

REGISTER OF
ENTERPRISE AGREEMENTS



ENTERPRISE AGREEMENT NO: EA98/21

TITLE: University of Western Sydney Child Care Centre Inc Staff Enterprise Agreement

I.R.C. NO: 97/6718

DATE APPROVED/COMMENCEMENT: 17 December 1997

TERM: 24 months

NEW AGREEMENT OR
VARIATION: New

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 7

COVERAGE/DESCRIPTION OF

EMPLOYEES: Employees at UWS Hawkesbury Child Care Centre Inc centres at Richmond and /or Blacktown Campuses of the University of Western Sydney

PARTIES: UWS Hawkesbury Child Care Centre Inc. -&- Australian Liquor, Hospitality and Miscellaneous Workers Union, New South Wales Branch and the New South Wales Independent Education Union

**UNIVERSITY OF WESTERN SYDNEY CHILD CARE CENTRE INC
STAFF ENTERPRISE AGREEMENT**



1. Title

This Agreement is the University of Western Sydney Child Care Centre Inc (Staff) Enterprise Agreement 1996.

2. Arrangement

Clauses

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3. Definitions

In this Agreement

"Agreement" - means the University of Western Sydney Child Care Centre Inc (Staff) Agreement 1996.

"UWS Hawkesbury Child Care Centre Inc" - hereinafter referred to as "the Child Care Centre" or as "CCC" - means the incorporation established by the University of Western Sydney.

"Union" - means either the Australian Liquor Hospitality and Miscellaneous Workers Union, New South Wales Branch, or the New South Wales Independent Education Union in respect to members or eligible members of the appropriate union.

"Employees" - means employees of the employer employed by UWS Hawkesbury Child Care Centre Inc engaged at the University of Western Sydney Richmond and/or Blacktown campuses.

4. Application and Parties Bound

This Agreement shall apply to employees at UWS Hawkesbury Child Care Centre Inc's centres at the University of Western Sydney Richmond and/or Blacktown campuses.

This Agreement is binding upon and applies to UWS Hawkesbury Child Care Centre Inc and its employees.



5. Objectives

The parties are committed to the objectives of this Agreement which are to achieve ongoing improvements in productivity, efficiency, effectiveness, quality and flexibility so as to:

- a) introduce and consolidate improved conditions of employment for all employees
- b) strengthen UWS Hawkesbury Child Care Centre Inc's ability to attract and retain employees of the best quality through appropriate levels of remuneration, improved working conditions and expanded staff development opportunities
- c) support equal opportunity and employment of CCC employees
- d) ensure that CCC management and employees develop processes of consultation to enable the Centre to provide the highest quality of child care and service to its clients
- e) encourage all CCC employees to work together to ensure that UWS Hawkesbury Child Care Centre Inc can most effectively manage its own future and manage change in an environment where change is ongoing.

6. Operation of Agreement

This Agreement shall have a term of twenty four months from the date of registration.

7. Awards

Except as varied by this Agreement the conditions of employment shall be in accordance with the provisions of the Teachers (Non-Government Early Childhood Services Other than Pre-Schools) (State) Award or the Miscellaneous Workers (Kindergartens and Child Care Centres) (State) Award and any variations or replacements thereof of the abovementioned awards.

8. Wages

The parties note that the salaries paid to some employees are above the current award entitlements. The parties agree to the above award payments until such time as wages paid under the relevant award exceed that which the employees currently receive when employees shall receive the higher amount.

- A. A Second in Charge shall be appointed at the Richmond & Blacktown campuses and shall be paid an allowance of \$1488 per annum.



B. Higher Duties.

When an employee paid a higher duties allowance is absent for 5 or more days, another employee who performs those duties in the absence of that employee shall be paid the equivalent higher duties allowance.

9. Personal Leave

Paid personal leave is provided to employees to assist them when they are ill or to assist them with their responsibilities in relation to either members of their immediate family or members of their household. This Agreement seeks to allow the CCC management and its employees to manage personal leave in an equitable and compassionate way.

The term "*immediate family*" includes

- (a) a partner (including former partner, a de facto partner and a former de facto partner) of the employee. A de facto partner in relation to a person who lives with the first mentioned person on a bona fide basis although not legally married to that person; and
- (b) a child or an adult child (including an adopted child, a step child or an ex nuptial child), parent, grandparent, grandchild or sibling of the employee or partner of the employee.
- (c) others at the discretion of the manager of the Child Care Centre.

9.1 Entitlement

A full time employee will receive an entitlement of 15 days paid personal leave in their first year of service. An entitlement of 25 days will be made each year thereafter on the anniversary of their commencement as an employee of UWS Hawkesbury Child Care Centre Inc.

Untaken leave in the second year of service and thereafter will accumulate up to a maximum of 120 days. Such accumulated leave may only be taken as sick leave.

The personal leave of a part-time employee and temporary employee shall be in that proportion which the employee's number of working hours in the centre bears to the number of working hours which a full-time employee at the centre is normally required to work.

9.2 Personal leave may be taken as:

- a) up to one (1) day's leave on the date of the spouse's confinement or on the day on which she leaves hospital following a confinement; and/or
- b) one (1) day's leave on the day of an examination of a course run by a recognised institution undertaken by the staff member to further his or her early childhood teacher/worker training; and/or
- c) with the consent of the Child Care Centre manager, family leave relating to an illness or other emergency affecting a member of the employee's family or member of their household for whom he/she will be the primary carer during the leave, provided that the Child Care Centre manager will not unreasonably withhold such consent;

9.3 The taking of leave outlined in clause 9.2 is subject to the following conditions and limitations:

- a) An employee intending to take leave must notify the Child Care Centre manager at the earliest practicable opportunity and in any event prior to the commencement of the first activity for the day of
 - (i) their inability to attend work
 - (ii) the reason for their inability to attend work; and
 - (iii) the estimated duration of the absence.
- b) An employee who fails to comply with subclause (a) of this clause will not be entitled to paid leave unless they can satisfy the Child Care Centre manager that they took all reasonable steps to notify their absence or were unable to take such steps.
- c) The Child Care Centre manager may require an employee to provide evidence that they or a member of their family or their household were sick after any two consecutive days' absence.
- d) An employee is not entitled to sick leave for any period in respect of which he/she is entitled to Workers Compensation.

9.4 Transitional arrangements

An employee employed in accordance with the award covering child care centre workers prior to the making of this Agreement will retain all full sick leave accumulated in accordance with that Award.

10. Long Service Leave

- a) Except in so far as expressly varied by the provisions of this clause the provisions of the Long Service Leave Act 1955 shall apply to employees employed by UWS Hawkesbury Child Care Centre Inc.
- b) In the case of an employee who has completed at least five years service as at 1 July 1996 but less than ten years with the employer, the employee may be entitled to take a proportionate amount of their long service leave on the basis of 8.6 weeks for ten years service (such service to include service with the employer as an adult and otherwise than as an adult).
- c) An employee who has completed at least five years service as at 1 July 1996 and whose services with the employer are terminated or cease for any reason will be entitled for payment of their pro-rata long service leave entitlement provided that if their employment ceases with between five and ten years service, they will not be entitled for payment for that proportion of long service leave that they have taken under subclause 10 (b).





11. Maternity or Adoption Leave

- a) This clause shall apply to employees who commence maternity or adoption leave on or after December 15, 1997.
- b) An employee who applies for maternity or adoption leave under subdivision 2 of Division 3 of Part 2 of Chapter 2 of the Industrial Relations Act 1991 and is granted maternity or adoption leave by the employer in accordance with subclause (c) of this clause.
- c) The maternity allowance in subclause (b) shall be equivalent to
 - (i) after two years continuous service, two weeks salary and allowances
 - (ii) after three years continuous service, five weeks salary and allowances
 - (iii) after four years continuous service, six weeks salary and allowancesto be paid at the rate of salary and allowances the employee would have received on the day the employee commenced maternity or adoption leave if the employee had not received maternity or adoption leave. The maximum shall be six weeks salary and allowances.
- d) The employee may elect to receive the maternity allowance in subclause (c), either in accordance with the usual payment schedule or as a lump sum payment in advance.
- e) Where an employee applies for a lump sum payment in advance under subclause (d), the employee shall give the employer at least one month's notice of this intention.
- f) If an employee has received payment of the maternity allowance and subsequently the employee's pregnancy results in a miscarriage or a stillbirth, the employee shall be entitled to retain the payment of the maternity allowance paid in accordance with this subclause, so long as the employee remains on maternity leave for a period of their allowance or longer.
- g) The period of maternity or adoption leave will not be service for the purpose of any statutory entitlement or other entitlement under any award or agreement.
- h) An employee who receives a maternity allowance in accordance with this clause will not be employed as a casual employee by the employer for the period of the allowance.
- i) Except as varied by this clause the provisions of subdivision 2 of Division 3 of Part 2 of chapter 2 of the Industrial Relations Act 1991 shall continue to apply to both the employer and the employee who has received a maternity allowance in accordance with this subclause.

12. Staff Development

- (a) All staff are entitled to participate in an approved program of staff development each year up to a monetary value to be determined by the CCC Management Committee each year. While each member of staff may be entitled to an equal amount of the budget each year, reallocation of a staff member's budgetary amount can occur after discussion and with the staff member's consent.

- (b) Staff wishing to access the staff development fund should discuss with the Director the project or course they wish to participate in and the expected outcomes for the staff member. It should be directly related to the staff member's position at the Child Care Centre or interests, strengths or need identified through the annual appraisal process.
- (c) Evidence of attendance should be submitted to the Child Care Centre. Staff members are encouraged to share their new skills and knowledge with other staff members.
- (d) Staff who are required to attend practicum as part of further study in early childhood education will be granted paid leave to attend such practicum.



13. Staff Meetings

Full time staff will be required to attend up to 16 hours of staff meetings per year outside of normal hours of work. Staff will receive an additional two days leave to attend such meetings, provided they have attended 8 hours of staff meetings for each additional day. Such leave to be taken at a time convenient to the employee and centre Manager.

Where staff have not accrued sufficient time for each day of leave, the balance of time attended will be paid at the normal hourly rate, as per the relevant award.

Part time staff are required to attend a pro rata of 16 hours and are entitled to receive a pro rata of 2 days leave.

If the total time exceeds 16 hours in a year, staff shall be paid at the rate of one hour and a half for the first two hours and double time thereafter.

14. Negotiating a Subsequent Agreement

The parties will commence negotiations for a subsequent agreement no later than three (3) months prior to the expiry date of this Agreement.

15. Availability of Agreement

A copy of this Agreement must be kept in an easily accessible place in the Child Care Centres located on the Richmond and Blacktown campuses of the University of Western Sydney Hawkesbury and must be available for inspection by any CCC staff member.

16. Dispute Avoidance Procedure

In the event of any dispute arising between the employer and the employee(s), such a dispute shall be dealt with in the manner prescribed by this clause. Whilst the procedure set out hereunder is being followed, normal work shall continue except where the health and safety of employees is at risk.

- a) The matter in dispute shall in the first instance be raised by the employee(s) with the supervisor.
- b) If the matter is not resolved it shall then be dealt with by the union representative and the employer representative.

- c) If this matter cannot be resolved at this level it may be referred to the Industrial Relations Commission of New South Wales.
- d) Nothing contained in this procedure shall prevent the General Secretary of either union or his/her nominee or the employer or his/her nominee from entering into negotiations at any level either at the request of a member or on their own initiative in respect of matters in dispute should such action be considered conducive to achieving resolution of this dispute.

17. Duress

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



Signed for and on behalf of UWS Hawkesbury Child Care Centre Inc Management Committee

[Handwritten signature]

DEBORAH HATCHER (PRESIDENT UWS CHILD CARE COMMITTEE)

Signed for and on behalf of CCC staff members

Australian Liquor, Hospitality & Miscellaneous Workers Union

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Independent Education Union

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