

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA05/287

TITLE: **Child Care Enterprise Agreement 2005 - UTS Child Care, Inc, University of Technology Sydney**

I.R.C. NO: IRC5/3514

DATE APPROVED/COMMENCEMENT: 18 July 2005 / 18 July 2005

TERM: 36

**NEW AGREEMENT OR
VARIATION:** New.

GAZETTAL REFERENCE: 21 October 2005

DATE TERMINATED:

NUMBER OF PAGES: 29

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees employed by The Management Committee, UTS Child Care Inc., Broadway, located at Kids Campus Children's Centre, Eton Rd, Lindfield, Magic Pudding Children's Centre, McKee St, Ultimo, Blackfriars Children's Centre, Buckland St. Chippendale, the University of Technology, Sydney, who fall within the coverage of the following awards: Teachers (Non-Government Early Childhood Service Centres Other Than Pre-Schools) (State) Award 2002, Miscellaneous Workers' - Kindergartens and Child Care Centres, &c. (State) Award, Nurses, &c. Other than in Hospitals, &c. (State) Award, Clerical and Administrative Employees (State) Award.

PARTIES: UTS Child Care Inc -&- the Liquor, Hospitality and Miscellaneous Union, New South Wales Branch, New South Wales Independent Education Union

CHILD CARE ENTERPRISE AGREEMENT 2005 - UTS CHILD CARE INC., UNIVERSITY OF TECHNOLOGY, SYDNEY

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A - THE AGREEMENT

1. Purpose of the Agreement

This agreement has been developed through consultation and amicable discussion between the Association and its employees in an attempt to:

- 1.1 provide common conditions of employment for all employees in the child care services operated by the Association;
- 1.2 introduce and consolidate improved conditions for all employees where previous award conditions were not comparable to conditions applying to other workers in the University community;
- 1.3 write conditions of employment in "Plain English" which should be easily understood by all employees and which reflect the positive intentions of the Association towards its employees;
- 1.4 simplify the rates of pay so that all workers are covered by one rate scale rather than the numerous scales applicable under the awards;
- 1.5 remove some pay rate anomalies under existing awards where workers with different occupations and trades but with similar responsibilities received different rates of pay and different incremental advancement;
- 1.6 provide greater flexibility in the employment of casual and part-time employees; and
- 1.7 provide a clear career path to all employees.

2. Parties to the Agreement

An enterprise agreement made under the provisions of section 11 of the NSW *Industrial Relations Act 1996* between:

- 2.1 the Board of Management of UTS Child Care Inc. of 1 Broadway, Broadway, NSW; and
- 2.2 the Independent Education Union, and
- 2.3 the Australian Liquor Hospitality and Miscellaneous Workers Union, New South Wales Branch.

3. Title of the Agreement

This agreement shall be known as the "Child Care Enterprise Agreement 2005 - UTS Child Care Inc., University of Technology, Sydney,".

4. Intention

This agreement shall apply to all employees of UTS Child Care Inc. at:

- a) Kids Campus Children's Centre, Eton Rd, Lindfield
- b) Magic Pudding Children's Centre, McKee St, Ultimo.
- c) Blackfriars Children's Centre, Buckland St Chippendale

- d) The University of Technology, Sydney

5. Duress

This agreement was not entered into by either party under duress from the other party or any other person or persons.

6. Incidence

This agreement shall regulate totally the terms and conditions of employment of all workers employed by the Association and replace all awards that previously regulated employment, including:

- a) Miscellaneous Workers' Kindergartens and Child Care Centres &c. (State) Award;
- b) Nurses, Other than in Hospitals &c. (State) Award;
- c) Teachers (Non-Government Early Childhood Service Centres other than Pre-Schools) (State) Award; and
- d) Clerical and Administrative Employees (State) Consolidated Award

7. Term of the Agreement

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

8. Agreement to Cover All Conditions of Employment

It is intended by the Association and its employees that this agreement covers all conditions of employment. The conditions included in this agreement have been chosen by considering all of the matters covered by any Industrial Awards applicable to employees in child care services. If any matter regarding conditions arises which is not mentioned in this agreement, or the policies and procedures of organisation, the Association and its employees will negotiate an equitable resolution of the issue, and include the matter in any future agreement.

B TERMS OF EMPLOYMENT

9. Definitions

- a) "Permanent Employee" A permanent employee means an employee who is engaged to work for a period expected to exceed 2 years who may be employed either full-time or part-time.
- b) "Fixed Term Employee" A fixed term employee means an employee, who may be employed either full-time or part-time, whose contract of employment as per clause 10(f) clearly specifies starting and finishing dates which include a period which is not more than 2 years but not less than 20 days.
- c) "Casual Employee" A casual employee means an employee engaged for any period or number of hours otherwise than as designated in clause (a)&(b).
- d) "Full-time Employee" A full-time employee means an employee engaged to work for 40 ordinary hours each week.
- e) "Part-time Employee" A part-time employee means an employee engaged to work for less than 40 ordinary hours each week.
- f) "Job Share employment" Job share is a five-day full time position, which is shared by two employees, working a predetermined number of days each per week.
- g) "Semester Employee" A full-time or part-time employee who is engaged to work during UTS semester periods only. Semester employees shall not form more than 15% of permanent employees at any time.

- h) "Ordinary Hours" Ordinary Hours means the ordinary number of hours of work specified for each employee in his or her letter of appointment.
- i) "Rostered Hours" Rostered hours mean the hours of ordinary work and the agreed extra hours of part-time employees, expected of an employee on any one day, and notified to employees at least 48 hours in advance.
- j) "Evening Shift" An evening shift means any shift finishing after 6.30 p.m., and at or before midnight.
- k) "Association" Association means the Incorporated Association 'UTS Child Care Inc.'
- l) "Centre" Centre means the child care centre operated by the Association at which the employee is normally employed.
- m) "Primary Duties" Primary duty means the range of duties set out in an employee's job description.
- n) "Probationary Period" Means the period of mutual assessment during which a decision about ongoing permanent or fixed term appointment is made.
- o) "Teacher 2" Means a two year trained teacher as defined in the Teachers (Non Government Early Childhood Service Centres Other Than Pre-Schools) (State) Award,
- p) "Teacher 3" Means a three year trained teacher as defined in the Teachers (Non Government Early Childhood Service Centres Other Than Pre-Schools) (State) Award,
- q) "Teacher 4" Means a four year trained teacher as defined in the Teachers (Non Government Early Childhood Service Centres Other Than Pre-Schools) (State) Award,
- r) "Director" means the teacher who is responsible for the day to day operation and management of the Centre as defined in (l) of this clause, holding Early Childhood qualifications as defined in (o), (p) and (q) of this clause.

10. Engagement of Employee's

- 10.1 Employment history: Prior to engagement, an employee shall establish their work history, by documentary evidence.
- 10.2 Classification of employee's: Prior to engagement, the Association shall consider an applicant's work history, including both paid and unpaid work, in deciding the work classification to be offered. Such consideration will include all work both within and outside the child care industry, whether full-time or part-time, as well as time worked as a parent while not in paid full-time employment.
- 10.3 Letter of appointment: The Director shall provide each employee, on engagement, with a letter stating that the appointment is in accordance with this Agreement. The letter shall also include:
 - i. the terms of the appointment;
 - ii. the number of ordinary hours of work each week;
 - iii. the normal days and hours to be worked;
 - iv. commencement date;
 - v. the classification and rate of salary at appointment; and

10.4 Probationary period: All permanent or fixed term employees, will be notified that such employment is subject to a probationary period of up to 12 weeks. The conditions of any such probationary period shall include:

- i. All employees shall be provided with the conditions of probation within their letter of appointment.
 - (1) The conditions will provide the opportunity for the employee to be involved with their supervisor in a process of review, to assist them to meet the requirements for continuing employment.
 - (2) The conditions are intended to assist the employee by clarifying the Association's expectations of the employee, and identifying the methods by which the employee can improve their performance.
 - (3) The conditions shall involve both formal and informal reviews of the employee's work, role clarification and counselling, all of which shall form the basis of any decision regarding continuing employment.
- ii. Before the end of the probationary period, and based on the outcome of the review process, the Association shall:
 - (1) Confirm in writing, the employees permanent appointment; or
 - (2) Give two weeks notice in writing that the employees appointment shall be terminated; or
 - (3) Notify the employee in writing of a further supplementary period of probationary appointment of up to 12 weeks. This supplementary period can be applied if, and only if, the review has indicated the employee's work has not met the standard required for a permanent or fixed term appointment, yet the employee's supervisors believe that the employee may reach that standard required within a further supplementary period.

10.5 Supplementary Probation: If, under clause 10.4(ii)(3), the Association requires a supplementary probationary period of up to 12 weeks:

- i. The Association shall provide the employee with a formal written plan of action to assist the employee to reach the level of work performance sufficient to ensure ongoing appointment. The plan will include a review of the employees work performance clearly identifying where the employee has not fulfilled the requirements of the position. It will also include the Association's expectations of the employee, and identify the methods by which the employee can improve their performance.
- ii. The plan may involve both formal and informal assessments, role clarification and counselling and shall form the basis of any decision regarding continuing employment
- iii. The employee may nominate a representative who shall be provided with assistance by the Children's Services Coordinator in monitoring that the plan of action has been implemented.
- iv. At least two weeks before the end of the supplementary probationary period, and based on the outcome of the review process, the Association shall:
 - (1) Confirm in writing, the employee's permanent appointment; or
 - (2) Confirm in writing the date that the employee's appointment shall be terminated:
- v. allowing that the Association may not terminate the employee's appointment unless the provisions of sub-clause (i) &(iii) have been implemented.

- 10.6 Fixed term appointment: Any employee employed in a fixed term position shall receive, in the letter of appointment, clear statement of the fixed term nature of their employment and the starting and finishing date of the fixed term position. Fixed term appointments may be made:
- i. to replace existing employees on long term leave
 - ii. to occupy specially funded positions
 - iii. to occupy positions engaged to provide new child care services within existing centres, during trial periods, when the continued provision of that service cannot be guaranteed.
- 10.7 Semester Employees: On employment of a semester employee, the letter of appointment as per clause 10.3 shall also indicate that the employee is a semester employee and that the employee's normal rostered hours shall be during the normal semester periods of the University of Technology, Sydney.

11. Grades of Employment

- 11.1 Common scale of grades for all employees: All employees, regardless of duties, or classifications under the Awards replaced by this Agreement, shall be classified and paid under the following set of grades and scales. All workers are expected to communicate and interact with children in a warm and positive way, and be involved in the care, education and safety of children as necessary.
- 11.2 Grade 1: A Grade 1 employee:
- i. Is not required to have any formal qualifications or training;
 - ii. Will always be closely supervised by more senior workers;
 - iii. Is expected to undertake routine tasks within clear established work procedures;
 - iv. Is not required to be involved in educational programming nor required to be in charge of a room or area within the centre;
 - v. Is regarded as at a starting grade for untrained employees, and permanent employees are expected to progress to Grade 2;
 - vi. Is equivalent to Child Care Worker, Clerk Grade 1 and Child Care Support Worker under the relevant awards; and
 - vii. Shall be classified on engagement based on relevant experience as per clause 10.2 and will progress with yearly increments to Step 4.
- 11.3 Grade 2: A Grade 2 employee:
- i. Is not required to have any formal qualifications or training, but is expected to have some industrial experience and/or on the job training.
 - ii. Is expected to work under the general and routine supervision of more senior workers.
 - iii. Is required to implement agreed programs, working to established routines and procedures.
 - iv. May undertake some complex tasks, involving basic discretion and decision making, within established and restricted choices.
 - v. May be required to assist in developing programs of work.
 - vi. May be required to be in charge of a room, an area, or a group of children for short periods.
 - vii. May be required to supervise Grade 1 employees and casual employees for short periods of time;

- viii. Is equivalent to Advanced Child Care Worker, First Cook Working Alone & Clerk Grade 2 under the relevant awards;
- ix. Shall be classified on engagement based on relevant experience as per clause 10.2 and will progress with yearly increments to Step 3; and
- x. After being classified at Step 3, is eligible to be advanced to Step 4 or 5, and such advancement, and subsequent continued classification, shall depend on suitable work achievement.

11.4 Grade 3: A Grade 3 employee:

- i. Is required to have completed a TAFE Associate Diploma or Certificate Qualification (e.g. CCCS or Mothercraft) or equivalent; or have equivalent work experience;
- ii. Is required to work under general work instruction and may be expected to supervise other staff and students on practicum;
- iii. Is required to implement the centre's work plans, follow established routines and procedures, undertake complex tasks and to vary work routines as necessary;
- iv. Will be required to develop work plans for routines and procedures within their area of work, based on their experience and expertise (e.g. programming, administration, health & safety);
- v. May be required to be in charge of the supervision of a group of children;
- vi. May be required to be in charge of the centre for short periods (e.g. opening or closing centres, evening care);
- vii. Is equivalent to Enrolled nurse, Mothercraft Nurse, Advanced Child Care Worker: Qualified & Clerk Grade 3 & 4 under the relevant awards; and
- viii. Shall be classified on engagement based on relevant experience as per clause 10.2 and will progress with yearly increments to Step 5, and is eligible for advancement to Step 6 and 7, and such advancement and subsequent continued classification, shall be based on suitable work achievement. Employees with TAFE Associate Diploma in Social Science (Child Studies) or equivalent shall be classified as at least Step 2.

11.5 Grade 4: A Grade 4 employee:

- i. Is required to have a Degree or Diploma qualification or other qualification or extensive industry experience.
- ii. Works under general work instructions and is expected to supervise other staff, trainees and students on practicum.
- iii. Undertakes complex tasks and is expected to vary work routines as necessary.
- iv. Develops and implements work plans within the centre.
- v. Is required to design work systems used within the centre, and develop policies, practices and procedures for use by other staff, based on their experience and expertise (e.g. programming, administration, health & safety).
- vi. May be required to be in charge of the centre from time to time;

- vii. Shall be classified on engagement based on relevant experience, as per clause 10 2; and:
 - (1) Will progress with yearly increments to Step 4, and is eligible for advancement to step 9, and such advancement and subsequent continued classification shall be based on suitable work achievement; or
 - (2) If holding a Registered Nurse or Teacher 2 qualification, will progress with yearly increments to Step 9; or
 - (3) If holding a Teacher 3 qualification 3 shall be classified as at least Step 3 and will progress with yearly increments to Step 12; or
 - (4) If holding a Teacher 4 qualification 4 shall be classified as at least Step 5 and will progress with yearly increments to Step 13.

11.6 Grade 5: A Grade 5 employee:

- i. Will be the Director of a centre and have responsibility for programme and policy development for their centre
- ii. Is required to have a combination of education and specialist expertise
- iii. Receives direction on a broad level, and has their performance measured against objectives;
- iv. Will be required to develop policy regarding all aspects of the Association's operations, and expected to provide a high level of expert advice to the Centre Committee and the Board of the Association;
- v. Is equivalent to Nurse Supervisor and/or Early Childhood Service Centre Director under the relevant Award; and
- vi. Shall be classified on engagement, based on relevant experience as per clause 10 2, and:
 - (a) a Director for a service licensed for 40 or less children will be appointed at Step 1 and will progress according to years of service to Step 3.

However a Director for a service licensed for 40 or less children may progress by annual increments to Step 5 provided that their annual evaluation has confirmed suitable work achievement.
 - (b) a Director for a service licensed for 40 or more children will be appointed at Step 4 and will progress according to years of service to Step 6.

However a director for a service licensed for 40 or more children may progress by annual increments to Step 9 provided that their annual evaluation has confirmed suitable work achievement.
 - (c) if classified as step 9 may progress with yearly increments to Step 11 and such advancement, and subsequent continued classification, shall be based on suitable work achievement.

11.7 Grade 6: A Grade 6 employee:

- i. Will be the Coordinator;
- ii. Is accountable to the Board for the operations of the Association; and
- iii. Shall be classified on engagement based on relevant experience as per clause 10.2 and may progress with yearly increments to Step 4, subject to suitable work achievement.

- iv. A coordinator may progress by annual increment to Step 6 provided that their annual evaluation has confirmed suitable work achievement.

11.8

- a) Labour Flexibility: In order to facilitate productivity and flexibility, as well as enhancing career opportunities for employees, all employees may perform any work in the enterprise within the scope of their skills and competence.
- b) Eligibility for Incremental Steps: An employee qualifies to receive any available incremental step after a year of continuous service providing the employee's ordinary hours of work are at least 25 hours per week, except where an incremental step is based on a yearly evaluation . Where an employee's ordinary hours are less than 25 hours per week, the Association shall negotiate with the employee and set out in the letter of appointment the period of continuous work required to receive the increment.

12. Dealing With Job Performance Issues

The Supervisor shall generally follow the steps outlined below when dealing with job performance related problems:

- 12.1 Where a problem arises with respect to an employee's performance of their duties, the supervisor shall discuss the problem with the employee, who will be given an opportunity to respond.
- 12.2 The supervisor will:
 - (i) clearly identify the problem;
 - (ii) clearly outline their expectations;
 - (iii) set a reasonable period of time for the problem to be rectified;
 - (iv) provide a review period at the end of the time period; and
 - (v) note the results of the meeting in a diary.
- 12.3 If the problem continues to exist, then a formal warning should be given to the employee in writing. The warning will set out:
 - (i) what aspects of the employee's performance needs to be improved;
 - (ii) what should be done to rectify the problem;
 - (iii) what assistance will be provided;
 - (iv) the action already taken by the supervisor and what further action may be taken if the performance problem is not rectified.

The supervisor should note the results of the meeting in a diary.

- 12.4 If the specified problem(s) are not rectified, the Children's Services Coordinator shall give the employee a final warning. This may be in writing or issued in the presence of a witness specifying the process already taken by the supervisor and the fact that, if the performance of the employee does not improve, their employment will be terminated. The Children's Services Coordinator shall identify the performance problem(s), the Supervisor's expectations, the steps required to rectify the problems and a time period for review. The supervisor should note the details of the warning in a diary.

- 12.5 Where an employee's performance improves as a result of a review period, the supervisor shall notify the employee that the period of review is completed and that the required improvement in the employee's performance has been achieved.
- 12.6 The supervisor and employee are entitled to have a witness present at any step in the process and may be represented by an industrial union of employees or an industrial organisation of employers.
- 12.7 The Association has the right to dismiss an employee summarily for misrepresentation, neglect of duty or misconduct.
- 12.8 Nothing in this procedure shall be construed to override the Association's discretion to adopt a procedure other than those contained in this clause. However, the supervisor shall advise the employee of any other procedure.
- 12.9 Nothing in this procedure shall be construed to remove the right of an employee or employer to refer a dispute to the Industrial Relations Commission of New South Wales pursuant to the *Industrial Relations Act 1996*.

C - HOURS OF WORK

13. Full-Time Employment

- 13.1 Ordinary hours of work: The average ordinary hours of work for a full-time employee over a 52 week period is 40 hours per week. Within the flexitime arrangement, the ordinary working hours of a full-time employee shall not, without the payment of overtime or provision of time in lieu, exceed an average, over a three month period, of forty hours per week. These hours shall be worked on each day in either a single shift or a split shift of up to nine rostered hours.
- 13.2 Rostered shift: The Association shall, by notice displayed at some place accessible to the employees, notify the ordinary hours of starting and finishing work and the ordinary times of breaks for each shift. Employees shall normally be notified of their rostered shift at least 7 days in advance.
- 13.3 Change of rostered shift hours: At least 48 hours notice must be provided by the Association to an employee of a change of rostered shift hours, except with the mutual consent of the employee and Association.
- 13.4 Hours in excess of rostered shifts: When the total hours worked on any day exceed the rostered shift hours:
- i. The employee shall be paid overtime as per clause 18.1, for their primary duties; and
 - ii. The employee shall be provided with time in lieu as per clause 23.3, for all other work; or
 - iii. With mutual agreement of the employee and the Association, an employee may be paid overtime as per clause 18.1, for other work.
- 13.5 Flexitime: A full-time employee shall be entitled to accrue up to 1 hour for each rostered shift worked, for time in excess of 8 hours and up to 9 hours, to give an entitlement to take an accrued flexitime day or half-day off. Such flexitime off must be taken during the month in which it is accrued.
- 13.6 38 Hour Week: This agreement recognises that the 38 hour week has been normally implemented in the child care industry by the provision of 12 rostered days off per year, in lieu of reduced hours of work. Under this agreement however, such rostered days off have been replaced by adding 12 days to annual leave as per clause 23.2.

14. Part-Time Employment

- 14.1 Ordinary hours of work: The ordinary hours of work for a part-time employee will be as set out in the letter of appointment and shall be less than 40 hours per week. For any pro-rata calculations of benefits and entitlements, the proportion of a full-time workload of any part-time employee shall be calculated as that employee's average ordinary hours as a proportion of 40 hours.
- 14.2 Rostered hours of work: The rostered hours of a part time employee shall be agreed on engagement and may be varied with the mutual consent of the employee and the association. These hours may be worked on the agreed days in either a single shift or a split shift of up to nine rostered hours.
- 14.3 Extra hours of work: Extra hours, worked in excess of ordinary hours may be included in rostered hours of part-time employees, with the mutual consent of the employee and the Association. Such extra hours shall not count as service for any leave accrual. Extra hours shall be paid at the employee's ordinary hourly rate plus a loading of 20% as per clause 17.2(ii).
- 14.4 Notice of rostered shift: The Association shall, by notice displayed at some place accessible to the employees, notify the ordinary hours of starting and finishing work and the ordinary times of breaks for each shift and any agreed extra hours. Employees shall normally be notified of their rostered shift at least 7 days in advance.
- 14.5 Change of rostered shift hours: At least 48 hours notice must be provided by the Association to an employee of a change of rostered shift hours, except with the mutual consent of the employee and Association.
- 14.6 Hours in excess of rostered shifts: When the total hours worked on any day exceed the rostered shift hours:
- i. The employee shall be paid overtime as per clause 18.1, for primary duties; and
 - ii. The employee shall be provided with time in lieu as per clause 23.3, for all other work; or
 - iii. With mutual agreement of the employee and the Association, an employee may be paid overtime as per clause 18.1, for other work.
- 14.7 38 Hour Week: This agreement recognises that the 38 hour week has been normally implemented in the child care industry by the provision of 12 rostered days off per year, in lieu of reduced hours of work. Under this agreement however, such rostered days off have been replaced by adding 12 days to annual leave as per clause 23.2.
- 14.8 Job Share Employment
- i. Job share is a five-day full time position, which is shared by two employees, working a predetermined number of full days each per week.
 - ii. Procedures for implementing job share:
 - (a) Employees interested in job share may put forward a proposal in writing to the Director of the service and provide a copy to the Children's Services Coordinator. This proposal should include the following:
 - Reasons for request;
 - Strategies for the management of job share;
 - Nominated days of work.

- (b) The supervisor and the prospective job share employee will then meet to discuss the following issues:

Advantages/disadvantages of proposal;
Strategies for communication between job share teachers;
Strategies for communication with other staff members;
Attendance at parent meetings and preparation of written reports;
Attendance at staff meetings, in service courses and other out of hours meetings or functions;
Curriculum and programming issues.

The parties note that attendance at meetings on days that a job share employee is normally not expected to attend is at the discretion of the employee.

- (a) If job share is approved, the second position is advertised, and both positions will become permanent part time, except in the case of staff returning from Parental Leave, who may wish to take advantage of a temporary return to part time employment. See Clause 30 for details.

15. Semester Employment

- 15.1 Ordinary hours of work: Ordinary hours of work: The ordinary hours of work for a semester employee will be as set out in the letter of appointment and shall be up to 40 hours per week. These hours shall be worked during the normal semester periods of the University of Technology, Sydney. For any pro-rata calculations of annual and personal leave, the proportion of a full-time workload of any semester employee shall be calculated as that employee's average ordinary hours as a proportion of 40 hours, averaged over a year. The absence of ordinary hours outside of semester shall not affect continuity of employment.
- 15.2 Rostered hours of work: The rostered hours of a semester employee shall be agreed on engagement and may be varied with the mutual consent of the employee and the Association. These hours may be worked in the agreed weeks and on the agreed days in either a single shift or a split shift of up to nine rostered hours.
- 15.3 Extra hours of work: Extra hours, worked in excess of ordinary hours, or extra weeks worked outside of semester, may be included in rostered hours of semester employees, with the mutual consent of the employee and the Association. Such extra hours shall not count as service for any leave accrual. Extra hours shall be paid at the employee's ordinary hourly rate plus a loading of 20% as per clause 17.2 (ii).
- 15.4 Notice of rostered shift: The Association shall, by notice displayed at some place accessible to the employees, notify the ordinary hours of starting and finishing work and the ordinary times of breaks for each shift and any agreed extra hours. Employees shall normally be notified of their rostered shift at least 7 days in advance.
- 15.5 Change of rostered shift hours: At least 48 hours notice must be provided by the Association to an employee of a change of rostered shift hours, except with the mutual consent of the employee and Association.
- 15.6 Hours in excess of rostered shifts: When the total hours worked on any day exceed the rostered shift hours:
- i. The employee shall be paid overtime as per clause 18.1, for primary duties; and
 - ii. The employee shall be provided with time in lieu as per clause 23.3, for all other work; or
 - iii. With mutual agreement of the employee and the Association, an employee may be paid overtime as per clause 18.1, for other work.

- 15.7 38 Hour Week: This agreement recognises that the 38 hour week has been normally implemented in the child care industry by the provision of 12 rostered days off per year, in lieu of reduced hours of work. Under this agreement however, such rostered days off have been replaced by adding 12 days to annual leave as per clause 23.2.
- 15.8 Annual leave: Semester employees will be required to take all annual leave in non-semester periods, except with the consent of the Association.

16. Breaks

- 16.1 Rest breaks: All employees shall be allowed a rest break or breaks of a total of:
- i. 10 minutes during a shift of more than 3 hours and up to 5 hours;
 - ii. 30 minutes during a shift of more than 5 hours and up to 6 hours;
 - iii. 40 minutes during a shift of more than 6 hours and up to 7 hours;
 - iv. 50 minutes during a shift of more than seven hours;
- 16.2 Rostering of breaks: The majority of breaks are to be taken between the third and sixth hours of the shift. All breaks to be taken at a mutually convenient time to the Association and the employees in the service concerned. All breaks shall be counted as time worked.
- 16.3 Duties during break periods: Since each break shall be counted as time worked, during the break period employees may be required to perform some duties under some circumstances. Employees can be asked to:
- i. attend staff meetings for the entire break period on one day each week; and
 - ii. perform duties other than face to face child care work as requested by the Association, for up to 40 minutes of their break time on two other days per fortnight; and
 - iii. perform duties as required during the break period in emergencies.
 - iv. Employees remaining on premises during breaks: Employees may be required to remain on the centre premises during breaks, if necessary, to maintain staff ratios required under Child Care Centre Regulations. Whenever possible, the employee shall be permitted, after notifying their supervisor, to leave the premises for a 10 minute period during the break.

D - WAGES TO BE PAID

17. Rates of Pay

- 17.1 Full-time employees: Full-time employees shall be paid the weekly rates of pay set out in wage table 7. From the first pay period beginning on or after 1 April 2005 employees shall be paid the weekly rates of pay set out in wage table 8 or as agreed each subsequent year as per Clause 17.2 (iv).
- 17.2 Part-time employees: Part-time employees shall be paid for each:
- i. Ordinary hour worked, the weekly rate specified for their classification in the agreed wage table, divided by 40.
 - ii. Extra hour worked, the ordinary time rate plus an additional amount of 20% of the rate in lieu of all leave accruals for the extra hours.
 - iii. Casual Employees.: Casual employees, for each hour worked up to 9 hours per day or 40 hours per week, shall be paid the weekly rate set out in the agreed wage table for the appropriate classification divided by 40, plus an additional amount of 20% of the rate in lieu of entitlements

to sick leave, annual leave and rostered days off and other entitlements. No casual employee shall be graded at higher than Grade 4 Step 8. Casual employees shall be paid an additional overtime loading of 50% of their hourly rate, for any hours worked in excess of 9 hours per day or 40 hours per week.

- iv. Annual negotiation of wages: From July 2005 and each subsequent calendar year, the parties shall negotiate whether any pay increase should apply for the following calendar year. The employees may seek assistance if desired from relevant Union representatives in determining expected increases in pay rates under the Awards and in negotiating rates to be paid under this agreement. It is intended that negotiations in good faith be held to ensure that the annualised wages to be paid to all staff be at least equal to the amount which would be received if those employees were employed under the relevant Industrial Awards. Both parties to this agreement acknowledge the importance of over award pay rates in retaining staff and compensating staff for the complexity of the provision of campus based child care services. Both the LHMU and the IEU currently have cases before the NSW Industrial Relations Commission seeking wage increases if granted which would result in award wages to be substantially above those currently contained in this agreement. The LHMU is also seeking a new classification structure. Should the decision of the NSW Industrial Commission in either of these cases result in changes to the relevant awards where the salaries awarded are above those currently being received by employees at UTS or the classification structure to employees under either award, the parties to this agreement agree to reopen negotiations as soon as practical, in light of these decisions. Any disputes arising out of this clause shall be dealt with under the Disputes Procedure contained in this agreement.

18. Special Rates

- 18.1 Work outside rostered hours: For primary duties work done outside rostered hours during Monday to Friday as per Clauses 13.4 & 14.6 & 15.6, the rates of pay shall be time and one half of the employee's ordinary hourly rate. In computing overtime each day's work shall stand alone.
- 18.2 No compulsion to work overtime: Employees can be requested to work overtime. No employee can be required to work overtime and no compulsion or moral imperative shall be used to persuade an employee to undertake unwanted overtime.
- 18.3 Wages for work on public holidays: Employees required to work on any of the above holidays shall be paid at the rate of double time and one-half with a minimum payment of four hours at such rate.
- 18.4 Juniors: All employees shall be paid at the rates of pay specified in the wage table in place at that time.

19. Allowances

- 19.1 First aid allowance: An employee who is classified at Grades 1, 2 & 3, and is a qualified first aid attendant and who is nominated by the Association to carry out the duties of a qualified first aid attendant, shall be paid an additional amount as set out in the wage table in place at that time.
- 19.2 Evening shifts: An additional allowance of 15% shall be paid to employees other than Directors, in respect of work performed during evening shift as defined in clause 9(j). An additional allowance of 15% shall be paid to employees who are Directors, in respect of child care work performed during evening shift as defined in clause 9(h).
- 19.3 Split shifts: Employees working a split shift, as per Clauses 13.1 & 14.1 of this agreement, shall be paid per shift an additional amount as set out in the wage table in place at that time.
- 19.4 Assistant director: Employees designated as the Assistant Director (on either a permanent or temporary basis), while classified at either grades 1, 2 or 3, shall be paid at the next incremental step above their ordinary rate. The rates of pay for employees at higher grades already include payment to reflect the responsibilities of an Assistant Director.

- 19.5 Acting director: When the Director of a centre is absent from the centre for five or more consecutive days, another employee will be designated as Acting Director for the period of the Directors absence. The Association will negotiate with the Acting Director for an appropriate temporary classification providing that the classification will be at least Grade 4 Step 5. The decision regarding an appropriate classification will take into account the training and experience of the Acting Director, the size of the child care service, and the expected period of absence of the Director.
- 19.6 Higher Duties: Where an employee is asked to perform higher duties that do not form part of their normal primary duties, the Association will negotiate with the employee for an appropriate temporary allowance.
- 19.7 Vehicle expenses: Where an employee is required to use a personal vehicle for employment purposes, other than journeys to and from home and the place of employment, the employee shall be paid an allowance at the rates allowable for claims under income tax legislation.

20. Saturday and Sunday Rates

- 20.1 Saturday: Primary duties work performed on Saturday shall be paid for at the rate of time and one half for the first three hours and double time thereafter with a minimum payment of not less than four hours.
- 20.2 Sunday: Primary duties work performed on Sundays shall be paid for at the rate of double time

21. End of Year Bonus

- 21.1 Bonus in lieu of annual leave loading: In lieu of an entitlement to annual leave loading, all employees, other than casuals, shall be entitled to receive an end of year bonus, in addition to other pay, on the last pay-day prior to Christmas each year.
- 21.2 Amount of bonus: The bonus for each employee employed for the full calendar year, shall be equal to 70% of the ordinary weekly pay for the employee at the time that the bonus is paid. The bonus for semester employees shall be equal to 70% of the ordinary weekly pay for the employee during semester.
- 21.3 Employees working less than the full calendar year. Employees who have worked less than the full calendar year, including those taking leave without pay during the year, shall be paid at a pro rata rate calculated on the number of weeks worked as a proportion of 52 weeks. When the employment of an employee terminates prior to the last payday before Christmas, the employee shall receive an extra termination payment in lieu of the bonus calculated in the same way as the bonus.

22. Payment of Wages

- 22.1 Fortnightly payment: Wages for other than casual employees shall be paid fortnightly by either cash, cheque or electronic funds transfer into the employee's bank (or other recognised financial institution) account, at the determination of the Association.
- 22.2 Casual wages: Wages for casual employees shall be paid by cheque or electronic funds transfer into the employee's bank (or other recognised financial institution) account on the first fortnightly pay-day following the date casual employment commenced and every fortnight thereafter.
- 22.3 Other benefits: Notwithstanding clauses 22.1 & 22.2, by mutual agreement with the Association, an employee may elect to receive:
- i. The benefit of child care services of the Association's child care centres; plus a rate for wages calculated from the prescribed amount of wages for ordinary hours less 75% of the lowest amount charged to the public at the time for an identical child care service; and/or
 - ii. The benefit of the Association's payments into a superannuation scheme nominated by the employee; plus a rate for wages calculated from the prescribed amount of wages for ordinary hours less the amount of the Association's payments into the superannuation fund. In addition to these superannuation benefits, the Association shall make a further payment of 5.5% of any such

amount in lieu of any allowances or loadings foregone. On termination, the Association shall be entitled to deduct from the employee's termination payment, any superannuation benefit paid in advance in respect of a period for which the employee will be no longer employed. The superannuation benefits referred to in this clause will be in addition to amounts payable under Federal Government Superannuation Guarantee Levy Legislation.

- iii. Such other benefits as are mutually agreed between the Association and the employee; plus a rate for wages calculated from the prescribed amount of wages for ordinary hours less an amount agreed mutually between the employee and the Association for the benefit received by the employee. The amount shall be agreed after taking into account other loadings and payments foregone by the employee.
- 22.4 Payments other than ordinary wages while receiving benefits: All wages, payments or loadings received by the employee while receiving benefits shall be calculated in accordance with the amended pay rates as determined under clause 22.3.
- 22.5 Notwithstanding the provisions of clause 22.4, on death or termination, payments in respect of untaken paid leave shall be at the rate of pay that would have applied to the employee under the agreed wage table.
- 22.5 Overpayments: Where excess payments are made in circumstances that were not apparent or could not reasonably have been expected to be detected by the employee, the monies shall be repaid by mutual agreement.

E - LEAVE

23. Annual Leave

- 23.1 Leave entitlement: All employees, other than casuals, are entitled to receive at least 2.75 days annual leave for each completed full calendar month of employment. Part-time employees receive pro rata payment for those leave days based on their number of ordinary hours as a proportion of 40. Employees working for incomplete months shall receive pro rata entitlements based on the number of ordinary working days during that month.
- 23.2 Number of annual leave days: The number of days annual leave entitlement of 33 days for a full calendar year of employment, has been calculated by adding usual annual leave award entitlements of 20 days, usual award rostered day off entitlements of 12 days and usual award picnic day entitlements of 1 day.
- 23.3 Extra annual leave instead of time in lieu: Employees may be entitled to further annual leave, in addition to that provided under sub-clause (a), where there is an entitlement to time in lieu as per clauses 36.3, 36.4 and 32.6.
- 23.4 Applications for annual leave:
- i. Each employee, other than a semester employee, is required to submit to the Association, at least two months prior to the beginning of each calendar year, a plan for taking annual leave and long service leave during the year. The plan shall include:
 - (1) At least 10 days annual leave during periods outside UTS semester teaching weeks, as long as the employee has, at that time, an unused annual leave accrual of at least 10 days; and
 - (2) A maximum of 20 days annual leave during the normal semester teaching weeks of UTS; and
 - (3) Leave during closedown periods as per clause 23.7 & 23.8; and
 - (4) Any long service leave due to be taken during the year; and

- (5) Such leave as required to ensure the employee's annual leave entitlement exceeds does not exceed 35 days at any time.
 - ii. Within 30 days, the Association shall approve the plan or negotiate an alternative plan with the employee, taking into account the plans of other employees. Leave shall be negotiated with employees to ensure that the annual leave cover is fully utilised throughout the year.
 - iii. If the employee does not submit a plan as requested, the Association is entitled to roster the employee, with at least 8 weeks notice, on leave for up to 10 days during such non-semester periods as well as any close down periods. In any decision to roster employees on leave, the employees with higher unused annual leave accruals shall be the first to be rostered on leave.
 - iv. If the employee subsequently wishes to change the annual leave plan or to take any additional annual leave, approval shall be at the discretion of the Association taking into account child care demand during that period the continual use of a person employed to cover annual leave, and alternative dates proposed.
- 23.5 Maximum leave accrual: Notwithstanding clause 23.4, employees whose annual leave entitlement exceeds 35 days and who are directed in writing by the Association to take sufficient annual leave to reduce their entitlement to less than 35 days, shall commence such leave within 21 days. If the employee has not commenced leave within 21 days, the Association may roster the employee to take annual leave until the entitlement to annual leave is no longer in excess of 35 days.
- 23.6 Extended leave accrual: Notwithstanding clauses 23.4 & 23.5:
- i. Any employees may request approval to accrue annual leave credits in excess of 35 days.
 - ii. An employee who is pregnant or whose partner is pregnant may, after notifying the Association, accrue annual leave up to a maximum of 60 days; provided that all such leave must be taken during the period of parental leave, except when the period of parental leave is less than the period of accrued annual leave.
- 23.7 Christmas closure: Where a centre is closed over the Christmas/New Year period and no work is available, an employee may be required to take annual leave during that time. An employee with insufficient credit of annual leave may be required to take all or part of such period of closure as leave without pay.
- 23.8 Other closure period: Where a centre is closed during any other UTS vacation period and no work is available at that centre, an employee shall choose to:
- i. Take annual leave during the closure period; or
 - ii. Take leave without pay during the said period; or
 - iii. Request work be provided at another child care centre or service operated by UTSCC,
- 23.9 providing that if an employee chooses (iii), the Association shall attempt to provide the work requested, but if suitable work is not available, the employee must then decide between (i) or (ii).
- 23.10 Annual Leave Act The provisions of clauses 23.4 to 23.8 above are in addition to the provisions of the Annual Leave Act dealing with the same subject matter and not in degradation of those statutory rights.

24. Holidays

- 24.1 Days that are public holidays: The days proclaimed as public holidays throughout the State of New South Wales shall be regarded as public holidays for the purpose of this agreement. If the number of days proclaimed as a Public Holiday throughout the State of New South Wales is reduced, then the parties to this Agreement shall negotiate a fair and equitable implementation of that change.

- 24.2 Wages for public holidays: The above holidays falling on an ordinary working day shall be paid for if not worked, irrespective of such holidays falling in a vacation period.
- 24.3 Picnic Day: Entitlements to a picnic day under the Awards have been implemented in this agreement by the addition of one day to annual leave entitlements as per clause 23.2.

25. Sick Leave

Eligibility and Entitlement

- 25.1 All permanent full time, part time, semester and contract staff are entitled to paid sick leave
- 25.2 For full time staff, sick leave accrues at the rate of 120 hours per year of service. The entitlement is reduced by any leave taken during the year. Up 120 hours of untaken leave may be accumulated for use in subsequent years.
- 25.3 In addition, staff receive an entitlement of up to 40 hours per calendar year of Personal Leave, in accordance with Clause 27.
- 25.4 Part time staff are entitled to pro rata of the full time rate.
- 25.5 Casual staff are paid salary loading in lieu of leave entitlements and therefore are not entitled to paid sick leave.
- 25.6 If unable to attend work, due to illness, an employee will advise the supervisor (or another appropriate person) prior to the beginning of the rostered shift, stating the reason and the likely duration of the absence. On return to work a formal application for leave will be submitted to the supervisor. The application will normally indicate the nature of the circumstance. An employee is entitled to keep the nature of the illness to be confidential, however they may be required to inform the Coordinator of the nature of the illness.
- 25.7 Medical certificates: Each sick leave absence of more than three working days must be supported by an appropriate medical certificate. Where an employee is absent for a period exceeding three days and submits a medical certificate that covers only part of the absence, sick leave will be granted for the entire period provided the Supervisor is satisfied that the case is genuine.
- 25.8 Employees required to provide medical certificates more frequently: If an employee develops a history of unexplained absences due to illness of short duration, the Association may require that a medical certificate be submitted for each occasion. If there is some doubt whether an employee is using sick leave for its intended purpose, the employee may be directed to provide a medical certificate for each absence attributed to sickness, or asked to attend a Doctor at the request of the Children's Services Coordinator.
- 25.9 Failure to supply a medical certificate: Where a sick leave absence in excess of three continuous working days is not supported by a medical certificate the first three days of these absence will be debited to available sick leave; and subsequent days will be debited to available paid leave, or as leave without pay if the employee has no paid leave accrual.
- 25.10 Staff may access their sick leave in the form of personal leave to provide care for sick relatives or household members or for bereavement due to the death of a relative or household member, in accordance with the provisions for Personal Leave Clause 27.

Sickness during annual and long service leave

- 25.11 A staff member who becomes ill for a period of five consecutive working days during annual or long service leave may claim sick leave (to the extent of sick leave accrued) instead of the annual or long service leave for the period of the illness. A medical certificate must be submitted covering the period of the sick leave.

25.12 Sick leave is not debited for public holidays.

Sick leave without pay

25.13 At the discretion of the Director, a staff member whose sick leave entitlement has been exhausted may be granted sick leave without pay (SLWOP). A period of sick leave without pay must be covered by an appropriate medical certificate.

25.14 SLWOP will be counted as service for the purpose of determining entitlement to:

Annual leave accrual, and sick leave accrual

Long service leave accrual (Except that when determining whether a staff member had completed ten years' of service, SLWOP does not count as service if when added together it is in excess of six months. In this case, any SLWOP up to six months accrual will count as service, and any SLWOP over six months does not. Once it has been determined that an employee has completed ten years' service, any single period of sick leave without pay not exceeding six months will continue to count as service.)

The accrual of further sick leave

Personal leave

Special sick leave

25.15 Up to 40 days special sick leave may be granted by the Board to employees who are gravely ill and on an extended period of sick leave, when normal sick and other leave entitlements have been exhausted. Special sick leave is not taken into account when calculating normal sick leave entitlements. Special sick leave may be taken as 80 days at half pay. Special sick leave counts as normal service.

26. Special Leave Without Pay

26.1 Purpose and approval of leave: An employee may apply for special leave without pay for any purpose, where all normal paid leave entitlements have been exhausted or do not apply. Such leave may be approved by the Association at its discretion.

26.2 All employees: Special leave without pay for up to 5 days may be approved by the Association at its discretion for any employee.

26.3 Employees with more than one years employment: Special leave without pay for up to 1 month may be approved by the Association at its discretion for any employee after 12 months continuous permanent employment.

26.4 Employees with more than two years employment: Special leave without pay for up to 1 year may be approved by the Association at its discretion for any employee after two years continuous permanent employment.

26.5 Appeal of refusal of leave: An employee may appeal any decision not to approve an application for special leave without pay. Such an appeal would be made to the Children's Services Co-ordinator in the first instance.

26.6 Leave not to count as service: Leave without pay will not count as service for the calculation of any benefit under this agreement. Other forms of leave do not accrue during special leave without pay.

27. Personal Leave

Eligibility

- 27.1 All permanent full time, part time, semester and contract staff are entitled to apply for personal leave. Casual staff are not eligible for personal leave.
- 27.2 Part time staff are entitled to prorata of the full time rate.

Definition

- 27.3 For the purpose of this Clause, 'relative' is defined as follows:
- (a) spouse, former spouse, a de facto spouse or former de facto spouse (de facto spouse includes partners of the same sex) or
 - (b) child or adult child (including adopted child, step child, ward or ex nuptial child), parent (including step parent), grandparent, grandchild or sibling (including step or half sibling) of the staff member or staff member's spouse as defined in (a) above.

Purpose and Entitlement

- 27.4 Personal leave may be granted to assist staff to achieve a work life balance. Personal leave acknowledges that staff are also members of families and communities and have commitments not related to work. In addition to the personal leave available in accordance with this Clause, staff may use available annual leave or long service leave, or leave without pay for personal reasons.
- 27.5 A staff member may be granted up to forty hours personal leave with pay per calendar year.
- 27.6 Personal Leave may be granted for the following situations:
- To provide care or support to relatives or members of their household who are ill
 - Bereavement due to the death of a relative or household member, up to 3 days per occasion
 - To deal with an emergency situation arising due to fire, flood, burglary or other unforeseen event beyond the control of the staff member
 - Where the carer of a staff member's child is unable to look after child
 - Attendance at the staff member's own graduation, citizenship and justice of the peace ceremony, up to half a day for each ceremony
 - Moving house, up to one day per 12 months
 - Appointments and commitments associated with pre and post natal responsibilities
 - To adhere to and celebrate cultural or religious days of observance. Because of their cultural and associated religious belief systems staff may be required to participate in cultural and religious ceremonies during their normal hours of work. Staff should be able to show that they have cultural or religious affiliations requiring observance of the day and that the day is significant in the particular cultural or religious calendar.
 - To attend defence forces reserve training programs or courses
 - To participate as a representative in international, national and interstate amateur sport activity.
- 27.7 Personal leave is not cumulative

- 27.8 In addition to an entitlement to personal leave, a staff member is entitled to access their sick leave accrual for leave to provide care or support to relatives or members of their household who are ill or for bereavement due to the death of a relative or household.
- 27.9 Staff who have exhausted their personal leave and sick leave entitlements may apply for any available annual leave and/or long service leave or leave without pay to cover to necessary period of absence. In exceptional circumstances such as multiple deaths within a family and/or household, additional paid personal leave may be granted by the Board.
- 27.10 A medical certificate for the relative or household member is required if the staff member is absent for four days or more to provide care or support to that relative or household member.
- 27.11 A copy of the award or accreditation will be required for an absence to attend the staff member's own graduation, citizenship and justice of the peace ceremony. Appropriate documentation may be required to support each absence taken under Personal Leave.

28. Study Leave

- 28.1 Association's support of employees undertaking study: The Association encourages employees to undertake courses of study relating to their employment. Under certain circumstances the Association may provide course fees, time in lieu for attendance at courses outside ordinary hours, and paid study leave for practicums or examinations, and release from normal duties to attend such courses.
- 28.2 Notification of intention to study: An employee should notify their centre director in advance of an intention to study, and discuss the course, its content and its relevance to the employee's position. The employee's needs for course fees, release from normal duties and time involved in attending the course should be noted at that time. The employee and the centre director will jointly or separately (as desired by the employee) report in writing to Children's Services Coordinator regarding the relevance of the course and the need for payment of course fees, release from normal duties, time in lieu or study leave.
- 28.3 Agreement to support employees undertaking courses: Where Board is satisfied that the course of study is beneficial to the centre and relevant to the employee's duties, it shall resolve to support the employee's enrolment in the course.
- 28.4 Support for employees undertaking courses: Where the Board has resolved to support the employee's enrolment in the course:
- i. Course fees and time-in-lieu for attendance at courses outside ordinary hours of work shall not normally be granted, but may be paid by the Association at the discretion of the Board. Such time-in-lieu shall be added to annual leave.
 - ii. Study leave may be authorised at the rate of one hour's paid leave for each two hours of course lecture, seminar or tutorial attendance during rostered hours of work. Such study leave may be taken weekly or accrued for the purposes of class attendance, examinations, private study, practicum attendance or field visits. A month's prior notice of absence during rostered hours for study leave is to be given to enable alternate staffing arrangements to be effected.

29. Parental Leave

- 29.1 Parental leave enables parents at UTSCC to care for their child (biological or adopted). Parental leave is available for staff upon the birth of a child of the employee, or their partner; or the adoption of a child by the employee or their partner.

Eligibility for parental leave

- 29.2 this clause applies to all permanent or fixed term employees who have had 40 weeks continuous service immediately prior to the commencement of parental leave.

29.3 A fixed term employee will only be granted paid and/or unpaid parental leave if the period of leave falls within the time span of their fixed term appointment.

29.4 To be eligible for parental leave the staff member must assume the role of primary carer for the child.

Entitlement

29.5 An employee shall be entitled to a total of 6 weeks paid parental leave on full pay; or 12 weeks parental leave on half pay;

29.6 In addition, up to 20 days Sick Leave may be used in conjunction with paid parental leave.

29.7 Annual leave, long service leave, unpaid parental leave and accumulated time in lieu may be taken in conjunction with paid parental leave.

29.8 An employee will be entitled to unpaid leave, so long as the total period of leave (including paid and unpaid parental leave) shall not exceed 24 months.

29.9 The employee may choose to commence paid parental leave before the expected date of the birth.

29.10 Payment for parental leave is at the ordinary rate applicable prior to the commencement of the leave period.

29.11 Paid parental leave shall be exclusive of public holidays.

Notice of intention to take Parental Leave

29.12 To be eligible for Parental Leave the employee must:

- (a) provide their Supervisor with certification of the expected date of confinement at least 10 weeks before the child is due. This is known as the first notice;
- (b) advise their Supervisor in writing of their intention to take personal leave and the proposed start and finish date at least 4 weeks prior to that date. This is known as the second notice.
- (c) provided a signed statutory declaration that the employee will be the primary care giver to the child and that the paid parental leave will not be taken in conjunction with any partner accessing paid parental leave entitlements.

29.13 Should the employee wish to change their return to work (within the 24 months maximum) then this will be negotiated between the Association and the employee. At any time during the period of parental leave the employee may request the Association to renegotiate the period of leave, to take into account any changed circumstances. A minimum of four weeks notice is requested of a change of return to work date, to enable staffing changes to be made.

Medical risks from pregnancy

29.14 Where, in the opinion of a medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the employee make it inadvisable for the employee to continue at the present work, the employee shall choose to

- (i) commence parental leave; or
- (ii) be temporarily transferred to a safe job at a rate reflecting the level of expertise required for the work performed in the safe job, until the commencement of parental leave; or
- (iii) negotiate with the Association for a temporary variation of primary duties or hours of work to exclude the risks and hazards until the commencement of parental leave;

29.15 providing that if an employee chooses (ii) or (iii), the Association shall attempt to provide the work requested, but if suitable work is not available, the employee must then accept (i).

29.16 Staff involved in primary care/teaching roles are advised to seek medical advice from their medical practitioner about the risks associated with working with young children when pregnant.

Termination of pregnancy

29.17 In the event of a termination of pregnancy, still birth or miscarriage before the commencement of Parental Leave, the staff member may access their sick, annual, long service leave and/or leave without pay for such period as a medical practitioner certifies as necessary, provided that the aggregate of paid sick leave, unpaid sick leave and parental leave shall not exceed 52 weeks. A staff members illness not directly related to the direct consequences of the birth will be dealt with in accordance with Clause 25 Sick Leave.

Effect of parental leave on employment

29.18 The service of an employee with UTSCC whilst on Parental Leave will not break the employee's contract of employment, but such absence shall not be taken into account in calculating the period of employment for any purposes of this award and under the Long Service Leave Act, 1955.

Termination of employment during parental leave

29.19 An employee on parental leave may terminate their employment at any time during the period of leave by notice given in accordance with Clause 29.

29.20 The Association shall not terminate the employment of an employee on the ground of her pregnancy or of absence on parental leave, but otherwise the rights of an Association in relation to termination of employment are not hereby affected.

Right of return to former position

29.21 A staff member has a right to return to their former position after parental leave. "Former position" is defined as a position as close as possible to that held by the employee immediately prior to the commencement of leave; except where by reason only of the pregnancy a staff member has been transferred to a more suitable or safe position before commencing Parental Leave, the position held immediately before the employee transferred to the temporarily suitable or safe position.

29.22 A staff member forfeits his/her right to their former position if he/she does not resume duty at the expiration of the total period of Parental Leave.

30. Return to Work from Parental Leave

30.1 Temporary return to part-time employment: An employee returning to work from parental leave, after a period of leave of less than 24 months, may temporarily return to work with fewer ordinary hours of work than those specified in the employee's letter of appointment. Except with the consent of the Association:

- i. The total period of parental leave and temporary part-time work shall not exceed 24 months; and
- ii. The period of temporarily reduced ordinary hours shall cease at the end of a calendar year.
- iii. The employee may request permanent appointment to a part-time position at the reduced number of ordinary hours, but approval of that request cannot be presumed by the employee.

30.2 Return to normal ordinary hours of work: Following a return to normal ordinary hours of work, the employee shall be entitled to the position which was held immediately before proceeding on parental leave or to a position at the same Grade and as nearly as possible comparable in status to that of the former position.

30.3 Replacement employees: Before an Association engages a fixed term employee specifically to replace an employee proceeding on parental leave, the Association shall inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.

31. Long Service Leave

31.1 Applicability of *Long Service Leave Act 1955*: Except in so far as expressly varied by the provisions of this clause, the provisions of the said Act shall apply to employees under this award.

31.2 Amount of Leave: Subject to the provisions of Clause 31.4 employees are entitled to:

- i. 10 weeks (50 days or 100 half pay days) on the completion of ten years service; and
- ii. in respect of each additional year of service with the employer after 10 years, 1.4 weeks (7 days or 14 half pay days) and a proportionate amount for partial completion of additional years of service.

31.3 Part-time employees pay rate: Part time staff are entitled to a pay rate during long service which is the greater of:

- i. the average daily ordinary pay of the worker, as on the date leave commences; or
- ii. the average weekly amount of the ordinary earnings of the employee for the period of 5 years ending on the date leave commences,

31.4 Calculation of Entitlement: In the case of an employee whose service with the Association began before 1st January 2000, and whose service would entitle the employee to long service leave under this clause, the amount of long service leave to which the employee shall be entitled to, shall be the sum of the following amounts:

- i. An amount calculated on the basis of the provisions of the *Long Service Leave Act 1955* in respect of service prior to 1st January 2000, i.e. two months leave for the first ten years service and one month leave for each subsequent five years of service; and
- ii. An amount calculated on the basis of sub-clause (b) for service after 1st January 2000

31.5 Continuity of service: The service of the employee shall be deemed to be continuous, notwithstanding that the service has been interrupted by reason of the employee taking approved leave without pay (including maternity leave) but the period during which the service is so interrupted shall not be taken into account in calculating periods of leave with the exception of sick leave without pay which does not exceed six months.

31.6 Public holidays: Subject to the provisions of this clause, any long service leave shall be exclusive of any public holidays falling within the period of such leave.

F - MISCELLANEOUS

32. First Aid Certificates

32.1 All employees: All employees are encouraged to obtain and maintain an approved first aid certificate.

32.2 Trained employees: All employees with formal qualifications related to their employment as primary contact child carers, other than casuals, are required to obtain and maintain an approved first aid certificate. It is the responsibility of such staff to supply a copy of their qualification to the Association, and inform the Association of the expiry of such qualification two months prior to the date of expiry.

32.3 License requirements for certificates: The Association must ensure, under government licensing regulations, that a person holding an approved first aid certificate is on the centre premises at all times during the operation of each centre.

- 32.3 Training courses: The Association will provide such training courses as are necessary for employees to obtain first aid certificates or pay any fees associated with courses provided by other organisations.
- 32.4 Courses during rostered hours: Employees required to attend such courses during ordinary hours of work will be regarded as being on duty.
- 32.5 Courses outside rostered hours: Employees required to attend such courses outside of ordinary hours of work, if applicable, will receive time-in-lieu for such attendance as per clause 36.4 & 36.5.

33. Superannuation

The Association shall provide superannuation benefits to HESTA or Asset Superannuation for all employees in accordance with Federal Government Superannuation Guarantee Levy Legislation.

If within six weeks of commencing employment an employee has not made application to join HESTA or Asses then the employer shall pay contributions into HESTA as the default fund.

34. Staff Secondment

The parties to this agreement recognise that secondment of employees both to and from other organisations and between centres within the Association can be beneficial to both the individual and the organisations involved. Staff are encouraged to consider opportunities for secondment

35. Workplace Conditions

- 35.1 Accommodation for meals: The Association shall provide access to hot water and a suitable place for meals and breaks.
- 35.2 Gloves: Where employees are required to clean toilets or to use acids or other injurious substances or detergents, or where there is a significant risk of infection, they shall be supplied with appropriate gloves.
- 35.3 Dressing accommodation: Privacy for dressing rooms and individual lockable lockers shall be provided for employees.
- 35.4 First aid kit: A first aid kit shall be supplied and be readily available to all employees.
- 35.5 Travel costs: Travelling and other out of pocket expenses reasonably incurred by an employee in the course of duties required by the Association during the ordinary hours of work, shall be reimbursed by the Association.
- 35.6 Safety following evening shift: In order to ensure the safety of employees following evening shift, employees finishing work after 9 p.m. are entitled to safe transport home. Any extra travel costs associated with such safe transport will be paid by the Association. The employee and Association shall mutually agree on the method of safe transport.
- 35.7 Educational Programming Time: Employees expected to program for a group of children shall be allowed programming time free of direct child care contact. Such employees shall be allocated a minimum of one and half hours per week as part of their primary duties. Allocated programming time can be averaged over any four week period.

36. Meetings, Seminars and in-Service Training

- 36.1 Employees requirement to attend: Employees may be required to attend staff meetings, committee meetings, seminars and in-service courses totalling up to 50 hours duration in any calendar year. In computing such attendance, each year shall stand alone.
- 36.2 Attendance outside ordinary hours of work: Attendance at such meetings, seminars and in-service courses may be outside normal working hours.

- 36.3 Time in lieu for attendance: An employee, who is not designated as a Coordinator or Director, attending such meetings, seminars and in-service courses outside his or her rostered ordinary hours of work shall accrue such hours as "time in lieu" at the rate of one hour accrued for each hour of attendance. Such "time in lieu" shall be added to the paid annual leave entitlement of the employee as per Clause 23.3.
- 36.4 Directors: An employee who is the Director of a child care service, shall:
- i. organise his or her ordinary hours to include attendance at meetings, seminars and in-service courses; or
 - ii. negotiate with the Children's Services Coordinator regarding the accrual of such hours as "time in lieu".
- 36.5 Coordinator: An employee who is the Coordinator of the Association shall organise his or her ordinary hours to include attendance at meetings, seminars and training courses.

37. Jury Service

- 37.1 Leave entitlement: An employee shall be allowed leave of absence during any period when required to attend for jury service.
- 37.2 Payment during leave: During such leave of absence, an employee shall be paid the difference between the jury service fees received and the employee's normal rate of pay as if working.
- 37.3 Proof of attendance and payment: An employee shall be required to produce to the Association proof of jury service fees received and proof of requirement to attend and attendance on jury service and shall give the Association notice of such requirement as soon as practicable after receiving notification to attend for jury service.

38. Grievance Procedure

- 38.1 Intention re grievances: It is the intention of the Association and its employees to resolve disputes or grievances amicably, and it is agreed that they shall confer in good faith with a view to resolving any matter by negotiation and consultation.
- 38.2 Procedure: The Association and its employees further agree, that subject to the provisions of the Industrial Arbitration Act, all grievances, claims or disputes shall be dealt with in the following manner, so as to ensure the orderly settlement of the matters in question within as short a time as possible. These steps do not preclude the right of an employee to approach or be accompanied by an industrial advocate or any other adviser including a union representative at any time and at any step.
- i. First step: Any grievance or dispute that arises shall, where applicable, be settled by negotiation and consultation on the job between the employee and the centre director.
 - ii. Second step: If the matter is not resolved, or is not suitable to be raised at the above step, or if the employee regards it as not appropriate, the matter will be settled by negotiation and consultation between the affected employee or employees, the centre director and a representative nominated by the centre committee.
 - iii. Third step: If the matter is not resolved at the above step, or an employee regards it as unsuitable to be raised at that step, the affected employee or employees may raise the issue directly with the Children's Services Coordinator.
 - iv. Fourth step: If no agreement is reached, the employee or employees may appeal to the Board.
 - v. Outside appeal: Should the matter still not be resolved, either party may refer it to the Industrial Commission of New South Wales for settlement.

- vi. Normal duties during dispute: Whilst the foregoing procedure is being followed work shall continue normally. No party shall be prejudiced as to the final settlement by the continuance of work in accordance with this clause.

39. Termination

- 39.1 Notice to be given for permanent and fixed term employees. Except for a fixed term employee at the end of a specified contract, the employment of an employee may be terminated by two weeks' notice given by either party or by the payment or forfeiture, as the case may be, of two weeks' wages in lieu of such notice. This shall not affect the right of the Association to dismiss any employee without notice for misconduct and in such cases, wages shall be paid up to the time of dismissal only.
- 39.2 Termination of casual employees: The employment of a casual employee may be terminated by one hour's notice, or the payment of forfeiture of one hour's pay as the case may be.
- 39.3 Fixed term employees: The employment of a fixed term employee shall cease on the date specified in the notice, unless the employment has been terminated previously by two weeks' notice by either party.
- 39.4 Statement of service: The Association shall give an employee a signed statement of service upon termination. The statement shall certify the period of starting and ceasing employment and the type of work that the employee was required to perform.
- 39.5 Payment on termination: Employees terminating employment shall be paid all wages and other monies due forthwith, including any payments which may be due in lieu of annual leave and/or long service leave.
- 39.6 Redundancy: Employees retrenched as a result of their position being made redundant, shall be entitled to such period of notice and such extra payments, in addition to all other entitlements, as may be prescribed from time to time by Legislation.

WAGE TABLE 15

Grade	Step	Weekly Rates \$	Ordinary Hourly Rates \$	Casual Hourly Rates \$	Extra Hourly Rates \$
Grade 1	1	528.86	13.2215	15.8658	15.8658
	2	537.52	13.4380	16.1256	16.1256
	3	540.56	13.5140	16.2168	16.2168
	4	547.42	13.6855	16.4226	16.4226
Grade 2	1	560.24	14.0060	16.8072	16.8072
	2	576.89	14.4223	17.3067	17.3067
	soft barrier	590.84	14.7710	17.7252	17.7252
	discretionary step	603.10	15.0775	18.0930	18.0930
	discretionary step	633.80	15.8450	19.0140	19.0140
	discretionary step	645.27	16.1318	19.3581	19.3581
	discretionary step	668.33	16.7083	20.0599	20.0599
	Grade 3	1	617.16	15.4290	18.5148
	2	647.86	16.1965	19.4358	19.4358
	3	659.22	16.4805	19.7766	19.7766
	4	682.28	17.0570	20.4684	20.4684
soft barrier	5	709.72	17.7430	21.2916	21.2916
discretionary step	6	730.31	18.2578	21.9093	21.9093
discretionary step	7	768.32	19.2080	23.0496	23.0496

Grade 4	1	695.66	16.3415	20.8698	20.8698
	2	716.25	17.9063	21.4875	21.4875
	3	754.26	18.8565	22.6278	22.6278
soft barrier	4	791.72	19.7930	23.7516	23.7516
discretionary step for some staff	5	832.32	20.8080	24.9696	24.9696
discretionary step for some staff	6	869.44	21.7360	26.0832	26.0832
discretionary step for some staff	7	908.24	22.7060	27.2472	27.2472
discretionary step for some staff	8	952.33	23.8083	28.5799	28.5699
soft barrier	9	996.31	24.9078		29.8893
discretionary step for some staff	10	1,037.14	25.9285		31.1142
discretionary step for some staff	11	1,078.08	26.9520		32.3424
discretionary step for some staff	12	1,123.75	28.0938		33.7125
discretionary step for some staff	13	1,168.06	29.2015		35.0418
Grade 5	1	1,168.74	29.2185		
	2	1,214.74	30.3685		
Soft Barrier (small centre)	3	1,293.47	32.3368		
	4	1,311.25	32.7813		
	5	1,335.20	33.3800		
	6	1,365.23	34.1308		
Soft Barrier (large centre)	7	1,396.95	34.9238		
	8	1,429.23	35.7308		
	9	1,461.51	36.5378		
Grade 6	1	1,614.26	40.3565		
	2	1,648.11	41.2028		
	3	1,681.63	42.0408		
	4	1,715.71	42.8928		
	5	1,767.11	44.1778		
	6	1,820.20	45.5050		

Signed for and on behalf of UTS Child Care Inc.

Signature

Common Seal of Association

Printed Name

Position

Witness

Date

Signature

Printed Name

Position

Witness

Date

Signed for and on Independent Education Union

Signature

Printed Name

Position

Witness

Date

Signed on behalf of Liquor, Hospitality and Miscellaneous Workers Union

Signature

Printed Name

Position

Witness

Date

Signature

Printed Name

Witness

Date