UWS Early Learning LtD Enterprise Agreement 2012–15

Note: This agreement is to be read together with an undertaking given by the employer. The undertaking is taken to be a term of the agreement. A copy of it can be found at the end of this agreement.

Part A – Operation of Agreement

1. Title ................................................................. 2
2. Definitions ....................................................... 2
3. Application ...................................................... 3
4. Relationship with awards, other agreements and previous conditions ........................................... 3
5. Individual flexibility .......................................... 3
6. Length of the Agreement .................................. 3
7. Resolving Disputes .......................................... 3
8. Anti-discrimination and harassment .................... 4

Part B – Salaries and Related Matters

9. Rates of pay ................................................... 5
10. Superannuation .............................................. 5
11. Incremental progression ................................... 5
12. Position Classification ...................................... 5
13. Miscellaneous salary arrangements .................. 5
14. Acting director allowance ................................. 6
15. Travel allowance and reimbursement ............... 6
16. Meal allowance ............................................... 6

Part C – Leave Entitlements

17. Leave hours ................................................. 7
18. Application of leave provisions to part-time and casual employees ........................................... 7
19. Public holidays .............................................. 7
20. Annual leave ................................................ 7
21. Sick leave ..................................................... 8
22. Personal leave ............................................... 9
23. Long service leave ....................................... 9
24. Leave without pay ......................................... 10
25. Parental leave .............................................. 10
26. Jury leave ..................................................... 12
27. Study leave .................................................. 12
28. Other leave .................................................. 12

Part D – Change Management

29. Consultation regarding major workplace change................................................................. 13
30. Flexibility ..................................................... 13
31. Redundancy .................................................. 13

Part E – Hours of Work

32. Ordinary hours of duty .................................... 15
33. Meal breaks ................................................ 15
34. Overtime ...................................................... 15
35. Requests for flexible working arrangements for carer responsibilities ............................. 17
36. Flexible hours options .................................... 17
37. Absence from duty ........................................ 17

Part F – General Conditions

38. Categories of employment ............................... 18
39. Contract of employment .................................. 18
40. Probation ..................................................... 18
41. Work health and safety .................................... 19
42. Professional development .............................. 19
43. Outside work ............................................... 19
44. Programming time and director administration time ......................................................... 19
45. Right of access by unions ............................... 20
46. Display of agreement ...................................... 20

Part G – Performance and Discipline

47. Managing performance issues ........................ 21

Part H – Termination of Employment

48. Notice of termination of employment ............. 22

Part I – Miscellaneous conditions

49. Job sharing ................................................... 23

Schedule 1 – Classifications of Positions

1. General ......................................................... 24
2. Classification categories ................................... 24
3. Re-classification - three year trained teacher ....... 27

Schedule 2 – Wage Rates

Wage table ......................................................... 28

Schedule 3 – Casual Employee Conversion

5. Objective of this schedule ................................ 31
6. Casual conversion .......................................... 31

Schedule 4 – Allowances

Allowances table ................................................ 32

Schedule 5 – Above Agreement Protected Conditions

Conditions .......................................................... 33
Part A – Operation of Agreement

1. Title

This Agreement will be known as the UWS Early Learning Ltd Enterprise Agreement (2012-15).

2. Definitions

2.1 This clause contains definitions of relevant terms used within this Agreement.

‘Act’ means the Fair Work Act 2009 (as amended or replaced from time to time).

‘Casual Employee’ means an employee engaged by the hour and paid by the hour, in accordance with clause 38 (categories of employment).

‘Centre’ means the child care centre operated by UWSELL at which the employee is currently employed.

‘Consultation’ involves the timely provision of information about a matter requiring a decision, and opportunities for relevant parties to identify, seek clarification and respond to issues that are raised for the purposes of:

- achieving effective communication;
- allowing decision making by the UWSELL management to be informed by the views of the parties who will be affected by the decision, and
- minimising the risks of conflict and misunderstanding.

While it is accepted that consultation may not lead to agreement by all of the parties, consultation does mean that the views that are expressed by them shall be taken into account before final decisions are made.

‘Continuing employee’ means an employee, who may be employed either full-time or part-time, who is employed on an ongoing basis for an indefinite period of time.

‘Fixed Term Employee’ means an employee, who may be employed either full-time or part-time, whose contract of employment clearly specifies starting and finishing dates.

‘Full-time Employee’ means an employee engaged to work an average of 38 hours per week over a one, two or four week cycle.

‘FWA’ means Fair Work Australia or any relevant statutory tribunal established to replace the FWA and having comparable powers previously held by the FWA to settle disputes.

‘Job Share Employment’ means where two employees work a predetermined number of days each week to fill a full-time position, sharing all of the duties and responsibilities of the position in accordance with clause 50 (Job Sharing).

‘Operations Manager’ means the person appointed to be the Operations Manager of UWSELL or equivalent position, and includes anyone fulfilling that role on a temporary basis.

‘Ordinary rate of pay’ means salary an employee is entitled to for performing his or her ordinary hours of work, and does not include overtime, penalty rates, or other payments of a like nature. It does include the director and acting director’s allowance.

‘Medical certificate’ means a certificate issued by a person registered or licensed as a practising health practitioner and the certificate is issued in respect of the area of practice in which the practitioner is registered or licensed.

‘Ordinary hours’ means the hours worked by employees and in accordance with the roster and their contract of employment.

‘Part-time Employee’ means an employee engaged to work for less than 38 ordinary hours per week.

‘Partner’ includes spouse, de facto and same-sex partner.

‘Recognised Teacher Training Institution’ means an Australian College of Advanced Education, Australian Teachers College or Australian Institute of Education, or equivalent Institution, recognised by the Tertiary Education Commission (or any successor organisation).

‘Recognised University’ means an Australian University.

‘Relative’ means spouse, former spouse, a de facto spouse, or former de facto spouse (de facto spouse includes partners of the same sex) or child or adult child (including adopted child, step-child, ward or ex-nuptial child), parent (including step parent), grandparent, grandchild or sibling (including step or half-sibling) of the employee or employee’s spouse or de facto spouse.

‘Representative’ means a person who is chosen by the employee to assist or represent them, who may be a union member but who is not a barrister or solicitor in private practice.

‘Roster’ means the method of organising employees to attend the workplace as identified in clause 32 (The Roster) of this Agreement.

‘Supervisor’ means the person or position occupant identified as their supervisor in the employee’s position description, letter of offer, or as otherwise nominated by UWSELL. In matters involving a perceived or actual conflict of interest for the staff person’s nominated supervisor, or in other matters in relation to which UWSELL considers it appropriate, a reference to a supervisor means a supervisor’s supervisor. Centre Directors are generally deemed to be the supervisor of all staff employed at their centre. The Operations Manager is generally deemed to be the supervisor of Centre Directors and any position that
directly reports to the Operations Manager from time to time. The Chairperson of the Board is generally deemed to be the supervisor of the Operations Manager. Note, the term ‘Supervisor’ in this Agreement, does not necessarily mean the same person as the ‘nominated supervisor’ or ‘certified supervisor’ under applicable childcare legislation.

‘Trainee’ means an individual who is a signatory to a training agreement registered with the relevant NSW Training Authority and is involved in paid work and structured training, which may be on or off the job. A trainee can be full-time, part-time or school-based. Trainees are employed in accordance with the Children Services Award 2010 or successor award.

‘Union’ in this Agreement means the Independent Education Union or the United Voice (NSW Branch).

‘UWSELL’ means University of Western Sydney Early Learning Ltd.

‘Year of service’ means twelve months of continuous service, exclusive of periods of leave without pay, with UWSELL or with its predecessor entities:

a) Nirimba Community Children’s Centre Inc (INC9875505)

b) UWS Hawkesbury Childcare Centre Inc (Y1389702)

c) Unique Kids Early Childhood Centre Inc (Y1609327)

d) Djalaringi Childcare Centre Inc (Y2822520); and

e) subject to it agreeing to transfer its assets and liabilities to UWSELL, Milperra Community and Children’s Services Ltd (ABN 17 002 874 526)

2.2 ‘Use of singular and plural’ means unless the context otherwise requires, words in the singular include words in the plural and vice versa.

3. Application

3.1 Binding Agreement

This Agreement will be binding according to its terms upon:

a) UWS Early Learning Ltd;

b) Independent Education Union (NSW/ACT Branch);

c) United Voice, NSW Branch; and

d) Staff employed by UWS Early Learning Ltd.

3.2 Trainee Engagement

Trainees engaged by UWS Early Learning Ltd from time to time are expressly excluded from this Agreement and will have their terms and conditions of employment and rate of pay determined as set out for trainees in the Children Services Award 2010 or any successor award.

4. Relationship with awards, other agreements and previous conditions

4.1 This Agreement constitutes a closed agreement between the parties and comprehensively regulates the relationship between UWS Early Learning Ltd and its employees.

4.2 To remove any uncertainty, this Agreement wholly displaces and operates to the exclusion of all awards and other agreements that would otherwise apply to employees whose employment is regulated by the provisions of this Agreement.

4.3 This Agreement does not affect or impede the following:

a) Children Services Award 2010 or any successor award in so far as it applies to trainees;

b) use or application of any supported wage system for staff with disabilities established by the Federal Government.

4.4 The above-award conditions provided in Schedule 5 will apply to employees employed as at 1 December 2011 as provided in that Schedule. Those conditions will apply to the extent of any inconsistency with other provisions of this Agreement.

5. Individual flexibility

5.1 UWSELL and an employee covered by this Agreement may, upon request by an employee, agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:

a) the agreement deals with arrangements about when work is performed;

b) the arrangement meets the genuine needs of UWSELL and employee in relation to the matter mentioned in clause 5.1(a); and

c) the arrangement is genuinely agreed to by UWSELL and employee.

5.2 UWSELL must ensure that any individual flexibility arrangement entered into under this clause results in the employee being better off overall than the employee would have been if no individual flexibility arrangement was made.

5.3 UWSELL must ensure that the individual flexibility arrangement:

a) is in writing;

b) includes the name of UWSELL and employee;

c) is signed by UWSELL and the employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee;

d) includes details of:

i the terms of the Agreement that will be varied by the individual flexibility arrangement; and

ii how the individual flexibility arrangement will vary the effect of the terms; and

iii how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the individual flexibility arrangement; and

iv states the day on which the individual flexibility arrangement commences.

5.4 UWSELL must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

5.5 UWSELL or the employee may terminate the individual flexibility arrangement:

a) by giving no more than 28 days written notice to the other party to the arrangement; or

b) if UWSELL and employee agree in writing – at any time.

6. Length of the agreement

This Agreement will come into force 7 days after the date on which
the Agreement is approved by Fair Work Australia (as amended), and will be in force for three years or until terminated or replaced.

7. Resolving disputes

7.1 In the event of a dispute about a matter arising under this Agreement, the National Employment Standard under the Fair Work Act or successor, or any other work-related matter, the parties will use the procedure outlined in this clause to resolve the matter.

7.2 UWSELL and the employees have an interest in minimising and settling disputes in a timely manner. As far as possible, disputes should be resolved at the level at which they arise by discussions between the employee/s directly involved. Those who are party to the dispute must co-operate to ensure that the resolution procedures are carried out as quickly as is reasonably possible.

7.3 At any time during the dispute resolution procedure a party to the dispute may appoint another person to represent them. Employees are entitled to be represented by a representative of their choice. UWSELL must recognise the representative for all purposes involved with resolution of the dispute and will allow them to perform their role as representative.

7.4 Procedure
   a) Where a dispute arises the affected employee will discuss the matter in dispute with the relevant supervisor or Director.
   b) The employee is required to notify (in writing or otherwise) the relevant supervisor or Director as to the substance of the dispute and request a meeting for bilateral discussions and state the remedy sought.
   c) At the conclusion of the discussion and if the matter has not been resolved, a response to the employee’s dispute must be provided, in writing, within 7 days of the discussions taking place, and must include reasons for not implementing any proposed remedy.
   d) If the dispute is unable to be resolved by the procedure referred to above, either party to the dispute may refer the matter to Fair Work Australia within 7 days of receipt of the letter under subclause (c) for resolution by mediation and/or conciliation and if the dispute remains unresolved, by arbitration. If arbitration is necessary, Fair Work Australia may exercise the procedural powers in relation to hearings, witnesses, evidence and submission which are necessary to make the arbitration effective.
   e) The decision of Fair Work Australia following arbitration will bind the parties, subject to either party exercising a right of appeal against the decision.

7.5 While the dispute resolution procedure is being conducted, the status quo must remain and work must continue as normal unless there is a reasonable concern about an imminent risk to health and safety or the financial viability or reputational risk is significant. Subject to applicable occupational health and safety legislation, an employee must not unreasonably fail to comply with a direction by UWSELL to perform work, whether at the same or another workplace that is safe and appropriate for the employee to perform.

8. Anti-discrimination and harassment

8.1 UWS Early Learning Ltd and its employees agree to ensure that the workplace is non-discriminatory and there shall be no discrimination based on race, sex, carer responsibility, marital status, disability, homosexuality, transgender identity or age.
UWS Early Learning Ltd is committed to a workplace free from harassment and is opposed to workplace bullying.

8.2 Bullying includes behaviour aimed to demean, humiliate or intimidate staff either as individuals or as a group. Supervisors have a role to play in the prevention of workplace bullying by taking action when instances of such behaviour come to their attention.

Part B – Salaries and related matter

9. Rates of pay

9.1 Except as provided for in clause 9.5, the rates of pay for employees employed by UWS Early Learning Ltd on or after the date of commencement of this Agreement will be as contained in Schedule 2.

9.2 Salary Translation
The parties have agreed that as at the first pay period commencing after the FWA approval of the Agreement, all UWSELL employees will translate on to the pay rates in Schedule 2, which reflect the higher pay rates that existed for employees at the Unique Kids Early Learning Centre.

9.3 At that date of translation, employees will translate to the salary rate in Schedule 2 for 2012, based on their years of service (i.e. a step 4, Four Year Trained Teacher will translate to step 4, Four Year Trained Teacher salary in Schedule 2.)

9.4 Where an employee is not already at the top of the salary scale for their classification, the employee will be entitled to incremental progression to the next step in the salary scale in Schedule 2 for their classification, as provided in this Agreement, using their usual anniversary date.

9.5 Where, at the date of this Agreement coming in to operation, an employee is paid at a rate that is higher than provided for in this Agreement, the employee shall continue to receive their higher salary until the applicable classification rate provided for in this Agreement exceeds their wage rate, at which point the employee shall be paid in accordance with this Agreement.

9.6 Casual Employees
Casual employees will receive hourly pay rates as contained in Schedule 2 – Wage Rates, as per the ‘Casual Hourly Rate’ column applicable to their role. This rate includes a casual loading of 25% in lieu of all leave and other entitlements not expressly provided to casual employees in this Agreement.

9.7 General
The rates of pay contained in this Agreement are inclusive of any first aid allowance specified in any enactment, award or industrial agreement. It is a requirement that staff, other than an Administrative Support Worker, Administrator and Cook, hold and maintain a current first aid certificate as recognised by the Education and Care Services National Regulations (as amended from time to time).

9.8 The parties agree that if the government makes additional funding available which includes the option of using it for salaries, the parties agree to meet to discuss options for the use of that funding and where any agreement is reached by the parties which would require an amendment to this Agreement, the parties agree to vary this Agreement in accordance with the Act.

10. Superannuation

10.1 UWS Early Learning Ltd will make superannuation contributions in accordance with the Superannuation Guarantee (Administration Act) 1992 (as varied from time to time). These contributions will be made to a Superannuation Fund, as nominated by an employee.

10.2 Where an employee fails to inform UWS Early Learning Ltd of the name of the Superannuation Fund to which to make such payments, all payments will be made to HESTA, under the employee’s name.

11. Incremental progression

11.1 Except as provided in clause 47.4 (Managing Performance Issues - regarding an employee who is under performance management), an employee who is not on the maximum step in their grade will incrementally progress to the next salary step, for each full time equivalent Year of Service.

12. Position classification

12.1 All employees will be classified in accordance with the position classifications in Schedule 1.

12.2 Employees are required to carry out the work assigned to them according to their classification as directed by their supervisor. Staff 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.

12.3 An employee will suffer no reduction in pay when called upon to temporarily perform duties for which a lower rate is fixed.

13. Miscellaneous salary arrangements

13.1 Payment of Wages
All employees will be paid fortnightly by direct credit to the employee’s nominated bank account. Employees shall ensure that they have a nominated bank account which must be capable of receiving the employee’s pay. The regular UWSELL payday, once determined, cannot be changed without consultation and a minimum of four (4) weeks’ notice, other than circumstances that could not have reasonably been known and are beyond UWSELL’s control.

13.2 Child Care Fees for UWSELL Staff
A continuing or fixed term employee who secures a place for their own child at a child care service operated by UWSELL shall be entitled to request in writing and have their child care fee deducted from their wage and remitted to the appropriate UWSELL service.

13.3 Overpayments/Underpayments
Where a pay error occurs, resulting in an overpayment or underpayment in wages, the Employer and the affected employee and, if requested, the employee's representative, will, within 14 days of the matter coming to the attention of either party, consult and reach agreement on how the error will be rectified. Any dispute in relation to pay errors will be dealt with in accordance with the Dispute Resolution Procedure contained in this Agreement.

14. **Acting director allowance**

14.1 Employees appointed as Directors shall be paid an allowance in accordance with Schedule 4. Such allowance shall be considered part of the Director's ordinary rate of pay.

14.2 When the Director of a Centre is absent from the centre for more than 10 consecutive days, another employee may be designated as Acting Director for the period of the Director's absence and be paid an allowance in accordance with Schedule 4 and the provisions below.

14.3 Where the period that an employee is designated as Acting Director is between one consecutive week and four consecutive weeks, the Acting Director will receive an Acting Director allowance equivalent to 50% of the Director's Allowance due, taking into account the size of service.

14.4 Where the period that an employee is designated as Acting Director exceeds four consecutive weeks, the Acting Director will receive the full Director's Allowance due, taking into account the size of the service.

14.5 Provided that an employee shall not be required to carry out such duties in an acting capacity for more than a full year except to cover a period of leave for a Director of up to two years.

14.6 An Acting Director shall continue to be paid the Director's allowance during any period of leave taken during the period as an Acting Director.

15. **Travel Allowance and reimbursement**

15.1 Travelling and other out of pocket expenses reasonably incurred by an employee in the course of duties required by UWSELL shall be reimbursed by UWSELL.

15.2 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 in accordance with Schedule 4 (use of personal vehicle).
16. Meal allowance

An employee required to work overtime for more than two hours without being notified on the previous day or earlier that they will be so required to work will either be supplied with a meal by UWS Early Learning (UWSELL) or paid an allowance in accordance with Schedule 4 (meals). No meal allowance is payable where an employee could reasonably return home for a meal within the period allowed.

Part C – Leave entitlements

17. Leave hours

For the purpose of the leave clauses, a full-time employee’s standard day for leave is 7.6 hours.

18. Application of leave provisions to part-time and casual employees

18.1 An employee employed on a part-time basis shall be entitled to the amount of leave available under the relevant clauses of this Agreement on a pro-rata basis according to the proportion of his/her hours to full-time hours of employment.

18.2 Casual employees are not entitled to leave unless expressly provided for in a specific clause of this Agreement.

19. Public holidays and Christmas leave

19.1 Public Holidays

Public holidays without loss of pay will be observed on New Year’s Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen’s Birthday, Labour Day, Christmas Day, Boxing Day, and any other day proclaimed by the Governor of New South Wales as a public holiday throughout the whole of the state.

19.2 An employee required to work on a public holiday shall be paid in addition to the employee’s ordinary rate of pay at the rate of one and a half times for the time so worked (i.e. double time and a half), with a minimum payment of four hours at such rate.

19.3 An employee may refuse to work on a public holiday where such refusal is reasonable or the request to work is unreasonable.

19.4 Christmas closure

UWSELL operates a Christmas closure period where the Centres are closed for a period of 3-4 weeks commencing in the week prior to Christmas Day, through to the second or third week of January.

19.5 UWSELL will give employees at least two month’s notice of the closure period.

19.6 Employees are required to take paid annual leave, RDOs or other accrued paid leave during this closure period.

19.7 Where an employee has insufficient paid leave to cover this period, the employee may be stood down without pay for the period of the shut down, once all available annual leave, long service leave, flexi leave and time-in-lieu entitlements have been exhausted. By written agreement with the supervisor, the employee may take annual leave in advance of accruing that leave.

20. Annual leave

20.1 Principles

All staff are encouraged to regularly take annual leave to maintain their personal health and well being.

20.2 An employee and his/her supervisor will negotiate the employee’s annual leave plans in the context of the operational needs of the Centre. An employee may take leave as it accrues, subject to their supervisor’s approval of the start and completion dates of that leave. A supervisor must approve annual leave prior to the employee taking leave.

20.3 Eligibility and entitlement

All continuing and fixed-term staff are entitled to paid annual leave of 4 weeks per 12 months of service.

20.4 Annual leave shall accrue on a fortnightly basis, based on the nominal hours of the employee. Annual leave is accrued pro-rata on the basis of service. Service excludes periods of leave without pay.

20.5 An employee shall provide 30 days notice of their requested annual leave unless otherwise agreed with the Supervisor.

20.6 If the employee subsequently wishes to change the annual leave plan or to take any additional annual leave, approval shall be at the discretion of the Supervisor taking into account operational needs.

20.7 It is expected that employees will not normally accumulate more than 20 days annual leave. However, an employee may apply in writing to their Supervisor to request the right to accrue annual leave of up to 30 days (pro rata for part-time staff) for the purpose of using the leave for practicums required to complete tertiary studies or for special circumstances.

20.8 Except for those employees with the Supervisor’s written agreement allowing the employee to accrue up to 30 days annual leave, an employee who has accumulated more than 25 days annual leave may be directed by the supervisor to take annual leave with 21 days notice.

20.9 The supervisor’s direction will only occur in circumstances where an agreement cannot be reached between the supervisor and the employee about how to reduce the accrued leave. The supervisor shall in any such circumstance specify the commencement and termination dates of such leave which will reduce the employee’s accumulated leave to less than 25 days on the employee’s return to work. The employee will be provided with the opportunity to propose alternative dates for the leave, provided that the total period of leave is no less than the period of the directed leave, subject...
20.10 Where, in accordance with sub-clause 20.9, a supervisor directs or approves an employee to take a period of annual leave, the employee will be regarded as being on leave for the period specified or approved by the supervisor and the staff member’s leave credits will be reduced accordingly.

20.11 UWSELL may direct staff to take annual leave with 21 days notice:

a) where the accumulated annual leave balance exceeds the equivalent of 25 days leave

b) during any period in which UWSELL shuts down the business, or any part of the business in which the employee works, for example during the Christmas closure.

c) UWSELL is entitled to take into account the operational requirements of the workplace when authorising leave but will not unreasonably refuse a request from an employee to take annual leave.

21.1 Eligibility and entitlement

A continuing or fixed term employee who is unable to attend or remain at his/her place of employment due to personal illness or personal incapacity, shall be entitled to paid sick leave at the appropriate ordinary hourly rate as follows:

a) Up to 15 days sick pay for each year of continuous employment, accruing on a pro-rata basis for each completed fortnight period of continuous employment.

b) Unused sick leave entitlements shall be fully cumulative.

c) Employees are entitled to access a maximum of 10 days per year of their sick leave entitlement to provide care or support to a sick or injured (as defined in clause 20.1) or household member.

21.2 Employees, including casual employees, are entitled to 2 days unpaid carer’s leave per each occasion requiring carer’s leave. Employees (other than the casual employees) may only access this entitlement once their paid entitlement to carer’s leave has been exhausted.

21.3 To be eligible for benefits in clauses 21.1 and 21.2, the employee must comply with the following conditions:

a) the employee shall, where practicable, advise the supervisor of his/her inability to attend work at least 2 hours prior to the commencement of their shift and for sickness continuing beyond one day shall attempt to provide notice by 3pm of the day before work about the inability to attend work the next day; provided that a Centre Director may decide to operate a system where the employee does not need to give 2 hours notice where the employee is able to arrange a co-worker or member of an approved casual pool with appropriate classification, to attend the shift on their behalf;

b) the employee shall as far as possible advise the supervisor of the nature of the illness and the estimated period of absence;

c) the employee shall produce a medical certificate to prove the employee’s inability to attend for duty on the days in respect of which sick or carer’s leave is claimed, wherever such absence is for three days or more;

d) UWSELL retains the right to request an employee to produce a medical certificate more frequently or attend a Doctor at the request of the Operations Manager if there is any question that sick leave is not being used for its intended purpose;

e) an employee shall not be entitled to paid sick leave for any period in respect of which he or she is entitled to workers’ compensation.

21.4 Sickness during annual and long service leave

An employee who becomes ill during annual or long service leave may claim sick leave (to the extent of sick leave accrued) instead of annual or long service leave for the period of the illness. A medical certificate must be submitted covering the period of the sick leave.

21.5 Sick leave without pay (SLWOP)

At the discretion of UWSELL, an employee whose sick leave entitlement has been exhausted may be granted sick leave without pay. A period of sick leave without pay must be covered by an appropriate medical certificate.

21.6 Sick leave without pay will be counted as service for the purpose of determining entitlement to:

a) annual leave accrual, and sick leave accrual;

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

c) the accrual of further sick leave;
22. Personal leave

22.1 Principles
Personal leave may be granted to assist staff to achieve a work life balance. Personal leave acknowledges that staff are also members of families and communities and have commitments not related to work. In addition to the personal leave available in accordance with this clause, staff may use available annual leave or long service leave, or leave without pay for personal reasons. Personal leave is not available for personal illness.

22.2 Entitlement
All continuing and fixed term staff may be granted up to 5 days personal leave with pay per year of service. Part time staff are entitled to pro-rata of the full time rate. Casual staff are not eligible for paid personal leave however are entitled to two days unpaid compassionate leave in accordance with the National Employment Standard of the Fair Work Act 2009. Leave must be taken as whole days.

22.3 Personal Leave shall, subject to the conditions in this clause, be granted for the following situations:

a) to provide care or support to relatives or members of their household who because of illness, personal injury or unexpected emergency;

b) bereavement due to the death of a relative or household member;

c) to deal with an emergency situation arising due to fire, flood, burglary or other unforeseen event beyond the control of the employee;

d) where the carer of an employee’s child is unable to look after their child;

e) attendance at the employee’s own graduation, citizenship and justice of the peace ceremony, up to half a day for each ceremony;

f) appointments and commitments associated with pre and post natal responsibilities;

g) to adhere to and celebrate cultural or religious days of observance. Due to their cultural and associated religious belief systems staff may be required to participate in cultural and religious ceremonies during their normal hours work. Staff should be able to show that they have cultural or religious affiliations requiring observance of the day and that the day is significant in the particular cultural or religious calendar.

22.4 An employee may also use up to 5 days of personal leave per year for sickness where their sick leave is exhausted.

22.5 Personal leave is not cumulative from year to year.

22.6 In addition to an entitlement to personal leave, an employee is entitled to access a maximum of 10 days per year of their sick leave entitlement to provide care or support to a sick or injured relative (as defined in clause 2) or household member.

22.7 Staff who have exhausted their personal leave and sick leave entitlements may apply for any available annual leave and/or long service leave or leave without pay to cover the necessary period of absence. In exceptional circumstances such as multiple deaths within a family and/or household, additional paid personal leave may be granted by the Operations Manager.

22.8 A statutory declaration may be required from an employee for less than 3 days absence and for absences of 3 days or more, a medical certificate for the relative or household member may be required if the employee is absent to provide care or support to that relative or household member.

22.9 Appropriate documentation may be required to support each absence taken under Personal Leave.

22.10 Use of Overtime, TOIL and Flexible Hours
In addition to the use of personal leave, UWSELL will positively consider employee applications to use time off in lieu of overtime and flexible hours provisions in this Agreement, to meet carer, bereavement or other personal leave situations.

23. Long service leave

23.1 The provisions of the NSW Long Service Leave Act will apply, except to the extent of any variations provided in this clause.

23.2 Principles
Long service leave is an entitlement that recognises length of service to UWSELL. Once an employee becomes eligible to take long service leave, they are encouraged to take periods of long service leave during their employment. Staff and supervisors will discuss employees’ long service leave plans in the context of annual work plans and annual leave plans.

23.3 Eligibility and entitlement
An employee is entitled to the following long service leave:

a) upon completion of 7 years service – at the rate equivalent pro rata to 2 months paid long service leave per 10 years of service;

b) for service beyond 10 years – pro rata long service leave on the ratio of 1 month’s paid long service for every additional 5 years of service;

c) for service of 5 years or more but less than 7 years service a pro-rata long service leave entitlement on the ratio of one month’s paid long service for every 5 years of service, will be available provided it is in circumstances where:

i the employee resigns as a result of illness or incapacity or for domestic or other pressing necessity; or
24. Leave without pay

24.1 All continuing and fixed-term staff are eligible to apply for leave without pay, which may be granted at the discretion of UWSELL where it can be accommodated within the operational requirements of the centre.

24.2 Leave without pay does not break continuity of service; an employee remains an employee of UWSELL during leave without pay, and thus remains bound by UWSELL’s Code of Conduct and other policies and procedures as appropriate.

24.3 Periods of leave without pay other than approved sick leave without pay, will not count as service for the purpose of determining entitlements.

25. Parental leave

25.1 Principles
Parental leave enables parents employed at UWSELL to care for their child (biological, adopted or foster). Parental leave incorporates maternity, adoption, and partner’s leave.

25.2 Eligibility for parental leave
All full-time and part-time staff employed on a continuing or fixed-term basis may be eligible for parental leave. Casual staff are eligible for unpaid parental leave in accordance with clauses 25.10 and 25.11.

25.3 A fixed-term employee will only be granted paid and/or unpaid leave if the period of leave falls within the time span of their fixed-term appointment. If the fixed-term employee is subsequently offered another appointment, he or she may extend into the period of the new appointment the date for return from leave.

25.4 Paid parental leave – maternity and adoption
To be eligible for paid parental leave, a female employee (in the case of maternity leave) or the primary carer (in the case of adoption leave or non birth partner who is a primary carer) must have completed 52 weeks continuous service prior to the expected date of birth or adoption of the child, and comply with the notice of intention to take parental leave requirements as stated in clause 25.11 unless there is a break in service, this qualifying period need only be served once.

25.5 The paid parental leave comprises up to 6 weeks leave paid by UWSELL at a rate which is equivalent to the Government Paid Maternity Leave Allowance. This paid leave may be taken as 12 weeks on half of that rate of pay. For the purposes of clarify, this payment by UWSELL to the employee is in addition to any government payment to the employee related to parental leave (including the Government Paid Maternity Leave Allowance).

The UWSELL paid parental leave is conditional on:

a) the leave commencing no later than the date of birth or adoption of the child.

b) the employee returning to work within 24 months of the commencement of parental leave and working for at least 6 months upon return (or if not the employee is obliged to repay any paid parental leave).

25.6 The employee returning to work within 24 months of the commencement of parental leave and working for at least 6 months upon return (or if not the employee is obliged to repay any paid parental leave).

25.7 Any future entitlement to paid parental leave is subject to the employee having had 12 months continuous service upon return to work.

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

25.9 Paid parental leave is exclusive of public holidays.

25.10 If both parents are UWSELL staff, they may share the paid parental leave provided that both staff have completed the 52 week qualifying period prior to the expected date of birth or date of adoption of his/her child. However, the partner’s entitlement to parental leave will be reduced by any paid partner’s leave taken at the time of the birth or adoption.

25.11 Unpaid parental leave
A primary carer is entitled to a grant of up to 104 weeks unpaid parental leave from the date of birth or date of placement of her/his child, so long as the total period of leave (including paid and unpaid parental leave) does not exceed 104 weeks.

25.12 To be eligible for parental leave an employee must comply with the documentation and notice requirements as follows:

a) In the case of the birth of a child, provision of a medical certificate, which states that the employee is pregnant and provides the expected date of birth of the child. The medical certificate must be provided to the supervisor at least ten weeks before the expected date of birth stated in the certificate. If the employee's child is born prematurely or if there are other compelling reasons which mean that the employee was not able to provide this notice as required, it will generally be sufficient for the employee to provide notice as soon as reasonably practicable after the birth of the child.

b) In the case of adoption of a child, provision of a statutory declaration about the expected date of adoption as soon

23.4 Long service leave may be taken on half pay.

23.5 An employee may take any long service leave at a time of his/her choosing if the employee provides a minimum of 6 month’s written notice. If the employee provides less than 6 month’s written notice, the timing of the leave is to be by agreement of the employee and the supervisor.
as practicable.

c) Provision of an application for parental leave. This application must state the first and last days of the intended parental leave. This application must be provided to the supervisor at least 10 weeks prior to the first day of proposed parental leave and then notice of 4 weeks to confirm this start and finish date of parental leave prior to the first day of parental leave.

d) Provision of a statutory declaration. This declaration must be provided at least 4 weeks prior to the first day of parental leave. The declaration must state the first and last days of other authorised leave intended to be taken (or already taken by the employee because of her pregnancy or the expected birth, the first and last days of any parental leave intended to be taken by the employee’s partner because of the pregnancy, that the employee intends to be the primary carer of the child at all times while on parental leave and that the employee will not engage in any conduct inconsistent with their contract of employment while on parental leave.

e) A minimum of 4 weeks’ notice of request to change return to work date is required, to enable staffing changes to be made.

25.13 Cessation of pregnancy
In the event of a still birth or miscarriage after the commencement of Parental Leave, the employee may access their personal, sick, annual, long service leave and/or leave without pay for such period as a registered medical practitioner certifies necessary, provided that the aggregate of paid leave shall not exceed 52 weeks. An employee’s illness not related to the direct consequences of the birth will be dealt with in accordance with clause 21 (sick leave).

25.14 Partner’s leave
A full time employee is entitled to a period of up to five working days paid leave (paid partner’s leave) which may be taken at any time in the three month period following the birth of a child of his/her partner or on taking custody of a child.

25.15 Medical risks from pregnancy
Where, in the opinion of a registered 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 be at work, the employee shall choose to:

a) commence parental leave;

b) be temporarily transferred to a safe job until the commencement of parental leave;

c) negotiate with the supervisor for a temporary variation of primary duties or hours of work to exclude the risks

d) providing that if an employee chooses transfer or variation, the supervisor shall attempt to provide the work requested, but if suitable work is not available, the employee must then commence parental leave; or

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

f) Effect of parental leave on employment

25.16 The service of an employee whilst on unpaid parental leave will not break the employee’s contract of employment, but such absence shall not be taken into account in calculating the period of employment for any purposes of this Agreement.

25.17 An employee on parental leave may terminate their employment at any time during the period of leave by notice given in accordance with this Agreement.

25.18 UWSELL shall not terminate the employment of an employee on the grounds of her pregnancy or of absence on parental leave, but otherwise the rights of UWSELL in relation to termination of employment are not hereby affected.

25.19 Right of return to former position
The employee has a right to return to their former position after parental leave. ‘Former position’ is defined as a position as close as possible to that held by the employee immediately prior to the commencement of leave; except where by reason only of the pregnancy an employee has been transferred to a more suitable or safe position before commencing parental leave, the position held immediately before the employee transferred to the temporarily suitable or safe position.

25.20 An employee forfeits his/her right to their former position if he/she does not resume duty at the expiration of the total period of parental leave. resume duty at the expiration of the total period of parental leave.

25.21 Right to request part time employment
An employee returning to work from parental leave may request a return to work with fewer ordinary hours than those specified in the employee’s contract of employment, under the following conditions;

a) on a temporary basis until the child reaches school age;

b) for a child under 18 with a disability; or

c) on a continuing basis from the date of return from parental leave.

25.22 Such request must be made in writing as soon as possible, and not less than seven weeks prior to the date when the employee is due to return from parental leave.

25.23 The Operations Manager shall consider the request having regard to the employee’s circumstances and, provided the request is genuinely based on the employee’s parental responsibilities may only refuse the request on reasonable grounds related to the effect on the workplace or operational needs. Such grounds include, but are not limited to cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.
25.24 Right to Request
An employee entitled to parental leave may request UWSELL to allow the employee:

a) to extend the period of simultaneous unpaid parental leave use up to a maximum of eight weeks;

b) to extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;

c) to return from a period of parental leave on a part-time basis until the child reaches school age;

d) to assist the employee in reconciling work and parental responsibilities.

25.25 UWSELL shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or UWSELL's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

25.26 The employee's request and UWSELL's decision must be recorded in writing.

25.27 Where an employee wishes to make a request under 25.23, such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the employee is due to return to work from parental leave.

25.28 Communication during Parental Leave
Where an employee is on parental leave and a definite decision has been made to introduce significant changes at the workplace, UWSELL shall take reasonable steps to:

a) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave; and

b) provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave.

25.29 The employee shall take reasonable steps to inform UWSELL about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis and shall also notify UWSELL of changes of address or other contact details which might affect UWSELL's capacity to communicate with the employee.

26. Jury service

26.1 An employee required to attend for jury service during ordinary working hours shall be provided with paid leave for this purpose. The employee shall be reimbursed by UWSELL an amount equal to the difference between the amount paid in respect of the employee's attendance for such jury service and the amount of wage the employee would have received in respect of the ordinary time he or she would have worked had he or she not been on jury service.

26.2 The employee shall notify their supervisor as soon as possible of the date upon which he or she is required to attend for jury service. The employee shall provide to UWSELL a copy of the summons to attend jury duty and a record of payments received as proof of attendance.

26.3 If the employee is not called to attend Jury Service and is rostered to attend work, the employee must attend the workplace.

27. Study leave

27.1 Subject to the conditions outlined in this clause, paid study leave is available to all continuing staff undertaking formal award courses which are directly relevant to their position (pro rata to part time staff), provided by a recognised tertiary education institution or training institution.

27.2 Paid study leave will be granted on a basis of two (2) days per semester for each module equivalent to a 10 credit point subject at UWS or similar at other tertiary institutions, to a maximum of 4 days per semester and 8 days per year.

27.3 Employees undertaking TAFE studies: Paid leave will be calculated on the number of hours students are expected to attend class (e.g. One night per week would be equivalent to one (1) day per semester), to a maximum of 2 days per semester and 4 days per year.

27.4 Study leave does not apply in situations where the Government requires and pays for release time for study.

27.5 The time of taking such leave will be negotiated with the Centre Director.

27.6 Employees shall provide evidence of enrolment and results at the end of each study period.

27.7 Study leave will not be provided for repeat subjects.

27.8 Employees may request approval to accumulate leave entitlements under Annual Leave Clause for the purpose of completing professional experience practicums.

27.9 Except as provided in Schedule 1, clause 3 (3 year to 4 year trained teacher), following graduation, any reclassification of an employee to a higher classified position, will be at the discretion of UWSELL.
28. Other leave

An employee is entitled to unpaid leave for voluntary emergency management activities according to the National Employment Standard Community Service Leave - unpaid leave for voluntary emergency activities.

Part D – Change management

29. Consultation regarding major workplace change

29.1 If UWSELL is seriously considering major workplace changes that are likely to have a significant effect on the employees covered by this Agreement, UWSELL must consult with the Union and any employees who will be affected by the decision.

29.2 ‘Significant effects’ include termination of employment for redundancy, major changes in the composition, operation or size of UWSELL's workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure, the alteration of hours of work, the need for retraining or transfer of employees to other work or locations and the restructuring of jobs.

29.3 As soon as practicable, UWSELL must discuss with the Union and the relevant employees the introduction of the change and the effect the change is likely to have on the employees. UWSELL will notify affected employees and the Union of its intention to hold discussions with at least seven days notice.

29.4 For the purposes of the discussion, UWSELL will provide the Union and the relevant employees in writing:

   a) all relevant information about the change including the nature of the change proposed;
   b) information about the expected effects of the change on the employees; and
   c) any other matters likely to affect the employees.
   d) UWSELL is not required to disclose confidential or commercially sensitive information.

29.5 UWSELL must give prompt and genuine consideration to matters raised about the major workplace change by the Union and relevant employees.

29.6 As soon as a final decision has been made, UWSELL must notify the Union and the employees affected, in writing, and explain the effects of the decision and if any alternative to the proposed major change has been suggested by the Union or relevant employees but has been rejected by UWSELL, any reasons why such an alternative could not be adopted.

29.7 UWSELL must act in good faith in relation to the consultation process provided in this clause. ‘Good Faith’ includes obligations to meet, disclose relevant information, genuinely consider proposals and respond with reasons, and to refrain from capricious or unfair conduct that undermines consultation.

29.8 While the consultation process is being undertaken, the status quo will remain.

30. Flexibility

30.1 An employer may direct an employee to carry out such duties as are within the limits of the employee’s skills, competence and training consistent with the classification structure of this agreement, provided that such duties are not designed to promote de-skilling.

30.2 UWSELL may direct an employee to carry out such duties and use such tools and equipment as may be required, provided that the employee has been properly trained in the use of such tools and equipment.

30.3 Persons employed as Child Care Workers may be required to assist with duties incidental to their primary contact care role.

30.4 Any direction issued by UWSELL shall be consistent with UWSELL's responsibilities to provide a safe and healthy working environment.

31. Redundancy

31.1 Principles

UWSELL recognises that job security is important for staff and is committed to minimising the need for forced redundancies by exploring alternate measures to mitigate any negative consequences of the change. Such measures may include natural attrition, or voluntary measures such as voluntary separations, fixed term contracts, leave without pay, voluntary conversion to part time employment, long service leave, and/or redeployment. Forced redundancies will be implemented as a last resort.

31.2 Application

The provisions of this clause only apply to continuing staff.

31.3 Definition

‘Redundant position’ means a position that is identified as surplus to UWSELL’s requirements for reasons of an economic, technological, structural or similar nature.

31.4 Notice of Termination Arising from Redundancy

The provisions of clause 48 (Notice of Termination) shall apply, provided that for terminations by UWSELL for reasons arising from the introduction of new ‘technology’, in order to terminate the employment of an employee UWSELL shall give to the employee 3 months notice of termination.

31.5 Time Off during the Notice Period

During the period of notice of termination given by UWSELL an employee shall be allowed up to one day’s time off without loss of pay during each week of notice, to a maximum of five weeks, for the purposes of seeking other employment.

31.6 If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of UWSELL, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent.
31.7 Employee Leaving during the Notice Period

An employee given notice of termination in circumstances of redundancy may terminate their employment during the period of notice. The employee shall be entitled to the same benefits and payments they would have received under this clause had the employee remained with UWSELL until the expiry of such notice. Provided that in such circumstances the employee shall not be entitled to payment in lieu of notice.

31.8 Statement of Employment

UWSELL shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee a written statement specifying the period of the employee's employment and the classification of or the type of work performed by the employee.

31.9 Notice to Centrelink

Where a decision has been made to terminate the employment of employees, UWSELL shall notify Centrelink thereof as soon as possible giving relevant information including the number and categories of the employees likely to be affected and the period over which the terminations are intended to be carried out.

31.10 Centrelink Separation Certificate

UWSELL shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee an ‘Employment Separation Certificate’ in the form required by Centrelink.

31.11 Transfer to Lower Paid Duties

Where an employee is transferred to lower paid duties for reasons set out in clause 31.3, the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee’s employment had been terminated, and UWSELL may at UWSELL’s option make payment in lieu thereof of an amount equal to the difference between the former ordinary time rate of pay and the new ordinary time rates for the number of weeks of notice still owing.

31.12 Redundancy Payment

Where the employment of an employee is to be terminated for redundancy, subject to further order of Fair Work Australia, UWSELL shall pay the following severance pay in respect of a continuous period of service:

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Under 45 Years of Age (weeks of pay)</th>
<th>45 years old or over (weeks of pay)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 1 year</td>
<td>Nil</td>
<td>Nil</td>
</tr>
<tr>
<td>1 year and less than 2 years</td>
<td>4 weeks</td>
<td>5 weeks</td>
</tr>
<tr>
<td>2 years and less than 3 years</td>
<td>7 weeks</td>
<td>8.75 weeks</td>
</tr>
<tr>
<td>3 years and less than 4 years</td>
<td>10 weeks</td>
<td>12.5 weeks</td>
</tr>
<tr>
<td>4 years and less than 5 years</td>
<td>12 weeks</td>
<td>15 weeks</td>
</tr>
</tbody>
</table>

31.13 ‘Weeks of 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 all purpose allowances paid in accordance with this Agreement.

31.14 Where an employee is subject to a reduction of working hours of 6 or more hours per fortnight, the reduction will be treated as a partial redundancy. A pro rate payment will be made in accordance with the redundancy payments set out in 31.12.

31.15 Incapacity to Pay

Subject to an application by UWSELL and further order of Fair Work Australia, UWSELL may pay a lesser amount (or no amount) of severance pay than that contained in clause 31.12.

31.16 Fair Work Australia shall have regard to such financial and other resources of UWSELL concerned as Fair Work Australia thinks relevant, and the probable effect paying the amount of severance pay in clause 31.12 will have on UWSELL.

31.17 Alternative Employment

Subject to an application by UWSELL and further order of Fair Work Australia, UWSELL may pay a lesser amount (or no amount) of severance pay than that contained in clause 31.12 if UWSELL obtains acceptable alternative employment for an employee.

Senior Educator Partial Redundancy

A part time senior educator whose hours are reduced by more than 25% without their consent will be entitled to the
provisions of this clause including redundancy payments. Such payments shall be calculated by taking the number of hours that have been reduced and multiplying this by their hourly rate. This amount is then multiplied by the number of weeks of redundancy pay that the employee would have been eligible for if their position had been made fully redundant.

Part E – Change management

32. Ordinary hours of duty

32.1 The ordinary hours of work of full-time employees, inclusive of crib breaks, will be an average of 38 hours per week over a one, two or four week cycle.

32.2 Except as provided by clauses 34.12, 35 and 36 (time off in lieu of overtime, flexible working arrangements, and flexible work hours) ordinary hours will be worked in accordance with the following:

a) worked in periods not exceeding eight hours per day;

b) worked between Monday and Friday;

c) worked between 6.30am and 6.30 pm;

If UWSSELL decides to introduce or use broken shifts, it will comply with award obligations regarding broken shifts which apply.

32.3 Part-Time Employees

The days of attendance and normal hours of work of a part-time employee may be varied at the commencement of each calendar year or by giving four weeks’ notice during the year. Provided that the days of attendance and the normal hours of work may be varied or increased at any time by mutual agreement between UWSSELL and the employee. Such agreement will not be unreasonably withheld by either party.

32.4 The Roster

The Supervisor will establish a roster that employees will be required to work. This roster shall be displayed in a readily accessible place and will indicate the days, hours of work and starting and finishing times with the days and hours accessible to the employees at least 7 days prior to the roster commencing.

32.5 The roster will only be changed with less than 7 days notice, provided the change is brought to the employee’s attention as soon as practicable and only occurs where:

a) the employee and UWSSELL agree to the changed hours;

b) it is to cover for absence of an employee on sick leave or other absence where less than 7 days notice was given; or

c) for part-time staff is in accordance with clause 34.13 additional hours for part time employees.

32.6 In all other situations a change to the roster with less than 7 days notice will incur overtime payment.

32.7 Employees may be requested to work reasonable additional hours to meet any demands particular to the work. Whether additional hours are ‘reasonable’ for the purposes of this Agreement will depend on the circumstances of each case.

32.8 The Supervisor will endeavour to accommodate employees in relation to the preparation of their rostered hours but from time to time the Supervisor will nominate the rostered hours and the employees agree to work on those rostered hours.

32.9 The rostered days of a part-time employee shall be agreed on engagement and may be varied with the mutual consent of the employee and UWSSELL.

33. Meal breaks

33.1 An employee who works more than 5 hours per day shall be entitled to a 40 minute paid meal break which can be used for a meal (crib break) and/or tea breaks.

33.2 All breaks are to be taken at a time to enable the continued supervision of children.

33.3 Since each break shall be counted as time worked, employees can be asked to perform duties as required during the break period in emergencies and to then be granted equivalent time off in lieu at a time which is mutually agreed with their supervisor.

33.4 Employees may be required to remain on the centre premises during breaks, if necessary, to maintain staff ratios required under Child Care Centre Regulations. Whenever possible, the employee shall be permitted, after notifying their supervisor, to leave the premises for a 10 minute period during the break.

33.5 Provided however that employees may, by agreement with their supervisor, leave the premises during the crib break. Where such reasonable request has been made by an employee, UWSSELL shall give favourable consideration to any such request having regard to the provisions of the Education and Care Services National Regulation relating to supervision of children. Such time away from the premises shall not count as time worked nor shall any payment be made for such time. A record of unpaid lunch periods shall be kept in the Time and Wages records.

34. Overtime

34.1 Eligibility

UWSSELL can require staff to work reasonable additional hours at overtime rates.

34.2 An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable having regard to:

a) any risk to employee’s health and safety;

b) the employee’s personal circumstances including any family responsibilities;
4.33 Except as provided elsewhere in this agreement, all time worked outside the ordinary hours of work prescribed by 32.2, shall be overtime.

4.34 Where an employee is required to stay back to supervise children who have not been picked up or to cover staff absences the employee shall be paid at the rate of time and one half for the first two hours and double time thereafter.

4.35 Employees may be required to attend up to a maximum of two hours per month and directors up to four hours per month where such time involves parental meetings, staff meetings and other duties not including the supervision of children. Part-time employees may be required to attend such meetings outside of ordinary hours on a pro rata basis. All such work performed out of normal working hours will be subject to the time off in lieu provisions contained within this agreement.

4.36 Overtime or time off in lieu of overtime is not permitted without prior approval of the supervisor. Overtime claims must be submitted at the end of the fortnightly cycle in which the overtime was worked.

4.37 Overtime will be paid at the rate of time and a half for the first two hours and double time thereafter provided that overtime at the rate of double time shall be paid for all time worked after 12:00 noon on a Saturday and all work performed on a Sunday. In calculating overtime, each day’s work will stand alone.

4.38 Where, due to a genuine and pressing emergency situation, an employee is required to remain at work after their normal finishing time such time will be paid at the ordinary rate for the employee’s classification. Provided that such emergency overtime does not exceed one hour per week. For the purposes of this subclause an emergency situation may include a natural disaster affecting a parent, another employee or the centre/service, the death of a child or parent, or a child requiring urgent hospitalisation or medical attention.

4.39 In computing overtime any portion of an hour of less than fifteen minutes shall be reckoned as 15 minutes and any portion in excess of fifteen minutes shall be reckoned as a half hour.

4.40 When overtime work is necessary it shall, wherever reasonably practicable, be so arranged that employees have at least ten consecutive hours off duty between the work of successive days.

4.41 An employee, other than a casual employee, who works so much overtime between the termination of his/her ordinary work on one day and the commencement of his/her ordinary work on the next day that he/she has not had at least ten consecutive hours off duty between those times shall, subject to this subclause, be released after completion of such overtime until he/she has had ten consecutive hours off duty, without loss of pay, for ordinary working time occurring during such absence. If on the instruction of UWSELL such an employee resumes or continues work without having had such ten consecutive hours off duty, he/she shall be paid at double rates until he/she is released from duty for such period and he/she then shall be entitled to be absent until he/she has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

34.12 Time off instead of payment for overtime

An employee and UWSELL may agree, in writing, that an employee will be provided with time off instead of being paid an overtime payment for all authorised work performed outside of or in excess of the ordinary or rostered hours subject to the following:

a) any periods of time off in ordinary hours will equate to the relevant period of overtime worked;

b) unless agreed otherwise in writing with the Supervisor, an employee must not accumulate more than 20 hours of time off per month which must be taken within 3 months of its accrual. Where time off is not taken the overtime will be paid for in the next pay period at the appropriate rate of overtime applicable; and

c) by agreement between the employee and UWSELL, time off instead of payment for overtime may be accrued and taken as part of annual leave

d) any remaining accrued time off in lieu will be paid out upon termination of employment, provided the employee reduces the accrued time off in lieu as much as possible during their notice period, as mutually agreed with the Centre Director.

34.13 Extra hours for part time employees

Part-time staff who agree to work additional hours, in excess of their ordinary hours will be paid at their regular hourly rate up to 8 hours per day or 38 hours per week. Normal overtime provisions apply if more than 8 hours per day or 38 hours per week are worked.

34.14 Attendance at Meetings, Seminars and Professional Development

Employees may be required to attend staff meetings, parent meetings, seminars and professional development or training courses totalling up to 50 hours duration in any calendar year. In computing such attendance, each calendar year shall stand alone.

34.15 Attendance at such meetings, seminars and in-service courses may be outside normal working hours. All work performed out of normal working hours will be subject to the payment provisions contained within this Agreement. These are considered reasonable additional hours.

34.16 Employees are responsible for ensuring that they are aware of new developments in early childhood education. However, the parties recognise that continuing professional development of employees is a joint responsibility of both UWSELL and the employee.
34.17 UWSELL may request an employee to attend any courses after hours relating to professional development, training and planning. The employee cannot unreasonably refuse to attend such courses. All hours of attendance shall be subject to the overtime or time in lieu provisions contained within this Agreement.

35. Requests for flexible working arrangements for carer responsibilities

35.1 An employee who is a parent, or has responsibility for the care, of a child may request UWSELL for a change in working arrangements (such as to assist the employee to care for the child if the child is under school age; or is under 18 and has a disability. Examples of changes in working arrangements include changes in hours of work, changes in patterns of work and changes in location of work.

35.2 The employee is not entitled to make the request unless:

a) for an employee other than a casual employee – the employee has completed at least 12 months of continuous service with UWSELL immediately before making the request; or

b) for a casual employee – the employee:
   i  is a long term casual employee of UWSELL immediately before making the request; and
   ii has a reasonable expectation of continuing employment by UWSELL on a regular and systematic basis.

35.3 The request must be in writing; and set out details of the change sought and of the reasons for the change.

35.4 UWSELL must give the employee a written response to the request within 21 days, stating whether UWSELL grants or refuses the request.

35.5 UWSELL may refuse the request only on reasonable business grounds and if so include details of the reasons for the refusal in the written response.

36. Flexible work hours

36.1 The flexible hours options provide staff with flexibility in their working hours and allows for the operational needs of the business. It is the responsibility of staff and their supervisors to ensure that the time accumulated towards RDO’s or as flexitime can be taken.

36.2 Rostered day off scheme
A full time employee may work under a Rostered Day Off Scheme by agreement with their supervisor.

36.3 The following provisions apply to the RDO scheme:

a) The usual RDO pattern is that the employee works a 40 hour week (without overtime pay) and banks two hours each week towards a paid rostered day off, and that in each four week period the employee works 19 days accruing the additional work hours and then takes or accrues one rostered day off. Where an employee works under such a pattern for a year, 12 RDOs per year will be accrued over the 48 weeks of work.

b) The employee will not work more than 10 hours in a day under the RDO scheme.

c) The employee may accrue up to 5 RDO’s with any greater accrual to be by written agreement with the supervisor.

d) The rostered day off is to be taken at a mutually agreeable time agreed with the supervisor.

e) The RDO is to be taken within 6 months unless otherwise agreed in writing with the supervisor.

f) Other rostered day off patterns of work and taking of the RDOs may be agreed in writing by the employee and supervisor.

36.4 Another rostered day off system is where the supervisor and the employee agree in writing for the employee to work four 9.5 hour days per week.

36.5 Any hours worked above 152 hours in any period of 28 consecutive days will be accredited to the employee in accordance with the Overtime/Time in Lieu Scheme.

36.6 Time accrued towards an RDO not taken will be paid out upon termination of employment.

37. Absence from duty

37.1 Staff are expected to advise their supervisors of all absences from duty as soon as practicable and preferably by no less than 2 hours before the commencement of their rostered shift.

37.2 If an employee is later than thirty (30) minutes from the beginning of their roster and fails to contact the Centre prior to the start of their work hours, the supervisor reserves their rights to advise the employee that he/she will not be required to work their rostered shift. In such circumstances, the employee may be placed on paid or unpaid leave.

37.3 Staff are required to promptly submit a leave application in respect of any absence. Where a leave application is not provided by an employee, the supervisor may arrange for the appropriate leave record to be adjusted and for the employee to be notified of that adjustment.

37.4 Continued failure by an employee to advise their supervisor of an absence must be brought to the attention of the Operations Manager by the supervisor and may be addressed as unsatisfactory performance for continuing absence without justification and advice.

37.5 An employee is considered to have abandoned their employment when they are absent from work for 3 or more consecutive days without notice. The employer will make all reasonable attempts to contact the employee by email (if the
address is known to UWSELL), phone and letter allowing a 3 working day response period prior to any action being taken after which the Operations Manager may deem the absence to be abandonment of employment and the employee’s employment may be terminated, in accordance with clause 47.10 of this agreement.

Part F – General conditions

38. Categories of employment

38.1 UWSELL may employ staff in one of the following categories of employment:

a) Continuing employment, either full time or part time.

b) Fixed term employment, either full time or part time.

c) Casual employment

38.2 A fixed-term employee is an employee engaged for a fixed period of time or for a defined task or project. This employment may be for a maximum period of up to one year or, if engaged to cover for another employee on leave, for a maximum period of two years.

38.3 A casual employee is engaged and paid by the hour provided that any engagement is for a minimum of two hours and may be employed for a maximum of 20 consecutive working days in any one period.

38.4 A casual employee may be entitled to conversion to continuing employment in accordance with Schedule 3.

38.5 A part-time employee will be engaged under fixed hours of work each fortnight and may only be employed for a maximum of 0.8 of the full time hours.

39. Contract of employment

39.1 Upon employment, UWSELL will provide to the employee a contract of employment which stipulates:

a) the type of appointment (continuing, fixed term, or casual employee);

b) whether the position is full-time or part-time and the number of ordinary hours of work each week;

c) the normal days and hours to be worked;

d) the procedure for altering days of work;

e) the hours of operation of the Centre;

f) commencement date;

g) the classification; salary step and rate of salary at appointment;

h) the length of the probationary period;

i) the notice required for termination or resignation; and

j) in the case of a teacher of children with special needs, advice that their days and hours can be varied with at least 4 weeks’ notice or otherwise by agreement.

39.2 In determining the appropriate salary step to place a new employee, UWSELL will recognise the number of full time equivalent years of service worked after being awarded the qualification, so long as the work performed is in a similar paid role. For each full year of service, the employee will be advanced one step.

40. Probation

40.1 All continuing or fixed term employees will be notified that such employment is subject to a probationary period of up to 24 weeks. Employees already employed at the date of commencement of this Agreement will not have a new probationary period applied to their existing position as a result of this clause.

40.2 The conditions of any such probationary period shall include:

a) the probationary process will consist of informal and formal review and development. Formal review will take place by no later than the completion of 12 weeks and 24 weeks.

b) during the initial stages of probation the employee and supervisor will participate in a planning discussion to agree on performance expectations and support.

c) throughout the probationary period a process of regular informal feedback shall occur. The supervisor will inform the employee in writing of any impediments to the continuation of the employee’s employment when such impediments become apparent.

40.3 Before the end of the probationary period, and based on the outcome of the review process, UWSELL shall:

a) confirm in writing, the employee’s continuing appointment; or

b) give two weeks’ notice in writing that the employee’s appointment shall be terminated; or

c) notify the employee in writing of a further supplementary period of probationary appointment of up to 12 weeks (within the maximum period of 24 weeks probation). This supplementary period can be applied only if the review has indicated the employee’s work has not yet met the standard required for a continuing or fixed term appointment, and the employee’s supervisors believe that the employee may reach that standard required within a further supplementary period.

40.4 If a supplementary probationary period is required, UWSELL shall provide a formal written plan of action to identify where the employee has not fulfilled the requirements of the position, UWSELL’s expectations of the employee and any agreed
40.5 At least two weeks before the end of the supplementary probationary period, and based on the outcome of the review process, UWSELL shall confirm in writing either:

a) the effective date of the employee’s continuing appointment; or

b) the date that the employee’s appointment shall be terminated.

40.6 Either party may terminate the employment relationship during the probationary period with two weeks’ notice. UWSELL reserves the right to terminate an employee without notice where the employee is guilty of serious misconduct.

41. Work health and safety

41.1 UWSELL and employees are committed to achieving and maintaining a healthy and safe workplace by abiding to all relevant Work Health and Safety legislation.

41.2 UWSELL will provide employees with any training necessary for compliance with its OHS policy provisions.

41.3 In addition to observing UWSELL’s OHS policy, employees are expected to:

a) participate in OHS training, including an induction process upon commencement of employment;

b) participate in OHS meetings;

c) accept directions from their supervisor in respect of OHS issues; and

d) identify any unsafe practices and report these to their supervisor.

41.4 Employees who do not accept the supervisor’s reasonable directions or who deliberately participate in unsafe practices causing injury to themselves or others will be given counselling and a formal warning.

41.5 Employees who receive more than one warning in respect of work health and safety matters, which together constitute serious misconduct, during the life of this Agreement may have their employment terminated.

41.6 Serious breaches of work health and safety policies will be grounds for a finding of serious and wilful misconduct. UWSELL will be entitled to terminate the employment of an employee without notice.

41.7 UWSELL will provide employees with the appropriate protective clothing in respect of the particular work the employee is required to undertake.

41.8 First Aid Certificate

All employees, except Cooks and Administrators, will be required to obtain and maintain an approved Senior First Aid Certificate and UWSELL will pay for and arrange training in work time for staff to enable them to obtain and maintain this certificate.

42. Professional development

42.1 UWSELL is committed to encouraging and enabling ongoing professional development and career development and training where possible and will advise employees about opportunities available.

42.2 Employees should undertake such training and retraining as required by UWSELL.

42.3 Where training is undertaken at UWSELL’s request:

a) the employee concerned shall not suffer any loss of ordinary pay for attending the training;

b) costs associated with standard fees for prescribed courses and prescribed textbooks (excluding those textbooks which are available in UWSELL’s library) incurred in connection with the undertaking of training shall be reimbursed by UWSELL upon production of evidence of such expenditure. Provided that reimbursement shall also be on an annual basis subject to the presentation of reports of satisfactory progress;

c) travel costs incurred by an employee undertaking training in accordance with this clause which exceed those normally incurred in travelling to and from work shall be reimbursed by UWSELL.

43. Outside work

During the term of employment with UWSELL, a full time employee may only perform outside work with prior consent in writing from UWSELL, provided that consent will not be unreasonably withheld. When assessing the application, consideration will be given to hours and nature of the work performed.

44. Programming time and director administration time

44.1 All primary contact staff (senior educators/educators) shall receive noncontact time to perform programming and planning duties of 2 hours per week where they are not required to supervise children.

44.2 Directors shall receive a minimum of 2 days non-contact time per week to perform administrative duties.

44.3 Where the Educational Leader is not the Director, the employee will receive an additional 2 hours per week to oversee the centre program. The parties agree to meet to review this provision (regarding the education leader and whether two hours covers the responsibilities involved) by the
end of 2012 with a guarantee not to decrease this allocation below two hours.

44.4 Wherever possible non-contact time should be rostered in advance.

45. Right of access by unions

45.1 Union officials will have access to hold a meeting with staff at the beginning or end of a Centre’s staff meeting on an annual basis at each worksite for consultation meetings at a time mutually agreed with the Centre Director.

45.2 Union officials may enter UWSELL services premises for any purpose connected to this Agreement including consultation with persons covered by the agreement about their rights and obligations under the agreement, the operation of the agreement, to deal with disputes arising under the agreement, to consult with employees about the negotiation of a replacement agreement and for any other purpose connected to the work of the employees covered by this agreement.

45.3 Provided that unless otherwise agreed with the Centre Director, access to the premises in relation to (a) and (b) shall not take place in early childhood services when staff are performing face-to-face contact duties with children.
46. Display of agreement

UWSELL shall provide a current copy of this Agreement in an accessible place in each of its workplaces and will provide a copy of the agreement to new Employees upon engagement.

PART G – Performance and discipline

47. Managing performance issues

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

47.2 Where a problem arises with respect to an employee’s performance of their duties, the supervisor shall discuss the problem with the employee, who will be given an opportunity to respond. The supervisor will:
   a) clearly identify the problem;
   b) clearly outline their expectations;
   c) set a reasonable period of time for the problem to be rectified;
   d) provide a review period at the end of the time period; and
   e) note the results of the meeting in a diary note.

47.3 Following this discussion with the employee, the supervisor may also determine that the employee will not receive the normal incremental annual progression through the pay scale on their anniversary of service unless and until the performance of the employee is confirmed by the supervisor as being satisfactory, having been under a period of performance management.

47.4 If the problem continues to exist, then a formal warning should be given to the employee in writing. The warning will set out:
   a) what aspects of the employee’s performance needs to be improved;
   b) what should be done to rectify the problem;
   c) what assistance will be provided;
   d) a specified period for review; and
   e) the action already taken by the supervisor and what further action may be taken if the performance problem is not rectified.

47.5 If the specified problem(s) are not rectified, the Operations Manager shall give the employee a final warning. This may be in writing or issued in the presence of a witness specifying the process already taken by the supervisor and the fact that, if the performance of the employee does not improve, their employment will be terminated. The Operations Manager shall identify the performance problem(s), the supervisor’s expectations, the steps required to rectify the problems and a time period for review.

47.6 The operations manager shall note the details of the warning in a diary note.

47.7 Where an employee’s performance improves as a result of a review period,

47.8 the supervisor shall notify the employee that the period of review is completed and that the required improvement in the employee’s performance has been achieved.

47.9 The supervisor and employee are entitled to have a witness present at any step in the process and may be represented by a union or an industrial organisation of employers.

47.10 UWSELL has the right to dismiss an employee summarily for
misrepresentation, neglect of duty or serious misconduct.

PART H – Termination of employment

48. Notice of termination of employment

48.1 Except as provided in clause 48.4, termination of employment or resignation shall not occur without the giving of notice or payment in lieu, in accordance with the following periods:

a) Administrators, Senior Educators and Directors at least 4 weeks' written notice.

b) Casual employees – one hour's notice, or the payment or forfeiture of one hour's pay (subject to the requirement to pay a minimum of two hours pay for each engagement), as the case may be.

c) All other staff:
   i) Up to 3 years continuous service - At least 2 weeks' notice.
   ii) More than 3 years but less than 5 years service - At least 3 weeks' notice.
   iii) 5 years service or more - at least 4 weeks' notice

d) For all staff:
   i) For an employee who is over 45 years old and has completed at least 2 years of continuous service with UWSELL an additional one week period of notice is given.

48.2 The employment of a Fixed Term Employee shall cease on the date specified in the employment contract, unless the employment has been terminated previously in accordance with Clause 47 (Managing Performance). If the employment of a Fixed Term Employee is terminated by UWSELL before the end date of the fixed term, for any reason, other than serious and wilful misconduct, UWSELL must pay the remainder of the contract out.

48.3 The employment of an employee in the probationary period may be terminated with two weeks' notice provided by either party, in accordance with Clause 40 (probation) of this Agreement.

48.4 Nothing in this agreement shall affect the right of UWSELL to dismiss an employee without notice where the employee is guilty of serious misconduct. For the purposes of this clause, serious misconduct includes, but is not limited to - wilful or deliberate behaviour by an employee that is inconsistent with the continuation of the contract of employment, including:

a) fraud (including falsifying time records), or

b) assault, or

c) the employee being intoxicated at work, or

d) the employee refusing to carry out a lawful and reasonable instruction that is consistent with the employee's contract of employment, or

e) conduct that causes imminent and serious risk to the health or safety of a person, child or employee, or the reputation, viability or profitability of UWSELL's business.

48.5 Upon termination of employment, the employee shall immediately return all documents, publications, manuals and other property, which are in the staff member’s possession as a consequence of their employment.

48.6 Upon request by the employee, the supervisor shall provide the employee with a signed statement of service upon termination. The statement shall certify the period of starting and ceasing employment and the type of work that the employee was required to perform.

48.7 If the employment of an employee is terminated either at the initiative of UWSELL or the employee before the notice period expires, the employee will remain entitled to the same benefits and payments they would have received under this clause had the employee remained in employment until the expiry of such notice. Provided that where the employee terminates their employment during the notice period, they will not be entitled
to a payment in lieu of notice.

PART I – Miscellaneous conditions

49. Job sharing

49.1 General Employment Conditions
A job share position shall only be created by mutual agreement between UWSELL and the employee occupying the position to be job shared.

49.2 Subject to the provisions of clause 49.8 relating to overtime, job sharers will be employed on pro-rata hours, wages and conditions for the relevant classification or grade of the position filled.

49.3 Before any job sharing arrangements are approved, UWSELL shall provide each prospective job sharer with a copy of this clause and obtain her or his acceptance of the job share position to be worked.

49.4 Job sharers will discuss with UWSELL arrangements to determine how the job is to be split and agree the hours to be worked by each job sharer including the arrangements to be adopted when one job sharer is absent.

49.5 Where a job share position is of a specific duration and instead of being filled by two existing employees an additional employee must be engaged to share the position, such additional employee shall be advised that the position is only available for the duration sought and approved.

49.6 Hours of Duty
The hours of work of job sharers shall be worked in accordance with clause 33 (Ordinary hours of duty) of this Agreement.

49.7 The hours of job sharers once established will not be changed except by mutual consent of both the job sharers and UWSELL or subject to the operational requirement of the centre. Where UWSELL is required to change a job sharers hours because of the operational requirement of the centre, UWSELL shall give the job share employees notice in accordance with clause 49.1 of this Agreement.

49.8 The total weekly hours of job sharers of a full-time position shall not exceed an average of 38 hours per week to be worked in accordance with clause 32 (Ordinary hours of duty) or to be paid overtime in accordance with clause 34 (Overtime), of this Agreement.

49.9 Job Sharers shall not be entitled to accrue credits towards rostered days off provided for under clause 36 (Flexible Hours Options).

49.10 Leave
Job sharers shall be entitled to all leave provisions available under this Agreement on a pro rata basis.

49.11 Job sharers may take annual leave or other leave at the same time or separately.

49.12 Job sharers may be asked and may agree to cover for the absences of the other job share employees. Such coverage may be either for part of the absence or for the full period.

49.13 All leave arrangements wherever possible will be made by mutual agreement between both job sharers and UWSELL.

49.14 Where a job share employee agrees to cover for the other job share employee whilst he or she is on leave, they shall be paid at ordinary rates for the extra days or extra hours worked subject - to the provisions of clause 49.15 of this subclause.

49.15 Where the absence of one job sharer on leave is covered by the other job sharer the aggregate number of hours worked shall not exceed those of a full-time employee without the payment of overtime.

49.16 Termination of Employment
The position of a job sharer may be terminated in accordance with the relevant provisions of this Agreement.

49.17 Where one job sharer has been terminated, the position of the remaining job sharer shall not be prejudiced.

49.18 Where one job-sharer has been terminated, the position may be filled internally or externally provided that any replacement employee is advised of the job share nature of the position and particularly when the position is of a specific duration,
or the remaining job-sharer may be offered the option of occupying the full position on a continuing basis.

Schedule 1 – Classifications of Positions

1. General

1.1 UWSELL shall determine the appropriate classification for each position having regard to the needs of the service. UWSELL may choose not to appoint anyone to a particular classification in the Agreement, subject to the provisions of legislation related to working with children protection (the Education and Care Services National Law (2011), Education and Care Services National Regulations, the NSW Commission for Children and Young People Act 1998 and successor legislation).

1.2 An employee will be appointed to the position and the corresponding classification in this Agreement having regard to the duties required by UWSELL to be undertaken by the employee, the qualifications of the employee and the employee’s length of service:
   a) with UWSELL,
   b) with the predecessor owners of the UWSELL centres and
   c) with other employers recognised by UWSELL for ‘other recognised service’ in clause 1.3 below.

1.3 ‘Other recognised service’ for the purpose of determining the commencing step in the salary scale means:

   For senior educators
   a) teaching experience in preschools, kindergartens, early intervention services, long day care centres and other similar services
   b) teaching experience of children from four to eight years (or in the infants department) of a registered school
   c) service as lecturer in early childhood education or development, or as a child development officer or equivalent
   d) service as a unqualified or diploma qualified childcare employee including service as a Family Day Care carer at the rate of one year for every three years service up to a maximum of four year.

For recognition of the service which was casual or part time employment the equivalent of a full time teaching year is equal to 240 days teaching:

For other staff
a) For an Advanced Educator: A period of service as a:
   i) lecturer in early childhood education or child development,
   ii) child development officer,
   iii) a Family Day Care Co-ordinator or equivalent
   iv) a carer in the child care industry, including service as a Family Day Care carer (as recognised under State Government Regulations) or a Child Care Certificate worker or equivalent shall be recognised as service at the rate of one increment for each completed year of service, based on full-time equivalent service

   b) For other staff: a period of service in early childhood or childcare services for children aged 0-12 years at the rate of one increment for each completed year of service, based on full-time equivalent service.

   c) The amount of service of a casual employee shall be calculated by reference to the ratio which the number of days (or equivalent) worked by the employee in any year bears to the normal number of days worked by a full-time employee at that workplace in the same year.

   d) When calculating employment for the purposes of this clause, one year of employment may be deducted for every period of five year’s absence from early childhood education and care services.

1.4 For the purpose of this clause, any employee, if required by UWSELL, shall upon engagement establish to the satisfaction of UWSELL, the length of his or her teaching service with any employer other than UWSELL.

1.5 The employee shall progress thereafter through the steps in their applicable salary scale in accordance with the Agreement. Progression through the steps of each classification in this clause for part-time and casual employees shall be based on full-time equivalent service

1.6 An employee may apply for a higher classification when a position becomes available in the service subject to the employee possessing the requisite qualifications and appropriate selection procedures for the particular service being followed.

1.7 An employee may be required to perform duties not listed in the classification level as required by UWSELL as are within the knowledge, skills and capabilities of the employee, including duties at a lower classification provided this does not promote de-skilling.

2. Classification categories

2.1 Each employee shall be classified by UWSELL into one of the following positions:

   a) Support Worker
   b) Cook
   c) Qualified Cook
   d) Administrative Support Worker (levels 1-4)
   e) Administrator/ Administrative Support Worker (level 5)
2.2 Where UWSELL seeks to create and appoint to a position which is not covered in the classification 2.1 (a)-(k), it shall classify and pay the employee at a rate which is proportionate to the nearest classified position based on the skills, effort and responsibility required and provided further that it is no less than the relevant award rate for such a position.

2.3 Support Worker means an employee appointed by UWSELL to perform some or all of the following duties:

i) assisting a qualified cook;
ii) laundry work; cleaning; gardening;
iii) cooking (where the employee is unqualified);
iv) driving (as part of other duties);
v) handy work; and
vi) other duties as required by UWSELL as are within the knowledge, skills and capabilities of the carer, including duties at a higher classification; provided that this does not promote de-skilling.

2.4 Qualified Cook means an employee who holds basic qualifications in cooking, and who is appointed by the employer to cook meals in the service. An employee in this classification may be required by the employer to perform other duties as required by the employer as are within the knowledge, skills and capabilities of the employee including duties at a higher or lower classification; provided that this does not promote de-skilling.

2.5 Administrative Support Worker Level 1 means an administrative employee who:

i) may work under direct supervision with regular checking of progress.
ii) applies knowledge and skills to a limited range of tasks. The choice of actions required is clear.
iii) usually performs work within established routines, methods and procedures that are predictable, and which may require the exercise of limited discretion.

2.6 Administrative Support Worker Level 2 means an administrative employee who:

i) may work under routine supervision with intermittent checking.
ii) applies knowledge and skills to a range of tasks. The choice of actions required is usually clear, with limited complexity in the choice.
iii) performs work within established routines, methods and procedures, which involve the exercise of some discretion and minor decision making.

2.7 Administrative Support Worker Level 3 means an administrative employee who:

i) may work under limited supervision with checking related to overall progress.
ii) may be responsible for the work of others and may be required to co-ordinate such work.
iii) applies knowledge with depth in some areas and a broad range of skills. Usually work will be performed within routines, methods and procedures where some discretion and judgement is required.

2.8 Administrative Support Worker Level 4 means an administrative employee who:

i) may be required to work without supervision, with general guidance on progress and outcomes sought. Responsibility for the organisation of the work of others may be involved.
ii) applies knowledge with depth in some areas and a broad range of skills. There is a wide range of tasks, and the range and choice of actions required will usually be complex.
iii) applies competencies usually applied within routines, methods and procedures where discretion and judgement is required, for both self and others.

2.9 Administrator/Administrator Level 5 means an employee who is responsible to the Centre Director of a service and Operations Manager for the smooth functioning of administrative functions of UWSELL.

The employee:

i) may be supervised by professional staff and may be responsible for the planning and management and evaluation of the work of others.
ii) applies knowledge with substantial depth in some areas, and a range of skills, which may be varied or highly specific. The employee may receive assistance with specific problems.
iii) applies knowledge and skills independently and non-routinely. Judgement and initiative are required.

An employee at this level will be responsible for:

i) maintaining accurate child care fee accounts in accordance with all relevant legislation,
ii) the establishment and maintenance of office systems,
iii reconciliation of accounts,
iv payment of creditor accounts, provision of accurate and timely information to the book keeper as required for financial statements,
v maintain petty cash and handle customer service enquiries on the phone and in person. The employee will work under limited supervision with checking related to overall progress and is expected to apply knowledge with depth in some areas and possess a broad range of skills.

2.10 Early Educator is a trainee engaged with a commitment to undertake and complete a certificate III in Children's Services qualification through TAFE or RTO under a workplace traineeship.

2.11 Educator means an employee who holds a Certificate III in Children’s Services and is appointed by UWSELL with the responsibility to contribute to the development, planning and implementation of the child care program. An employee at this level is responsible to the Centre Director of a service and may be responsible for the direction of other staff within the group for which they have responsibility.

An employee at this level may be required to perform the following duties:

i assume direct responsibility for the management of a group or groups of children;
ii liaise with parents as to needs of the children and the service;
iii maintain appropriate and up-to-date records;
iv ensure that programs are planned, implemented and evaluated for each child in their care; ensure that all regulations, licensing guidelines, service policies and procedures are observed;
v incidental cleaning and administrative duties

An employee at this level is required to possess and maintain a current first aid certificate recognised under the Children (Education and Care Services National Law Application) Act 2010 as amended, and administer first aid as required.

2.12 Advanced Educator means a qualified carer who holds a Diploma in Children’s Services, an Associate Diploma in Social Science (Child Studies) from TAFE or equivalent qualifications which are recognised under the Children’s Services National Law Application) Act 2010 as amended. An employee at this level is appointed by UWSELL with the responsibility to develop, plan and implement the child care program. An employee at this level is responsible to the Centre Director of a service and may be responsible for the direction of other staff within the group for which they have responsibility.

An employee at this level may be required to perform the following duties:

i assume direct responsibility for the management of a group or groups of children; liaise with parents as to needs of the children and the service; maintain appropriate and up-to-date records;
ii ensure that programs are planned, implemented and evaluated for each child in their care;
iii ensure that all regulations, licensing guidelines; service policies and procedures are observed; carry out administrative duties which relate to effective room management and child care responsibilities.

An employee at this level is required to possess and maintain a current first aid certificate recognised under the Education and Care Services National Regulations 2011 as amended, and administer first aid as required.

An employee at this level is required to obtain approval as a Certified Supervisor as per the Education and Care Services National Regulations 2011 as amended from time to time.

2.13 Senior Educator means a qualified teacher who holds a Bachelor in Teaching and/or Early Childhood Education who is a three or four year trained teachers as defined below:

a) Three Years Senior Educator

Three Years Trained Teacher means:

i a teacher who has satisfactorily completed a Three Years fulltime course of study in Early Childhood Education at a Recognised Teacher Training Institution; or
ii a teacher who is a graduate in Education (four years full-time course); or

b) Four Years Senior Educator means:

i a teacher who has satisfactorily completed a Three Years fulltime course of study in Early Childhood Education at a Recognised Teacher Training Institution; or
ii a teacher who is a graduate in Education (four years full-time course); or
iii a teacher who is a graduate and who holds a Diploma in Education from a recognised University or Recognised Teacher Training Institution; or

iv a teacher who is a graduate and who has in addition satisfactorily completed a course of study at Category PG1 Level; or

v a teacher who was employed as a Four Years Trained Teacher as at 1st January, 1985; or

vi a teacher who has acquired other equivalent qualifications; or

vii a four year Primary School trained teacher who has been recognised as equivalent by the New South Wales Department of Community Services.

A Senior Educator is required to obtain approval as a Certified Supervisor as per the Education and Care Services National Regulations 2011 as amended from time to time.

An employee at this level is required to:

i assume direct responsibility for the management of a group or groups of children; liaise with parents as to needs of the children and the service; maintain appropriate and up-to-date records;

ii ensure that programs are planned, implemented and evaluated for each child in their care;

iii ensure that all regulations, licensing guidelines; service policies and procedures are observed; carry out administrative duties which relate to effective room management and child care responsibilities.

2.14 Centre Director means the Senior or Advanced Educator who is responsible for the day to day operation and management of the Early Childhood Services Centre and who holds: a Bachelor of Teaching and/or Early childhood Education; or a Diploma in Children’s Services and is working towards a Bachelor qualification.

2.12 The Director is responsible for:

i assuming direct responsibility to ensure the centre’s compliance with the Education and Care National Regulations and National Quality Framework;

ii direct responsibility for management of staff employed within the centre;

iii guide and support a team which provides high quality early childhood education and care managing and monitoring the financial operations of the centre.

3. Re-classification – Three Year Trained Senior Educator

3.1 Where a three year trained senior educator completes a course which entitles them to be recognised as a four year trained senior educator, the employee will be eligible to transfer to the salary scale applicable to that higher classified position. This recognition is subject to providing evidence of the conferral of the applicable diploma, degree or equivalent course completion to their Supervisor.

3.2 The employee will be transferred to the salary scale for the higher classified position from the next pay period following provision of the evidence to the Supervisor on the basis of transferring to step on the new pay scale which nearest to but no less than their current pay rate. The employee shall thereafter commence through the new pay scale on the basis of annual increment using their existing increment date.
### SCHEDULE 2 – WAGE RATES

<table>
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<th>Classification</th>
<th>Step</th>
<th>Start Date</th>
<th>Annual Salary $</th>
<th>Hourly Rate</th>
<th>Casual Hourly Rate (incl 25% Loading)</th>
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<tr>
<td><strong>Support Worker</strong></td>
<td>1</td>
<td>1/10/2012</td>
<td>34,358</td>
<td>17.34</td>
<td>22.77</td>
</tr>
<tr>
<td></td>
<td>2</td>
<td>1/10/2013</td>
<td>34,981</td>
<td>17.65</td>
<td>23.18</td>
</tr>
<tr>
<td></td>
<td>3</td>
<td>1/10/2014</td>
<td>35,609</td>
<td>18.06</td>
<td>23.61</td>
</tr>
<tr>
<td><strong>Qualified Cook</strong></td>
<td>1</td>
<td>1/10/2012</td>
<td>35,693</td>
<td>18.01</td>
<td>23.58</td>
</tr>
<tr>
<td></td>
<td>2</td>
<td>1/10/2013</td>
<td>36,314</td>
<td>18.35</td>
<td>24.11</td>
</tr>
<tr>
<td></td>
<td>3</td>
<td>1/10/2014</td>
<td>36,930</td>
<td>18.69</td>
<td>24.88</td>
</tr>
<tr>
<td><strong>Admin Officer</strong></td>
<td>1</td>
<td>1/10/2012</td>
<td>36,399</td>
<td>18.06</td>
<td>23.61</td>
</tr>
<tr>
<td></td>
<td>2</td>
<td>1/10/2013</td>
<td>37,020</td>
<td>18.35</td>
<td>24.11</td>
</tr>
<tr>
<td></td>
<td>3</td>
<td>1/10/2014</td>
<td>37,641</td>
<td>18.69</td>
<td>24.88</td>
</tr>
<tr>
<td><strong>Educator (Cert III)</strong></td>
<td>1</td>
<td>1/10/2012</td>
<td>41,514</td>
<td>20.95</td>
<td>26.19</td>
</tr>
<tr>
<td></td>
<td>2</td>
<td>1/10/2013</td>
<td>42,376</td>
<td>21.39</td>
<td>26.63</td>
</tr>
<tr>
<td></td>
<td>3</td>
<td>1/10/2014</td>
<td>43,233</td>
<td>21.84</td>
<td>27.18</td>
</tr>
<tr>
<td><strong>Advanced Educator (Diploma)</strong></td>
<td>1</td>
<td>1/10/2012</td>
<td>44,453</td>
<td>22.43</td>
<td>27.83</td>
</tr>
<tr>
<td></td>
<td>2</td>
<td>1/10/2013</td>
<td>45,379</td>
<td>22.87</td>
<td>28.28</td>
</tr>
<tr>
<td></td>
<td>3</td>
<td>1/10/2014</td>
<td>46,345</td>
<td>23.31</td>
<td>28.72</td>
</tr>
<tr>
<td><strong>3 Year Trained Senior Educator (ECT)</strong></td>
<td>1</td>
<td>1/10/2012</td>
<td>49,474</td>
<td>24.97</td>
<td>30.36</td>
</tr>
<tr>
<td></td>
<td>2</td>
<td>1/10/2013</td>
<td>51,040</td>
<td>25.54</td>
<td>30.99</td>
</tr>
<tr>
<td></td>
<td>3</td>
<td>1/10/2014</td>
<td>52,670</td>
<td>26.11</td>
<td>31.68</td>
</tr>
</tbody>
</table>

*Effective from the first pay period commencing after the FWA approval of the Agreement in 2012.*
## SCHEDULE 2 – WAGE RATES

<table>
<thead>
<tr>
<th>Classification</th>
<th>Rate as per Unique Kids</th>
<th>1.5% increase</th>
<th>3.5% increase</th>
<th>3.5% increase</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Annual salary $</td>
<td>Hourly Rate $</td>
<td>Casual Hourly Rate (incl 25% Loading)</td>
<td>Annual salary $</td>
</tr>
<tr>
<td>4 Year Trained Senior Educator (ECT)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Step</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>52,597</td>
<td>26.54</td>
<td>33.18</td>
<td>53,386</td>
</tr>
<tr>
<td>2</td>
<td>55,830</td>
<td>28.18</td>
<td>35.22</td>
<td>56,667</td>
</tr>
<tr>
<td>3</td>
<td>59,008</td>
<td>29.78</td>
<td>37.23</td>
<td>59,893</td>
</tr>
<tr>
<td>4</td>
<td>62,459</td>
<td>31.52</td>
<td>39.40</td>
<td>63,396</td>
</tr>
<tr>
<td>5</td>
<td>65,692</td>
<td>33.15</td>
<td>41.44</td>
<td>66,677</td>
</tr>
<tr>
<td>6</td>
<td>68,431</td>
<td>34.54</td>
<td>43.17</td>
<td>69,457</td>
</tr>
<tr>
<td>7</td>
<td>71,171</td>
<td>35.92</td>
<td>44.90</td>
<td>72,239</td>
</tr>
<tr>
<td>8</td>
<td>74,239</td>
<td>37.47</td>
<td>46.83</td>
<td>75,353</td>
</tr>
<tr>
<td>9</td>
<td>77,252</td>
<td>38.99</td>
<td>48.73</td>
<td>78,411</td>
</tr>
<tr>
<td>Director’s Allowance</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1 unit</td>
<td>9,824</td>
<td>4.96</td>
<td>9,971</td>
<td>5.03</td>
</tr>
<tr>
<td>2 unit</td>
<td>11,571</td>
<td>5.84</td>
<td>11,745</td>
<td>5.93</td>
</tr>
<tr>
<td>3 unit</td>
<td>13,761</td>
<td>6.94</td>
<td>13,967</td>
<td>7.05</td>
</tr>
<tr>
<td>4 unit</td>
<td>14,812</td>
<td>7.48</td>
<td>15,034</td>
<td>7.59</td>
</tr>
<tr>
<td>Early Educator (trainee)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
| Is paid in accordance with the Schedule D - National Training Wage of the Children’s Services Award 2010 or successor award or legislation.
The above salaries and pay rates have been calculated on the following basis:

4. Casual pay rates

4.1 The hourly pay rate for casual employees provided in the Table is the relevant classification divided by 38 hour week plus a 25% loading. The applicable step is based on years of full-time equivalent service.

4.2 The maximum hourly pay rate for casual senior educator shall be:

<table>
<thead>
<tr>
<th>Three Years Trained</th>
<th>Fourth Step</th>
</tr>
</thead>
<tbody>
<tr>
<td>Four Years Trained</td>
<td>Fourth Step</td>
</tr>
</tbody>
</table>

Senior Educators

Three Years Trained Senior Educator

i A Three Years Trained Senior Educator shall commence on Step 1 of the scale and progress according to normal years of service to Step 11 of the scale.

ii A Three Years Trained Senior Educator who, as at 1 February 1991, has completed eight or more years of full-time service, or its part-time equivalent, shall progress to Step 9 of the scale with retention of normal incremental date, and shall thereafter progress according to normal years of service to Step 11 of the scale.

iii A Three Years Trained Senior Educator being paid on Steps 1 to 10 of the scale who, by further study satisfactorily completes the equivalent of one third of degree course, shall receive a salary advance of one increment with retention of incremental date and shall thereafter progress in accordance with normal years of service to Step 11 of the scale.

Four Years Trained Senior Educator

i A Four Years Trained Senior Educator shall commence on Step 1 of the scale and progress, according to normal years of full-time service as a teacher in early childhood education services for children aged up to 8 years whether conducted by UWSELL or not, to Step 9 of the scale.

ii A Four Years Trained Senior Educator who, as at 1 February 1991, has completed eight or more years of full-time service, or its part-time equivalent, shall progress to Step 9 of the scale with retention of normal incremental date.

Part-Time and Fixed Term Senior Educator

i A part-time Senior Educator, including a fixed term part-time Senior Educator, shall be paid at the same rate as a full-time Senior Educator with the corresponding classification, but in that proportion which the teachers normal hours of attendance bears to the hours which a full-time Senior Educator at a Full Day Care Centre is normally required to attend.

ii A fixed term full-time Senior Educator shall be paid at the same rate as that prescribed for a full-time Senior Educator with the corresponding classification.
Schedule 3 – Casual Employee Conversion

5. Objectives of this schedule

The objective of this schedule is for UWSSELL to take all reasonable steps to provide its employees with secure employment by maximising the number of continuing positions in UWSSELL’s workforce, in particular by ensuring that casual employees have an opportunity to elect to become full-time or part-time employees.

6. Casual conversion

a) A casual employee engaged by a particular employer on a regular and systematic basis for a sequence of periods of employment under this Agreement during a calendar period of six months shall thereafter have the right to elect to have his or her ongoing contract of employment converted to continuing full-time employment or part-time employment if the employment is to continue beyond the conversion process prescribed by this subclause.

b) UWSSELL shall give the employee notice in writing of the provisions of this sub-clause within four weeks of the employee having attained such period of six months. However, the employee retains his or her right of election under this subclause if UWSSELL fails to comply with this notice requirement.

c) Any casual employee who has a right to elect under paragraph (a), upon receiving notice under paragraph (b) or after the expiry of the time for giving such notice, may give four weeks’ notice in writing to UWSSELL that he or she seeks to elect to convert his or her ongoing contract of employment to full-time or part-time employment, and within four weeks of receiving such notice from the employee, UWSSELL shall consent to or refuse the election, but shall not unreasonably so refuse. Where UWSSELL refuses an election to convert, the reasons for doing so shall be fully stated and discussed with the employee concerned, and a genuine attempt shall be made to reach agreement. Any dispute about a refusal of an election to convert an ongoing contract of employment shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.

d) Any casual employee who does not, within four weeks of receiving written notice from UWSSELL, elect to convert his or her ongoing contract of employment to full-time employment or part-time employment will be deemed to have elected against any such conversion.

e) Once a casual employee has elected to become and been converted to a full-time employee or a part-time employee, the employee may only revert to casual employment by written agreement with UWSSELL.

f) If a casual employee has elected to have his or her contract of employment converted to full-time or part-time employment in accordance with paragraph (c), UWSSELL and the employee shall, in accordance with this paragraph, and subject to paragraph (c), discuss and agree upon:

i) whether the employee will convert to full-time or part-time employment; and

ii) if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked either consistent with any other part-time employment provisions of this agreement. Provided that an employee who has worked on a full-time basis throughout the period of casual employment has the right to elect to convert his or her contract of employment to full-time employment and an employee who has worked on a part-time basis during the period of casual employment has the right to elect to convert his or her contract of employment to part-time employment, on the basis of the same number of hours and times of work as previously worked, unless other arrangements are agreed between UWSSELL and the employee.

g) Following an agreement being reached pursuant to paragraph (f), the employee shall convert to full-time or part-time employment. If there is any dispute about the arrangements to apply to an employee converting from casual employment to full-time or part-time employment, it shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.

h) An employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this subclause.

i) The above mentioned casual conversion clause will not apply to persons who perform work pursuant to the Technical and Further Education Commission Act 1990 or successor legislation.
Schedule 4 – Allowances

The following allowances shall apply in accordance with the provisions of the relevant clause of this Agreement and the rate shall take effect from the beginning of the first full pay period commencing on or after the date specified in each column:

<table>
<thead>
<tr>
<th>Allowance</th>
<th>Clause number</th>
<th>Effective from the first pay period commencing after the FWA approval of the Agreement in 2012 ($)</th>
<th>1 October 2012 1.5% increase ($)</th>
<th>1 October 2013 3.5% increase ($)</th>
<th>1 October 2014 3.5% increase ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Director Unit 1/ Hour</td>
<td>14</td>
<td>4.96</td>
<td>5.03</td>
<td>5.21</td>
<td>5.39</td>
</tr>
<tr>
<td>Director Unit 2/ Hour</td>
<td>14</td>
<td>5.84</td>
<td>5.92</td>
<td>6.13</td>
<td>6.35</td>
</tr>
<tr>
<td>Director Unit 3/ Hour</td>
<td>14</td>
<td>6.94</td>
<td>7.05</td>
<td>7.30</td>
<td>7.55</td>
</tr>
<tr>
<td>Director Unit 4/ Hour</td>
<td>14</td>
<td>7.48</td>
<td>7.59</td>
<td>7.85</td>
<td>8.13</td>
</tr>
<tr>
<td>Use of personal vehicle</td>
<td>15.2</td>
<td>$0.74 per kilometre or the maximum amount allowed by the ATO (whichever is greater)</td>
<td>$0.74 per kilometre or the maximum amount allowed by the ATO (whichever is greater)</td>
<td>$0.74 per kilometre or the maximum amount allowed by the ATO (whichever is greater)</td>
<td>$0.74 per kilometre or the maximum amount allowed by the ATO (whichever is greater)</td>
</tr>
<tr>
<td>Meal</td>
<td>16</td>
<td>10.60 / meal</td>
<td>11.13</td>
<td>11.52</td>
<td>11.92</td>
</tr>
</tbody>
</table>
Schedule 5 – Above Agreement Protected Conditions

The above-agreement conditions in each of the named Centres provided below will apply only to employees employed as at 1 December 2011 in those Centres. Those conditions will apply to the extent of any inconsistency with other provisions of this Agreement.

Unique kids childcare centre

1) Employees are entitled to accrue RDOs at the rate of one per month and to use them in blocks of up to 12 days for teachers.

2) Employees are entitled to paid parental leave at their normal salary (rather than equivalent to the Government Paid Maternity leave allowance in clause 25.5) of:
   - 12 months of service = an employee gets 2 weeks,
   - 24 months of service = 4 weeks,
   - 36 months of service onwards = 6 weeks.

3) Employees with children at the centre are able to swap their child’s days (if there is a spot available) if their days of work are temporarily changed (by swapping with another employee). All other families are required to give 2 weeks’ notice.

4) Employees other than teachers are entitled to one paid ‘Picnic Day’ to be taken during the Christmas closure period.

Djalarangi

1) Subject to completion of at least 12 months service, employees are entitled to paid parental leave at their normal salary (rather than equivalent to the Government Paid Maternity leave allowance in clause 25.5) of:
   a) 2 weeks for one year of service;
   b) 4 weeks for 2 years of service; and
   c) 6 weeks for 3 years service or more

2) This payment is subject to the employee returning to work within 12 months and repaying the sum if the employee does not work for 6 months or more on return.

The employee will be entitled to another period of paid parental leave for another birth subject to serving at least 12 months service on return before being entitled to next period of paid parental leave for another birth.

Hawkesbury

Employees are entitled to paid long service leave after 7 years continuous service on a pro-rata basis equivalent to one month per 5 years of service.

Milperra

In the event that Milperra Centre transfers its assets and liabilities to UWSELL, employees as at the date of that transfer shall be entitled to paid long service leave after 5 years continuous service on a pro-rata basis equivalent to one month per 5 years of service.

Nirimba

Employees other than teachers are entitled to one paid ‘Picnic Day’ to be taken during the Christmas closure period.

Employees with children at the centre are able to swap their child’s days (if there is a spot available) if their days of work are temporarily changed (by swapping with another employee). All other families are required to give 2 weeks’ notice.