

ENTERPRISE AGREEMENT

NO: E.A. 209 /1994

DATE REGISTERED: 27-6-94
to 27-6-97

PRICE: \$ 16-00

MACQUARIE COMMUNITY COLLEGE Inc.
ENTERPRISE AGREEMENT

A.1 PARTIES TO THE AGREEMENT

This is an enterprise agreement, made in pursuance of the Industrial Relations Act 1991(NSW) in accordance with the provisions of Sections 115-142 of the said Act, entered into on (date), between the Macquarie Community College Inc, (hereafter referred to as the employer)(Cnr Rickard St & Marsden Rd),PO Box 1100, Carlingford, NSW 2118 of the one part and the College Works Committee (duly elected to represent the Course Leaders employed by Macquarie Community College Inc. to present nominated courses at various locations as listed in Appendix B) of the other part.

Note:

(Course Leaders employed through Companies invoicing the College for their services are to be known as "Contract Course Leaders " and are not covered by this agreement.)

It is agreed by the parties as follows:

A.2 TITLE

This agreement shall be known as the Macquarie Community College Inc. Enterprise Agreement.

A.3 DURATION

This agreement shall operate from the date of registration and shall remain in force for a period of three years unless varied or terminated under the provisions of the Act.

A.4 DURESS

This agreement was not entered into under duress by any party to it.

A.5 DISTRIBUTION OF AGREEMENT

Each Course Leader will receive a copy of the Agreement at the time of registration with newly appointed Course Leaders receiving a copy on appointment. Subsequent copies will be available on request.

An addendum will be issued to each Course Leader in the event of a variation.

A.6 ELECTION OF A WORKS COMMITTEE

A College Works Committee (maximum 8 members) is to be elected to represent the Course Leaders in the negotiations proceeding to the registration of the Enterprise Agreement.

The College Works Committee will be involved in any subsequent discussions to consider variations to the Enterprise Agreement.

The nomination and election of representatives will be undertaken according to the procedure specified in the Industrial Relations Act 1991 (NSW).

TERMS AND CONDITIONS OF EMPLOYMENT

1.1 GENERAL TERMS

Course Leaders will be employed on a casual basis which does not imply an offer of continuous employment.

- Course Leaders will be employed on the condition that the advertised course attracts sufficient enrolments to make the course viable as decided by the College.

- In the event of a course not proceeding:

(a) an appropriate alternative course if available will be discussed with the Course Leader.

(b) a Course Leader will be paid for two hours for attendance where advice of cancellation was not given prior to the first class.

- The College reserves the right to change the advertised details for a course and the arrangements for delivery but will ensure the Course Leader is advised.

1.2 WAGES

Each Course Leader is to be assigned a rate of payment according to a level within the appropriate scale (Appendix A).

- Rates of pay will be reviewed at least annually at budget time by the College Board. Consideration of the first variation will be twelve months from the registration of this agreement. Variation of the rates of pay will be notified to the Industrial Registrar after they have been agreed to by the Board and the Works Committee and incorporated into the Agreement.

- There is an hourly rate of pay plus 1/12th as payment for annual holidays (Annual Holidays Act 1944).

- Course Leaders will be paid by electronic funds transfer to their nominated account in the week following the conclusion of each four week period in the regular College term subject to the provision of the required documentation.

- Course Leaders are required to carry out the duties allotted to them in the Duty Statement of which a copy will be supplied.

1.3 SICK LEAVE

All employees are engaged on a casual basis and their hourly rate is inclusive of sick leave. Any weekly employees would be entitled to 1 weeks sick leave per annum accumulative.

1.4 ORDINARY HOURS OF EMPLOYMENT

A maximum of 40 hours per week averaged over a 52 week period.

1.5 SUPERANNUATION

All Course Leaders will be eligible for the appropriate percentage rate of superannuation should their monthly earnings reach the minimum amount as specified by the Superannuation Guarantee Levy. (This is currently 3% on earnings after earning \$450 per calendar month.)

1.6 CONTRACT OF EMPLOYMENT

A Contract of Employment will be entered into between the employee and the College and shall operate for the duration of the Enterprise Agreement or until terminated by either party. The signature of both parties is confirmation of employment and acceptance of the terms of employment.

In the event of a course leader needing to withdraw from the contract during a term, they must nominate an alternate course leader and advise their co-ordinator.

1.7 SUSPENSION PROCEDURE

In the event of the Course Leader's performance coming into question, the following process will apply:

- the Co-ordinator will discuss the matter with the Course Leader and seek to improve the situation;
- if the performance has not improved to a satisfactory level at the following class, the Course Leader's employment may be suspended at the end of that session with the Course Leader being paid up to and including that session;
- Immediate suspension may occur in cases of misbehaviour, dishonesty or intoxication on duty.

2 COLLEGE POLICY AND PROCEDURES

2.1 ENTERPRISE AGREEMENT VARIATION

The collective disputes process as outlined in 2.2a will be followed. Any resolution/s requiring amendment/new clauses will be inserted in the Agreement.

- Any variation will be notified to the Industrial Registrar in the manner specified in the Industrial Relations Act 1991 (NSW) once it has been agreed to by the College Works Committee and the Board of Macquarie Community College Inc.
- Once registered, a copy of the revised Agreement will be issued to all Course Leaders.

2.2 DISPUTES/GRIEVANCE PROCEDURE

2.2a Collective Dispute

Employees raise the grievance or dispute with the College Works Committee in writing.

- The College Works Committee notifies the Employer in writing as to the substance of the grievance, requests a meeting and states the remedy sought.
- Discussions to be held between the College Works Committee (or nominated representative) and the Chief Executive Officer (or nominated representative) within a week of notification at an agreed time and place. Consideration of the issues and further discussions between parties leading to resolution may take place for a period of two weeks from the date of this discussion.

If the matter is not resolved three weeks after receipt of written notification

- A joint meeting with the Chief Executive Officer, representatives of the College Works Committee and Board is to take place at an agreed time and place to discuss the issues. From this meeting further discussions as appropriate may be held to negotiate a resolution within a period of two weeks.

If the matter is not resolved within two months of written notification

- The dispute will be referred to the Industrial Relations Commission.

2.2b Individual grievance:

Employee notifies the employer in writing through the co-ordinator (representing first line supervision) as to the substance of the grievance, and requests a meeting with the co-ordinator. On receipt, the College Works Committee will be notified in writing by the employer.

- Discussions will be held between the employee and the co-ordinator within a week of notification at an agreed time and place. These discussions between the employee and the co-ordinator may continue for a period of two weeks.

If the matter is not resolved three weeks from receipt of written notification

- Joint meeting with the Chief Executive Officer (or nominated representative) and a representative of the College Works Committee is to take place at an agreed time to discuss the problem.

If the matter is not resolved one month after the joint meeting

- The dispute will be referred to the Industrial Relations Commission.

2.3 INSURANCE

Course leaders will be covered by statutory insurance requirements of the employer, namely; Workers Compensation and Public Liability.

2.4 OCCUPATIONAL HEALTH & SAFETY

Macquarie Community College Inc seeks to operate in accordance with the objects and principles of the NSW Occupational Health and Safety Act 1983, No. 20 as amended 1985, No. 93.

2.5 SELECTION, APPRAISAL, PERFORMANCE

Course Leaders will be selected on their competence as a trainer of adult learners and relevant knowledge of their subject and are retained through their continued performance and demonstrated ability to fulfill all of the requirements of the position as prescribed in the duty statement and contract at their level of salary.

- All Course Leaders performance will be assessed from time to time. Assessment will be based on recognised performance evaluation methods.

- Certain appointments will require specific qualifications in order to meet the performance criteria determined by the college administration for particular courses.

2.6

TRAINING & DEVELOPMENT

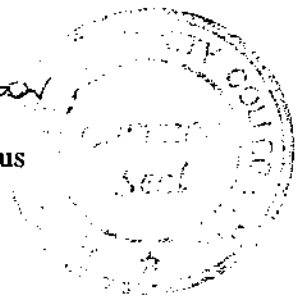
The College will periodically offer a two day Train the Trainer programme providing participants with Workplace Trainer Category 1 competency of the National Training Board registered Workplace Competency Standards. The cost of running this programme will be met by the College. All Course Leaders will be eligible to attend in their own time meeting any personal costs incurred in attending.

- The subsequent one day programme to provide Workplace Trainer Category 2 competency will also be available but at cost to the Course Leaders attending. This will provide an opportunity to further their qualifications.
- The College will endeavor to provide information and advice to assist Course Leaders to select appropriate courses to further their training in the field of adult education.
- The College is supportive of employees and will issue appropriate references and/or certificates of employment on request.

SIGNATORIES

SIGNED for and on behalf of Macquarie Community College Inc.

Ronald Chidsey



Signature
Printed name and MCC Status
Common seal of Company
Witness
Date

[Handwritten signature]

21-4-1994

SIGNED for and on behalf of employees by the Macquarie Community College Inc. Works Committee (2 nominated representatives one of whom will be the Convenor).

David Hall

Christine Bennett

Signature
Printed name and MCC occupation
COURSE LEADER - DAVID HALL

Signature
Printed name and MCC occupation
COURSE LEADER - CHRISTINE BENNETT
CONVENOR

Witness *[Handwritten signature]*

Witness *[Handwritten signature]*

Date 29 April 1994

Date 29th April 1994

APPENDIX A
COURSE LEADERS PAY SCALE

1: REPRESENTATION:

\$13.00 per hour (\$12 + \$1(1/12th))

- Course Leaders involved in representation on behalf of the College.

2: STANDARD SCALE:

LEVEL 2/1:

\$24.00 per hour (\$22.15 + \$1.85(1/12th))

- Course Leaders not meeting the criteria for other levels.

LEVEL 2/2:

\$27 per hour (\$24.92 + \$2.08(1/12th))

- Course Leaders undertaking (formal) studies in Adult Education.

- Course Leaders with three consecutive terms of employment who follow the procedures outlined in the duty statement and contract;
AND have successfully completed an appropriate Train the Trainer course to Workplace Trainer Category 1 competency or the two level in-house training course provided during 1992 and 1993 or other relevant qualifications in adult learning.

LEVEL 2/3:

\$27 per hour (\$24.92 + \$2.08(1/12th))

- Course Leaders appropriately qualified for a Grant Funded or Special Purpose programme e.g: Jobtrain, ESL, Literacy or Disabled programmes who do not meet the criteria for other levels.

LEVEL 2/4:

\$31 per hour (\$28.62 + \$2.38(1/12th))

- Course Leaders with the qualifications necessary to present a course with the accreditation of the Vocational Education and Training Accreditation Board(VETAB) including assessment responsibilities.

APPENDIX A (continued)

3: COMPUTER SCALE

LEVEL 3/1: \$31.00 per hour (\$28.62 + \$2.38(1/12th))

- Course Leaders of computer programmes not meeting the criteria for other levels.

LEVEL 3/2: \$33.00 per hour (\$30.46 + \$2.54(1/12th))

- Course Leaders of computer programmes with three consecutive terms of employment who follow the procedures outlined in the duty statement and contract;

AND have successfully completed an appropriate Train the Trainer course to Workplace Trainer Category 1 competency or the two level in-house training course provided during 1992 and 1993 or other relevant qualifications in adult learning.

LEVEL 3/3 \$35.00 per hour (\$32.31 + \$2.69(1/12th))

- A Course Leader of computer programmes with the qualifications necessary to present a course with the accreditation of the Vocational Education and Training Accreditation Board (VETAB) including assessment responsibilities.

3: NEGOTIATED RATE

The College retains the right to enter into specific contracts involving different pay rates in order to acquire the services of Course Leaders with the expertise and suitability required for particular courses.

APPENDIX B

LISTING OF LOCATIONS USED BY MACQUARIE COMMUNITY COLLEGE

Beecroft Public School	Macquarie Shopping Centre
The Brick Pit Pty Ltd	Macquarie University Golf Range
Brush Farm House	Muirfield Golf Course
Brush Park Bowling Club	North Rocks Public School
Carlingford High School	North Rocks Shopping Centre Pool
Carlingford Public School	Peter Board High School
The Cheltenham Centre	Riverside Girls High School
Cheltenham Bowling and Recreation Club	Ryde Eastwood Leagues Club
Cherrybrook Public School	Ryde Parramatta Golf Club
The Country Comfort Inn	Ryde Primary School
Cumberland High School	St Anthonys Mod Grass Courts
Darvall Park	St Marks Church Hall
Dence Park Creative Centre	Seton Villa
Don Moore Community Centre	Seventh Day Adventist Church
Eastwood Public School	Telopea Public School
Epping West Community Hall	Truscott St Public School
Greystanes Range	Vaughan College Conference Centre
Karonga Special School	West Pennant Hills Primary School
Le Salon International	

N.B.: These locations are current as at April 1994. They may vary each term but a current list is printed in the College course brochure each term.