of specimens; and

• assist with the feeding and care of animals.

Employees would be expected to perform a greater range and complexity of tasks as they progressed through the level and obtained further training.

(ii) In administrative positions perform a range of administrative support tasks including:

• standard use of a range of desktop based programs, e.g. word processing, established spreadsheet or database applications, and management information systems (e.g. financial, student or human resource systems). This may include store and retrieve documents, key and lay out correspondence and reports, merge, move and copy, use of columns, tables and basic graphics;

• to provide general administrative support to other employees including setting up meetings, answering straightforward inquiries and directing others to the appropriate personnel; and

• to process accounts for payment.

General Staff Level 3

(a) Training level or qualifications

Level 3 duties typically require a skill level which assumes and requires knowledge or training equivalent to:

(i) completion of a diploma level qualification with relevant work related experience;

(ii) completion of a Certificate IV with relevant work experience;

(iii) completion of a post-trades certificate and extensive relevant experience and on-the-job training;

(iv) completion of a Certificate III with extensive relevant work experience; or

(v) an equivalent combination of relevant experience and/or education/training.

(b) Occupational equivalent

Technical officer or technician, administrative above Level 2.

(c) Level of supervision

In technical positions, routine supervision to general direction depending upon experience and the complexity of the tasks. In other positions, general direction. May supervise or co-ordinate others to achieve objectives, including liaising with employees at higher levels. May undertake stand-alone work.

(d) Task level

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

(e) 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.

(f) Judgment, independence and problem solving

(i) In technical positions, apply theoretical knowledge and techniques to a range of procedures and tasks.

(ii) In administrative 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.

(g) Typical activities

(i) In technical positions:

• develop new equipment to criteria developed and specified by others;

• under routine direction, assist in the conduct of major experiments and research programs and/or in setting up complex or unusual equipment for a range of experiments and demonstrations; and/or

• demonstrate the use of equipment and prepare reports of a technical nature as directed.

(ii) In library technician positions:

• undertake copy cataloguing;

• use a range of bibliographic databases;

• undertake acquisitions; and/or

• respond to reference inquiries.

(iii) In administrative positions:

• may use a full range of desktop based programs, including word processing packages, mathematical formulae and symbols, manipulation of text and layout in desktop publishing and/or web software and management information systems;

• plan and set up spreadsheets or database applications;

• be responsible for providing a full range of secretarial services;

• may be responsible for accounting transactions and the production of reports;

• provide advice to students on enrolment procedures and requirements; and/or

• administer enrolment and course progression records.

General Staff Level 4

(a) Training level or qualifications

Level 4 duties typically require a skill level which assumes and requires knowledge or training equivalent to:

(i) completion of a degree without subsequent relevant work experience;

(ii) completion of an advanced diploma qualification and at least one year's subsequent relevant work experience;

(iii) completion of a diploma qualification and at least two years' subsequent relevant work experience;

(iv) completion of a Certificate IV and extensive relevant work experience;

(v) completion of a post-trade certificate and extensive (typically more than two years) relevant experience as a technician; or

(vi) an equivalent combination of relevant experience and/or education/training.

(b) Occupational equivalent

Graduate (i.e. degree) or professional, without subsequent work experience on entry (including inexperienced computer systems officer). Administrator with responsibility for advice and determinations. Experienced technical officer.

(c) Level of supervision

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

(d) 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 degree level, in a straightforward way. In administrative positions, provide interpretation, advice and decisions on rules and entitlements.

(e) Organisational knowledge

Perform tasks/assignments which require proficiency in the work area's rules, regulations, policies, procedures, systems, processes and techniques, and how they interact with other related functions, in order to assist in their adaptation to achieve objectives, and advise, assist and influence others.

(f) Judgment, independence and problem solving

In professional positions, solve problems 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 co-ordinating a team to provide an administrative service.

(g) Typical activities

(i) In technical positions:

• develop new equipment to general specifications;

• under general direction, assist in the conduct of major experiments and research programs and/or in setting up complex or unusual equipment for a range of experiments and demonstrations;

• under broad direction, set up, monitor and demonstrate standard experiments and equipment use; and/or

• prepare reports of a technical nature.

(ii) In library technician positions:

• perform at a higher level than Level 3;

• assist with reader education programs and more complex bibliographic and acquisition services; and/or

• operate a discrete unit within a library which may involve significant supervision or be the senior employee in an out-posted service.

(iii) In administrative positions:

• responsible for the explanation and administration of an administrative function, e.g. student fees or HECS advice, records, determinations and payments, a centralised enrolment function, the organisation and administration of exams at a small campus;

• provide reports to management in account/financial, staffing; legislative requirements and other institutional activities; and/or

• administer salary and payroll requirements of the organisation.

(iv) In professional positions and under professional supervision:

• provide a range of library services including bibliographic assistance, original cataloguing and reader education in library and reference services; and/or

• provide counselling services.

General Staff Level 5

(a) Training level or qualifications

Level 5 duties typically require a skill level which assumes and requires knowledge or training equivalent to:

(i) a degree with subsequent relevant experience;

(ii) extensive experience and specialist expertise or broad knowledge in technical or administrative fields; or

(iii) an equivalent combination of relevant experience and/or education/training.

(b) Occupational equivalent

Graduate or professional with subsequent relevant work experience (including a computer systems officer with some experience), line manager, experienced technical specialist and/or technical supervisor.

(c) Level of supervision

In professional positions, general direction; in other positions, broad direction. May have extensive supervisory and line management responsibility for technical, administrative and other non-professional employees.

(d) 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.

(e) Organisational knowledge

Perform tasks/assignments which require proficiency in the work area's existing rules, regulations, policies, procedures, systems, 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.

(f) Judgment, 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.

(g) Typical activities

(i) In technical positions:

• manage a teaching or research laboratory or a field station;

• provide highly specialised technical services;

• set up complex experiments;

• design and construct complex or unusual equipment to general specifications;

• assist honours and postgraduate students with their laboratory requirements; and/or

• install, repair, provide and demonstrate computer services in laboratories.

(ii) In administrative positions:

• provide financial, policy and planning advice;

• service a range of administrative and academic committees, including preparation of agendas, papers, minutes and correspondence; and/or

• monitor expenditure against budget.

(iii) In professional positions:

• provide a range of library services, including bibliographic assistance, original cataloguing and reader education in library and reference services;

• provide counselling services;

• undertake a range of computer programming tasks;

• provide documentation and assistance to computer users; and/or

• analyse less complex user and system requirements.

General Staff Level 6

(a) Training level or qualifications

Level 6 duties typically require a skill level which assumes and requires knowledge or training equivalent to:

(i) a degree with at least four years' subsequent relevant experience;

(ii) extensive experience and management expertise in technical or administrative fields; or

(iii) an equivalent combination of relevant experience and/or education/training.

(b) Occupational equivalent

Senior librarian, technical manager, professional or scientific officer, senior administrator in a small organisation.

(c) Level of supervision

Broad direction. May manage other employees including administrative, technical and/or professional employees.

(d) 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 or technical positions, may be a recognised authority in a specialised area.

(e) Organisational knowledge

Detailed knowledge of academic and administrative policies and the interrelationships between a range of policies and activities.

(f) Judgment, 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 employees in order to achieve objectives. It may also involve the interpretation of policy which has an impact beyond the immediate work area.

(g) Typical activities

(i) In a library, combine specialist expertise and responsibilities for managing a library function.

(ii) In student services, the training and supervision of other professional employees combined with policy development responsibilities which may include professional development activities contributing to the profession and publication.

(iii) In technical manager positions, the management of teaching and scientific facilities.

(iv) In administrative positions, provide senior administrative support to a small organisation, or manage a functional unit with some complexity in a larger organisation.

General Staff Level 7

(a) Training level or qualifications

Level 7 duties typically require a skill level which assumes and requires knowledge or training equivalent to:

(i) postgraduate qualifications or progress towards postgraduate qualifications and extensive relevant experience;

(ii) extensive experience and management expertise; or

(iii) an equivalent combination of relevant experience and/or education/training.

(b) Occupational equivalent

Manager (including administrative, professional or scientific), senior administrator in a medium sized organisation.

(c) Level of supervision

Broad direction, working with a degree of autonomy. May have management responsibility for a functional area and/or manage other employees including administrative, technical and/or professional employees.

(d) Task level

Work at this level is likely to require the development of new ways of using a specific body of knowledge which applies to work assignments, or may involve the integration of other specific bodies of knowledge.

(e) Organisational knowledge

The employees will be expected to make policy recommendations to others and to implement programs involving major change which may impact on other areas of the institution's operations.

(f) Judgment, independence and problem solving

Responsible for program development and implementation. Provide strategic support and advice requiring integration of a range of organisational policies and external requirements, and an ability to achieve objectives operating within complex organisation structures.

(g) Typical activities

(i) Assist in the management of a large functional unit with a diverse or complex set of functions and significant resources.

(ii) Manage a function or development and implementation of a policy requiring a high degree of knowledge and sensitivity.

(iii) Manage a small or specialised unit where significant innovation, initiative and/or judgment are required.

(iv) Provide senior administrative support to organisations of medium complexity, taking into account the size, budget, course structure, external activities and management practices.

General Staff Level 8

(a) Training level or qualifications

Level 8 duties typically require a skill level which assumes and requires knowledge or training equivalent to:

(i) postgraduate qualifications and extensive relevant experience; or

(ii) extensive management experience and proven management expertise; or

(iii) an equivalent combination of relevant experience and/or education/training.

(b) Occupational equivalent

Manager (including administrative, professional or scientific), senior administrator in a more complex organisation.

(c) Level of supervision

Broad direction, working with a considerable degree of autonomy. Will have management responsibility for a major functional area and/or manage other employees including administrative, technical and/or professional employees.

(d) Task level

Demonstrated capacity to conceptualise, develop and review major professional, management or administrative policies at the corporate level. Significant high level creative, planning and management functions. Responsibility for significant resources.

(e) Organisational knowledge

Conceptualise, develop and review major policies, objectives and strategies involving high level liaison with internal and external client areas. Responsible for programs involving major change which may impact on other areas of the institution's operations.

(f) Judgment, independence and problem solving

Responsible for significant program development and implementation. Provide strategic support and advice (e.g. to schools or faculties or at the corporate level) requiring integration of a range of internal and external policies and demands, and an ability to achieve broad objectives while operating within complex organisational structures.

(g) Typical activities

(i) Assist in the management of a large functional unit with a diverse or complex set of functions and significant resources.

(ii) Manage a function or development and implementation of a policy requiring a high degree of knowledge and sensitivity and the integration of internal and external requirements.

(iii) Manage a small and specialised unit where significant innovation, initiative and/or judgment are required.

(iv) Provide senior administrative support to the more complex organisations, taking into account the size, budget, course structure, external activities and management practices.

General Staff Level 9

(a) Training level or qualifications

Level 9 duties typically require a skill level which assumes and requires knowledge or training equivalent to:

(i) proven expertise in the management of significant human and material resources; and

(ii) in some areas postgraduate qualifications and extensive relevant experience.

(b) Occupational equivalent

Senior program manager or administrative manager.

(c) Level of supervision

Broad direction, operating with a high overall degree of autonomy. Will have substantial management responsibility for diverse activities and/or employees (including administrative, technical and/or professional employees).

(d) Task level

Complex, significant and high level creative planning, program and managerial functions with clear accountability for program performance. Comprehensive knowledge of related programs. Generate and use a high level of theoretical and applied knowledge.

(e) Organisational knowledge

Bring a multi-perspective understanding to the development, carriage, marketing and implementation of new policies; devise new ways of adapting the organisation's strategies to new, including externally generated, demands.

(f) Judgment, independence and problem solving

Be fully responsible for the achievement of significant organisational objectives and programs.

(g) Typical activities

(i) Manage a large functional unit with a diverse or complex set of functions and significant resources.

(ii) Manage a more complex function or unit where significant innovation, initiative and/or judgment are required.

(iii) Provide senior administrative support to the most complex and larger organisations involving complex course structures, significant staff and financial resources, outside activities and extensive devolution of administrative, policy and financial management responsibilities to this position.

SCHEDULE 2

PART B

NEIGHBOURHOOD HOUSE (SCHCADS AWARD) EMPLOYEES CLASSIFICATION DEFINITIONS

Social and community services employee level 1

B.1.1 Characteristics of the level

(a) A person employed as a Social and community services employee level 1 works under close direction and undertakes routine activities which require the practical application of basic skills and techniques. They may include the initial recruit who may have limited relevant experience.

(b) General features of work in this level consist of performing clearly defined activities with outcomes being readily attainable. Employees' duties at this level will be closely monitored with instruction and assistance being readily available.

(c) Freedom to act is limited by standards and procedures. However, with experience, employees at this level may have sufficient freedom to exercise judgment in the planning of their own work within those confines.

(d) Positions at this level will involve employees in extensive on-the-job training including familiarisation with the goals and objectives of the workplace.

(e) Employees will be responsible for the time management of their work and required to use basic numeracy, written and verbal communication skills, and where relevant, skills required to assist with personal care and lifestyle support.

(f) Supervision of other staff or volunteers is not a feature at this level. However, an experienced employee may have technical oversight of a minor work activity.

(g) At this level, employers are expected to offer substantial internal and/or external training.

B.1.2 Responsibilities

A position at this level may include some of the following inputs or those of a similar value:

(a) undertake routine activities of a clerical and/or support nature;

(b) undertake straightforward operation of keyboard equipment including data input and word processing at a basic level;

(c) provide routine information including general reception and telephonist duties;

(d) provide general stenographic duties;

(e) apply established practices and procedures;

(f) undertake routine office duties involving filing, recording, checking and batching of accounts, invoices, orders, stores requisitions and maintenance of an existing records system;

(g) resident contact and interaction including attending to their personal care or undertaking generic domestic duties under direct or routine supervision and either individually or as part of a team as part of the delivery of disability services;

(h) preparation of the full range of domestic duties including cleaning and food service, assistance to residents in carrying out personal care tasks under general supervision either individually or as part of a team as part of the delivery of disability services.

The minimum rate of pay for employees engaged in responsibilities which are prescribed by B.1.2(h) is pay point 2.

B.1.3 Requirements of the position

Some or all of the following are needed to perform work at this level:

(a) Skills, knowledge, experience, qualifications and/or training

(i) developing knowledge of the workplace function and operation;

(ii) basic knowledge of administrative practices and procedures relevant to the workplace;

(iii) a developing knowledge of work practices and policies of the relevant work area;

(iv) basic numeracy, written and verbal communication skills relevant to the work area;

(v) at this level employers are required to offer substantial on-the-job training.

(b) Organisational relationships

Work under direct supervision.

(c) Extent of authority

(i) Work outcomes are clearly monitored.

(ii) Freedom to act is limited by standards and procedures.

(iii) Solutions to problems are found in established procedures and instructions with assistance readily available.

(iv) Project completion according to instructions and established procedures.

(v) No scope for interpretation.

(d) Progression

An employee primarily engaged in responsibilities which are prescribed by B.1.2(g) will, if full-time, progress to pay point 2 on completion of 12 months' industry experience, or if part-time, on completion of 1976 hours of industry experience. Industry experience means 12 months of relevant experience gained over the previous 3 years.

B.2 Social and community services employee level 2

B.2.1 Characteristics of the level

(a) A person employed as a Social and community services employee level 2 will work under general guidance within clearly defined guidelines and undertake a range of activities requiring the application of acquired skills and knowledge.

(b) General features at this level consist of performing functions which are defined by established routines, methods, standards and procedures with limited scope to exercise initiative in applying work practices and procedures. Assistance will be readily available. Employees may be responsible for a minor function and/or may contribute specific knowledge and/or specific skills to the work of the organisation. In addition, employees may be required to assist senior workers with specific projects.

(c) Employees will be expected to have an understanding of work procedures relevant to their work area and may provide assistance to lower classified employees or volunteers concerning established procedures to meet the objectives of a minor function.

(d) Employees will be responsible for managing time, planning and organising their own work and may be required to oversee and/or guide the work of a limited number of lower classified employees or volunteers. Employees at this level could be required to resolve minor work procedural issues in the relevant work area within established constraints.

(e) Employees who have completed an appropriate certificate and are required to undertake work related to that certificate will be appointed to this level. Where the appropriate certificate is a level 4 certificate the minimum rate of pay will be pay point 2.

(f) Employees who have completed an appropriate diploma and are required to undertake work related to the diploma will commence at the second pay point of this level and will advance after 12 full-time equivalent months' satisfactory service.

B.2.2 Responsibilities

A position at this level may include some of the following:

(a) undertake a range of activities requiring the application of established work procedures and may exercise limited initiative and/or judgment within clearly established procedures and/or guidelines;

(b) achieve outcomes which are clearly defined;

(c) respond to enquiries;

(d) assist senior employees with special projects;

(e) prepare cash payment summaries, banking reports and bank statements, post journals to ledger etc. and apply purchasing and inventory control requirements;

(f) perform elementary tasks within a community service program requiring knowledge of established work practices and procedures relevant to the work area;

(g) provide secretarial support requiring the exercise of sound judgment, initiative, confidentiality and sensitivity in the performance of work;

(h) perform tasks of a sensitive nature including the provision of more than routine information, the receiving and accounting for moneys and assistance to clients;

(i) assist in calculating and maintaining wage and salary records;

(j) assist with administrative functions;

(k) implementing client skills and activities programmes under limited supervision either individually or as part of a team as part of the delivery of disability services;

(l) supervising or providing a wide range of personal care services to residents under limited supervision either individually or as part of a team as part of the delivery of disability services;

(m) assisting in the development or implementation of resident care plans or the planning, cooking or preparation of the full range of meals under limited supervision either individually or as part of a team as part of the delivery of disability services;

(n) possessing an appropriate qualification (as identified by the employer) at the level of certificate 4 or above and supervising the work of others (including work allocation, rostering and providing guidance) as part of the delivery of disability services as described above or in subclause B.1.2.

B.2.3 Requirements of the position

Some or all of the following are needed to perform work at this level:

(a) Skills, knowledge, experience, qualification and/or training

(i) basic skills in oral and written communication with clients and other members of the public;

(ii) knowledge of established work practices and procedures relevant to the workplace;

(iii) knowledge of policies relating to the workplace;

(iv) application of techniques relevant to the workplace;

(v) developing knowledge of statutory requirements relevant to the workplace;

(vi) understanding of basic computing concepts.

(b) Prerequisites

(i) an appropriate certificate relevant to the work required to be performed;

(ii) will have attained previous experience in a relevant industry, service or an equivalent level of expertise and experience to undertake the range of activities required;

(iii) appropriate on-the-job training and relevant experience; or

(iv) entry point for a diploma without experience.

(c) Organisational relationships

(i) work under regular supervision except where this level of supervision is not required by the nature of responsibilities under B.2.2 being undertaken;

(ii) provide limited guidance to a limited number of lower classified employees.

(d) Extent of authority

(i) work outcomes are monitored;

(ii) have freedom to act within established guidelines;

(iii) solutions to problems may require the exercise of limited judgment, with guidance to be found in procedures, precedents and guidelines. Assistance will be available when problems occur.

B.3 Social and community services employee level 3

B.3.1 Characteristics of this level

(a) A person employed as a Social and community services employee level 3 will work under general direction in the application of procedures, methods and guidelines which are well established.

(b) General features of this level involve solving problems of limited difficulty using knowledge, judgment and work organisational skills acquired through qualifications and/or previous work experience. Assistance is available from senior employees. Employees may receive instruction on the broader aspects of the work. In addition, employees may provide assistance to lower classified employees.

(c) Positions at this level allow employees the scope for exercising initiative in the application of established work procedures and may require the employee to establish goals/objectives and outcomes for their own particular work program or project.

(d) At this level, employees may be required to supervise lower classified staff or volunteers in their day-to-day work. Employees with supervisory responsibilities may undertake some complex operational work and may undertake planning and co-ordination of activities within a clearly defined area of the organisation including managing the day-to-day operations of a group of residential facility for persons with a disability.

(e) Employees will be responsible for managing and planning their own work and that of subordinate staff or volunteers and may be required to deal with formal disciplinary issues within the work area.

(f) Those with supervisory responsibilities should have a basic knowledge of the principles of human resource management and be able to assist subordinate staff or volunteers with on-the-job training. They may be required to supervise more than one component of the work program of the organisation.

(g) Graduates with a three year degree that undertake work related to the responsibilities under this level will commence at no lower than pay point 3. Graduates with a four year degree that undertake work related to the responsibilities under this level will commence at no lower than pay point 4.

B.3.2 Responsibilities

To contribute to the operational objectives of the work area, a position at this level may include some of the following:

(a) undertake responsibility for various activities in a specialised area;

(b) exercise responsibility for a function within the organisation;

(c) allow the scope for exercising initiative in the application of established work procedures;

(d) assist in a range of functions and/or contribute to interpretation of matters for which there are no clearly established practices and procedures although such activity would not be the sole responsibility of such an employee within the workplace;

(e) provide secretarial and/or administrative support requiring a high degree of judgment, initiative, confidentiality and sensitivity in the performance of work;

(f) assist with or provide a range of records management services, however the responsibility for the records management service would not rest with the employee;

(g) proficient in the operation of the computer to enable modification and/or correction of computer software systems or packages and/or identification problems. This level could include systems administrators in small to medium sized organisations whose responsibility includes the security/integrity of the system;

(h) apply computing programming knowledge and skills in systems development, maintenance and implementation under direction of a senior employee;

(i) supervise a limited number of lower classified employees or volunteers;

(j) allow the scope for exercising initiative in the application of established work procedures;

(k) deliver single stream training programs;

(l) co-ordinate elementary service programs;

(m) provide assistance to senior employees;

(n) where prime responsibility lies in a specialised field, employees at this level would undertake at least some of the following:

(i) undertake some minor phase of a broad or more complex assignment;

(ii) perform duties of a specialised nature;

(iii) provide a range of information services;

(iv) plan and co-ordinate elementary community-based projects or programs;

(v) perform moderately complex functions including social planning, demographic analysis, survey design and analysis.

(o) in the delivery of disability services as described in subclauses B.1.2 or B.2.2, taking overall responsibility for the personal care of residents; training, co-ordinating and supervising other employees and scheduling work programmes; and assisting in liaison and co-ordination with other services and programmes.

B.3.3 Requirements of the job

Some or all of the following are needed to perform work at this level:

(a) Skills, knowledge, experience, qualifications and/or training

(i) thorough knowledge of work activities performed within the workplace;

(ii) sound knowledge of procedural/operational methods of the workplace;

(iii) may utilise limited professional or specialised knowledge;

(iv) working knowledge of statutory requirements relevant to the workplace;

(v) ability to apply computing concepts.

(b) Prerequisites

(i) entry level for graduates with a relevant three year degree that undertake work related to the responsibilities under this level—pay point 3;

(ii) entry level for graduates with a relevant four year degree that undertake work related to the responsibilities under this level—pay point 4;

(iii) associate diploma with relevant experience; or

(iv) relevant certificate with relevant experience, or experience attained through previous appointments, services and/or study of an equivalent level of expertise and/or experience to undertake the range of activities required.

(c) Organisational relationships

(i) graduates work under direct supervision;

(ii) works under general supervision except where this level of supervision is not required by the nature of the responsibilities under B.3.2 being undertaken;

(iii) operate as member of a team;

(iv) supervision of other employees.

(d) Extent of authority

(i) graduates receive instructions on the broader aspects of the work;

(ii) freedom to act within defined established practices;

(iii) problems can usually be solved by reference to procedures, documented methods and instructions. Assistance is available when problems occur.

B.4 Social and community services employee level 4

B.4.1 Characteristics of this level

(a) A person employed as a Social and community services employee level 4 will work under general direction in functions that require the application of skills and knowledge appropriate to the work. Generally guidelines and work procedures are established.

(b) General features at this level require the application of knowledge and skills which are gained through qualifications and/or previous experience in a discipline. Employees will be expected to contribute

knowledge in establishing procedures in the appropriate work-related field. In addition, employees at this level may be required to supervise various functions within a work area or activities of a complex nature.

(c) Positions may involve a range of work functions which could contain a substantial component of supervision. Employees may also be required to provide specialist expertise or advice in their relevant discipline.

(d) Work at this level requires a sound knowledge of program, activity, operational policy or service aspects of the work performed with a function or a number of work areas.

(e) Employees require skills in managing time, setting priorities, planning and organising their own work and that of lower classified staff and/or volunteers where supervision is a component of the position, to achieve specific objectives.

(f) Employees will be expected to set outcomes and further develop work methods where general work procedures are not defined.

B.4.2 Responsibilities

To contribute to the operational objectives of the workplace, a position at this level may include some of the following:

(a) undertake activities which may require the employee to exercise judgment and/or contribute critical knowledge and skills where procedures are not clearly defined;

(b) perform duties of a specialised nature requiring the development of expertise over time or previous knowledge;

(c) identification of specific or desired performance outcomes;

(d) contribute to interpretation and administration of areas of work for which there are no clearly established procedures;

(e) expected to set outcomes and further develop work methods where general work procedures are not defined and could exercise judgment and contribute critical knowledge and skills where procedures are not clearly defined;

(f) although still under general direction, there is greater scope to contribute to the development of work methods and the setting of outcomes. However, these must be within the clear objectives of the organisation and within budgetary constraints;

(g) provide administrative support of a complex nature to senior employees;

(h) exercise responsibility for various functions within a work area;

(i) provide assistance on grant applications including basic research or collection of data;

(j) undertake a wide range of activities associated with program activity or service delivery;

(k) develop, control and administer a records management service for the receipt, custody, control, preservation and retrieval of records and related material;

(l) undertake computer operations requiring technical expertise and experience and may exercise initiative and judgment in the application of established procedures and practices;

(m) apply computer programming knowledge and skills in systems development, maintenance and implementation;

(n) provide a reference and research information service and technical service including the facility to understand and develop technologically based systems;

(o) where the prime responsibility lies in a specialised field, employees at this level would undertake at least some of the following:

(i) liaise with other professionals at a technical/professional level;

(ii) discuss techniques, procedures and/or results with clients on straight forward matters;

(iii) lead a team within a specialised project;

(iv) provide a reference, research and/or technical information service;

(v) carry out a variety of activities in the organisation requiring initiative and judgment in the selection and application of established principles, techniques and methods;

(vi) perform a range of planning functions which may require exercising knowledge of statutory and legal requirements;

(vii) assist senior employees with the planning and co-ordination of a community program of a complex nature.

B.4.3 Requirements of the position

Some or all of the following are needed to perform work at this level:

(a) Skills, knowledge, experience, qualifications and/or training

(i) knowledge of statutory requirements relevant to work;

(ii) knowledge of organisational programs, policies and activities;

(iii) sound discipline knowledge gained through experience, training or education;

(iv) knowledge of the role of the organisation and its structure and service;

(v) specialists require an understanding of the underlying principles in the discipline.

(b) Prerequisites

(i) relevant four year degree with one years relevant experience;

(ii) three year degree with two years of relevant experience;

(iii) associate diploma with relevant experience;

(iv) lesser formal qualifications with substantial years of relevant experience; or

(v) attained through previous appointments, service and/or study, an equivalent level of expertise and experience to undertake a range of activities,

(c) Employees undertaking specialised services will be promoted to this level once they have had the appropriate experience and undertake work related to the responsibilities under this level.

(d) Employees working as sole employees will commence at this level.

(e) Organisational relationships

(i) works under general direction;

(ii) supervises other staff and/or volunteers or works in a specialised field.

(f) Extent of authority

(i) required to set outcomes within defined constraints;

(ii) provides specialist technical advice;

(iii) freedom to act governed by clear objectives and/or budget constraints which may involve the contribution of knowledge in establishing procedures within the clear objectives and/or budget constraints where there are no defined established practices;

(iv) solutions to problems generally found in precedents, guidelines or instructions;

(v) assistance usually available.

B.5 Social and community services employee level 5

B.5.1 Characteristics of the level

(a) A person employed as a Social and community services employee level 5 will work under general direction from senior employees. Employees undertake a range of functions requiring the application of a high level of knowledge and skills to achieve results in line with the organisation's goals.

(b) Employees adhere to established work practices. However, they may be required to exercise initiative and judgment where practices and direction are not clearly defined.

(c) General features at this level indicate involvement in establishing organisation programs and procedures. Positions will include a range of work functions and may involve supervision. Work may span more than one discipline. In addition, employees at this level may be required to assist in the preparation of, or

prepare the organisation's budget. Employees at this level will be required to provide expert advice to employees classified at a lower level and volunteers.

(d) Positions at this level demand the application of knowledge which is gained through qualifications and/or previous experience. In addition, employees will be required to set priorities and monitor work flows in their area of responsibility which may include establishing work programs in small organisations.

(e) Employees are required to set priorities, plan and organise their own work and that of lower classified staff and/or volunteers and establish the most appropriate operational methods for the organisation. In addition, interpersonal skills are required to gain the co-operation of clients and staff.

(f) Employees responsible for projects and/or functions will be required to establish outcomes to achieve organisation goals. Specialists may be required to provide multi-disciplinary advice.

B.5.2 Responsibilities

To contribute to the operational objectives of the work area, a position at this level may include some of the following:

(a) responsibility for a range of functions within the organisation requiring a high level of knowledge and skills;

(b) undertake responsibility for a moderately complex project, including planning, co-ordination, implementation and administration;

(c) undertake a minor phase of a broader or more complex professional assignment;

(d) assist with the preparation of or prepare organisation or program budgets in liaison with management;

(e) set priorities and monitor work flow in the areas of responsibility;

(f) provide expert advice to employees classified at lower levels and/or volunteers;

(g) exercise judgment and initiative where procedures are not clearly defined;

(h) understanding of all areas of computer operation to enable the provision of advice and assistance when non-standard procedures/processes are required;

(i) monitor and interpret legislation, regulations and other agreements relating to occupational health and safety, workers compensation and rehabilitation;

(j) undertake analysis/design for the development and maintenance of projects and/or undertake programming in specialist areas. May exercise responsibility for a specialised area of computing operation

(k) undertake publicity assignments within the framework of the organisation's publicity and promotions program. Such assignments would be of limited scope and complexity but would involve the co-ordination of facets of the total program including media liaison, design and layout of publications/displays and editing;

(l) operate as a specialist employee in the relevant discipline where decisions made and taken rest with the employee with no reference to a senior employee;

(m) undertake duties that require knowledge of procedures, guidelines and/or statutory requirements relevant to the organisation;

(n) plan, co-ordinate, implement and administer the activities and policies including preparation of budget;

(o) develop, plan and supervise the implementation of educational and/or developmental programs for clients;

(p) plan, co-ordinate and administer the operation of a multi-functional service including financial management and reporting;

(q) where the prime responsibility lies in professional services, employees at this level would undertake at least some of the following:

(i) under general direction undertake a variety of tasks of a specialised and/or detailed nature;

(ii) exercise professional judgment within prescribed areas;

(iii) carry out planning, studies or research for particular projects including aspects of design, formulation of policy, implementation of procedures and presentation;

(iv) provide reports on progress of program activities including recommendations;

(v) exercise a high level of interpersonal skills in dealing with the public and other organisations;

(vi) plan, develop and operate a community service organisation of a moderately complex nature.

B.5.3 Requirements of the position

Some or all of the following are needed to perform work at this level:

(a) Skills, knowledge, experience, qualifications and/or training

(i) knowledge of organisational programs, policies and activities;

(ii) sound discipline knowledge gained through experience;

(iii) knowledge of the role of the organisation, its structure and services.

(b) Prerequisites

(i) relevant degree with relevant experience;

(ii) associate diploma with substantial experience;

(iii) qualifications in more than one discipline;

(iv) less formal qualifications with specialised skills sufficient to perform at this level; or

(v) attained through previous appointments, service and/or study an equivalent level of experience and expertise to undertake the range of activities required.

(c) Organisational relationships

(i) work under general direction;

(ii) supervise other employees and/or volunteers.

(d) Extent of authority

(i) exercise a degree of autonomy;

(ii) control projects and/or programs;

(iii) set outcomes for lower classified staff;

(iv) establish priorities and monitor work flow in areas of responsibility;

(v) solutions to problems can generally be found in documented techniques, precedents and guidelines or instructions. Assistance is available when required.

B.6 Social and community services employee level 6

B.6.1 Characteristics of the level

(a) A person employed as a Social and community services employee level 6 will operate under limited direction from senior employees or management and undertake a range of functions for which operational policies, practices and guidelines may need to be developed.

(b) General features at this level allow employees the scope to influence the operational activities of the organisation and would require employees to be involved with establishing operational procedures which impact upon the organisation and/or the sections of the community served by it. Employees at this level will be expected to contribute to management of the organisation, assist or prepare budgets, establish procedures and work practices. Employees will be involved in the formation of programs and work practices and will be required to provide assistance and/or expert advice to other employees. Employees may be required to negotiate matters on behalf of the organisation.

(c) Positions at this level will require responsibility for decision-making in the particular work area and the provision of expert advice. Employees will be required to provide consultation and assistance relevant to the workplace. Employees will be required to set outcomes for the work areas for which they are responsible so as to achieve the objectives of the organisation. They may be required to undertake the control and co-ordination of a program, project and/or significant work area. Employees require a good understanding of the long term goals of the organisation.

(d) Employees may exercise managerial responsibility, work independently as specialists or may be a senior member of a single discipline project team or provide specialist support to a range of programs or activities. Positions at this level may be identified by: impact of activities undertaken or achievement of stated outcomes or objectives for the workplace; the level of responsibility for decision-making; the exercise of judgment; delegated authority; and the provision of expert advice.

(e) Managing time is essential so outcomes can be achieved. A high level of interpersonal skills is required to resolve organisational issues, negotiate contracts, develop and motivate staff. Employees will be required to understand and implement effective staff management and personnel practices.

B.6.2 Responsibilities

To contribute to the operational objectives of the work area, a position at this level may include some of the following:

(a) undertake significant projects and/or functions involving the use of analytical skills;

(b) undertake managerial or specialised functions under a wide range of conditions to achieve results in line with organisation goals;

(c) exercise managerial control, involving the planning, direction, control and evaluation of operations which include providing analysis and interpretation for either a major single or multi-specialist operation;

(d) undertake a range of duties within the work area, including develop work practices and procedures; problem definition, planning and the exercise of judgment; provide advice on policy matters and contribute to their development;

(e) negotiate on matters of significance within the organisation with other bodies and/or members of the public;

(f) provide advice on matters of complexity within the work area and/or specialised area;

(g) control and co-ordinate a work area or a larger organisation within budgetary constraints;

(h) exercise autonomy in establishing the operation of the work area;

(i) provide a consultancy service for a range of activities and/or to a wide range of clients;

(j) where the prime responsibility lies in a specialised field an employee at this level would undertake at least some of the following:

(i) provide support to a range of activities or programs;

(ii) control and co-ordinate projects;

(iii) contribute to the development of new procedures and methodology;

(iv) provide expert advice and assistance relevant to the work area;

(v) supervise/manage the operation of a work area and monitor work outcomes;

(vi) supervise on occasions other specialised staff;

(vii) supervise/manage the operation of a discrete element which is part of a larger organisation;

(viii) provide consultancy services for a range of activities.

B.6.3 Requirements of the position

Some or all of the following are needed to perform work at this level:

(a) Skills, knowledge, experience, qualification and/or training

(i) comprehensive knowledge of organisation policies and procedures;

(ii) specialist skills and/or supervision/management abilities exercised within a multi disciplinary or major single function operation;

(iii) specialist knowledge gained through experience, training or education;

(iv) appreciation of the long term goals of the organisation;

(v) detailed knowledge of program activities and work practices relevant to the work area;

(vi) knowledge of organisation structures and functions;

(vii) comprehensive knowledge of requirements relevant to the discipline.

(b) Prerequisites

(i) degree with substantial experience;

(ii) post graduate qualification;

(iii) associate diploma with substantial experience;

(iv) attained through previous appointments, service and/or study with a combination of experience, expertise and competence sufficient to perform the duties required at this level.

(c) Organisational relationships

(i) works under limited direction from senior employees of the Committee of Management or Board;

(ii) supervision of staff.

(d) Extent of authority

(i) exercise a degree of autonomy;

(ii) may manage a work area or medium to large organisation or multi-worksite organisation;

(iii) has significant delegated authority;

(iv) selection of methods and techniques based on sound judgment;

(v) manage significant projects and/or functions;

(vi) solutions to problems can generally be found in documented techniques, precedents, or instructions. Advice available on complex or unusual matters.

B.7 Social and community services employee level 7

B.7.1 Characteristics of the level

(a) A person employed as a Community services employee level 7 will operate under limited direction and exercise managerial responsibility for various functions within a section and/or organisation or operate as a specialist, a member of a specialised professional team or independently.

(b) General features at this level require employees' involvement in establishing operational procedures which impact on activities undertaken and outcomes achieved by the organisation and/or activities undertaken by sections of the community served by the organisation.

(c) Employees are involved in the formation/establishment of programs, the procedures and work practices within the organisation and will be required to provide assistance to other employees and/or sections.

(d) Positions at this level will demand responsibility for decision-making and the provision of expert advice to other areas of the organisation. Employees would be expected to undertake the control and co-ordination of the organisation and major work initiatives. Employees require a good understanding of the long term goals of the organisation.

(e) In addition, positions at this level may be identified by the level of responsibility for decision-making, the exercise of judgment and delegated authority and the provision of expert advice.

(f) The management of staff is normally a feature at this level. Employees are required to set outcomes in relation to the organisation and may be required to negotiate matters on behalf of the organisation.

B.7.2 Responsibilities

To contribute to the operational objectives of the work area, a position at this level may include some of the following:

(a) undertake managerial or specialised functions under a wide range of conditions to achieve results in line with divisional/corporate goals;

(b) exercise managerial control, involving the planning, direction, control and evaluation of operations which include providing analysis and interpretation for either a major single discipline or multi-discipline operation;

(c) develop work practices and procedures for various projects;

(d) establish work area outcomes;

(e) prepare budget submissions for senior officers and/or the organisation;

(f) develop and implement significant operational procedures;

(g) review operations to determine their effectiveness;

(h) develop appropriate methodology and apply proven techniques in providing specialised services

(i) where prime responsibility lies in a professional field an officer at this level:

(i) controls and co-ordinates projects/programs within an organisation in accordance with corporate goals;

(ii) provides a consultancy service to a wide range of clients;

(iii) functions may involve complex professional problem solving;

(iv) provides advice on policy method and contributes to its development.

B.7.3 Requirements of the position

Some or all of the following are needed to perform work at this level:

(a) Skills, knowledge, experience, qualification and/or training

(i) comprehensive knowledge of policies and procedures;

(ii) application of a high level of discipline knowledge;

(iii) qualifications are generally beyond those required through tertiary education alone, typically acquired through completion of higher education qualifications to degree level and extensive relevant experience;

(iv) lesser formal qualifications with acquisition of considerable skills and extensive relevant experience to an equivalent standard; or

(v) a combination of experience, expertise and competence sufficient to perform the duties required at this level.

(b) Organisational relationships

(i) works under limited direction;

(ii) normally supervises other employees and establishes and monitors work outcomes.

(c) Extent of authority

(i) may manage section or organisation;

(ii) has significant delegated authority;

(iii) selection of methods and techniques based on sound judgment (guidance not always readily available within the organisation). Decisions and actions taken at this level may have significant effect on program/project/work areas being managed.

B.8 Social and community services employee level 8

B.8.1 Characteristics of this level

(a) A person employed as a Social and community services employee level 8 is subject to broad direction from senior officers and will exercise managerial responsibility for the organisation's relevant activity. In addition, employees may operate as a senior specialist providing multi-functional advice to either various departments or directly to the organisation.

(b) A person employed as a Social and community services employee level 8 will be subject to broad direction from management/the employer and will exercise managerial responsibility for an organisation. In addition, employees may operate as a senior specialist providing multi-functional advice to other professional employees, the employer, Committee or Board of Management.

(c) General features of this level require the employee's involvement in the initiation and formulation of extensive projects or programs which impact on the organisation's goals and objectives. Employees are involved in the identification of current and future options and the development of strategies to achieve desired outcomes.

(d) Additional features include providing financial, specialised, technical, professional and/or administrative advice on policy matters within the organisation and/or about external organisations such as government policy.

(e) In addition, employees will be required to develop and implement techniques, work practices and procedures in all facets of the work area.

(f) Employees at this level require a high level of proficiency in the application of theoretical approaches in the search of optimal solutions to new problems and opportunities which may be outside of the original field of specialisation.

(g) Positions at this level will demand responsibility for decision-making within the constraints of organisational policy and require the employees to provide advice and support to all facets of the organisation. Employees will have significant impact upon policies and programs and will be required to provide initiative, and have the ability to formulate, implement, monitor and evaluate projects and programs.

(h) Positions at this level may be identified by the significant independence of action within the constraints of organisational policy.

B.8.2 Responsibilities

A position at this level may include some of or similar responsibilities to:

(a) undertake work of significant scope and complexity. A major portion of the work requires initiative;

(b) undertake duties of innovative, novel and/or critical nature with little or no professional direction;

(c) undertake functions across a range of administrative, specialist or operational areas which include specific programs or activities, management of services delivery and the provision of high level advice;

(d) provide authoritative specialist advice on policy matters and contribute to the development and review of policies, both internal and external;

(e) manage extensive programs or projects in accordance with organisational goals. This may require the development, implementation and evaluation of those goals;

(f) administer complex policy and program matters;

(g) may offer consultancy service;

(h) evaluate and develop/revise methodology techniques with the organisation. The application of high level analytical skills in the attainment and satisfying of organisational objectives;

(i) where the prime responsibility is in a specialised field, employees at this level would undertake at least some of the following:

(i) contribute to the development of operational policy;

(ii) assess and review the standards of work of other specialised personnel/external consultants;

(iii) initiate and formulate organisational programs;

(iv) implement organisational objectives within corporate goals;

(v) develop and recommend ongoing plans and programs.

B.8.3 Requirements of the position

Some or all of the following are needed to perform work at this level:

(a) Skills, knowledge, experience, qualification and/or training

(i) detailed knowledge of policy, programs, guidelines, procedures and practices of the organisation and external bodies;

(ii) detailed knowledge of statutory requirements.

(b) Prerequisites

(i) qualifications are generally beyond those normally acquired through a degree course and experience in the field of specialist expertise;

(ii) substantial post graduate experience;

(iii) lesser formal qualifications and the acquisition of considerable skills and extensive and diverse experience relative to an equivalent standard; or

(iv) attained through previous appointments, service and/or study with a combination of experience, expertise and competence sufficient to perform the duties of the position.

SCHEDULE 2

PART C

CHILDRENS SERVICES (CS AWARD) 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. At the commencement of employment an employee will be placed on the appropriate increment level of Schedule 3 Part D, as determined by point 6.Qualifications and 7. Experience below.

3. **Tutor 1**
   a) This classification level is equivalent to the Tutor/Instructor Level 1 of the ESPS award.
   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.

4. **Tutor 2**
   a) This classification level is equivalent to the Tutor/Instructor Level 2 of the ESPS award.
   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.

5. **Tutor 3/Teacher 1, 2 and 3**

   a) This classification level is equivalent to the VET Tutor or Teacher classifications of the ESPS award.
   b) A Tutor 3/Teacher 1, 2 and 3 will be required to perform significant regular administration, and consultation in association with each contact hour of delivery.
   c) A Tutor 3/Teacher 1, 2 and 3 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). More specifically:

6. **Qualifications:**

Tutor 3: *(Equivalent to Category D* of the ESPS award)

English Language Colleges or TESOL courses: other qualifications not provided for above and/or expected to acquire TESOL qualifications.

Teachers Other than TESOL: any other teacher, including a Vocational Education and Training (VET) tutor who has the qualifications required by the accredited curriculum or training package and who delivers and/or assesses nationally recognised competency based training which may result in a qualification or Statement of Attainment under the Australian Recognition Framework (ARF).

Teacher 1 *(Equivalent to Category C* of the ESPS award)

English Language Colleges or TESOL courses: a teacher with a degree/diploma (three year minimum) plus a recognised TESOL certificate; or a degree/diploma (three year minimum) including LOTE/TESOL method.

Teachers Other than TESOL: a teacher with a three year degree or equivalent at university level in a field relevant to the teaching area.

Teacher 2: *(Equivalent to Category B* of the ESPS award)

English Language Colleges or TESOL courses: a teacher having a degree and diploma of education or equivalent plus a recognised TESOL certificate; or a degree and diploma including LOTE/TESOL method.

Teachers Other than TESOL: a teacher with a four year degree or equivalent at university level in a field relevant to the teaching area.

Teacher 3: *(Equivalent to Category A* of the ESPS award)

English Language Colleges or TESOL courses: a teacher having a degree and diploma of education or equivalent and either a diploma in TESOL (e.g. Dip SRA, Grad Dip TESOL); or a postgraduate diploma in applied linguistics, languages other than English (LOTE), or multicultural education.
Teachers Other than TESOL: a teacher with a five year degree or equivalent at university level in a field relevant to the teaching area.

7. **Experience**

The employee's experience in the industry is recognised and taken into account when determining the increment level an employee will be appointed.

English Language Colleges or TESOL courses:

The following experience will be recognised as relevant experience:

(a) full-time TESOL teaching to adults or secondary students in schools or equivalent in Australia to classes of not less than five students;

(b) other full-time teaching, including in other languages, credited at the rate of one year of experience for each two years of such teaching, to a maximum of three years;

(c) part-time experience will be recognised on a pro rata basis; and

(d) where the teacher has worked for less than a full year, they will be accredited with experience in the proportion that the weeks worked over the 12 month period bears to the number of weeks normally required of a full-time teacher at the same institution.

Teachers Other than TESOL and Tutors 1 and 2:

(a) Experience will mean full-time adult teaching experience or equivalent part-time or casual experience.

(b) Casual experience will be credited on the basis that 800 face-to-face teaching hours is equivalent to one year of full-time experience.

Schedule 3

Salary Rates

Part A - Adult and Community Education Employees

Effective from the first full pay period on or after 1 July 2018

Schedule 3A: Adult and Community Education Employees

Classification	WEEKLY RATE	HOURLY RATE	CASUAL RATE
Level 1			
Year 1	$764.70	$20.12	$25.15
Year 2	$802.50	$21.12	$26.40
Year 3	$827.60	$21.78	$27.22
Level 2			
Year 1	$837.90	$22.05	$27.56
Year 2	$852.90	$22.44	$28.06
Year 3	$852.90	$22.44	$28.06
Level 3			
Year 1	$884.50	$23.28	$29.10
Year 2	$928.80	$24.44	$30.55
Year 3	$928.80	$24.44	$30.55
Level 4			
Year 1	$954.00	$25.11	$31.38
Year 2	$991.60	$26.09	$32.62
Year 3	$1,006.20	$26.48	$33.10
Level 5			
Year 1	$1,058.70	$27.86	$34.83
Year 2	$1,109.10	$29.19	$36.48
Year 3	$1,109.10	$29.19	$36.48
Level 6			
Year 1	$1,141.20	$30.03	$37.54
Year 2	$1,203.70	$31.68	$39.60
Year 3	$1,216.70	$32.02	$40.02
Level 7			
Year 1	$1,258.20	$33.11	$41.39
Year 2	$1,304.80	$34.34	$42.92
Level 8			
Year 1	$1,386.80	$36.49	$45.62
Level 9			
Year 1	$1,466.20	$38.58	$48.23

Schedule 3

Salary Rates

Part B - Neighbourhood House Employees

Effective from the first full pay period on or after 1 July 2018

Schedule 3B: Neighbourhood House Employees

Classification	WEEKLY RATE	HOURLY RATE	CASUAL RATE
Class I (unqualified) (Translating to SCHCADS (SACS) level 2			
1st Year	**$989.40**	$26.04	$32.55
2nd Year (Cert IV)	**$1,020.85**	$26.86	$33.58
3rd Year	**$1,050.08**	$27.63	$34.54
4th Year	**$1,077.27**	$28.35	$35.44
Class I (qualified) (Translating to SCHCADS (SACS) level 3			
1st Year (ass dip/adv'd cert)	**$1,072.07**	$28.21	$35.26
2nd Year	**$1,102.93**	$29.02	$36.28
3rd Year (3 year degree)	**$1,126.77**	$29.65	$37.06
4th Year (4 year degree)	**$1,150.90**	$30.29	$37.86
Class II (a) Translating to SCHCADS (SACS) level 4			
1st Year	**$1,220.49**	$32.12	$40.15
2nd Year	**$1,252.40**	$32.96	$41.20
3rd Year	**$1,284.56**	$33.80	$42.25
4th Year	**$1,313.19**	$34.56	$43.20
5th Year	**$1,313.19**	$34.56	$43.20
6th Year	**$1,313.19**	$34.56	$43.20
7th Year	**$1,315.36**	$34.61	$43.26
8th Year	**$1,330.12**	$35.00	$43.75
9th Year	**$1,340.72**	$35.28	$44.10
10th Year	**$1,351.02**	$35.55	$44.44
Class II (a) Translating to SCHCADS (SACS) level 5			
1st Year	**$1,382.18**	$36.37	$45.46
2nd Year	**$1,411.85**	$37.15	$46.44
3rd Year	**$1,444.76**	$38.02	$47.53
4th Year	**$1,444.76**	$38.02	$47.53
5th Year	**$1,444.76**	$38.02	$47.53
6th Year	**$1,444.76**	$38.02	$47.53
7th Year	**$1,444.76**	$38.02	$47.53
8th Year	**$1,444.76**	$38.02	$47.53
9th Year	**$1,446.76**	$38.07	$47.59
10th Year	**$1,457.06**	$38.34	$47.93

Schedule 3B: Neighbourhood House Employees (Continued)

Classification	WEEKLY RATE	HOURLY RATE	CASUAL RATE
Class II (b) Translating to SCHCADS (SACS) level 4			
1st Year	**$1,262.89**	$33.23	$41.54
2nd Year	**$1,296.64**	$34.12	$42.65
3rd Year	**$1,330.26**	$35.01	$43.76
4th Year	**$1,361.49**	$35.83	$44.79
5th Year	**$1,371.22**	$36.08	$45.10
6th Year	**$1,381.79**	$36.36	$45.45
Class II (b) Translating to SCHCADS (SACS) level 5			
1st Year	**$1,390.31**	$36.59	$45.74
2nd Year	**$1,422.65**	$37.44	$46.80
3rd Year	**$1,457.06**	$38.34	$47.93
4th Year	**$1,467.53**	$38.62	$48.28
5th Year	**$1,477.26**	$38.88	$48.60
6th Year	**$1,487.83**	$39.15	$48.94
Class II (b) Translating to SCHCADS (SACS) level 6			
1st Year	**$1,501.38**	$39.51	$49.39
2nd Year	**$1,534.69**	$40.39	$50.49
3rd Year	**$1,567.88**	$41.26	$51.58
4th Year	**$1,567.88**	$41.26	$51.58
5th Year	**$1,574.08**	$41.42	$51.78
6th Year	**$1,584.65**	$41.70	$52.13
Class III (Translating to SCHCADS (SACS) level 6			
1st Year	**$1,515.35**	$39.88	$49.85
2nd Year	**$1,549.63**	$40.78	$50.98
3rd Year and thereafter	**$1,584.65**	$41.70	$52.13
Class III (Translating to SCHCADS (SACS) level 7			
1st Year	**$1,617.92**	$42.58	$53.23
2nd Year	**$1,651.84**	$43.47	$54.34
3rd Year and thereafter	**$1,685.50**	$44.36	$55.45
Class III (Translating to SCHCADS (SACS) level 8			
1st Year	**$1,745.90**	$45.94	$57.43
2nd Year	**$1,780.09**	$46.84	$58.55
3rd Year and thereafter	**$1,814.54**	$47.75	$59.69

Schedule 3

Salary Rates

Part C - Children's Services Employees

Effective from the first full pay period on or after 1 July 2018

Schedule 3C: Children's Services Employees

Classification	WEEKLY RATE	HOURLY RATE	CASUAL RATE
Support Worker			
1.1	**$735.60**	$19.36	$24.20
2.1	**$763.70**	$20.10	$25.12
2.2	**$790.10**	$20.79	$25.99
3.1	**$837.40**	$22.04	$27.55
Children's Services Employee			
1.1 (1st Year)	**$735.60**	$19.36	$24.20
2.1	**$763.70**	$20.10	$25.12
2.2	**$790.10**	$20.79	$25.99
3.1 (Certificate III)	**$837.40**	$22.04	$27.55
3.2	**$866.20**	$22.79	$28.49
3.3	**$893.50**	$23.51	$29.39
3.4 (Diploma)	**$942.90**	$24.81	$31.02
4.1	**$986.40**	$25.96	$32.45
4.2	**$1,001.50**	$26.36	$32.94
4.3	**$1,016.40**	$26.75	$33.43
5.1	**$1,031.50**	$27.14	$33.93
5.2	**$1,046.40**	$27.54	$34.42
5.3	**$1,061.30**	$27.93	$34.91
5.4	**$1,065.00**	$28.03	$35.03
6.1 (up to 39)	**$1,189.40**	$31.30	$39.13
6.2	**$1,204.20**	$31.69	$39.61
6.3	**$1,219.00**	$32.08	$40.10
6.4 (40-59 places)	**$1,264.60**	$33.28	$41.60
6.5	**$1,276.10**	$33.58	$41.98
6.6	**$1,291.50**	$33.99	$42.48
6.7 (>59 places)	**$1,306.80**	$34.39	$42.99
6.8	**$1,321.70**	$34.78	$43.48
6.9	**$1,336.60**	$35.17	$43.96

Schedule 3

Part D - Tutors and Teachers

Pay Rates

Effective from the first full pay period on or after 1 July 2018

Schedule 3D: Tutors and Teachers

Classification	Annual Rate	Weekly Rate	Hourly Rate (FT/PT/Sessional)	Casual Rate	Casual Contact Rate*
Tutor 1					
Increment 1	$49,117.19	$941.32	$24.77	$30.95	
Increment 2	$49,772.12	$953.87	$25.10	$31.36	
Increment 3	$50,756.16	$972.73	$25.60	$31.98	
Tutor 2					
Increment 1	$49,772.12	$953.87	$25.10	$31.36	
Increment 2	$51,013.22	$977.66	$25.73	$32.15	
Increment 3	$52,501.92	$1,006.19	$26.48	$33.08	
Increment 4	$53,843.27	$1,031.90	$27.16	$33.93	
Increment 5	$55,238.64	$1,058.64	$27.86	$34.81	
Increment 6	$56,509.11	$1,082.99	$28.50	$35.61	
Tutor 3					
Increment 1	$54,155.91	$1,037.89	$27.31	$34.13	$51.87
Increment 2	$55,880.80	$1,070.94	$28.18	$35.21	$53.53
Increment 3	$57,676.62	$1,105.36	$29.09	$36.35	$55.25
Increment 4	$57,676.62	$1,105.36	$29.09	$36.35	$55.25
Increment 5	$57,676.62	$1,105.36	$29.09	$36.35	$55.25
Increment 6	$57,676.62	$1,105.36	$29.09	$36.35	$55.25
Increment 7	$57,676.62	$1,105.36	$29.09	$36.35	$55.25
Increment 8	$57,904.58	$1,109.73	$29.20	$36.49	$55.46
Increment 9	$59,306.60	$1,136.60	$29.91	$37.37	$56.81
Teacher 1					
Increment 1	$54,155.91	$1,037.89	$27.31	$34.13	$51.87
Increment 2	$55,880.80	$1,070.94	$28.18	$35.21	$53.53
Increment 3	$57,676.62	$1,105.36	$29.09	$36.35	$55.25
Increment 4	$57,676.62	$1,105.36	$29.09	$36.35	$55.25
Increment 5	$57,676.62	$1,105.36	$29.09	$36.35	$55.25
Increment 6	$57,676.62	$1,105.36	$29.09	$36.35	$55.25
Increment 7	$57,904.58	$1,109.73	$29.20	$36.49	$55.46
Increment 8	$59,306.60	$1,136.60	$29.91	$37.37	$56.81
Increment 9	$61,116.70	$1,171.29	$30.82	$38.51	$58.54
Increment 10	$62,801.81	$1,203.58	$31.67	$39.58	$60.15
Increment 11	$64,289.37	$1,232.09	$32.42	$40.51	$61.58
Teacher 2					
Increment 1	$54,155.91	$1,037.89	$27.31	$34.13	$51.87
Increment 2	$55,880.80	$1,070.94	$28.18	$35.21	$53.53
Increment 3	$57,676.62	$1,105.36	$29.09	$36.35	$55.25
Increment 4	$57,676.62	$1,105.36	$29.09	$36.35	$55.25
Increment 5	$57,676.62	$1,105.36	$29.09	$36.35	$55.25
Increment 6	$57,904.58	$1,109.73	$29.20	$36.49	$55.46
Increment 7	$59,306.60	$1,136.60	$29.91	$37.37	$56.81
Increment 8	$61,116.70	$1,171.29	$30.82	$38.51	$58.54
Increment 9	$62,801.81	$1,203.58	$31.67	$39.58	$60.15
Increment 10	$64,289.37	$1,232.09	$32.42	$40.51	$61.58

Schedule 3D: Tutors and Teachers (Continued)

Classification	Annual Rate	Weekly Rate	Hourly Rate (FT/PT/Sessional)	Casual Rate	Casual Contact Rate*
Teacher 3					
Increment 1	$54,155.91	$1,037.89	$27.31	$34.13	$51.87
Increment 2	$55,880.80	$1,070.94	$28.18	$35.21	$53.53
Increment 3	$57,676.62	$1,105.36	$29.09	$36.35	$55.25
Increment 4	$57,676.62	$1,105.36	$29.09	$36.35	$55.25
Increment 5	$57,904.58	$1,109.73	$29.20	$36.49	$55.46
Increment 6	$59,306.60	$1,136.60	$29.91	$37.37	$56.81
Increment 7	$61,116.70	$1,171.29	$30.82	$38.51	$58.54
Increment 8	$62,801.81	$1,203.58	$31.67	$39.58	$60.15
Increment 9	$64,289.37	$1,232.09	$32.42	$40.51	$61.58

* See clause 11.6.7.1: There are two options for the calculation of casual rates for Tutor 3/Teacher rates of pay. The option to be used will be determined on appointment of the employee depending on the extent of associated duties required in addition to delivery.

Schedule 4

Schedule 4: Allowances

Clause 20.1 - Overnight Travel Allowance	
Accommodation	
Capital Cities	$173.00
Regional Areas	$152.00
Meals	
Breakfast - Capital	$24.35
Breakfast - Regional	$24.35
Lunch - Capital	$27.35
Lunch - Regional	$24.90
Dinner - Capital	$46.70
Dinner - Regional	$48.50
Incidentals	$17.85
Clause 20.2 - Meal allowance	
Breakfast	$24.35
Lunch	$24.90
Dinner	$48.50
Clause 20.4 - Motor Vehicle allowance	
Car	78 c/km
Motor Cycle	25 c/km
Clause 20.6 - First Aid allowance (per week)	$14.99
Clause 20.8 – On call allowance	
clause 20.8.1	$17.96
clause 20.8.2	$35.56
Clause 23.9 – Overtime meal allowance	$12.48

SCHEDULE 5

List of Respondents

Arrabri Community House
Bairnsdale Neighbourhood House
Ballarat Neighbourhood Centre
Briagolong Community House
Bunyip & District Community House
Creeds Farm Living & Learning Centre
Dallas Neighbourhood house
Darley Neighbourhood House & Learning Centre
Deans Marsh Community Cottage
Echuca Community Education Group
Kew Neighbourhood Learning Centre
Lancefield Neighbourhood House
Lara Community Centre
Maryborough Community House
Myrtleford Neighbourhood Centre
Newlands and East Coburg Community Hubs Inc
Reservoir Neighbourhood House
Robinvale Network House
Seymour & District Community House
The Centre: Connecting in North & West Melbourne
Violet Town Community House
Waminda Community Centre
Warragul Community House
Wedderburn Community House

Dear Commissioner Bissett

Neighbourhood Houses and Adult Community Education Centres Collective Agreement 2018 (AG2018/4703)

We provide the following undertakings in response to issues identified by the Fair Work Commission

Undertaking (s.190 of the Fair Work Act 2009)

I, Toby Halls, Workplace Relations Advisor for Jobs Australia Ltd give the following undertaking with respect of the Neighbourhood Houses and Adult Community Education Centres Collective Agreement 2018:

I have the authority given to me by the employers that are parties to the agreement to provide this undertaking in relation to the application before the Fair Work Commission.

1. In clause 9, we undertake that where a dispute is unresolved and referred to the Fair Work Commission the employee is entitled to nominate a representative.

2. In clause 16, we undertake that a sign-on bonus of $10.00 (inclusive of interest) is payable to all employees of employers employed at the "test time" for this Agreement pursuant to s193(6) of the Fair Work Act 2009 (Cth) and is payable from that date.

3. In clause 33, we undertake that

    a) Paid carer's leave is also accessible where a personal injury affects a family or household member; and

    b) Up to 2 days of unpaid carer's leave is available to casual employees on each occasion in accordance with the provisions of the NES; and

    c) Unpaid carer's leave may be available leave for each occasion (a permissible occasion) when a member of the employee's immediate family, or a member of the employee's household, requires care or support because of:

        i. a personal illness, or personal injury, affecting the member; or

        ii. an unexpected emergency affecting the member.

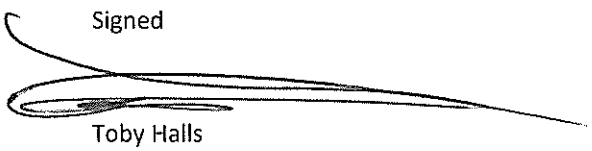
4. In clause 3, we undertake that this clause operates to incorporate each of the relevant Awards.

5. In Schedule 3, we undertake that

    a) The hourly rates contained in Part A shall be no less than the hourly rates that would apply as calculated under the ESPE Award. This includes dividing annual salaries by 313 and multiplying amounts by 6 under the Award to get the weekly rates and then dividing weekly rates by 38 to get the hourly rates.

    b) Salary rates contained in Part B shall be no less than the Pre-Modern Award rate or SCHCDS Award rate, with the inclusion of the applicable ERO, whichever is the greater.

Signed



Toby Halls

On behalf of Jobs Australia Ltd, Employer bargaining representative

8 May 2019

Schedule 2.2—Model flexibility term

(regulation 2.08)

Model flexibility term

(1) An employer and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
   (a) the agreement deals with 1 or more of the following matters:
      (i) arrangements about when work is performed;
      (ii) overtime rates;
      (iii) penalty rates;
      (iv) allowances;
      (v) leave loading; and
   (b) the arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in paragraph (a); and
   (c) the arrangement is genuinely agreed to by the employer and employee.

(2) The employer must ensure that the terms of the individual flexibility arrangement:
   (a) are about permitted matters under section 172 of the *Fair Work Act 2009*; and
   (b) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
   (c) result in the employee being better off overall than the employee would be if no arrangement was made.

(3) The employer must ensure that the individual flexibility arrangement:
   (a) is in writing; and
   (b) includes the name of the employer and employee; and
   (c) is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
   (d) includes details of:

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(i) the terms of the enterprise agreement that will be varied by the arrangement; and

(ii) how the arrangement will vary the effect of the terms; and

(iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and

(e) states the day on which the arrangement commences.

(4) The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

(5) The employer or employee may terminate the individual flexibility arrangement:

(a) by giving no more than 28 days written notice to the other party to the arrangement; or

(b) if the employer and employee agree in writing—at any time.

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