

COMMUNITY COLLEGE-NORTHERN INLAND INC EMPLOYEE COLLECTIVE AGREEMENT 2008

1. TITLE

This Agreement shall be referred to as the Community College-Northern Inland Inc Employee Collective Agreement 2008.

2. ARRANGEMENT

This Agreement is arranged as follows:

Part A

Clause No. and Subject

1. Title
2. Arrangement
3. Incidence & Parties Bound
4. Definitions
5. Classification Structure
6. Terms of Engagement
7. Hours of Work
8. Meal Break
9. Public Holidays
10. Time off in lieu of Overtime
11. Sick Leave
12. Annual Leave
13. Leave without pay
14. Long Service Leave
15. Superannuation
16. Personal/Carers Leave
17. Parental Leave
18. Compassionate Leave
19. Anti-Discrimination
20. Grievance Procedures
21. Occupational health and safety
22. Savings Clause
23. Signature of Parties

Part B Monetary Rates

3. INCIDENCE & PARTIES BOUND

- (1) This agreement shall be binding upon:
 - (a) Community College-Northern Inland Inc; and
 - (b) Employees employed as tutors, clerical assistant, accounts clerk, IT support, program coordinators and executive officer.

(2) This agreement shall take effect from the beginning of the first full pay period to commence on or after 1 December 2008 and shall remain in force for a period of 3 years

(3) The Agreement, once in effect, will be available to all staff to access via the CC-NI website

4. DEFINITIONS

(1) "ACE" means Adult and Community Education

(2) "CC-NI" shall mean Community College-Northern Inland Inc

(3) "Commission" means the Australian Industrial Relations Commission or its successor.

(4) "Coordinator" means an employee who organises, coordinates, monitors and evaluates a College program or course

(5) "Employer" means Community College-Northern Inland Inc and its elected Management Committee

(6) "Full-time Employee" means any employee employed for 38 hours/week.
"Part-time Employee" means any employee engaged on a part time basis, less than 38 hours/week.

"Sessional Tutor" means a teacher, instructor, trainer or any person engaged to deliver a specific College program that has a defined start and completion date, set hours of work and no guarantee of ongoing work. Employment is subject to sufficient enrolments in the predefined project or program.

"Casual Employee" shall mean any employee engaged by the hour or the day, as required, and paid as such. The rates paid to a casual employee shall be as provided in Part B for the classification under which they are employed and includes a 20% casual loading. It shall also include sessional tutors unless otherwise confirmed in writing.

5. CLASSIFICATION STRUCTURE AND WAGES

All positions are subject to annual funding from the NSW Department of Education and Training (DET)

All staff are subject to a Working with Children Check which will be required at the commencement of employment, retained in the personnel file and confirmed annually

Clerical Assistant

A Clerical Assistant will work under the direction of the Program Coordinator to complete allocated tasks with a focus on student services and general administration duties.

The position may be part-time or full time and include the handling of confidential information and the ability to work with a minimum of supervision is expected.

Duties will be wide ranging and include

- taking and making phone calls including reminder calls to course participants
- dealing with personal enquiries at the office
- accepting and confirming student enrolments including entering to online enrolment system
- receiving and receipting course fees, banking
- filing, following current systems
- attending to routine mail
- preparing for course commencements
- providing support services to trainers including opening and locking premises
- Attending occasional course commencements
- Ensuring supplies (stationary, coffee, tea etc) are sufficient
- other clerical duties as delegated

Accounts/payroll clerk

An Accounts/payroll clerk will work under the direction of the Executive Officer to complete allocated tasks relating to the financial and payroll management of the organization.

The position may be part-time or full time. The employee shall be handling confidential information and the ability to work with a minimum of supervision is expected.

Duties include

Accounts payable

Book keeping, general ledger and journals

Monthly bank reconciliation

Payroll, superannuation and annual payment summaries

BAS/PAYG reporting

Preparation of management reports

Liaison with external Auditor

Assist with the preparation for the annual external financial audit

Maintenance of the assets register.

IT support

The IT Support person will work under the direction of the Executive Officer to complete allocated tasks relating to the web based student and course management system of the organization.

The position may be a variable part-time due to the nature of the annual reporting requirements and include the handling of confidential student information. The ability to work with a minimum of supervision is expected.

The position may also include development and regular updating of the CC-NI website information

Duties include

- Knowledge of the National AVETMISS reporting standards
- Knowledge of the DET student reporting requirements
- Knowledge of the student management system used by CC-NI
- Supplementary data entry of student information
- Production of enrolment reports for internal management purposes
- Regular validation of data throughout the year
- Correction of data errors throughout the year
- Assist with annual data submission

Program Coordinator

A Program Coordinator will work without supervision under the general direction and guidance of the Executive Officer. They are responsible to and report through the Executive Officer and the position includes the handling of confidential information

The position may be part-time or full time. Responsibility for the organisation of the work of others is involved.

An employee at this grade applies knowledge with depth in some areas and a broad range of skills. There is a wide range of tasks and the range and choice of action required will usually be complex.

An employee at this grade operates within the policies and procedures of the organisation, uses methods and procedures where discretion and judgment are required for both self and others. The Program Coordinator demonstrates an ability to handle sensitive inquiries with tact and discretion

Duties include

All the functions of the Clerical assistant where one is not available.

Contribute to development of and carry out tasks to achieve CC-NI goals including the development and maintenance of local networks including identification of appropriately qualified trainers and assessors

Identify the training needs of the community and advise the Executive Officer and Management Committee of local community education needs.

Organise and co-ordinate an education and training program which includes

- Organise and prepare information for brochures
- Liaise with the Executive Officer in the preparation of brochures
- Undertake and document costing for courses
- Provide information and advice about courses on offer
- Work to the budgets as prepared for each program
- Employ and supervise a team of tutors and monitor individual tutor performance
- Advise on participant learning needs
- Clarify specific needs of students and tutors and identify options for resolution and act accordingly
- Take enrolments from students including enrolment transfers and refunds
- Collect and receipt course fees, document and lodge takings at bank
- Evaluate a program and process students and tutor feedback
- Collate information about enrolments and compile standard reports for Manager
- Monitor and record petty cash transactions if appropriate

Executive Officer

The Executive Officer is responsible for the day to day operation of CC-NI including the implementation of policy, achievement of organisational goals, planning and management of the work of others.

The Executive Officer reports to the Management Committee in accordance with policy and procedure endorsed by the Management Committee. Employment may be on a full time or part time basis

The Executive officer applies knowledge with substantial depth in most areas, and a range of skills which may be varied or highly specific. The EO may seek and receive assistance with specific problems.

The Executive Officer is expected to apply knowledge and skills independently and non-routinely. Judgment and initiative are required

Duties include

Ensure the policies of the Management Committee are implemented across the organization including advise on future policy development

Development of a management plan and strategies including matching future requirements with resources and adapting of structures and processes to meet the goals of the plan

Support Program Coordinators to plan, develop, market, conduct and evaluate a comprehensive range of education programs and services

Co-ordinate activities within and across CC-NI to achieve the management goals

Ensure the requirements of funding bodies and all Federal, State and local laws are met

Identify new business opportunities and new funding sources

The Executive Officer will manage the requirements of the organizations RTO registration which include:

The Executive Officer has the responsibility to ensure that the organisation complies with the Standards for Registered Training Organisations across all of the operation and in all of the training and/or assessment activities.

To ensure that the organisation allows for examination of documentation and reasonable access to all areas, records (including internal audit reports) and staff as required by VETAB for the purposes of audit

Routinely reports to the Management Committee on the Organisations compliance with the Standards for RTOs, and recommends areas requiring improvement

Ensures an application for re-registration, extension/s to scope and provide details of all operations within our scope of registration, including operations in other states or territories and outside Australia, to VETAB within the required timeframes set by VETAB

Provide to VETAB accurate and timely information regarding registration and compliance in accordance with the National Standards for Registration

Determine human resource levels, roles and functions including;

Recommend and manage the staffing policy and plan

Develop job vacancy advertisements and assist in staff selection

Develop and manage human resource training

Plan and allocate work for the team ensuring all staff are clear in their functions and responsibilities

Financial Management including

Prepare an annual budget, monitor and control expenditure of budget

Prepare financial reports for Management Committee

Ensure sound financial management and clear audit trail

Arrange annual external audit of finances

(5A) TUTORS

All tutors will be employed on a sessional basis for the duration of the course or program. Employment is subject to sufficient enrolments and there is no guarantee of ongoing work.

Level 1 Tutor

A Level 1 Tutor has appropriate subject knowledge and skills (without formal subject qualifications) as determined by CC-NI.

The Tutor prepares, delivers and reviews course material in accordance with accepted CC-NI General program standards

Level 2 Tutor

A Level 2 Tutor has a Diploma or Degree in the particular subject they are employed to teach.

The Tutor prepares, delivers and reviews course material in accordance with accepted CC-NI General program standards

Level 3 Vocational Education and Training Trainer/Assessor

A Level 3 VET Tutor has the qualifications required by the accredited curriculum or Training Package and they deliver and/or assess nationally recognised competency based training which may result in issuing a qualification or Statement of Attainment under the Australian Qualifications Framework.

The Trainer will have Certificate IV Training and Assessment qualification in order to effectively deliver training and design assessment tasks to ensure competency.

Level 4 Tutor

A Level 4 Tutor may or may not have formal qualifications in either the subject or vocational education but by their reputation is generally considered of such a high standard and is in such demand for their services that they request and receive a salary which is above the industry standard. The salary in these cases is by individual negotiation.

(6) TERMS OF ENGAGEMENT

Contract of Employment

6.1 CC-NI shall provide an employee, other than a casual employee, with a letter on appointment stating the employees rate of pay as at appointment, the normal working load that will be required and entitlements to superannuation and inform them that a copy of this Agreement is available on the CC-NI website.

In the case of a sessional employee, the letter shall also state the length of engagement, the anticipated commencing and finishing time of the engagement and the fact that the length of such an engagement may be varied by agreement and /or circumstances not within the control of CC-NI.

6.2 (a) All full-time and part-time employees shall be provided notice of termination in accordance with the Workplace Relations Act. This shall not affect the right of the employer to terminate the employment of an employee without notice for any reason that justifies instant dismissal, in which case payment shall be made to the time of termination of employment only.

(b) The employer shall have the right to pay an employee wages in lieu of notice should the employer wish the employee not to continue working during the notice period

(c) Such notice shall not apply during the period of probation which shall for all new employees be the first three months of employment unless otherwise agreed between the employer and individual employee.

6.3 Employees shall be required to give the same amount of notice as that of the employer. If an employee fails to give notice in accordance with clause 6.5 (c), the Executive Officer will have the right to withhold monies due to the employee with the maximum amount equal to wages for the period of notice.

6.4 Where a course which was previously scheduled to be held by CC-NI has had to be cancelled because of the failure of students to attend or signifying they will fail to attend or CC-NI is otherwise made aware the course will be under subscribed and therefore has to be cancelled, the tutor will be given three days notice before the course was due to be held, of non commencement or termination of employment.

6.5 Upon the termination of service of an employee other than a casual employee, CC-NI shall provide a general statement of service setting out the length of service and range of duties performed and/or subjects taught, any position of special responsibility held and any special duties performed by the employee. Upon request, a casual employee shall be provided with a statement of the hours or days, as the case may be, that the employee has been engaged provided that where a short-term casual employee is being engaged regularly by CC-NI, such request shall only be made at reasonable intervals.

7. HOURS OF WORK

The ordinary hours of work, exclusive of meal breaks, shall not exceed an average of 38 hours per week. Consultation shall occur on method of implementation of the working week. However, the final choice as to the method of implementation shall rest with CC-NI. Different methods of implementation of the 38 hour week may apply to various groups of employees in the organisation.

8. MEAL BREAK

(1) All employees shall be allowed an unpaid meal break of not less than thirty minutes and no more than one hour to be taken no less than 4 hours after commencing duty. This provision shall also apply to part time and casual employees unless the engagement is for a period of six hours or less in which case the employee may elect to continue work until the completion of the engagement.

9. PUBLIC HOLIDAYS

Full time and part time employees who normally work on a prescribed public holiday, as gazetted by State and Federal Governments are entitled to that day free from work without loss of pay.

10. TIME OFF IN LIEU OF OVERTIME

(1) Where an employee/s performs duty on overtime, the employee/s may be released from duty in ordinary hours, for a period no greater than the actual duty on overtime performed. Such release from duty will be in lieu of payment for overtime.

(2) Where time is accrued in accordance with the sub-clause (1) above, such time shall be taken within a three month period from the date of accrual and during school holiday breaks or at a time negotiated with the Executive Officer.

(3) Time off in lieu can be accrued to a maximum of two normal working weeks.

11. SICK LEAVE

(1) A full time employee is entitled to ten days paid sick leave per year. (10 days x 7.6 hours/day = 76 hours) Part time employees are entitled to sick leave on a pro rata basis. eg A person employed for 19 hours per week (half time) is entitled to 38 hours sick leave per year. Sick leave accrues on the basis of one day per month to a maximum of 10 days per year. Untaken sick leave accrues indefinitely. .

(2) An employee is entitled to use accrued sick leave for the purpose of personal carers leave. Ref. clause 16. Personal Carers Leave.

(3) A medical certificate is required for absence due to sickness or accident exceeding three consecutive working days.

(4) An employee is not entitled to sick leave if the leave is covered by Workers Compensation.

(5) An employee, whenever possible before the beginning of the absence, will inform the employer of their inability to attend for duty and, as far as possible, state the nature of the injury or illness and the estimated duration of the absence

12. ANNUAL LEAVE

(1) Permanent employees covered by this Agreement are entitled to four weeks holiday per year. Part Time employees shall be entitled to the same period of leave based upon the normal weekly hours worked each week.

(2) At the end of the first 12 months of employment the employer will pay leave loading of 17½% of the appropriate rate of pay immediately before a permanent employee takes annual leave.

(3) Due to the nature of the employment, permanent employees covered by this Agreement, are encouraged to take annual leave during the NSW Public School Christmas/January holiday period. Should any employee desire annual leave outside of this period it is subject to negotiation between the employee and the Executive Officer.

13. LEAVE WITHOUT PAY

An employee may be granted leave without pay (for a maximum period of one year) at the discretion of the Executive Officer and the President of the Management Committee. Service will be deemed to be continuous but the period of leave without pay will not be taken into account for the purpose of calculating service entitlements (Sick Leave, Long Service Leave, Annual Leave or any other form of leave, in addition an employee on such leave shall not be entitled to payment for public holidays that fall due during such period).

14. LONG SERVICE LEAVE

Employees covered by this agreement shall be entitled to Long Service Leave in accordance with the provisions of the NSW Long Service Leave Act.

15. SUPERANNUATION

Superannuation will be paid according to relevant legislation. This legislation, as varied from time to time, governs the superannuation rights and obligations of the parties.

16. PERSONAL/CARERS LEAVE

Full and part-time employees are entitled to personal carers leave subject to the following conditions and limitations:

(1) Use of Sick Leave

- i) An employee other than sessional and casual employees with responsibilities in relation to a class of person set out below who needs the employee's care and support will be entitled to use, in any 1 year, up to 10 days of accrued sick leave entitlement for absences to provide care and support for a spouse, child, parent, grandparent, grandchild or sibling of a spouse of the employee when they are ill. Such leave may be taken for part of a single day.
- ii) The employee will, if required, produce a medical certificate or statutory declaration stating the illness of the person concerned and that the illness is such as to require care by another person. In normal circumstances, an employee must not take Carer's Leave where another person has taken leave to care for the same person.
- iii) The entitlement to use sick leave in accordance with this sub-clause is subject to:
 - (a) The employee being responsible for the care and support of the person concerned; and

(b) An employee will, wherever practicable, give the employer notice of the intention to take leave prior to the absence, 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 will notify the employer by telephone of such absence at the first opportunity on the day of absence.

(2) Unpaid Leave for Family Purpose

An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in (1) (i) above who is ill.

(3) Make-up Time

(a) An employee may elect, with the consent of the employer, to work "make-up time", under which the employee takes time off during ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the job description and employment contract, at the ordinary rate of pay.

17. PARENTAL LEAVE

Parental Leave shall be in accordance with the provisions of the Workplace Relations Act 1996

18. COMPASSIONATE LEAVE

An employee will, on the death or development of personal injury or illness that poses a serious threat to the life of an immediate family or household member be entitled to Compassionate Leave. Such leave will be without deduction of pay for a period not exceeding the number of hours worked by the employee in two ordinary days' work. Reasonable proof of such death will be furnished by the employee to the employer provided, however, that this clause will have no operation while the period of entitlement to leave under it coincides with any other period of entitlement to leave

19. ANTI-DISCRIMINATION

CC-NI is committed to a workplace free from all forms of discrimination and harassment. All employees, volunteers and members of the Management Committee will be treated fairly regardless of their:

- * sex
- * race, colour, ethnic or ethno-religious background, descent or nationality
- * marital status
- * disability (including past, present or future physical, intellectual or psychiatric disability, learning disorders, or any organism capable of causing disease
- * sexual orientation, preference or gender
- * age (including not forcing staff to retire at a fixed retirement age)

20. GRIEVANCE AND DISPUTE RESOLUTION PROCEDURES

CC-NI will ensure that all staff grievance handling is:

- * **confidential.** Only the people directly involved in making or investigating a complaint will have access to information about that complaint.
- * **impartial.** Both sides will have a chance to tell his/her side of the story. No assumptions will be made and no action will be taken until all relevant information has been collected and considered.
- * **free of repercussions.** No action will be taken against anyone for making a complaint or helping someone to make a complaint. Management will take all necessary steps to ensure that no victimisation occurs against anyone who makes a complaint.
- * **timely.** All complaints will be dealt with as quickly as possible. CC-NI aims to resolve all complaints within four weeks if possible.

The Executive Officer will investigate complaints on behalf of the Management Committee. In the event the dispute is with the Executive Officer the President of the Management Committee will investigate the grievance.

If there is a grievance, the employee is encouraged to resolve the dispute directly with the person/people concerned. If this fails, the employee should notify the Executive Officer of the substance of the grievance and arrange a meeting with the Executive Officer to discuss the grievance and possible solutions. At the meeting the Executive Officer will take a written record of the complaint.

The Executive Officer will talk separately and impartially to the other person/people involved to hear their side of the story, and then report back to the complainant and discuss what can be done to resolve the dispute.

If the Executive Officer is unable to resolve the grievance the employee may refer the issue to the President of the Management Committee.

The President and the Management Committee will ensure that the agreed action is carried out.

If the dispute cannot be resolved, it may be referred to the Australian Industrial Relations Commission. Once referred, the Commission may take such steps as it considers necessary so as resolve the dispute as quickly as possible.

While a procedure is being followed, normal work must continue, unless the dispute is one concerning the health and/or safety of employees, in which case only work so affected may cease during the process.

Each employee has the responsibility:

- * to take steps to resolve the issue according to these procedures
- * not to make malicious or vexatious complaints
- * to minimise interference with work responsibilities

21. OCCUPATIONAL HEALTH AND SAFETY

CC-NI is committed to a safe workplace and will operate in accordance with the NSW Occupational Health and Safety Act

22. SAVINGS CLAUSE

Nothing in this agreement shall be deemed or construed to reduce the remuneration or conditions of an employee employed as such prior to the date of operation of this Agreement.

Any accrued entitlements will be brought into effect upon the certification of this Agreement coming into effect

23. SIGNATURE OF PARTIES

Must contain relevant signatures as per Act.

Meredith How
President
Community College-Northern Inland Inc
Acting on behalf of the Management Committee

Acting on behalf of the employees

Dated -----

PART B - MONETARY RATES

(1) The following minimum rates of wages for Coordination and Administration employees shall take effect from the beginning of the first full pay period to commence on or after 1st December 2008

**Table 1 Administration, Coordination and Executive Officer
Minimum hourly full and part-time salary**

| Position | Hourly rate |
|--|-------------|
| Clerical Assistant | \$18.00 |
| Accounts/payroll clerk | \$25.00 |
| IT support | \$25.00 |
| IT support including web design | \$30.00 |
| Program Coordinator | \$25.00 |
| Executive Officer | \$30.00 |

**Table 2 Monetary Rates for Tutors
Minimum hourly casual/sessional salary**

| Tutor Level | Hourly rate |
|-------------------|----------------|
| Level 1 ACE Tutor | \$20.00 |
| Level 2 ACE Tutor | \$30.00 |
| Level 3 VET Tutor | \$40.00 |
| Level 4 Tutor | By negotiation |