



Note - the model delegates' rights term is taken to be a term of this agreement. This agreement is to be read together with an undertaking given by the employer. The undertaking is also taken to be a term of this agreement. A copy of these terms can be found at the end of the agreement.

CURTIN UNIVERSITY

**EARLY LEARNING CENTRE
ENTERPRISE AGREEMENT 2023**

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PART 1 | ABOUT THIS AGREEMENT

1. TITLE

This Agreement will be known as the Curtin University Early Learning Centre Enterprise Agreement 2023.

2. DEFINITIONS

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

Act means the *Fair Work Act 2009* (Cth) and supporting regulations, as amended from time to time.

Agreement means the Curtin University Early Learning Centre Enterprise Agreement 2023.

Award means the Children's Services Award 2010 [MA00120], as amended from time to time.

Break in Service means the commencement of an absence from work of more than 8 weeks unless applicable law requires the absence to count as Continuous Service or provides that the period of absence does not break a period of Continuous Service or unless otherwise provided in this Agreement.

Casual Employee means an Employee who accepts an offer of employment by the Employer on the basis of no firm advance commitment to continuing and indefinite work according to an agreed pattern of work.

Casual Hourly Rate has the meaning given at clause 7.7(a).

Centre means the Curtin University Early Learning Centre (as it is known at the Commencement Date) noting that this service name may be amended from time to time.

Code of Conduct means the Employer's Code of Conduct or equivalent as amended from time to time.

Commencement Date means seven days after approval of this Agreement by the FWC.

Continuing Appointment means employing an Employee for an indefinite period.

Continuing Employee means an Employee employed on a Continuing Appointment.

Continuous Service means a period of unbroken service with the Employer by an Employee which ends on termination of employment for any reason or on a Break in Service. The following will not count towards the length of the Employee's Continuous Service:

- (a) any period of unauthorised absence; and
- (b) any period of unpaid leave or unpaid authorised absence other than:
 - (i) a period of community service leave; and
 - (ii) a period of stand down,

unless stated otherwise in this Agreement.

Employee(s) means a person employed by the Employer to work at the Centre in the classifications prescribed at Schedule 1 (Classifications).

Employer means Curtin University or a delegated authority / nominee which may include the Associate Director of the Centre, the Director of Operating Engagement Services or the Director of People and Culture (as these roles are known as at the Commencement Date).

Fixed-Term Appointment means employing an Employee for a definite period.

Fixed-Term Employee means an Employee employed on a Fixed-Term Appointment.

Former Agreement means the Curtin University Early Childhood Centre Enterprise Agreement 2018 – 2021.

Full Rate of Pay means the Employee's minimum rate of pay prescribed at Schedule 2 (Minimum Rates of Pay), plus:

- (a) incentive-based payments and bonuses;
- (b) loading;
- (c) monetary allowances;
- (d) overtime or penalty rates; and
- (e) any other separately identifiable amounts.

Full-Time Employee has the meaning given at clause 22.1.

FWC means the Fair Work Commission.

Head of People and Culture means the position of Director of People of Culture (as it is known as the Commencement Date) or future equivalent position.

Immediate Family means an Employee's immediate family including:

- (a) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the Employee;
- (b) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the Employee; or
- (c) a person who, due to cultural or religious beliefs, is considered a member of the Employee's family.

LSL means long service leave.

NES means the National Employment Standards as contained in the Act.

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.

Part-Time Employee has the meaning given at clauses 7.3 and 22.2.

Public Holiday means any or all of the holidays specified in clause 33 (**Public Holidays and Closures**).

Standard Rate has the meaning given from time to time by the Award.

Trainee means an Employee undertaking a Traineeship under a Training Contract.

Traineeship has the meaning given at clause 7.8(a).

Training Contract has the meaning given at clause 7.8(a).

Union(s) means any registered organisations that Employees are members of, including the United Worker's Union.

3. COVERAGE OF THE AGREEMENT

3.1 This Agreement covers and applies to:

- (a) the Employer;
- (b) the Employees; and
- (c) United Workers Union.

4. OPERATION OF THE AGREEMENT

4.1 This Agreement will operate from the Commencement Date and has a nominal expiry date of four years after the Commencement Date.

4.2 Notwithstanding clause 4.1, this Agreement will continue to operate until terminated or replaced in accordance with the provisions of the Act.

5. RE-NEGOTIATION OF THE AGREEMENT

5.1 Negotiations for a replacement agreement will commence no later than three months prior to the nominal expiry date of this Agreement.

5.2 The Employer will provide to the Union the following information on the commencement of renegotiations:

- (a) the number of employees to be covered by the proposed agreement; and
- (b) the number of employees employed on a casual, part-time and full-time basis and the FTE equivalent.

5.3 The Employer will allow bargaining representatives reasonable paid time to consult with the employees they represent.

5.4 By mutual agreement of the Employer and the Union, additional on-site union meetings may be held to consider and discuss matters relating to the renegotiation of a replacement agreement. Except where otherwise agreed, seven days' notice of the meeting will be given to the Employer. Satisfactory arrangements are to be made for the maintenance of essential services during the meeting.

5.5 Should negotiations for a new agreement not be finalised prior to the nominal expiry date of this Agreement, the rates of pay and conditions prescribed by this Agreement will continue to be observed for all employees by the Employer.

6. NATIONAL EMPLOYMENT STANDARDS

6.1 This Agreement will be read and interpreted in conjunction with the NES.

6.2 Where there is an inconsistency between this Agreement and the NES and the NES provides a greater benefit, then the NES provision will apply to the extent of the inconsistency.

PART 2 | MODES OF EMPLOYMENT

7. MODES OF EMPLOYMENT

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

- (a) Continuing Appointment;
- (b) Fixed-Term Appointment, or
- (c) Casual.

7.2 An Employee, other than a Casual Employee, will be appointed as either a Full-Time Employee or a Part-Time Employee.

- 7.3 A Part-Time Employee will be engaged for ordinary hours of work less than a Full-Time Employee and will receive entitlements proportionate to hours worked.
- 7.4 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 7.7), which specifies details about the conditions of employment, including the following terms:
- (a) mode of employment;
 - (b) classification level;
 - (c) reporting relationship;
 - (d) hours or fraction of full-time hours to be worked, if engaged as a Part-Time Employee; and
 - (e) relevant industrial agreement.
- 7.5 An Employee will be required to sign their acceptance of the conditions of employment.
- 7.6 **Fixed-Term Appointments**
- (a) Subject to any limitations in the Act, Fixed-Term Appointments may be used by the Employer from time to time. A Fixed-Term Employee will receive a written contract of employment which will specify the start and finish dates of that Fixed-Term Appointment.
 - (b) 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.
 - (c) The Employer 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.
 - (d) If, due to circumstances beyond the Employer's control, the Employer is not able to provide the notice required under clause 7.6(c), it will be sufficient compliance if the Employer gives notice of the intention to offer or not offer further employment, to the Employee on the Fixed-Term Appointment at the earliest practicable date thereafter.
 - (e) A Fixed-Term Appointment which expires through the passing of time will not be considered a termination of employment initiated by the Employer.
- 7.7 **Casual Employees**
- (a) A Casual Employee will be paid a minimum hourly rate of pay plus a casual loading of 25 percent in lieu of any other entitlements, unless otherwise stated in this Agreement (**Casual Hourly Rate**).
 - (b) An offer of employment as a Casual Employee provides no expectation of a Continuing Appointment with the Employer.
 - (c) A Casual Employee will be paid for not less than three consecutive hours per day.
 - (d) A Casual Employee's employment may be terminated by either party by giving one hour's notice.
 - (e) Casual Employees are entitled to casual conversion in accordance with the NES.
 - (f) Casual Employees will not be required to work Public Holidays.

7.8 Trainees

- (a) For the purposes of this clause:
 - (i) **Traineeship** means a system of training that has been approved by the relevant State training authority and meets the requirements of a training package developed by the relevant Skills Service Organisation endorsed by the Australian Industry and Skills Committee and leads to an Australian qualifications framework (AQF) certificate level qualification.
 - (ii) **Training contract** means an agreement for a Traineeship made between the Employer and Employee that is registered by the relevant State training authority.
- (b) This Agreement applies to a Trainee in the same way that it applies to an Employee who is not a Trainee, except as otherwise specified in this clause.
- (c) A Trainee will be classified and paid, as an Early Learning Centre Employee Level 1 until they are suitably qualified to be engaged as an Early Learning Centre Employee Level 2.
- (d) The junior minimum rates prescribed at clause 13.5 will apply where a Trainee is a junior Employee.
- (e) A Trainee is entitled to be released from work without loss of pay and without loss of Continuous Service to attend any training and assessment specified in, or associated with, the Training Contract.
- (f) A Trainee will be engaged under a Fixed-Term Appointment to complete a Traineeship.
- (g) A Trainee, upon completion of the Traineeship and provided that the Trainee is offered ongoing employment with the Employer at the cessation of the Fixed-Term Appointment, will have the training period counted as service in determining entitlements. If a Trainee is not offered continuing employment at the end of their Traineeship but is re-engaged by the Employer within six months of cessation of their Traineeship, the period of Traineeship will be counted as service in calculating any future redundancy payment to the Employee.

8. PROBATION

- 8.1 An Employee on a Continuing Appointment or Fixed-Term Appointment is subject to a probationary period of three months.
- 8.2 A probationary period may be extended by a further three months, if no less than 10 working days prior to the conclusion of the initial probationary period the Employee is notified in writing of the reason for the extension.
- 8.3 Prior to any decision to terminate an Employee's employment during the probationary period:
 - (a) the Employee will be advised of any adverse material about the Employee that the Employer intends to take into account in a decision to terminate the employment; and
 - (b) the Employer will give the Employee the opportunity to respond within 10 working days of receipt of the advice.
- 8.4 Any decision to extend the probationary period or terminate the employment during the probationary period must be approved by the Head of People and Culture.
- 8.5 If the Employee's employment is to be terminated within the probationary period, the Employer will give the Employee no less than one-week written notice or payment in lieu of notice.

9. CESSATION OF EMPLOYMENT

- 9.1 The period of notice to be given by the Employer of pending cessation of employment will be as specified in Table 1 below:

Table 1 - 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

- 9.2 If the Employee is over 45 years old and has completed at least two years Continuous Service working at the Centre, they will be entitled to an additional two weeks' notice.
- 9.3 Payment in lieu of notice may be made if the Employer does not require the Employee to work the notice period.
- 9.4 If the Employee and the Employer agree, the Employee may work part of the required period of notice and receive payment for the remainder of the period of notice.
- 9.5 Unless otherwise agreed between the Employee and the Employer, an Employee may terminate their employment with the Employer by providing no less than the following notice periods:
- (a) an Employee classified as an Early Learning Centre Employee Level 5 or 6 - four weeks' notice; and
 - (b) all other Employees – as per period of notice specified at Table 1 above.
- 9.6 If an Employee fails to provide the notice prescribed in clause 9.5, 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.
- 9.7 The period of notice in this clause will not apply in the case of summary dismissal; to Casual Employees or to Fixed-Term Employees where the employment ends at the expiration of the Fixed-Term Appointment.

10. REDUNDANCY

Redundancy entitlements are outlined at Schedule 3, (*Redundancy*).

11. STAND DOWN

- 11.1 The Employer may stand down any Employee for any period in which the Employee cannot be usefully employed because:
- (a) 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;
 - (b) industrial action (other than industrial action organised or engaged in by the Employer);
 - (c) a breakdown of machinery or equipment, if the Employer cannot reasonably be held responsible for the breakdown;
 - (d) a stoppage of work for any cause for which the Employer cannot reasonably be held responsible.

PART 3 | CLASSIFICATIONS AND REMUNERATION

12. CLASSIFICATIONS AND INCREMENTS

- 12.1 All Employees will be employed at their applicable classification (and step) based on experience and skills as determined by the Employer in accordance with the classification descriptors at Schedule 1 (Classifications).
- 12.2 The purpose of increments (i.e. step) 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.
- 12.3 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.
- 12.4 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.
- 12.5 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 minimum rates of pay will be back paid to the 12 month anniversary date of the previous incremental progression.
- 12.6 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 32 (**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. MINIMUM RATES OF PAY

- 13.1 From the next pay period on or after the Commencement Date:
- (a) Continuing and Fixed-Term Employees will be paid the minimum rates of pay prescribed at Schedule 2, according to their classifications; and
 - (b) Casual Employees will be paid the minimum Casual Hourly Rates prescribed at Schedule 2, according to their classifications.
- 13.2 It is noted that the minimum rates of pay at Schedule 2 encompass an administrative pay increase of 4% that was applied from 8 July 2023 to Employees who were employed and covered by the Former Agreement at that time.
- 13.3 The minimum rates of pay at Schedule 2 will be increased by the following percentages at the time specified in Table 2 below.

Table 2 – Pay Increases	
Percentage (%)	Commencing from the pay period on or after the following dates.
3.5%	30 June 2024
3.5%	30 June 2025
2.0%	30 June 2026

- 13.4 Remuneration will be payable fortnightly to an Employee and will be accompanied by an electronic payslip.
- 13.5 A junior Employee classified at the level of an Early Learning Centre Employee Level 1 will be paid no less than the following percentages prescribed in Table 3 below based on the relevant minimum rate of pay at Schedule 2. Otherwise, junior Employees employed in any other classification set out in this Agreement must be paid at the appropriate (adult) minimum rates of pay prescribed at Schedule 2.

Table 3 – Junior Minimum Rates	
Age	% of the adult Early Learning Centre Employee Level 1 classification
Under 17 years	70
Under 18 years	80
Under 19 years	90

14. SUPERANNUATION

- 14.1 The Employer will make superannuation contributions to the Employee's superannuation fund at the contribution rates prescribed in Table 4 below:

Table 4	
Employment Mode	Employer Contribution
Continuing & Fixed-Term Appointments	17%
Casual Employees	GSG Amount

- 14.2 Superannuation will be paid on all superannuable earnings as advised by the Australian Taxation Office.
- 14.3 Casual Employees are entitled to the minimum employer superannuation contribution as provided for by the *Superannuation Guarantee (Administration) Act 1992* as increased from time to time under that legislation (currently 11.5% from 1 July 2024, and scheduled to increase to 12% from 1 July 2025).

- 14.4 The Employer's preferred fund is UniSuper. If an Employee does not choose an alternative complying fund to receive employer superannuation contributions, or the Employer is not otherwise required by law to make contributions to an alternative fund, the Employer will make contributions to UniSuper.
- 14.5 The Employer will provide new Employees with access to UniSuper's digital choice of superannuation form if they do not choose a preferred fund.
- 14.6 Continuing and Fixed-Term Employees who are members or prospective members of UniSuper will be permitted to attend an individual, financial advice appointment with UniSuper, on paid work time, once per calendar year. Employees will arrange such appointments having regard to the operational needs of the work area.

15. OVERPAYMENTS

- 15.1 The Employer may recover any overpayment to an Employee, subject to the following:
- (a) the Employer will normally recover overpayment(s) by deduction(s); and
 - (b) no deduction from a remuneration payment will be made without reasonable written notice to the Employee.
- 15.2 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.
- 15.3 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.

16. SALARY PACKAGING

- 16.1 For the purposes of this clause, the following definition applies:
- Total Employment Cost** means salary plus on costs.
- 16.2 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.
- 16.3 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.
- 16.4 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.
- 16.5 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.

17. 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.

18. REIMBURSEMENT OF EXPENSES

- 18.1 Where a current Employee is required to apply for or 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 reimbursement is sought for expenses incurred under clause 18.1, the Employer 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 elected under the *Work Health and Safety Act 2020 (WA)* to represent Workers (as defined in the *Work Health and Safety Act 2020 (WA)*) in work and health safety matters.

19.2 Unless otherwise stated, allowances prescribed under this clause will be increased in line with any annual increases to corresponding allowances in the Award.

19.3 First Aid Officer

- (a) The Employer will only require an Employee to act as a first aid officer at the Centre if the Employee is employed in the Early Learning Centre Employee Level 3 classification or higher.
- (b) The Employer will pay the costs of any required first aid training.

19.4 Motor Vehicle Allowance

Where the Employer 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) \$0.99 per kilometre for use of a motorcar; or
- (b) \$0.33 per kilometre for use of a motorcycle.

19.5 Health and Safety Representative Allowance

- (a) A Health and Safety Representative as defined in this clause, will be paid a Health and Safety Representative Allowance of \$49.70 per week.
- (b) Increases to the Health and Safety Representative Allowance will be indexed in accordance with remuneration increases contained in this Agreement.
- (c) A Part-Time Employee or Casual 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.

19.6 Broken Shift Allowance

- (a) Where an Employee works two separate shifts in a day, the Employee will be paid an allowance of 1.91% of the Standard Rate for each day on which a broken shift is worked (\$995.00 x 1.91% per day = \$19.00).

20. HIGHER DUTIES

20.1 An Employee may be required by the Employer to perform the duties of another position at a higher classification level for any reason.

- 20.2 An Employee engaged in duties carrying a higher rate than their ordinary classification for two or more consecutive hours within any shift or day will be paid for the time so worked at the higher rate provided that:
- (a) the greater part of the time so worked is spent in performing duties carrying the higher rate;
 - (b) an Employee classified as an Early Learning Centre Employee Level 5 who is required to undertake the duties of an Employee classified as an Early Learning Centre Employee Level 6 (which will be described as the 'Associate Director' for the purpose of this clause), by reason of the Associate Director's absence will not be entitled to payment under this clause unless the Associate Director's absence exceeds two complete consecutive working days;
 - (c) an Employee engaged as an Early Learning Centre Employee Level 3 who is required to undertake duties of the Associate Director by reason of the Associate Director's non - attendance outside of core hours will not be entitled to payment under this clause; and
 - (d) where an Employee is appointed to act as the Supervising Officer pursuant to the relevant childcare regulations, they will be paid for the entire period at the minimum rate of pay prescribed at Schedule 2 for an Employee classified as an Early Learning Centre Employee Level 6.
- 20.3 A higher duties payment, as prescribed in this clause, is regarded as remuneration for the purposes of calculating all other allowances, including overtime.
- 20.4 An Employee will not be penalised in any way for refusing to perform higher duties.
- 20.5 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.

21. CLOTHING PURCHASE

- 21.1 The Employer 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.
- 21.2 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

22. HOURS OF WORK

- 22.1 A Full-Time Employee is an Employee who is engaged to work 37.5 ordinary hours of work (excluding meal breaks) per week.
- 22.2 A Part-Time Employee is an Employee who is engaged to work less than 37.5 ordinary hours of work (excluding meal breaks) per week.
- 22.3 Ordinary hours of work may be worked by a Full-Time Employees or Part-Time Employee between 6:30am to 6:30pm, Monday to Friday inclusive and in the following manner:
- (a) Not exceeding 7.5 hours (in unbroken periods except for meal breaks) per day; and
 - (b) Not exceeding 37.5 hours per week (excluding meal breaks).
- 22.4 If broken shifts are worked, the spread of hours can be no greater than 12 hours per day.

22.5 The Employer will not employ shiftworkers (as described in the Award and for the purposes of the NES) at the Centre during the Agreement.

23. BREAKS AND ROSTERS

23.1 Notwithstanding clause 23.2:

- (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.

23.2 Subject to clause 23.1, the times for Employee meal breaks may be set according to a roster established by the Employer in order to meet operational requirements. No roster or meal break may be altered without the consent of the Employer.

23.3 An Employee will be allowed a paid rest break of 15 minutes daily at a time agreed between the Employer and Employee.

24. OVERTIME

24.1 The Employer may require an Employee to work reasonable overtime.

24.2 An Employee who works overtime will be paid at the appropriate overtime rates as specified in this clause.

24.3 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 Employer 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.

24.4 Before commencement of any overtime, approval must be given by the Employer, except in emergency situations, in which case the Employer may approve overtime retrospectively.

24.5 The Employer and the Employee may agree to the Employee taking time off instead of being paid for a particular amount of overtime that has been worked by the Employee.

24.6 Payment for overtime

- (a) A Full-Time Employee and a Part-Time Employee is entitled to overtime rates for work performed outside of their ordinary hours of work.
- (b) A Casual Employee is entitled to overtime rates for work performed in excess of:
 - (i) 7.5 hours on any one day (excluding meal breaks); or
 - (ii) 37.5 hours per week (excluding meal breaks).
- (c) 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.
- (d) All work performed on a Saturday or Sunday will be viewed as overtime and paid at double time.

- (e) Employees working on a Saturday or Sunday will receive a minimum payment of four hours pay. In the case of Casual Employees, the entitlement prescribed at clause 7.7(c) and this entitlement are not cumulative.
- (f) Overtime payment will not include the casual loading prescribed in clause 7.7(a) **(Casual Employees)**

24.7 Overtime Meal Allowance

An Employee is entitled to an overtime meal allowance of \$15.09 if they work overtime for 2 hours or more, they were not notified on the previous day (or earlier) and they are not provided with a meal free of charge by the Centre.

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 Employer and the Employee(s).

26. IMMUNISATIONS

- 26.1 To ensure a safe and hygienic environment at the Centre, and in accordance with Australian recognised immunisation guidelines, all Employees are 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)
- 26.2 Employees can receive the recommended immunisations at the Curtin University Health Centre at the expense of the Employer, or attend a medical practitioner of their choice at their own expense.
- 26.3 An Employee may receive any additional immunisations as recommended by recognised authorities for Children's Services at the expense of the Employer.
- 26.4 The Employer will provide Employees with educational information about vaccine-preventable diseases and the risks associated with not being immunised.
- 26.5 The Employer 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.

- 26.6 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 Employer directs and receives a medical clearance for the Employee to return to the Centre.
- 26.7 Subject to any consultation requirements, the Employer can introduce mandatory vaccination requirements where it is considered necessary for health and safety reasons.

27. TRAINING AND PROFESSIONAL DEVELOPMENT

- 27.1 The Employer may require Employees to undertake mandatory training and/or professional development from time to time. In these circumstances, the Employee will be paid for the time spent undertaking training, in accordance with this Agreement.
- 27.2 Mandatory training and/or professional development will be paid at ordinary hourly rates of pay, except for:
- (a) mandatory 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 24, Overtime
- 27.3 An Employee may request any other training and development deemed directly relevant to their duties and the employer may at its discretion approve and pay for such training subject to operational needs.
- 27.4 If leave approved under clause 27.3 is to occur during their ordinary hours of work, the Employee will be paid their ordinary hourly rate of pay.
- 27.5 If leave approved under clause 27.3 occurs outside of their ordinary hours of work, the Employee will not be paid their ordinary hourly rate of pay and overtime rates will not apply.
- 27.6 The Employer recognises the requirement for some Employees to undertake annual training to maintain their professional skills and will not refuse a reasonable request to attend this type of training provided that the Employee is willing to first engage in a discussion with the Employer to agree to any changes to the request, if considered necessary by the Employer.

28. UNSATISFACTORY WORK PERFORMANCE

- 28.1 Where the Employer is of the view that the work performance of an Employee is unsatisfactory, the Employer will firstly counsel the Employee on the nature of the improvement required and the time within which reasonable improvement can be expected.
- 28.2 A record of the counsel will be written and a copy provided to the Employee concerned.
- 28.3 The Employer 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.
- 28.4 Where the Employer believes that the actions taken have not produced the desired improvements in the Employee's work performance, the Employer will make a formal report to the Head of People and Culture 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.

- 28.5 The Employer will provide a copy of the report to the Employee, who will be given 10 working days to respond to the Head of People and Culture .
- 28.6 After receiving the response from the Employee, the Head of People and Culture will decide whether to:
- (a) take any further action;
 - (b) refer the matter back to the Employer with a requirement for particular action; or
 - (c) impose a penalty prescribed in clause 28.7.
- 28.7 The Employee will be advised that, if the Head of People and Culture 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;
 - (d) demotion or removal from position; or
 - (e) termination with notice.
- 28.8 The Employee will be advised in writing of the outcome.

29. MISCONDUCT

This clause does not apply to Casual Employees or probationary Employees.

- 29.1 All Employees are required to behave in a respectful and courteous manner consistent with their obligations under the Employer's Code of Conduct and all laws of the State and Commonwealth.
- 29.2 All parties are able to be represented as provided for under this Agreement.
- 29.3 The Employer will manage and address allegations of Misconduct and/or Serious Misconduct in respect of all Employees covered by this Agreement in accordance with this Agreement, unless stated otherwise.
- 29.4 For the purposes of this clause the following terms have the following meanings:

Misconduct includes but is not limited to:

- (a) negligence in the performance of an Employee's duties;
- (b) misbehaviour;
- (c) refusal to carry out a lawful and reasonable instruction; or
- (d) a breach of the Employer's Code of Conduct, policies, regulations or procedures;
or

Serious Misconduct means conduct of a kind which includes but is not limited to:

- (a) wilful or deliberate behaviour that is inconsistent with the continuation of an Employee's employment; or
- (b) conduct that causes an imminent and serious risk to the health and safety of a person, animal or environment, except where the Employee is able to show that, in the circumstances the conduct engaged in by the Employee was not conduct that was unreasonable; or

- (c) the Employee in the course of the Employee's employment engaging in theft, fraud or assault; or
- (d) the Employee being intoxicated at work; or
- (e) circumstances where the Employee has engaged in repeated misconduct.

29.5 Consideration of Allegations

- (a) For the purposes of this clause, all references to Misconduct are taken to include Serious Misconduct.
- (b) The Employee classified as an Early Learning Centre Employee Level 6 will normally deal with allegations put by the Employer to the Employee, however, for circumstances deemed appropriate by the Employer, the matter may be escalated to the Head of People and Culture
- (c) Where an Employee is alleged by the Employer to have engaged in Misconduct and/or Serious Misconduct, the Employer will notify the Employee, preferably in writing, of the allegation(s). The Employee will be provided with a reasonable opportunity to provide a written response to the allegation(s).
- (d) At any time during this process the Employee may be suspended with or without pay or directed to perform alternative duties for which the Employee is suitably skilled or qualified and/or is competent to perform.
- (e) Where an Employee admits the allegation(s) in part or full, the Employer will determine what disciplinary sanction, if any, is to be imposed.
- (f) If the Employee denies the allegation(s) in part or in full, or does not respond, the Employer may either:
 - (i) take no further action and/or declare the matter at an end, or
 - (ii) commission an investigation into the allegation(s).
- (g) Where an investigation is conducted, upon completion of the investigation, the Employer will consider the findings and determine what disciplinary sanction, if any, is to be imposed.

29.6 Sanctions

- (a) The sanctions that may be imposed by the Employer in response to a finding of Misconduct or Serious Misconduct in accordance with the provisions of this clause include formal censure or reprimand and any one or more of the following, although no more than one of (iv) to (ix) may be imposed:
 - (i) directive from the Employer to undertake relevant training and education;
 - (ii) withholding an increment;
 - (iii) withdrawal of other benefits;
 - (iv) transfer to another suitable position in the Centre;
 - (v) removal from any appointment to which the Employee is assigned by the Employer, while remaining in the employ of the Centre;
 - (vi) reversion to substantive appointment where a variation to employment contract exists;
 - (vii) demotion by one or more classification levels or increments;
 - (viii) termination of employment with notice; or
 - (ix) termination of employment without notice.

- (b) Termination of employment without notice may only be applied in the case of findings of Serious Misconduct.
- (c) The Employer will notify the Employee in writing of any sanctions imposed and reasons for the decision including a copy of the investigation report. Sensitive information may be withheld or redacted from the investigation report where it is considered reasonable to do so by the Employer.
- (d) Where a decision to terminate is not confirmed, suspension without pay will cease and remuneration for this period of suspension without pay will be reimbursed to the Employee.
- (e) The decision of the Employer will be final, subject to the jurisdiction of any court or tribunal that, but for this clause, would have jurisdiction to deal with the matter.
- (f) The provisions of clause 32 (**Dispute Resolution Procedures**) will not be available in relation to sanctions reviewable under this clause.

30. UNION/ NOMINATED REPRESENTATIVES

- 30.1 Employees may be represented by their Union/Nominated Representative.
- 30.2 The Union/Nominated Representative will not unduly interfere with the work of the Employer at the Centre.
- 30.3 Relevant managers will be given adequate prior notice in writing of a Union/Nominated Representative attending the workplace.
- 30.4 Employees who are Union/Nominated Representatives will be afforded reasonable release from normal duties, without loss of pay, to represent Employees' interests in discussions and negotiations with management.
- 30.5 Employees who are Union/Nominated Representatives will be given reasonable access to the Employer's facilities including but not limited to telephones, fax machines, email, photocopiers and meeting rooms.
- 30.6 Employees who are Union/Nominated Representatives may display materials which assist Employees' general understanding of their conditions of employment on the noticeboard located in the staffroom in accordance with University guidelines.
- 30.7 Employees who are Union/Nominated Representatives will be afforded reasonable release from normal duties, without loss of pay, for the purpose of negotiation of an agreement to replace this Agreement.

PART 5 | CONSULTATION

31. WORKPLACE CHANGE

- 31.1 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.
- 31.2 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.
- 31.3 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 Employer's workforce at the Centre 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.

31.4 Consultation on Major Change

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

31.5 Decision on Major Change

- (a) The Employer 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.
- (b) The Employer will continue to consult with and support Employees who are affected during the implementation of major change.

31.6 Consultation on Roster Changes

The Employer will consult with Employees in relation to changes to their regular roster or Ordinary Hours of Work. In consulting with Employees, the Employer 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.

32. DISPUTE RESOLUTION PROCEDURES

32.1 If a dispute relates to:

- (a) a matter arising under this Agreement; or
- (b) the NES;

this clause sets out procedures to resolve the dispute (**Dispute**).

32.2 All Employees or other parties covered by this Agreement are able to raise a Dispute as per this clause.

32.3 The parties to a dispute are required to deal with the Dispute as quickly as possible.

32.4 For the purposes of the procedures in this clause, an Employee may be represented by a Union or Nominated Representative, as chosen by the Employee.

32.5 In the first instance, the parties to the Dispute must try to resolve the Dispute at the workplace level.

32.6 If the Dispute cannot be resolved locally, it must be escalated in writing to the Head of People and Culture within 10 working days of the Dispute being raised unless a different timeline is agreed in writing with the Director People and Culture, otherwise the Dispute lapses.

32.7 Upon receipt of a written notice of escalation, an appropriate representative of the parties will discuss the Dispute and attempt to reach agreement within 10 working days, unless a different timeline is agreed in writing.

32.8 If the Dispute is not resolved as provided by 32.5 or 32.7, a party to the Dispute may refer the matter, within 15 working days, to the FWC or by agreement to another person or body for resolution. If the Dispute is not referred for resolution within the specified timeframe, then the Dispute lapses.

32.9 If the Dispute is referred to:

- (a) The FWC, the FWC may deal with the Dispute through conciliation and/or arbitration, in order to resolve the Dispute the outcome of which will be binding on the parties, subject to either party to the dispute exercising a right of appeal, or
- (b) Another person or body, then that person or body may deal with the Dispute in a manner as agreed by the parties.

32.10 Until the earlier resolution of the Dispute or 5 working days after the internal procedures described in clauses 32.6 and 32.7 have concluded:

- (a) An Employee must continue to perform any work as lawfully directed by the Employer unless:
 - (i) the Employee has a reasonable concern about an imminent risk to their health and safety; or,
 - (ii) there are other lawful grounds to refuse to comply with a direction.
- (b) The Centre, subject to clause 32.12 will not make any significant change directly related to the Employee(s) and the Dispute raised under this clause.

32.11 Where a Dispute relates to clause 31 (**Workplace Change**) and the matter is referred to the FWC as per clause 32.8, the Employer will not implement major change relating to matters under Dispute while an application for an interim order by the FWC is pending, subject to the Employee and/or Nominated Representative using their best endeavours to expedite the FWC process.

32.12 Nothing in this clause prevents:

- (a) the termination of an Employee's employment during or at the end of a probation or confirmation period or on grounds of unsatisfactory performance, Serious Misconduct, redundancy or ill health or the cessation of a Fixed-Term Appointment; and/or
- (b) the Centre proceeding with the implementation of significant workplace change where the implementation of that change does not have a direct and significant effect on the Employee(s) subject to the notice of Dispute.

32.13 If, at the time this Agreement commences operation, the Commission or another body is dealing with a dispute (**Old Dispute**) arising under the Former Agreement, the Commission or the other body shall continue to hear and determine the Old Dispute in accordance with clause 33 of the Former Agreement and the Commission/other body shall accept the record of the Old Dispute, including any applications, evidence, submissions etc., as steps already taken under clause 33 of the Former Agreement and shall determine the matter in accordance with the substantive law, including the terms of the Former Agreement. This applies to matters only just commenced, to those which are part heard, where there is a decision reserved, and to appeals.

PART 6 | LEAVE AND PUBLIC HOLIDAYS

33. PUBLIC HOLIDAYS AND CLOSURES

33.1 All Employees (excluding Casual Employees) are entitled to be absent without loss of pay (in accordance with the NES) for the following declared Western Australian public holidays:

- (a) New Year's Day;
- (b) Australia Day;
- (c) Labour Day;
- (d) Good Friday;
- (e) Easter Sunday;
- (f) Easter Monday;
- (g) Easter Tuesday;
- (h) ANZAC Day;
- (i) Western Australia Day;
- (j) Anniversary of the Sovereign;
- (k) Christmas Day;
- (l) Boxing Day (December 26).

33.2 If any of the days specified in clause 33.1 falls on a Saturday or on a Sunday (other than Easter Sunday), an alternative day will be observed.

33.3 Easter Saturday will be included as a paid public holiday if the Employer requires the Employee to work on that day.

33.4 The Employer may request an Employee to work on the following public holidays:

- (a) Labour Day;
- (b) Anniversary of the Sovereign;
- (c) Western Australia Day.

- 33.5 Employees will not unreasonably be required to work on a Public Holiday and may refuse a request to work on a Public Holiday (if their refusal is reasonable).
- 33.6 All time worked on a Public Holiday will be paid at the rate of double time and a half. Where both a Public Holiday and a substitute day or part-day are worked, public holiday penalties are payable for only one of those days or part-days, at the election of the Employee.
- 33.7 Employees working on a Public Holiday will receive a minimum payment of four hours pay. In the case of Casual Employees, the entitlement prescribed at clause 7.7(c) and this entitlement are not cumulative.
- 33.8 **Closedown**
- (a) The Centre will observe (at a minimum) a seven day end of year closedown period commencing no later than 25 December.
 - (b) During the closedown period, Full-Time Employees and Part-Time Employees, will be granted a maximum of four days (pro-rata for Part-Time Employees) of additional paid leave.
 - (c) Employees will be notified of the dates of the end of year closedown by the end of June in that same year.

34. ANNUAL LEAVE

The provisions of this clause 34 (Annual Leave) do not apply to Casual Employees.

- 34.1 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).

34.2 Annual Leave Entitlement

- (a) Employees are entitled to annual leave in accordance with the NES, unless otherwise stated in this clause.
- (b) A Full-time Employee is entitled to 150 hours (20 days / 4 weeks) of paid annual leave each calendar year. Annual leave will accrue on a daily basis during periods of Continuous Service. A Part-Time Employee is entitled to annual leave proportionate to hours worked.
- (c) Annual leave will be paid at the Employee's minimum rate of pay prescribed at Schedule 2, plus an annual leave loading of 17.5% (calculated on the Employee's minimum rate of pay prescribed in this Agreement) 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.
- (d) If an Employee has Excess Accrued Annual Leave (30 days), the Employer and Employee will seek to agree when the Excess Accrued Annual Leave will be taken. However, if no agreement can be reached, the Employer can 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.
- (e) 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 Employer, who will take into consideration the Employee's circumstances and leave history.

- (f) 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.

35. LONG SERVICE LEAVE

35.1 Calculating Continuous Service

- (a) An Employee's Continuous Service will begin on the date of commencement of employment and end on the date of termination of employment or a Break in Service, whichever is the earlier. An Employee's Continuous Service will re-set to nil after a Break in Service.
- (b) The length of an Employee's Continuous Service is the total period of Continuous Service, less any periods of:
 - (i) Approved unpaid leave of more than 10 days in total during the period of Continuous Services; and
 - (ii) Any other absence from work, other than approved paid leave, approved unpaid leave of less than 10 days in total during the period of Continuous Service, or any other period of absence required to count towards the length of Continuous Service under applicable law.

35.2 Entitlement to LSL

- (a) A Full-Time Employee will accrue a LSL entitlement of 487.5 hours (65 days) for each qualifying period. Qualifying periods are reached upon:
 - (i) Completion of an initial 7 years' Continuous Service with the Employer, including recognition of any applicable prior service; and
 - (ii) Completion of each subsequent period of 7 years of Continuous Service with the Employer.
 - (iii) LSL accumulates 65 days/487.5 hours on a daily pro-rata basis, for the number of years of continuous service completed since the last 7 year period of continuous service was completed.
- (b) A Part-Time Employee will accrue, on a proportionate basis, the LSL entitlement provided for in clause 35.2(a), calculated according to the average weekly hours worked by the Employee during the period of Continuous Service with the Employer.
- (c) Casual Employees, will accrue the LSL entitlement provided for in clause 35.2(a) on completion of 10 years' Continuous Service (including any recognition of prior service) and after each subsequent period of 7 years' Continuous Service.
- (d) An Employee accumulates, but is not entitled to access, their LSL on a daily basis at the rate prescribed in clauses 35.2(a), 35.2(b), 35.2(c) as appropriate.

35.3 Access to LSL on a Pro rata basis (*applicable to Casual Employees only*)

- (a) The University will grant an Employee early access to LSL on a pro rata basis, subject to the provisions of this clause, if the Employee:
 - (i) has at least 7 years of Continuous Service at the University (including recognition of prior service), but is yet to complete their first qualifying period of LSL; or
 - (ii) has Continuous Service with the University beyond any qualifying period but is yet to complete their further qualifying period.
- (b) An Employee's entitlement to LSL will reduce proportionate to any amount the Employee has accessed on a pro rata basis.

35.4 Taking of LSL

- (a) An Employee who has completed an initial 7 years Continuous Service may take any or all of their accumulated LSL or accrued LSL or both, at a time of their choosing, subject to:
 - (i) the approval of their Line Manager; or

- (ii) the Employee giving as much written notice of such leave to their Line Manager as reasonably practicable, and no less than 2 weeks' written notice.
- (b) LSL may be taken in minimum periods of 1 day.
- (c) An Employee may apply to take LSL for double the period on half pay or half the period on double pay.
- (d) LSL will count as 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 Rate of Pay.
- (e) If the period during which an Employee takes LSL includes a University-observed public holiday prescribed in clause 33 (Public Holidays) the Employee is entitled to the public holiday and will not be on LSL.
- (f) An Employee will not engage in any employment for reward during any period when they are on LSL.

35.5 Cashing Out LSL

- (a) Subject to the approval of the Head of People and Culture an Employee may cash out accrued LSL, provided that the Employee retains 487.5 hours (65 days) of accrued LSL.
- (b) The Head of People and Culture may approve the cashing out with retention of a lesser amount of accrued LSL, subject to exceptional circumstances only.

35.6 Requirement to take Accrued LSL

- (a) An Employee will take any accrued LSL within 3 years of it being accrued, subject to the provisions of this clause.
- (b) In exceptional circumstances, if operational requirements have prevented an Employee from taking their accrued LSL as prescribed in clause 35.6(a) the Head of People and Culture may approve an application for extension of the period during which the accrued LSL must be taken, provided that the period of the extension cannot exceed 1 year and the leave will be taken at the time of an Employee's choosing.
- (c) If an Employee does not take accrued LSL within 3 years as prescribed in clause 35.6(a) and has not been granted an extension under clause the University may direct the Employee to take some or all of that accrued LSL.
- (d) Where an Employee is directed to take that accrued LSL in accordance with clause 35.6(c) the time of taking leave will be determined by:
 - (i) agreement between the Line Manager and the Employee; or
 - (ii) the Employee giving their Line Manager at least 6 months' written notice of the time of taking leave; or
 - (iii) if neither clause 35.6(d)(i) nor (ii) has occurred within 10 working days of the direction to take the accrued LSL, the University may determine the time of taking leave, by giving the Employee 6 months' written notice of the required time for taking leave.
- (e) In endeavouring to reach agreement in accordance with clause 35.6(d)(i), the Line Manager and the Employee will take into account:
 - (i) operational requirements; and
 - (ii) any mitigating circumstances raised by the Employee.

35.7 Paying Out Long Service Leave on Cessation of Employment

- (a) On cessation of employment, unless otherwise instructed by the Employee, the University will pay the Employee as part of their cessation payment:
 - (i) LSL entitlement accrued on completion of each qualifying period; and
 - (ii) LSL accumulated in accordance with clause 35.2(a), subject to the Employee having completed an initial 7 years' Continuous Service (including any recognition of prior service).

- (b) Where an Employee is terminated at the initiation of the Employer for serious misconduct in accordance with clause 29 (Misconduct), clause 35.7(a)(ii) will not apply.
- (c) Notwithstanding clause 35.7(a), an Employee who resigns on the grounds of ill-health, or who has reached their superannuation preservation age and is leaving the workforce, or whose position is made Redundant, or who dies, will be entitled to payment of both accrued and accumulated LSL proportionate to their years of Continuous Service.

35.8 LSL and Parental Leave

- (a) An Employee who has returned from parental leave and is consequently working Part-time hours that are less than their normal work hours, may utilise accrued LSL or pro rata LSL, or both, to cover the differential in their working hours.

36. PERSONAL AND CARER'S LEAVE

36.1 Personal Leave Entitlement

- (a) Employees are entitled to personal / carer's leave in accordance with the NES, unless otherwise stated in this clause.
- (b) A Full-Time Employee is entitled to 105 hours (14 days) of personal / carer's leave for each year of Continuous Service. Personal leave will accrue on a daily basis during periods of Continuous Service and paid personal / carer's leave entitlements will accumulate from year to year. Part-Time Employees are entitled to personal / carer's leave proportionate to hours worked.
- (c) An Employee may take personal / carer's leave for any of the following absences:
 - (i) unfit for work due to personal illness or injury;
 - (ii) to attend an appointment with a registered health professional;
 - (iii) 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;
 - (iv) as a result of special or exceptional circumstances;
 - (v) to attend ceremonial or cultural events to comply with traditional customs and laws.
- (d) Paid personal / carer's leave will be paid at the Employee's minimum rate of pay prescribed at Schedule 2 for the Employee's ordinary hours of work.
- (e) Personal Leave absences for reasons prescribed in clauses 36.1(c)(iv) and 36.1(c)(v) 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 Employer.
- (f) If the period during which an Employee takes paid personal / carer's leave includes a Public Holiday prescribed in clause 33 (**Public Holidays and Closures**) the Employee is taken not to be on paid personal / carer's leave on that Public Holiday.

36.2 Unpaid Carer's Leave Entitlement

- (a) An Employee may only take unpaid carer's leave if their paid personal / carer's leave is exhausted.
- (b) 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.

- (c) An Employee may take unpaid carer's leave as prescribed in clause 36.2(b) as:
 - (i) consecutive days; or
 - (ii) separate periods as agreed between the Employee and the Employer, totalling two days for each occasion.
- (d) A Casual Employee is entitled to unpaid carer's leave.

36.3 Employee Obligations When Taking Personal / Carer Leave

- (a) An Employee who is absent on either personal or carer's leave will, as soon as practicable, notify the Employer of their absence and in the case of ongoing absence and keep the Employer informed of the continued requirement for leave.
- (b) Where an Employee takes personal / carer's leave for reasons prescribed in clauses 36.1(c)(i), 36.1(c)(ii) or 36.1(c)(iii) or more than three consecutive days or more than five days in total in a calendar year, the Employer may request evidence to support their absence. Where evidence has been requested, the Employee will provide:
 - (i) a certificate from a registered healthcare provider to support their absence; or
 - (ii) where such a certificate is not practicable, a statutory declaration confirming the reason of their absence.
- (c) If an Employee does not fulfil the requirements of this clause 36.3 they will be considered to have taken unauthorised leave.

36.4 Return to Work after Extended Personal Leave

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 Employer 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 Employer'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 Employer. Any negotiated return to work program will be approved by an injury management professional; or
- (c) is under the care of a registered medical specialist; the Employer 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.

37. FITNESS FOR WORK

- 37.1 Where the Employer forms a reasonable concern regarding an employee's capacity to perform the inherent requirements of their position, the Employer can direct the Employee (at no cost to the Employee) to undergo an independent medical assessment by a suitably qualified medical professional / specialist, to ascertain:
 - (a) their fitness to perform the inherent requirements of their position; and / or
 - (b) reasonable workplace adjustments to enable the Employee to perform the inherent requirements of their position.

38. COMPASSIONATE LEAVE

38.1 Paid Compassionate Leave Entitlement

- (a) Employees are entitled to compassionate leave in accordance with the NES, unless otherwise stated in this clause.
- (b) An Employee (other than a Casual Employee) may take 22.5 hours (three days) of compassionate leave for each occasion when:
 - (i) a member of their Immediate Family or household contracts or develops a personal illness or sustains an injury that poses a serious threat to their life and/or dies;
 - (ii) a baby in their Immediate Family or household is still born;
 - (iii) they have a miscarriage;
 - (iv) their current Spouse or de facto partner has a miscarriage.
- (c) An Employee may take compassionate leave for a particular occasion as prescribed in clause 38.1(a) as a single continuous period or as separate periods totalling 22.5 hours, as agreed between the Employee and the Employer.
- (d) Compassionate leave as prescribed at clause 38.1(a), will be paid at the Employee's minimum rate of pay prescribed at Schedule 2 for the Employee's ordinary hours of work.
- (e) If an Employee has fully utilised their compassionate leave entitlement as prescribed in clause 38.1(a), they may be entitled to access Personal Leave as prescribed in clause 36 (**Personal and Carer's Leave**).

38.2 Unpaid Compassionate Leave Entitlement

- (a) All Employees, including Casual Employees, will be entitled to unpaid compassionate leave, subject to the provisions of clause 38.2(b).
- (b) Casual Employees will be entitled to 22.5 hours (three days) unpaid compassionate leave for each occasion when:
 - (i) a member of their Immediate Family or household contracts or develops a personal illness or sustains an injury that poses a serious threat to their life and/or dies;
 - (ii) a baby in their Immediate Family or household is still born;
 - (iii) they have a miscarriage;
 - (iv) their current Spouse or de facto partner has a miscarriage.
- (c) A Casual Employee may take compassionate leave for a particular occasion as prescribed in clause 38.2(b) as a single continuous period or as separate periods totalling 22.5 hours (three days), as agreed between the Employee and the Employer.

39. WELL-BEING LEAVE

39.1 All Employees except for Casual Employees, who have completed 12 months Continuous Service with the Employer, are entitled to two weeks (10 days) of paid leave known as "well-being leave" per calendar year.

39.2 Subject to clause 39.3, this leave must be taken as follows:

- (a) a period of five consecutive work days within the period of 1 January to 30 June; and
- (b) a period of five consecutive work days within the period of 1 July to 31 December.

- 39.3 At the Employer's full discretion, the Employer can authorise this leave being taken in a period less than five consecutive days.
- 39.4 Part-Time Employees will receive this paid leave entitlement proportionate to hours worked.
- 39.5 Subject to the above clauses, the Employer and the Employee will agree on when this leave will be taken having regard to operational requirements. The Employer will not unreasonably refuse to agree to a request by the Employee to take this leave.
- 39.6 Well-being leave does not accrue from year to year and is forfeited if not taken within the calendar year.

40. FAMILY AND DOMESTIC VIOLENCE LEAVE

40.1 Definitions

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

Family and domestic violence is violent, threatening, or other abusive behaviour by a close relative of an Employee, a member of the Employee's household, or a current or former intimate partner on an Employee, that:

- (a) seeks to coerce or control the Employee; and
- (b) causes the Employee harm or to be fearful.

A close relative means a person who:

- (a) is a member of the Employee's Immediate Family; or
- (b) is related to the Employee according to Aboriginal or Torres Strait Islander kinship rules.

40.2 Entitlement

- (a) An Employee is entitled to 10 days' paid family and domestic violence leave (**FDV Leave**) in a 12-month period. This entitlement is inclusive of any entitlement to family and domestic violence leave to which the Employee is entitled under the Act.
- (b) FDV Leave:
 - (i) is available in full at the start of an Employee's employment (start date) and upon the beginning of each subsequent 12-month anniversary of their start date;
 - (ii) does not accumulate from year to year; and
 - (iii) is available in full to all Employees, including Part-Time Employees and Casual Employees.
- (c) For the purposes of clause 40.2(b)(i):
 - (i) the start date of an Employee who commenced employment prior to the commencement of this Agreement is the date of commencement of this Agreement;
 - (ii) an Employee will not be entitled to more than 10 days of FDV Leave in any 12-month period irrespective of how many separate contracts of employment they may have in that 12-month period.
- (d) An Employee may take FDV Leave as:
 - (i) a single continuous 10-day period; or
 - (ii) separate periods of one or more days each; or

- (iii) any separate periods to which the Employee and the Employer agree, including periods of less than one day.
- (e) The Employer will pay periods of FDV Leave:
 - (i) in the case of Full-Time Employees and Part-Time Employees, at the Employee's Full Rate of Pay, as if the Employee had not taken the period of leave; or
 - (ii) for Casual Employees, at the Employee's Full Rate of Pay, as if the Employee had worked the hours in the period for which the Employee was rostered or had accepted an offer to work those hours.
- (f) A Casual Employee may take a period of FDV Leave that does not include hours for which the Employee is rostered to work, however, the Employer is not required to pay the Employee for this period.
- (g) The Employer and the Employee may agree that the Employee may take paid or unpaid leave in addition to their FDV Leave entitlement.
- (h) If the period during which an Employee takes paid personal or carer's leave includes a period of FDV Leave, the Employee is taken not to be on paid personal or carer's leave for the period of FDV Leave.

40.3 Taking FDV Leave

- (i) An Employee may take FDV Leave if:
 - (i) The Employee is experiencing Family and Domestic Violence; and
 - (ii) The Employee needs to do something to deal with the impact of the Family and Domestic Violence; and
 - (iii) It is impractical for the Employee to do that thing outside of the Employee's work hours.

40.4 Notice

An Employee must give the Employer notice of the taking of FDV Leave as soon as practicable (which may be at a time after the leave has started) and advise the Employer of the period, or expected period, of the leave.

40.5 Evidence

- (j) An Employee must, if required by the Employer, give the Employer evidence that would satisfy a reasonable person of the need to take FDV Leave. Depending on the circumstances, evidence may include a document issued by the Police, a court or family violence support service, or a statutory declaration.
- (k) The Employer will consult with the Employee regarding the handling of information concerning the Employee's requirement for FDV Leave, and will ensure, as far as it is reasonably practicable to do so, that all information concerning any notice or evidence of an Employee's request for FDV Leave is kept confidential.

40.6 Confidentiality

Nothing in this clause prevents the Employer from disclosing information provided by an Employee concerning their need to take FDV Leave if the disclosure is required by law or is necessary to protect the life, health or safety of the Employee or another person.

41. PARENTAL LEAVE

41.1 Definitions

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

- (a) **Employee Couple** means two Employees who are the Spouse, de facto or partner of the other.
- (b) **Partner** means a Spouse, de facto or partner of the other member of the Employee Couple.
- (c) **Primary Caregiver** means the person who will assume the principal role for the care and attention of the child.

41.2 Employees are entitled to unpaid parental leave and related entitlements in accordance with the NES.

41.3 Unpaid parental leave

- (a) As currently stated in the NES, an Employee is entitled to 12 months of unpaid parental leave if:
 - (i) the leave is associated with:
 - A. the birth of a child of the Employee or the Employee's Partner; or
 - B. the placement of a child with the Employee for adoption;
 - (ii) the Employee has or will have a responsibility for the care of the child;
 - (iii) the Employee has completed at least 12 months Continuous Service with the Employer immediately before taking the unpaid parental leave.
- (b) The Employee must take this leave in a single continuous period.
- (c) A Casual Employee is entitled to take this leave where the Casual Employee has been working for the Employer on a regular and systematic basis for at least 12 months and the Casual Employee will have a reasonable expectation of continuing work for the Employer on a regular and systematic basis, had it not been for the birth (or expected birth) or adoption (or expected adoption) of a child.
- (d) Employees can take up to 100 days of their 12 months unpaid parental leave entitlement, flexibly at any time within 24 months of a child's birth or adoption. This is known as "flexible unpaid parental leave".
- (e) Flexible unpaid parental leave can be taken in a single continuous period of one or more days or separate periods of one or more days each. This is an exception on taking unpaid parental leave in a single continuous period.
- (f) Flexible unpaid parental leave can also be taken during the period that starts six weeks before the expected birth of a child.
- (g) Subject to the approval of their Line Manager and in accordance with clause 41.7, Employees will provide a leave plan outlining the days in which they intend to take any flexible unpaid parental leave.

41.4 Paid Parental Leave (Primary Caregiver)

- (a) An Employee (except for a Casual Employee) is entitled to paid parental leave in accordance with this clause, in relation to:
 - (i) The birth of a child to the Employee, or their Partner, Immediate Family or member of household; or

- (ii) The placement of a child, age 16 years or younger, for adoption with the Employee, their Partner, Immediate Family or member of household.
- (b) A Part-Time Employee will be eligible to paid parental leave proportionate to hours worked in the 12 months immediately prior to the commencement of the parental leave.
- (c) Paid parental leave will only apply to Fixed-Term Employees to the extent of their existing Fixed-Term Appointment and will end on the date their contract ends should the contract end within the period of parental leave.
- (d) An Employee who will be the Primary Caregiver of the child for the duration of the parental leave is entitled to paid parental leave in accordance with the below:
 - i. Where the Employee has completed 12 months' Continuous Service immediately prior to the commencement of the leave, 4 weeks.
 - ii. Where the Employee has completed 24 months' Continuous Service immediately prior to the commencement of the leave, 8 weeks.
 - iii. Where the Employee has completed 36 months' Continuous Service immediately prior to the commencement of the leave, 12 weeks.
- (e) Paid parental leave must be taken in a single continuous period.
- (f) To be eligible for a second or subsequent period of paid parental leave, an Employee must return to work for a continuous period of 12 months (not including any period of paid or unpaid leave in excess of 8 weeks) prior to the second or subsequent period of leave.
- (g) An Employee may take all or part of their paid parental leave on half pay. 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 taken at full pay, calculated from the commencement of the parental leave.

41.5 Parental Leave for Partners (Non-Primary Caregiver)

- (a) 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 2 weeks' 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.
- (b) A Part-Time Employee is entitled to the paid Partner leave entitlement at clause 41.5 proportionate to hours worked.
- (c) Paid Partner Leave will only apply to Fixed-Term Employees to the extent of their existing Fixed-Term Appointment and will end on the date their contract ends should the contract end within the period of parental leave.

41.6 Variation to Period of Parental Leave

- (a) An Employee who has taken 52 weeks or less of parental leave (paid, unpaid or both) may apply for up to an additional 52 weeks of unpaid parental leave in accordance with the NES. Provided the total period of absence on parental leave will not exceed 104 weeks in relation to any one birth or adoption.
- (b) An Employee may apply to reduce the period of unpaid parental leave and return to work sooner.

- (c) An application to vary the length of a period of parental leave must be made in writing to the Employer 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.

41.7 Notice and Evidence Requirements

- (a) An Employee will provide the Employer 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.
- (b) If an Employee wishes to change the start or end date of their parental leave they will provide the Employer with at least four weeks written notice.
- (c) Where parental leave is associated with the birth of a child, a certificate from a registered Medical Practitioner will be provided by the Employee to the Employer, confirming the pregnancy and estimated date of birth.
- (d) Where parental leave is associated with adoption of a child, written evidence from an appropriate authority will be provided by the Employee to the Employer, confirming date of placement and child's age.
- (e) 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.

41.8 Transfer to a Safe Job

- (a) If a pregnant Employee provides the Employer 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.
- (b) If it is not reasonably practicable for the Employer 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:
 - (i) will be paid leave where the Employee is eligible for paid or unpaid parental leave (in accordance with this clause 41);
 - (ii) will be unpaid leave where the Employee is not eligible for paid or unpaid parental leave;
 - (iii) will be in addition to any other leave entitlement due to the Employee; and
 - (iv) does not reduce the period of parental leave to which the Employee is entitled.

41.9 Parental Leave Entitlements Following Miscarriage or Still-Birth

- (a) Where pregnancy results in a late term miscarriage, stillbirth, or a perinatal death, being the period from 20 weeks gestation to 28 days after the birth and the Employee was otherwise entitled to paid Parental Leave under this clause, but such paid parental leave has not yet commenced, the Employee will be entitled to:
 - (i) paid leave of four weeks; and
 - (ii) 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.

- (b) 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.

41.10 Return to Work from Parental Leave

- (a) An Employee will confirm in writing to the Employer their return-to-work intentions at least four weeks prior to return to work.
- (b) Upon return to work after parental leave, an Employee is entitled to:
 - (i) return to the classification level and fraction of the employment position held prior to them taking parental leave; or
 - (ii) if the pre-parental leave position no longer exists, an available position subject to:
 - A. Clause 31 (*Workplace Change*), and
 - B. Schedule 3 (*Redundancy*).
- (c) Normal incremental advancement within classifications will resume upon return from parental leave.
- (d) Subject to the approval of the Employer, and in accordance with clause 22 (**Hours of Work**), a Full-Time Employee returning to work after parental leave may request to work on as a Part-Time Employee. The request must be made in writing to the Employer, not less than four weeks prior to returning to work. The Employer 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.
- (e) Where a Part-Time return to work is granted, the Employee may utilise their accrued paid annual leave or LSL to maintain the hours paid pre-parental leave.

41.11 Unpaid Pre-Adoption Leave

- (a) 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:
 - (i) a single continuous period of up to two days; or
 - (ii) any separate periods to which the Employee and Employer agree.
- (b) An Employee may substitute their unpaid pre-adoption leave entitlement with other accrued paid leave (such as annual leave).

42. LEAVE WITHOUT PAY (LWOP)

- 42.1 An Employee may be granted LWOP, subject to the approval of the Employer. 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 other paid leave options.
- 42.2 The Employer will provide the Employee with reasons in writing for rejecting a request for LWOP.
- 42.3 Any continuous period of LWOP in excess of 10 working days will not count towards the length of an Employee's Continuous Service for the purposes of this Agreement, but will not constitute a Break in Service.

43. STUDY LEAVE

- 43.1 Study leave may be granted to Full-Time and Part-Time 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 and deemed by the Employer as beneficial for the Centre.
- 43.2 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.
- 43.3 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.
- 43.4 Subject to the above clauses, the Employer will not unreasonably refuse an application for study leave.
- 43.5 Where an Employee takes a period of leave without pay to undertake a practicum as part of their studies towards a recognised diploma, degree or post-graduate diploma or degree which is relevant to the Employee's position and deemed by the Employer as beneficial for the Centre, then the Employer may decide that this period will count towards the Employee's length of Continuous Service (notwithstanding the definition of Continuous Service at clause 2 of this Agreement).

44. JURY OR WITNESS SERVICE LEAVE

- 44.1 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 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 been sequestered overnight.
- 44.2 The leave prescribed at clause 44.1 will be paid at the Employee's applicable minimum rate of pay prescribed at Schedule 2 for the Employee's ordinary hours of work.
- 44.3 At the discretion of the Employer, 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 44.1, where:
- (a) they would have been required to work; or
 - (b) there is a reasonable likelihood that they would have been required to work.

45. COMMUNITY SERVICE LEAVE

- 45.1 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 Employer.
- 45.2 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.

- 45.3 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.

PART 7 | WORKPLACE FLEXIBILITY

46. FAMILY FRIENDLY WORKPLACE

- 46.1 The Employer's commitment to providing a family friendly workplace includes the following provisions, subject to operational requirements of the Centre.
- 46.2 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.
- 46.3 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 childcare assistance.

47. WORKING FLEXIBLY

Where it is operationally sustainable, an Employee and Employer may agree to adjustments in working hours (provided the hours do not attract overtime rates) to accommodate personal activities. This will be known as flexitime. Such adjustments will be undertaken in such a way to ensure the Employee's total hours of work and payment arising from those hours work remain unchanged in that pay period (eg. the Employee leaves at 4:30pm instead of their usual finish time of 5:00pm and therefore starts 30 minutes earlier on the next shift).

48. INDIVIDUAL FLEXIBILITY AGREEMENT

- 48.1 The Employer and an Employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of this Agreement if:
- (a) The arrangement deals with one or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) overtime rates;
 - (iii) penalty rates;
 - (iv) allowances;
 - (v) annual leave loading; and
 - (b) The arrangement meets the genuine needs of the Employer and Employee in relation to one or more of the matters referred in to paragraph (a) above; and
 - (c) The arrangement is genuinely agreed to by the Employer and Employee.
 - (d) The Employer will ensure that the terms of the individual flexibility arrangement:
 - (i) are about permitted matters under section 172 of the Act;
 - (ii) are not unlawful terms under section 194 of the Act; and

- (iii) results in the Employee being better off overall than the Employee would be if no arrangement was made.
- (e) The Employer will ensure that the terms of the individual flexibility arrangement:
 - (i) is in writing;
 - (ii) includes the name of the Employer and Employee;
 - (iii) is signed by the Employer and Employee;
 - (iv) if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and
 - (v) includes details of:
 - A. the terms of this Agreement that will be varied by the arrangement;
 - B. how the arrangement will vary the effect of those terms;
 - C. how the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - D. states the date on which the arrangement commences.
- (f) The Employer will give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- (g) The Employer or Employee may terminate the individual flexibility arrangement:
 - (i) by giving no more than 28 days written notice to the other party to the arrangement; or
 - (ii) If the Employer and the Employee agree in writing at any time.

49. REQUEST FOR FLEXIBLE WORKING ARRANGEMENTS

49.1 Eligible Employees are entitled to request a change in their working arrangements, as per the NES, which currently states the following.

49.2 Eligible Employees are where the following circumstances apply:

- (a) the Employee is pregnant;
- (b) the Employee is the parent, or has responsibility for the care, of a child who is of school age or younger;
- (c) the Employee is a carer (within the meaning of the *Carer Recognition Act 2010*);
- (d) the Employee has a disability;
- (e) the Employee is 55 or older;
- (f) the Employee is experiencing family and domestic violence;
- (g) the Employee 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 family and domestic violence.

49.3 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

- 49.4 The request must be provided to the Employer in writing and clearly explain the proposed change and reasons for requesting the change to working arrangements.
- 49.5 The Employer must provide a written response within 21 days. The response must
- (a) state that the Employer grants the request; or
 - (b) if, following discussion between the Employer and the Employee, the Employer and the Employee agree to a change to the Employee's working arrangements that differs from that set out in the request—set out the agreed change; or
 - (c) subject to clause 49.6, state that the Employer refuses the request and include the matters required by clause 49.8.
- 49.6 The Employer may refuse the request only if:
- (a) the Employer has:
 - (i) discussed the request with the Employee; and
 - (ii) genuinely tried to reach an agreement with the Employee about making changes to the Employee's working arrangements to accommodate the circumstances; and
 - (b) the Employer and the Employee have not reached such an agreement; and
 - (c) the Employer has had regard to the consequences of the refusal for the Employee; and
 - (d) the refusal is on reasonable business grounds.
- 49.7 Reasonable business grounds for refusing a request include the following:
- (a) that the new working arrangements requested would be too costly for the Employer;
 - (b) that there is no capacity to change the working arrangements of other Employees to accommodate the new working arrangements requested;
 - (c) that it would be impractical to change the working arrangements of other Employees, or recruit new Employees, to accommodate the new working arrangements requested;
 - (d) that the new working arrangements requested would be likely to result in a significant loss in efficiency or productivity;
 - (e) that the new working arrangements requested would be likely to have a significant negative impact on customer service.
- 49.8 If the Employer refuses the request, the written response must:
- (a) include details of the reasons for the refusal; and
 - (b) set out the Employer's particular business grounds for refusing the request; and
 - (c) explain how those grounds apply to the request; and
 - (d) either:
 - (i) set out the changes (other than the requested change) in the Employee's working arrangements that would accommodate, to any extent, the Employee's circumstances and that the Employer would be willing to make; or
 - (ii) state that there are no such changes; and

(e) set out the effect of sections 65B and 65C of the Act.

SCHEDULE 1 | CLASSIFICATIONS

CLASSIFICATION LEVEL	INDICATIVE DUTIES, SKILLS AND RESPONSIBILITIES	QUALIFICATIONS AND EXPERIENCE
Early Learning Centre Employee Level 1	<p>An individual employed in this classification</p> <ul style="list-style-type: none"> • will receive guidance and direction from senior employees; • will collaborate with other employees; • will receive regular on the job training; • will be supervised when performing their duties; • will carry out any other duties and tasks expected of an employee in this classification; and • any other duties as reasonably requested by the Employer. 	<p>Working towards Certificate III in Children's Services in accordance with the Australian Qualifications Framework or an equivalent qualification.</p> <p><i>or</i></p> <p>Has the requisite experience and knowledge to satisfy the Employer they can sufficiently perform the duties attached to the classification.</p>
Early Learning Centre Employee Level 2	<p>An individual employed in this classification:</p> <ul style="list-style-type: none"> • will provide assistance and support to senior employees; • will assist with specific needs of individual children; • will assist senior employees with assessment and evaluation of the learning needs of specific children; • when directed by senior employees, works directly with children with particular needs; • will support senior employees carrying out care and education functions at the Centre, including preparation, implementation and evaluation of education programs; • will work with individual children, at the direction of senior employees; • at the direction of senior employees, will liaise with parents concerning the children's experiences and contribute to the safety and wellbeing of the children; • will carry out any other duties and tasks expected of an employee in this classification; • any other duties as reasonably requested by the Employer. 	<p>Completed Certificate III in Children's Services in accordance with the Australian Qualifications Framework or an equivalent qualification.</p>
Early Learning Centre Employee Level 3	<p>An individual employed in this classification:</p> <ul style="list-style-type: none"> • carrying out care and education functions at the Centre, including complex preparation, implementation and evaluation of education programs; • ensure the relationship with children, parents, families and employees is maintained in a professional manner; • collaborates with colleagues and has a team minded focus; 	<p>Completed a diploma in Children's Services or an equivalent qualification.</p> <p><i>and/or</i></p> <p>Completed an accreditation or degree in accordance with the Australian Qualifications Framework but is not employed as an Early Childhood Teacher</p>

CLASSIFICATION LEVEL	INDICATIVE DUTIES, SKILLS AND RESPONSIBILITIES	QUALIFICATIONS AND EXPERIENCE
	<ul style="list-style-type: none"> • is a role model for other employees and shows 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; • performs any duties required of an Early Learning Centre Employee Level 2; • will carry out any other duties and tasks expected of an employee in this classification: and • any other duties as reasonably requested by the Employer. 	
Early Learning Centre Employee Level 3A	<p>An individual employed in this classification:</p> <ul style="list-style-type: none"> • provides leadership to an individual room to support the delivery of a quality childcare program including overseeing any relevant administrative matters; • liaises with other senior employees to ensure the effective operation of the services more generally, and the management and continuity of service of the rooms; • provides a caring environment that is conducive to the emotional, social, motor, language and cognitive development of each child; • is a role model for all Employees whilst continually developing and providing a balanced working, caring and learning environment; • performs any duties required of an Early Learning Centre Employee Level 3; • will carry out any other duties and tasks expected of an employee in this classification; and • any other duties as reasonably requested by the Employer. 	<p>Completed a diploma in Children's Services or an equivalent qualification.</p> <p><i>and/or</i></p> <p>Completed an accreditation or degree in accordance with the Australian Qualifications Framework but is not employed as an Early Childhood Teacher.</p>
Early Learning Centre Employee Level 4	<p>An individual employed in this classification:</p> <ul style="list-style-type: none"> • performs teaching duties, which entails delivering and administering an education program for children; • performs other duties incidental to teaching, such as administration, review and development of the education program; • provides direction and guidance to junior teaching employees when required; • performs any duties required of an Early Learning Centre Employee Level 3; • May have input, through the Associate Director, into Centre policies and procedures; 	<p>Completed a Level 5 diploma or degree in accordance with the Australian Qualifications Framework, as assessed by the Employer.</p>

CLASSIFICATION LEVEL	INDICATIVE DUTIES, SKILLS AND RESPONSIBILITIES	QUALIFICATIONS AND EXPERIENCE
	<ul style="list-style-type: none"> • May have input into the coordination of Centre employee training programs; • will carry out any other duties and tasks expected of an employee in this classification; and • any other duties as reasonably requested by the Employer. 	
Early Learning Centre Employee Level 4A	<p>An individual employed in this classification:</p> <ul style="list-style-type: none"> • performs any duties required of an Early Learning Centre Employee Level 4; • provides leadership to an individual room to support the delivery of a quality childcare program including overseeing any relevant administrative matters; • liaises with other senior employees to ensure the effective operation of the services more generally, and the management and continuity of service of the rooms; • Assists with coordination of the Centre Employees, when required, including the assessment of developmentally appropriate programs; • provides leadership to the three-year-old to five-year teaching program; • May have input, through the Associate Director, into Centre policies and procedures; • May have input into the coordination of Centre employee training programs; • will carry out any other duties and tasks expected of an employee in this classification; and • any other duties as reasonably requested by the Employer. 	<p>Completed a Level 5 diploma or degree in accordance with the Australian Qualifications Framework, as assessed by the Employer.</p>
Early Learning Centre Employee Level 5	<p>An individual employed in this classification:</p> <ul style="list-style-type: none"> • provides support to the Early Learning Centre Employee Level 6 for the day-to-day operations of the Centre in particular with support to parents, supervision of staff and assisting with the planning of the service and compliance with licensing and regulatory matters; • is responsible for the daily operational management of the Centre in the absence of the Early Learning Centre Employee Level 6; • contributes to the review and implementation of the Centre's policies and procedures and other legal / regulatory requirements; • may be required, or directed by the Early Learning Centre Employee Level 6, to attend to the implementation of developmentally appropriate programs; • may be required or directed by the Early Learning 	<p>Completed a Level 5 diploma or degree in accordance with the Australian Qualifications Framework, as assessed by the Employer.</p>

CLASSIFICATION LEVEL	INDICATIVE DUTIES, SKILLS AND RESPONSIBILITIES	QUALIFICATIONS AND EXPERIENCE
	<p>Centre Employee Level 6, to attend to any other tasks at the Centre, including but not limited to, managing the kitchen, house-keeping, and assisting in the care rooms; and</p> <ul style="list-style-type: none"> any other duties as reasonably requested by the Employer. 	
Early Learning Centre Employee Level 6	<p>An individual employed in this classification:</p> <ul style="list-style-type: none"> is responsible for the overall leadership, management and day to day operation of the Centre including support to parents, supervision of employees and leading the planning of the service and compliance with licensing and other regulatory matters; supervises the implementation of developmentally appropriate programs for children; responsible for the Centre's budget, other related financial activities and administration of the Centre; ensure the Centre provides a quality, legally and regulatorily compliant service (including ECRU); liaise with parents and external stakeholders; develops and maintains Centre policies and procedures; any other duties and tasks expected of an employee in this classification; and any other duties as reasonably requested by the Employer. 	<p>This employee will hold suitable qualification(s) (associate diploma or degree) or otherwise possess sufficient knowledge and experience to perform this position, as determined by the Employer.</p>
Support Worker Level 1	<p>An individual employed in this classification:</p> <ul style="list-style-type: none"> provides assistance to the Support Worker Level 2 in all duties associated with the provision of meals and snacks in the Centre; attends to, among other things, the preparation of food, washing up, preparing the dining room, cleaning duties associated with the use of the dining room, equipment, utensils and storage of food; will carry out any other duties and tasks expected of an employee in this classification; and any other duties as reasonably requested by the Employer. 	<p>None.</p>
Support Worker Level 2	<p>An individual employed in this classification:</p> <ul style="list-style-type: none"> responsible for the planning, preparation and serving of all meals and snacks to the children attending the Centre; responsible for purchasing the weekly meal preparation requirements and ensuring the costs remain within the Centre's budget; provides supervision, direction and guidance to the Support Worker Level 1; 	<p>Completed Certificate III in accordance with the Australian Qualification Framework.</p> <p><i>And/or</i></p> <p>Has the requisite experience and knowledge to satisfy the Employer they can sufficiently perform the duties attached to the classification.</p>

CLASSIFICATION LEVEL	INDICATIVE DUTIES, SKILLS AND RESPONSIBILITIES	QUALIFICATIONS AND EXPERIENCE
	<ul style="list-style-type: none"> • will carry out any other duties and tasks expected of an employee in this classification; and • any other duties as reasonably requested by the Employer. 	
Administrative Employee	<p>An individual employed in this classification:</p> <ul style="list-style-type: none"> • provides administrative and clerical support to management; • provides assistance to new employees and families, inclusive of orientation, meetings and general information. • attends to all telephone and face-to-face enquiries maintaining confidentiality and professionalism at all times; • will carry out any other administrative duties and tasks expected of an employee in this classification; • any other duties as reasonably requested by the Employer. 	<p>Has the requisite experience and knowledge to satisfy the Employer they can sufficiently perform the duties attached to the classification.</p>

SCHEDULE 2 | MINIMUM RATES OF PAY

TABLE 1: PAY SCHEDULE							
CLASSIFICATION	STEP	PRIOR TO THE COMMENCEMENT DATE			Effective from the pay period on or after the 30/06/2024	Effective from the pay period on or after the 30/06/2025	Effective from the pay period on or after the 30/06/2026
		Inclusive of 4% Admin Increase applied from 08/07/23			3.5%	3.5%	2.0%
		Annual Minimum Salary	Minimum Hourly Rate	Casual Hourly Rate (incl. 25% loading)	Annual Minimum Salary	Annual Minimum Salary	Annual Minimum Salary
Early Learning Centre Employee Level 6	1	\$110,000	\$56.23	\$70.29	\$113,850	\$117,835	\$120,191
Early Learning Centre Employee Level 5	1	\$93,211	\$47.65	\$59.56	\$96,473	\$99,850	\$101,847
	2	\$95,053	\$48.59	\$60.74	\$98,380	\$101,823	\$103,860
	3	\$96,892	\$49.53	\$61.91	\$100,283	\$103,793	\$105,869
	4	\$98,732	\$50.47	\$63.09	\$102,188	\$105,764	\$107,879
Early Learning Centre Employee Level 4A	1	\$79,063	\$40.42	\$50.52	\$81,830	\$84,694	\$86,388
	2	\$80,937	\$41.37	\$51.72	\$83,770	\$86,702	\$88,436
Early Learning Centre Employee Level 4	1	\$77,860	\$39.80	\$49.75	\$80,585	\$83,406	\$85,074
Early Learning Centre Employee Level 3A	1	\$72,310	\$36.96	\$46.20	\$74,841	\$77,460	\$79,009
	2	\$74,150	\$37.90	\$47.38	\$76,745	\$79,431	\$81,020

	3	\$75,989	\$38.84	\$48.56	\$78,649	\$81,401	\$83,029
	4	\$77,860	\$39.80	\$49.75	\$80,585	\$83,406	\$85,074
Early Learning Centre Employee Level 3	1	\$69,232	\$35.39	\$44.24	\$71,655	\$74,163	\$75,646
	2	\$71,072	\$36.33	\$45.41	\$73,560	\$76,134	\$77,657
	3	\$72,911	\$37.27	\$46.59	\$75,463	\$78,104	\$79,666
Early Learning Centre Employee Level 2	1	\$56,927	\$29.10	\$36.38	\$58,919	\$60,982	\$62,201
	2	\$58,766	\$30.04	\$37.55	\$60,823	\$62,952	\$64,211
	3	\$60,606	\$30.98	\$38.73	\$62,727	\$64,923	\$66,221
Early Learning Centre Employee Level 1	1	\$48,876	\$24.98	\$31.23	\$50,587	\$52,357	\$53,404
<i>Trainee</i>							
Support Worker Level 2	1	\$72,310	\$36.96	\$46.20	\$74,841	\$77,460	\$79,009
<i>Cook</i>	2	\$74,150	\$37.90	\$47.38	\$76,745	\$79,431	\$81,020
Support Worker Level 1	1	\$48,498	\$24.79	\$30.99	\$50,195	\$51,952	\$52,991
<i>Kitchen Assistant</i>	2	\$50,091	\$25.61	\$32.01	\$51,845	\$53,659	\$54,732
Administrative Employee	1	\$69,232	\$35.39	\$44.24	\$71,655	\$74,163	\$75,646
Reception Clerical Administrator	2	\$71,072	\$36.33	\$45.41	\$73,560	\$76,134	\$77,657

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 or the Employer becomes insolvent or bankrupt.

1. Notification of Redundancy

Where the Employer 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 Employer 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 Employer'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. Job Search Entitlement

An Employee given notice of termination in circumstances of redundancy will be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.

4. Redundancy Payment

4.1 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 rate of pay 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

4.2 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.

5. Employee Resignation During Notice Period

5.1 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 9 (**Cessation of Employment**).

5.2 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 Employer until the expiry of the redundancy notice period, as outlined in sub-clause 4.1.

5.3 The Employee who resigns during the notice period will not suffer any loss of their usual entitlements including holiday pay and LSL.

5.4 In such circumstances, the Employee will not be entitled to payment in lieu of any unexpired portion of the redundancy notice period.

6. Transfer of Employment

6.1 **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 Act, the Transfer of Employment provisions apply when an Employee(s) move from one employer to another employer within three months.

6.2 The provisions of schedule 3 are not applicable where a business is transferred from the Employer 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 Employer 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 Employer; and
 - (ii) recognise the period of Continuous Service which the Employee had with the Employer and any prior employer to be Continuous Service with the New Employer.

7. Employees Exempted

The provisions of this 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 Social Services 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 Provided that the minimum amount payable is not less than \$106 per week, Employees to whom this schedule applies will be paid the applicable percentage set out in Table 2 below, calculated on the relevant minimum rates of pay prescribed at Schedule 2 of this Agreement for the Employee's classification:

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 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 Employer 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 the 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 the FWC 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.

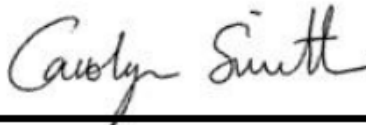
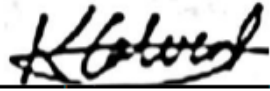
8. Trial period

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 the trial period the assessment of capacity will be undertaken and the percentage of the relevant minimum wage for a continuing employment relationship will be determined.
- 8.3 The minimum amount payable to the Employee during the trial period must be no less than \$106 per week.
- 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, clause 4 Assessment of Capacity.

SIGNING PAGE

<p>Signed for and on behalf of:</p> <p>Curtin University Kent Street BENTLEY WA 6012</p>	 Vice Chancellor – Professor Harlene Hayne
<p>Authority</p>	<p>Pursuant to clause 4(g) of Statute 6 Vice-Chancellor of the University pursuant to Curtin University of Technology Act 1966</p>
<p>Date</p>	<p>4 September 2024</p>
<p>In the presence of</p> <p>(Witness name and position)</p>	<p> Name: _____ Position: <u>Chief People officer</u></p>
<p>Date</p>	<p>4 September 2024</p>

<p>Signed for and on behalf of:</p> <p>United Workers Union 833 Bourke St, Docklands VIC 3008</p>	 Name: <u>Carolyn Smith</u> Position: <u>Director</u>
<p>Date</p>	<p>5/09/2024</p>
<p>In the presence of</p> <p>(Witness name and position)</p>	<p> Name: <u>Katie Calvert</u> Position: <u>Paralegal</u></p>
<p>Date</p>	<p>5/09/2024</p>

Signed for and on behalf of
Rachael Vesey-Scott as an
Independent Employee
Bargaining Representative:



Rachael Vesey-Scott
Independent Employee Bargaining Representative

Date: 5/9/24

Address: Building 003, 204 Kent St Bentley

In the presence of:



Date: 5/9/24

Witness Name: Chloé Oblak

Signed for and on behalf of
Vicki Tower as an
Independent Employee
Bargaining Representative:



Vicki Tower
Independent Employee Bargaining Representative

Date: 5/9/24

Address: Building 003, 204 Kent St. Bentley.

Authority: Employee Representative

In the presence of:



Date: 5/9/24

Witness Name: Chloé Oblak



16 October 2024

Commissioner Schneider
Fair Work Commission
111 St Georges Terrace
Perth WA 6000

Dear Commissioner Schneider

UNDERTAKINGS

AG2024/3570 - Application for approval of Curtin University Early Learning Centre Enterprise Agreement 2023

I, Melisa Kaharevic, Chief People Officer, being duly authorised on behalf of Curtin University (**University**) hereby provide the following undertakings on behalf of the University in accordance with section 190 of the *Fair Work Act 2009*.

In relation to the *Curtin University Early Learning Centre Enterprise Agreement 2023 (Agreement)*, the University undertakes:

1. Clause 4.1 Nominal Expiry Date

The University undertakes that, for the purposes of clause 4.1 of the Agreement, the Agreement will have a nominal expiry date of four years after the approval date.

2. Clause 9.6 Withholding Monies at Termination

The University undertakes that, should Curtin be entitled to withhold monies from an employee's entitlements upon termination of their employment in accordance with clause 9.6 of the Agreement, no deductions will be made from any monies owed to that employee under the NES.

3. Clause 7(d) Apprentices

The University undertakes that, if an Apprentice is employed, their wage rate will be no less than the applicable wage rate under the *Children's Services Award 2010*.

4. Clause 7 Modes of Employment

The University undertakes that, for the purposes of clause 7 of the Agreement, Part-Time Employees will be engaged and paid for a period of no less than two hours for each occasion.

5. Clause 24.6(f) Casual Overtime Rate

The University undertakes that where a casual employee works overtime, their rate of pay will be no less than the rate they would be entitled to receive under the *Children's Services Award 2010* for that overtime.

6. Clause 23 Meal Break

The University undertakes that, for the purposes of clause 23 of the Agreement, where an employee who is classified as Support Worker Level 1, Step 1 has a meal break interrupted, applicable overtime rates as specified at clause 24, Overtime, will be paid to the employee until an uninterrupted meal break is taken.

Yours sincerely

A handwritten signature in blue ink, appearing to read 'Melisa Kaharevic', with a small dot at the end.

Melisa Kaharevic
Chief People Officer

7A. Workplace delegates' rights

[7A inserted by [PR774849](#) from 01Jul24]

7A.1 Clause 7A provides for the exercise of the rights of workplace delegates set out in section 350C of the [Act](#).

NOTE: Under section 350C(4) of the [Act](#), the employer is taken to have afforded a workplace delegate the rights mentioned in section 350C(3) if the employer has complied with clause 7A.

7A.2 In clause 7A:

- (a) **employer** means the employer of the workplace delegate;
- (b) **delegate's organisation** means the employee organisation in accordance with the rules of which the workplace delegate was appointed or elected; and
- (c) **eligible employees** means members and persons eligible to be members of the delegate's organisation who are employed by the employer in the enterprise.

7A.3 Before exercising entitlements under clause 7A, a workplace delegate must give the employer written notice of their appointment or election as a workplace delegate. If requested, the workplace delegate must provide the employer with evidence that would satisfy a reasonable person of their appointment or election.

7A.4 An employee who ceases to be a workplace delegate must give written notice to the employer within 14 days.

7A.5 Right of representation

A workplace delegate may represent the industrial interests of eligible employees who wish to be represented by the workplace delegate in matters including:

- (a) consultation about major workplace change;
- (b) consultation about changes to rosters or hours of work;
- (c) resolution of disputes;
- (d) disciplinary processes;
- (e) enterprise bargaining where the workplace delegate has been appointed as a bargaining representative under section 176 of the [Act](#) or is assisting the delegate's organisation with enterprise bargaining; and
- (f) any process or procedure within an award, enterprise agreement or policy of the employer under which eligible employees are entitled to be represented and which concerns their industrial interests.

7A.6 Entitlement to reasonable communication

- (a) A workplace delegate may communicate with eligible employees for the purpose of representing their industrial interests under clause 7A.5. This

Children's Services Award 2010

includes discussing membership of the delegate's organisation and representation with eligible employees.

- (b) A workplace delegate may communicate with eligible employees during working hours or work breaks, or before or after work.

7A.7 Entitlement to reasonable access to the workplace and workplace facilities

- (a) The employer must provide a workplace delegate with access to or use of the following workplace facilities:
 - (i) a room or area to hold discussions that is fit for purpose, private and accessible by the workplace delegate and eligible employees;
 - (ii) a physical or electronic noticeboard;
 - (iii) electronic means of communication ordinarily used in the workplace by the employer to communicate with eligible employees and by eligible employees to communicate with each other, including access to Wi-Fi;
 - (iv) a lockable filing cabinet or other secure document storage area; and
 - (v) office facilities and equipment including printers, scanners and photocopiers.
- (b) The employer is not required to provide access to or use of a workplace facility under clause 7A.7(a) if:
 - (i) the workplace does not have the facility;
 - (ii) due to operational requirements, it is impractical to provide access to or use of the facility at the time or in the manner it is sought; or
 - (iii) the employer does not have access to the facility at the enterprise and is unable to obtain access after taking reasonable steps.

7A.8 Entitlement to reasonable access to training

Unless the employer is a small business employer, the employer must provide a workplace delegate with access to up to 5 days of paid time during normal working hours for initial training and at least one day each subsequent year, to attend training related to representation of the industrial interests of eligible employees, subject to the following conditions:

- (a) In each year commencing 1 July, the employer is not required to provide access to paid time for training to more than one workplace delegate per 50 eligible employees.
- (b) The number of eligible employees will be determined on the day a delegate requests paid time to attend training, as the number of eligible employees who are:
 - (i) full-time or part-time employees; or
 - (ii) regular casual employees.

Children's Services Award 2010

- (c) Payment for a day of paid time during normal working hours is payment of the amount the workplace delegate would have been paid for the hours the workplace delegate would have been rostered or required to work on that day if the delegate had not been absent from work to attend the training.
- (d) The workplace delegate must give the employer not less than 5 weeks' notice (unless the employer and delegate agree to a shorter period of notice) of the dates, subject matter, the daily start and finish times of the training, and the name of the training provider.
- (e) If requested by the employer, the workplace delegate must provide the employer with an outline of the training content.
- (f) The employer must advise the workplace delegate not less than 2 weeks from the day on which the training is scheduled to commence, whether the workplace delegate's access to paid time during normal working hours to attend the training has been approved. Such approval must not be unreasonably withheld.
- (g) The workplace delegate must, within 7 days after the day on which the training ends, provide the employer with evidence that would satisfy a reasonable person of their attendance at the training.

7A.9 Exercise of entitlements under clause 7A

- (a) A workplace delegate's entitlements under clause 7A are subject to the conditions that the workplace delegate must, when exercising those entitlements:
 - (i) comply with their duties and obligations as an employee;
 - (ii) comply with the reasonable policies and procedures of the employer, including reasonable codes of conduct and requirements in relation to occupational health and safety and acceptable use of ICT resources;
 - (iii) not hinder, obstruct or prevent the normal performance of work; and
 - (iv) not hinder, obstruct or prevent eligible employees exercising their rights to freedom of association.
- (b) Clause 7A does not require the employer to provide a workplace delegate with access to electronic means of communication in a way that provides individual contact details for eligible employees.
- (c) Clause 7A does not require an eligible employee to be represented by a workplace delegate without the employee's agreement.

NOTE: Under section 350A of the [Act](#), the employer must not:

- (a) unreasonably fail or refuse to deal with a workplace delegate; or
- (b) knowingly or recklessly make a false or misleading representation to a workplace delegate; or

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- (c) unreasonably hinder, obstruct or prevent the exercise of the rights of a workplace delegate under the [Act](#) or clause 7A.