

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA07/22

TITLE: Community Child Care Co-operative Ltd (NSW) Enterprise Agreement 2007

I.R.C. NO: IRC7/1315

DATE APPROVED/COMMENCEMENT: 20 September 2007 / 1 July 2007

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**NEW AGREEMENT OR
VARIATION:** New.

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DATE TERMINATED:

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COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees except the managers and the CEO employed by the Community Child Care Co-operative Ltd (NSW), Building 21, 142 Addison Road, Marrickville NSW 2204, who fall within the coverage of the Social and Community Services Employees (State) Award.

PARTIES: Community Child Care Co-Operative Ltd (NSW) -&- Rose Amazan, Mary-Elizabeth Andrews, Lisa Bryant, Margaret Anne Butler, Rebecca Marie Clifford, Ann Cochrane, Nickole Cocksedge, Marie Francis Deverill, Maria Teresa Fazio, Kellie Rebecca Grose, Julie Frances Ham, Catherine Hamill, Brenda Haynes, Patricia Joan Hobson, Violet Nooroa Hosking, Kerrie Jensen, Eceline Vanua Nalagilagi, Helen Nolan, Indra Alagar Raja, Erin Lindsay Smith, Amanda Josie Sullivan, Dianne Swan, Marilyn Anne Thorpe, Debbie Unwin, Faye Marie Vyoral, Elizabeth Patricia

Community Child Care Co-operative Ltd (NSW) Enterprise Agreement 2007

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Context of Agreement

Community Child Care Co-operative Ltd (CCCC) is a not-for-profit organisation established in 1978 to promote, support and advocate for quality children's services, meeting the needs of children, their families and the community.

We aim to assist in the process of building and maintaining a strong children's services sector in NSW by providing resources, support and skill development opportunities for children's services providers.

Our role is also to positively influence government policies, practices and programs that impact on the provision of community owned and managed children's services. and to build a secure organisation which operates in an efficient, co-operative and effective manner.

The Spirit of the Agreement

CCCC is a service organisation. Our clients and the quality of service that we provide are of the utmost importance to ensure CCCC provides collaborative leadership in the creation of a child-focused community. CCCC is committed to valuing and enhancing the skills and work performance of its dedicated workforce by rewarding good staff performance and providing opportunities for career development wherever possible.

This Agreement was developed through a consultative process involving all staff and management.

Operation of the Agreement

1. Title of Agreement

This agreement will be known as Community Child Care Co-operative Ltd (NSW) Enterprise Agreement 2007.

2. Parties to the Agreement

The following are parties to this Agreement:

Community Child Care Co-operative Ltd (NSW)

Employees of Community Child Care Co-operative Ltd (NSW)

3. Term of Agreement

This Agreement will apply on and from 1 July 2007 and will operate for a period of three years.

Nothing in this Agreement will be deemed or is intended to reduce the terms and conditions of employment, or accrued entitlements or any relevant award to which any employees may have been entitled prior to the making of this Agreement.

Prior to the expiry of this Agreement, negotiations will have been completed for a replacement Agreement.

Engagement of Employees

4. Terms of Engagement

The employee will be an employee of CCCC and as such will be responsible to the Chief Executive Officer or through any person appointed by the Chief Executive Officer.

5. Contract of Employment

- 5.1 All employees other than casual employees shall be subject to a probationary period determined by the employer of no more than three months duration.
- 5.2 On engagement the employee will receive a written statement specifying:
- (a) The position's classification and their contracted pay rate;
 - (b) Whether the employment basis is full-time, part-time, casual or fixed contract;
 - (c) The period of engagement for casual or fixed term contract employees;
 - (d) The position description;
 - (e) A copy of this agreement; and
 - (f) A copy of the Social and Community Services Employees (State) Award.

6. Employment Status

6.1 Full-time Employee

A full-time employee is a person engaged on a full-time basis and is not specifically engaged on a part-time, fixed-term or casual basis. A full-time employee is entitled to all the terms and conditions provided in this agreement.

6.2 Permanent Part-Time Employees

A part-time employee is a person who works a specified number of regular days and hours being less than those worked by a full-time employee per fortnight. Unless otherwise stated a part-time employee is entitled to the provisions of this Agreement on a proportional basis based on hours worked.

6.3 Fixed-Term Employees

- (a) A fixed contract employee is a person engaged for a specific period of time, or to perform a specified task or set of tasks. Unless otherwise stated a fixed-time employee is entitled to the provisions of this Agreement on a proportional basis based on hours worked.
- (b) A fixed-term employee may transfer unused entitlements to a new contract if the employee has been employed continuously for more than six months including long service and redundancy entitlements.

6.4 Casual Employee

- (a) A casual employee is a person engaged and paid as such.
- (b) A casual employee's minimum pay is the hourly rate set out in the Social and Community Services Employees (State) Award prescribed for the classification of the position, plus an additional loading of 15% inclusive of all leave entitlements, in accordance with the provisions of the *Annual Holidays Act 1944*.
- (c) Pursuant to the Annual Holidays Act 1944, casual employees are entitled to payment in lieu of annual leave at the end of each engagement in addition to entitlements under this clause, i.e. an amount equal to one-twelfth (8.33%) of the employee's ordinary pay for such period of engagement.
- (d) A casual employee is not entitled to the benefit of any leave provisions in this Agreement including public holidays and payment of leave loading.
- (e) A casual employee is paid a minimum of three hours at the appropriate rate for each engagement.
- (f) A casual is not entitled to any paid leave entitlements nor redundancy provisions.

6.5 Traineeships

CCCC will observe the terms of the National Training wage award 2000 as amended for trainee appointments. Trainees are Business Administration trainees and will complete the appropriate Certificate III course as part of their training requirements. The appointment for trainees will be either a 12 month full-time contract position or a 24 month part-time contract position.

Classifications, Salary and Superannuation

7. Classifications

All employees covered by this Agreement will be classified within position classification levels as set out in the appropriate award.

8. Rates of Pay

8.1 Remuneration will be determined by individual contracts and the minimum pay scales will be in accordance with the appropriate award as follows:

- (a) For all trainees the minimum pay scales will be as per the National Training Wage Award 2000.
- (b) All other employees (not being trainees) will be graded using the indicative competencies of the Social and Community Services Employees (State) Award.

8.2 Existing employees apart from trainees and managers will receive a minimum of:

- (a) 3.5% pay increase under this Agreement on the first full pay period on or after 1 July 2007.
- (b) 3.5% on the first full pay period on or after 1 July 2008.
- (c) 3.5% on the first full pay period on or after 1 July 2009.

8.3 Any wage award increases granted during the life of this Agreement shall be absorbed within increases under this agreement

9. Payment of Salary

9.1 All salaries are paid fortnightly by electronic funds transfer to a nominated bank, credit union or building society account.

9.2 CCCC will take all reasonable steps to ensure salaries are paid into the employee's account on a weekday, being not more than five days following the end of the fortnightly pay period. All pay variations will be paid in arrears. Casual employees will be paid in arrears.

9.3 On termination, any outstanding salary payments will be paid within five working days after the return of all CCCC property held by the employee.

9.4 Each employee will receive a pay slip which will be set out in accordance with the Industrial Relations (General) Regulation 1996.

10. Travelling Arrangements and Allowances

10.1 Employees shall be reimbursed for any approved expenses incurred whilst travelling on company business. In all possible instances where a credit card is an acceptable means of payment, an employee is required to use the corporate credit card for all such expense payments. Use of an employee's private vehicle shall be with prior approval of the employee's manager.

10.2 The motor vehicle allowance schedule is:

From 1 July 2007	\$0.55 per km
From 1 July 2008	\$0.57 per km
From 1 July 2009	\$0.59 per km

11. Superannuation

CCCC will contribute and otherwise act in accordance with the requirements of the Superannuation Guarantee (Administration) Act 1992 and other relevant legislation affecting superannuation entitlements.

Hours of Work

12. Span of Hours

- 12.1 The span of hours will be between **7.00am and 10.00pm**, seven days of the week.
- 12.2 The span of hours is the maximum range of hours however it is assumed that an employee works a normal **7.6 hour day** within this span of hours (unless otherwise stated in a letter of appointment), with flexible starting and finishing times to allow for travel time and to meet the training commitments of Community Child Care.
- 12.3 Unless otherwise stated in a letter of appointment, employees will be required to work 38 hours per week.
- 12.4 Generally, a full-time employee will be required to work Monday to Friday inclusive. Where it is necessary to work outside these hours to undertake training or support, or for any other reason, discussion will take place with the employee's manager to meet the particular circumstances.

13. Rostered Hours

There will be occasions when staff will be required to undertake duties that fall 'outside' of the normal office hours of 9:00am to 5.00pm. On these occasions, discussions will take place with the employee and their manager to develop a schedule that falls within the 'span of hours' and reflects the needs of Community Child Care and the employee.

The office will be open from 9:00am to 5.00pm, Monday to Friday inclusive. The flexitime hours worked by employees must be negotiated with their manager to ensure sufficient employees are in the office during the hours the office is open to answer phones and enquiries.

14. Core Hours

Unless rostered otherwise, employees will be required to be in attendance at the office between the hours of **10.00am and 4.00pm**.

15. Flexible Daily Working Hours

- 15.1 Additional hours can be accrued in 15-minute intervals to a maximum of 10 hours per pay period (fortnight). The maximum of 10 hours is calculated after time is 'banked' for the end of year closure period.
- 15.2 The accrued time must be taken within four weeks of the end of the two-week accrual period unless otherwise approved by the employee's manager.
- 15.3 The purpose of flexible daily working hours is to allow employees the option of choosing daily starting or finishing times to suit their personal needs and life-styles, providing that they are in attendance during the 'core hours' of operation.
- 15.4 Employees who utilise the flexible daily working hours option are responsible for coordinating their functions with other employees in their particular work environment to ensure that there is always a person available in their section during office hours. The arrangements that are proposed shall be agreed with the employee's manager.

16. Meal Break

A minimum of 30 minutes must be taken as a meal break after five hours of work. If employees are required to work beyond 7.00pm they will be entitled to a 30-minute paid tea break.

Where employees are involved in a 'full day' training program, they will be entitled to a 'paid' lunch break in recognition of the fact that generally, the meal break is used to 'network', answer questions from the trainees and/or prepare for the next session.

17. Accrued Time

17.1 On the basis of a 35-hour week for employees on contracts prior to April 2001 and a 38-hour week for all employees who commenced after April 2001, which can be worked Monday to Sunday inclusive, with a span of hours from 7.00am to 10.00pm, the following provisions will apply:

Monday to Friday inclusive:

All hours worked beyond 10.00pm of an evening and before 7:00 in the morning will accrue at the rate of Time + $\frac{1}{2}$.

Saturday:

If employees are required to work on a Saturday (midnight Friday until midnight Saturday), then all of those hours worked on a Saturday will accrue at the rate of Time + $\frac{1}{2}$.

Sunday:

If employees are required to work on a Sunday (midnight Saturday until midnight Sunday), then all of those hours worked on a Sunday will accrue at the rate of Double Time.

Public holidays:

If employees are required to work on a public holiday (midnight until midnight), then those hours worked will accrue at the rate of Double Time.

17.2 All accrued time will be taken as time in lieu, not paid overtime, unless approved of by the employee's manager.

17.3 Other than in exceptional circumstances, the employee's manager shall approve all proposals for overtime, prior to undertaking the overtime.

17.4 Where exceptional circumstances occur that might require the working of overtime, the employee who is affected must endeavour to seek approval in the first instance. If approval cannot be obtained, then at the first opportunity after the working of the overtime, the appropriate documentation must be supplied to the employee's manager for approval.

17.5 The working of Overtime by any employee shall not be recognised unless approval has been granted.

17.6 For the purposes of this agreement overtime means any time worked beyond the span of hours.

17.7 Where employees are required to travel to another location on behalf of CCCC that travel should, where at all possible, occur within the rostered hours for that day. If travel occurs outside of those hours, the time that is normally spent by the employee travelling to and/or from their normal place of work will not be counted as additional hours.

17.8 All hours that are accrued as time in lieu shall, where at all possible, be taken within four weeks of the end of the accrual period or banked for the Christmas and New Year period, unless the manager grants approval in writing.

18. Break between 'shifts'

Where an employee has been required to work beyond the 'span of hours' on the previous day, there will be a break of ten hours before they are required to undertake any further duties.

Leave

19 Annual Leave

- 19.1 All full-time and part-time employees are eligible for paid annual leave.
- 19.2 Full-time or part-time employees are entitled to four weeks annual leave. Part-time employees receive annual leave on a pro-rata basis for days worked during the 12 months.
- 19.3 If a public holiday falls during annual leave, it is not counted as annual leave.
- 19.4 If an employee becomes ill while on annual leave, leave will be reinstated providing the employee has sufficient sick leave remaining to cover the days sick and provides a medical certificate.
- 19.5 Annual leave shall be taken at a time agreed by the employee and manager. In respect of the annual leave, all provisions of the *Annual Holidays Act 1944* should be adhered to.
- 19.6 Normally, leave cannot be accumulated beyond six months accrual. Where an employee wishes to accrue annual leave exceeding this (e.g. to take an extended holiday), prior written approval from their manager is required.
- 19.7 If annual leave extends over a pay period, an employee may apply to their manager to be paid in advance. Where an employee is on leave for less than 10 days, they will not be paid in advance.
- 19.8 When an employee leaves Community Child Care, all their leave annual and banked time entitlements are paid out.

20 Annual Leave Loading

- 20.1 An annual leave loading of 17.5 per cent of 4 weeks pay is paid to employees in their last pay of the calendar year.
- 20.2 Where an employee has not accumulated 4 weeks leave at the time of the leave loading payment, the payment will be deemed to be in advance for the excess beyond the accumulated leave entitlement. Should the employee terminate employment with CCCC and still owe leave loading in advance, then the employee's termination payment should be reduced by the amount of the advance owing.
- 20.3 Where the employment of an employee is terminated for a cause other than misconduct and at the time of termination the employee has not been given and has not taken the whole of any annual leave to which they are entitled, they shall be paid a loading for the leave outstanding.

21 Personal Sick Leave

- 21.1 Full-time employees have an entitlement to 15 days sick leave per annum.
- 21.2 If the full period of sick leave is not taken in any year, such portion as is not taken shall be cumulative up to 50 days.
- 21.3 Part-time employees receive sick leave on a pro-rata basis.

- 21.4 Both full-time and part-time employees are able to use their sick leave entitlements for when they personally are sick, or for occasions where they have to care for persons covered by the provisions of carer's leave.
- 21.5 Community Child Care can only refuse to pay sick leave if an employee has run out of sick leave entitlement or the sick leave applied for is not legitimate.
- 21.6 Employees who have not yet passed the three-month probation period are not paid for sick leave taken. Once probation is over, the employee will be reimbursed for sick leave days taken. A medical certificate must be provided for all sick leave days taken while on probation.
- 21.7 Accumulated sick leave shall not be paid out on termination of employment.
- 21.8 A medical certificate is required when an employee:
- (a) takes more than two day sick leave at a time;
 - (b) advises that sick leave has formed part of normal annual leave;
 - (c) has a sick day immediately before or after a public holiday; or
 - (d) where an employee's sick leave record is such that CCCC can request one prior to the taking of further sick leave.
- 21.9 An employee must not return to work during the period set out in a medical certificate. If they wish to do so, they must first obtain an amended certificate.
- 21.10 An employee is entitled to be paid for public holidays that occur while on sick leave.
- 21.11 Sick leave does not cover absence due to worker's compensation injury or illness.

Informing Community Child Care Cooperative

- 21.12 When an employee is sick or needs to take carer's leave, they should, whenever possible, inform their manager by phone, within half an hour of their normal starting time.
- 21.13 All sick leave/carer's leave taken, whether paid or unpaid, must be notified by means of a leave form that is signed by their manager on the employee's return. Medical certificates where required, must be attached to the form.

22 Carer's Leave

- 22.1 Employees may have responsibilities in relation to members of their immediate family or household who need their care and support. They are entitled to utilise any, or all, of their personal sick leave for this purpose.
- 22.2 To be eligible for such leave, the employee must be responsible for the care of the person concerned.
- 22.3 The employee must, when required, establish that the person concerned is ill and that the illness requires care by another. A medical certificate or statutory declaration is acceptable for this purpose.
- 22.4 In normal circumstances, an employee must not take carer's leave when another person has taken leave to look after the sick person.

22.5 For the purposes of this policy, immediate family or household includes:

- (a) A spouse of the employee; or
- (b) A de facto spouse who, in relation to the person, is a person of the opposite sex to the employee who lives with the employee as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
- (c) A child or adult child (including an adopted child, a step child, a foster child or an ex-nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
- (d) A same sex partner who lives with the employee as the de facto partner of the employee on a bona fide basis; or
- (e) A relative of the employee who is a member of the same household where for the purposes of this paragraph:
 - i. 'relative' means a person related by blood, marriage or affinity;
 - ii. 'affinity' means a relationship that one spouse because of marriage has to blood relatives of the other; and
 - iii. 'household' means a family group living in the same domestic dwelling.

23 Long Service Leave

23.1 Long service leave is granted in accordance with the relevant State legislation (*Long Service Leave Act 1955*)

23.2 An employee is only entitled to take long service leave after the entitlement falls due.

23.3 Long service leave is to be taken as soon as practicable after it falls due. Deferral is possible if an employee's absence would greatly affect the running of Community Child Care or where the employee requires the leave for a special purpose and discusses the request with their manager.

23.4 The 'Custom and Practice' of CCCC has been to accept that pro-rata long service leave would be granted to any employee leaving the employment of CCCC after five years, regardless of the circumstances. This practice will continue.

23.5 Long service leave is paid at the salary rate applying when the employee takes the leave. Employees are not permitted to engage in any type of employment while they are on long service leave except with the written approval of the CEO.

23.6 Long service entitlement is 12 weeks leave at the completion of 10 years service. Another 6 weeks accrue for each additional five years of service.

23.7 An employee must give at least 12 weeks notice of their intention to take long service leave, to allow for alternative staffing arrangements to be made other than in exceptional circumstances, which should be discussed with the employee's manager.

23.8 A leave form must be completed and marked 'Long Service Leave'. This must be approved by the employee's manager and forwarded to the CEO for a final decision.

24 Parental Leave

Basis and periods allowed

24.1 Parental leave is granted in accordance with the relevant State legislation (*Industrial Relations Act 1996* (NSW)).

24.2 Any employee with at least 12 months continuous service can take parental leave. It is available for:

- (a) an employee who gives birth to and/or is the main care giver of a child;
- (b) an employee who is the main care giver of a child up to the child's first birthday;
- (c) adoption by an employee who is the main care giver (adoption leave ceases when the child reaches the age of five or at the end of 52 weeks, whichever comes first).

24.3 Employees are entitled to a period of six weeks paid parental leave.

24.4 A total of 52 weeks (including the six weeks paid leave) is the maximum parental leave that can be taken.

In the case of two main care providers wishing to share the parental leave, no more than a total of 52 weeks may be taken between the parties.

24.5 Parental leave counts towards continuity of service but does not count towards length of service. That is, the employee does not accrue the following:

- (a) sick leave,
- (b) annual leave
- (c) long service leave

24.6 Parental leave applies to all pregnancies and adoptions, regardless of the number.

24.7 When an employee gives birth, she must have a minimum of six weeks leave straight after the birth of the child.

24.8 Adoption leave is only available when an employee is adopting a child under the age of five years who has not previously lived with them continuously for six months. The child must not be a child or a stepchild of the employee.

24.9 Superannuation contributions cease while on parental leave.

Returning to work

24.10 At least four weeks before parental leave ends, the employee must give written notice of their intention to return to work.

24.11 On return to work, the employee is entitled to the position (or equivalent position) held immediately prior to the commencement of leave. If the position no longer exists, but other positions are available that the employee is qualified for and capable of performing, they shall be entitled to the position most comparable in status and salary to their former position.

Separation

- 24.12 An employee on parental leave may resign at any time by giving the normal period of notice.
- 27.13 Community Child Care may not dismiss an employee on the grounds of pregnancy or of absence on parental leave.

Notice by the employee who gives birth

- 24.14 Community Child Care must be notified of the intent to take parental leave 10 weeks before the birth of the child. Premature birth does not breach this requirement.
- 24.15 A leave form must be completed, attached with a certificate of confinement detailing expected date of birth.
- 24.17 The employee may extend parental leave once only while on leave. Employees must give four weeks notice in writing, stating that they wish to extend the leave. The total period of parental leave must not exceed 52 weeks.
- 24.18 With CCCC's consent, parental leave may be shortened. The employee must give four weeks notice in writing, stating that the leave is no longer required.

The employee as main care giver

- 24.19 A request for parental leave must be made in writing giving as much notice as possible.
- 24.20 A leave form must be completed and accompanied by a medical certificate advising of the expected birth.
- 24.21 Provided the employee's absence on parental leave does not exceed 52 weeks, the employee may include part or all of their accrued annual leave or long service leave in the leave period.
- 24.22 The employee may extend their parental leave once while on leave. They must provide four weeks notice in writing, stating how much additional leave is required. The total period of parental leave must not exceed 52 weeks.
- 24.23 If the employee intends to share parental leave between themselves and their partner, a statutory declaration must be provided, stating the parental leave is not being taken concurrently and that the employee will become the main care giver. The total combined period of parental leave must not exceed 52 weeks.

Main care giver for adopted child

- 24.24 Leave form must be completed and accompanied by a statement from the adoption agency.
- 24.25 When the employee receives notice of approval for adoption, they should notify CCCC that adoption leave is required.
- 24.26 Once the employee knows when the child will be placed, they must give notice to CCCC in writing. The notice should be at least four weeks, or as soon as notified, before placement. This advice is to be

accompanied by:

- (a) A statement from the adoption agency or other appropriate body giving the placement date for the child, or
- (b) A statement from the appropriate governing authority confirming that the employee is to have custody of the child while waiting for an adoption order.

If the adoption agency requests earlier placement of the child, this will be accommodated.

24.27 If applying to adopt a child, the employee must use annual leave *or accrued leave* to attend interviews or examinations that are part of the adoption procedure.

24.28 If the employee applies for adoption leave and the placement of the child does not go ahead, the leave is cancelled. If the employee has already started leave, they must write to Community Child Care to cancel it. Community Child Care will then work out the date of return. This date must be within four weeks of receiving notification.

25 Additional Parental Leave

If the employee wishes to extend their period of absence beyond the 52 weeks allowed for parental leave by utilising any accrued annual leave or long service leave, then application must be made to the CEO or the CEO's delegate for approval.

26 Bereavement Leave

26.1 Employees are entitled to up to three days bereavement leave. An employee may request that Bereavement Leave be taken in conjunction with other types of leave by application to their manager who may grant additional leave after giving consideration to the circumstances of the employee and the reasonable operational requirements of CCCC.

26.2 Leave under this section applies only when death occurs in the employee's immediate family – spouse, partner (including same sex), children, step-children, parents, parents-in-law, brother or sister, brother-in-law or sister-in-law, grandparents, uncles, aunts and cousins.

26.3 An employee shall not be entitled to Bereavement Leave under this clause during any period in respect of which the employee has been granted other leave.

27 Jury Service

27.1 The employee shall notify their manager as soon as possible of the date upon which they are required to attend for jury service.

27.2 An employee will receive normal pay for the period of the jury service during ordinary working hours.

27.3 Any payments other than expenses made to the employee for jury service must be given to CCCC.

27.4 Any leave to attend jury duty will be treated as continuous service.

27.5 The manager may apply to the courts, in writing, for a postponement of an employee's duty on the grounds that it would cause undue hardship.

27.6 The employee should give CCCC documentary proof of their attendance, duration of their attendance and the amount received in respect of such jury service.

28 Leave without Pay

28.1 In special circumstances, the CEO may approve leave without pay to full-time and part-time permanent employees.

28.2 During leave without pay, all leave ceases to accrue and salary and superannuation payments are deferred.

28.3 Continuity of service is not interrupted.

28.4 Leave without pay is given only if an employee has:

- (a) completed twelve months continuous service;
- (b) a good employment history; and
- (c) no pending annual or long service leave is available.

28.5 If an employee falls ill while on leave without pay, they will not be reimbursed.

28.6 Upon returning from leave without pay, CCCC cannot guarantee an employee's previous position or employment. However, CCCC will attempt to find a satisfactory placement.

28.7 If an employee fails to return from leave of absence at the agreed date, it will be treated as abandonment of the employee's position. CCCC will try to contact the employee but if there is no success, their employment will be terminated.

29 Study Leave

29.1 From time to time, employees will want to undertake a course of study that may require them to attend lectures and examinations during normal work hours.

29.2 Employees shall endeavour to arrange their timetable of attendance that allows them to attend lectures outside of normal working hours.

29.3 Where possible the provisions of time in lieu shall be utilised to allow the employee to attend lectures.

29.4 The employee can make an application for 'paid study leave' to their manager who will evaluate the situation and make a recommendation to the CEO for decision.

29.5 In order for approval to be given for the provision of paid study leave, the manager must be convinced that the course of study will not only benefit the employee in their work, but also be beneficial to CCCC.

29.6 Each case will be considered individually on its merits and with consideration to the funding available.

30 Christmas Close Down

It is the general practice of Community Child Care to close down operations during the period between Christmas and New Year. During this period, all employees will be entitled to one day of paid leave. All other time will be taken as annual leave, accrued leave (called 'banked' time), or leave without pay.

Grievance, Dispute Settling, and Termination

31 Grievance and Dispute Settling Procedure

Any dispute or grievance arising in the workplace other than a dispute or grievance arising directly from an employer's concern about an employee's work performance or conduct shall be dealt with in the following manner: -

- (a) In the first instance, the employee shall attempt to resolve the grievance with their immediate manager.
- (b) In the event of failure to resolve the grievance or where a direct discussion between the employee and their immediate supervisor would be inappropriate, the employee may notify an accredited representative of the Union or other representative of their choice who shall confer with the appropriate manager and/or CEO to organise a meeting.
- (c) Any such meeting will be held as soon as possible after notification by the employee or their representative of the grievance or dispute or within a time frame agreed between both parties.
- (d) While the above procedure is being followed work shall continue normally. No party shall be prejudiced as to the final settlement by the continuation of work.
- (e) In the event of failure to resolve the grievance or dispute amicably between the parties, either party may refer the matter to the NSW Industrial Relations Commission.

32 Termination of Employment

32.1 Nothing in this clause shall prevent the summary dismissal of an employee for misconduct.

32.2 For employees other than casual staff and trainees:

- (a) Except for misconduct justifying summary dismissal, the services of an employee shall be terminated by an employer only by notice as prescribed by the following:

Years of Continuous Service	Notice Required
Not more than 1 year	at least one week
More than 1 but not more than 3 years	at least two weeks
More than 3 but not more than 5 years	at least three weeks
More than 5 years	at least four weeks

- (b) Where an employee is over 45 years of age they shall receive in addition to the above table, one weeks extra notice provided the employee has had two years service.
- (c) An employee may terminate their service by giving the employer two weeks notice or by forfeiture of two weeks pay in lieu of notice.

32.3 For trainees the termination provisions of the National Training Wage Award 2000 will apply.

32.4 Nothing in this clause shall prevent the employer from giving payment in lieu of, and equal in value to, the period of notice defined in this section.

32.5 Final termination payment will be approved for payment after all CCCC property, including keys, have been returned to the employee's manager. The approved payment will be made within five working days after the date of termination.

33 Redundancy

Where an employee is to be terminated where their position is discontinued, subject to further order of the Industrial Relations Commission of New South Wales the employer shall pay the employee the following severance pay in respect of a continuous period of service:

- (a) If an employee is under 45 years of age, the employer shall pay in accordance with the following scale:

Years of Service	Under 45 Years of Age Entitlement
Less than 1 year	Nil
1 year and less than 2 years	4 weeks
2 years and less than 3 years	7 weeks
3 years and less than 4 years	10 weeks
4 years and less than 5 years	12 weeks
5 years and less than 6 years	14 weeks
6 years and over	16 weeks

- (b) Where an employee is 45 years or over, the entitlement shall be in accordance with the following scale:

Years of Service	45 Years of Age and over Entitlement
Less than 1 year	Nil
1 year and less than 2 years	5 weeks
2 years and less than 3 years	8.75 weeks
3 years and less than 4 years	12.5 weeks
4 years and less than 5 years	15 weeks
5 years and less than 6 years	17.5 weeks
6 years and over	20 weeks

- (c) "Weeks Pay" means the all-purpose rate of pay for the employee concerned at the date of termination, and shall include, in addition to the ordinary rate of pay, over-award payments, shift penalties and allowances, paid in accordance with the award.

34 Incapacity to Pay

34.1 Subject to an application by the employer and further order of the NSW Industrial Relations Commission, an employer may pay a lesser amount (or no amount) of severance pay than that contained in section 33.

34.2 The Commission shall have regard to such financial and other resources of the employer concerned as the Commission thinks relevant, and the probable effect paying the amount of severance pay in Section 33 will have on the employer.

35 Alternative Employment

Subject to an application by the employer and further order of the NSW Industrial Relations Commission, an employer may pay a lesser amount (or no amount) of severance pay than that contained in Section 33 if the employer obtains acceptable alternative employment for an employee.

Signed: Elected representative of employees

Signature _____ Date: _____

Name: _____

Signed: Representative of Community Child Care Co-operative (Employer)

Signature: _____ Date: _____

Name: _____