

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA00/41

TITLE: Illawarra Children's Services (Training and Support Facilitator) Enterprise Agreement No. 1

I.R.C. NO. 99/2629

DATE APPROVED/COMMENCEMENT: 21 July 1999

TERM: 28 February 2001

NEW AGREEMENT OR VARIATION: New

GAZETTAL REFERENCE: 10 March 2000

DATE TERMINATED:

NUMBER OF PAGES: 10

COVERAGE/DESCRIPTION OF

EMPLOYEES: It applies to all staff employed as Training and Support Facilitators with the Training and Support Services Division of the Illawarra Children's Services Organisation.

PARTIES: Kim Luu, Lucy Ladic, Charmaine Bell, Christine Howe, Maria Villella, Lee Williams, Gloria Dalla Valee.

**ILLAWARRA CHILDREN'S SERVICES
(TRAINING AND SUPPORT SERVICE)**

ENTERPRISE AGREEMENT - 1999 to 2001

BETWEEN

ILLAWARRA CHILDREN'S SERVICES

AND

**TRAINING AND SUPPORT FACILITATOR
EMPLOYEES**

**Registered
Enterprise Agreement
Industrial Registrar**

1. TITLE OF AGREEMENT

This Agreement shall be known as Illawarra Children's Services (Training and Support Facilitator) Enterprise Agreement No.1.

2. ARRANGEMENT

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3. DEFINITIONS

- 3.1 Day Care - means Department of Community Services Funded Disabilities Support Program.
- 3.2 SUPS - means Department of Family and Community Services Funded Supplementary Services Program.
- 3.3 DET - means Department of Education And Training Intervention Support Program for Young Children with Disabilities
- 3.4 ICS - means The Illawarra Children's Services.
- 3.5 Existing Part-time and Full-time employees – means those employees regularly employed performing the tasks of training and Support Facilitators as of December 1998.

4. PARTIES BOUND

This Agreement shall apply to all staff employed as Training and Support Facilitators with the Training and Support Services Division of the Illawarra Children's Services Organisation (ICS).

5. OPERATION OF AGREEMENT

- 5.1 **This Agreement shall operate from the date of approval by the Industrial Registrar Relations Commission of NSW and shall remain in force until 28 February, 2001.**

<p>Registered Enterprise Agreement</p>

- 5.2 This Agreement shall be read in conjunction with the Miscellaneous Workers - Kindergartens and Child Care Centres, &c. (State) Award provided that where there are any inconsistency between this Agreement and the award or where this Agreement deals with a matter also dealt with in the award the provisions of this Agreement shall prevail to the extent of any inconsistency.

6. **PREAMBLE**

The aim of the Training and Support Facilitator is to facilitate increased access and participation in children's services for children with disabilities, children from diverse cultural backgrounds and from Aboriginal and Torres Strait Islander and Australian South Sea Islander backgrounds, through the promotion of an anti-bias philosophy, provision of resources, information, training and support to children's services staff and families.

- 6.1 The Training and Support Service Division operates in streams known as SUPS, DET and DAY CARE. The Illawarra Children's Services (ICS) aim is to bring those streams under one industrial instrument and to introduce classifications which will adequately reflect the work carried out by the Training and Support Facilitators employed by the ICS organisation. The parties agree that this Enterprise Agreement is subject to ongoing funding presently provided by the Department of Education and Training, the Department of Family and Community Services and the Department of Community Services which is reviewed annually.

- 6.2 This Enterprise Agreement shall amongst other things:

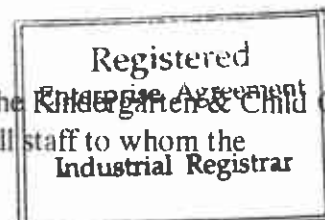
- Provide a structure that allows flexibility and efficiency measures to be implemented.
- Establish a framework in which the Illawarra Children's Services and Training and Support Facilitators can achieve ongoing improvements in productivity and efficiency.
- Establish a structure which acknowledges the level of skills provided by Training and Support Facilitators.
- Provide a degree of certainty and financial benefit subject to ongoing funding.

- 6.3 This Agreement reinforces the commitment of the parties to the process of continuous improvement, workplace bargaining and reform. The parties are also committed wherever possible to enhancing career opportunities and job security subject to continued funding.

7. **SALARIES**

7.1 **Salary Changes**

- 7.1.1 The salary will *Total* 10% above the rates prescribed by the Kindergartens & Child Care Centres (State) Award (as varied from time to time) for all staff to whom the



Agreement applies. The first 5% above the award was paid on 4 January 1999 and back dated to 1st July 1998. The second 5% will be paid from the date of approval of the Illawarra Children's Services (Training and Support Facilitator) Enterprise Agreement by the Industrial Relations Commission of New South Wales.

- 7.1.2 Notwithstanding any provision of this Agreement, no employee shall be paid a rate less than that which, but for the operation of this Agreement, would be payable under an Award of the Industrial Relations Commission of NSW which the parties to this Agreement are bound.

7.2 Salary Structure

- 7.2.1 The objective of the salary structure is to ensure Training and Support Facilitators who are of comparable experience and who perform similar tasks receive equitable remuneration.
- 7.2.2 The rates of pay for both Training and Support Facilitator Grade 1 and Project Officer Grade 2 (as defined) in sub-clauses 8.1.2 and 8.1.3 are shown in Attachment A.

8. CLASSIFICATION STRUCTURE

8.1 Classification Criteria

- 8.1.1 The employer shall determine the appropriate classification for each position in the service having regard to the needs of the service.
- 8.1.2 Training and Support Facilitator/Project Officer Grade 2 - An employee at this level shall meet all of the requirements of a Training and Support Facilitator Grade 1 (as defined) in clause 8.1.3 and may be required to carry out the duties of a Training and Support Facilitator together with the following:
- Monitor workplan objectives, reporting progress and issues to the Co-ordinator of the Training and Support Service Division.
 - Develop and implement tools which assist in collecting statistics for funding accountability.
 - Support Training and Support Facilitators through formal monthly support meetings (one on one), and informal resourcing. Report issues regarding work performance to the Co-ordinator.
 - In consultation with the Co-ordinator plan and implement strategies for improving quality of service delivery.
 - Approve acquisition of resources for the Library within budget guide lines.
 - Organise and attend regular team meetings.
 - Attend meetings and other relevant groups and committees.



8.1.3 Training and Support Facilitator Grade 1 - means a qualified Child Care Worker who holds the Associate Diploma in Social Science (Child Studies) from TAFE or equivalent qualifications which are recognised under the Children (Care and Protection) Act 1997 as amended with a minimum of 5 years practical experience working with children together with qualifications and experience in Adult Training or a commitment to acquire such qualifications (e.g. Workplace Trainer Category 1). An employee at this level is responsible to the Co-ordinator of the service under direction from the Project Officer. An employee at this level can be required by the employer to perform some or all of the following duties:

- Assist children's services staff in their development, implementation and evaluation of programs which promote anti-bias, inclusive strategies, attitudes and interactions through the provision of resources, information, training and support.
- Resource families and community groups with information, equipment, resources and publications in the area of anti-bias and inclusion.
- Develop, facilitate and evaluate training programs which meet the identified needs of the client groups.
- Liase with other professionals and groups (eg therapists) in the provision of appropriate referral and support for individual staff, families and children in children's services settings.
- Assist in the maintenance of a functional resource library, involving tasks such as borrowing and returning equipment, cataloguing, invoicing and computer work.
- Identify ICS service's needs for recommendation of the purchase of up to date and relevant reference material and equipment.
- Contribute to the content, publication and distribution of the newsletter and other Training and Support publications.
- Further develop professional skills and knowledge in the child care field by attending relevant conferences, inservices and training courses as approved and by keeping abreast of current theories and trends.
- Attend ICS meetings, and where required, Sub-Project Meetings (e.g. SUPS / DET Team Meetings) service staff meetings (eg, Service Centre Staff Meeting) and other Project presentations.
- Maintain a co-operative relationship and interact positively with all centre Directors, staff, families, children, management committees, the ICS Board, other professionals and community groups.
- Work together as part of a team to contribute to the overall development of ICS.



- Assist in the development of policies and procedures relevant to the Project funding, management guidelines and service delivery.
- Maintain accurate and up to date records and written reports relevant to the services provided by the Projects within funding guidelines and management policy.
- Assist the Co-ordinator and management in monitoring, evaluating and improving service delivery.
- Assist in the development of marketing strategies to promote service provision and attract potential users.
- Promote the ICS organisation in a professional manner.
- Undertake duties as required which relate to the operation of the Training and Support Projects, as delegated by the Co-ordinator.
- Participate positively in formal monthly meetings with the project officer.

9. CONDITIONS OF EMPLOYMENT

The parties have agreed to variations to the conditions of employment applying to Training and Support Facilitators. The amendments are set out below.

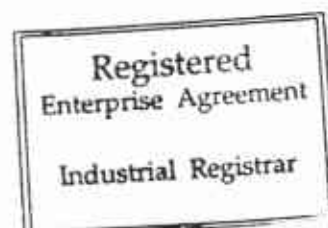
9.1 Hours of work

The hours of duty for Training and Support Facilitators employed in the Training and Support Service Division shall not exceed an average of 38 hours per week within a 4 week roster cycle without the payment of overtime.

9.2 Span of Hours

The ordinary hours of duty for full time employees employed as Training and Support Facilitators with the Illawarra Children's Services shall be:

- 9.2.1 40 hours per week (160 hours per 4 week cycle) exclusive of meal breaks to be worked between the hours of 8.00 am and 8.30 pm, Monday to Friday inclusive.
- 9.2.2 The above hours shall be worked on each day in shifts not exceeding eight hours without the payment of overtime (as defined in clause 9.3).
- 9.2.3 An employee shall accrue 2 hours per week or 0.4 of an hour(24 minutes) for each 8 hour shift worked to have an entitlement to an accrued rostered day off in each 4 week roster cycle as though worked.
- 9.2.4 Accrued rostered days off duty during the period January to June may be taken at a time mutually agreed between the employer and the employee. Accrued rostered days off



duty during the period July to December shall be accrued to a block of 6 days and taken during the December - January school holiday period.

- 9.2.5 This span of hours will operate on a trial basis for the duration of this Agreement and will not continue automatically to future agreements without review and consent by all parties.

9.3 Overtime

The parties agree that due to the nature of Training and Support Service provided to Child Care workers and families a core feature of employment will be the provision of this service at the conclusion of centre operating hours. It is further agreed that approved overtime occurring as a result of providing this service shall be taken as time in lieu at ordinary rates. Time off is to be taken in ordinary time once authorisation from the co-ordinator and or the Project Officer has been obtained. Facilitators employed in the Training and Support Service Division may not accumulate more than 24 hours for full time employees and 15 hours for part time employees. Equivalent time off shall be taken within the 4 week roster cycle, immediately following that in which the maximum accrued hours has been reached, unless agreement is issued in writing by the co-ordinator, project officer or other authorised management representative to the contrary.

- 9.3.1 The accrual of time in lieu hours as a result of agreed overtime together with stated maximums shall be recorded and treated separately by the organisation (ICS) to any hours which may be accrued by an employee as Rostered Time Off duty in relation to the implementation of a 38 hour week as defined in sub-clauses 9.2.3 and 9.2.4.

9.4 Annual Leave

- 9.4.1 The parties agree that with the exception of the existing full time employees all other employees shall be required to take annual leave entitlements during the December - January school holiday period.

- 9.4.2 Existing permanent part-time employees shall be required to take 3 of 4 weeks annual leave during the December-January school holiday period and the 4th week may be taken at a time mutually agreed between the employee and the employer.

- 9.4.3 The parties recognise that staff may make plans from time to time to take annual leave due to extenuating circumstances. Accordingly, the Illawarra Children's Service will give consideration to such applications based on merit.

9.5 Performance Planning

- 9.5.1 A Training and Support Facilitator employee shall develop and submit a work plan which sets out anticipated core activities at the commencement of each 4 week cycle for approval by the coordinator of the Training and Support Service Division. Changes to work plans may be submitted to the coordinator and/or other authorised management representative for approval on a needs basis within each 4 week cycle.

- 9.5.2 The existing annual review process will continue subject to continued funding.



9.5.3 Training and Support Facilitator employees who remain in ongoing employment as a result of continued funding will be entitled to accrue sick leave in accordance with the Kindergarten and Child Care Centres (State) Award for the duration of such funding.

9.6 Travel Expenses

For use of own vehicle in the performance of their duties an allowance shall be paid in accordance with the Australian Tax Office- Tax Pack.

10. PERFORMANCE OF DUTIES

The Illawarra Children's Services may direct an employee to carry out such duties as are within the limits of the employees skills, competence and training consistent with the classification of such employee and consistent with the Illawarra Children's Services responsibility to provide a safe and healthy working environment.

11. ENTERPRISE FLEXIBILITY

Without limiting the rights of any party to arbitration any measure designed to increase the flexibility of the Illawarra Children's Services Training and Support Division may be implemented subject to:

- Discussion between the parties affected by the changes sought who must genuinely agree to the change.
- The parties will not unreasonably oppose the implementation of flexibility changes supported by the majority of affected employees.
- The aim of such flexibility changes will be to fully acknowledge and utilise the skills and abilities of the Training and Support Facilitators employed within the Training and Support Service Division and to enhance the job satisfaction of employees.

12. CONSULTATION

The parties are committed to continued co-operation and to the continued regular consultative process already established.

13. REVIEW PROCESS

The parties agree that the implementation of this agreement will be subject to continuous review by the consultative committee.

14. RE-OPEN NEGOTIATIONS

During the term of this Agreement the parties agree not to pursue any further claims in relation to matters covered by this Agreement. Negotiations for further enterprise bargaining can commence from 1st October 2000 subject to ongoing funding.

Registered
Enterprise Agreement
Industrial Registrar

15. SIGNATORIES TO AGREEMENT

Signed on behalf of Illawarra Children's Services.

Print Name _____ Signed _____

Witnessed by _____ Date _____

Signed by employees of Illawarra Children's Services.

Print Name _____ Signed _____

Witnessed by _____ Date _____

Print Name _____ Signed _____

Witnessed by _____ Date _____

Print Name _____ Signed _____

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Witnessed by _____ Date _____



ATTACHMENT A

MONETARY RATES

TABLE 1 - RATES OF PAY

CLASSIFICATION TRAINING AND SUPPORT FACILITATOR	MINIMUM RATE PER WEEK \$
Project Officer/ Grade 2 (as defined in sub-clause 8.1.2)	Award rate* +10% +\$25 **
Training and Support Facilitator Grade 1 (as defined in sub-clause 8.1.3)	Award rate* +10%

* Award rate means the current rate prescribed by the Miscellaneous Workers Kindergarten & Child Care Centres (State) Award for Advanced Child Care Worker: Qualified.

**Project Officer/Grade 2 employees shall receive an administrative allowance of \$25.00 per week or \$5.00 per day which forms part of the base salary.



ATTACHMENT A

MONETARY RATES

TABLE 1 - RATES OF PAY

<i>CONDITIONS</i>	<i>AGREEMENT</i>	<i>MISCELLANEOUS WORKERS KINDERGARTEN AND CHILD CARE CENTRES & c. (STATE)</i>
Salaries	Training and support Facilitator G2 : 4 January 1999 Step 1 \$511.50 (Award + 5% + \$25) Step 2 \$520.60 " Step 3 \$529.80 " Date of Approval Step 1 \$534.60 (Award + 5% + \$25) Step 2 \$544.20 " Step 3 \$553.90 " Training and support Facilitator G1: 4 January Step 1 \$486.50 (Award + 5%) Step 2 \$495.60 " Step 3 \$504.80 " Date of Approval Step 1 \$509.60 (Award + 5%) Step 2 \$519.20 " Step 3 \$528.90 "	Child care Worker G1: Step 1 \$463.30 Step 2 \$472.00 Step 3 \$480.80

* Award rate means the current rate prescribed by the Miscellaneous Workers Kindergarten & Child Care Centres (State) Award for Advanced Child Care Worker: Qualified.

**Project Officer/Grade 2 employees shall receive an administrative allowance of \$25.00 per week or \$5.00 per day which forms part of the base salary.

Please Note: Should a salary increase occur in the award during the life of this agreement it is intended that the salary rate of this agreement shall at all times be 10 % above the award rate for the classifications described herein.

