

REGISTER OF
ENTERPRISE AGREEMENTS



ENTERPRISE AGREEMENT NO: EA97/157

TITLE: Sydney Day Nursery and Nursery Schools Association Inc

I.R.C. NO: 97/4114

DATE APPROVED/COMMENCEMENT: 26 August 1997

TERM: 12 months

NEW AGREEMENT OR
VARIATION: New

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COVERAGE/DESCRIPTION OF

EMPLOYEES: To apply to Childhood Teachers, Teacher Directors and Directors employed by Sydney Day Nursery and Nursey Schools Association Inc

PARTIES: Sydney Day Nursery & Nursery Schools Association Inc -&- New South Wales Independent Education Union

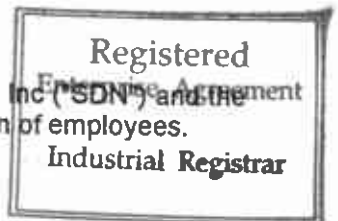
ENTERPRISE AGREEMENT

SYDNEY DAY NURSERY AND NURSERY SCHOOLS ASSOCIATION INC

PART A - AGREEMENT FORMALITIES

1. Parties to the Agreement

This agreement is made between Sydney Day Nursery and Nursery Schools Association Inc ("SDN") and the New South Wales Independent Education Union (the "IEU"), a registered industrial union of employees.



2. Table of Contents

PART A - AGREEMENT FORMALITIES

1. Parties to the Agreement
2. Table of Contents
3. Scope of Agreement
4. Date and Period of Operation
5. Relationship to Parent Award
6. Objectives of the Agreement
7. New Employees
8. Definitions

PART B - REMUNERATION

9. Wages
10. Allowances

PART C - HOURS OF WORK

11. Hours of Work

PART D - LEAVE

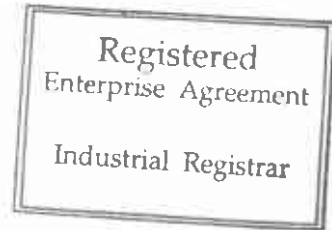
12. Public Holidays
13. Annual Leave
14. Annual Leave Loading
15. Sick Leave
16. Family Leave
17. Bereavement Leave
18. Parental Leave
19. Military Reserve Leave
20. Examination and Study Leave
21. Long Service Leave

PART E - OTHER CONDITIONS

22. Duties and Responsibilities of Employees
23. Developmental Appraisal and Professional Development
24. In-services & c.
25. First Aid Certificate
26. Preparation Time
27. Union Representatives
28. Terms of Engagement and Information to be Provided to Employees
29. Job Share
30. Superannuation
31. Dispute Avoidance and Grievance Procedures

PART F - DECLARATION

Attachment "A" - List of Centres covered by this agreement



3. Scope of Agreement

This agreement shall apply to early childhood teachers, teacher directors and directors employed by Sydney Day Nursery and Nursery Schools Association Inc at or after the date of registration of this agreement, at the centres listed in Attachment "A" to this agreement.

4. Date and Period of Operation

This agreement shall take effect from the beginning of the first pay period commencing on or after the date of this agreement's registration under the provisions of the Industrial Relations Act, 1996, and shall remain in force for a period of one year.

The parties recognize the value that SDN places on the commitment and dedication of teachers and teacher directors by the payment of appropriate salaries and allowances and that the Association has in the past agreed to salary increases before other employers in the industry. The IEU has agreed not to pursue further wage increases with SDN until such time that there has been comparable wage movements in other sectors of the early childhood industry.

5. Relationship to Parent Award

The terms and conditions of this agreement replace in total the terms and conditions of the Kindergarten Union and Sydney Day Nursery Early Childhood Long Day Care Centres (State) Award in so far as that award applies to employees of Sydney Day Nurseries and Nursery Schools Association.

Subject to the preservation of any minimum conditions prescribed under the Industrial Relations Act, 1996, any subsequent amendments made to the parent award after the date of this agreement's registration will not be included in the terms and conditions of this agreement unless by mutual consent between the parties.

6. Objectives of the Agreement

In reaching this agreement, the parties have recognised:-

- (a) the need to ensure the affordability and the quality of early childhood services managed by SDN and the public perception of it;
- (b) a mutual responsibility to develop and enhance the services provided by SDN;
- (c) the autonomy and authority of SDN, as well as the professional standing of the staff in SDN;
- (d) the need to assure a working environment in which early childhood services are provided in harmony with the aims, objectives and philosophy of SDN;
- (e) the implementation of productivity and efficiency measures have a continuing influence in educational policies and practices. SDN is expected to do more with the same level of resources, necessitating productivity and efficiency improvements;
- (f) that improvement in efficiency within SDN is often of a qualitative rather than a quantitative kind and this means that this form of productivity has warranted salary increases.

7. New Employees

The parties agree that any employee who is to be engaged by the employer during the term of this agreement is to be advised that he or she is to be covered by the agreement. The new employee shall, as from the date of engagement, be entitled to all benefits and be bound by all obligations under this agreement.

8. Definitions

- 8.1 "Centre" means an early childhood services centre, including a Long Day Care Centre, Day Nursery or Nursery School licensed by the Department of Community Services, and conducted by the employer, which provides child care and/or educational development programmes and/or services for children under school age, over a period of eight hours or more a day and for not less than 48 weeks per annum.
- 8.2 "Director" means a person appointed as such by the employer and who is an "Early Childhood Teacher", as defined, who is responsible to the employer for the direct supervision of other employees and/or the management of a Centre or Centres.
- 8.3 "Teacher Director" means a person appointed as such by the employer and who is an "Early Childhood Teacher", as defined, who is responsible to the employer for the direct supervision of other employees and/or the management of a Centre or Centres and who, in addition, is in charge of a group of children.
- 8.4 "Early Childhood Teacher" means a person in a Centre, who is classified as either a Four Year Trained Teacher or a Three Year Trained Teacher, provided that all teachers employed shall be so classified.
- (a) "Four Year Trained Teacher" means:-
- (i) A person who holds a graduate degree specialising in Early Childhood Education by satisfactorily completing a four year full-time (or part-time equivalent) Teacher training degree course at a recognised University, as defined, or a Recognised Teacher Training Institution, as defined; or
 - (ii) A person who holds a specialist qualification in Early Childhood Education by satisfactorily completing a three year full-time (or part-time equivalent) Teacher Training specialist Early Childhood course at a recognised University, as defined, or a Recognised Teacher Training Institution, as defined, and who in addition has satisfactorily completed a graduate diploma at Category PGI (19.1) Level, as defined; or graduate diploma in early childhood education from a recognised university, or who has satisfactorily completed at least one year full-time study in early childhood education by course work of a two-year Master's degree program at a recognised university; or
 - (iii) A person who has acquired equivalent qualification, as defined; or
 - (iv) A person who was employed by the employer as a Four Year Trained Teacher at the date of commencement of this agreement.
- (b) "Three Year Trained Teacher" means:-
- (i) A person who holds a specialist qualification in Early Childhood Education by satisfactorily completing a three year full-time (or part-time equivalent) Teacher Training course at a recognised Teacher Training Institution, as defined; or
 - (ii) A person who holds a qualification in Early Childhood Education by satisfactorily completing a two year full-time (or part-time equivalent) Teacher Training course and who, in addition, has satisfactorily completed the Category UG2 level, as defined, leading to the award in Early Childhood Education; or

- (iii) A person who holds a degree from a Recognised University, as defined, or a Recognised Teacher Training Institution, as defined, and who in addition has satisfactorily completed a graduate diploma in Early Childhood Studies at Category PGI (19.1) Level, as defined;
- (iv) A person who has acquired equivalent qualification, as defined; or
- (v) A person who was employed by the employer as a Three Year Trained Teacher as at the date of commencement of this agreement.



- 8.5 "Full-time Teacher" means any Early Childhood Teacher engaged as such who is not a part-time or casual teacher.
- 8.6 "Part-time Teacher" means an Early Childhood Teacher who is engaged to work regularly and not more than 0.8 of the normal hours which a full-time teacher at the Centre is required to work provided that a part-time teacher may work up to 0.9 of the normal hours of a full-time teacher if he or she is entitled to a preparation session equivalent to 0.1 of a teacher's normal hours. Provided further that a part-time teacher employed as at 31 January 1990 shall not be required by that employer to work in excess of 0.8 of the normal hours of a full-time teacher.
- 8.7 "Casual Teacher" means an Early Childhood Teacher engaged as required by the employer for up to 20 working days in any one period of employment. Provided that the period may be extended as required by the employer if the employer has been notified that the permanent teacher will be absent beyond the twenty day period.
- 8.8 "Temporary Teacher" means an Early Childhood Teacher engaged as a full-time teacher or part-time teacher for a specified period which is not more than a full year but not less than 20 days.
- Provided that a teacher may be employed for a specific period in excess of a full year but not more than two full years where such a teacher is replacing a teacher who is on leave for a specified period in excess of a full year.
- 8.9 "Recognised Teacher Training Institution" means an Australian College of Advanced Education, Australian Teachers College or Australian Institute of Education recognised by the Tertiary Education Commission or its successor.
- 8.10 "Recognised University" means an Australian University which is recognised by the Tertiary Education Commission or its successor.
- 8.11 "Category UG2 Level" means a course of study leading to a Category UG2 Diploma Award specialising in Early Childhood as described in Statement No. 1, Nomenclature and Guidelines for Awards in Advanced Education, August 1972 (as amended), issued by the Australian Council on Awards in Advanced Education, and recognised by the said Council for inclusion in the National Register of Awards in Advanced Education.
- 8.12 "Category PGI (19.1) Level" means a course of study leading to a Category PGI Graduate Diploma specialising in Early Childhood Studies (at the 19.1 level) as described in Statement No. 1, Nomenclature and Guidelines for Awards in Advanced Education, August 1972 (as amended), issued by the Australian Council on Awards in Advanced Education, and recognised by the said Council for inclusion in the National Register of Awards in Advanced Education.
- 8.13 "Equivalent Qualification" means a qualification obtained from a University or other Tertiary Educational Institution outside Australia, comparable to any of the qualifications referred to in the definitions of Four Year Trained Teacher, or Three Year Trained Teacher and accepted as an equivalent qualification by the National Office of Overseas Skills Recognition of the Australian Department of Employment, Education and Training.
- 8.14 "Shift" means a daily period of work in a Centre or Centres and shall be one of the following:-
- (a) "afternoon shift" means any shift finishing after 6.30pm and at or before midnight; or
 - (b) "night shift" means any shift finishing after midnight and at or before 8.00am or any shift commencing at or after midnight and before 5.00am; or

- (c) "early morning shift" means any shift commencing at or after 5.00am and before 6.00am; or
- (d) "night shift, non-rotating" means any shift system in which night shifts are worked which do not rotate or alternate with another shift so as to give the teacher at least one third of her or his working time off night shift in each roster system.

8.15 "Job share" means dividing one job so that job share employees have equal status or shared responsibility.

PART B - REMUNERATION

9. Wages



9.1 The rates of pay for Three Year Trained Teachers shall be:-

Step	Annual Salary Per Annum from 1 July 1997 \$
1	30,320
2	31,864
3	33,531
4	35,068
5	36,660
6	38,437
7	39,404
8	40,364
9	41,971
10	43,649
11	44,827

9.2 The rates of pay for Four Year Trained Teachers shall be:-

Step	Annual Salary Per Annum from 1 July 1997
1	32,241
2	34,238
3	36,163
4	38,299
5	40,284
6	41,971
7	43,649
8	45,540
9	47,360

9.3 (a) A Three Years Trained Teacher shall commence on Step 1 of the scale and shall progress according to normal years of full-time service as teacher in early childhood education services for children aged up to 8 years whether conducted by the employer or not, to Step 11 of the scale.

- (b) A Three Years Trained Teacher who, as at 1 February 1991, has completed eight years or more 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.
- (c) A Four Years Trained Teacher 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 the employer or not, to Step 9 of the scale.
- (d) A Four Years Trained Teacher 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.
- (e) For the purpose of this paragraph, a period of service other than service within subclause 9.3, shall be counted as service in accordance with the following principles:-
- (i) A period of service as a lecturer in early childhood education or child development, as a child development officer, or as a Family Day Care Co-ordinator or equivalent shall be recognised as service;
 - (ii) A period of service as a carer in the child care industry, including service as a Family Day Care carer, a Child Care Certificate worker or equivalent, and a period of time during the which the employee is wholly engaged in child-rearing, shall be recognised as service at the rate of one increment for each complete three years so engaged to a maximum of four increments.
- PROVIDED that during the time of child-rearing, the teacher was a qualified early childhood teacher.
- (f) For the purpose of calculating service in subclauses 9.3 (c) and 9.3 (e), periods of part-time or casual service shall be aggregated to determine a year of full-time service.
- (g) Where an employee paid in accordance with subclause 9.1 completes a course of training as set out in the definition "Four Year Trained Teacher" he or she shall be transferred to the scale in subclause 9.2 at the step which shall be determined by the teacher's years of service on the scale in subclause 9.1.
- (h) When an employee is transferred to a higher salary scale in accordance with paragraph (g) of this subclause, the date of transfer shall be deemed to be the date of completion of formal course requirements, provided that the employee advises the employer of the date of such completion within one month of that date, otherwise the date of transfer shall be deemed to be one month prior to the date on which such advice was furnished by the employee to the employer.
- (i) Upon engagement, an employee shall establish to the satisfaction of the employer his or her service in early childhood education services.

9.4 Casual employees

A casual employee shall be paid a 20% loading in addition to the appropriate daily or half daily or quarter daily rate for his or her classification, up to a maximum of the Fourth Step of the appropriate salary scale. The rate shall be calculated by dividing the annual rate by 26.07 to obtain a fortnightly rate and the result by 10 to obtain a daily rate, 20 to obtain a half daily rate, and 40 to obtain a quarter daily rate.

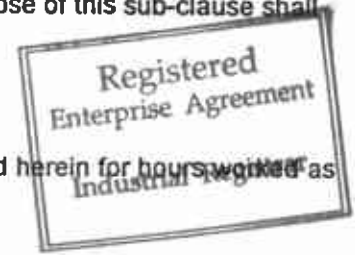
9.5 Part-time employees

- (a) A part-time employee shall be paid on a pro rata basis adopting the divisor of 52.14 and the hours that a full-time employee at that Centre is normally required to work.

- (b) The days of attendance of a part-time teacher may be varied at the commencement of each calendar year or by mutual agreement between the employer and the employee with four (4) weeks notice. The normal weekly hours for the purpose of this sub-clause shall not be varied without agreement.

9.6 Temporary employees

A temporary employee shall receive the ordinary rate of pay prescribed herein for hours worked as either a full-time or part time employee.



- 9.7 (a) Salary shall be paid fortnightly.
- (b) Notwithstanding subclause (a) by mutual agreement with SDN an employee may elect to receive
- (i) the benefit of services provided by SDN;
 - (ii) an amount in salary equal to the difference between salary calculated in accordance with the rates of pay prescribed by this agreement and the amount specified by SDN employer from time to time for the benefit received by the employee from SDN.
- (c) SDN, in consultation with the employee, may determine the range of benefits which are offered to the employee.
- (d) The employee may determine, within the benefits offered by SDN, the mix and level of benefits under subclause (b) of this clause.
- (e) An employee who takes any paid leave shall receive the benefits and salary in accordance with paragraphs (i) and (ii) of subclause (b) of this clause.
- (f) Any other payment calculated by reference to the employee's salary, and payable:
- (i) during employment; or
 - (ii) on termination of employment in respect of untaken paid leave; or
 - (iii) on death

Shall be at the rate of pay which would have applied to the employee under this agreement.

9.8 Overpayments

Where excess payments are made in circumstances which were not apparent or could not reasonably have been expected to be detected by the teacher, the relevant parties shall seek agreement on the matter of the overpayment including, when necessary and appropriate, discussion between the IEU and relevant employer representatives.

10. Allowances

10.1 Director's Loading

In addition to the rates prescribed by paragraphs (a) and (b) a director shall be paid an amount by way of a fixed loading:-

- (a) Where the Director directly supervises, he or she shall be paid the amount as set out below.
- (b) Directly supervised employees means all employees in a Centre, for the performance of whose duties the Director is responsible.

(c) **For the purposes of determining the number of employees directly supervised:**

The hours worked by each employee whose hours of work are less than 38 hours per week, as at 1 February and 1 August, in each year shall be aggregated and divided by 38 to determine the full time equivalent. Provided that no director employed as of 5 June 1996 shall suffer a reduction in allowance as a result of the introduction of this clause.

Number of Employees	Allowance Per Annum from 1 July 1997 \$
1 to 6	3,997
7 to 12	4,990
13 to 16	6,232
17 or more	6,829



10.2 An employee required by the employer to act as a Director for a period of at least 10 consecutive days shall be paid the appropriate allowances prescribed by subclause 10.1 for such period. Provided that a teacher shall not be required to carry out such duties in an acting capacity for more than a full year except that a teacher may be required to carry out such duties for up to two full years where such a teacher is replacing a Director who is on leave for a specified period in excess of a full year.

10.3 **Travelling Allowance**

- (a) Where an employee is required to use his or her vehicle in connection with employment other than for journeys between home and the centre, the employee shall be paid an allowance of 27 cents per kilometre for such travel.
- (b) Travelling and other out of pocket expenses reasonably incurred by an employee in the course of duties required by the employer shall be reimbursed by the employer.

10.4 **Shiftwork**

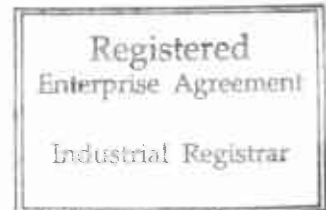
- (a) For the purposes only of calculating the loadings provided for in this clause:-
 - (i) a weekly rate of pay shall be obtained by dividing the employee's annual salary by 52.14;
 - (ii) a daily rate of pay shall be obtained by dividing the weekly rate as provided for in paragraph (i) of this subclause, by 5;
 - (iii) the rate of pay for a casual teacher shall be first calculated in accordance with subclause 9.4.
- (b) In addition to the weekly or daily rate of salary provided for in clause 9 a loading shall be payable to an employee required to perform shift work as follows:-
 - (i) early morning shift - 10%,
 - (ii) afternoon shift - 15%,
 - (iii) night shift, rotating with day or afternoon shift - 17.5%;
 - (iv) night shift, non-rotating - 30%
- (c) Where an employee is required to work on Saturday, Sunday or holiday, he or she shall be paid for each such day or shift worked on the following basis:-
 - (i) Saturday - at one and one half times the daily rate of pay as calculated in subclause (a) of this clause;
 - (ii) Sunday - at double the daily rate of pay as calculated in subclause (a) of this clause;

- (iii) Holidays - at two and one half times the daily rate of pay as calculated in subclause (a) of this clause.

The payments prescribed by this subclause shall be in substitution for and not cumulative upon the shift loading prescribed in subclause (b) of this clause.

PART C - HOURS OF WORK

11. Hours of Work



11.1 The ordinary working hours, inclusive of crib breaks taken at the Centre, shall not exceed an average of thirty eight (38) per week to be worked in shifts of not more than eight (8) hours duration inclusive between the hours of 6.00am to 6.30pm Monday to Friday.

- 11.2 (a) A teacher shall accrue one (1) rostered day off for each twenty (20) days of service.
- (b) Each day of paid leave taken pursuant to this award including each public holiday and the annual holiday (but not including long service leave) shall be regarded as a day worked for accrual purposes.
- (c) Notwithstanding the provisions of paragraph (a) of this subclause a teacher shall be entitled to no more than twelve paid rostered days off in any twelve months of consecutive employment.
- (d) An employee shall accrue one (1) paid rostered day off (RDO) in each 20-day 4-week work cycle to a maximum of 0.4 of one hour for 8 hours duty on each day of attendance. There shall be a maximum of 12 RDOs in any 12 consecutive months of employment.

A teacher shall be entitled to be paid on termination of employment for rostered days off which have been accumulated but not taken or entitlements pursuant to this paragraph at the rate of pay on the date of termination.

- (e) A teacher shall not be entitled to sick leave in respect of illness whilst on a rostered day off. In the event of a rostered day off falling on a public holiday, the teacher and employer shall agree on an alternative day off as a substitute.

11.3 Method of Implementation

The method of implementation of the 38-hour week shall be either of the following, as agreed between the teacher and the employer:-

- (a) 19-day month - the teacher may fix one work day off in each four-week cycle as a rostered day off to the extent of rostered days off accrued pursuant to subclause 11.2 of this clause.
- (b) Accumulation - the teacher may accrue sufficient rostered days off to enable such days to be taken as a block of no more than 12 days at any one time in any 12 months of consecutive employment.

11.4 Rostering

- (a) A teacher shall be advised by the employer at least 4 weeks in advance of the day or days on which he or she is to be rostered off duty.
- (b) An individual teacher may, with the agreement of the employer, substitute the day he or she is rostered off duty for another day.

11.5 Method of Implementation of employees working more than eight ordinary hours one or more days during the work cycle

- (a) In lieu of the provisions contained in clause 11.1, 11.2 and 11.3, the employer and employee(s) may agree that the 38 hour week shall be implemented on one of the following bases:
- (i) by the employee(s) working three 10 hour shifts and one 8 hour shift per week; or
 - (ii) by the employee(s) working four 9.5 hour shifts per week; or
 - (iii) any other shift arrangement whereby an employee works no more than 10 hours per day nor 38 hours per week.
- (b) Prior to implementing a shift pursuant to subclause (a), the employer shall:
- (i) consult with the employee(s) and their representative if requested as to the appropriateness of the proposed shift arrangement;
 - (ii) reach an agreement with the employee to trial the proposed shift arrangement for six weeks;
 - (iii) record such consultation and agreement in writing, signed by each party.
- (c) After the six week trial period the employer and employee(s) (and their representative if requested) will consult again and may then agree to introduce the shift which has been trialed.
- (d) If the employee agrees to work a shift longer than eight (8) hours the employee shall receive an additional paid crib break of 10 minutes which shall be taken at a time convenient to the employer.
- (e) Any dispute in relation to the operation of subclause 11.5 shall be dealt with pursuant to clause 30 Dispute Avoidance and Grievance Procedures.



11.6 Part-time, Casual and Temporary Teachers

- (a) Temporary Teachers and Part-time Teachers - A temporary teacher and a part-time teacher shall, by agreement with the employer, and according to the period of engagement of the teacher, be entitled to either:-
- (i) accumulate rostered days off in accordance with subclause (ii) of this clause; or
 - (ii) be paid an additional loading of 5 per cent pursuant to this clause in lieu of an entitlement to rostered days off.
- (b) Casual Teachers - A casual teacher shall be entitled to be paid an additional loading of 5 per cent pursuant to this clause in lieu of an entitlement to rostered days off.
- (c) Casual and part-time teachers who receive the 5% additional loading under this Clause are employed on the basis of an 8-hour day (or part thereof for part-time teachers).

PART D - LEAVE



12. Public Holidays

- 12.1 The following days shall be holidays for the purposes of the award: **New Years Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Eight Hour Day, Christmas Day, Boxing Day**

One further day, the date of which shall be agreed between the employer and the employee, and all days proclaimed as public holidays for the State shall be holidays, provided that any day proclaimed as a holiday for the State for a special purpose but observed throughout the State on different days also shall be a holiday.

- 12.2 Where an employee is required to work on a holiday he or she 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.
- 12.3 An employee absent without leave on the day before or the day after any award holiday shall be liable to forfeit wages for the day of absence as well as for the holiday except where the employer is satisfied that the employee's absence was caused through illness in which case wages shall not be forfeited for the holiday, provided that an employee absent on one day only either before or after a group of holidays shall forfeit wages for one holiday only as well as for the period of absence.

13. Annual Leave

- 13.1 An employee, on completion of twelve months' continuous service, shall be entitled to a minimum of four weeks leave of absence on full pay.
- 13.2 See Annual Holidays Act, 1944.

14. Annual Leave Loading

- 14.1 A 17.5 per cent loading shall be payable on four weeks annual holiday when the annual holiday is taken after falling due.
- 14.2 An employee who is given and takes an annual holiday and who would have worked as a shift worker if he or she had not been on holiday; then the amount of loading shall be the amount to which the employee would have been entitled by way of shift work allowances and weekend penalty rate for ordinary time (not including time on a public or special holiday) which the employee would have worked during the period of the holiday if the loading calculated in accordance with this subclause exceeds 17.5 per cent then that amount shall be paid to the employee in lieu of the 17.5 per cent loading.
- 14.3 The provisions of this clause shall not apply to casual employees.

15. Sick Leave

- 15.1 An employee other than a casual employee who is unable due to sickness to attend for duty and, subject to the employer being satisfied that the sickness is such that it justifies time off and does not arise from serious misconduct, shall be entitled to ten (10) days paid sick leave for each year of service.
- 15.2 An employee shall not be entitled to sick leave for any period in respect of which the employee is entitled to workers compensation.
- 15.3 An employee shall not be entitled to paid sick leave unless he or she notifies the employer, or such other person deputised by the employer, prior to the commencement of his or her rostered time of the nature of the illness and of the estimated duration of the absence; provided that paid sick leave shall be available if the employee took all reasonable steps to notify the employer or was unable on account of the illness to take such steps.

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- 15.4 Other than in respect of the first two days absence in respect of sickness in any year an employee shall upon request, provide a medical certificate addressed to the employer or if the employer requires to the Centre's medical officer. Notwithstanding the foregoing the employer may require other evidence of sickness.
- 15.5 Where an employee is sick on his or her rostered day off, he or she shall not be entitled to sick pay nor will his or her sick leave entitlements be reduced as a result of his or her sickness on that day.
- 15.6 Untaken sick leave shall accumulate from year to year.
- 15.7 **Transitional arrangements**



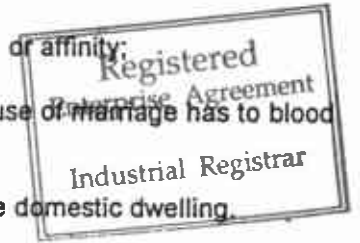
Teachers employed under the Kindergarten Union and Sydney Day Nursery Early Childhood Long Day Care Centres (State) Award prior to the registration of this agreement will be entitled to all sick leave accumulated prior to 1 January 1994.

16. Family Leave

- 16.1 An employee with responsibilities in relation to a class of person set out in 16.5(ii) who needs the employee's care and support shall be entitled to use, in accordance with this subclause, any sick leave entitlement current or accrued for absences to provide care and support for such persons when they are ill.
- 16.2 An employee may apply for family leave on the basis of pressing domestic necessity. Pressing domestic necessity means a reason at the discretion of the employer.
- 16.3 An employee who is entitled to leave under 16.1 or 16.2 who has used five days sick leave in any year shall be entitled to an additional further three (3) days paid family leave. Such additional leave is non cumulative.
- 16.4 The employee shall, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person. In normal circumstances an employee must not take family leave under this sub-clause where another person has taken leave to care for the same person.
- 16.5 The entitlement to use sick leave in accordance with this subclause is subject to:
 - (i) the employee being responsible for the care and support of the person concerned; and
 - (ii) the person concerned being:
 - (a) a spouse of the employee; or
 - (b) a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
 - (c) a child or an adult child (including an adopted child, a step child, a foster child or an ex-nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
 - (d) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or

(e) a relative of the employee who is a member of the same household, where for the purposes of this paragraph:

1. 'relative' means a person related by blood, marriage or affinity;
2. 'affinity' means a relationship that one spouse because of marriage has to blood relatives of the other; and
3. 'household' means a family group living in the same domestic dwelling.



16.6 An employee shall, wherever practicable, give SDN or other person deputised by SDN notice of the intention to take leave prior to the commencement of the first original activity at the centre on any day, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

16.7 Unpaid leave for family purpose

An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in 16.5(ii) above who is ill.

16.8 Annual Leave

1. An employee may elect, with the consent of the employer, (subject to the Annual Holidays Act 1944) to take annual leave not exceeding five days in single day periods or part thereof, in any calendar year at a time or times agreed by the parties.
2. Access to annual leave, as prescribed in paragraph 3.1 above, shall be exclusive of any shutdown period provided for elsewhere under this award.
3. An employee and employer may agree to defer payment of the annual leave loading in respect of single day absences, until at least five consecutive annual leave days are taken.

16.9 The family leave entitlement of a part-time employee shall be on a pro-rata basis adopting the divisor of 52.14 and the hours that a full-time teacher at the centre is normally required to work.

16.10 Where an employee is absent on family leave, replacements will be arranged in accordance with SDN's policy for sick leave replacement.

17. Bereavement Leave

17.1 An employee other than a casual employee shall on the death within Australia of a spouse (including a de facto spouse), father, mother, father-in-law, mother-in-law, grandparent, brother, sister, child, stepchild, ward or grandchild of the employee, be entitled to paid leave up to and including the day of the funeral of such relative. Such leave shall not exceed 3 school days.

17.2 An employee may be required to provide the employer with satisfactory evidence of such death.

18. Parental Leave

For the purposes of maternity, paternity and adoption leave, the provisions of the Industrial Relations Act, 1991, apply.



19. Military Reserve Leave

An employee who is a member of the Australian Military Reserve or other Australian military forces shall be granted unpaid leave for the purpose of attending any compulsory camp or posting.

20. Examination and Study Leave

An employee undertaking a course to obtain qualifications prescribed by this Award in respect of his or her employment shall be allowed paid leave of absence on the day of any examination required in the course and/or leave without pay for the purpose of attending compulsory residential school which is part of such course: provided that such leave of absence shall only be approved where a month's prior notice is given to enable alternative staffing arrangements to be effected.

21. Long Service Leave

The Long Service Leave Act, 1955, applies.

PART E - OTHER CONDITIONS

22. Duties and Responsibilities of Employees

- 22.1 The normal duties of employees shall include the usual duties performed in attendance at the Centre as well as the usual planning, resourcing and extra-curricular activities associated with a Centre including attendance at Sydney Day Nursery area meetings, parent and committee management meetings.
- 22.2 Employees are responsible for ensuring that they are aware of new developments in early childhood education and that they attend professional development and in-service courses. Attendance at such courses outside hours of attendance beyond the equivalent of two days attendance at the Centre shall be at the option of the employee.
- 22.3 A Director shall in addition have responsibility for the security and maintenance of the Centre.
- 22.4 Teachers are responsible for complementing and supporting their director in the day to day running of the centre. Teachers will be encouraged to acquire the necessary skills to be appointed as a Director.

23. Developmental Appraisal and Professional Development

The parties recognise the need for teacher appraisal to be part of a teacher's ongoing professional development in order to ensure that SDN can continue to deliver the highest quality children's services.

During the course of this agreement, the parties agree to co-operatively develop and implement a developmental appraisal system.

24. In-service & c.

An employee shall be allowed two days paid leave per annum, in lieu of attendance at out of hours in-service, area meetings, parent and committee management meetings. The leave shall be granted and taken on a day or days determined by the employer and mutually convenient to both the employee and the employer.

25. First Aid Certificate

- 25.1 Employees shall be required to obtain and maintain an approved first aid certificate. Employees will have one year from the date of this variation in which to comply.

- 25.2 Employees will be granted paid leave to attend a first aid course, or when the employee attends the course in their own time, the employee will receive time in lieu at ordinary rate ~~for course~~ attendance time.

Registered
Enterprise Agreement
Industrial Registrar

26. Preparation Time

- 26.1 The IEU and SDN recognise the value and the necessity to provide preparation time to teachers. Teachers will be entitled to on average one hour per week for preparation of programs.
- 26.2 Both parties acknowledge that SDN has been providing in excess of one hour per week prior to this agreement and that SDN has indicated that they will not alter the current practice of preparation time without prior consultation with teachers.

27. Union Representatives

- 27.1 An employer shall permit the Union Representative in the Centre to post Union notices relating to the holding of meetings on a staff room noticeboard.
- 27.2 The Union representative shall be permitted in working hours to interview the employer on Union business. Such interview shall take place at a time and place convenient to both parties.
- 27.3 Meetings of union members who are employed at the Centre may be held on the premises at times and places reasonably convenient to both union members and the employer.

28. Terms of Engagement and Information to be Provided to Employees

- 28.1 The employer shall provide an employee (other than a casual employee) on appointment with a letter stating the classification and rate of salary as at appointment, the period of engagement if a specified time contract, an outline of the responsibilities of the position that will be required, the age of retirement and an outline of superannuation benefits available.
- 28.2 An employee shall be entitled to thirty consecutive minutes meal break. Where a meal is taken at the Centre at the direction of the employer, it shall be counted as time worked. An employee is not to be required to work for more than five hours without being given the opportunity to take a meal break.
- 28.3 The employment of an employee (other than a temporary or casual employee) shall not be terminated without at least four weeks notice on either side being given or forfeiture of four weeks salary in lieu of notice.
- 28.4 The employment of a temporary teacher employed for a period in excess of four weeks shall not be terminated except in accordance with the provisions of subclause 28.3 of this clause.
- 28.5 The foregoing shall not affect the right of any employer to dismiss summarily any employee for incompetence, misrepresentation, neglect of duty or other misconduct.
- 28.6 The employer may, if the employer deems appropriate, provide a teacher of children with special needs with a letter of appointment which outlines the teacher's hours of attendance, days of attendance, and places of employment which may be varied throughout the period of engagement. Such variations would occur from time to time with not less than four weeks notice or otherwise by agreement.
- 28.7 Upon the termination of service of a employee other than a casual employee, the employer shall provide a statement of service setting out the length of service, the age of children taught and the positions held by such employee.

- 28.8 (a) The employee will complete the employee's service card (Attachment "B") after each period of service with the employer. The Director will have the authority to sign the card on behalf of the employer to confirm the entry.
- (b) Upon request, a casual employee shall be supplied with a statement setting out the number of days of duty undertaken during the period of his or her engagement provided such request is made during or on termination of the casual engagement.
- 28.9 An employer may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training.



29. Job Share

- 29.1 The parties recognise that job share involves the following principles:-
- (a) Job share for SDN employees shall mean dividing the one job so that job share employees have equal responsibility or shared responsibility.
- (b) The division of work has to be negotiated and mutually suitable to all parties.
- (c) Job share employees are treated as part-time employees and receive pro-rata entitlements.
- (d) If a job share employee is ill, or on annual leave or a rostered day off, then the other employee may be offered the day(s) work by the employer. This work, if accepted, is paid at casual rates.
- (e) If a job share employee leave the employment of SDN, the remaining employee will be offered the residue of employment.
- If this employee does not wish to accept the residue, or part thereof, then a further job share arrangement or suitable alternative will be negotiated.
- In the event of such negotiations, the remaining employee will have the option of participating in the selection process.
- (f) Adequate opportunities for consultation between job share employees will be provided by SDN.
- 29.2 SDN will call for expressions of interest to parties interested in job share.
- 29.3 SDN may determine the number of job share positions in any centre.

30. Superannuation

30.1 Definitions

For the purpose of this clause:-

- (a) "Basic earnings" shall mean:
- (i) the rate of salary prescribed by this agreement,
- (ii) the amount of any allowance prescribed by this agreement including the allowance payable to a Director and any shift loading which may be payable pursuant to this agreement.
- (b) "Employee" means a teacher or director, and includes casual, part-time, or temporary employees.

- (c) "Employer" means Sydney Day Nursery and Nursery Schools Association Inc.
- (d) "HESTA" means the Health Employees Superannuation Trust Australia, established by Trust Deed Articles on 30 July 1987.
- (e) "ASSET" means the Australian Superannuation Savings Employment Trust constituted by deed made 14 October 1987.

30.2 Fund

- (a) For the purposes of this clause contributions made by employers in accordance with the provisions of subclause 30.3 of this clause, shall be as follows:
 - (1) the employer shall offer each employee a choice between HESTA or ASSET;
 - (2) the employee shall nominate the fund into which contributions shall be made.
- (b) Each employer shall become a participating employer in HESTA and/or ASSET in accordance with the choice of employees of the employer.
- (c) Each employer shall become party to HESTA or ASSET upon the acceptance of the respective Trustee of a Deed of Adoption, duly signed and executed by each employer and the respective Trustee.
- (d) An employee shall become eligible to join HESTA or ASSET in accordance with the following:-
 - (i) in the case of an employee who is employed at 1 July 1988, from the beginning of the first pay period commencing on or after 1 July 1988; and
 - (ii) in the case of an employee employed after 1 July 1988, from the beginning of the first pay period commencing on or after the employee's date of engagement.

30.3 Benefits

- (a) Except as provided in paragraphs (c), (d) and (e) of this subclause, each employer shall, in respect of each employee employed by it, pay contributions to the respective Trustee at the rate of three per cent of the employee's basic earnings.
- (b) Contributions shall be paid at intervals and in accordance with the procedures and subject to the requirements of the respective fund.
- (c) Where an employee is absent on sick leave and only entitled pursuant to the provisions of this award to receive payment for such sick leave at half pay, the employer's contributions pursuant to this clause in respect of that employee during the period of such sick leave shall be reduced to three per cent of the half pay to which the employee is entitled.
- (d) An employer shall not be required to make contributions pursuant to this clause in respect of an employee in respect of a period when that employee is absent from his or her employment without pay.
- (e) Part-time and Casual Employees - An employer shall pay contributions pursuant to this clause in respect of a part-time employee employed by him/her if the basic earnings of the employee exceed \$200 for that calendar month.

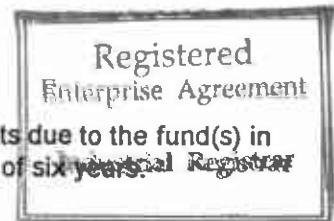
An employer shall pay contributions pursuant to this clause in respect of a casual employee employed by him/her for any calendar month in which the basic earnings of the employee exceed \$200 for that calendar month.



- (f) Where a new employee commences in employment, the employer shall advise the employee in writing of the employee's entitlements under this clause and of the action to be taken by the employee to obtain the benefit of those entitlements.
- (g) Notwithstanding the date upon which an employee signs an Application Form, contributions in accordance with paragraph (a) of this subclause shall be made from the date when the employee became eligible for membership.

30.4 Records

The employer shall retain all records relating to the calculation of payments due to the fund(s) in respect of each employee and such records shall be retained for a period of six years.



31. Dispute Avoidance and Grievance Procedures

- 31.1 The objective of these procedures is the avoidance and resolution of industrial disputation, arising under this agreement, by measures based on consultation, co-operation and negotiation.
- 31.2 Without prejudice to either party, the parties to this agreement shall ensure the continuation of work in accordance with this agreement and custom and practice in SDN centres.
- 31.3 The employer shall adopt disputes procedures to deal with problems in performance of an employee of his or her professional duties.
- In general, such procedures should include the following elements:
- (a) the employee is informed verbally or in writing, as appropriate, of any complaint about, or problems relating to, the performance of his or her duties; and
- (b) the employee is assisted to rectify such problems within a specified reasonable time frame.
- 31.4 (a) In the event of any matter arising under the agreement which is of concern or interest, the teacher shall discuss the matter with the Executive Officer of SDN or their nominee.
- (b) If the matter is not resolved at this level, the teacher may refer the matter to the IEU, who will discuss the matter with the Executive Officer of SDN or their nominee.
- (c) If the matter remains unresolved, it shall be referred to the General Secretary of the IEU or their nominee and the Executive Officer of SDN or their nominee for discussion and appropriate action.
- (d) If the matter cannot be resolved at this level, it may be referred to the Industrial Relations Commission of New South Wales or its successor.
- 31.5 Nothing contained in this procedure shall prevent the General Secretary of the IEU or their nominee or the Executive Officer of SDN or their nominee from entering into negotiations at any level either at the request of a member or on their own initiative in respect of matters in dispute should such action be considered conducive to achieving resolution of the dispute.

PART F - DECLARATION

The parties to this agreement declare that it:

- (a) is not contrary to the public interest;
- (b) is not unfair, harsh or unconscionable;
- (c) was not entered into under duress;
- (d) is in the interests of the parties.



This agreement is made at _____ on the _____ day of _____ 1997.

Signed for and on behalf of
Sydney Day Nursery and
Nursery Schools Association Inc
in the presence of:

} Maria Ormeau
} Director
} _____
} Marie Kelly DIRECTOR

Tina Goddard

Signed for and on behalf of
NSW Independent Education Union
In the presence of

} R. Shean
} _____
}

Christine Blundell H.



LIST OF CENTRES



Woolloomooloo Day Nursery and Nursery School
Cnr McElhone Street & Reid Ave
WOOLLOOMOOLOO NSW 2011

Surry Hills Child Care Centre
443 Riley Street
SURRY HILLS NSW 2010

Forest Lodge Day Nursery and Nursery School
24 and 101 Arundel Street
FOREST LODGE NSW 2037

Paddington Day Nursery and Nursery School
33 Heeley Street
PADDINGTON NSW 2021

Northern Suburbs Day Nursery and Nursery School
8 Rodborough Avenue
CROWS NEST NSW 2065

Erskineville Nursery School
88 Swanson Street
ERSKINEVILLE NSW 2043

Redfern Day Nursery and Nursery School
141-145 Pitt Street
REDFERN NSW 2016

Mosman Nursery School
33 Brierley Street
MOSMAN NSW 2088

Marrickville Nursery School
251 Illawarra Road
MARRICKVILLE NSW 2204

Riverwood Nursery School
Cnr Belmore Road & Roosevelt Avenue
RIVERWOOD NSW 2210

Bathurst Nursery School
7, Hamilton Street
SOUTH BATHURST NSW 2795

Lady McKell Nursery School
McKell Place
GOULBURN NSW 2580

Melanie Alexander Nursery School
62 Watkin Street
NEWTOWN NSW 2042

Linthorpe Street, Newtown Day Nursery
3 Linthorpe Street
NEWTOWN NSW 2042

**Lois Barker Child Care Centre
104 Wellington Street
WATERLOO NSW 2017**

**Pymont Nursery School
79a John Street
PYRMONT NSW 2009**

**SDN Hurstville Long Day Care
155 Dora Street
HURSTVILLE NSW 2220**

**North Parramatta Child Care Centre
1 Fleet Street
NORTH PARRAMATTA NSW 2151**

**Ngallia Child Care Centree
University of Sydney
Cumberland Campus
East Street
LIDCOMBE NSW 2141**

**PHOCIS
147 George Street
PARRAMATTA NSW 2150**



SCHEDULE OF MINIMUM CONDITIONS OF EMPLOYMENT

SICK LEAVE

Employees covered by this agreement shall be entitled to 10 days paid sick leave for each year of service. Employees will also be able to use 5 days per annum of their sick leave for family leave, and will receive an additional 3 days family leave.

ORDINARY HOURS OF EMPLOYMENT

Ordinary working hours shall not exceed an average of 38 hours per week.



RATES OF WAGES

The salaries of employees covered by this agreement have been increased by 5% and allowances by 7.5%.

PARENTAL LEAVE

The provisions of the Industrial Relations Act, 1996, apply.

ANNUAL LEAVE

The provisions of the Annual Holidays Act, 1944, apply.

LONG SERVICE LEAVE

The Long Service Leave Act, 1955, applies.

ATTACHMENT "B"

CASUAL TEACHERS/DIRECTORS RECORD OF CASUAL EMPLOYMENT

EMPLOYEE'S RECORD TO BE MAINTAINED BY EMPLOYEE



1. Name: _____
2. Number of years of training: _____
3. Name of qualification: _____
4. Year of attainment of this qualification: _____

Period of engagement (from date to date)	No. of days/hours worked in total, classification, years trained and step	Name, address and telephone number of Centre	Signed by Centre Director (signature, date and name) or payroll officer