

ENTERPRISE AGREEMENT

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**CHILD CARE ENTERPRISE  
AGREEMENT**

**UTS Child Care Inc.  
University of Technology, Sydney**

1993

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# A THE AGREEMENT

## PURPOSE OF THE AGREEMENT

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

- (a) provide common conditions of employment for all employees in the child care services operated by the Association;
- (b) 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;
- (c) 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;
- (d) simplify the rates of pay so that all workers are covered by one rate scale rather than the numerous scales applicable under the awards;
- (e) 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;
- (f) provide greater flexibility in the employment of casual and part time employees; and
- (g) provide a clear career path to all employees.

## 2 PARTIES TO THE AGREEMENT

An enterprise agreement made under the provisions of sections 115-142 of the NSW Industrial Relations Act 1991 between:

- (a) the Board of Management of UTS Child Care Inc. of 15 Broadway, Broadway, NSW; and
- (b) the Works Committee, representing all workers employed in the child care services operated by UTS Child Care Inc.

*LP*      *JB*

3 TITLE OF THE AGREEMENT

This agreement shall be known as the "Child Care Enterprise Agreement - UTS Child Care Incorporated, 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) St Leonards Child Care Centre, Pacific Hwy, Gore Hill
- (c) Magic Pudding Child Care Centre, Thomas St Ultimo.

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 which previously regulated employment, including:

- (a) Miscellaneous Workers - Kindergarten and Child Care Centres &c. (State) Award;
- (b) Nurses &c. Other than in Hospitals &c. (State) Award;
- (c) Teachers (Non-Government Early Childhood Service Centres other than Pre-Schools) (State) Award; and
- (d) Clerks (State) Award.

7 TERM OF THE AGREEMENT

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

*LP* *St. S*

## **R CONDITIONS OF EMPLOYMENT**

### **1 AGREEMENT TO COVER ALL CONDITIONS OF EMPLOYMENT**

It is intended by the Association and its employees that this agreement shall cover 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, the Association and its employees will negotiate an equitable resolution of the issue, and include the matter in any future agreement.

### **2 DEFINITIONS**

- (i) **Full-time employee:** A full time employee means an employee who is engaged to work for 40 ordinary hours each week for a period expected to exceed 2 years.
- (ii) **Part-time employee:** A part-time employee means an employee who is engaged to work for any number of hours less than 40 ordinary hours each week, for a period expected to exceed 2 years.
- (iii) **Temporary employee:** A temporary employee means an employee engaged to work on a full-time or part-time basis, whose contract of employment clearly specifies starting and finishing dates which include a period which is not more than 2 years but not less than 20 days.
- (iv) **Casual employee:** A casual employee means an employee engaged for any period or number of hours otherwise than as designated in sub-clause (i), (ii) & (iii).
- (v) **Evening shift:** An evening shift means any shift finishing after 7p.m., and at or before midnight.
- (vi) **Association:** Association means the Incorporated Association 'UTS Child Care Inc.'

- (vii) **Centre:** Centre means the child care centre operated by the Association at which the employee is normally employed.
- (.) **Ordinary hours:** Ordinary Hours means the ordinary number of hours of work specified for each employee in their letter of appointment.
- (x) **Rostered hours:** Rostered hours means the hours of ordinary work expected of an employee on any one day, and notified to employees at least 48 hours in advance.

### 3 ENGAGEMENT OF EMPLOYEES

- (i) **Letter of appointment:** The Association shall provide each employee (other than a casual employee), on engagement, with a letter stating the terms of the appointment, commencement date and the classification and rate of salary at appointment. Such letter shall include notice that the appointment is in accordance with this agreement.
- (ii) **Probationary period:** An employee, in the letter of appointment, may be notified that such employment is for a probationary period of up to 12 weeks. During the probationary period, their employment may be terminated on reasonable grounds by a day's notice given by either party or by the payment or forfeiture, as the case may be, of one day's wages in lieu of such notice. An employee who is dismissed before the expiration of such probationary period shall be considered a casual employee and shall be paid as such for the entire period of employment.
- (iii) **Letter of temporary appointment:** Any employee employed in a temporary position shall receive, in their letter of appointment, clear statement of the temporary nature of their employment and the starting and finishing date of the temporary position.

### 4 GRADES OF EMPLOYMENT

- (i) **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. The grades shall be:

(a) **Grade 1:** A Grade 1 employee :

- is not required to have any formal qualifications or training;
- must always be closely supervised by more senior workers;
- is expected to undertake routine tasks within clear established work procedures;
- is not required to be involved in educational programming nor required to be in charge of a room or area within the centre;
- is regarded as at a starting grade for untrained employees, and permanent employees are expected to progress to Grade 2;
- is equivalent to Child Care Worker 4 & Cleaner under the award;
- shall be classified on engagement based on relevant experience (see Clause 9 (ii)) and will progress with yearly increments to Step 4.

(b) **Grade 2:** A Grade 2 employee :

- is not required to have any formal qualifications or training, but is expected to have some industrial experience and/or on the job training.
- is expected to work under the general and routine supervision of more senior workers.
- is required to work to established routines and procedures, but may undertake some complex tasks.
- may be required to assist in educational programming and to implement programming plans, and may be required to be in charge of a room, an area, or a group of children.
- may be required to supervise Grade 1 employees for short periods of time.
- is equivalent to Child Care Worker 2, Cook & Clerk Grade 1-3 under the awards.
- shall be classified on engagement based on relevant experience (see Clause 9 (ii)) and will progress with yearly increments to Step 3.
- 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.



(c) **Grade 3:** A Grade 3 employee :

- is required to have completed a TAFE Associate Diploma or Certificate Qualification (e.g. CCCS or Mothercraft) or equivalent; or have extensive equivalent work experience.
- is required to work under general work instruction and may be expected to supervise other staff and students on practicum.
- is expected to follow established routines and procedures, and as well, may be required to undertake complex tasks and to vary work routines as necessary.
- will be required to develop educational programming and may be required to be in charge of the supervision of a group of children.
- may be required to assist in the design of systems for programming, routines and procedures.
- may be required to be in charge of the centre for short periods (e.g. opening or closing centres, evening care).
- is equivalent to Enrolled nurse, Mothercraft Nurse, Child Care Worker Grade 1 & Clerk grade 4/5 under the awards
- shall be classified on engagement based on relevant experience (see Clause 9 (ii)) and will progress with yearly increments to Step 5. In this classification inexperienced employees with:
  - mothercraft or enrolled nurse qualifications or equivalent begin at Step 1.
  - a Certificate of Child Care Studies or equivalent begin at step 2.

(d) **Grade 4/1:** A Grade 4/1 employee :

- is required to have a Degree or Diploma qualification or other qualification with extensive industrial experience.
- works under general work instructions and is expected to supervise other staff and students on practicum.
- undertakes complex tasks and is expected to vary work routines as necessary.
- may be required to design and develop systems for: programming; routines; or health, safety & hygiene.
- may be required to be in charge of the centre from time to time.
- is equivalent to Nurse step 1-4; Two year trained teacher (henceforth called "Teacher 2") steps 1-4; Three year trained teacher (henceforth called "Teacher 3") step 1-2; and Four year trained teacher (henceforth called "Teacher 4") step 1.

- shall be classified on engagement based on relevant experience (see Clause 9 (ii)) and will progress with yearly increments to Step 4. In such classification inexperienced employees with:
    - Registered nurse qualifications or equivalents and Teacher 2 begin at Step 1;
    - Teacher 3 or equivalent begin at step 3;
    - Teacher 4 or equivalent begin at step 4.
  - who has Registered Nurse, Teacher 2, Teacher 3 or Teacher 4 qualifications is broadbanded with Grade 4/2, and progresses automatically from Grade 4/1 Step 4 to Grade 4/2 Step 1.
- (e) **Grade 4/2:** A Grade 4/2 employee :
- is similar to a Grade 4/1, except that the employee is expected to have a broader range of industrial experience, and as a senior professional may be expected to have input into policy development and be in charge of projects.
  - is equivalent to Nurse step 5-8, Teacher 3 step 3-8 and Teacher 4 step 2-5 under the awards.
  - shall be classified on engagement based on relevant experience (see Clause 9 (ii)) and will progress with yearly increments to Step 4. Those progressing from Grade 4/1 begin at step 1.
  - who is Teacher 3 with eight years experience or Teacher 4 with five years experience, automatically progresses from Grade 4/2 Step 4 to Grade 5 Step 1.
- (f) **Grade 5:** A Grade 5 employee :
- is required to have a degree with extensive relevant work experience or specialist expertise.
  - receives direction on a broad level, and has their performance measured against objectives.
  - will have extensive supervisory and management responsibility.
  - will be the Director or Assistant Director of a centre and have responsibility for programme development for the entire centre.
  - will be expected to develop centre policy.
  - is equivalent to Nurse supervisor, Teacher 3 step 9-11 and Teacher 4 step 6-9 under the award.
  - shall be classified on engagement, based on relevant experience (see Clause 9 (ii)), and will progress with yearly increments to Step 3. Teacher 3 and Teacher 4 progressing from Grade 4/2 begin at step 1.
  - reaching step 3 and being Teacher 4 shall progress to step 4.

- other than Teacher 4, reaching Step 3, is eligible for advancement to Step 4, and such advancement, and subsequent continued classification, shall be based on suitable work achievement.
- (g) **Grade 6: A Grade 6 employee :**
- will be the Director of a centre.
  - is required to have a degree with extensive relevant work experience, specialist expertise or post graduate qualifications; or an equivalent combination of education, experience and expertise.
  - is expected to have proven expertise in the management of human and physical resources typical of the industry.
  - works under broad direction of the Association, and is fully accountable for a centre's operation.
  - 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's Management Committee and the Board of the Association.
  - shall be classified on engagement based on relevant experience (see Clause 9 (ii)) and may progress with yearly increments to Step 4, subject to suitable work achievement.
- (ii) **Translation of existing grades under awards:** In translating the grades of existing employees of the association, the following principles shall be applied:
- (a) All employees shall be re-graded under this agreement either at a grade with a weekly pay rate equal to their current weekly rate or at the next higher step.
  - (b) Increment dates for existing employees shall remain unchanged.
  - (c) Employees at the top of incremental steps under the award, and who now have extra increments available to them under this agreement, shall be graded at the level at which a new employee with equivalent experience and training would be graded.
- (iii) **Labour Flexibility:** For the purpose of increasing 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.

**5 HOURS**

- (i) **Ordinary hours of work:** The average ordinary hours of work over a 52 week period is 38 hours per week. In consideration of receiving an additional twelve days of annual leave, (as per Clause 16(ii)), 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.
- (ii) **Hours in excess of rostered shifts:** When the total hours worked on any day exceed the rostered shift hours:
- (a) the employee shall be paid overtime as per Clause 8(i), for primary contact child care work; and
  - (b) the employee shall be provided with time in lieu as per Clause 22(iii), for all other work; or
  - (c) with mutual agreement of the employee and the Association, an employee may be paid overtime as per Clause 8(i), for other work.
- (iii) **Half day flexitime:** A full time employee shall 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 each two weeks. Such accrued flexitime off must be taken during the two week cycle, or the subsequent two week cycle.
- (iv) **Rostered shifts:** The Association shall, by notice displayed at some place accessible to the employees, notify the ordinary hours of commencing and ceasing work and the ordinary times of breaks for each shift.
- (v) **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 16(ii)).



6 RATES OF PAY

The weekly rates of pay for a full time employee shall be:

| <u>Grade</u> | <u>Step</u> | <u>Weekly Amount of Pay</u> |
|--------------|-------------|-----------------------------|
|              |             | \$                          |
| 1            | 1           | 342.10                      |
|              | 2           | 346.30                      |
|              | 3           | 350.40                      |
|              | 4           | 355.40                      |
| 2            | 1           | 364.60                      |
|              | 2           | 376.50                      |
|              | 3           | 386.50                      |
|              | 4           | 395.30                      |
|              | 5           | 417.20                      |
| 3            | 1           | 395.30                      |
|              | 2           | 417.20                      |
|              | 3           | 425.50                      |
|              | 4           | 441.90                      |
|              | 5           | 453.40                      |
| 4/1          | 1           | 469.70                      |
|              | 2           | 484.40                      |
|              | 3           | 510.90                      |
|              | 4           | 537.20                      |
| 4/2          | 1           | 567.16                      |
|              | 2           | 599.04                      |
|              | 3           | 636.72                      |
|              | 4           | 668.61                      |
| 5            | 1           | 695.25                      |
|              | 2           | 723.04                      |
|              | 3           | 754.37                      |
|              | 4           | 784.53                      |
| 6            | 1           | 836.27                      |
|              | 2           | 847.70                      |
|              | 3           | 863.37                      |
|              | 4           | 883.02                      |

## 7 BREAKS

- (i) **Rest breaks:** All employees shall be allowed a rest break of ten minutes for all shifts exceeding three hours. If the work exceeds seven hours from starting time the employee shall be allowed a further rest break of ten minutes. All rest breaks to be taken at a mutually convenient time to the Association and the employees in the service concerned. Such rest break shall be counted as time worked.
- (ii) **Meal breaks:** Thirty minutes shall be allowed to employees each day for a break, between the third and sixth hour, if an employee's shift exceeds five hours from commencement of work. Such meal break shall be counted as time worked.
- (iii) **Duties during break periods:** Since each break shall be counted as time worked, employees may be required to supervise children, answer parent enquiries or attend meetings during the break period. Employees may be required to remain on the centre premises during breaks, if necessary, to maintain staff ratios required under Child Care Centre Regulations.

## 8 OVERTIME

- (i) **Full-time employees:** For work done outside rostered hours during Monday to Friday as per Clause 5 (ii) (a) & (c), 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.
- (ii) **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.
- (iii) **Part-time employees working more than ordinary hours:** Rostered hours, worked in excess of ordinary hours shall be paid at the employee's ordinary hourly rate plus a loading of 20% for shifts of up to 9 hours per day. A part-time employee required to work for longer than rostered hours or longer than nine hours in any one day shall be paid overtime for such hours at the rate of time and one half of the employee's ordinary hourly rate, except by mutual agreement between the Association and the employee.

DETERMINATION OF WAGES TO BE PAID

- (i) **Employment history:** Prior to engagement, an employee shall establish their work history, by documentary evidence.
- (ii) **Classification of employees:** 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.
- (iii) **Rate for each employee:** All employees, on engagement, shall be informed by notice in writing, of the position in which they are employed, their classification and the relevant wage rate.
- (iv) **Juniors:** All employees shall be paid at the rates of pay specified in Clause 6.
- (v) **Part-time employees:** For each ordinary hour worked, part-time employees shall be paid the weekly rate specified by this agreement for their classification, divided by 40.
- (vi) **Casual Employees:** Casual employees, for each hour worked shall be paid the weekly wage prescribed by this agreement for the class of work performed by them, divided by 40, plus an additional amount of 20% of the appropriate rate (which includes all entitlements under Annual Holidays Legislation and the implementation of the 38 hour week).

10 ALLOWANCES

- (i) **First aid allowance:** An employee who is classified as Grades 1, 2 & 3, is a qualified first aid attendant and is nominated by the Association to carry out the duties of a qualified first aid attendant shall be paid an additional amount of \$9.00 per week or \$1.80 per day.
- (ii) **Evening shifts:** An additional allowance of 15% shall be paid to employees in respect of work performed during evening shift as defined in Clause 8.2

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- (iii) **Split shifts:** Employees working a split shift, as provided in Sub-Clause 5(i) of this agreement, shall be paid an additional allowance of \$8.96 per shift.
- (iv) **Assistant director:** Employees who are classified at either grades 1, 2 or 3, while designated as the Assistant Director (on either a permanent or temporary basis), 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.
- (v) **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 4/2 Step 1. 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.

## 11 FIRST AID CERTIFICATES

- (i) **All employees:** All employees are encouraged to obtain and maintain an approved first aid certificate.
- (ii) **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.
- (iii) **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 the centres.



**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.

- (v) **Courses during rostered hours:** Employees required to attend such courses during ordinary hours of work will be regarded as being on duty.
- (vi) **Courses outside rostered hours:** Employees required to attend such courses outside of ordinary hours of work will receive time-in-lieu for such attendance at the rate of one hour for each hour of course or travel time, to be added to annual leave entitlements.

## 12. SICK LEAVE

- (i) **Reason for Leave:** The Association provides paid sick leave to staff to protect them, and others, from the effects of illness. The purpose of such sick leave is to provide paid leave of absence to an employee unable to work on account of illness. Sick leave may be necessary to protect the health of the employee concerned, other employees, parents and/or children and the general public. Sick leave is not a 'right' gained by virtue of performance of duties; rather it exists to meet the fact that everyone suffers sickness. This agreement seeks to allow the Association and its employees to manage sick leave in an equitable and compassionate way.
- (ii) **Eligibility:** All employees, except casuals, are entitled to paid sick leave in accordance with the provisions of this policy. Casual employees are paid a salary loading in lieu of leave entitlements and therefore are not entitled to paid sick leave.
- (iii) **Entitlement:** A full time employee is entitled to 15 days' sick leave for each calendar year of service. For employees starting work during the year, the entitlement is 1.25 days for each full month remaining in that year. This entitlement accumulates with each calendar year of service and is reduced by any sick leave taken. Part-time employees are entitled to pro rata accrual of the full time rate. Leave without pay will normally not count as service for sick leave accrual. Sick leave without pay will count as service for sick leave accrual.

- Entitlement during first three months:** During the first three months of employment, an employee may be granted up to three days' sick leave unsupported by medical certificates. Additional leave may be granted provided that a satisfactory medical certificate supports each absence.
- (v) **Entitlements in advance:** Where employees have exhausted sick leave entitlements but the next year's entitlement is almost due, supervisors may use their discretion in approving paid sick leave in advance of the entitlement falling due, provided the absence(s) is supported by appropriate medical certificates.
- (vi) **Notification and Reasons for sick leave:** If unable to attend work through illness, an employee will advise the supervisor (or another appropriate person) at least within 24 hours of normal commencement of duty, and preferably prior to the beginning of the rostered shift, stating the incapacity and the likely duration of the absence. On return to work a formal application for sick leave will be submitted to the supervisor. The application will normally indicate the nature of the illness but, in the interests of confidentiality, this is not a requirement. However, where the employee wishes the nature of illness to be confidential, the Association may require that the Staffing Co-ordinator is informed of the nature of the illness.
- (vii) **Medical certificates:** Each sick leave absence in excess of three continuous 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 which covers only part of the absence, sick leave will be granted for the entire period provided the Association is satisfied that the case is genuine.
- (viii) **Employees required to provide medical certificates more frequently:** If an employee develops a history of unexplained illness of short duration, the Association may require that a medical certificate be submitted for each such occasion. If there is some doubt whether an employee is using sick leave for its proper purpose, the employee may be directed to provide a medical certificate for each absence attributed to sick leave.

- (i) **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:
- (a) the first three days of the absence will be debited to available sick leave; and
  - (b) the subsequent days will be debited to available paid or unpaid leave.
- (x) **Rate of pay for sick leave:** Sick leave is normally paid at the employee's ordinary rate. Where employees are acting in a higher position, and paid a higher rate of pay, sick leave shall be paid at that higher rate. A shift allowance is not payable for any absence on sick leave.
- (xi) **Use of other forms of leave:** If an employee's sick leave entitlement has been exhausted, approved absence due to illness may be debited as "leave without pay". If the absence is supported by an appropriate medical certificate, the absence may be debited as "sick leave without pay". Should the employee and supervisor agree, the absence may be covered by available annual leave credits or long service leave. (The normal provision about long service leave being taken in weekly blocks does not apply in this case.) If an application for sick leave is refused, the absence may only be debited as leave without pay or the employee may be required to take any available paid leave to credit.
- (xii) **Sick leave without pay:** Where an employee whose sick leave entitlement has been exhausted and whose absence is covered by an appropriate medical certificate is granted sick leave without pay such leave counts as service for the following purposes:
- (a) annual leave accrual
  - (b) long service leave accrual. (However not all sick leave without pay will count for long service leave accrual. Sick leave without pay may not count as more than 6 months of the first ten years completed service. Aggregated sick leave without pay of over 6 months does not count as service. 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.)

- (c) the accrual of further sick leave
  - (d) special leave entitlements
  - (e) incremental progression
- (xiii) **Public holidays:** Sick leave is not debited for public holidays.
- (xiv) **Sickness during annual leave:** An employee who becomes ill while on annual or long service leave who has sick leave available may be recredited with such leave provided:
- (a) evidence of the illness is supported by a medical certificate
  - (b) the employee notifies the supervisor of the illness at the earliest opportunity
  - (c) in the case of long service leave, the period is a minimum of one week.
- (xv) **Special sick leave:** Up to 20 days' special sick leave may be granted 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 at half pay.
- (xvi) **Fitness to continue duty:** If an employee is suffering an illness which is likely to be long term, arrangements may be made for the employee to be medically examined to determine fitness to continue in employment. Where Medical Retirement is regarded as necessary, the Association shall follow the policy of the University of Technology, Sydney in this regard.

### 13 HOLIDAYS

- (i) **Days which 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.

- (ii) **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.
- (iii) **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.
- (iv) **Picnic Day:** Entitlements to a picnic day have been implemented in this agreement by the addition of one day to annual leave entitlements (see Clause 16).

#### 14. SATURDAY AND SUNDAY WORK

- (i) **Saturday:** 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 at such rate.
- (ii) **Sunday:** Work performed on Sundays shall be paid for at the rate of double time.

#### 15. PAYMENT OF WAGES

- (i) **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.
- (ii) **Casual wages:** Wages for casual employees shall be paid by cheque on the first fortnightly pay-day following the date casual employment commenced and every fortnight thereafter.
- (iii) **Other benefits:** Notwithstanding sub-clauses 15(i) &(ii), by mutual agreement with the Association, an employee may elect to receive:
  - (a) the benefit of the services of the Association's childcare centres:
  - (b) the benefit of the Association's payments into a superannuation scheme nominated by the employee.

- (iv) **Salary while receiving other benefits:** Notwithstanding sub-clauses 15(i) &(ii), by mutual agreement with the Association, an employee may elect to receive:
- (a) an amount of salary equal to the difference between salary calculated in accordance with the rates of pay prescribed by this agreement, and the amount specified by the Association from time to time for the benefit received by the employee from the Association as outlined in (b) and/or (c) below; and
  - (b) the benefit of child care services of the Association's child care centres; and/or
  - (c) increased superannuation benefits to be paid into a superannuation scheme nominated by the employee.
- (v) **Superannuation benefits:** Any superannuation benefits referred to in sub-clause 15 (iv)(c) will be in addition to amounts payable under Federal Government legislation.
- (vi) **Paid leave while receiving benefits:** Any employee who takes paid leave shall receive the benefits and salary in accordance with sub-clause 15 (iv)
- (vii) **Other payments while receiving benefits:** Any other payment under this agreement, calculated by reference to the employee's salary, and payable:
- (a) during employment; or
  - (b) on termination of employment in respect of untaken paid leave; or
  - (c) on death
- shall be at the rate of pay which would have applied to the employee under this agreement.
- (viii) **Overpayments:** Where excess payments are made in circumstances which were not apparent or could not reasonably have been expected to be detected by the employee, the monies shall be repaid by mutual agreement.

## 16. ANNUAL LEAVE

- (i) **Leave entitlement:** All employees, other than casuals, are entitled to receive at least 2.75 days annual leave for each 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.
- (ii) **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.
- (iii) **Extra annual leave instead of time in lieu:** Employees may be entitled to further annual leave, in addition to that provided under clause (i), where there is an entitlement to time in lieu as per Clauses 22 (iii) and 11 (vi).
- (iv) **Leave during University semester:** Except with the mutual agreement of the Association and employee, employees may take a maximum of 20 days annual leave each calendar year during the normal semester teaching weeks of UTS.
- (v) **Maximum leave accrual:** Notwithstanding sub-clause 16(iv), 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 onto annual leave until the entitlement to annual leave is no longer in excess of 35 days.
- (vi) **Extended leave accrual:** Notwithstanding sub-clause 16(v) employees may request approval to accrue annual leave credits in excess of 35 days.
- (vii) **Christmas closure:** Where a centre is closed between Christmas and New Year and no work is available, an employee may be required to take annual leave during that period. 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.

*hwp*      *J.P.*

(viii) **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:

- (a) take annual leave during the said period; or
- (b) take leave without pay during the said period; or
- (c) request work be provided at another child care centre or service operated by UTSCC,

providing that if an employee chooses (c), the Association shall attempt to provide the work requested, but if suitable work is not available, the employee must then decide between (a) or (b).

(ix) **Annual Leave Act** The provisions of Sub-clauses (iv)-(viii) 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.

## 17. END OF YEAR BONUS

- (i) **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.
- (ii) **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 that employee at that time.
- (iii) **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 pay-day before Christmas, the employee shall receive an extra termination payment in lieu of the bonus calculated in the same way as the bonus.

hlp J.A.



## 18. LONG SERVICE LEAVE

Long service leave entitlement will be provided as per relevant Legislation.

## 19. SUPERANNUATION

Superannuation benefits shall be provided by the Association for all employees in accordance with Federal Government Superannuation Guarantee Legislation.

## 20. 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.

## 21. MISCELLANEOUS CONDITIONS

- (i) **Accommodation for meals:** The Association shall provide access to hot water and a suitable place for meals and breaks.
- (ii) **Rubber 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 rubber gloves.
- (iii) **Dressing accommodation:** Privacy for dressing rooms and individual lockable lockers shall be provided for employees.
- (iv) **First aid kit:** A first aid kit shall be supplied and be readily available to all employees.
- (v) **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.

- (vi) **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.
- (vii) **Safety following evening shift:** In order to ensure the safety of employees following evening shift, employees finishing work after 9 pm 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.

## 22. MEETINGS, SEMINARS AND IN-SERVICE TRAINING

- (i) **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.
- (ii) **Attendance outside ordinary hours of work:** Attendance at such staff meetings, seminars and in-service courses may be outside normal working hours.
- (iii) **Time in lieu for attendance:** An employee attending such staff meetings, seminars and in-service courses outside his or her 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 (see Clause 16 (iii)).

## 23. SPECIAL LEAVE WITH PAY

- (i) **Entitlement to leave:** Special leave with pay may be granted for up to 5 days per year for personal or emergency purposes. Employees may be required to provide documentary evidence to substantiate the period of leave.
- (ii) **Reasons for leave:** Employees may make application for special leave with pay for any purpose, however reasons for which special leave with pay may be considered appropriate include:

- (a) The death of the wife, husband, de-facto, partner, parent, parent in-law, brother, sister, grandparent, grandchild, child or step-child of the employee.
- (b) Sickness of a dependent child or aged parent.
- (c) Military Leave.
- (d) Participation as a national or state representative in a sporting, cultural or community activity.
- (e) Parental leave for the birth of a child.
- (f) Adoptive leave.

**24. SPECIAL LEAVE WITHOUT PAY**

- (i) **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.
- (ii) **All employees:** Special leave without pay for up to 5 days may be approved by the Association at its discretion for any employee.
- (iii) **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.
- (iv) **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.
- (v) **Appeal of refusal of leave:** An employee may appeal any decision not to approve an application for special leave without pay.
- (vii) **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.

25. JURY SERVICE

- (i) **Leave entitlement:** An employee shall be allowed leave of absence during any period when required to attend for jury service.
- (ii) **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.
- (iii) **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.

26. PARENTAL LEAVE

- (i) **Employee maternity leave entitlement:** An employee, other than a casual or temporary employee, who becomes pregnant shall, upon production to the Association of a certificate from a medical practitioner stating the presumed date of her confinement, be entitled to unpaid maternity leave provided that she has had not less than 12 months' continuous service with the Association immediately preceding the date upon which she proceeds upon such leave.
- (ii) **Period of leave:** The period of maternity leave shall be for an unbroken period of from 6 to 52 weeks and shall include a period of 6 weeks' compulsory leave to be taken immediately following confinement.
- (iii) **Notice:**
  - (a) An employee shall, not less than 10 weeks prior to the presumed date of confinement, give notice in writing to the Association stating the presumed date of confinement.
  - (b) An employee shall give not less than 4 weeks' notice in writing to the Association of the date upon which she proposes to commence maternity leave, stating the period of leave to be taken.

- (c) An employee shall not be in breach of this subclause as a consequence of failure to give the stipulated period of notice in accordance with paragraph (b) of this subclause, if such failure is occasioned by the confinement occurring earlier than the presumed date.
- (iv) **Medical risks from the pregnancy:** 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 her present work, the employee shall, if the Association deems it practicable, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of maternity leave.
- (v) **Variation of Period of Maternity Leave:**
  - (a) Provided the addition does not extend the maternity leave beyond 52 weeks, the period may be lengthened by the employee giving not less than 28 days' notice in writing stating the period by which the leave is to be lengthened.
  - (b) The period of leave may, with the consent of the Association, be shortened by the employee giving not less than 28 days' written notice stating the period by which the leave is to be shortened.
- (vi) **Cancellation of Maternity Leave:**
  - (a) Maternity leave, applied for but not commenced, shall be cancelled when the pregnancy of an employee terminates other than by the birth of a living child.
  - (b) Where the pregnancy of an employee then on maternity leave terminates other than by the birth of a living child, the employee may resume employment at a time nominated by the Association which shall not exceed four weeks from the date of notice in writing by the employee to the Association that she desires to resume work.
- (vii) **Sick Leave in conjunction with maternity leave:** Where the pregnancy of an employee terminates other than by the birth of a living child, then she shall be entitled to such period of sick leave as a medical practitioner certifies as necessary before her return to

work, provided that the aggregate of paid sick leave, unpaid sick leave and maternity leave shall not exceed 52 weeks.

- (viii) **Other leave in conjunction with maternity leave:** An employee may, in lieu of or in conjunction with maternity leave, take any annual leave or long service leave or any part thereof to which she is then entitled. Paid sick leave or other paid authorised absences (excluding annual leave or long service leave) shall not be available to an employee during her absence on maternity leave.
- (ix) **Effect of maternity leave on employment:** For the purposes of this agreement the service of an employee with an Association means the period during which the employee has served the Association under an unbroken contract of employment; provided that absence on maternity leave shall be deemed not to 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.
- (x) **Termination of employment during maternity leave:**
  - (a) An employee on maternity leave may terminate her employment at any time during the period of leave by notice given in accordance with subclause (i), of clause 4, Contract of Employment, of this agreement.
  - (b) An Association shall not terminate the employment of an employee on the ground of her pregnancy or of her absence on maternity leave but otherwise the rights of an Association in relation to termination of employment are not hereby affected.
- (xi) **Return to work after maternity leave:** An employee shall confirm her intention of returning to her employment by notice in writing to the Association given not less than 4 weeks prior to the expiration of her period of maternity leave. She shall be entitled to the position which she held immediately before proceeding on maternity leave or, in the case of an employee who was transferred to a safe job pursuant to subclause (v), of this clause, to the position which she held immediately before such transfer. Where such position no longer exists but there are other positions available for which the employee is qualified and the duties of which she is capable of performing, she shall be entitled to a position as nearly comparable in status and salary or wage to that of her former position.

- (xii) **Replacement employees:** Before an Association engages a temporary employee specifically to replace an employee proceeding on maternity 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.
- (xiii) **Adoptive and paternity leave:** Adoptive and paternity leave will be provided in accordance with relevant Legislation.

## 27 GRIEVANCE PROCEDURE

- (i) **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.
- (ii) **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 a employee to approach or be accompanied by an industrial advocate or any other advisor at any time and at any step.
- (a) **First step:** Any grievance or dispute which arises shall, where applicable, be settled by negotiation and consultation on the job between the employee and the centre director.
- (b) **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 the centre's staffing sub-committee.
- (c) **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 centre's management committee.
- (d) **Fourth step:** If no agreement is reached, the employee or employees may appeal to the Association's nominated industrial representative.

- (e) **Outside appeal:** Should the matter still not be resolved it may be referred by the parties to the Industrial Commission of New South Wales for settlement.
- (iii) **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 subclause.

## 28 STUDY LEAVE

- (i) **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.
- (ii) **Notification of intention to study:** An employee should notify their centre director in advance of their 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 the centre's management committee regarding the relevance of the course and the need for payment of course fees, release from normal duties, time in lieu or study leave.
- (iii) **Agreement to support employees undertaking courses:** Where the management committee 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.
- (iii) **Support for employees undertaking courses:** Where the management committee has resolved to support the employee's enrolment in the course :
  - (a) 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 management committee. Such time-in-lieu shall be added to annual leave.



- (b) Study leave may be authorised at the rate of one hours paid leave for each two hours of course lecture, seminar or tutorial attendance. 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 ordinary hours for study leave is to be given to enable alternate staffing arrangements to be effected.

## 29 TERMINATION

- (i) **Notice to be given for full time and part time employees:** Except during the probationary period and for a temporary employee at the end of a specified contract, the employment of an employee may be terminated by two week's 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 an Association to dismiss any employee without notice for misconduct and in such cases wages shall be paid up to the time of dismissal only.
- (ii) **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.
- (iii) **Temporary employees:** The employment of a temporary employee shall cease on the date specified in the notice, unless the employment has been terminated previously by two weeks' notice by either party.
- (viii) **Statement of service:** The Association shall give an employee a signed statement of service upon termination. Such statement shall certify the period of commencing and ceasing employment and the class of work upon which the employee was employed.
- (ix) **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.
- (x) **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.

### Signed for and on behalf of UTS Child Care Inc.

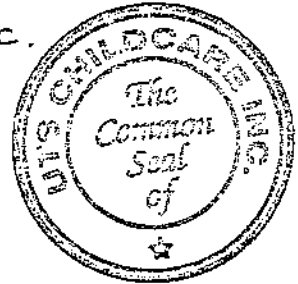
Signature [Handwritten Signature] ..... Common Seal of Association

Printed Name LYN SHOEMARK .....

Position CHAIR BOARD OF UTS CHLD CARE INC. .....

Witness [Handwritten Signature] .....

Date 20th Aug, 1993 .....



Signature [Handwritten Signature] .....

Printed Name SUE SINCE ..... Position BOARD MEMBER OF .....

UTS CHILD CARE INC.

Witness [Handwritten Signature] ..... Date 20th August 1993 .....

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### Signed for and on behalf of Works Committee

Signature [Handwritten Signature] ..... Printed Name LEO PRENDERGAST .....

Witness [Handwritten Signature] ..... Date 20/8/93 .....

Signature [Handwritten Signature] ..... Printed Name LEE-Ann DELLABARCA .....

Witness [Handwritten Signature] ..... Date 20/8/93 .....

Signature [Handwritten Signature] ..... Printed Name NATHALIE DUPAVILLON .....

Witness [Handwritten Signature] ..... Date 23/8/93 .....