

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA06/35

**TITLE: Illawarra Children's Services (Inclusion Support Unit)
Enterprise Agreement 2005**

I.R.C. NO: IRC5/6682

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**NEW AGREEMENT OR
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COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees employed by Illawarra Children's Services Ltd, located at Cnr Crown and Kembla Street, Wollongong NSW 2500, who are employed in in a distinct operational or organisational unit (the Inclusion Support Unit) of the employer, who fall within the coverage of the Miscellaneous Workers Kindergarten and Child Care Centres, &c. (State) Award.

PARTIES: Illawarra Children's Service -&- the New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union

ILLAWARRA CHILDREN'S SERVICES (INCLUSION SUPPORT UNIT) ENTERPRISE AGREEMENT 2005

This Agreement shall be known as Illawarra Children's Services (Inclusion Support Unit) Enterprise Agreement 2005.

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2. Definitions

ICS – means Illawarra Children's Services

ISU– means Inclusion Support Unit

SUPS – means Department of Family and Community Services Funded Supplementary Services Project.

SCAN – means Department of Community Services Supporting Children with Additional Needs Project.

Existing Part Time employees – means those part time employees regularly employed performing the tasks of Inclusion Support Coordinators and Facilitators.

The Union - means New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union (United Services Union (USU)) which is a branch of the Australian Municipal, Administrative, Clerical and Services Union (ASU)

3. Parties Bound

This Agreement shall be binding according to its terms upon the New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union (United Services Union (USU)) and Illawarra Children's Services in respect of staff employed as Inclusion Support Coordinators and Facilitators with the Inclusion Support Unit Division of the Illawarra Children's Services Organisation (ICS).

4. Relationship to Award

This Agreement shall operate in conjunction with the Miscellaneous Workers Kindergarten and Childcare State Award and will prevail to the extent of any inconsistency.

5. Operation of Agreement

This Agreement shall operate from the first pay period on or after the (date of signing) and shall remain in force until 30 September 2007.

6. Preamble

- a) The aim of the Inclusion Support Unit is to facilitate increased access and participation in children's services for children with disabilities, children with challenging behaviours, children from culturally and linguistically diverse backgrounds, children from Aboriginal or 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.
- b) Inclusion Support Unit operates in streams known as SUPS and SCAN. Illawarra Children's Services' (ICS) aim is to bring those streams under one industrial instrument and to introduce a classification structure, which adequately reflects the work, carried out by the Inclusion Support Coordinators and Facilitators employed at ICS.
- c) This Enterprise Agreement shall amongst other things:
 - Provide a structure that allows flexibility and efficiency measures to be implemented
 - Establish a structure, which acknowledges the level of skills provided by Inclusion Support Coordinators and Facilitators.
 - Provide a degree of certainty and financial benefits subject to ongoing funding.
- d) 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

- a) All positions will be classified in accordance with the classification structure set out in Schedule 1 and paid in accordance with the rates set out in Schedule 2.
- b) Increments are payable after each year's employment in the classification.
- c) Progression between classifications will only occur after a formal reclassification process based on the duties of the position.
- d) It is agreed that there will be salary increases as follows:
 - 3.5% from 1 July 2004
 - 3.0% from 1 September 2005
 - 3.0% from 1 September 2006
- e) The parties recognize that there is currently an application before the Industrial Relations Commission of NSW for a work value review of the Miscellaneous Workers Kindergarten & Childcare Award. In the event that there is a decision which results in increases in the rates of pay for that award above safety net increases, it is agreed that on request by either party, the parties will meet to discuss the implications for pay relativities within ICS.

8. Meal Allowance

An employee required or requested by the employer to continue to work past 6.00 pm during hours outlined in clause 12 shall be paid a meal allowance of \$12.00 per shift, increasing to 12.50 on 1 July 2006.

9. Hours of Work

The hours of work for employees covered by this agreement shall not exceed an average of 38 hours per week within a 4-week roster cycle without the entitlement to accrue T.I.L.

10. Rostered Days Off

Full-time employees may, by written agreement with the manager of ISU and subject to operational requirements, arrange to work their ordinary hours in a pattern of 76 hours over nine working days each fortnight. The tenth day of the fortnight will be a rostered day off (RDO).

11. Span of Hours

- a) The ordinary hours of duty for full time employees employed with the ISU shall be:
- b) 38 hours per week (152 hours per 4 week cycle) exclusive of meal breaks to be worked between the hours of 8.00 am and 5.30 pm, Monday to Friday inclusive.
- c) The above hours shall be worked on each day in shifts not exceeding 7.6 hours without the payment of overtime (as defined in clause 13).

12. Overtime

- a) The parties agree that due to the nature of Inclusion Support Unit services provided to Child Care staff 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 Program Manager and/or the Coordinator has been obtained. Coordinators and Facilitators employed in the Inclusion Support Unit may not accumulate more than 38 hours for full time employees and to the level of contracted weekly hours for part time employees without the prior approval of the line Supervisor. 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 Program Manager, Coordinator or other authorised management representative to the contrary.
- b) 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).
- c) An employee employed on a part time basis and who's hours are fixed, is entitled to accrue T.I.L. to the level of the number of contracted weekly hours.

13. Sick Leave

Inclusion Support Coordinator and Facilitator employees who remain in ongoing employment as a result of continued funding will be entitled to accrue sick leave in accordance with the Miscellaneous Workers Kindergarten and Childcare State Award for the duration of such funding.

14. Picnic Day

A Picnic Day shall be granted each year at a date to be agreed having regard to operational requirements and employee preferences.

15. Travel Expenses

- a) For use of own vehicle in the performance of their duties an allowance shall be paid in accordance with the Australian Taxation Office.
- b) An incidentals allowance of \$10.00 per night shall be payable for travel which requires an employee to stay away from home. This allowance will increase to \$10.40 on 1 July 2006.

16. First Aid Allowance

An employee in receipt of a first aid allowance at the date of registration of this agreement will continue to receive such an allowance.

17. Redeployment

- a) ICS is committed to attempt to provide suitable alternative employment as an alternative to retrenchment.
- b) Suitable alternative employment to be defined as including a position:
 - i. for which the potentially redundant employee either meets, or could meet with reasonable training, the essential selection criteria, and
 - ii. is at a comparable classification level and time fraction.

18. Performance of Duties

The Illawarra Children's Service 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 of such employee and consistent with the Illawarra Children's Services responsibility to provide a safe and healthy working environment.

19. Enterprise Flexibility

- a) Without limiting the rights of any party to arbitration any measure designed to increase the flexibility of the Illawarra Children's Services Inclusion Support Unit may be implemented subject to:
- b) Discussion between the parties affected by the changes sought who must genuinely agree to the change.
- c) The parties will not unreasonably oppose the implementation of flexibility changes supported by the majority of affected employees.
- d) The aim of such flexibility changes will be to fully acknowledge and utilise the skills and abilities of the Inclusion Support Coordinators and Facilitators employed within the Inclusion Support Unit Division and to enhance the job satisfaction of employees.

20. Consultation

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

21. Dispute and Grievance Resolution Procedure

- a) Objective

ICS and Staff are committed to the prevention and resolution of disputes as close as possible to the source of the dispute or potential dispute, in an equitable and timely manner.

Should any grievance or dispute arise between a Staff member and ICS, relating to the Staff member's employment, it shall be handled in the following manner:
- b) Discuss with Manager

The Staff member should discuss the problem first with their immediate manager in an attempt to resolve the matter. The manager is required to set aside the time necessary for a fair and open discussion.

Under no circumstances shall the Staff member be disadvantaged if they raise an issue for discussion. Where appropriate, the manager should investigate the facts, consider ICS policies and procedures that may be applicable and consult with their Human Resources Consultant for independent advice as required. The manager should give the staff member a specific response within a period of time up to 7 working days.

c) Discuss with Manager's Manager

If they cannot resolve the matter, or if there is some reason why the problem cannot be discussed with their immediate line manager, the staff member may raise the issue with their manager's manager. All reasonable efforts will be made to resolve the issue at this level.

d) Discuss with Human Resources

If the matter is still not resolved to the satisfaction of any party, it should be taken up with ICS Human Resources section.

e) IRC Conciliation

If no agreement is reached pursuant to the processes under clauses 22 (a) – (d) of this Agreement the issue may, at the Staff member's discretion be referred to the Union and or, be referred to the IRC for conciliation.

f) Work to continue during resolution

Whilst the dispute and grievance resolution process is being followed work shall continue as usual, with the status quo situation remaining.

g) Union assistance and representation

Staff members who are members of the union are entitled to approach the union at any stage for advice, assistance or representation.

22. 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 6 months prior to the expiration of the agreement. Subject to ongoing funding.

23. Leave Reserved

- a) It is agreed that the parties may re-open discussions regarding paid maternity leave, pending an investigation by ICS of options and costs
- b) It is agreed that discussions will commence within 12 months of signing of this Agreement regarding the introduction of salary packaging, pending investigation by ICS of options and taking into account relevant taxation implications for ICS.
- c) If agreement is reached on either of these matters, it is agreed that the parties will apply to the Industrial Relations Commission NSW to have the Agreement varied to include the agreed provisions.

24. Superannuation

- a) It is agreed that ICS will offer its employees a choice of Superannuation Funds to contribute to, ICS will offer its employees options to contribute to HESTA or CARE
- b) Employees who wish to contribute to another fund not mentioned in point a) can discuss their individual requirements with their manager. ICS will consider all requests from its employees, and providing the request does not seriously impact on the administration of Super Funds within ICS, management may, at their discretion, approve the employee's request.

SCHEDULE 1 Classification Structure

INCLUSION SUPPORT FACILITATOR 1 (ISF. 1)

Shall mean an employee who performs more varied, complex and responsible work in providing training and support services on an individual, group or community basis. Such employee may be required to exercise substantial responsibility in relation to service delivery, initiative and substantial judgement and shall be subject only to general supervision. Such duties may include case responsibility for clients, co-ordination of service, contributing to policy development, support and advise centre staff with resources for children with additional needs.

INCLUSION SUPPORT FACILITATOR 2/PROJECT OFFICER (ISF 2)

Shall mean an employee who is required to provide training and support services or project work at a higher level than ISF 1. Such an employee may be required to provide resource support to other staff and partner agencies. Relevant theoretical and practical knowledge acquired through a teaching degree/diploma in Early Childhood Education or a diploma/associate diploma in Children's Services/Community Services or equivalent, plus experience in the delivery of care and education. Responsibilities may include undertaking activities which require the employee to exercise substantial judgement where procedures are not always clearly defined. Activities may affect relationships with external organisations, subject to general supervision. Interpersonal skills to gain the cooperation of clients and staff, and research skills in order to develop proposals for, and implement, new projects may be required.

INCLUSION SUPPORT COORDINATOR (ISC.)

Shall mean an employee who would not ordinarily receive instructions from another employee as to the performance of their duties; and

- (a) is responsible for the overall administration and/or co-ordination of a service, agency or workplace of the employer including the supervision of ISF and employees; and/or
- (b) is primarily engaged in developing and implementing policies at a senior level for a service in relation to general or specific aspects of early childhood services and out of school hours services; and/or
- (c) is primarily engaged in the coordination and/or administration but shall exclude an employee whose duties are principally managerial/administrative and who is a member of the senior management team of a large multi-function organisation which administers a range of services, facilities and workplaces.

SCHEDULE 2 Rates of Pay

Classification	Grade	Pre 1/7/04	1/07/2004	1/09/2005	1/09/2006
% increase			3.50%	3.00%	3.00%
ISF 1	1	\$31,700	\$32,810	\$33,794	\$34,808
	2	\$33,000	\$34,155	\$35,180	\$36,235
	3	\$34,000	\$35,190	\$36,246	\$37,333
	4	\$35,600	\$36,846	\$37,951	\$39,090
	5	\$37,000	\$38,295	\$39,444	\$40,627
ISF 2/Project Officer	5	\$37,000	\$38,295	\$39,444	\$40,627
	6	\$38,200	\$39,537	\$40,723	\$41,945
	7	\$39,400	\$40,779	\$42,002	\$43,262
	8	\$40,600	\$42,021	\$43,282	\$44,580
ISC 3	8	\$40,600	\$42,021	\$43,282	\$44,580
	9	\$41,800	\$43,263	\$44,561	\$45,898
	10	\$43,000	\$44,505	\$45,840	\$47,215
	11	\$44,200	\$45,747	\$47,119	\$48,533
	12	\$45,400	\$46,989	\$48,399	\$49,851

Clause 26. Signatories

- (i) Signed for and on behalf of Illawarra Children’s Services Ltd.

NATALIE GRENFELL
ACTING GENERAL MANAGER

DATE

WITNESS

DATE

(ii) Signed for and on behalf of the NSW Local Government, Clerical, Administrative, Energy, Airlines and Utilities Union (United Services Union (USU)).

BRIAN HARRIS
GENERAL SECRETARY

DATE

WITNESS

DATE