



CURTIN UNIVERSITY EARLY CHILDHOOD CENTRE ENTERPRISE AGREEMENT 2018 - 2021

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 the agreement.



PART 1 - ABOUT THIS AGREEMENT

1 Title

This Agreement will be known as the Curtin University Early Childhood Centre Enterprise Agreement 2018 – 2021.

2 Table of Contents

PART 1 - ABOUT THIS AGREEMENT	1
1 Title	1
2 Table of Contents	1
3 Definitions	3
4 Coverage of this Agreement	4
5 Operation of this Agreement	4
PART 2 – MODES OF EMPLOYMENT	5
6 Modes of Employment	5
7 Probation	6
8 Cessation of Employment	7
9 Redundancy	8
10 Stand Down	8
PART 3 – SALARIES AND ALLOWANCES	9
11 Salaries and Classifications	9
12 Salary Increments	9
13 Overpayments	10
14 Supported Wage System	10
15 Higher Duties	10
16 Superannuation	11
17 Salary Packaging	12
18 Reimbursement of Expenses	12
19 Allowances	12
20 Clothing Purchase	13
PART 4 – HOURS OF WORK AND RELATED MATTERS	14
21 Hours of Work	14
22 Breaks and Rosters	14
23 Overtime	14
24 Time Off In Lieu (TOIL) of Ordinary Hours	15
25 Non-Contact Time	16
26 Immunisations	16
27 Training and Professional Development	17
28 Workplace Bullying	17
29 Unsatisfactory Work Performance	18
30 Misconduct	19
31 Union/ Nominated Representatives	20
PART 5 – CONSULTATION AND DISPUTE RESOLUTION	21
32 Workplace Change	21
33 Dispute Resolution Procedures	22

PART 6 – LEAVE AND PUBLIC HOLIDAYS	24
34 Public Holidays and Closures.....	24
35 Annual Leave	25
36 Long Service Leave (LSL)	25
37 Personal and Carer's Leave	27
38 Compassionate Leave.....	28
39 Child Care Special Leave	29
40 Parental Leave	29
41 Leave Without Pay (LWOP)	32
42 Study Leave	32
43 Jury or Witness Service Leave	32
44 Community Service Leave.....	33
45 Leave to Count as Service and Continuity of Service.....	33
PART 7 – WORKPLACE FLEXIBILITY.....	35
46 Family Friendly Workplace	35
47 Individual Flexibility Agreement	35
48 Request for Flexible Working Arrangements	35
SCHEDULES	36
Schedule 1 Salaries and Classifications.....	36
Schedule 2 Definition of Roles.....	37
Schedule 3 Redundancy.....	39
Schedule 4 Supported Wage System.....	41
Schedule 5 Individual Flexibility Agreement	44
Schedule 6 Employee Leave Guidelines	45

3 **Definitions**

For the purposes of this Agreement, the following definitions apply:

- 3.1 **Break in Service** means any period between appointments of more than eight weeks. Any period between appointments of eight weeks or less will not count as service for the purposes of this Agreement but will not constitute a Break in Service.
- 3.2 **Casual Employee** means a person engaged and paid by the hour.
- 3.3 **Centre** means the Curtin University Early Childhood Centre, or any other legal or trading name.
- 3.4 **Continuing Employee** means an Employee appointed for an indefinite period.
- 3.5 **Continuous Service** means any period with no Break in Service, during which an Employee is:
 - a) attending work;
 - b) absent on approved paid leave; or
 - c) absent on approved unpaid leave of 10 days or less (which will count as service).Periods of approved unpaid leave of more than 10 days will not count as service but will not constitute a Break in Service.
- 3.6 **Director** means the senior Employee of the Early Childhood Centre, or nominee, who has delegated responsibility for the daily operational management of the Centre.
- 3.7 **Employee** means a person employed by Curtin University employed within the Early Childhood Centre.
- 3.8 **Employer** means Curtin University
- 3.9 **Executive Manager** means a Deputy Vice-Chancellor, a Vice President, a Pro Vice-Chancellor or the Chief Financial Officer or any other position which is approved by the Executive Committee of University Council to be that of an Executive Manager.
- 3.10 **Fixed-Term** means an appointment for a specified term or ascertainable period, for which the instrument of engagement will specify the starting and finishing dates of that employment.
- 3.11 **Full-time** means hours not less than the average weekly hours of work of 37.5 hours per week.
- 3.12 **FWC** means the Fair Work Commission.
- 3.13 **Immediate Family** means:
 - a) an immediate relative of the Employee by blood, marriage, adoption, fostering, traditional kinship (including guardian, ward, grandparent, foster-grandparent, step-grandparent and in-law relative); or
 - b) a person who stands in a bona fide domestic or household relationship with the Employee including situations in which there is implied some dependency or support role for the Employee, including same sex relationships; or
 - c) a person who, due to cultural or religious beliefs, is considered a member of the Employee's family.
- 3.14 **Kitchen Employee** means an Employee who is engaged in kitchen duties.
- 3.15 **NES** means the National Employment Standards as contained in Sections 59-131 of the Fair Work Act 2009 (Cth).

- 3.16 **Nominated Representative** (which includes Union/Nominated Representative) means:
- a) a Union;
 - b) a person; or
 - c) another organisation nominated by an Employee, or group of Employees, to support or represent them (or both), excluding a currently practising solicitor or barrister.
- 3.17 **Ordinary Hours of work** means 7.5 consecutive hours per day, 37.5 hours per week Monday to Friday, or 75 hours per fortnight.
- 3.18 **Personal Leave** means personal leave and paid carer's leave unless otherwise specified in this Agreement.
- 3.19 **Part-time** means hours less than the ordinary hours of work for a Full-time Employee for which the Employee receives entitlements proportionate to the hours worked.
- 3.20 **Public Holiday** means any or all of the holidays specified in clause 34, Public Holidays and Closures.
- 3.21 **Span of Ordinary Hours** means 6:30am to 6:30pm, Monday to Friday inclusive.
- 3.22 **The Act** means the Fair Work Act 2009 (Cth).
- 3.23 **Vice-Chancellor** means the Vice-Chancellor of Curtin University.

4 Coverage of this Agreement

- 4.1 This Agreement covers and applies to:
- a) The Employer;
 - b) All Employees employed by the Employer at the Curtin University Early Childhood Centre (or any other legal or trading name subsequently adopted); and
 - c) United Voice.
- 4.2 This Agreement does not cover or apply to the Director, as defined in clause 3, *Definitions*.

5 Operation of this Agreement

- 5.1 This Agreement will operate from seven (7) days after approval by the FWC and has a nominal expiry date of 31 December 2021.
- 5.2 Notwithstanding clause 5.1, this Agreement will continue to operate until it is varied, cancelled or replaced in accordance with the provisions of the *Fair Work Act 2009*.
- 5.3 Negotiations for a replacement Agreement will commence no later than three months prior to the nominal expiry date of this Agreement.

PART 2 – MODES OF EMPLOYMENT

6 Modes of Employment

6.1.1 An Employee will be appointed to a position as follows:

- a) Continuing appointment;
- b) Fixed-term appointment, or
- c) Casual.

6.1.2 The Employer will make a written offer of appointment to Employees (other than Casual Employees, who will be provided their terms of appointment as specified in clause 6.5), which specifies details about the position and conditions of employment, including the following terms:

- a) type of employment;
- b) classification level;
- c) duties to be performed;
- d) reporting relationship;
- e) relevant pay rates and conditions of employment;
- f) hours or fraction of Full-time hours to be worked, if engaged on a Part- time basis;
- g) length and terms of any probation period; and
- h) relevant industrial agreement.

6.1.3 An Employee will be required to sign a written offer of appointment in acceptance of the conditions of employment.

6.2 Continuing Appointments

Continuing appointments are those made to Employees for an indefinite ongoing period.

6.3 Fixed-term Appointments

- 6.3.1 Fixed-term appointments may be made for a definite period (fixed term) or to undertake a specific project.
- 6.3.2 All annual leave entitlements accrued during a Fixed-term appointment will be taken prior to, or paid out on, expiry of the appointment, unless the Employee is subsequently appointed to a further Fixed- term appointment or continuing appointment and it is agreed between the Employer and the Employee that these entitlements need not be taken or paid out.
- 6.3.3 Where an Employee who is appointed on a Fixed-term appointment is subsequently appointed on a continuing or a further Fixed-term appointment, and the period between appointments is six weeks or less, the period of the former Fixed-term appointment will be recognised as prior service.

6.4 Notice for Fixed-term Appointments

- 6.4.1 The Director will provide an Employee on a Fixed-term appointment with four weeks written notice of the intention to offer or not offer further employment at the expiry of the Fixed-term appointment.
- 6.4.2 If, due to circumstances beyond the Director's control, the Director is not able to provide the notice required under clause 6.4.1, it will be sufficient compliance with clause 6.4.1 if the Director:
 - a) provides the Employee on the Fixed-term appointment written advice of those circumstances, no later than when the notice would otherwise be required to be given; and
 - b) gives notice to the Employee on the Fixed-term appointment at the earliest practicable date thereafter.
- 6.4.3 A Fixed-term appointment which expires through the passing of time will not be considered a termination of employment initiated by the Employer.

6.5 Casual Appointments

- 6.5.1 A Casual Employee is engaged by the hour and will be paid an hourly rate of pay equivalent to a Full-time Employee, plus a casual loading of 25 percent in lieu of leave entitlements.
- 6.5.2 An offer of employment as a Casual Employee provides no expectation of a continuing appointment with the Employer.
- 6.5.3 A Casual Employee will be paid for not less than three consecutive hours per day.
- 6.5.4 A Casual Employee's employment may be terminated by either party by giving one hour's notice.

Conversion of Casual Appointments to Fixed-Term Appointments

- 6.5.5 To be eligible for conversion to a fixed-term appointment, a Casual Employee must be employed on a regular and systematic basis in the same, or a similar and identically classified position within the Centre, either:
 - a) over the immediately preceding 12 months and in those immediately preceding 12 months, the average weekly hours worked equal to at least 50% of the ordinary weekly hours that would have been worked by an equivalent full-time employee; or
 - b) over the immediately preceding period of at least 24 months.

7 Probation

- 7.1 An Employee on a continuing appointment is subject to a six months' Probationary Period.
- 7.2 A Probationary Period may be extended by up to a further three months, provided that the Employee is notified in writing of the reason for the extension not less than 10 working days prior to the conclusion of the initial probationary period.

- 7.3 Prior to any decision to terminate employment:
- an Employee on probation will be advised of any adverse material about the Employee that the Director intends to take into account in a decision to terminate the employment; and
 - the Director will give the Employee the opportunity to respond within 10 working days of receipt of the advice.
- 7.4 The Director will confirm or terminate the appointment on or before conclusion of the Probationary Period.
- 7.5 Any decision to extend or terminate the Probationary Period must be agreed to by the Director, People and Culture.
- 7.6 If the Employee is to be terminated within the Probationary Period, the Director will give the Employee no less than one week written notice or payment in lieu of notice.

8 Cessation of Employment

- 8.1 The period of notice to be given by the Employer of pending cessation of employment will be as specified in Table 2 below:

Table 2 - Notice to be given by Employer	
<i>Period of Continuous Service</i>	<i>Period of Notice</i>
1 year or less	1 week
Over 1 year and up to completion of 3 years	2 weeks
Over 3 years and up to completion of 5 years	3 weeks
Over 5 years of completed service	4 weeks

- 8.2 If the Employee is over 45 years old and has completed at least two years continuous service with the Centre, they will be entitled to an additional two weeks' notice.
- 8.3 Payment in lieu of notice may be made if the Director does not require the Employee to work the notice period.
- 8.4 If the Employee and the Director agree, the Employee may work part of the required period of notice and receive payment for the remainder of the period of notice.
- 8.5 Unless otherwise agreed between the Employee and the Director, an Employee may terminate their employment with the Employer by providing no less than the following notice periods:
- coordinator - four weeks' notice; and
 - all other Employees - two weeks' notice.
- 8.6 If an Employee fails to provide the notice prescribed in clause 8.5, the Employer may withhold monies due to the Employee upon termination, equivalent to the period of notice not given, to a maximum of four weeks.
- 8.7 The period of notice in this clause will not apply in the case of summary dismissal or to Casual Employees and Trainees.

- 8.8 Trainees who are engaged for a specific period of time will, upon completion of the traineeship and provided that the trainees' services are retained, have the training period counted as service in determining entitlements. In the event that a trainee is not offered continuing employment at the end of their traineeship but is re-engaged by the Centre within six months of cessation of their traineeship, the period of traineeship will be counted as service in calculating any future severance payment to the Employee.

9 *Redundancy*

Redundancy occurs when the Employer no longer requires the Employee's job to be performed by anyone due to changes in the operational requirements of the Centre. Redundancy provisions are outlined in Schedule 3, *Redundancy*.

10 *Stand Down*

The Employer may stand down any Employee for any day, or portion of a day, upon which the Employee cannot be usefully employed because the Centre cannot open due to circumstances beyond its control, such as fire or flood, and the Centre is consequently unable to gain revenue for the period.

PART 3 – SALARIES AND ALLOWANCES

11 Salaries and Classifications

- 11.1 All Employees of the Centre employed under this Agreement, will be paid salaries as specified in Schedule 1, Salaries and Classifications and the definitions of the classification levels as specified in Schedule 2, Definitions of Roles.
- 11.2 Salary will be payable fortnightly to an Employee and will be accompanied by an electronic payslip.
- 11.3 Salary increases arising from this Agreement will be paid from the effective date specified in Table 3 below, to Employees employed by the Centre at or after the date of commencement of this Agreement:

Table 3 – Salary Increases	
<i>Percentage (%)</i>	<i>Effective Date</i>
1.5	30 June 2018
1.5	30 June 2019
1.5	30 June 2020
1.5	30 June 2021

12 Salary Increments

- 12.1 The purpose of increments within each classification level is to recognise the increased productivity arising from an Employee's ongoing performance in a position at a particular classification level.
- 12.2 Progression from one increment to the next within a classification is subject to an Employee meeting the following criteria:
- a) competency at the existing level;
 - b) 12 months' experience at that level and in-service training as required; and
 - c) demonstrated ability to acquire the skills which are necessary for advancement to the next pay point level.
- 12.3 Where an Employee is deemed not to have met the requisite competency at their existing level at the time of their work performance appraisal, their incremental progression may be deferred, for periods of three months at a time, provided that:
- a) the Employee is notified in writing as to the reasons for the deferral;
 - b) the Employee has, in the 12 months leading to the appraisal, been provided with in-service training required to attain a higher pay point; and
 - c) following any deferral, the Employee is provided with the necessary training in order to advance to the next level.
- 12.4 Where a performance appraisal has been deferred for operational reasons beyond the control of either party and the appraisal subsequently deems the Employee to have met the requirements under this clause, any increase in salary rates will be back paid to the 12 month anniversary date of the previous incremental progression.

- 12.5 An Employee whose incremental advancement has been refused or deferred may seek to have the decision reviewed by lodging a written request through the dispute resolution procedure in clause 33, Dispute Resolution Procedures, of this Agreement. If the review is successful, then the incremental advancement will be backdated to the original due date. The review process must be completed within two months of the request for the review being made.

13 Overpayments

- 13.1 The Employer may recover any overpayment to an Employee, subject to the following:
- a) the Employer will normally recover salary over payment(s) by salary deduction(s); and
 - b) no deduction from salary or final remuneration payment will be made without reasonable written notice to the Employee.
- 13.2 The Employer will include in the notice, reasonable options for repayment which will include a periodical repayment schedule which allows the Employee's financial circumstances to be considered. The Employee will elect a payment option.
- 13.3 The Employer may deduct any outstanding debt, including leave taken in advance, from the Employee's final payment upon cessation of employment with the Employer, unless otherwise agreed between the Employee and the Employer.

14 Supported Wage System

Schedule 4, *Supported Wage System*, defines the conditions which will apply to an Employee who, because of the effects of a disability, is eligible for a supported wage under the terms of this Agreement.

15 Higher Duties

- 15.1 An Employee may be required by the Director, or nominee, to perform the duties of another position at a higher classification level for any reason.
- 15.2 Subject to the eligibility periods specified in clause 15.3, an Employee who is required to perform higher duties will be paid at a rate not less than the base salary of the higher level or the Employee's current rate of pay, whichever is the greater, from the date of commencing higher duties and for the total period for which the higher duties are assumed.
- 15.3 A higher duties payment is payable to an Employee after the following eligibility periods have been worked:
- a) Early Childhood Educator to Team Leader – After 5 consecutive working days;
 - b) Senior Financial and Clerical Administrator to Coordinator or Director – After 2 consecutive working days;
 - c) Coordinator to Director – After 2 consecutive working days.
- 15.4 A higher duties payment, as prescribed in this clause, is regarded as salary for the purposes of calculating all other allowances, including overtime.
- 15.5 An Employee will not be penalised in any way for refusing to perform higher duties.

- 15.6 If the Employee does not perform the full duties of the higher classified position, or the duties of the position are shared by more than one person, the Employee will receive a higher duties payment proportionate to the percentage of the duties performed.

16 Superannuation

- 16.1 UniSuper shall be the nominated superannuation fund provider for all Staff Members for the life of this Agreement.
- 16.2 The University will make payments to a complying superannuation fund nominated by the Staff Member subject to the provisions of the UniSuper Trust Deed. At the date of this Agreement, the UniSuper Trust Deed permits up to 5% of the University's staff to nominate a fund other than UniSuper, and it is agreed that any change to the terms of the UniSuper Trust Deed during the life of this Agreement will have immediate effect; or
- 16.3 In the absence of the Staff Member nominating a complying superannuation fund, or where the UniSuper Trust Deed does not permit payments to an alternative fund, the University will make contributions to Unisuper.
- 16.4 If during the life of the Agreement the University can demonstrate that the performance of UniSuper is such that the University and its employees would be better off overall by not having UniSuper as the preferred fund for all Curtin employees the University will confer with the union parties to this Agreement on alternative superannuation arrangements. Following such consultation it is agreed that the parties will consider varying the terms of this clause to give effect to alternative superannuation arrangements. The union parties to the Agreement will not unreasonably withhold consent to such a variation where the University provides appropriate evidence that UniSuper's performance and service has been unsatisfactory.
- 16.5 The Employer will pay superannuation contributions as per the rates defined in Table 4 below:

Table 4 - Superannuation		
Employment Status	Contribution to UniSuper Fund Administrator	
	Employee contribution	Employer contribution
Continuing Employee on a 50% or more service fraction	0 to 7%	17% inclusive of GSG amount
Continuing Employee on less than 50% service fraction		GSG amount
Fixed-term Employee on a 50% or more service fraction and the term of the contract is 2 years or more	0 to 7%	17% inclusive of GSG amount
Fixed-term Employee on less than a 50% service fraction and the term of the contract is 2 years or more		GSG amount
Fixed term Employee if the term of the contract is less than 2 years		GSG amount
Casual Employee		GSG amount

- 16.6 At the date of commencement of this Agreement the Government Superannuation Guarantee (GSG) rate is 9.5%.

17 Salary Packaging

- 17.1 For the purposes of this clause, the following definition applies:
Total Employment Cost means salary plus on costs.
- 17.2 Notwithstanding the salary rates prescribed at Schedule 1, Salary and Classifications, an Employee will be able to enter into an individual salary package arrangement with the Employer that may result in their salary being reduced. All salary packaging arrangements will be in accordance with relevant taxation legislation.
- 17.3 The individual salary packaging arrangement agreed between the Employee and the Employer may provide for benefits to the extent that the cost to the Employer of providing the benefits and the reduced salary does not exceed the Total Employment Cost established by the Employer for that Employee.
- 17.4 An Employee will notify the Employer in writing of withdrawal from any individual salary packaging arrangement. The withdrawal will be effective as at the date of the next pay period in accordance with the terms of the agreed individual salary package arrangement.
- 17.5 Nothing in this clause will be taken to result in a reduction of entitlements currently available to any Employee who has entered into an individual salary packaging arrangement.

18 Reimbursement of Expenses

- 18.1 Where a current Employee is required to renew:
- a) a First Aid certificate;
 - b) a National Police Clearance; or
 - c) a Working with Children Check
- the Employer will be responsible for the applicable cost involved.
- 18.2 Where an Employee's employment is terminated less than three months after costs are incurred that entitles an Employee to reimbursement under clause 18.1, any amount paid by the Employer under clause 18.1 may be deducted from the Employees termination pay.
- 18.3 Where reimbursement is sought for expenses incurred under clause 18.1, the Director may require, as a condition of reimbursement, that an Employee obtain the services from a specified provider.

19 Allowances

- 19.1 For the purposes of this clause, the following definitions apply:
- Private Motor Vehicle** means a motorcar or motorcycle which the Employee owns or has private authorised use of.
- Health and Safety Representative** means an Employee who is elected for or assigned to the role, to represent Centre Employees and liaise with management regarding issues of workplace health and safety.

19.2 Motor Vehicle Allowance

Where the Director requests and authorises an Employee to use their Private Motor Vehicle during the performance of their duties, the Employee will receive an allowance of:

- a) \$0.78 per kilometre for use of a motorcar; or
- b) \$0.26 per kilometre for use of a motorcycle.

19.3 Health and Safety Representative Allowance

19.3.1 A Health and Safety Representative, as defined in this clause, will be paid a Health and Safety Representative Allowance, payable in accordance with Table 6 below:

Table 6 – Health and Safety Representative Allowance	
<i>Effective Date</i>	<i>Rate Payable per Week</i>
30 June 2017	\$17.13
30 June 2018	\$17.39
30 June 2019	\$17.65
30 June 2020	\$17.91

19.3.2 Increases to the Health and Safety Representative Allowance will be indexed in accordance with salary increases contained in this Agreement.

19.3.3 A Part-time Employee who is appointed as a Health and Safety Representative is entitled to receive the Health and Safety Representative Allowance paid proportionate to the hours worked.

20 Clothing Purchase

20.1 The Centre requires that all Employees be dressed in a manner that ensures the health and safety and comfort of both themselves and the children in their care.

20.2 In order for the Centre to maintain a respectful, friendly and professional image at all times, Employees have the option to purchase clothing with the Employer's official logo at their own expense.

PART 4 – HOURS OF WORK AND RELATED MATTERS

21 Hours of Work

- 21.1 The Ordinary Hours of Work for Employees will be determined by the Director in accordance with this clause.
- 21.2 The Full-time Ordinary Hours of Work, Monday to Friday, will be:
 - a) 7.5 consecutive hours per day; or
 - b) 37.5 hours per week; or
 - c) 75 hours per fortnight.
- 21.3 The Part-time Ordinary Hours of Work for Part-time Employees will be less than 37.5 hours per week.
- 21.4 The Director may schedule Part-time Ordinary Hours of Work to be worked over a minimum of three days per week.
- 21.5 Subject to the Centre's reasonable operational requirements and clause 23 Overtime, Ordinary Hours of Work will be worked within the Span of Ordinary Hours, between 6.30am and 6:30pm, Monday to Friday inclusive.

22 Breaks and Rosters

- 22.1 Notwithstanding clause 22.2:
 - a) An Employee will be entitled to an unpaid meal break of at least 30 minutes; and
 - b) No more than five hours will be worked without a meal break.
- 22.2 Subject to clause 22.1, the times for Employee meal breaks may be set according to a roster established by the Director in order to meet operational requirements. No roster or meal break may be altered without the consent of the Director.
- 22.3 An Employee will be allowed a rest break of 15 minutes daily at a time agreed between the Director and Employee.

23 Overtime

- 23.1 For the purposes of this clause, the following definitions apply to all employees:
 - 23.1.1 Overtime for Full-time Employees means all work performed:
 - a) outside the Span of Ordinary Hours; or
 - b) in excess of the Full-time Ordinary hours of as per clause 21 - Hours of Work.
 - 23.1.2 Overtime for Part-time Employees means all work performed:
 - a) outside the Span of Ordinary Hours; or
 - b) in excess of 7.5 hours per day, or
 - c) in excess of 37.5 hours per week
- 23.2 Overtime will be calculated at the following rates:

- 23.2.1 All Overtime performed on weekdays, Monday to Friday inclusive, will be paid at the rate of time and one half for the first two hours worked and double time thereafter.
- 23.2.2 All work performed on a Saturday or Sunday will be paid at double time;
- 23.2.3 Subject to clause 34.4, work performed on an Employer observed public holiday, as prescribed in clause 34.1 will be paid at double time and a half.
- 23.3 Overtime payment will not include the Casual loading prescribed in clause 6.5, Casual Appointments.
- 23.4 Before commencement of any overtime, approval will be required in advance by the Director, except in emergency situations, in which case the Director may approve overtime retrospectively.
- 23.5 An Employee will not be penalised for declining a request by the Centre to work reasonable overtime.

Overtime Meal Allowance

- 23.6 An Employee is entitled to an overtime meal allowance of \$11.76 if required, without being notified on the previous day, to work overtime for two hours or more and they are not provided with a meal free of charge by the Centre.

Reasonable Hours of Overtime

- 23.7 The Director may require an Employee to work reasonable overtime.
- 23.8 An Employee who is required to work overtime will be paid at the appropriate overtime rates as specified in this clause.
- 23.9 An Employee may refuse to work overtime if such overtime would result in the Employee working hours which are unreasonable, having regard to the following:
- a) any risk to the Employee's health and safety;
 - b) the Employee's personal circumstances including any family responsibilities;
 - c) the operational requirements of the Centre;
 - d) the notice (if any) given by the Director of the overtime and by the Employee of their intention to refuse it;
 - e) the nature of the Employee's role and the Employee's level of responsibility; and
 - f) any other relevant matter.

24 Time Off In Lieu (TOIL) of Ordinary Hours

- 24.1 Accrued time off in lieu (TOIL) of ordinary hours will be taken as soon as practicable after the extra duty has been performed. TOIL must be cleared within one year from the date of which it was accrued. After this time, any accrued TOIL not cleared will be lost.
- 24.2 An Employee may not accrue or carry forward TOIL credits in excess of 15 hours without the prior approval of the Director.
- 24.3 Prior to cessation of employment, an Employee will be expected to clear all unexpired TOIL.

25 Non-Contact Time

- 25.1 An employee responsible for the preparation, implementation and /or evaluation of a developmental program will be entitled to a minimum of five hours non-contact time per week for up to a maximum of 40 children per program.
- 25.2 Where more than one employee is responsible for the preparation, implementation and /or evaluation of a developmental program, the entitlement will be a combined minimum of five hours non-contact time per week for up to a maximum of 40 children per program.
- 25.3 During this period of non-contact time, an Employee is not required to supervise children or perform other duties.
- 25.4 The non-contact time will normally be discussed between the Director and the Employee(s).

26 Immunisations

- 26.1 For the purposes of this clause, the following definition applies:
Medical Practitioner means a person whose primary employment is to diagnose physical and mental illnesses, disorders and injuries and prescribes medications and treatments.
- 26.2 To ensure a safe and hygienic environment at the Centre, and in accordance with the Australian Government National Health and Medical Research Council (NHMRC) recommendations, all Employees are strongly recommended to be immunised against the following:
 - a) Measles, Mumps and Rubella (MMR);
 - b) Hepatitis A or AB;
 - c) Chicken Pox; and
 - d) Diphtheria and Whooping Cough (dTpa)
- 26.3 Employees can receive the recommended immunisations at the University Medical Centre at the expense of the Employer, or attend a medical practitioner of their choice at their own expense.
- 26.4 An Employee may receive any additional immunisations as recommended by recognised authorities for Children's Services at the expense of the Employer.
- 26.5 The Employer will provide Employees with educational information about vaccine-preventable diseases and the risks associated with not being immunised.
- 26.6 The Centre will maintain an immunisation record system and will require all Employees to:
 - a) complete an individual Employee record with evidence of immunisations completed;
 - b) update their individual record with evidence when they receive or renew any immunisations; and
 - c) report any infections or diseases related to the immunisations specified in this clause during the course of their employment.

- 26.7 In order to control or minimise risk in the event of an outbreak of disease or infection at the Centre, an Employee may be:
- a) transferred to an alternative workplace location within the Centre, or elsewhere on campus; or
 - b) directed to work off campus or from their place of residence,
- without loss of ordinary pay, until the Centre directs and receives a medical clearance for the Employee to return to the Centre.

27 Training and Professional Development

- 27.1 All Full-time and Part-time Employees, except for Kitchen Employees, will be required to attend a minimum of 12 hours training and professional development per calendar year to maintain a required level of skill and compliance.
- 27.2 Scheduled training will be paid at ordinary hourly rates of pay, except for:
- a) scheduled training during weekday meal breaks, provided that this results in the Employee working in excess of 7.5 hours for the day; and
 - b) when overtime rates apply, in accordance with clause 23, Overtime.
- 27.3 Casual Employees may be required to complete a minimum of 12 hours regulation training per calendar year with the option to attend further training as approved by the Director.
- 27.4 Scheduled training for Casual Employees will be paid at ordinary hourly rates of pay plus a 25 per cent loading, except for scheduled training during weekday meal breaks and when overtime rates apply, in accordance with clause 23, Overtime.

28 Workplace Bullying

- 28.1 For the purposes of this clause, the following Fair Work Act 2009 definition applies: Bullying at work occurs when:
- a) a person or a group of people repeatedly behaves unreasonably towards a worker or a group of workers at work, and;
 - b) the behaviour creates a risk to health and safety.
- 28.2 All Employees have the right to operate in an environment free from Workplace Bullying.
- 28.3 All Employees are required to:
- a) personally demonstrate appropriate behaviour;
 - b) take reasonable care to ensure their own safety and health at the Centre; and
 - c) avoid adversely affecting the safety or health of any other person through any act of Workplace Bullying or omission to deal with acts of bullying.
- 28.4 The Director, or, if appropriate, the Director's line manager, is responsible for investigating complaints of Workplace Bullying promptly, confidentially, and impartially.
- 28.5 Disciplinary action for findings of Workplace Bullying may be taken in accordance with clause 30, *Misconduct*.

29 Unsatisfactory Work Performance

- 29.1 Where the Director is of the view that the work performance of an Employee is unsatisfactory, the Director will firstly counsel the Employee on the nature of the improvement required and the time within which reasonable improvement can be expected.
- 29.2 A record of the counsel will be kept and a copy provided to the Employee concerned.
- 29.3 The Director may direct the Employee to undertake a course of professional development or suitable program(s) appropriate to the inherent requirements of the job and designed to assist in improving work performance.
- 29.4 Where the Director believes that the actions taken have not produced the desired improvements in the Employee's work performance, the Director will make a formal report to the Executive Manager stating that the work performance of the Employee is unsatisfactory. Such report will clearly state the aspects of work performance viewed as unsatisfactory and the record of attempts to remedy the problem.
- 29.5 The Director will provide a copy of the report to the Employee, who will be given 10 working days to respond to the Executive Manager.
- 29.6 After receiving the response from the Employee, the Executive Manager will decide whether to:
 - a) take any further action;
 - b) refer the matter back to the Director with a requirement for particular action; or
 - c) impose a penalty prescribed in clause 29.8.
- 29.7 The Executive Manager will seek advice from the Director prior to making a decision.
- 29.8 The Employee will be advised that, if the Executive Manager believes a case of unsatisfactory work performance is established, one of the following penalties may be imposed:
 - a) censure or reprimand;
 - b) withholding of, or a reduction in, an increment;
 - c) withdrawal of other benefits; or
 - d) a recommendation to the Director, People and Culture for:
 - e) demotion or removal from position; or
 - f) termination with notice.
- 29.9 The Employee will be advised in writing of the outcome.

30 Misconduct

- 30.1 An allegation of misconduct will normally be resolved by the Director through guidance, counselling, conciliation or other appropriate action that may include Employee development prior to any further action being taken.
- 30.2 Where the Director decides that:
- a) it is not appropriate for an allegation(s) of misconduct to be resolved in accordance with clause 30.1; or
 - b) it has not been resolved in accordance with clause 30.1,
- then a report of the allegation(s) will be made to the Executive Manager.
- 30.3 The report will provide information about the nature and details of the allegation(s) and what steps have been taken to attempt to resolve the issue.
- 30.4 The Executive Manager will discuss the report with the Director People and Culture, or a nominee, and determine:
- a) whether the allegation(s) is not of a serious nature; or
 - b) whether the allegation(s) is of a serious nature; and
 - c) identify an appropriate course of action.
- 30.5 Where the Executive Manager determines that the allegation(s) are not of a serious nature, they will either:
- a) refer the matter back to the Director for resolution; or
 - b) advise the Employee of the appropriate course of action to be taken.

Allegations of a Serious Nature

- 30.6 If the Executive Manager determines that the allegation(s) is of a serious nature and the report supports this view, then the Employee will be advised in writing of the details of the allegation and given 10 working days to respond to the allegation(s).
- 30.7 The Executive Manager will consider the response from the Employee and determine either that further information is required, or:
- a) imposed a penalty prescribed in clause 30.10;
 - b) recommend a penalty to the Director, People and Culture;
 - c) recommend that no penalty be imposed; or
 - d) any other course of action.
- 30.8 If the Executive Manager determines that the Employee has engaged in misconduct, such that it would be unreasonable to require the Centre to continue their employment, and the report submitted supports this view, then the Executive Manager will make a recommendation to the Director, People and Culture that the Employee be dismissed without notice.
- 30.9 The Employee will be provided with a copy of the Executive Manager's recommendation and allowed sufficient time to respond, prior to the Vice- Chancellor making a determination. The Director, People and Culture will then determine the appropriate penalty, as per clause 30.10.

Penalties

30.10 The penalties which may be imposed for findings of misconduct may include:

- a) censure or reprimand;
- b) withholding of, or a reduction in, an increment;
- c) withdrawal of other benefits; or

a recommendation to the Director, People and Culture for:

- d) demotion or removal from position;
- e) suspension without pay for a specified period; or
- f) termination with notice.

30.11 The Employee will be advised in writing of the outcome.

31 *Union/ Nominated Representatives*

31.1 The Employer and Employees of the Centre agree to comply with the right of entry provisions under the Fair Work Act 2009.

31.2 The Director will be given adequate prior notice in writing of a Union/ Nominated Representative attending the Centre in accordance with clause 31.1.

31.3 Employees who are Union/Nominated Representatives will be afforded reasonable release from normal duties, without loss of pay, to represent an Employee's interests in discussions and negotiations related to the Agreement and/or the NES, and in representing an Employee in grievance, dispute and disciplinary matters, in consultation with the Director.

31.4 Employees who are Union/Nominated Representatives will be given reasonable access to facilities for the purposes outlined in clause 31.3, as reasonably determined by the Director.

31.5 Employees who are Union/Nominated Representatives may display materials on the noticeboard located in the staffroom.

31.6 Employees who are Union/Nominated Representatives will be afforded release from normal duties to attend Union Training and/or Activities under the following conditions:

- a) The Director will be given a minimum of two weeks' notice in writing outlining details of the Union Training or Activity and the Union/Nominated Representative(s) applying to attend;
- b) The Director's approval will not unreasonably be withheld, provided that any release from normal duties does not interfere with the operational requirements of the Centre; and
- c) Release from normal duties will total 37.5 ordinary hours of work maximum per calendar year, shared between all Employee Union/Nominated Representatives, for Union Training and /or Activities.

PART 5 – CONSULTATION AND DISPUTE RESOLUTION

32 Workplace Change

- 32.1 Employees and, where they choose, a nominated representative, will be provided with opportunities to provide timely input into the decision making processes of the Centre.
- 32.2 The provisions of this clause apply to the introduction of a major change that is likely to result in significant effect on Employees within the Centre.
- 32.3 Major change is likely to have significant effect on Employees if it results in:
- a) redundancy;
 - b) changed hours of operation;
 - c) a change to the composition, operation or size of the Centre's workforce or in the skills required where this will have a material impact on the day to day work practices of Employees;
 - d) job structuring, technological or structural change where this will have a material impact on the day to day work practices of Employees; or
 - e) changes to Employer policies and procedures which have a significant and material impact on the Centre.

Provided that where this Agreement makes provision for variation of any of these matters the variation is deemed not to have significant effect.

Consultation on Major Change

- 32.4 When the Director has developed a proposal for a major change that is likely to have significant effect on Employees, the Director will engage in formal consultation with the Employees who may be affected by the change.
- 32.5 The Director may invite discussion with individual Employees who may be affected by the major change prior to the release of any proposal for change.
- 32.6 The Director will provide a copy of any proposal for major change to the Union(s), who may consider and make submissions to the Director on the proposal for major change.
- 32.7 Formal consultation will include the provision of a proposal for major change which sets out:
- a) the nature of the proposed major change and rationale for the change;
 - b) any significant effect the major change is likely to have on Employees;
 - c) reasonable consultation periods;
 - d) any other relevant information about the major change other than information which is subject to legal privilege or is commercial-in- confidence; and
 - e) the measures the Director is considering to avert or mitigate any material adverse effect of the proposed major change on Employees.
- 32.8 Prior to making a decision as to whether or not to implement major change the Director will give genuine consideration to matters raised during the stated formal consultation period.

Decision on Major Change

- 32.9 The Director will notify the affected Employees and the Unions of its decision as to whether or not it will implement major change and provide them with a copy of a change implementation plan which will include a summation of all matters raised during the formal consultation process.
- 32.10 The Director will continue to consult with and support Employees who are affected during the implementation of major change.

Consultation on Roster Changes

- 32.11 The Director will consult with Employees in relation to changes to their regular roster or ordinary hours of work. In consulting with Employees, the Director will:
- a) provide information to Employees about the changes;
 - b) invite Employees to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities); and
 - c) consider any views expressed by Employees regarding the impact of the changes.

33 Dispute Resolution Procedures

- 33.1 In the event of a dispute in relation to a matter arising under this Agreement, in the first instance the Director and Employee will attempt to resolve the matter at the local level using appropriate interventions, including counselling, mediation and Employee training.
- 33.2 An Employee who is a party to the dispute may appoint their Union/ Nominated Representative to accompany or represent them, or both, for the purposes of this clause. The Employee's Union/ Nominated Representative may address dispute matters with the Director on behalf of the Employee, without the Employee being present.
- 33.3 The Union may initiate this dispute resolution procedure by raising a dispute with the Director in writing, stating the particulars and circumstances of the dispute.
- 33.4 If a dispute relates to a matter arising under this Agreement or the National Employment Standards, this clause will apply to settle the dispute, as follows:
- a) In the first instance, the Employee or the Unions or the Nominated Representative and the Director will discuss the matter in an attempt to resolve the dispute within five working days of the matter being reported to the Director, unless another timeframe is agreed.
 - b) If a dispute is not resolved in accordance with Clause 33.4(a), the Employee or the Unions/ Nominated Representative will within 5 working days attempt to resolve the dispute of the outcome of discussions as per 33.4(a) by referring it to the relevant University Executive Manager.
 - c) If the dispute is not escalated as per 33.4.(b) within 10 days the dispute will lapse.
 - d) If the dispute is unable to be resolved in accordance with clause 33.4(b) any party to the dispute may refer the dispute to the FWC for resolution.

- e) If the matter is not referred to the FWC within 10 working days of notification of the outcome of discussions as per 33.4(b) the dispute will lapse. The FWC may resolve the dispute by the processes of conciliation or arbitration, or both. The parties to the dispute agree to be bound by and implement any order, decision or recommendation of the FWC, subject to a right of appeal to a Full Bench of the FWC.
- 33.5 Except where a genuine safety issue is involved, Employees will continue to perform their work as they would normally while the procedures outlined in this clause are being applied and the Centre will not implement changes specific to the matters raised in the dispute. Neither party to the dispute will take actions that are likely to exacerbate the specific matter(s) under dispute.

PART 6 – LEAVE AND PUBLIC HOLIDAYS

***Note: Leave Guidelines at Schedule 6**

34 Public Holidays and Closures

- 34.1 All Employees (excluding casual employees) will be entitled to paid leave for the following declared Western Australian public holidays:
- a) New Year's Day;
 - b) Australia Day;
 - c) Labour Day
 - d) Good Friday;
 - e) Easter Monday;
 - f) Easter Tuesday;
 - g) ANZAC Day;
 - h) Western Australia Day;
 - i) Anniversary of the Sovereign;
 - j) Christmas Day;
 - k) Boxing Day (26 December).
- 34.2 If any of the days specified in clause 34.1 falls on a Saturday or on a Sunday, an alternative day will be observed.
- 34.3 If requested by the Director, an Employee may be required to work the following 3 public holidays:
- a) Labour Day;
 - b) Anniversary of the Sovereign;
 - c) Western Australia Day.
- 34.4 If an employee:
- a) works on any of the public holidays specified in clause 34.3; or
 - b) takes approved paid leave or other approved arrangement in lieu of working the public holiday
- the Employee will be entitled to take an alternative day of leave in lieu of the public holiday at a time that is agreed between the Employee and the Director.
- 34.5 The Centre will observe, without loss of pay, a seven day Christmas closedown period usually commencing no later than 25 December.
- 34.6 Subject to clause 34.4, alternative local arrangements may be observed during the Christmas closedown.
- 34.7 In addition to the Christmas/New Year public holidays, the Centre will grant an Employee four day's paid leave to be taken at the Christmas closedown period.

35 Annual Leave

35.1 For the purposes of this clause, the following definitions apply:

Accrued Annual Leave means accumulated annual leave that has not been taken by the Employee.

Excess Accrued Annual Leave means annual leave accrued in previous calendar years in excess of 225 hours (30 days).

Annual Leave Entitlement

35.2 The provisions of this clause 35 do not apply to Casual Employees.

35.3 A Full-time Employee is entitled to 150 hours (20 days / 4 weeks) of annual leave on full pay each calendar year. Annual leave will accrue on a daily basis during periods of continuous service.

35.4 All Employees on continuing appointments are entitled to access 150 hours (20 days/ 4 weeks) annual leave in advance from 1 January of each year.

35.5 A Part-time Employee is entitled to annual leave proportionate to hours worked.

35.6 Annual leave loading will be paid at a rate of 17.5% of an Employee's ordinary rate of pay on a maximum of 150 hours (20 days / 4 weeks) of annual leave per year. Annual leave loading will be paid in November or December each year, or on cessation of employment of an Employee.

35.7 If an Employee has Excess Accrued Annual Leave (30 days), the Director may direct the Employee to clear within 12 months up to 150 hours (20 days / 4 weeks) of the Excess Accrued Annual Leave, unless there are mitigating circumstances that restrict the taking of annual leave within this period.

35.8 An Employee may make a written application to cash out accrued annual Leave in excess of 150 hours (20 days/4 weeks), subject to the approval of the Director, who will take into consideration the Employee's circumstances and leave history.

35.9 On cessation of employment an Employee will be paid out any accrued annual leave and annual leave loading that has not been paid or taken.

36 Long Service Leave (LSL)

36.1 If any provisions of this clause are less favourable for Employees than the equivalent provisions in the Long Service Leave Act 1958 (WA) (LSL Act), the provisions in the LSL Act will apply.

36.2 Entitlement to Long Service Leave

36.2.1 A Full-time Employee will accrue a LSL entitlement of 65 days (487.5 hours) for each qualifying period. Qualifying periods are reached upon:

- a) Completion of an initial 10 years' Continuous Service with the Employer, including recognition of any applicable prior service; and
- b) Completion of each subsequent period of seven years of Continuous Service with the Employer.

36.2.2 A Part-time Employee will accrue, on a proportionate basis, the LSL entitlement provided for in clause 36.2.1, calculated according to the average weekly hours worked by the Employee during the period of Continuous Service with the Employer.

36.2.3 A Casual Employee who has Continuous Service with the Employer, may be entitled, on a proportionate basis, to LSL as provided in clause 36.2.1, calculated according to the average weekly hours worked by the Employee during the period of continuous service with the Employer.

36.3 Pro-rata Long Service Leave

36.3.1 LSL accumulates on a daily basis, but does not accrue until qualifying periods (as specified in clause 36.2.1) have been reached. However, Employees may take pro-rata accumulated LSL after seven years' Continuous Service with the Employer in accordance with clause 36.4.

36.3.2 An Employee's entitlement to LSL will reduce proportionate to any amount the Employee has accessed on a pro-rata basis.

36.4 Taking of Long Service Leave

36.4.1 After an Employee has completed an initial seven years' continuous service with the Employer, they may take any of their accumulated or accrued LSL, according to the entitlement prescribed in 36.2, at a time of their choosing, subject to:

- a) approval of the Director, with consideration of organisational requirements; or
- b) the Employee giving at least six month's written notice of such leave to the Director.

36.4.2 An Employee may apply to take LSL for double the entitlement period on half pay or half the entitlement period on double pay.

36.4.3 LSL will count towards continuous service for the purposes of this Agreement; however, where LSL is taken on half pay or double pay, the period of leave that counts as continuous service will be the equivalent time value of the leave at full pay.

Cashing Out of Long Service Leave

36.4.4 Subject to the approval of the Director, an Employee may cash out a portion of their accrued LSL, provided that the Employee retains 487.5 hours (65 days) of accrued LSL.

36.4.5 The Director may approve the cashing out with retention of a lesser amount of accrued LSL, subject to exceptional circumstances only.

36.5 Paying Out Long Service Leave on Cessation of Employment

36.5.1 Employees who have completed seven or more years of continuous service with the Employer are entitled to a pro-rata LSL payment on cessation of employment, subject to clause 36.5.2.

36.5.2 Where an Employee is terminated at the initiation of the Employer in accordance with clause 29 - Unsatisfactory Work Performance or clause 30 - Misconduct, clause 36.5.1 will not apply.

36.5.3 Notwithstanding clause 36.5.1, where an Employee:

- a) resigns on the grounds of ill-health;
- b) has reached their superannuation preservation age and is leaving the workforce;
- c) occupies a position which is made Redundant; or
- d) dies

they will be entitled to payment of both accrued and accumulated LSL, proportionate to their years of continuous service.

37 Personal and Carer's Leave

37.1 Personal Leave Entitlement

- 37.1.1 A Full-time Employee is entitled to 75 hours (10 days) of Personal Leave on full pay for each year of continuous Service. Personal leave will accrue on a daily basis during periods of continuous service and paid Personal Leave entitlements will accumulate from year to year.
- 37.1.2 Part-time Employees are entitled to Personal leave proportionate to hours worked.
- 37.1.3 An Employee may take Personal leave for any of the following absences:
- a) unfit for work due to personal illness or injury;
 - b) to attend an appointment with a registered health professional;
 - c) to provide the employee's immediate family or member of household with care or support due to personal illness or injury, or in relation to a personal emergency affecting that person;
 - d) to attend to matters related to family or domestic violence as per the University's policies and procedures;
 - e) as a result of special or exceptional circumstances;
 - f) to attend ceremonial or cultural events to comply with traditional customs and laws.
- 37.1.4 Personal leave absences for reasons prescribed in clauses 37.1.3 e) and f) will not exceed 37.5 hours or five days in a calendar year and the Employee will make every reasonable effort to gain prior approval from the Director.

37.2 Unpaid Carer's Leave Entitlement

- 37.2.1 An Employee may take up to 15 hours (2 days) of unpaid carer's leave for each occasion if an Employee's immediate family or Member of Household requires care or support due to personal illness or injury, or in relation to a personal emergency affecting such a person.
- 37.2.2 An Employee may take unpaid Personal Leave as prescribed in clause 37.2.1 as:
- a) consecutive days; or
 - b) separate periods as agreed between the Employee and the Director, totalling two days for each occasion.
- 37.2.3 An Employee will only take unpaid personal Leave if their paid personal Leave is exhausted.
- 37.2.4 A casual Employee is entitled to unpaid carer's leave.

37.3 Employee Obligations When Taking Personal Leave or Unpaid Carer's Leave

- 37.3.1 An Employee who is absent on either personal or carer's leave will, as soon as practicable, notify the Director of their absence and in the case of ongoing absence and keep the Director informed of the continued requirement for leave.

37.3.2 Where an Employee takes Personal Leave for reasons prescribed in clauses 37.1.3 (a), (b) or (c) for more than three consecutive days or more than five days in total in a calendar year, they will provide the Director with a certificate from a registered healthcare provider to support their absence. Where provision of such a certificate is not practicable, the Employee will provide the Director with a statutory declaration confirming the reason for their absence.

37.3.3 If an Employee does not fulfil the requirements of clause 37.3 they will be considered to have taken unauthorised leave.

37.4 *Return to Work after Extended Personal Leave*

37.4.1 Where an employee:

- a) Has been absent from work due to personal illness or injury for a period in excess of 20 consecutive working days, or for a period of 20 working days within a period of 6 consecutive months; and
- b) Is neither under the care of a registered medical specialist nor has been referred to a registered medical specialist:
 - i. the Director may, for the purpose of assisting that Employee's return to work, require the Employee to provide, at the Employer's expense, a clearance to return to work from a registered medical specialist of the Employee's choice; and
 - ii. prior to the Employee returning to work at the Centre, a return to work program will be negotiated as necessary between the Employee and their Union/Nominated Representative, and the Director. Any negotiated return to work program will be approved by an injury management professional; or
 - iii. Is under the care of a registered medical specialist; the Director may, for the purpose of assisting the Employee's return to work, require the Employee to provide a clearance to return to work from the registered medical specialist.

38 *Compassionate Leave*

38.1 *Paid Compassionate Leave Entitlement*

38.1.1 An Employee may take 22.5 hours (three days) of compassionate leave on Full Pay for each occasion when the Employee's immediate family or member of household:

- a) contracts or develops a personal illness or sustains an injury that poses a serious threat to their life; or
- b) dies.

38.1.2 An Employee may take compassionate leave for a particular occasion as prescribed in clause 38.1.1 as a single continuous period or as separate periods totalling 22.5 hours, as agreed between the Employee and the Director.

38.1.3 If an Employee has fully utilised their compassionate leave entitlement as prescribed in clause 38.1.1, they may be entitled to access Personal Leave as prescribed in clause 37 - Personal and Carer's Leave.

38.1.4 Clause 38.1.1 does not apply to Casual Employees.

38.2 Unpaid Compassionate Leave Entitlement

- 38.2.1 All Employees, including Casual Employees, will be entitled to unpaid compassionate leave, subject to the provisions of clause 38.2.2
- 38.2.2 Casual Employees will be entitled to 22.5 hours (three days) unpaid compassionate leave for each occasion when an Employee's immediate family or member of household:
- a) contracts or develops a personal illness or sustains an injury that poses a serious threat to their life; or
 - b) dies.
- 38.2.3 A Casual Employee may take compassionate leave for a particular occasion as prescribed in clause 38.2.2 as a single continuous period or as separate periods totalling 22.5 hours (three days), as agreed between the Employee and the Director.

39 Child Care Special Leave

- 39.1 The following Employees are entitled to two periods of one week of paid Child Care Special Leave per calendar year:
- a) Continuing Employees;
 - b) Employees engaged in administrative duties who are on call; and
 - c) Coordinator.
- 39.2 Child Care Special Leave will be taken as follows:
- a) one continuous week within the period of 1 January to 30 June; and
 - b) one continuous week within the period of 1 July to 31 December.
- 39.3 Part-time Employees will receive a Child Care Special Leave entitlement proportionate to hours worked.
- 39.4 Child Care Special Leave does not accrue from year to year and is forfeited if not taken.
- 39.5 Child Care Special leave does not apply to Casual and Kitchen Employees.

40 Parental Leave

40.1 Definitions:

For the purposes of this clause, the following definitions apply:

Birth Mother means an Employee who gives birth to the Child.

Child means a newly born baby or a child under school age who is placed with the Employee for the purposes of adoption, other than a child or step-child of the Employee or of the spouse of the Employee or a child who has previously lived continuously with the Employee for a period of six months or more.

Partner means a person who is a Spouse or de facto partner of the person who gives birth to the child, or who is a custodial parent of the child, including same sex partners.

Primary Caregiver means the person who will assume the principal role for the care and attention of the child.

40.2 Parental leave is available to Employees to give birth to a child, or to care for a new born or newly adopted child, where the Employee is the child's primary caregiver.

40.3 Unpaid Parental Leave

40.3.1 Unpaid parental leave of up to 12 months will be available to the following Employees who are the Birth Mother or the Primary Caregiver of a Child (as defined in this clause):

- a) Continuing Employees;
- b) Fixed-term Employees; and
- c) Casual Employees who:
 - i. have been employed by the Centre on a regular and systematic basis during a period of at least 12 months before the expected date of birth or adoption; and
 - ii. but for the pregnancy or decision to adopt, would have a reasonable expectation of continuing engagement on a regular and systematic basis.

40.4 Paid Parental Leave

40.4.1 Paid parental leave applies to a Continuing or Fixed-term Employee who is the Birth Mother or the Primary Caregiver of a Child (as defined in this clause) and meets the criteria of clauses 40.4.2 and 40.4.3 (below).

40.4.2 Where the Employee has continuous service of more than 12 months immediately before proceeding on parental leave, they will be entitled to one week of paid parental leave at their normal rate of pay.

40.4.3 Where the Employee has continuous service of more than 36 months immediately before proceeding on parental leave, they will be entitled to either:

- a) 13 weeks' parental leave paid at their full rate of pay; or
- b) 26 weeks' parental leave paid at half of their normal rate of pay.

40.4.4 Taking paid parental leave on half pay will impact upon an Employee's accrual of entitlements. The period of leave considered Continuous Service will be the equivalent time value of the parental leave at full pay (13 weeks), calculated from the commencement of the parental leave.

Parental Leave for Partners (Non-Primary Caregiver)

40.4.5 A full-time Employee who is not the Primary Caregiver and has continuous service with the Employer of more than 12 months is entitled to 112.5 hours (15 days) paid partner leave, to be taken in a single continuous period at the time of birth of a child to their Partner, or the placement of a child for adoption with the Employee or their Partner.

- a) A Part-time Employee is entitled to the paid partner leave entitlement at Clause 40.4.5 proportionate to hours worked.
- b) Parental leave will only apply to Fixed-term Employees to the extent of their existing contract of appointment and will end on the date their contract ends.

40.5 Transfer to a Safe Job

40.5.1 If a pregnant Employee provides the Director with a medical certificate stating that they are fit to work but unable to continue working in their present position they will be transferred to an appropriate safe job.

40.5.2 If it is not reasonably practicable for the Centre to transfer an Employee to a safe job, the Employee is entitled to 'no safe job' leave for the period during which they are unable to continue working in their present position (as stated in their medical certificate). This entitlement:

- a) Will be paid leave where the Employee is eligible for Paid or Unpaid parental leave (in accordance with this clause 40);
- b) Will be unpaid leave where the Employee is not eligible for Paid or Unpaid Parental Leave;
- c) Will be in addition to any other leave entitlement due to the Employee; and
- d) Does not reduce the period of parental leave to which the Employee is entitled.

40.6 Parental Leave Entitlements Following Miscarriage or Still-Birth

40.6.1 An Employee who is a Birth Mother whose pregnancy, having proceeded for a period of not less than 20 weeks, terminates by miscarriage or results in a still-born child will be entitled to:

- a) paid leave of four weeks; and
- b) such leave without pay as will bring the aggregate leave to a continuous period not exceeding six calendar months or to such longer period as may be certified by a Medical Practitioner, up to a maximum of 12 calendar months.

40.6.2 If an Employee's pregnancy results in other than the live birth of a child, or the child dies, during the period of paid parental leave, the entitlement to paid parental leave will continue.

40.7 Variation to Period of Parental Leave

40.7.1 An Employee who has taken 52 weeks or less parental leave may apply for up to an additional 52 weeks unpaid parental leave. The total period of absence will not exceed 104 weeks in relation to any one birth or adoption.

40.7.2 An Employee may apply to reduce the period of unpaid parental leave and return to work sooner.

40.7.3 An application to vary the length of a period of parental leave must be made in writing to the Director at least four weeks prior to the previously approved end date of the leave. Applications for extension or reduction of a period of parental leave will be assessed based on their merits and the reasonable operational needs of the Centre.

40.8 Return to Work from Parental Leave

40.8.1 An Employee will confirm in writing to the Director their return to work intentions at least four weeks prior to return to work.

40.8.2 Upon return to work after parental leave, an employee is entitled to:

- a) return to the classification level and fraction of the employment position held prior to them taking parental leave; or
- b) if the pre-parental leave position no longer exists, an available position subject to:
 - i) Clause 32, Workplace Change, and
 - ii) Schedule 3, Redundancy.

- 40.8.3 Normal incremental advancement within salary classifications will resume upon return from parental leave.
- 40.8.4 Subject to the approval of the Director, and in accordance with Clause 21, Hours of Work, an employee returning to work after parental leave may request to work on a Part-time basis for a period of no longer than two years. The request must be made in writing to the Director, not less than four weeks prior to returning to work. The Director will consider the request based on its merits and the reasonable operational needs of the Centre. . If refused, the reasons will be provided in writing to the Employee.

40.9 Unpaid Pre-Adoption Leave

- 40.9.1 All employees are entitled to up to two days of unpaid pre-adoption leave to attend any interviews or examinations required for the adoption of a child. This leave may be taken as:
- a) a single continuous period of up to two days; or
 - b) any separate periods to which the Employee and Employer agree.
- 40.9.2 An Employee may substitute their unpaid pre-adoption leave entitlement with other accrued paid leave (such as annual leave).

41 Leave Without Pay (LWOP)

- 41.1 An Employee may be granted LWOP, subject to the approval of the Director. Applications for LWOP will be considered:
- a) based upon the merits of the application and the operational requirements of the Centre; and
 - b) normally, only if an Employee has exhausted all annual leave, long service leave and Child Care Special Leave entitlements.
- 41.2 Any continuous period of LWOP in excess of 10 working days will not count as Continuous Service for the purposes of this Agreement, but will not constitute a Break in Service.

42 Study Leave

- 42.1 Study leave may be granted to Employees, to attend study requirements of any recognised diploma, degree or post-graduate diploma or degree, where such study has been identified as relevant to the Employee's position.
- 42.2 Full-time Employees may apply for paid study leave of up to two hours per week. Part-time Employees may apply for an amount proportionate to hours worked.
- 42.3 Employees who have been granted study leave will also be granted paid time off to sit for the annual examinations of those course as have been approved.

43 Jury or Witness Service Leave

- 43.1 A Continuing or Fixed-term Employee required to serve on a jury or to attend as a witness under Commonwealth or State law is entitled to leave on full pay for the following periods:
- a) The time when the Employee engages in the jury or witness service;
 - b) Reasonable travelling time associated with the jury or witness service; and
 - c) Up to one day immediately following the jury or witness service, only where the Employee has being sequestered overnight.

- 43.2 At the discretion of the Director, a Casual Employee who is required to serve on a jury or to attend as a witness may receive pay for periods prescribed in Clause 43.1, where:
- a) they would have been required to work; or
 - b) there is a reasonable likelihood that they would have been required to work.

44 Community Service Leave

- 44.1 For the purposes of this clause, the following definition applies:

Eligible Community Service Activity means:

- a) Voluntary emergency management activity;
 - b) Donating blood or plasma to approved donor centres;
 - c) Participating in sporting or cultural events if the Employee is a State or Commonwealth participant or official; or
 - d) An appropriate activity prescribed by legislation, or agreed to by the Director.
- 44.2 An Employee who engages in an Eligible Community Service Activity is entitled to leave on full pay for a reasonable period consisting of one or more of the following:
- a) time when the employee engages in the activity;
 - b) travelling time associated with the activity;
 - c) rest time, as appropriate, immediately following the activity.
- 44.3 Engagement in voluntary emergency management activities is subject to the Employee:
- a) taking part in an activity related to an emergency incident or natural disaster;
 - b) genuinely engaging in such activity on a voluntary basis;
 - c) possessing a membership or a member-like association with a recognised emergency service body and, either:
 - i. being requested by the emergency service body to engage in the activity, or
 - ii. there being a reasonable expectation in the circumstances that a request would have been made.

45 Leave to Count as Service and Continuity of Service

- 45.1 Without detracting from what may be specified elsewhere in this Agreement the following periods of leave will be counted as service for the purposes of determining the long service leave entitlement of an Employee:
- a) any continuous period of approved paid leave;
 - b) any period of approved but unpaid leave, other than parental leave, up to a maximum of ten working days in total per year; and
 - c) any period of paid parental leave.
- 45.2 Without detracting from what may be specified elsewhere in this Agreement the Employee's continuity of service will not be considered to be broken by any period of paid or unpaid leave that has received approval by the Director.

- 45.3 Unpaid parental leave will not break an Employee's continuity of service, but it will not be counted as time served for the purpose of accruing Long Service Leave.
- 45.4 If an Employee resigns their employment with the Centre, the Employee's continuity of service will be considered to be broken. If the Employee is subsequently offered a new appointment in the Centre, regardless of the period of time since the cessation of their prior employment, the start date of the Employee's new employment contract will be used for calculating all future entitlements. Any prior period of employment will not be included when considering the Employee's length of continuous service for all entitlements.

PART 7 – WORKPLACE FLEXIBILITY

46 Family Friendly Workplace

The Centre's commitment to providing a family friendly workplace includes the following provisions, subject to operational requirements of the Centre.

- 46.1 An Employee who has one or more children in care at the Centre will be afforded reasonable flexibility in working hours and breaks, as required for attending to the feeding requirements of the Employee's children.
- 46.2 Full-time Employees with parental responsibilities, in the first 12 months of returning to work from parental leave, will be entitled to paid leave of up to one hour per month for child care assistance.

47 Individual Flexibility Agreement

The Employer and an Employee covered by this Agreement may enter into an individual flexibility arrangement, to vary the effect of terms of the Agreement, in accordance with Schedule 5, *Individual Flexibility Agreement*.

48 Request for Flexible Working Arrangements

- 48.1 An Employee may request a change in their working arrangements where the following circumstances apply:
 - a) For a Continuing or fixed-term Employee, completion of at least 12 months of continuous service with the Employer immediately prior to the request; or
 - b) For a Casual Employee, been employed by the Employer on a regular and systematic basis for a sequence of periods over at least 12 months and have a reasonable expectation of continuing employment with the Employer on a regular and systematic basis; and
 - c) The Employee:
 - i. is the parent of, or has caring responsibility for, a child who is of school age or younger;
 - ii. is a carer (according to the *Carer Recognition Act 2010*);
 - iii. has a disability;
 - iv. is 55 years of age or older;
 - v. is experiencing violence from a member of the Employee's family; or
 - vi. provides care or support to a member of the employee's immediate family, or a member of the Employee's household, who requires care or support because the member is experiencing violence from the member's family.
- 48.2 The request must be provided to the Director in writing and clearly explain the proposed change and reasons for requesting the change to working arrangements.
- 48.3 The Director may refuse the request on reasonable business grounds and must provide a written response within 21 days, stating whether the request is granted or refused. If refused, reasons for the refusal must be provided.

SCHEDULES

Schedule 1 Salaries and Classifications

Class	Step	30 Jun 2017	30 Jun 2018	30 Jun 2019	30 Jun 2020	30 Jun 2021
			1.5%	1.5%	1.5%	1.5%
Unqualified Carer		\$44,276	44,941	45,616	46,301	46,996
Educator	1	\$51,571	52,345	53,131	53,928	54,737
Educator	2	\$53,237	54,036	54,847	55,670	56,506
Educator	3	\$54,904	55,728	56,564	57,413	58,275
Early Childhood Educator	1	\$62,719	63,660	64,615	65,585	66,569
Early Childhood Educator	2	\$64,386	65,352	66,333	67,328	68,338
Early Childhood Educator	3	\$66,052	67,043	68,049	69,070	70,107
Team Leader (with Diploma in Child Care) **	1	\$65,507	66,490	67,488	68,501	69,529
Team Leader (with Diploma in Child Care) **	2	\$67,174	68,182	69,205	70,244	71,298
Team Leader (with Diploma in Child Care) **	3	\$68,840	69,873	70,922	71,986	73,066
Team Leader (with Diploma in Child Care) **	4	\$70,534	71,593	72,667	73,758	74,865
Team Leader (Early Childhood Teacher)	1	\$68,294	69,319	70,359	71,415	72,487
Team Leader (Early Childhood Teacher)	2	\$69,959	71,009	72,075	73,157	74,255
Team Leader (Early Childhood Teacher)	3	\$71,625	72,700	73,791	74,898	76,022
Team Leader (Early Childhood Teacher)	4	\$73,322	74,422	75,539	76,673	77,824
Coordinator	1	\$84,443	85,710	86,996	88,301	89,626
Coordinator	2	\$86,111	87,403	88,715	90,046	91,397
Coordinator	3	\$87,778	89,095	90,432	91,789	93,166
Coordinator	4	\$89,444	90,786	92,148	93,531	94,934
Chef	1	\$65,507	66,490	67,488	68,501	69,529
Chef	2	\$67,174	68,182	69,205	70,244	71,298
Kitchen Assistant	1	\$45,150	45,828	46,516	47,214	47,923
Kitchen Assistant	2	\$46,842	47,545	48,259	48,983	49,718
Senior Finance and Clerical Administrator	1	\$65,507	66,490	67,488	68,501	69,529
Senior Finance and Clerical Administrator	2	\$67,174	68,182	69,205	70,244	71,298
Senior Finance and Clerical Administrator	3	\$68,840	69,873	70,922	71,986	73,066
Senior Finance and Clerical Administrator	4	\$70,534	71,593	72,667	73,758	74,865
** OR Early Childhood Teacher (operating a pre-school program)						

Schedule 2 Definition of Roles

Each position covered by this Agreement will be classified to the following dimensions of the position, as defined below:

Coordinator

This position provides support to management for the day to day operations of the Centre in particular with support to parents, supervision of Employees and assisting with the planning of the service. Experience as a Team Leader is essential and positive public relations are a major focus of this position when dealing with parents, staff and the community as a whole.

Team Leader

The purpose of this position is to provide leadership to an individual room team to support the delivery of a quality child care program. The program will provide a caring environment that is conducive to the emotional, social, motor, language and cognitive development of each child. A wide range of skills are applied in this position, including coaching, communication and interpersonal skills that support building positive relationships with the children, staff and parents while motivating both Employees and children.

The position provides role modelling for all Employees whilst continually developing and providing a balanced working, caring and learning environment. There is a commitment to process and a willingness to take responsibility for the professional growth of themselves as well as assisting the other Employees in the team to further develop their knowledge and skills.

Team Leader (Kindergarten)

The purpose of this position is to provide leadership to a kindergarten program for four year old children. A quality program will be delivered which will provide a caring environment that is conducive to the emotional, social and cognitive development of the children with particular emphasis on the educational growth of each child as they prepare for a school environment. A wide range of skills are applied in this position including coaching, communication and interpersonal that support building positive relationships with the children, staff and parents while motivating both the Employees and children.

The position provides role modelling for all Employees whilst continually developing and providing a balanced working, caring and learning environment. There is a commitment to process and a willingness to take responsibility for the professional growth of themselves as well as assisting the other staff in the team to further develop their knowledge and skills.

Educator (Certificate III)

This position provides support to the Team Leader and other team members carrying out care and education functions within the program. With direction from the Team Leader, there is a need to liaise with parents concerning the children's experiences and contribute to the safety and wellbeing of the children.

Early Childhood Educator (Diploma/Degree)

The major functions of this role are to support the Team Leader to plan, implement and evaluate the complex care of individual children within a group setting, to ensure the relationship with children, parents, families and staff is maintained in a professional manner and to work with a team approach in all facets of the position.

Senior Financial and Clerical Administrator

The role provides administrative, clerical and financial support to management. Its major focus ensures the funding requirements for the Child Care Benefit (CCB) and Child Care Management System (CCMS) are performed according to the Commonwealth Funding Guidelines. Assistance is provided to the Centre with Employee rosters, enrolments and orientation of children and families as well as the orientation of new Employees. A friendly and courteous service is provided to all telephone and face to face enquiries maintaining confidentiality and professionalism at all times.

Chef

This position is responsible for the planning, preparation and serving of all meals and snacks to the children attending the Centre with an emphasis on healthy nutrition and the special dietary needs of all the children in care. The role is responsible to purchase the weekly requirements ensuring the costs remain within the Centre's budget.

Kitchen Assistant

This is a task orientated role that requires direction from the Chef on tasks that are not routine. The role provides assistance to the chef in all duties associated with the provision of meals and snacks in the Centre. Daily routines include the preparation of food, washing up and preparing the dining room along with cleaning duties associated with the use of the dining room, equipment, utensils and storage of food.

Schedule 3 Redundancy

For the purposes of this Schedule 3, the following definition applies:

Redundancy means where the Employer no longer requires the job to be performed by anyone because of changes in the operational requirements of the Employer.

1. Notification of Redundancy

Where the Centre decides it no longer wishes the job the Employee has been doing to be done by anyone and that decision may lead to termination of employment, the Director will provide the Employee whose position is to be made redundant written notice of the date the position will be made redundant and the reasons why the position is redundant.

2. Transfer to lower paid duties

- 2.1. Where an Employee is transferred to lower paid duties by reasons of redundancy the Employee will 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.
- 2.2. The Employer may, at its option, make payment in lieu thereof of an amount equal to the difference between the former amounts the Employee would have been eligible to receive and the new lower amount the Employee is entitled to receive, for the number of weeks of notice still owing.
- 2.3. The amounts must be worked out on the basis of:
 - a) the ordinary working hours to be worked by the Employee; and
 - b) any other amounts payable under the Employee's contract of employment.

3. Redundancy Payment

- 3.1. An Employee, whose employment is terminated by reason of redundancy will be entitled to the redundancy payment provided in table 1 below, based on the Employee's salary rate at the date of cessation of employment and any variation(s) in service fraction over the total period of employment.

Table 1 - Redundancy Payment	
Period of Continuous Service	Redundancy Pay
Less than 1 year	Nil
1 year and less than 2 years	4 weeks
2 years and less than 3 years	6 weeks
3 years and less than 4 years	7 weeks
4 years and less than 5 years	8 weeks
5 years and less than 6 years	10 weeks
6 years and less than 7 years	11 weeks
7 years and less than 8 years	13 weeks
8 years and less than 9 years	14 weeks
9 years and less than 10 years	16 weeks
10 years and over	18 weeks

- a) In determining each completed year of service, the Employee who has been absent on any period of unpaid parental leave will have that period counted as if they were at work in their pre-parental leave position.

4. Employee Resignation During Notice Period

- 4.1. The Employee, having received a formal notice of redundancy, may terminate their employment during the redundancy notice period by giving notice as required in clause 8, *Cessation of Employment*.
- 4.2. Where the Employee resigns after receiving notice of redundancy, the Employee will be entitled to the same redundancy payment and benefits received if the Employee had remained with the Centre until the expiry of the redundancy notice period, as outlined in sub-clause 3.1.
- 4.3. The Employee who resigns during the notice period will not suffer any loss of their usual entitlements including holiday pay and long service leave.
- 4.4. In such circumstances, the Employee will not be entitled to payment in lieu of any unexpired portion of the redundancy notice period.

5. Transfer of Employment

Transfer of Employment means where a business is bought as an ongoing concern and certain Employees transfer across to a new Employer. In accordance with the *Fair Work Act 2009*, the Transfer of Employment provisions apply when an Employee(s) move from one employer to another employer within three months.

- 5.1. The provisions of schedule 3 are not applicable where a business is transferred from the Centre to another Employer (in this sub-clause, called the new employer), in any of the following circumstances:
 - a) Where the Employee accepts employment with the new employer, who recognises the period of continuous service that the Employee had with the Centre and any prior employer, to be continuous service with the new employer; or
 - b) Where the Employee rejects an offer of employment with the new employer, and the terms and conditions of employment offered by the new employer:
 - i. are substantially similar and no less favourable considered on an overall basis than the terms and conditions applicable to the Employee at the time of ceasing employment with the Centre; and
 - ii. recognise the period of continuous service which the Employee had with the Centre and any prior employer to be continuous service with the new employer.

6. Employees Exempted

The provisions of Schedule 3 do not apply to the following:

- a) where employment is terminated as a consequence of serious misconduct that justifies dismissal without notice;
- b) an employee with less than 12 months service;
- c) an Employee on probation;
- d) Apprentices;
- e) Trainees;
- f) Fixed-term Employees engaged for a specific period of time or for a specific task or project; or
- g) Casual Employees.

Schedule 4 Supported Wage System

This schedule defines the conditions which will apply to Employees who, because of the effects of a disability, are eligible for a supported wage under the terms of this Agreement.

In this Schedule:

approved assessor means a person accredited by the management unit established by the Commonwealth under the supported wage system to perform assessments of an individual's productive capacity within the supported wage system.

assessment instrument means the tool provided for under the supported wage system that records the assessment of the productive capacity of the person to be employed under the supported wage system.

disability support pension means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the Social Security Act 1991 (Cth), as amended from time to time, or any successor to that scheme.

relevant minimum wage means the minimum wage prescribed in this Agreement for the class of work for which an Employee is engaged.

supported wage system (SWS) means the Commonwealth Government system to promote employment for people who cannot work at full award wages because of a disability, as documented in the Supported Wage System Handbook. The Handbook is available from the following website: www.jobaccess.gov.au

SWS wage assessment agreement means the document in the form required by the Department of Education, Employment and Workplace Relations that records the Employee's productive capacity and agreed wage rate.

1. Eligibility criteria

- 1.1. Employees covered by this schedule will be those who are unable to perform the range of duties to the competence level required within the class of work for which the Employee is engaged under this Agreement, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a disability support pension.
- 1.2. This schedule does not apply to any existing Employee who has a claim against the Employer which is subject to the provisions of workers compensation legislation or any provision of this Agreement relating to the rehabilitation of Employees who are injured in the course of their employment.

2. Supported wage rates

- 2.1. Employees to whom this schedule applies will be paid the applicable percentage of the relevant minimum wage according to Table 2 below:

Table 2 – Supported Wage	
Assessed capacity (%)	Relevant minimum wage (%)
10	10
20	20
30	30
40	40
50	50
60	60
70	70
80	80
90	90

- 2.2. Provided that the minimum amount payable must be not less than the amount published from time to time within the latest National Minimum Wage Order (\$84 per week as at 1 July 2017).
- 2.3. If an Employee's assessed capacity is 10%, they must receive a high degree of assistance and support.

3. Assessment of capacity

- 3.1. For the purpose of establishing the percentage of the relevant minimum wage, the productive capacity of the Employee will be assessed in accordance with the Supported Wage System by an approved assessor, having consulted the Employer and the Employee and, if the Employee so desires, a Union which the Employee is eligible to join.
- 3.2. All assessments made under this schedule must be documented in an SWS wage assessment agreement, and retained by the Centre as a time and wages record in accordance with the Act.

4. Lodgement of SWS wage assessment agreement

- 4.1. All SWS wage assessment agreements under the conditions of this schedule, including the appropriate percentage of the relevant minimum wage to be paid to the Employee, must be lodged by the Employer with FWC.
- 4.2. All SWS wage assessment agreements must be agreed and signed by the Employee and Employer parties to the assessment. Where Union(s) are not a party to the assessment, the assessment will be referred by FWC to the Union(s) by certified mail and the agreement will take effect unless an objection is notified to *Fair Work Australia* within 10 working days.

5. Review of assessment

The assessment of the applicable percentage should be subject to annual or more frequent review on the basis of a reasonable request for such a review. The process of review must be in accordance with the procedures for assessing capacity under the supported wage system.

6. Other terms and conditions of employment

Where an assessment has been made, the applicable percentage will apply to the relevant minimum wage only. Employees covered by the provisions of this schedule will be entitled to the same terms and conditions of employment as other workers covered by this Agreement on a proportionate to hours worked basis.

7. Workplace adjustment

Where the Employer wishes to employ a person under the provisions of this schedule, reasonable steps must be taken to make changes in the workplace to enhance the Employee's capacity to do the job. Changes may involve re-design of job duties, working time arrangements and work organisation in consultation with other Employees in the area.

8. Trial period

- 8.1 In order for an adequate assessment of the Employee's capacity to be made, the Employer may employ a person under the provisions of this schedule for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.
- 8.2 During that trial period the assessment of capacity will be undertaken and the percentage of the relevant minimum wage for an employment relationship on a continuing appointment will be determined.
- 8.3 The minimum amount payable to the Employee during the trial period must be no less than the amount determined in this Schedule (\$78 per week as at 1 July 2013).
- 8.4 Work trials should include induction or training as appropriate to the job being trialled.
- 8.5 Where the Employer and the Employee wish to establish a further employment relationship following the completion of the trial period, a further contract of employment will be entered into based on the outcome of assessment under this Schedule *Assessment of Capacity*.

Schedule 5 Individual Flexibility Agreement

1. The Employer and an Employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:
 - a) the Agreement deals with arrangements when work is to be undertaken and the conditions that apply to such work; and
 - b) the arrangement meets the genuine needs of the Employer and Employee in relation to matters mentioned in paragraph (a).
2. The Employer must ensure that the terms of the individual flexibility arrangement:
 - a) are about permitted matters under section 172 of *the Fair Work Act 2009*;
 - b) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
 - c) result in the Employee being better off overall than the Employee would be if no arrangement was made.
3. The Employer must ensure that the individual flexibility arrangement:
 - a) is in writing;
 - b) includes the name of the Employer and Employee;
 - c) is signed by the Employer and Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and
 - d) includes details of:
 - i) the terms of the Agreement that will be varied by the arrangement;
 - ii) how the arrangement will vary the effect of the terms;
 - iii) how the Employee will be better off overall in relation to the terms conditions of his or her employment as a result of the arrangement; and
 - e) states the day on which the arrangement commences.
4. The Employer must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
5. The Employer or 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 the Employer and Employee agree in writing, at any time.

Schedule 6 Employee Leave Guidelines

To be read in conjunction with the Curtin University Early Childhood Centre Enterprise Agreement 2018 - 2021 (the Agreement)



CLAUSE / LEAVE TYPE	NOTIFICATION REQUIREMENTS	EVIDENCE REQUIREMENTS	OTHER
34. Public Holidays and Closures	<ul style="list-style-type: none"> The Director will advise employees of the dates for Christmas Closedown each year by the end of October in that same year. Prior to the commencement of a new year employees will be advised of public holidays to be worked or not worked in alignment with wider University operating plans. 		<ul style="list-style-type: none"> The Director may request an employee to work or participate in training on a public holiday if the request is reasonable An employee may refuse the request if it is not reasonable or the refusal is reasonable. Any work performed on a public holiday will be paid at overtime rates (as per <i>clause 23 – Overtime</i>) Where an employee participates in training on a public holiday they will be granted the equivalent time off in lieu on another normal working day
35. Annual Leave	<ul style="list-style-type: none"> An employee will provide reasonable notice when requesting annual leave. When an employee is directed to clear excess annual leave, the time it is to be taken will be: <ul style="list-style-type: none"> a) determined by agreement between the Director and the employee (considering operational requirements and any circumstances raised by the employee); or b) determined by the Director, if no other date can be agreed with the employee, by giving the Employee six months' written notice of the required time to take the leave. Annual leave loading will be paid in accordance with clause 35 of the Agreement. 		<ul style="list-style-type: none"> If the period of annual leave includes a public holiday (as prescribed in <i>clause 34 - Public Holidays and Closures</i>) the employee is entitled to the public holiday and will not be considered to be on annual leave. The time at which an employee takes annual leave will be agreed between the employee and the Director (considering operational requirements and any circumstances raised by the employee). The Director will not unreasonably refuse an employee's application for annual leave.



CLAUSE / LEAVE TYPE	NOTIFICATION REQUIREMENTS	EVIDENCE REQUIREMENTS	OTHER
36. Long Service Leave		<ul style="list-style-type: none"> An employee will submit a leave form stating the date they wish to be absent on LSL for approval by the Director 	<ul style="list-style-type: none"> An employee who has returned from parental leave and is working part-time hours may utilise an accrued or pro-rata long service leave (LSL) entitlement to substitute their working hours. LSL may be taken in minimum periods of one day. If the period during which an Employee takes LSL includes a Centre observed public holiday (as per clause 34 - Public Holidays and Closures) the Employee is entitled to the public holiday and will not be considered on LSL. An employee will not engage in any paid employment for during any period when they are on LSL
37. Personal and Carers Leave	<ul style="list-style-type: none"> As soon as practicable, an employee will notify the Director of their need to be absent from work on personal or carer's leave and, where possible, their expected period of absence. 	<ul style="list-style-type: none"> An employee will submit a personal leave application, covering the period of their absence and attaching evidence required (as per clause 37 – Personal and Carers Leave). 	<ul style="list-style-type: none"> If an Employee provides medical evidence that they are ill or injured during a period of annual leave or LSL, the Director may approve a substitution of that leave with Personal Leave for the appropriate period. If the period during which an employee is on personal leave includes a Centre observed public holiday prescribed in clause 34, Public Holidays and Closures, the Employee is entitled to the public holiday.
38. Compassionate Leave	<ul style="list-style-type: none"> As soon as practicable, an employee will submit an application and notify the Director of the requirement for compassionate leave and expected period of absence (where possible) 	<ul style="list-style-type: none"> The Director may require the employee to provide reasonable evidence of the need to take compassionate leave. 	
39. Childcare Special Leave	<ul style="list-style-type: none"> Child Care Special Leave must be requested and booked in advance and will be subject to the approval of the Director. 		<ul style="list-style-type: none"> The time at which an employee takes childcare special leave will be agreed between the employee and the Director (considering operational requirements and any circumstances raised by the employee). The Director will not unreasonably refuse an employee's application for childcare special leave.

CLAUSE / LEAVE TYPE	NOTIFICATION REQUIREMENTS	EVIDENCE REQUIREMENTS	OTHER
40. Parental Leave	<ul style="list-style-type: none"> An employee will provide the Director with at least eight weeks written notice (or as soon as practicable) of the date they intend to commence parental leave and the intended length of leave. If an employee wishes to change the start or end date of their parental leave they will provide the Director with at least four weeks written notice. An application to extend or reduce parental leave must be made in writing to the Director at least four weeks prior to the proposed date of return to work. An employee will confirm their return to work intentions with the Director at least four weeks prior to their return. 	<ul style="list-style-type: none"> Where parental leave is associated with the birth of a child, a certificate from a registered medical practitioner will be provided, confirming the pregnancy and estimated date of birth. Where parental leave is associated with adoption of a child, written evidence from an appropriate authority will be provided, confirming date of placement and child's age. Where an employee who is not the birth mother of a child is taking parental Leave they will provide a statutory declaration confirming their Primary Caregiver status. 	<ul style="list-style-type: none"> Where parental leave is taken by the Birth Mother, parental leave may commence up to six weeks prior to the estimated date of birth, but no later than the date of birth. If a pregnant Employee wishes to commence parental leave less than six weeks prior to the estimated date of birth, their fitness and safety for work must be certified by a registered medical practitioner. Where an employee takes parental leave in association with the birth of a child and is not the Birth Mother, parental leave will commence on or after the date of birth and must conclude before the child is one year old. Where an employee takes parental leave in association with the placement for adoption of a child, parental leave will commence on the date of placement for adoption and conclude by 52 weeks after the date of placement. Applications for extension or reduction of a period of parental leave will be subject to the approval of the Director and will be assessed on their merits and the reasonable operational needs of the Centre. Parental leave will be taken in a single continuous period.
41. Leave Without Pay (LWOP)		<ul style="list-style-type: none"> Employees will submit a leave form explaining the need for requesting leave without pay 	<ul style="list-style-type: none"> The Director will provide an Employee with the reasons for any refusal of LWOP An employee wishing to appeal the Director's decision to refuse LWOP may appeal to the Director, People and Culture or nominee. An employee who applies for LWOP is expected to have considered the implications on any other benefits they are receiving or may be entitled to.
42. Study Leave	<ul style="list-style-type: none"> Employees must lodge their application for study leave three months before the commencement of their proposed study. 	<ul style="list-style-type: none"> The Director may require evidence of the Employee's enrolment in an approved and relevant course. 	<ul style="list-style-type: none"> Applications for study leave will be assessed by the Director and approval will not unreasonably be withheld.

CLAUSE / LEAVE TYPE	NOTIFICATION REQUIREMENTS	EVIDENCE REQUIREMENTS	OTHER
43. Jury or Witness Service Leave	<ul style="list-style-type: none"> As soon as practicable, an employee will submit an application and notify the Director of the requirement for jury or witness service leave and expected period of absence (where possible) 	<ul style="list-style-type: none"> The Director may require reasonable evidence of the requirement for jury or witness service leave. 	
44. Community Service Leave	<ul style="list-style-type: none"> As soon as practicable, an employee will submit an application and notify the Director of the requirement for community service leave and expected period of absence (where possible) 	<ul style="list-style-type: none"> The Director may require reasonable evidence of the requirement for Community Service Leave. 	

SIGNATORIES

Signed for and on behalf of the Employer	
Authority:	Clause 4(g) of Statute 6 Vice-Chancellor of the University pursuant to the <i>Curtin University Act 1966</i>
Name:	Professor Deborah Terry
Address:	Vice Chancellor Curtin University Kent St, Bentley WA 6102
Signature:	
Date:	6 August 2018
In the presence of (Witness) name:	Georgia Orate
Address:	Curtin University Kent Street, Bentley
Witness signature:	
Date:	6 August 2018

Signed for and on behalf of the eligible Union with members covered by the Agreement	
Authority:	Secretary, United Voice
Name:	Carolyn Smith
Address:	United Voice - WA Branch Level 2, 54 Cheriton Street, PERTH WA 6000
Signature:	
Date:	14/8/18
In the presence of (Witness)	Merna Curgis
Name:	
Address:	54 Cheriton St PERTH WA 6000
Witness signature:	
Date:	14 Aug 18

IN THE FAIR WORK COMMISSION

FWC Matter No.:

AG2018/3845

Applicant:

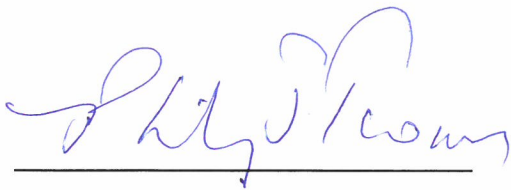
Curtin University

Section 185 – Application for approval of a single enterprise agreement

Undertaking- Section 190

I, Philip Thomas, Acting Director, People and Culture for Curtin University give the following undertakings with respect to the Curtin University Early Childhood Centre Enterprise Agreement 2018 – 2021 (**Agreement**):

1. I have the authority given to me by Curtin University to provide this undertaking in relation to the application before the Fair Work Commission.
2. Curtin University undertakes that in relation to Clause 18.2 (Reimbursement of Expenses), it will not apply this clause and the Agreement is to be read as if it is not included.
3. Curtin University undertakes that in respect of Clause 24 – Time Off In Lieu (TOIL) of Ordinary Hours, approved TOIL will be paid out upon termination of employment, or at the request of the employee, at the relevant overtime rates as per Clause 23 of the Agreement.
4. These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.



Signature

January 10, 2019

Date