Note - this agreement is to be read together with an undertaking given by the employer. The undertaking is taken to be a term of the agreement. A copy of it can be found at the end of this agreement.
ABOUT THIS AGREEMENT

1 Title

This Agreement will be known as the Curtin University Early Childhood Centre Enterprise Agreement 2014 – 2017.

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3 Definitions

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

3.1 **Break in Service** means any period between appointments of more than eight weeks. Any period between appointments of eight weeks or less will not count as service for the purposes of this Agreement but will not constitute a Break in Service.

3.2 **Casual Employee** means a person engaged and paid by the hour.

3.3 **Centre** means the Curtin University Early Childhood Centre, or any other legal or trading name.

3.4 **Continuing Employee** means an Employee appointed for an indefinite period.

3.5 **Continuous Service** means any period with no Break in Service, during which an Employee is:
   a) attending work;
   b) absent on approved paid leave; or
   c) absent on approved unpaid leave of 10 days or less (which will count as service).

   Periods of approved unpaid leave of more than 10 days will not count as service but will not constitute a Break in Service.

3.6 **Director** means the senior Employee of the Early Childhood Centre, or nominee, who has delegated responsibility for the daily operational management of the Centre.

3.7 **Employee** means a person employed by Curtin University of Technology employed within the Early Childhood Centre.

3.8 **Employer** means Curtin University of Technology.

3.9 **Executive Manager** means a person who reports directly to the Vice-Chancellor, or who is a Pro Vice-Chancellor or the Chief Financial or who holds a position deemed from time to time by the Executive Committee of University Council to be that of an Executive Manager.

3.10 **Fixed-Term** means an appointment for a specified term or ascertainable period, for which the instrument of engagement will specify the starting and finishing dates of that employment.

3.11 **Full-time** means hours not less than the average weekly hours of work of 37.5 hours per week.

3.12 **FWC** means the Fair Work Commission.

3.13 **Immediate Family** means:
   a) an immediate relative of the Employee by blood, marriage, adoption, fostering, traditional kinship (including guardian, ward, grandparent, foster-grandparent, step-grandparent and in-law relative); or
   b) a person who stands in a bona fide domestic or household relationship with the Employee including situations in which there is implied some dependency or support role for the Employee, including same sex relationships; or
c) a person who, due to cultural or religious beliefs, is considered a member of the Employee’s family.

3.14 **Kitchen Employee** means an Employee who is engaged in kitchen duties.

3.15 **NES** means the National Employment Standards as contained in Sections 59 – 131 of the *Fair Work Act 2009 (Cth).*

3.16 **Nominated Representative** (which includes Union/Nominated Representative) means:
   a) a Union;
   b) a person; or
   c) another organisation nominated by an Employee, or group of Employees, to support or represent them (or both), excluding a currently practising solicitor or barrister.

3.17 **Ordinary Hours of work** means 7.5 consecutive hours per day, 37.5 hours per week Monday to Friday, or 75 hours per fortnight.

3.18 **Personal Leave** means personal leave and paid carer’s leave unless otherwise specified in this Agreement.

3.19 **Part-time** means hours less than the ordinary hours of work for a Full-time Employee for which the Employee receives entitlements proportionate to the hours worked.

3.20 **Public Holiday** means any or all of the holidays specified in clause 37, Public Holidays and Closures.

3.21 **Span of Ordinary Hours** means 6:30am to 6:30pm, Monday to Friday inclusive.

3.22 **The Act** means the *Fair Work Act 2009 (Cth).*

3.23 **Vice-Chancellor** means the Vice-Chancellor of Curtin University.

### 4 Coverage of this Agreement

4.1 This Agreement covers and applies to:
   a) The Employer;
   b) All Employees employed by the Employer at the Curtin University of Technology Early Childhood Centre (or any other legal or trading name subsequently adopted); and
   c) Subject to compliance with the requirements of sections 185 and 201(2) of the *Fair Work Act 2009, United Voice.*

4.2 This Agreement does not cover or apply to the Director, as defined in clause 3, *Definitions.*

### Availability of this Agreement

4.3 This Agreement will be published on the Employer’s website.

4.4 The Director will make a hard copy of the Agreement available for viewing upon request by an Employee.

4.5 The Employer will advise Employees of the date of the commencement of this Agreement.
5 Operation of this Agreement

5.1 This Agreement will operate from seven (7) days after approval by the FWC and has a nominal expiry date of three years after the date of operation.

5.2 Notwithstanding clause 5.1, this Agreement will continue to operate until it is varied, cancelled or replaced in accordance with the provisions of the *Fair Work Act 2009*.

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

5.4 This Agreement encompasses all the terms and conditions of the Employees’ employment with the Employer and operates to the exclusion of any and all other Awards and Agreements.

PART 2 – MODES OF EMPLOYMENT

6 Modes of Employment

6.1 An Employee will be appointed to a position as follows:
   a)  Continuing appointment;
   b)  Fixed-term appointment, or
   c)  Casual.

6.2 An Employee, other than a Casual Employee, will be appointed either Full-time or Part-time.

6.3 A Part-time Employee will be engaged for less hours than Full-time and will receive entitlements proportionate to the hours worked.

6.4 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 6.8), which specifies details about the position and conditions of employment, including the following terms:
   a)  type of employment;
   b)  classification level;
   c)  duties to be performed;
   d)  reporting relationship;
   e)  relevant pay rates and conditions of employment;
   f)  hours or fraction of Full-time hours to be worked, if engaged on a Part-time basis;
   g)  length and terms of any probation period; and
   h)  relevant industrial agreement.

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

6.5 Continuing Appointments

Continuing appointments are those made to Employees for an indefinite ongoing period.
6.6 *Fixed-term Appointments*

6.6.1 Fixed-term appointments may be made for a definite period (fixed term) or to undertake a specific project.

6.6.2 All annual leave entitlements accrued during a Fixed-term appointment will be taken prior to, or paid out on, expiry of the appointment, unless the Employee is subsequently appointed to a further Fixed-term appointment or continuing appointment and it is agreed between the Employer and the Employee that these entitlements need not be taken or paid out.

6.6.3 Where an Employee who is appointed on a Fixed-term appointment is subsequently appointed on a continuing or a further Fixed-term appointment, and the period between appointments is six weeks or less, the period of the former Fixed-term appointment will be recognised as prior service.

6.6.4 An Employee on a Fixed-term appointment who has had no break in service will be entitled to incremental advancement in the same way as an Employee on a continuing appointment.

6.6.5 Prior to engaging a person on a Fixed-term appointment to replace an Employee who is taking parental leave, the Director will inform the person of the temporary nature of the appointment and the entitlements relating to the return to work of the Employee on parental leave.

6.6.6 Where an Employee on a Fixed-term appointment undertakes the duties of another position for a limited term that expires prior to the conclusion of the Fixed-term appointment, they will revert to the Fixed-term appointment at the conclusion of the limited term position.

**Notice for Fixed-term Appointments**

6.6.7 The Director will provide an Employee on a Fixed-term appointment with four weeks written notice of the intention to offer or not offer further employment at the expiry of the fixed-term appointment.

6.6.8 If, due to circumstances beyond the Director’s control, the Director is not able to provide the notice required under clause 6.6.7, it will be sufficient compliance with clause 6.6.7 if the Director:

a) provides the Employee on the Fixed-term appointment written advice of those circumstances, no later than when the notice would otherwise be required to be given; and

b) gives notice to the Employee on the Fixed-term appointment at the earliest practicable date thereafter.

6.7 *Severance Pay for Fixed-term Appointments*

6.7.1 The Employer will pay severance, as per table 1 below, at the conclusion of the Fixed-term or subsequent appointment, where:

a) the appointment was for a specific project and the Employee was appointed for a second or subsequent Fixed-term appointment which was commenced within six weeks of cessation of the previous period; or

b) where the initial Fixed-term appointment was for three years or more.
6.7.2 Severance will not be paid where an Employee’s Fixed-term appointment has been terminated in accordance with clause 9, *Probation*; or clause 31, *Misconduct*.

6.7.3 Payment of severance pay will occur not earlier than six weeks after the date of severance, unless otherwise approved by the Director.

6.7.4 An Employee will not be eligible for severance pay if they refuse an offer of a suitable Fixed-term appointment with the Centre.

6.7.5 A Fixed-term appointment which expires through the passing of time will not be considered a termination of employment initiated by the Employer.

6.8 **Casual Appointments**

6.8.1 A Casual Employee is engaged by the hour and will be paid an hourly rate of pay equivalent to a Full-time Employee, plus a casual loading of 25 percent in lieu of leave entitlements.

6.8.2 An offer of employment as a Casual Employee provides no expectation of a continuing appointment with the Employer.

6.8.3 A Casual Employee will be paid for not less than three consecutive hours per day.

6.8.4 A Casual Employee’s employment may be terminated by either party by giving at least one hour’s notice.

6.9 **Conversion of Casual Appointments to Fixed-Term Appointments**

To be eligible for conversion, a Casual Employee must be employed on a regular and systematic basis in the same, or a similar and identically classified position within the Centre, either:

a) over the immediately preceding 12 months and in those immediately preceding 12 months, the average weekly hours worked equalled at least 50% of the ordinary weekly hours that would have been worked by an equivalent full-time employee; or

b) over the immediately preceding period of at least 24 months.
7 Appointments
Written offers of appointment for all continuous, fixed-term and Casual appointments will include the following:

a) a statement of the type of employment applicable to them, including details of the classification level;
b) a brief statement of the duties to be performed and the reporting relationship;
c) details of relevant pay rates and conditions of employment;
d) a statement of superannuation entitlements;
e) details of relevant HR information contacts;
f) a statement of any disclosure responsibilities or obligations;
g) details of any applicable probation period;
h) details of the pre-employment medical; and
i) details of relevant industrial agreements.

8 Recruitment and Selection
Recruitment and Selection will be conducted in accordance with Employer's policies, procedures and guidelines.

9 Probation
9.1 An Employee on a continuing appointment is subject to a six months' probationary period.
9.2 A Probationary Period may be extended by up to a further three months, provided that the Employee is notified in writing of the reason for the extension not less than 10 working days prior to the conclusion of the initial probationary period.
9.3 Prior to any decision to terminate employment:
   a) an Employee on probation will be advised of any adverse material about the Employee that the Director intends to take into account in a decision to terminate the employment; and
   b) the Director will give the Employee the opportunity to respond within 10 working days of receipt of the advice.
9.4 The Director will confirm or terminate the appointment on or before conclusion of the probationary period.
9.5 Any decision to extend or terminate the probationary period must be agreed to by the Director, Human Resources.
9.6 If the probationary period is to be terminated, the Director will give the Employee no less than one week written notice or payment in lieu of notice.
10 Cessation of Employment

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

<table>
<thead>
<tr>
<th>Period of Continuous Service</th>
<th>Period of Notice</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 year or less</td>
<td>1 week</td>
</tr>
<tr>
<td>Over 1 year and up to completion of 3 years</td>
<td>2 weeks</td>
</tr>
<tr>
<td>Over 3 years and up to completion of 5 years</td>
<td>3 weeks</td>
</tr>
<tr>
<td>Over 5 years of completed service</td>
<td>4 weeks</td>
</tr>
</tbody>
</table>

10.2 If the Employee is over 45 years old and has completed at least two years continuous service with the Centre, they will be entitled to an additional two weeks’ notice.

10.3 Payment in lieu of notice may be made if the Director does not require the Employee to work the notice period.

10.4 If the Employee and the Director agree, the Employee may work part of the required period of notice and receive payment for the remainder of the period of notice.

10.5 Unless otherwise agreed between the Employee and the Director, an Employee may terminate their employment with the Employer by providing no less than the following notice periods:
   a) Coordinator - four weeks’ notice; and
   b) all other Employees - two weeks’ notice.

10.6 If an Employee fails to provide the notice prescribed in clause 10.5, 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.

10.7 The period of notice in this clause will not apply in the case of summary dismissal or to Casual Employees and Trainees.

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

11 Redundancy

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

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

**PART 3 – SALARIES AND ALLOWANCES**

13 **Salaries and Classifications**

13.1 All Employees of the Centre employed under this Agreement, will be paid salaries as specified in Schedule 1, *Salaries and Classifications* and the definitions of the classification levels as specified in Schedule 2, *Definitions of Roles*.

13.2 Salary will be payable fortnightly to an Employee and will be accompanied by a pay slip, available online, which includes the following:

a) particulars of the payments made;

b) how the payments are calculated;

c) particulars of any deductions made; and

d) any other items as prescribed by the *Fair Work Regulations 2009*, as amended from time to time.

13.3 Salary increases arising from this Agreement will be paid from the effective date specified in Table 3 below, to Employees employed by the Centre at or after the date of commencement of this Agreement:

<table>
<thead>
<tr>
<th>Percentage (%)</th>
<th>Effective Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>4</td>
<td>30 June 2015</td>
</tr>
<tr>
<td>4</td>
<td>30 June 2016</td>
</tr>
<tr>
<td>4</td>
<td>30 June 2017</td>
</tr>
</tbody>
</table>

14 **Salary Increments**

14.1 The purpose of increments within each classification level is to recognise the increased productivity arising from an Employee’s ongoing performance in a position at a particular classification level.

14.2 Progression from one increment to the next within a classification is subject to an Employee meeting the following criteria:

a) competency at the existing level;

b) 12 months’ experience at that level and in-service training as required; and

c) demonstrated ability to acquire the skills which are necessary for advancement to the next pay point level.
14.3 Where an Employee is deemed not to have met the requisite competency at their existing level at the time of their work performance appraisal, their incremental progression may be deferred, for periods of three months at a time, provided that:
   a) the Employee is notified in writing as to the reasons for the deferral;
   b) the Employee has, in the 12 months leading to the appraisal, been provided with in-service training required to attain a higher pay point; and
   c) following any deferral, the Employee is provided with the necessary training in order to advance to the next level.

14.4 Where a performance appraisal has been deferred for operational reasons beyond the control of either party, and the appraisal subsequently deems the Employee to have met the requirements under this clause, any increase in salary rates will be back paid to the 12 month anniversary date of the previous incremental progression.

14.5 An Employee whose incremental advancement has been refused or deferred may seek to have the decision reviewed by lodging a written request through the dispute resolution procedure in clause 36, 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.

15 Overpayments

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

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 from the Employee’s final payment upon cessation of employment with the Employer, unless otherwise agreed between the Employee and the Employer.

16 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.
17 **Higher Duties**

17.1 An Employee may be required by the Director, or nominee, to perform the duties of another position at a higher classification level for any reason.

17.2 Subject to the eligibility periods specified in clause 17.3, an Employee who is required to perform higher duties will be paid at a rate not less than the base salary of the higher level or the Employee’s current rate of pay, whichever is the greater, from the date of commencing higher duties and for the total period for which the higher duties are assumed.

17.3 A higher duties payment is payable to an Employee after the following eligibility periods have been worked:

   a) *Early Childhood Educator to Team Leader* – After 5 consecutive working days;

   b) *Senior Financial and Clerical Administrator to Coordinator or Director* – After 2 consecutive working days;

   c) *Coordinator to Director* – After 2 consecutive working days.

17.4 A higher duties payment, as prescribed in this clause, is regarded as salary for the purposes of calculating all other allowances, including overtime.

17.5 An Employee will not be penalised in any way for refusing to perform higher duties.

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

18 **Superannuation**

18.1 The Employer will pay superannuation contributions to UniSuper, with rates defined in Table 4 below:

<table>
<thead>
<tr>
<th>Employment Status</th>
<th>Contribution to UniSuper Fund Administrator</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Employee contribution</strong></td>
<td><strong>Employer contribution</strong></td>
<td></td>
</tr>
<tr>
<td>Continuing Employee on a 50% or more service fraction</td>
<td>0 to 7%</td>
<td>17% inclusive of GSG amount</td>
</tr>
<tr>
<td>Continuing Employee on less than 50% service fraction</td>
<td>GSG amount</td>
<td></td>
</tr>
<tr>
<td>Fixed-term Employee on a 50% or more service fraction and the term of the contract is 2 years or more</td>
<td>0 to 7%</td>
<td>17% inclusive of GSG amount</td>
</tr>
<tr>
<td>Fixed-term Employee on less than a 50% service fraction and the term of the contract is 2 years or more</td>
<td>GSG amount</td>
<td></td>
</tr>
<tr>
<td>Fixed term Employee if the term of the contract is less than 2 years</td>
<td>GSG amount</td>
<td></td>
</tr>
<tr>
<td>Casual Employee</td>
<td>GSG amount</td>
<td></td>
</tr>
</tbody>
</table>
18.2 At the date of commencement of this Agreement the Government Superannuation Guarantee (GSG) rate is 9.5%.

18.3 Notwithstanding the foregoing subclauses of Clause 18, Superannuation, the Employer may exercise its options under UniSuper’s flexibility quota in respect of 5% of Employees eligible for the 17% Employer contribution with regard to the amount of employer contribution and fund for the receipt of the applicable contribution, in accordance with UniSuper’s rules and arrangements.

19 Salary Packaging

19.1 For the purposes of this Clause 19, the following definition applies:

*Total Employment Cost* means salary plus costs.

19.2 Notwithstanding the salary rates prescribed at Schedule 1, *Salary and Classifications*, an Employee will be able to enter into an individual salary package arrangement with the Employer that may result in their salary being reduced. All salary packaging arrangements will be in accordance with relevant taxation legislation.

19.3 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.

19.4 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.

19.5 Nothing in clause 19 will be taken to result in a reduction of entitlements currently available to any Employee who has entered into an individual salary packaging arrangement.

20 Reimbursement of Expenses

20.1 Where a current Employee is required to renew:

a) a First Aid certificate;

b) a National Police Clearance; or

c) a Working with Children Check

the Employer will be responsible for the applicable cost involved.

20.2 Where an Employee’s employment is terminated less than three months after costs are incurred that entitles an Employee to reimbursement under clause 20.1, any amount paid by the Employer under clause 20.1 may be deducted from the Employee’s termination pay.

20.3 Where reimbursement is sought for expenses incurred under clause 20.1, the Director may require, as a condition of reimbursement, that an Employee obtain the services from a specified provider.
21 Allowances

For the purposes of this Clause 21, the following definitions apply:

**Private Motor Vehicle** means a motorcar or motorcycle which the Employee owns or has private authorised use of.

**Health and Safety Representative** means an Employee who is elected for or assigned to the role, to represent Centre Employees and liaise with management regarding issues of workplace health and safety.

21.1 Motor Vehicle Allowance

21.1.1 An Employee who is authorised and agrees to use a private motor vehicle on Centre business will be reimbursed expenses associated with such use as defined in Table 5 below:

<table>
<thead>
<tr>
<th>Areas and Details</th>
<th>Rate (as cents) per kilometre</th>
<th>Engine displacement (in cubic centimetres)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Over 2600cc</td>
</tr>
<tr>
<td>Metropolitan Area</td>
<td></td>
<td>89.5</td>
</tr>
<tr>
<td>South West Land Division</td>
<td></td>
<td>91.0</td>
</tr>
<tr>
<td>North of 23.5 degree South Latitude</td>
<td></td>
<td>98.6</td>
</tr>
<tr>
<td>Rest of WA</td>
<td></td>
<td>94.3</td>
</tr>
</tbody>
</table>

21.1.2 For the purposes of this Clause 21, an Employee will not be entitled to reimbursement in respect to the distance between the Employee’s residence and usual place of work and the return distance.

21.1.3 The motor vehicle allowance rates prescribed in Table 5 will be indexed in accordance with increases to motor vehicle allowance rates prescribed in the *Public Service Award 1992*, as amended from time to time.

21.1.4 Where an Employee in the course of a journey, travels through two or more of the separate areas, payment at the rates defined in Table 5 will be made at the appropriate rate applicable to each of the separate areas traversed.

21.2 Health and Safety Representative Allowance

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

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Rate Payable per Week</th>
</tr>
</thead>
<tbody>
<tr>
<td>30 June 2014</td>
<td>$15.00</td>
</tr>
<tr>
<td>30 June 2015</td>
<td>$15.60</td>
</tr>
<tr>
<td>30 June 2016</td>
<td>$16.23</td>
</tr>
<tr>
<td>30 June 2017</td>
<td>$16.88</td>
</tr>
</tbody>
</table>

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

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

22 Clothing Purchase

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

22.1 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

23 Hours of Work

23.1 The Ordinary Hours of Work for Employees will be determined by the Director in accordance with this clause.

23.2 The Full-time Ordinary Hours of Work, Monday to Friday, will be:

a) 7.5 consecutive hours per day; or
b) 37.5 hours per week; or
c) 75 hours per fortnight.

23.3 The Part-time Ordinary Hours of Work for Part-time Employees will be less than 37.5 hours per week.

23.4 The Director may schedule Part-time Ordinary Hours of Work to be worked over a minimum of three days per week.

23.5 Subject to the Centre’s reasonable operational requirements and clause 25 Overtime, Ordinary Hours of Work will be worked within the Span of Ordinary Hours, between 6.30am and 6:30pm, Monday to Friday inclusive.
24 Breaks and Rosters

24.1 Notwithstanding clause 23.2(a):
   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.

24.2 Subject to clause 24.1, the times for Employee meal breaks may be set according to a roster established by the Director in order to meet operational requirements. No roster or meal break may be altered without the consent of the Director.

24.3 An Employee will be allowed a rest break of 15 minutes daily at a time agreed between the Director and Employee.

25 Overtime

25.1 For the purposes of this Clause 25, the following definitions apply to all employees:

25.1.1 Overtime for Full-time Employees means all work performed:
   a) outside the Span of Ordinary Hours; or
   b) in excess of the Full-time Ordinary hours of as per clause 23 - Hours of Work.

25.1.2 Overtime for Part-time Employees means all work performed:
   a) outside the Span of Ordinary Hours; or
   b) in excess of 7.5 hours per day, or
   c) in excess of 37.5 hours per week

25.2 Overtime will be calculated at the following rates:

25.2.1 all Overtime performed on weekdays, Monday to Friday inclusive, will be paid at the rate of time and one half for the first two hours worked and double time thereafter;

25.2.2 all work performed on a Saturday or Sunday will be paid at double time;

25.2.3 work performed on an Employer observed public holiday, as prescribed in clause 37.1:
   a) will be paid time at time and one half plus the Employee’s ordinary rate of pay;
   b) in excess of ordinary hours of work, will be paid at double time and a half.

25.3 Overtime payment will not include the Casual loading prescribed in clause 6.8, Casual Appointments.

25.4 Before commencement of any overtime, approval will be required in advance by the Director, except in emergency situations, in which case the Director may approve overtime retrospectively.

25.5 An Employee will not be penalised for declining a request by the Centre to work reasonable overtime.
**Overtime Meal Allowance**

25.6 An Employee is entitled to an overtime meal allowance of $11.15 if required, without being notified on the previous day, to work overtime for two hours or more and they are not provided with a meal free of charge by the Centre.

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**Reasonable Hours of Overtime**

25.7 The Director may require an Employee to work reasonable overtime.

25.8 An Employee who is required to work overtime will be paid at the appropriate overtime rates as specified in this clause.

25.9 An Employee may refuse to work overtime if such overtime would result in the Employee working hours which are unreasonable, having regard to the following:

a) any risk to the Employee’s health and safety;

b) the Employee’s personal circumstances including any family responsibilities;

c) the operational requirements of the Centre;

d) the notice (if any) given by the Director of the overtime and by the Employee of their intention to refuse it;

e) the nature of the Employee’s role and the Employee’s level of responsibility; and

f) any other relevant matter.

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**26 Flexitime / Time Off In Lieu (TOIL) of Ordinary Hours**

26.1 Accrued time off in lieu (TOIL) of ordinary hours will be taken as soon as practicable after the extra duty has been performed. TOIL must be cleared within one year from the date of which it was accrued. After this time, any accrued TOIL not cleared will be lost.

26.2 An Employee may not accrue or carry forward TOIL credits in excess of 15 hours without the prior approval of the Director.

26.3 Prior to cessation of employment, an Employee will be expected to clear all unexpired TOIL.

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**27 Non-Contact Time**

27.1 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.

27.2 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 week for up to a maximum of 40 children per program.

27.3 During this period of non-contact time, an Employee is not required to supervise children or perform other duties.

27.4 The non-contact time will normally be discussed between the Director and the Employee(s).
28 Fitness For Work

For the purposes of this Clause 28, the following definition applies:

**Medical Practitioner** means a person whose primary employment is to diagnose physical and mental illnesses, disorders and injuries and prescribes medications and treatments.

**Immunisations**

28.1 To ensure a safe and hygienic environment at the Centre, and in accordance with the Australian Government National Health and Medical Research Council (NHMRC) recommendations, all Employees are strongly recommended to be immunised against the following:

   a) Measles, Mumps and Rubella (MMR);
   b) Hepatitis A or AB;
   c) Chicken Pox; and
   d) Diphtheria and Whooping Cough (dTpa)

28.2 Employees can receive the recommended immunisations at the University Medical Centre at the expense of the Employer, or attend a medical practitioner of their choice at their own expense.

28.3 An Employee may receive any additional immunisations as recommended by recognised authorities for Children’s Services at the expense of the Employer.

28.4 The Employer will provide Employees with educational information about vaccine-preventable diseases and the risks associated with not being immunised.

28.5 The Centre will maintain an immunisation record system and will require all Employees to:

   a) complete an individual Employee record with evidence of immunisations completed;
   b) update their individual record with evidence when they receive or renew any immunisations; and
   c) report any infections or diseases related to the immunisations specified in clause 28.1 during the course of their employment.

28.6 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 Centre directs and receives a medical clearance for the Employee to return to the Centre.

29 Training and Professional Development

29.1 All Full-time and Part-time Employees, except for Kitchen Employees, will be required to attend a minimum of 12 hours training and professional development per calendar year to maintain a required level of skill and compliance.
29.2 Scheduled training will be paid at ordinary hourly rates of pay, except for:
   a) scheduled training during weekday meal breaks, provided that this
      results in the Employee working in excess of 7.5 hours for the day; and
   b) when overtime rates apply, in accordance with clause 25, Overtime.

29.3 Casual Employees may be required to complete a minimum of 12 hours
    regulation training per calendar year with the option to attend further training
    as approved by the Director.

29.4 Scheduled training for Casual Employees will be paid at ordinary hourly rates
    of pay plus a 25 per cent loading, except for scheduled training during
    weekday meal breaks and when overtime rates apply, in accordance with
    clause 25, Overtime.

30  Workplace Bullying

   For the purposes of this Clause 30, the following definition applies:

   Workplace Bullying means repeated inappropriate behaviour, direct or indirect,
   whether verbal, physical or otherwise, conducted by one or more persons against
   another or others, that a reasonable person would regard as undermining the
   individual's right to dignity through victimising, harming, humiliating, intimidating
   or threatening a person or persons, thereby creating a risk to health and safety.

30.1 All Employees have the right to operate in an environment free from
    Workplace Bullying.

30.2 All Employees are required to:
   a) personally demonstrate appropriate behaviour;
   b) take reasonable care to ensure their own safety and health at the
      Centre; and
   c) avoid adversely affecting the safety or health of any other person
      through any act of Workplace Bullying or omission to deal with acts of
      bullying.

30.3 The Director, or, if appropriate, the Director's line manager, is responsible for
    investigating complaints of Workplace Bullying promptly, confidentially, and
    impartially.

30.4 Disciplinary action for findings of Workplace Bullying may be taken in
    accordance with clause 33, Misconduct.

31  Employee Development and Performance Management

   An Employee development and performance review will be conducted in accordance
   with the Employer’s policies, procedures and guidelines.

32  Unsatisfactory Work Performance

32.1 Where the Director is of the view that the work performance of an Employee is
    unsatisfactory, the Director will firstly counsel the Employee on the nature of
    the improvement required and the time within which reasonable improvement
    can be expected.

32.2 A record of the counsel will be kept and a copy provided to the Employee
    concerned.
32.3 The Director may direct the Employee to undertake a course of professional development or suitable program(s) appropriate to the inherent requirements of the job and designed to assist in improving work performance.

32.4 Where the Director believes that the actions taken have not produced the desired improvements in the Employee's work performance, the Director will make a formal report to the Executive Manager stating that the work performance of the Employee is unsatisfactory. Such report will clearly state the aspects of work performance viewed as unsatisfactory and the record of attempts to remedy the problem.

32.5 The Director will provide a copy of the report to the Employee, who will be given 10 working days to respond to the Executive Manager.

32.6 After receiving the response from the Employee, the Executive Manager will decide whether to:
   a) take any further action;
   b) refer the matter back to the Director with a requirement for particular action; or
   c) impose a penalty prescribed in clause 32.7.

   The Executive Manager will seek advice from the Director prior to making a decision.

32.7 The Employee will be advised that, if the Executive Manager believes a case of unsatisfactory work performance is established, one of the following penalties may be imposed:
   a) censure or reprimand;
   b) withholding of, or a reduction in, an increment;
   c) withdrawal of other benefits; or
   d) a recommendation to the Vice-Chancellor for:
      i) demotion or removal from position; or
      ii) termination with notice.

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

33 Misconduct

33.1 An allegation of misconduct will normally be resolved by the Director through guidance, counselling, conciliation or other appropriate action that may include Employee development prior to any further action being taken.

33.2 Where the Director decides that:
   a) it is not appropriate for an allegation(s) of misconduct to be resolved in accordance with clause 33.1; or
   b) it has not been resolved in accordance with clause 33.1,

then a report of the allegation(s) will be made to the Executive Manager.

33.3 The report will provide information about the nature and details of the allegation(s) and what steps have been taken to attempt to resolve the issue.

33.4 The Executive Manager will discuss the report with the Director Human Resources, or a nominee, and determine:
a) whether the allegation(s) is not of a serious nature; or
b) whether the allegation(s) is of a serious nature; and
c) identify an appropriate course of action.

33.5 Where the Executive Manager determines that the allegation(s) are not of a serious nature, they will either:
   a) refer the matter back to the Director for resolution; or
   b) advise the Employee of the appropriate course of action to be taken.

Allegations of a Serious Nature

33.6 If the Executive Manager determines that the allegation(s) is of a serious nature and the report supports this view, then the Employee will be advised in writing of the details of the allegation and given 10 working days to respond to the allegation(s).

33.7 The Executive Manager will consider the response from the Employee and determine either that further information is required, or:
   (a) imposed a penalty prescribed in clause 33.10;
   (b) recommendation a penalty to the Vice Chancellor;
   (c) recommend that no penalty be imposed; or
   (d) any other course of action.

33.8 If the Executive Manager determines that the Employee has engaged in misconduct, such that it would be unreasonable to require the Centre to continue their employment, and the report submitted supports this view, then the Executive Manager will make a recommendation to the Vice Chancellor that the Employee be dismissed without notice.

33.9 The Employee will be provided with a copy of the Executive Manager’s recommendation and allowed sufficient time to respond, prior to the Vice-Chancellor making a determination. The Vice Chancellor will then determine the appropriate penalty, as per clause 33.10.

Penalties

33.10 The penalties which may be imposed for findings of misconduct may include:
   a) censure or reprimand;
   b) withholding of, or a reduction in, an increment;
   c) withdrawal of other benefits; or
   d) a recommendation to the Vice Chancellor for:
      i) demotion or removal from position;
      ii) suspension without pay for a specified period; or
      iii) termination with notice.

33.11 The Employee will be advised in writing of the outcome.
34 Union/ Nominated Representatives

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

34.2 The Director will be given adequate prior notice in writing of a Union/ Nominated Representative attending the Centre in accordance with clause 34.1.

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

34.4 Employees who are Union/Nominated Representatives will be given reasonable access to facilities for the purposes outlined in clause 34.3, as reasonably determined by the Director.

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

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

PART 5 – CONSULTATION AND DISPUTE RESOLUTION

35 Workplace Change

35.1 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.

35.2 The provisions of clause 35 apply to the introduction of a major change that is likely to result in significant effect on Employees within the Centre.

35.3 Major change is likely to have significant effect on Employees if it results in:
   a) redundancy;
   b) changed hours of operation;
   c) a change to the composition, operation or size of the Centre’s workforce or in the skills required where this will have a material impact on the day to day work practices of Employees;
d) job structuring, technological or structural change where this will have a material impact on the day to day work practices of Employees; or

e) changes to Employer policies and procedures which have a significant and material impact on the Centre.

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

Consultation on Major Change

35.4 When the Director has developed a proposal for a major change that is likely to have significant effect on Employees, the Director will engage in formal consultation with the Employees who may be affected by the change.

35.5 The Director may invite discussion with individual Employees who may be affected by the major change prior to the release of any proposal for change.

35.6 The Director will provide a copy of any proposal for major change to the Union(s), who may consider and make submissions to the Director on the proposal for major change.

35.7 Formal consultation will include the provision of a proposal for major change which sets out:

   a) the nature of the proposed major change and rationale for the change;
   b) any significant effect the major change is likely to have on Employees;
   c) reasonable consultation periods;
   d) any other relevant information about the major change other than information which is subject to legal privilege or is commercial-in-confidence; and
   e) the measures the Director is considering to avert or mitigate any material adverse effect of the proposed major change on Employees.

35.8 Prior to making a decision as to whether or not to implement major change the Director will give genuine consideration to matters raised during the stated formal consultation period.

Decision on Major Change

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

35.10 The Director will continue to consult with and support Employees who are affected during the implementation of major change.

Consultation on Roster Changes

35.11 The Director will consult with Employees in relation to changes to their regular roster or ordinary hours of work. In consulting with Employees, the Director will:

   a) provide information to Employees about the changes;
   b) invite Employees to give their views about the impact of the 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.

36 **Dispute Resolution Procedures**

36.1 In the event of a dispute in relation to a matter arising under this Agreement, in the first instance the Director and Employee will attempt to resolve the matter at the local level using appropriate interventions, including counselling, mediation and Employee training.

36.2 An Employee who is a party to the dispute may appoint their Union/ Nominated Representative to accompany or represent them, or both, for the purposes of this clause 36. The Employee’s Union/ Nominated Representative may address dispute matters with the Director on behalf of the Employee, without the Employee being present.

36.3 The Union may initiate this dispute resolution procedure by raising a dispute with the Director in writing, stating the particulars and circumstances of the dispute.

36.4 If a dispute relates to a matter arising under this Agreement or the National Employment Standards, clause 36 will apply to settle the dispute, as follows:

a) In the first instance, the Employee or the Unions or the Nominated Representative and the Director will discuss the matter in an attempt to resolve the dispute within five working days of the matter being reported to the Director, unless another timeframe is agreed.

b) If a dispute is not resolved in accordance with Clause 36.4(a), the Employee or the Unions/ Nominated Representative will attempt to resolve the dispute through discussion of the matter with the Director. Such discussion will attempt to resolve the dispute within five working days of the dispute being referred to the Director by the Employee or the Union/Nominated Representative, unless another timeframe is agreed.

c) If the dispute is unable to be resolved in accordance with clause 36.4(b) any party to the dispute may refer the dispute to FWC for resolution.

d) FWC may resolve the dispute by the processes of conciliation or arbitration, or both. The parties to the dispute agree to be bound by and implement any order, decision or recommendation of FWC, subject to a right of appeal to a Full Bench of FWC.

e) Except where a genuine safety issue is involved, Employees will continue to perform their work as they would normally while the procedures outlined in this clause 36.4 are being applied and the Centre will not implement changes likely to exacerbate the dispute. Neither party to the dispute will take actions that are likely to exacerbate the dispute.

**PART 6 – LEAVE AND PUBLIC HOLIDAYS**

37 **Public Holidays and Closures**

37.1 All Employees will be entitled to paid leave for the following Employer observed public holidays:

a) New Year’s Day;
b) Australia Day;
c) Good Friday;
d) Easter Monday;
e) Easter Tuesday;
f) ANZAC Day;
g) Christmas Day;
h) Boxing Day (26 December).

37.2 If any of the days specified in clause 37.1 falls on a Saturday or on a Sunday, an alternative day will be observed.

37.3 An Employee will be required, unless otherwise agreed by the Director, to work the following public holidays:
   a) Labour Day;
   b) Anniversary of the Sovereign;
   c) Western Australia Day

Provided that where any of these days falls on a day other than a Monday, the next following Monday will be observed as the public holiday.

37.4 If an employee:
   a) works on any of the public holidays specified in clause 37.3; or
   b) takes approved paid leave or other approved arrangement in lieu of working the public holiday

the Employee will be entitled to take an alternative day of leave in lieu of the public holiday at a time that is agreed between the Employee and the Director.

37.5 The Centre will observe, without loss of pay, a seven day Christmas closedown period usually commencing no later than 25 December.

37.6 Subject to clause 37.5, alternative local arrangements may be observed during the Christmas closedown.

37.7 In addition to the Christmas/New Year public holidays, the Centre will grant an Employee four day’s paid leave to be taken at the Christmas closedown period.

38 Annual Leave

For the purposes of this Clause 38, 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 300 hours (40 days).

38.1 Annual Leave Entitlement

38.1.1 The provisions of clause 38 do not apply to Casual Employees.

38.1.2 A Full-time Employee is entitled to 150 hours (20 days) of annual leave on full pay each calendar year. Annual leave will accrue on a daily basis during periods of continuous service.
38.1.3 All Employees on continuing appointments are entitled to access 150 hours (20 days) annual leave in advance from 1 January of each year.

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

38.1.5 If the period during which an Employee takes annual leave includes a Centre observed public holiday prescribed in clause 37 - Public Holidays and Closures, the Employee is entitled to the public holiday and will not be on annual leave.

38.1.6 The Director will not unreasonably refuse an Employee’s application for annual leave.

38.1.7 An Employee’s entitlement to annual leave will not be affected by an Employee taking any other approved leave except for LWOP in excess of 10 consecutive working days.

38.2 **Annual Leave Loading**

38.2.1 Annual leave loading will be paid at a rate of 17.5% of an Employee’s ordinary rate of pay.

38.2.2 Annual leave loading will be paid on a maximum of 150 hours (20 days) of annual leave.

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

38.2.4 Annual leave loading will be paid in November/December each year, or on cessation of employment of an Employee.

38.3 **Direction to take Excess Accrued Annual Leave**

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

38.3.2 When an Employee is directed to clear Excess Accrued Annual Leave is determined by:

a) agreement between the Director and the Employee, taking into account operational requirements and any mitigating circumstances raised by the Employee; or

b) at a time determined by the Director, if no other date is agreed between the Director and the Employee, by giving the Employee six months’ written notice of the required time for taking leave.

38.4 **Cashing Out of Annual Leave**

38.4.1 An Employee may make a written application to cash out accrued annual Leave in excess of 75 hours (10 days). Such an application is subject to the approval of the Director who will take into consideration the Employee’s leave history.
38.4.2 The Director will not approve a further application for cashing out of accrued annual leave unless the Employee has taken a period of at least 20 days annual leave within the previous 12 months.

38.5 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.

39 Long Service Leave (LSL)

39.1 Entitlement to Long Service Leave

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

a) Completion of an initial 10 years’ Continuous Service with the Employer, including recognition of any applicable prior service; and

b) Completion of each subsequent period of seven years of Continuous Service with the Employer.

39.1.2 A Part-time Employee will accrue, on a proportionate basis, the LSL entitlement provided for in clause 39.1.1, calculated according to the average weekly hours worked by the Employee during the period of Continuous Service with the Employer.

39.1.3 A Casual Employee who has Continuous Service with the Employer, may be entitled, on a proportionate basis, to LSL as provided in clause 39.1.1, calculated according to the average weekly hours worked by the Employee during the period of continuous service with the Employer.

39.2 Pro-rata Long Service Leave

39.2.1 LSL accumulates on a daily basis, but does not accrue until qualifying periods (as specified in 39.1.1) have been reached. However, Employees may take pro-rata accumulated LSL after seven years’ Continuous Service with the Employer, in accordance with clause 39.3.

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

39.3 Taking of Long Service Leave

39.3.1 After an Employee has completed an initial seven years’ continuous service with the Employer, they may take any of their accumulated or accrued LSL, according to the entitlement prescribed in 39.1, at a time of their choosing, subject to:

a) approval of the Director, with consideration of organisational requirements; or

b) the Employee giving at least six month’s written notice of such leave to the Director.

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

39.3.3 LSL may be taken in minimum periods of one day.
39.3.4 LSL will count towards continuous service for the purposes of this Agreement; however, where LSL is taken on half pay or double pay, the period of leave that counts as continuous service will be the equivalent time value of the leave at full pay.

39.3.5 If the period during which an Employee takes LSL includes a Centre observed public holiday defined in clause 37 - Public Holidays and Closures, the Employee is entitled to the public holiday and will not be identified as being on LSL.

39.3.6 An Employee will not engage in any employment for reward during any period when they are on LSL.

39.4 **Cashing Out Long Service Leave**

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

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

39.5 **Paying Out Long Service Leave on Cessation of Employment**

39.5.1 Employees who have completed seven or more years of continuous service with the Employer are entitled to a pro-rata LSL payment on cessation of employment, subject to clause 39.5.2.

39.5.2 Where an Employee is terminated at the initiation of the Employer in accordance with clause 32 - Unsatisfactory Work Performance or clause 33 - Misconduct, clause 39.5.1 will not apply.

39.5.3 Notwithstanding clause 39.5.1, where an Employee:

a) resigns on the grounds of ill-health;

b) has reached their superannuation preservation age and is leaving the workforce;

c) occupies a position which is made Redundant; or

d) dies

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

39.6 **Long Service Leave and Parental Leave**

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 or pro-rata LSL, to which they are entitled, to make up the differential in their working hours.

40 **Personal and Carer’s Leave**

40.1 **Personal Leave Entitlement**

40.1.1 A Full-time Employee is entitled to 75 hours (10 days) of Personal Leave on full pay for each year of continuous Service. Personal leave will accrue on a daily basis during periods of continuous service and paid Personal Leave entitlements will accumulate from year to year.
40.1.2 Part-time Employees are entitled to Personal leave proportionate to hours worked.

40.1.3 An Employee may take Personal leave for any of the following absences:
   a) unfit for work due to personal illness or injury;
   b) to attend an appointment with a registered health professional;
   c) to provide the employee’s immediate family or member of household with care or support due to personal illness or injury, or in relation to a personal emergency affecting that person;
   d) as a result of special or exceptional circumstances;
   e) to attend ceremonial or cultural events to comply with traditional customs and laws.

40.1.4 Personal leave absences for reasons prescribed in clause 40.1.3(d) or clause 40.1.3(e) will not exceed 37.5 hours or five days in a calendar year and the Employee will make every reasonable effort to gain prior approval from the Director.

40.1.5 If the period during which an Employee is on personal leave includes a Centre observed public holiday prescribed in clause 37, Public Holidays and Closures, the Employee is entitled to the public holiday.

40.2 *Unpaid Carer’s Leave Entitlement*

40.2.1 An Employee may take up to 15 hours (2 days) of unpaid carer’s leave for each occasion if an Employee’s immediate family or Member of Household requires care or support due to personal illness or injury, or in relation to a personal emergency affecting such a person.

40.2.2 An Employee may take unpaid Personal Leave as prescribed in clause 40.2.1 as:
   a) consecutive days; or
   b) separate periods as agreed between the Employee and the Director, totalling two days for each occasion.

40.2.3 An Employee will only take unpaid personal Leave if their paid personal Leave is exhausted.

40.2.4 A casual Employee is entitled to unpaid carer’s leave.

40.3 *Employee Obligations When Taking Personal Leave or Unpaid Carer’s Leave*

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

40.3.2 As soon as practicable, following their return to work, an Employee will submit a leave application covering the period of their absence.

40.3.3 Where an Employee takes Personal Leave for reasons prescribed in clauses 40.1.3 (a), (b) or (c) for more than three consecutive days or
more than five days in total in a calendar year, they will provide the Director with a certificate from a registered healthcare provider to support their absence. Where provision of such a certificate is not practicable, the Employee will provide the Director with a statutory declaration confirming the reason for their absence.

40.3.4 If an Employee does not fulfil the requirements of clause 40.3 they will be considered to have taken unauthorised leave.

40.4 **Return to Work after Extended Personal Leave**

40.4.1 Where an employee:

a) Has been absent from work due to personal illness or injury for a period in excess of 20 consecutive working days, or for a period of 20 working days within a period of 6 consecutive months; and

b) Is neither under the care of a registered medical specialist nor has been referred to a registered medical specialist:

i) the Director may, for the purpose of assisting that Employee’s return to work, require the Employee to provide, at the Employer’s expense, a clearance to return to work from a registered medical specialist of the Employee’s choice; and

ii) prior to the Employee returning to work at the Centre, a return to work program will be negotiated as necessary between the Employee and their Union/Nominated Representative, and the Director. Any negotiated return to work program will be approved by an injury management professional; or

c) Is under the care of a registered medical specialist; the Director may, for the purpose of assisting the Employee’s return to work, require the Employee to provide a clearance to return to work from the registered medical specialist.

40.5 **Employee’s Illness or Injury during Annual Leave or Long Service Leave**

If an Employee is ill or injured during a period of annual leave or LSL and the Employee provides medical evidence to that effect, the Director will substitute the annual leave or LSL with Personal Leave for the equivalent period.

41 **Compassionate Leave**

41.1 **Paid Compassionate Leave Entitlement**

41.1.1 An Employee may take 22.5 hours (3 days) of compassionate leave on Full Pay for each occasion when the Employee’s immediate family or member of household:

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

b) dies.

41.1.2 An Employee may take compassionate leave for a particular occasion as prescribed in clause 41.1.1 as a single continuous period or as separate periods totalling 22.5 hours, as agreed between the Employee and the Director.
41.1.3 If an Employee has fully utilised their compassionate leave entitlement as prescribed in clause 41.1.1, they may be entitled to access Personal Leave as prescribed in clause 40 - Personal and Carer’s Leave.

41.1.4 Clause 41.1 does not apply to Casual Employees.

41.2 Unpaid Compassionate Leave Entitlement

41.2.1 All Employees, including Casual Employees, will be entitled to unpaid compassionate leave, subject to the provisions of clause 41.1.1.

41.2.2 Casual Employees will be entitled to 22.5 hours (three days) unpaid compassionate leave for each occasion when an Employee’s immediate family or member of household:
   a) contracts or develops a personal illness or sustains an injury that poses a serious threat to their life; or
   b) dies.

41.2.3 A Casual Employee may take compassionate leave for a particular occasion as prescribed in clause 41.2.2 as a single continuous period or as separate periods totalling 22.5 hours (three days), as agreed between the Employee and the Director.

41.3 Employee Obligations when taking Compassionate Leave

41.3.1 An Employee who is absent on compassionate leave will, as soon as practicable, notify the Director of the absence and keep the Director informed of any continued requirement for leave and as soon as practicable, submit a leave application covering the period of their absence.

41.3.2 The Director may require the Employee to provide reasonable evidence of the need to take compassionate leave.

42 Child Care Special Leave

42.1 The following Employees are entitled, in addition to annual leave, to two periods of one week of paid Child Care Special Leave per calendar year:
   a) continuing Employees;
   b) Employees engaged in administrative duties who are on call; and
   c) Coordinator.

42.2 Child Care Special Leave will be taken as follows:
   a) one week within the period of 1 January to 30 June; and
   b) one week within the period of 1 July to 31 December.

42.3 Part-time Employees will receive a Child Care Special Leave entitlement proportionate to hours worked.

42.4 Clearing of Child Care Special Leave will be subject to the approval of the Director.

42.5 Child Care Special Leave does not accrue from year to year and is forfeited if not taken.

42.6 Child Care Special leave does not apply to Casual and Kitchen Employees.
43 **Parental Leave**

For the purposes of this Clause 43, the following definitions apply:

**Birth Mother** means an Employee who gives birth to the child.

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

**Eligible Employee** means an Employee prescribed as eligible for Parental Leave under clauses 43.2 and 43.3.

**Partner** means a person who is a Spouse of the person who gives birth to the child, or who is a custodial parent of the child.

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

**Spouse** means the spouse or de facto partner of an Employee, including a same gender partner.

43.1 Parental leave is available to Employees to give birth to a child, or to care for a new born or newly adopted child, where the Employee is the child’s primary caregiver. It includes maternity, paternity, spouse, or adoption leave.

43.2 **Unpaid Parental Leave**

43.2.1 Unpaid parental leave will be available to Continuing and Fixed-term Employees, and Casual Employees who:

a) have been employed by the Centre on a regular and systematic basis for a sequence of periods of employment during a period of at least 12 months before the expected date of birth; and

b) but for the pregnancy or decision to adopt, would have a reasonable expectation of continuing engagement on a regular and systematic basis.

43.2.2 Eligible Employees, other than eligible Casual Employees, will be entitled to a maximum of 104 weeks of unpaid parental leave, subject to clause 43.12 *Variation to Period of Parental Leave.*

Eligible Casual Employees will be entitled to a maximum of 52 weeks of unpaid parental leave.

43.2.3 The entitlement to parental leave will be reduced by:

a) any period of paid parental leave for which the Employee is entitled under sub-clause 43.3;

b) any other period of authorised paid leave the Employee elects to access; and

c) any period of parental leave taken by the Employee’s partner in relation to the same child.

43.2.4 Parental leave will not be taken concurrently to any parental leave taken by the Employee’s partner for the same child, except for the
leave prescribed in clause 43.4 and any unpaid parental leave up to a maximum of eight weeks.

43.2.5 An Employee will take all parental leave in a single continuous period of leave.

43.2.6 Parental leave will only apply to Fixed-term Employees to the extent of their existing contract of appointment.

43.3 **Paid Parental Leave**

43.3.1 A Continuing or Fixed-term Employee, who has continuous service of more than 12 months immediately before proceeding on parental leave, will be entitled to one week’s leave on full pay.

43.3.2 A continuing or Fixed-term Employee who has continuous service of more than 36 months immediately before proceeding on parental leave will be entitled to take either:

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

43.3.3 Taking paid parental leave on half pay will impact upon an Employee’s accrual of entitlements. The period of leave considered continuous service will be the equivalent time value of the parental leave at full pay.

43.4 **Parental Leave for Partners (Non-Primary Caregiver)**

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

43.4.2 A Part-time Employee is entitled to the paid partner leave entitlement at Clause 43.4.1 proportionate to hours worked.

43.5 **Personal Leave taken prior to Parental leave**

Personal Leave prior to Parental Leave can be taken by an Employee for an illness arising from pregnancy, or for the circumstances outlined in clause 43.11.

43.6 **Employee Obligations When Taking Parental Leave**

43.6.1 An Employee will provide the Director with at least 8 weeks written notice (or as soon as practicable) of the date on which they intend to commence unpaid or paid parental leave and the intended duration of the leave.

43.6.2 Where an Employee wishes to change the start or end date of their unpaid or paid parental leave they will provide the Director with at least 4 weeks written notice.

43.6.3 Where unpaid or paid parental leave is associated with the birth of a child, the Employee will provide the Director with a certificate from a registered medical practitioner confirming the pregnancy and the estimated date of birth.
43.6.4 Where unpaid or paid parental leave is associated with the placement for adoption of a child, the Employee will provide the Director with written evidence from an appropriate authority confirming the date of placement or expected date of placement, and the age of the child.

43.6.5 Where an Employee who is not the Birth Mother of a child is taking paid parental Leave as the Primary Caregiver the Director may require them to provide a statutory declaration to confirm their Primary Caregiver status.

43.7 **Transfer to a Safe Job**

43.7.1 If an Employee who is entitled to parental leave in accordance with clause 43.2 or 43.3 provides the Director with a medical certificate stating that they are fit to work but unable to continue working in their present position, then they are entitled to be transferred to an appropriate safe job.

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

   a) will be in addition to any other leave entitlement due to the Employee; and

   b) does not reduce the period of parental leave to which the Employee is entitled.

43.7.3 If a pregnant Employee who is not entitled to parental leave in accordance with clause 43.2 or 43.3 provides the Director with a medical certificate stating that they are fit to work but unable to continue working in their present position, then they are entitled to be transferred to an appropriate safe job. If it is not reasonably practicable for the Employee to be transferred to a safe job, the Employee is entitled to unpaid ‘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).

43.8 **Commencement of Parental leave**

43.8.1 Where parental leave is taken by the Birth Mother, parental leave may commence up to six weeks prior to the estimated date of birth, but no later than the date of birth. If a pregnant Employee wishes to commence parental leave less than six weeks prior to the estimated date of birth, their fitness for work and safety for employment must be certified by a registered medical practitioner.

43.8.2 Where an Employee takes parental leave in association with the birth of a child and the Employee is not the Birth Mother, parental leave will commence on or after the date of birth and must conclude before the child is one year old.

43.8.3 Where an Employee takes parental leave in association with the placement for adoption of a child, parental leave will commence on the date of placement for adoption and must conclude prior to 52 weeks after the date of placement for adoption.
43.9 **Access to Other Leave during Parental Leave**

43.9.1 An Employee on parental leave may use accrued annual leave, child care special leave and any long service leave entitlement to cover any of the period of unpaid parental leave.

43.9.2 An Employee is not entitled to take personal leave during absence on parental leave.

43.10 **Distribution of Pay Entitlements During Parental Leave**

43.10.1 An Employee eligible for payment during a period of parental leave may have their pay entitlement distributed evenly across all pay periods falling within the period of planned absence.

43.10.2 Should the Employee return to work prior to the planned date, any unpaid entitlements will be paid as a lump sum on the next pay day observed by the Employer.

43.11 **Parental Leave Entitlements Following Miscarriage or Still-Birth**

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

a) paid leave of four weeks; and

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

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

43.12 **Variation to Period of Parental Leave**

43.12.1 An Employee who has taken 52 weeks or less parental leave may apply to extend their parental leave for up to an additional 52 weeks unpaid leave. The total period of absence of the Employee will not exceed two years in relation to any one pregnancy or adoption.

43.12.2 An application for extended parental leave must be made in writing to the Director at least four weeks prior to the planned end of the parental leave.

43.12.3 If an extension of parental leave is approved, the Employee may utilise any accrued annual leave, long service leave or take leave without pay (or a combination).

43.12.4 An Employee may apply to reduce the period of unpaid parental leave. Any such application must be made to the Director four weeks prior to the new, proposed date of return to work, for approval.

43.12.5 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.
43.13 **Return to Work from Parental Leave**

43.13.1 An Employee will confirm in writing to the Director their return to work intentions at least eight weeks prior to the conclusion of the parental leave, or as soon as practicable, but not less than four weeks prior to return to work.

43.13.2 Upon return to work after parental leave, an employee is entitled to:
   a) return to the classification level and fraction of the employment position held prior to them taking parental leave; or
   b) if the pre-parental leave position no longer exists, an available position subject to:
      i) Clause 35, *Workplace Change*, and
      ii) Clause 11, *Redundancy*.

43.13.3 Normal incremental advancement within salary classifications will resume upon return from parental leave.

43.13.4 Subject to the approval of the Director, and in accordance with Clause 23, *Hours of Work*, on return to work after parental leave, an employee may request to work on a Part-time basis for a defined period of no longer than two years. The request must be made in writing to the Director, not less than four weeks prior to the expiration of the period of parental leave.

43.13.5 The Director will consider any written request to work Part-time based on its merits and the reasonable operational needs of the Centre. If the request is refused, the Director will provide in writing the reasons for refusal of the request.

43.14 **Communication During Parental Leave**

43.14.1 Where an Employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, *consultation* will be conducted in accordance with clause 35, *Workplace Change*. The Director will take reasonable steps to:
   a) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the Employee held before commencing parental leave; and
   b) provide an opportunity for the Employee to discuss any significant effect the change will have on the status or responsibility level of the position the Employee held before commencing parental leave.

43.14.2 The Employee will take reasonable steps to inform the Director of any of the following:
   a) any significant matters that will affect the Employee’s decision regarding the duration of parental leave to be taken;
   b) whether the Employee intends to return to work;
   c) whether the Employee intends to request to return to work on a Part-time basis;
   d) any changes of address or other contact details that might affect the Director’s capacity to comply with clause 43.14.
43.15 **Unpaid Pre-Adoption Leave**

All employees (regardless of their length of service) are entitled to up to two days of unpaid pre-adoption leave to attend any interviews or examinations required for the adoption of a child. This leave may be taken as:

a) a single continuous period of up to two days; or

b) any separate periods to which the Employee and Employer agree.

An Employee may substitute their unpaid pre-adoption leave entitlement with other accrued paid leave (such as annual leave).

44 **Leave Without Pay (LWOP)**

44.1 An Employee may be granted LWOP, subject to the approval of the Director.

44.2 The Director will consider an Employee’s application for LWOP:

a) based upon the merits of the application and the operational requirements of the Centre; and

b) normally, only if an Employee has exhausted all annual leave, long service leave and Child Care Special Leave entitlements.

44.3 The Director will provide an Employee with any refusal of LWOP in writing, at which time the Employee may appeal the Director’s decision with the Executive Manager.

44.4 The Executive Manager will confer with the Director and respond in writing to the appellant within 10 workings days of lodgement of the appeal.

44.5 Any continuous period of LWOP in excess of 10 working days will not count as continuous service for the purposes of this Agreement, but will not constitute a break in service.

44.6 An Employee who applies for LWOP is expected to have considered the implications of this leave on any other benefit to which they are entitled, or may be receiving.

45 **Study Leave**

45.1 Study leave may be granted to Employees, without loss of pay, 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.

45.2 Full-time Employees may be eligible for study leave of up to two hours per week and Part-time Employees may be eligible for an amount proportionate to hours worked.

45.3 Applications for study leave will initially be assessed by the Director and the Director’s approval will not unreasonably be withheld.

45.4 Employees who have been granted study leave will also be granted time off with pay to sit for the annual examinations of those course as have been approved.

45.5 Employees must lodge their application for study leave three months in advance of the commencement of their proposed period of study.

45.6 Employees are encouraged to apply for short courses throughout the year. Paid leave for short study courses is at the discretion of the Director.
46 **Jury or Witness Service Leave**

46.1 A Full-time or Part-time Employee required to serve on a jury or to attend as a witness under Commonwealth or State law is entitled to leave on full pay for the period consisting of one or more of the following:

a) time when the Employee engages in the jury or witness service;

b) reasonable travelling time associated with the jury or witness service; and

c) rest time of up to one day immediately following the jury or witness service only if such service has resulted in the Employee being sequestered overnight.

46.2 If a Full-time or Part-time Employee is required to serve on a jury or to attend as a witness under Commonwealth or State law during any period of paid leave, such leave will be reinstated for the equivalent period of the jury or witness service.

46.3 At the discretion of the Director, a Casual Employee who is required to serve on a jury or to attend as a witness may receive pay for periods prescribed in Clause 46.1, where:

a) they would have been required to work; or

b) there is reasonable likelihood that they would have been required to work.

46.4 An Employee taking jury or witness service leave will notify the Director of:

a) the requirement for the jury or witness service leave as soon as practicable and, if possible, in advance;

b) the period, or expected period, of the absence; and

c) if necessary, the ongoing requirement for jury or witness service leave.

46.5 The Director may require the Employee to provide reasonable evidence of the requirement for jury or witness service leave.

46.5 An Employee who is absent on jury or witness service leave will, as soon as practicable, submit a leave application covering the period of their absence.

47 **Community Service Leave**

For the purposes of this Clause 47, the following definition applies:

**Eligible Community Service Activity** means:

a) Voluntary emergency management activity; or

b) Donating blood or plasma to approved donor centres; or

c) Participating in sporting or cultural events if the Employee is a State or Commonwealth participant or official; or

d) Any other appropriate activity prescribed by legislation, or agreed to by the Director.

47.1 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.

47.2 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.

47.3 An Employee taking community service leave will notify the Director of:
   a) the requirement for the leave as soon as practicable, and if possible, in advance;
   b) the period, or expected period, of the absence; and
   c) if necessary, the ongoing requirement for leave.

47.4 An Employee who is absent on community service leave will, as soon as practicable, submit a leave application covering the period of the absence.

47.5 The Director may require the Employee to provide reasonable evidence of the requirement for Community Service Leave.

48 Workers’ Compensation Leave

48.1 An Employee who suffers injury which entitles them to compensation pursuant to the Workers’ Compensation and Rehabilitation Act 1981 will be granted leave by the Director.

48.2 If an Employee is granted personal leave for any injury and is subsequently granted leave for the same period or part thereof under clause 48.1 for the same injury, there will be restored to the credit of the Employee personal leave equal to the value of the personal leave taken pursuant to this clause.

49 Leave to Count as Service and Continuity of Service

49.1 Without detracting from what may be specified elsewhere in this Agreement the following periods of leave will be counted as service for the purposes of determining the long service leave entitlement of an Employee:
   a) any continuous period of approved paid leave;
   b) any period of approved but unpaid leave, other than parental leave, up to a maximum of ten working days in total per year; and
   c) any period of paid parental leave.

49.2 Without detracting from what may be specified elsewhere in this Agreement the Employee’s continuity of service will not be considered to be broken by any period of paid or unpaid leave that has received approval by the Director.
49.3 Unpaid parental leave will not break an Employee’s continuity of service, but it will not be counted as time served for the purpose of accruing Long Service Leave.

49.4 If at any time an Employee resigns their employment with the Centre, the Employee’s continuity of service will be considered to be broken. If the Employee is subsequently offered a new appointment with the Centre, regardless of the period of time expired since the cessation of the Employee’s prior period of employment, the start date of the Employee’s new employment contract will be used for calculation of all entitlements. Any prior period of employment will be discounted when considering the Employee’s length of continuous service for all entitlements.

PART 7 – WORKPLACE FLEXIBILITY

50 Family Friendly Workplace

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

50.1 An Employee who has one or more children in care at the Centre will be afforded reasonable flexibility in working hours and breaks, as required for attending to the feeding requirements of the Employee’s children.

50.2 Full-time Employees with parental responsibilities, in the first 12 months of returning to work from parental leave, will be entitled to paid leave of up to one hour per month for child care assistance.

51 Individual Flexibility Agreement

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

52 Request for Flexible Working Arrangements

52.1 An Employee may request a change in their working arrangements where the following circumstances apply:

a) for other than a casual Employee, they have completed at least 12 months of continuous service with the Employer immediately prior to making the request;

b) for a casual Employee, they have been employed by the Employer on a regular and systematic basis for a sequence of periods of employment during a period of at least 12 months and have a reasonable expectation of continuing employment with the Employer on a regular and systematic basis;

c) the Employee:

i) is the parent of, or has caring responsibility for, a child who is of school age or younger;

ii) is a carer (within the meaning of the Carer Recognition Act 2010);
iii) has a disability;
iv) is 55 years of age or older;
v) is experiencing violence from a member of the employee’s family; or
vi) provides care or support to a member of the employee’s immediate family, or a member of the employee’s household, who requires care or support because the member is experiencing violence from the member’s family.

52.2 The request must be provided to the Director in writing and clearly explain the proposed change to working arrangements and the reasons for requesting the change.

52.3 The Director may refuse the request only on reasonable business grounds.

52.4 The Director must provide a written response to the Employee’s request within 21 days, stating whether the request has been granted or refused. If the request is refused, the written response must provide reasons for the refusal.
# Schedules

## Schedule 1 Salaries and Classifications

All tables in this Schedule reflect current salaries and the salary increases provided at Clause 13 – *Salaries and Classifications*.

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### Salaries Inclusive of 4% Increase Effective 30 June 2016

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## Salaries Inclusive of 4% Increase Effective 30 June 2017

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Schedule 2 Definition of Roles

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

Coordinator

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

Team Leader

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

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

Team Leader (Kindergarten)

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

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

Educator (Certificate III)

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

Early Childhood Educator (Diploma/Degree)

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

Senior Financial and Clerical Administrator

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

Chef

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

Kitchen Assistant

This is a task orientated role that requires direction from the Chef on tasks that are not routine. The role provides assistance to the chef in all duties associated with the provision of meals and snacks in the Centre. Daily routines include the preparation of food, washing up and preparing the dining room along with cleaning duties associated with the use of the dining room, equipment, utensils and storage of food.
Schedule 3 Redundancy

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

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

1. Notification of Redundancy

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

2. Transfer to lower paid duties

2.1. Where an Employee is transferred to lower paid duties by reasons of redundancy the Employee will be entitled to the same period of notice of transfer as the Employee would have been entitled to if the Employee’s employment had been terminated.

2.2. The Employer may, at its option, make payment in lieu thereof of an amount equal to the difference between the former amounts the Employee would have been eligible to receive and the new lower amount the Employee is entitled to receive, for the number of weeks of notice still owing.

2.3. The amounts must be worked out on the basis of:

   a) the ordinary working hours to be worked by the Employee; and
   b) any other amounts payable under the Employee’s contract of employment.

3. Redundancy Payment

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

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<td>10 years and over</td>
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3.2. Employees that are aged 45 and over and have been in the position for at least 2 years, will receive an additional one week's notice.

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

4. Employee Resignation During Notice Period

4.1. The Employee, having received a formal notice of redundancy, may terminate their employment during the redundancy notice period by giving notice as required in clause 10, Cessation of Employment.

4.2. Where the Employee resigns after receiving notice of redundancy, the Employee will be entitled to the same redundancy payment and benefits received if the Employee had remained with the Centre until the expiry of the redundancy notice period, as outlined in sub-clause 3.1.

4.3. The Employee who resigns during the notice period will not suffer any loss of their usual entitlements including holiday pay and long service leave.

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

5. Transfer of Employment

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

5.1. The provisions of schedule 3 are not applicable where a business is transferred from the Centre to another Employer (in this sub-clause, called the new employer), in any of the following circumstances:

a) Where the Employee accepts employment with the new employer, who recognises the period of continuous service that the Employee had with the Centre and any prior employer, to be continuous service with the new employer; or

b) Where the Employee rejects an offer of employment with the new employer, and the terms and conditions of employment offered by the new employer:

i) are substantially similar and no less favourable considered on an overall basis than the terms and conditions applicable to the Employee at the time of ceasing employment with the Centre; and

ii) recognise the period of continuous service which the Employee had with the Centre and any prior employer to be continuous service with the new employer.
6. Employees Exempted

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

   a) where employment is terminated as a consequence of serious misconduct that justifies dismissal without notice;
   b) an employee with less than 12 months service;
   c) an Employee on probation;
   d) Apprentices;
   e) Trainees;
   f) Fixed-term Employees engaged for a specific period of time or for a specific task or project; or
   g) Casual Employees.
Schedule 4 Supported Wage System

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

In this Schedule:

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

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

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

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

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

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

1. **Eligibility criteria**

   1.1. Employees covered by this schedule will be those who are unable to perform the range of duties to the competence level required within the class of work for which the Employee is engaged under this Agreement, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a disability support pension.

   1.2. This schedule does not apply to any existing Employee who has a claim against the Employer which is subject to the provisions of workers compensation legislation or any provision of this Agreement relating to the rehabilitation of Employees who are injured in the course of their employment.

2. **Supported wage rates**

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

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<th>Assessed capacity (%)</th>
<th>Relevant minimum wage (%)</th>
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</table>

2.2. Provided that the minimum amount payable must be not less than the amount published from time to time within the latest National Minimum Wage Order ($80 per week as at 1 July 2014).

2.3. If an Employee’s assessed capacity is 10%, they must receive a high degree of assistance and support.

3. Assessment of capacity

3.1. For the purpose of establishing the percentage of the relevant minimum wage, the productive capacity of the Employee will be assessed in accordance with the Supported Wage System by an approved assessor, having consulted the Employer and the Employee and, if the Employee so desires, a Union which the Employee is eligible to join.

3.2. All assessments made under this schedule must be documented in an SWS wage assessment agreement, and retained by the Centre as a time and wages record in accordance with the Act.

4. Lodgement of SWS wage assessment agreement

4.1. All SWS wage assessment agreements under the conditions of this schedule, including the appropriate percentage of the relevant minimum wage to be paid to the Employee, must be lodged by the Employer with FWC.

4.2. All SWS wage assessment agreements must be agreed and signed by the Employee and Employer parties to the assessment. Where Union(s) are not a party to the assessment, the assessment will be referred by FWC to the Union(s) by certified mail and the agreement will take effect unless an objection is notified to Fair Work Australia within 10 working days.

5. Review of assessment

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

6. Other terms and conditions of employment

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

7. **Workplace adjustment**

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

8. **Trial period**

   9.1 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.

   9.2 During that trial period the assessment of capacity will be undertaken and the percentage of the relevant minimum wage for an employment relationship on a continuing appointment will be determined.

   9.3 The minimum amount payable to the Employee during the trial period must be no less than the amount determined in this Schedule ($78 per week as at 1 July 2013).

   9.4 Work trials should include induction or training as appropriate to the job being trialled.

   9.5 Where the Employer and the Employee wish to establish a further employment relationship following the completion of the trial period, a further contract of employment will be entered into based on the outcome of assessment under this Schedule Assessment of Capacity.
Schedule 5 Individual Flexibility Agreement

1. The Employer and an Employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:
   a) the Agreement deals with arrangements when work is to be undertaken and the conditions that apply to such work; and
   b) the arrangement meets the genuine needs of the Employer and Employee in relation to matters mentioned in paragraph (a).

2. The Employer must ensure that the terms of the individual flexibility arrangement:
   a) are about permitted matters under section 172 of the Fair Work Act 2009;
   b) are not unlawful terms under section 194 of the Fair Work Act 2009; and
   c) result in the Employee being better off overall than the Employee would be if no arrangement was made.

3. The Employer must ensure that the individual flexibility arrangement:
   a) is in writing;
   b) includes the name of the Employer and Employee;
   c) is signed by the Employer and Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and
   d) includes details of:
      i) the terms of the Agreement that will be varied by the arrangement;
      ii) how the arrangement will vary the effect of the terms;
      iii) how the Employee will be better off overall in relation to the terms conditions of his or her employment as a result of the arrangement; and
   e) states the day on which the arrangement commences.

4. The Employer must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

5. The Employer or Employee may terminate the individual flexibility arrangement:
   a) by giving no more than 28 days written notice to the other party to the arrangement; or
   b) if the Employer and Employee agree in writing, at any time.
Signatories

Signed for and on behalf of the Employer

Curtin University of Technology
Kent St
Bentley WA 6102

[Signature]

Professor Deborah Terry
Vice Chancellor

Authority:
Clause 4(g) of Statute 6 Vice-Chancellor of the University pursuant to the Curtin University of Technology Act 1966

Date: 12/12/2014

In the presence of:
(Witness name and address)

SUSAN SHEPHERD
65 PATIERSON GARDENS, WINTHROP WA 6150

Witness signature:

Date: 5/12/2014
Early Childhood Centre Employee Representative

Curtin University
Early Childhood Centre
Kent St
Bentley WA 6102

Natasha Deans
(Nominated Employee Representative)

Date: 11/12/14

In the presence of:
(Witness name and address)

ANDREW KEMP
10 ADELAIA STREET,
BAYSWATER WA 6053

Witness signature:

Date: 11/12/14

Early Childhood Centre Employee Representative

Curtin University
Early Childhood Centre
Kent St
Bentley WA 6102

Christine Walker
(Nominated Employee Representative)

Date: 11/12/14

In the presence of:
(Witness name and address)

Virginia McSporran
21 Amity Circuit
SHOALWATER, WA 6169

Witness signature:

Date: 11/12/14
Early Childhood Centre Employee Representative

Curtin University
Early Childhood Centre
Kent St
Bentley WA 6102

Vicki Tower
(Nominated Employee Representative)

Date: 11/12/14

In the presence of:
(Witness name and address)
Andrew Kemp, 10 Adelia Street
Bayswater, WA 6053

Witness signature:

Date: 11/12/14

Signed for and on behalf of the eligible Union with members covered by the Agreement

United Voice – WA Branch
Level 2, 54 Cheriton Street
PERTH WA 6000

Carolyn Smith
Secretary United Voice

Date: 15/12/14

In the presence of:
(Witness name and address)
B.C. Palmer
54 Cheriton St, Perth

Witness signature:

Date: 15/12/14
5 February 2015

Dear Ms Howlett

Re: AG2014/10347 Application for Approval of the Curtin University Early Childhood Centre Enterprise Agreement 2014-2017 (the Agreement)

In response to your letter on behalf of Deputy President Smith, Curtin University undertakes the following to satisfy S186(2) of the Fair Work Act 2009 (the Act).

In accordance with S190 of the Act, Curtin University undertakes that the Agreement will not contravene National Employment Standards (NES) specified in Part 22, divisions 3 to 12, of the Act.

Annual Leave

1. Annual leave will be cashed out in a manner consistent with the NES, defined in section 93 of the Act. Specifically, paid annual leave will not be cashed out if the cashing out would result in the Employee's remaining accrued entitlement to paid annual leave being less than four (4) weeks.

Public Holidays

2. The terms of section 114 of the Act will apply in relation to public holidays, specifically:
   a. An Employee will be entitled to be absent from his or her employment on a day or part-day that is a public holiday in the place where the Employee is based for work purposes; and
   b. An Employee will be entitled to refuse a request to work on a public holiday if the request to work is not reasonable or the refusal is reasonable.

Long Service Leave

3. Curtin University believes that the long service leave (LSL) conditions offered under the proposed Agreement allow a greater entitlement and additional flexibility to its Employees. However, should any of the LSL terms provided in the Agreement be less favourable than those of the Long Service Leave Act 1958 (Western Australia) (LSL Act), the provisions of the LSL Act will apply.

As directed, Curtin University has sought the views of the bargaining representatives and they have indicated their support for the foregoing undertakings, as per the attached emails.

Kind regards

[Signature]

Jane van den Herik
Associate Director, HR Consulting & Injury Management Services
Curtin University