

**THE UNIVERSITY OF WESTERN AUSTRALIA
CHILD CARE EMPLOYEES' AGREEMENT 2005**



BETWEEN

THE UNIVERSITY OF WESTERN AUSTRALIA

AND

THE LIQUOR, HOSPITALITY AND

MISCELLANEOUS UNION (LHMU)

The University of Western Australia Child Care Employees' Agreement 2005

Between

The University of Western Australia

and

The Liquor, Hospitality and Miscellaneous Union

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This Agreement shall be known as The University of Western Australia Child Care Employees' Agreement 2005.

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3. Application of the Agreement

This Agreement shall apply at The University of Western Australia (UWA) and shall be applicable to child care employees who are members or are eligible to be members of the Liquor, Hospitality and Miscellaneous Union (LHMU).

On certification of this agreement, the University may offer Australian Workplace Agreements (AWA's) in accordance with the Workplace Relations Act 1996.

4. Parties and Persons Bound

4.1 This Agreement shall be binding according to its terms upon the following parties:

- (a) The University of Western Australia.
- (b) The Liquor, Hospitality and Miscellaneous Union (LHMU).

4.2 The Agreement shall also bind all persons who, although not party to the Agreement, are employed subject to this Agreement.

5. Term

This Agreement shall take effect from the date of certification and shall remain in force for a period of three years.

6. Agreement Closed and Comprehensive

6.1 This Agreement encompasses and exclusively deals with all matters provided for herein during its operation. The parties to this Agreement agree that there will be no further claims in respect to this Agreement for its nominal life except as prescribed in:

Clause 20 – Salary Packaging
 Clause 24 – Superannuation
 Clause 27 – Payment for Hire of an Employee's Own Vehicle
 Clause 38 – Leave for Training with Defence Force Reserves
 Schedule C – Employees Eligible for a Supported Salary

6.2 This Agreement supersedes and replaces in its entirety The University of Western Australia Child Care Employees' Agreement 2001 and the Child Care (Long Day Care) WA Award 2003.

6.3 This Agreement prevails over all sector wide awards other than the Tertiary Education Superannuation Scheme - Superannuation Award 1988.

7. Aim of the Agreement

7.1 It is the objective of the parties to this Agreement to implement change and improvement that supports the provision of high quality child care.

7.2 Specifically, the key objectives are:

7.2.1 to recruit, develop and retain the highest quality staff;

- 7.2.2 to make decision-making structures and processes more responsive to the needs of the Child Care Services group;
 - 7.2.3 to ensure fair treatment of staff;
 - 7.2.4 to ensure continuous improvement in quality of service.
- 7.3 Management, employees and their union are committed to co-operating positively to implement work practices that consider operational needs and are mutually beneficial.

8. Re-open Negotiations

- 8.1 The parties undertake to re-open negotiations at least three months prior to the expiry of this Agreement with a view to negotiating and settling any replacement Agreement.
- 8.2 A replacement Agreement will be negotiated within the following framework:
- 8.2.1 The parties undertake to continue the process of bargaining relating to the child care staff employed at the University. The parties shall make every reasonable effort in good faith to reach agreement during enterprise bargaining.
 - 8.2.2 The parties agree that where arrangements reached through enterprise bargaining are such as to require being given legal force this will occur in accordance with the requirements of the Workplace Relations Act 1996.
 - 8.2.3 Agreements reached through enterprise bargaining shall not be based on the automatic flow-on of arrangements reached elsewhere through enterprise bargaining.
 - 8.2.4 A purpose of enterprise bargaining shall be the achievement of productivity gains and improvements in efficiency, effectiveness, quality and flexibility. In that context:
 - (a) enterprise bargaining shall be directed towards initiatives that will achieve improvements in productivity, efficiency, effectiveness, quality, flexibility and equity;
 - (b) productivity gains must be genuinely attributable to workplace reform;
 - (c) there is to be no double counting of productivity gains already achieved or explicitly contemplated under existing agreements and other agreed arrangements;
 - (d) existing conditions and agreements shall continue to be recognised and implemented;
 - (e) arrangements to encourage equal opportunity and affirmative action shall be provided for;
 - (f) as determined by the AIRC in accordance with Part VIE of the Workplace Relations Act 1996 the Agreement will not disadvantage employees in relation to their terms and conditions of employment;

- (g) the University shall provide relevant financial disclosure; provided that this shall not require the University to disclose confidential information, the disclosure of which would be inimical to its interests.

9. Definitions

- 9.1 AIRC Means the Australian Industrial Relations Commission.
- 9.2 Casual
- (a) Means an engagement specified as such at the time of appointment which is for a period not exceeding one month on a full-time or part-time basis provided that an appointment on an irregular basis may be for a period of up to twelve months in any instance.
 - (b) Notwithstanding subclause (a) a part-time employee who is employed on a regular basis may, with the consent of the employer, elect to be paid as a “casual”.
 - (c) A loading of 20% of basic salary will be paid to casual appointees. The casual loading is in lieu of entitlements specifically excluded from this Agreement, including all leave entitlements, penalties and loadings for such appointments. The casual loading will increase from 20% to 23% effective from the first pay period after the date of certification.
 - (d) Casuals shall be paid for not less than 3 consecutive hours per day.
- 9.3 Employer Means The University of Western Australia constituted under authority of the University of Western Australia Act 1911.
- 9.4 Fixed Term Means an appointment for a specified period of time and specified as such at the time of the appointment.
- 9.5 Funds Available Means the sum of money that is allocated for the payment of salary, salary related allowances and on-costs.
- 9.6 Manager Means Manager Child Care Services or nominee.
- 9.7 Part-Time Means an engagement in which the appointee is required to work a certain number of hours, but less than 37.5 hours per week on a regular roster basis each week.
- 9.8 Satisfactory medical evidence A certificate from a registered doctor, dentist, physiotherapist, chiropractor or clinical psychologist.
- 9.9 Senate Means the Senate of The University of Western Australia constituted under the authority of The University of Western Australia Act 1911.
- 9.10 Union Means The Liquor, Hospitality and Miscellaneous Union (LHMU).

- 9.11 University Means The University of Western Australia constituted under the authority of the University of Western Australia Act 1911.
- 9.12 Vice-Chancellor Means the Vice-Chancellor of The University of Western Australia.

PART B – APPOINTMENTS/TERMINATIONS/CLASSIFICATIONS

10. Vacancies

- 10.1 Vacant positions covered by the terms and conditions of this Agreement will not be filled until they have been advertised in a way that the Vice-Chancellor deems necessary. An advertisement on the University's web site for a period of at least one week will be deemed to constitute the advertisement of a vacancy.
- 10.2 Notwithstanding the provisions of subclause (10.1) of this clause, the Vice-Chancellor may appoint a person not already in the employ of the University to a vacancy covered by the terms and conditions of the Agreement if in the opinion of the Vice-Chancellor:
- 10.2.1 it would be expedient or desirable, in the interests of the University, to appoint such a person; and/or
- 10.2.2 there is no person already in the employ of the University suitable, qualified or capable to perform the duties of the vacancy.

11. Appointments

- 11.1 Where a position is to be filled on an ongoing or fixed term basis, a written offer of appointment will be made, but need not be provided to a casual employee. Every employee who is given a letter of appointment shall have the following included in the letter:
- 11.1.1 the title of the position;
- 11.1.2 if the position is part time, the employment fraction;
- 11.1.3 the salary range applicable for the position;
- 11.1.4 the commencing salary;
- 11.1.5 whether the position is ongoing or fixed term, in which case it shall specify the term for which the position is being offered; and
- 11.1.6 any probationary period applicable.
- 11.2 All initial appointments to positions covered by the terms and conditions of this Agreement shall be subject to:
- 11.2.1 completion of a pre employment childcare worker tuberculosis questionnaire and, further medical examinations and vaccinations as required by the Health Department of Western Australia;
- 11.2.2 evidence of date of birth in the form of a certified copy of birth registration, an extract therefrom or other documents acceptable to the Vice-Chancellor;
- 11.2.3 evidence of ability to work in Australia where the appointee is not an Australian citizen; and
- 11.2.4 evidence of an appropriate Police Clearance.
- 11.3 Any fees payable in connection with the production of the certificates or documents referred to in subclause (11.2) of this clause shall be the responsibility of the appointee. Subsequent medical requirements will be paid for by the University where University Medical Services are utilised for this purpose.

12. Contract of Employment

12.1 Except as otherwise provided in this clause the contract of service for ongoing employees shall be by the month and may be terminated by not less than four weeks notice on either side given in writing on any day or by the payment or forfeiture, as the case may be, of four week's salary. Provided that:

- (a) during any probationary period the contract of service may be terminated by one week's notice on either side given in writing on any day or by the payment or forfeiture, as the case may be, of one week's salary;
- (b) Child Care Support Employee Grades One and Two and Child Care Giver notice period shall be one week in the first year of service;
- (c) a lesser period of notice may be given at any time if the employer and the employee mutually agree.

12.1.2 The contract of service for a casual employee shall be by the hour and may be terminated by one hour's notice on either side.

12.1.3 This clause does not affect the right of the University to dismiss an employee for misconduct.

12.1.4 An employee who holds an ongoing appointment and whose position becomes surplus to requirements shall be treated in accordance with Schedule E – Redeployment, Redundancy and Retrenchment.

12.1.5 An employee who holds a fixed term appointment and whose position becomes surplus to requirements shall be treated in accordance with Schedule F – Redundancy for Employees on Fixed Term contracts.

12.2 Probation

12.2.1 Every appointee, except one engaged on a casual or fixed term appointment of less than twelve months shall in the first instance be appointed on probation only and may be continued in such probationary appointment for a period of three months. On the expiry of the period of probation the Vice-Chancellor may, on the recommendation of the Manager, confirm or annul the appointment or extend the period of probation for a further period or periods not exceeding three months, but so that in any event the total period of probation shall not exceed six months. Should an appointee on probation have the period of probation extended the appointee shall be notified of the reason in writing not less than two weeks prior to the conclusion of the initial probationary period.

12.2.2 Where there are concerns with the employee's capacity to perform the requirements of the position, the employee shall be alerted of these and given the opportunity to address the concerns.

13. Termination

- 13.1 Where the Vice Chancellor decides to terminate in accordance with clause 12 – Contract of Service of this Agreement, other than in the case of a casual employee or an employee on probation, the employee shall be advised in writing of the decision and the reason for it.
- 13.2 Any application alleging unfair dismissal can only be referred to a relevant Industrial Relations Commission in accordance with the Workplace Relations Act 1996.
- 13.3 The provisions of subclause 13.2 shall not apply to probationary employees or to casual or fixed term employees at the expiry of the term.

14.1 Hours of Duty

- 14.1.1 The ordinary hours of duty shall be 37.5 hours per week to be worked in one period of 7.5 hours per day (exclusive of meal breaks) between the hours of 7.00 am and 6.00 pm Monday to Friday inclusive.
- 14.1.2 Provisions shall be made for trained employees to take 2 hours per week during normal hours of duty as non-contact programming time.
- 14.1.3 The implementation of the working of ordinary hours referred to in 14.1.1 above, shall be agreed at Child Care Services to reflect work demands and the needs of clients.
- 14.1.4 Employees will be required to participate in staff meetings or parent evenings as required to a maximum of 12 in a 12 month period.

14.2 Conversion to 50/52 Employment

- 14.2.1 A full-time employee has the option of converting to a 50 week paid year. This involves working 46 weeks over a negotiated 12 month period. Within that 12 month period, a member of staff is entitled to have 2 weeks of paid absence in addition to the normal 4 weeks' annual leave, with a commensurate reduction in total salary rate for the 12 months.
- 14.2.2 All full-time employees are eligible to apply to the Manager for agreement to work a 50 week year.
- 14.2.3 Participation in the 50 week year scheme is for a period of one year and is to be re-negotiated annually (usually at the beginning of the year). A maximum of two employees may participate in any one year.
- 14.2.4 When agreement is reached for a member of staff to work a 50 week year, the salary will be paid at the rate of 50/52 of the full-time salary for that twelve-month period. During the period, all annual, sick, carer's and long service leave will continue to accrue.
- 14.2.5 All six weeks leave must be taken by mutual agreement during the period for which agreement to participate in the scheme has been reached. All six weeks' leave will be paid at a salary rate of 50/52 of the full-time salary.

- 14.2.6 Payment to an employee proceeding on annual leave, in excess of the current year's entitlement, or long service leave shall be calculated on a pro rata basis having regard for any prior periods of full-time or part-time employment.
- 14.2.7 Sick leave or any other paid leave shall be paid at the rate of 50/52 of full-time salary.
- 14.2.8 Leave shall be taken in line with rosters developed by the Manager and shall count as service for long service leave and increment purposes. All 6 weeks' leave taken during the period of a 50 week appointment will be paid at the rate of 50/52 of full-time salary.
- 14.2.9 During the period a member of staff participates in the 50 week scheme, their superannuation contributions will reduce to the level based on their actual salary for that year. Provided that if a member of staff wishes to maintain superannuation contributions at a notional full-time rate they will be responsible for making the necessary arrangements and for maintaining both the notional full-time rate for the employee's and the employer's contribution.

15. Part-time Employees

- 15.1 An employee may be appointed in a part-time capacity to work less than the normal hours of duty of 37.5 worked on a regular roster as prescribed by clause 9 - Definitions of this Agreement.
- 15.2 The rate of salary for an employee appointed to work part-time shall be calculated pro rata to the salary appropriate to the class of work for which the employee is engaged in the proportion which the hours of work bear to 37.5.
- 15.3 An employee appointed to work part-time shall be allowed entitlements in accordance with the provisions of this Agreement in the proportion that the hours worked bear to 37.5. Specifically the following shall apply to part-time employees:

15.3.1 Hours of duty

- (a) Except as agreed between the employer and the employee, the parameters for the working of ordinary hours shall be the same as the span of hours provided in clause 14.1 – Hours of Duty.
- (b) The employee appointed to work part-time shall be informed of the prescribed weekly and daily hours, which will constitute the ordinary working hours of the employee.
- (c) If agreement is reached to vary an employee's ordinary working hours, time worked to 7.5 hours on any day is not to be regarded as overtime, but as an extension of the ordinary hours for that day and shall be paid at the normal rate of pay.
- (d) Additional days worked, up to a total of five days per week, are also regarded as an extension of the contract and shall be paid at the normal rate and leave entitlements shall accrue accordingly.

15.3.2 Annual Increments

- (a) Where incremental steps are provided in the salary scale an employee appointed to work part-time shall be allowed annual increments in accordance with clause 18 - Increments of this Agreement, subject to meeting the usual performance standards.

15.3.3 Leave

- (a) An employee appointed to work part-time shall be allowed entitlements in accordance with the provisions of this Agreement in the proportion that the hours worked bear to 37.5.
- (b) Payment to an employee proceeding on annual leave and long service leave shall be calculated on a pro rata basis having regard for any variations to the employee's ordinary working hours during the accrual period.
- (c) Sick leave and any other paid leave shall be paid at the current salary, but only for those hours or days that would normally have been worked had the employee not been on sick leave.

16. Conversion of Employment Status of Existing Employees

- 16.1 During the life of this Agreement, at the end of each calendar year the University will make available, the equivalent of two (2) full time ongoing positions to all staff members employed on a fixed term contract, who have a minimum of two years continuous service.
- 16.2 Subsequent offers will be made to staff based on length of service. No other criteria will apply.
- 16.3 Notwithstanding the above, a maximum of seven full time equivalent (FTE) positions will be on an ongoing employment basis within the coverage of this Agreement.
- 16.4 The provisions of this clause shall not apply to casual employees or to employees undergoing an unsatisfactory performance management process.

17. Classification Structure

All positions pursuant to this Agreement will be classified as outlined in Schedule A – Classification Salary and Structure consistent with the classification descriptors detailed in Schedule B – Classification Definitions and Skill Descriptors.

18. Increments

18.1 Date of Increment

18.1.1 Where incremental steps are provided in the salary scale the date of incremental adjustment of salaries shall be the anniversary of appointment as a new employee.

18.2 Incremental progression

18.2.1 Subject to satisfactory performance an employee shall proceed by annual increments from the minimum to the maximum of the salary range appropriate to the classification allocated to the position occupied in accordance with the following procedures:

- (a) the employee's supervisor shall discuss performance of duties not later than one month before an increment is due;
 - (b) the employee's supervisor, following discussion with the employee, shall submit an incremental report recommending either payment or deferral of the increment provided that where the employee's supervisor fails to submit an incremental report the employee's increment will proceed automatically;
 - (c) where deferment of an increment is recommended the report shall detail the steps which have been undertaken to address unsatisfactory performance or behaviour in accordance with the University's procedures for handling unsatisfactory job performance and unsatisfactory job-related behaviour. The employee shall be informed by the supervisor of the reasons thereof and be entitled to reply in writing and to have the reply considered by the Director, Human Resources. The Director, Human Resources shall review the report and consult with the Director of Student Services before determining whether the recommendation to withhold an increment will be approved. The Manager and staff member will be informed of the decision by the Director, Human Resources;
 - (d) in the event that an increment is deferred the supervisor shall counsel the employee and identify the steps the employee should take to improve their performance;
 - (e) the decision to defer an increment shall be reviewed within a period not exceeding four (4) months of the date of deferral;
 - (f) any subsequent approval for payment of an increment shall be effective from the date approval to proceed is granted. Thereafter, future annual increments shall become due on the original anniversary date.
- 18.2.2 Notwithstanding the provisions of subclause 18.1.1 of this clause the University may, in exceptional circumstances, advance an employee more than one increment or grant a special increment or increments in the salary range appropriate to the classification allocated to the position the employee occupies.

PART C – EMPLOYMENT CONDITIONS

Section 1: Salaries

19. Payment of Salaries

- 19.1 Salaries (including allowances) shall be paid fortnightly by direct electronic transfer to the credit of an account nominated by the employee at such bank, building society or credit union approved by the Vice-Chancellor or nominee. Provided that where such form of payment is impractical or where some exceptional circumstances exist, payment may be made by cheque.
- 19.2 Payment of any allowance prescribed by this Agreement shall be effected no later than the second pay day following the pay period in which payment of the allowance was approved.
- 19.3 A fortnight's salary shall be computed by dividing the annual salary by 313 and multiplying the result by 12.
- 19.4 The hourly rate shall be computed as one seventy-fifth of the fortnight's salary.
- 19.5 Upon employees being granted access to electronic payslips and adequate instruction on how to electronically access payslips the University may cease to produce and distribute hard copy payslips to employees. Provided that an employee who does not have access to electronically generated payslips or who can demonstrate that they cannot reasonably print a payslip confidentially may continue to receive a hard copy payslip.
- 19.6 Employees who have access to electronic payslips can be expected to attend a reasonable period of training or instruction.
- 19.7 The parties agree to review the operation of subclauses 19.5 and 19.6 within twelve months' of certification of this Agreement.
- 19.8 Salary Payments
- 19.8.1 All employees of The University of Western Australia shall be paid no less than the minimum rate prescribed for the appropriate classification level of their position.

19.8.2 The salary paid to the Director shall be as follows:

Grade 1

- (a) 2 or 3 year training
Step 1 - Step 4
- (b) 4 year training
Step 2 - Step 5

Grade 2

- (a) 2 or 3 year training
Step 3 - Step 6

- (b) 4 year training
Step 4 - Step 7

Grade 3

- (a) 2 or 3 year training
Step 5 - Step 8
- (b) 4 year training
Step 6 - Step 9

19.8.3 Training shall be defined as a tertiary or post secondary qualification relevant to the position of Director.

19.8.4 An employee under the age of 21 years who is employed as a Child Care Giver shall be paid a percentage of the rate applicable to an adult employee as follows:

<u>Age</u>	<u>% of adult rate</u>
At or under 16 years of age	50
At 17 years of age	60
At 18 years of age	75
At 19 years of age	85
At 20 years of age	95

19.8.5 A qualified Child Care Giver with no previous experience in the industry shall be paid at Step IA moving to Step II after 12 months satisfactory performance.

19.8.6 A qualified Child Care Giver with previous experience in the industry shall be paid at Step IB moving to Step II after 12 months satisfactory performance.

20. Salary Packaging

20.1 Notwithstanding any other provision of this certified agreement, the salary that would otherwise be applicable to an employee under clause 18.1 – Date of Increment and Schedule A – Classification Salary and Structure shall be reduced by such amount as is agreed between the employee and the University to the extent necessary to provide a package for the employee containing the reduced salary and/or superannuation and/or child care payments and/or car lease payments and/or any other items that may be agreed upon by the parties.

20.2 For an agreement about salary packaging to be valid, it must be in the form of the document entitled “Salary Packaging Agreement” which is available from Human Resource Services.

20.3 Where the University and an employee enter into a salary packaging agreement, by acting in accordance with the salary packaging agreement, the University shall be taken to have satisfied its obligation under clause 19.8 – Salary Payments and Schedule A – Classification Salary and Structure of this Agreement.

20.4 In respect of an employee who enters into a salary packaging agreement, the salary rate that would otherwise be applicable to the employee under clause 19.8 – Salary Payments and Schedule A – Classification Salary and Structure of this Agreement shall be used as the basis to calculate entitlements in respect of:

higher duties allowance;
 leave loading;
 outstanding leave due upon termination of employment;
 redundancy/early retirement payments;
 overtime;
 shift work.

20.5 Whilst an employee who has entered into a salary packaging agreement is on any form of paid leave during employment including, for example, annual leave and long service leave, the employee shall continue to be paid in accordance with the terms of the salary packaging agreement.

20.6 The parties agree to vary this Agreement to the extent necessary to give effect to legislative changes associated with salary packaging.

20.7 The provisions of this clause do not apply to casual employees.

21. Employees Eligible for a Supported Salary

An employee who, because of the effects of disability is eligible for a supported wage, shall be treated in accordance with Schedule C – Employees Eligible for a Supported Wage of this Agreement.

22. Salary Increases

This Agreement provides for a minimum salary increase of 20% to be paid instalments as set out below.

Increase	Effective
3%	8 March 2004
2%	6 September 2004
5%	Commencement of first pay period in March 2005
5%	Commencement of first pay period in March 2006
5%	Commencement of first pay period in March 2007

23. Time Off in Lieu of Overtime

23.1 All work performed by direction of the Manager before the normal starting time or after the normal finishing time on any working day, Monday to Friday inclusive, or on a Saturday, Sunday or holiday, shall be classed as overtime and, subject to the provisions of this clause, shall be compensated by time off in lieu as provided by subclause 23.3.

23.2 No claim for time off in lieu under the provisions of this clause shall be allowed in respect of any day on which the additional time worked amounts to less than 15 minutes in any one instance. Provided that an employee shall not be directed to work overtime less than 15 minutes.

- 23.3 Accrued time off in lieu shall be compensated as follows:
- 1.5 hours for each of the first two hours accrued;
 - 2.0 hours for each hour thereafter.
- 23.4 Where an employee requests and the Manager agrees, time may be accrued and taken as time off in lieu on an hour for hour basis.
- 23.5 Employees shall not accrue hours in excess of ten without the approval of the Manager.
- 23.6 Time off in lieu shall be accrued and cleared within a period of three months.
- 23.7 The time of taking time off in lieu shall be arranged between the employee and the Manager.
- 23.8 Where accrued time in lieu cannot be taken within a three month cycle because of circumstances in Child Care Services payment shall be made at overtime rates for time worked.
- 23.9 An employee who works overtime for two hours or more and who purchases a meal shall be reimbursed for each meal purchased at the following rates:
- | | |
|--------------|---------|
| Morning meal | \$8.05 |
| Evening meal | \$11.90 |

A meal allowance shall not be paid when Child Care Services provides a meal.

24. Superannuation

- 24.1 The University will continue to make Employer superannuation contributions to UniSuper for all current and new employees for the life of this Agreement, as follows:
- 24.1.1 a 17% employer superannuation contribution for full-time and part-time employees , in accordance with existing University of Western Australia eligibility provisions; or
 - 24.1.2 the Superannuation Guarantee employer contribution for fixed term employees with a contract term less than 2 years or casual employees whose wages are \$450 or more per calendar month, as varied by the federal government from time to time; or
 - 24.1.3 a 3% Award based employer contribution for other casual employees, in accordance with existing indexed eligibility provisions (Currently 6 months earnings/hours worked criteria).
- 24.2 An employee may elect to forego the 3% employer superannuation contribution to the Award Plus Plan and receive a 3% non-superannuable salary loading in lieu.
- 24.3 Provided that the UniSuper Trust Deed so allows during the life of this Agreement, employees who are members of the Defined Benefit Plan (DBP) or Investment Choice Plan (ICP) may elect to receive any other superannuation flexibility so allowed. Provided that the total remuneration provided under this clause shall be the amount specified at 24.1.

25. Overpayments

- 25.1 If an employee is paid for work not subsequently performed or is otherwise overpaid, the Employer will, after consultation with the employee, make adjustments to the employee's subsequent fortnightly salary payments.
- 25.2 Overpayments will be recovered at a rate agreed between the University and the employee. The rate shall not be less than the rate at which it was overpaid or 10% of the employee's fortnightly salary, whichever is the lesser amount per pay period. Provided that on application to the Director Human Resources the amount of repayment may be varied for reasons of financial hardship.
- 25.3 Provided where an employee ceases employment, any overpayment will be recovered from any monies due at cessation. This does not preclude the University's legal right to pursue recovery of any outstanding monies.

Section 2 – ALLOWANCES

26. Higher Duties Allowance

- 26.1 An employee who is directed by the Manager to act in a position which is classified higher than the employee's own position and who performs the full duties and accepts the full responsibilities of the higher position for a period of five consecutive working days or more, shall, subject to the provisions of this clause, be paid an allowance equal to the difference between the employee's own salary and the salary the employee would receive if the employee were permanently appointed to the position in which the employee is so directed to act.
- 26.2 Where the full duties of a higher position are temporarily performed by two or more employees they shall each be paid an allowance which fairly reflects their performance of the duties. Where an employee is directed to perform a portion of the duties and responsibilities of the position in which the employee is required to act then the allowance prescribed by this subclause shall be varied on a pro rata basis to the full allowance that would otherwise be payable.
- 26.3 Where an employee who has qualified for payment of a higher duties allowance under this clause is required to act in another position or positions classified higher than the employee's own position for periods less than five consecutive working days without any break in acting service, the employee shall be paid a higher duties allowance for such periods. Provided that payment shall be made at the highest rate the employee has been paid during the employee's term of continuous acting or at the rate applicable to the position in which the employee is currently acting, whichever is the less.
- 26.4 Where an employee is directed to act in a position that has an incremental range of salaries, the employee shall be entitled to receive an increase in higher duties allowance equivalent to the annual increment the employee would have received had the employee been permanently appointed to such position. Provided that acting service with allowances for acting in positions of the same classification or higher than the position during the eighteen months preceding the commencement of so acting shall aggregate as qualifying service towards such an increase in the allowance.
- 26.5 Where an employee who is in receipt of an allowance granted under this clause and has been so for a continuous period of twelve months or more, proceeds on:
- a period of normal annual leave; or
 - a period of any other approved leave of absence of not more than one calendar month,
- the employee shall continue to receive the allowance for the period of leave.
- 26.6 Provided that this subclause shall also apply to an employee who has been in receipt of an allowance for less than twelve months if during the employee's absence no other employee acts in the position in which the employee was acting immediately prior to proceeding on leave and the employee resumes in the position immediately after leave. For the purpose of this subclause the expression "normal annual leave" shall mean an annual period of recreation leave of four weeks, and shall include any of the holidays and leave in lieu accrued during the preceding twelve months taken in conjunction with such annual recreation leave.

26.7 Where an employee who is in receipt of an allowance granted under this clause proceeds on:

a period of annual leave in excess of the normal; or
a period of any other approved leave of absence of more than four weeks.

the employee shall not be entitled to receive payment of such allowance for the whole or any part of the period of such leave.

27. Payment of Hire for Use of an Employee's Own Vehicle

27.1.1 An employee who is not required (as a term of employment) to supply and maintain a motor vehicle for use when travelling on official business, but when requested by the Manager or an authorised employee voluntarily consents to use a vehicle and who is not in receipt of an allowance provided by subclause 27.1.2 of this clause shall for journeys travelled on official business approved by the Manager or an authorised employee be reimbursed all expenses incurred in accordance with the appropriate rates set out in Schedule D – Payment for Hire for Use of an Employee's Own Vehicle.

27.1.2 For the purpose of paragraph 27.1.1 an employee shall not be entitled to reimbursement for any expenses incurred in respect to the distance between the employee's residence and the University and the return distance from the University to residence.

27.2 The Vice-Chancellor or nominee may authorise a commuted amount for the hire of motor vehicles or any other conveyance belonging to an employee.

27.3 The Vice-Chancellor may increase the rates prescribed by Schedule D – Payment for Hire for Use of an Employee's Own Vehicle in any case in which the Vice-Chancellor is satisfied that they are inadequate.

27.4 The rates of hire for the use of an employee's own vehicle on official business shall be as shown in Schedule D - Payment for Hire for Use of an Employee's Own Vehicle.

Section 3 – LEAVE PROVISIONS

28. Absence on Account of Illness, Injury or Caring

28.1 An employee shall be entitled to leave of absence in accordance with the provisions of this clause in the case of personal illness or injury or to supervise the convalescence of another person whose care is the responsibility of the employee.

28.1.1 An employee who is absent in accordance with this clause is required to notify The Manager and shall as soon as possible thereafter make an application for leave to cover any absence from duty; otherwise the employee shall be treated as being absent without leave.

28.1.2 Leave of absence in accordance with paragraph 28.1 of this subclause may be granted by The Manager for continuous periods of up to two months. In all other cases the application shall be referred to the Vice-Chancellor for decision.

28.2 For ongoing employees, the leave in accordance with this clause will be calculated on the following cumulative basis:

	Leave on Full Pay
On date of appointment	46.87 hours
On completion of six months' service	46.88 hours
On completion of twelve months' service	93.75 hours
On completion of each additional twelve months' service	93.75 hours

28.3 An employee on a fixed term contract for a period greater than 12 months shall be credited with the same entitlements as an ongoing employee. An employee employed on a fixed term contract for a period of less than 12 months shall be credited with the same entitlement on a pro rata basis for the period of the contract.

28.4 For part-time employees, entitlements and payments under this clause shall be calculated on a pro-rata basis according to the number of hours worked each fortnight.

28.5 An application for leave of absence where three or more consecutive working days are involved is to be supported by satisfactory medical evidence.

28.6 An employee who is unable to resume duty on the expiration of a period of approved leave needs to apply for a subsequent period of leave which is to be supported by a certificate from a registered medical or dental practitioner.

28.7 Debits for leave pursuant to this clause can be made on the basis of hours or part hours provided that all leave debited will be processed to the nearest 15 minutes and holidays occurring during the period of leave shall not be debited.

28.8 An employee absent from work on account of illness or injury for a period of more than three months shall not be permitted to resume work unless a registered medical practitioner has certified that the employee is fit to resume work.

28.9 Where the Manager has reasonable grounds to doubt an employee's absences under this clause, they shall notify the Director of Human Resources who may require the employee to provide medical certificates for all future absences under this clause for a reasonable period of time, not exceeding 12 months. This period may subsequently be reviewed at the request of the employee.

28.10 Where an employee is ill:

28.10.1 for a period of at least five consecutive working days during annual leave; or

28.10.2 for a period of at least ten consecutive working days during long service leave

and produces as soon as possible thereafter medical evidence satisfactory to the Vice-Chancellor that the employee is or was as a result of illness medically unfit for work, the employee may be granted, at a time convenient to Child Care Services, additional leave equivalent to the period during which the employee was so confined.

28.11 An employee who is duly absent on leave without pay is not eligible for leave on account of illness or injury under this clause during the currency of that leave without pay.

28.12 No leave for illness or injury shall be granted with pay if the illness or injury has been caused by the misconduct of the employee or in any case of absence from duty without sufficient cause.

28.13 The Manager may direct the employee to attend a medical practitioner for examination, or send a registered medical practitioner to attend on and examine the employee where:

28.13.1 the Manager has reasonable doubt that the employee is absent due to illness

28.13.2 there is reason to doubt the fitness of the employee to be in the workplace either in relation to the safety and well being of themselves or others in the workplace.

Any cost of such further certificate will be met by the University.

28.14 Where an employee who has been retired on medical grounds subsequently returns to work, sick leave credit at the date of the employee's retirement shall be reinstated.

28.14.1 Where an employee who has resigned is subsequently reappointed, the employee shall for the purposes of this clause be regarded as a new appointee provided that the break in service is more than two weeks. Where the break in service is two weeks or less all sick leave credits shall be reinstated.

28.15 The provisions of this clause do not apply to casual employees.

29. Annual Recreation Leave

- 29.1 Accrued leave is the leave that an employee is entitled to from a previous calendar year.
- 29.2 Pro rata leave is the proportion of leave that an employee is entitled to in the current calendar year, to the current date or the date of cessation.
- 29.3 An employee shall be entitled to recreation leave of 150 hours on full pay for each year of service. Entitlements to recreation leave will be credited on a pro-rata basis of 5.77 hours per fortnight. Employees may elect to access their annual entitlement in advance subject to operational requirements. Should employees subsequently resign in the year, they are then required to repay their overdrawn entitlements in accordance with 29.8.2 of this clause. The University may deduct the amount of any such overdrawn entitlements from the employee's final salary payment.
- 29.4 A part-time employee shall be granted annual recreation leave in accordance with this clause, however payment to a part time employee proceeding on annual recreation leave shall be calculated having regard for any variations to the employee's ordinary working hours during the accrual period.
- 29.5 An employee who, during an accrual period, was subject to variations in ordinary working hours or whose ordinary working hours during the accrual period are less than the employee's ordinary working hours at the time of commencement of annual leave, may elect to take a lesser period of annual leave calculated by converting the average ordinary working hours during the accrual period to the equivalent ordinary hours at the time of commencement of annual leave.
- 29.6 The time during which an employee may take annual recreation leave shall, in every case, be such as is approved by the Manager.
- 29.7 Where the convenience of Child Care Services will be served thereby, the entitlement of an employee to annual leave for recreation may be allowed to accumulate:
- 29.7.1 with the written consent of the Manager, for not exceeding three years' entitlement; and
- 29.7.2 in very special circumstances and with the approval of the Vice-Chancellor on the recommendation of the Manager, in excess of three years' entitlement.
- 29.8 If at any time after one month's continuous service an employee resigns or the appointment is terminated through no fault of the employee, one third of one week's pay at the ordinary rate of salary in respect of each completed month of continuous service shall be paid to the employee.
- 29.8.1 Where an employee who has already taken the annual recreation leave entitlement for the year, or part thereof, resigns or is dismissed for any reason, the employee shall refund the value of the unearned portion of such leave calculated on the basis of one third of a week's

pay at the ordinary rate of salary in respect of each completed month for the balance of the year.

- 29.8.2 An employee who resigns or whose appointment is terminated for any reason shall be paid the monetary equivalent of any annual recreation leave entitlement accrued in accordance with subclause 29.3 and standing to the employee's credit at the date of the employee's resignation or termination.
- 29.9 An annual recreation leave loading of an amount determined in accordance with paragraph 29.9.1 of this subclause shall accrue to an employee in respect of each entitlement of annual recreation leave.
- 29.9.1 The amount of the annual recreation leave loading shall be equal to either 17.5% of four weeks' salary or the amount determined by the Australian Bureau of Statistics as the "average weekly earnings per male employed unit" in Australia for the September quarter immediately preceding the date the entitlement to leave became due, whichever is the lesser.
- 29.9.2 Payment of the annual recreation leave loading will be effected with a salary payment in November or December of each year only.
- 29.9.3 Where an employee resigns or the appointment is terminated for reasons other than through no fault of the employee the annual recreation leave loading shall not be paid for any pro rata period of leave.
- 29.9.4 Where the provisions of subclause 29.8.1 of this clause apply and the employee has been paid pro rata annual recreation leave loading in accordance with paragraph 29.9.2 of this subclause the employee shall also refund such pro rata leave loading payment.
- 29.10 Should any holiday occur during the period an employee is on annual recreation leave a day in lieu of each holiday shall be added to the period of annual recreation leave, provided that no day shall be added where any of the prescribed holidays fall on a Saturday or Sunday or are not observed by the University.
- 29.11 The provisions of this clause shall not apply to casual employees.

30. Holidays and Christmas Closedown

- 30.1 Subject to the provisions of subclause 30.2 of this clause the following days shall be observed as holidays. New Year's Day, Australia Day, Labour Day, Good Friday, Easter Monday, Anzac Day, Foundation Day, Sovereign's Birthday, Christmas Day, Boxing Day and such other days as may be declared State public holidays or University holidays. Provided that:
- 30.1.1 whenever Labour Day, Foundation Day or Sovereign's Birthday fall on a day other than a Monday the next following Monday shall be the holiday instead of such day; and

- 30.1.2 such days will normally be taken as part of the Christmas closedown period. Where this is not possible then the days may be taken at some other time agreeable between the University and the employee.
- 30.2 If, in terms of Senate resolutions 273/60 and 139/64, any of the days stated in subclause 30.1 of this clause are not observed as holidays on the appointed day one day's leave in lieu will be granted in each case subject to its normally being taken between the Christmas and New Year holidays or immediately following the New Year holidays. Provided that leave in lieu accrued under this clause can be cleared at an alternative time agreed to by the employee and the employer.
- 30.3 Where an employee has worked less than the required number of open public holidays to qualify for paid leave for the Christmas closedown, the employee shall take either annual leave, accrued time in lieu or leave without pay for the required number of days.

31. Long Service Leave

- 31.1 Subject to the provisions of this clause, an employee who has completed ten years' continuous service at the University is entitled to 13 weeks long service leave on full pay.
- 31.2 For each subsequent period of seven years' continuous service an employee shall be entitled to an additional 13 weeks' long service leave on full pay.
- 31.3 An employee shall take long service leave accrued under subclauses 31.1 and 31.2 at any time within five (5) years of the leave becoming due between such dates as the Vice-Chancellor on the advice of the Manager may direct or approve.
- 31.3.1 Subject to 31.3.3, an employee who has not cleared long service leave within the 5 years as prescribed in 31.3 shall cease to accrue a further entitlement. Accrual of long service leave will resume once the employee has cleared part or all of the accrued entitlement.
- 31.3.2 In some circumstances, operational requirements may not allow an employee to take long service leave within 5 years. In this situation the 5 year period can be extended, subject to the Vice Chancellor's approval to such a time that the employee has cleared their accrued long service leave, notwithstanding 31.3.1 above.
- 31.3.3 If an employee has not been able to access long service leave within 5 years of accrual as per 31.3.1 above, the employee or the University may provide not less than 6 months written notice for taking long service leave.
- 31.4 Upon application by an employee the Vice-Chancellor may approve the taking by the employee
- 31.4.1 of double the period of long service leave entitlement on half pay in lieu of the period of leave entitlement on full pay; or
- 31.4.2 of half the period of long service leave entitlement on double pay, in lieu of the period of long service leave entitlement on full pay; or

- 31.4.3 of any portion of the employee's leave entitlement on full pay or double such period on half pay or half such period on double pay; or
- 31.4.4 of pro rata leave entitlement after seven years in the first qualifying period and each three and a half years of second and subsequent entitlements.
- 31.5 An employee who clears any pro rata long service leave entitlement as provided for at subclause 31.4.4 of this clause shall not be liable to repay any monies representing such leave should the employee subsequently resign prior to the full entitlement accruing.
- 31.6 An employee who, during an accrual period, was subject to variations in ordinary working hours during an accrual period or whose ordinary working hours during the accrual period are less than the employee's ordinary working hours at the time of commencement of long service leave, may elect to take a lesser period of long service leave calculated by converting the average ordinary working hours during the accrual period to the equivalent ordinary hours at the time of commencement of long service leave.
- 31.7 Any holidays occurring during the period in which an employee is on long service leave shall be treated as part of the long service leave and extra days in lieu thereof shall not be granted.
- 31.8.1 A lump sum payment for the monetary equivalent of a long service leave entitlement accrued under this clause and for any pro rata long service leave based on continuous service of a lesser period than that prescribed by this clause for a long service leave entitlement shall be made in the following cases.
- (a) To an employee who retires at or over the age of 55 or who is retired on the grounds of ill health. Provided that no payment shall be made for pro rata leave unless the employee has completed not less than twelve months' continuous service before the date of retirement.
 - (b) To an employee who, not having resigned, is retired for any other causes. Provided that no payment shall be made for pro rata leave unless the employee has completed not less than three years;' continuous service before the date of retirement.
 - (c) To the estate of an employee or such other person as may be proved by the Vice-Chancellor, in the event of a death of an employee. Provided that no payment shall be made for pro rata long service leave unless the employee had completed not less than twelve months' continuous service prior to the date of death.
- 31.8.2 An employee who resigns or whose appointment is terminated for any reason shall be paid the monetary equivalent of any long service leave entitlement accrued in accordance with subclause 31.1 or 31.2 of this clause and standing to the employee's credit at the date of the employee's resignation or termination of appointment.

31.9 A calculation of the amount due for long service leave accrued and for pro rata long service leave shall be made at the rate of salary of an employee at the date of retirement, resignation or death, whichever applied, and no such payment shall exceed the equivalent of twelve months' salary.

31.10 The provisions of this clause shall not apply to casual employees

32. Short, Ceremonial/Cultural, Special Leave

32.1 For the purposes of this clause:

32.1.1 Short leave is primarily for matters of a personal and pressing nature that arise without notice and require immediate attention.

32.1.2 Ceremonial/Cultural leave provides leave for legitimate tribal/ceremonial purposes to meet employees' customs, traditional law and participation in ceremonial activities.

32.2 The Manager may, upon sufficient cause being shown, approve leave of absence not exceeding 15 consecutive hours, but any leave granted under this clause shall not exceed, in total, 30 hours in any one calendar year. This leave may be rostered by the Manager to meet employee and operational requirements.

32.3 The minimum period of leave that can be taken is 1 hour.

32.4 An employee on a fixed term contract of twelve months or more shall be eligible for leave under this clause, and an employee on a fixed term contract of less than twelve months shall be eligible for pro rata short leave under this clause.

32.5 Part-time employees are eligible for leave under this clause on a pro rata basis calculated according to the following formula:

$$\frac{\text{Hours worked per fortnight}}{75} \times 30 \text{ hours} \quad 1$$

32.6 The provisions of this clause shall not apply to casual employees.

33. Bereavement Leave

33.1 An employee shall be entitled to paid bereavement leave for a period not exceeding the number of hours worked by the employee in two ordinary days at the time of death of a member of the employee's immediate family near relative or on other compassionate grounds such as providing support and care to another person whose care is the responsibility of the employee.

Immediate family covers:

33.1.1 a spouse (including a former spouse, a defacto spouse, a former defacto spouse and same sex partner)

33.1.2 a child or an adult child (including an adopted child, a step child or an ex nuptial child), parent, parent in law, foster parent, grandparent, grandchild or sibling of the employee.

- 33.1.3 a relative, who lives with the employee in the same household.
- 33.2 If requested by the University, the employee shall provide reasonable evidence of the death of the family member and the relationship of the deceased to the employee.
- 33.3 Payment of the bereavement leave will only be made where the employee would otherwise have been at work.
- 33.4 The two days for bereavement leave need not be consecutive.
- 33.5 The minimum period of leave that can be taken is 1 hour.
- 33.6 The provisions of this clause shall not apply to casual employees.

34. Leave Without Pay

- 34.1 Subject to the provisions of subclause 34.2, an employee may be granted leave without pay for a period not exceeding twelve months in the first instance. For fixed term employees leave without pay will not be approved for any period that exceeds the term of appointment.
- 34.2 Every application for leave will be considered on its merits and may be granted provided that the following conditions are met.
- 34.2.1 The work of Child Care Services' is not unduly inconvenienced; and
- 34.2.2 All other leave credits of the employee are exhausted, provided that where the leave without pay is for the purpose of:
- (a) providing care and support to a person whose care is the responsibility of the employee, the employee will not normally be required to exhaust other leave credits; or
 - (b) accepting a secondment with another employer, the employee will not normally be required to exhaust other leave credits.
- 34.2.3 The minimum period of leave without pay that may be granted is one day.
- 34.3 Any leave without pay in excess of two weeks shall not for any purpose be regarded as part of the period of service unless the Senate, on the recommendation of the Vice-Chancellor otherwise determines.
- 34.4 The provisions of this clause shall not apply to casual employees.

35. Parental Leave

35.1 Definitions – for the purposes of this clause

- 35.1.1 “Employee” includes full time, part time, ongoing and fixed term contract employees.
- 35.1.2 “Primary Care Giver” is the employee who will assume the principal role for the care and attention of a child/children. The employer may require confirmation of primary care giver status.
- 35.1.3 “Replacement Employee” is an employee specifically engaged to replace an employee proceeding on parental leave.
- 35.1.4 “Partner” means a person who is a spouse, de facto or same sex partner.

35.2 Entitlement to Parental and Partner Leave

- 35.2.1 These Parental leave provisions will come into effect for any staff member who commences parental leave on or at the date of certification of this agreement.

- 35.2.2 An employee is entitled to a period of up to 104 weeks unpaid parental leave in respect of the:
- 35.2.2(a) birth of a child to the employee or the employee's partner; or
 - 35.2.2(b) adoption of a child who is not the natural child or the stepchild of the employee or the employee's partner; is under the age of five (5); and has not lived continuously with the employee for six (6) months or longer.
- 35.2.3 An employee identified as the primary care giver of a child and who has completed twelve months continuous service at the University shall be entitled to 14 weeks paid parental leave from date of certification of this agreement. Paid parental leave will form part of the 104 week entitlement provided in subclause 35.2.2.
- 35.2.4 The staff member and the Head may agree to the 14 weeks paid parental leave being taken as 28 weeks on half pay. All leave accruals and superannuation contributions during the period of paid parental leave at half pay will be on a pro rata basis. Where a member of staff wishes to maintain superannuation contributions at a notional full-time rate, they will be responsible for making the necessary arrangements and for maintaining the notional full-time rate for both the employee's and the employer's contribution.
- 35.2.5 A pregnant employee can commence the period of parental leave any time up to 20 weeks before the expected date of birth. Any other primary care giver can commence the period of paid parental leave from the birth date or for the purposes of adoption from the placement of the child but no later than 14 weeks after the birth or placement of the child.
- 35.2.6 Paid parental leave for primary care purposes for any one birth or adoption shall not exceed 14 weeks. The 14 week paid period must commence not more than 6 weeks before the expected date of birth and conclude not less than 8 weeks after the date of birth. The employee and the Head are to arrange the exact timing and duration of the leave.
- 35.2.7 The paid and unpaid parental leave entitlement up to a maximum of 104 weeks may be shared between partners assuming the role of primary care giver.
- 35.2.8 Parental leave may be taken concurrently by an employee and his or her partner for a maximum of two (2) weeks with the approval of the employer.
- 35.2.9 Where less than the standard parental leave is taken the unused portion of the period of paid or unpaid leave cannot be preserved in any way.
- 35.2.10 An employee may elect to receive pay in advance for the period of paid parental leave at the time the parental leave commences, or

may elect to be paid the entitlement on a fortnightly basis over the period of the paid parental leave.

- 35.2.11 An employee is eligible, without resuming duty, for subsequent periods of parental leave in accordance with the provisions of this clause.

35.3 Partner Leave

- 35.3.1 An employee who is not a primary care giver shall be entitled to a period of paid or unpaid partner leave of up to 2 weeks at the time of the birth or placement of a child/children to his or her partner. Partner leave can be taken as a minimum of 1 day at a time and up to 2 weeks in total. Partner leave is accessible from the date of birth and up to 3 months after the date of birth. To be entitled to paid partner leave the employee must have been employed by the University for 12 months or more at the time of birth. To be entitled to unpaid partner leave the employee must have been employed by the University for up to 12 months at the time of birth.

35.4 Birth of a child

- 35.4.1 An employee shall provide the employer with a medical certificate from a registered medical practitioner naming the employee, or the employee's partner confirming the pregnancy and the estimated date of birth
- 35.4.2 If the pregnancy results in other than a live child or the child dies in the weeks immediately after the birth, the entitlement to paid parental leave remains intact.

35.5 Adoption of a child

- 34.5.1 An employee seeking to adopt a child shall be entitled to two (2) days unpaid leave to attend interviews or examinations required for the adoption procedure. Employees working or residing outside the Perth metropolitan area are entitled to an additional day's unpaid leave. The employee may take any paid leave entitlement in lieu of this leave.
- 35.5.2 If an application for parental leave has been granted for the adoption of a child, which does not eventuate, then the period of paid or unpaid parental leave is terminated. Employees may take any other paid leave entitlement in lieu of the terminated parental leave or return to work.

35.6 Other leave entitlements

- 35.6.1 An employee proceeding on unpaid parental leave may elect to substitute any part of that leave with accrued annual leave or long service leave for the whole or part of the period of unpaid parental leave. The aggregate of leave entitlements shall be no more than 104 weeks.

- 35.6.2 Where all other leave entitlements have been exhausted, an employee may apply for leave without pay following parental leave in accordance with the relevant clause in the agreement. The employer's approval is required for such an extension.
- 35.6.3 An employee on parental leave is not entitled to paid sick leave and other paid absences other than as specified in 35.6.4 and 35.6.5.
- 35.6.4 Should the birth or adoption result in other than the arrival of a living child, the employee shall be entitled to such period of paid sick leave or unpaid leave for a period certified as necessary by a registered medical practitioner. Such paid sick leave cannot be taken concurrently with paid parental leave.
- 35.6.5 Where a pregnant employee not on parental leave suffers illness related to the pregnancy or is required to undergo a pregnancy related medical procedure the employee may take any paid sick leave to which the employee is entitled or unpaid leave for a period as certified necessary by a registered medical practitioner.

35.7 Notice and Variation

- 35.7.1 The employee shall give not less than 10 weeks notice in writing to the employer of the date the employee proposes to commence paid or unpaid parental leave stating the period of leave to be taken.
- 35.7.2 An employee seeking to adopt a child shall not be in breach of subclause 35.7.1 by failing to give the required period of notice if such failure is due to the requirement of the adoption agency to accept earlier or later placement of a child, or other compelling circumstances.
- 35.7.3 An employee proceeding on parental leave or other leave entitlements under this clause is required to give 6 weeks written notice of intention to reduce or extend the period of leave stated in the original application.

35.8 Transfer to a Safe Job

- 35.8.1 Where illness or risks arising out of pregnancy or hazards connected with the work assigned to the pregnant employee make it inadvisable for the employee to continue in her present duties, the duties shall be modified or the employee may be transferred to a safe position at the same classification level until the commencement of parental leave.

35.9 Replacement Employee

- 35.9.1 Prior to engaging a replacement employee the employer shall inform the person of the temporary nature of the employment and the entitlements relating to the return to work of the employee on parental leave.

35.10 Return to Work

- 35.10.1 An employee shall confirm the intention to return to work by notice in writing to the employer not less than 6 weeks prior to the expiration of parental leave. An application to resume duty within six weeks after the day on which the pregnancy terminates must be supported by a certificate from a registered medical practitioner, indicating that the employee is fit to resume duty. The early return to duty is subject to Faculty, School or Section convenience.
- 35.10.2 Where an employer has made a definite decision to introduce major changes that are likely to have a significant effect on the employee's position the employer shall notify the employee while they are on parental leave.
- 35.10.3 An employee on return to work from parental leave will be entitled to the same position or a position equivalent in pay, conditions and status and commensurate with the employee's skill and abilities as the substantive position held immediately prior to proceeding on parental leave. Where the employee was transferred to a safe job the employee is entitled to return to the position occupied immediately prior to transfer.
- 35.10.4 An employee may return on a part time or job-share basis to the substantive position occupied prior to the commencement of leave or to a different position at the same classification level. The duration of return to work on a part-time basis shall be negotiated between the Head and the employee. Return to work on a part-time basis is subject to Faculty, School or Section convenience and will be confirmed in writing by the Head.
- 35.10.5 Subject to the employer's approval an employee who has returned on a part time basis may revert to full time work at the same classification level within two (2) years of the recommencement of work.

35.11 Effect of Parental Leave on the Contract of Employment

- 35.11.1 An employee employed for a fixed term contract shall have the same entitlement to parental leave, however the period of leave granted shall not extend beyond the term of that contract.
- 35.11.2 Paid parental leave will count as qualifying service for all purposes under this agreement. Absence on unpaid parental leave shall not break the continuity of service of employees but shall not be taken into account in calculating the period of service for any purpose under this agreement.
- 35.11.3 An employee on parental leave may terminate employment at any time during the period of leave by written notice in accordance with the agreement.

- 35.11.4 An employer shall not terminate the employment of an employee on the grounds of the employee's application for parental leave or absence on parental leave but otherwise the rights of the employer in respect of termination of employment are not affected.

35.12 Casual work whilst on Parental Leave

- 35.12.1 Employees shall be permitted to undertake:
- 35.12.2 Occasional casual employment incidental to their substantive position with the University whilst on parental leave without pay
- 35.12.3 Part- time employment combined with paid leave to a maximum of 1 full-time equivalent

35.13 Part-time employees

- 35.13.1 Part-time employees shall be entitled to the provisions of this clause in accordance with clause 11 – Fractional Employees of this agreement.

35.14 Casual employees

- 35.14.1 The provisions of this clause shall not apply to casual employees.

36. Time off for Study Purposes

- 36.1 An employee who is enrolled as a part-time student in a course of study leading to a child care or child development qualification consistent with the objectives of Child Care Services will be eligible for time off with pay to attend lectures, tutorial, practicals or laboratory sessions up to a maximum of five hours per week (inclusive of travelling time) during normal working hours. The Manager may approve an application for study leave for a continuous period of up to three weeks which will be offset against the maximum five hours per week, provided that in all cases time off with pay will be subject to:

- 36.1.1 Child Care Services' convenience;
- 36.1.2 the employee undertaking, as far as practicable, an equal formal study load in her/his own time; and
- 36.1.3 the employee making satisfactory progress with her/his studies.

- 36.2 An employee shall be granted time off with pay to sit for examinations conducted during normal working hours in subjects in the approved course of study or with the approval of the Manager for other courses in which the employee is enrolled.

- 36.3 The provisions of this clause shall not apply to casual employees.

37. Jury Service

- 37.1 An employee who is required to serve on a jury shall be granted leave with pay for such period as is necessary to carry out duties as a juror.
- 37.2 An employee is not entitled to receive any jurors' fees, other than for travel.

- 37.3 The provisions of this clause shall not normally apply to casual employees, however applications from casual employees will be considered on a case by case basis.

38. Leave for Defence Force Reserves Training

- 38.1 The University may approve leave of absence to an employee who is a volunteer member of the Defence Force Reserves or the Cadet Force for the purpose of attending a training camp, school, class or course of instruction under the following conditions:

38.1.1 An employee may be granted a period of up to twenty (20) working days, on full pay, in any period of twelve (12) months, commencing on and from January 1 in each year.

38.1.2 If the Commanding Officer of a unit certifies that it is essential for an employee to be at the camp in an advance or rear party, a maximum of four (4) extra days on full pay may be granted in a twelve (12) month period.

- 38.2 Attendance at one special school, class or course of instruction.

38.2.1 In addition to leave granted pursuant at 38.1 of this clause, a period not exceeding 10 working days may be granted in any twelve (12) month period commencing on and from January 1 in each year.

Provided that the University is satisfied that the leave required is for a special purpose and not just another routine camp.

38.2.2 This leave may be taken as leave without pay, at the option of the employee, or granted from annual leave or long service leave due to the employee.

- 38.3 Recruit or Initial Employment Training.

38.3.1 An employee may be granted up to a further ten (10) working days, on full pay, in addition to what is provided for in 38.1 and 38.2 above to undertake a recruit and/or initial employment training course.

- 38.4 Applications for leave of absence pursuant to this clause shall, in all cases, be accompanied by evidence of the necessity for attendance. At the expiration of the leave the employee shall furnish a certificate of attendance to the University. Where paid leave has been granted at the rate of difference between the employee's normal salary and the defence force payment, the employee shall also provide a detailed certificate of the defence force payment received.

- 38.5 When accrued leave is not utilised for attendance at a special school or course the period shall be treated as leave without pay and then adjusted for the pay differential when the certificate of attendance and payment is received.

- 38.6 An employee, who is a member of both the Defence Force Reserve and the Cadet Force may only be granted leave for attendance at one (1) camp of continuous training and one (1) additional special school or course of instruction in the twelve (12) month period.

- 38.7 Any period of leave without pay granted pursuant to this clause shall be recognised as “continuous” or “qualifying” service for the purposes of any of the provisions of this Agreement.
- 38.8 Casual employees are entitled to unpaid leave for the purpose of defence service.
- 38.9 The parties agree to vary this Agreement to the extent necessary to give effect to legislative changes associated with defence forces reserves.

39. Leave for International Sporting Events

- 39.1 The Manager may grant special leave with pay to an employee chosen to represent Australia as a competitor or official at a sporting event that meets the following criteria:
- 39.1.1 it is a recognised international amateur sport of national significance;
or
 - 39.1.2 it is a world or international regional competition; and
 - 39.1.3 no contribution is made by the sporting organisation towards the normal salary of the employee.
- 39.2 The Manager shall be responsible for making enquiries with the Ministry of Sport and Recreation to ascertain whether the application meets the above criteria.
- 39.3 Leave will be granted for the period of the competition plus reasonable travel time and will not normally exceed ten consecutive days.
- 39.4 The provisions of this class shall not apply to casual employees.

40. Leave for Emergency Services

- 40.1 Special leave with pay may be granted by the Manager to an employee who is a volunteer with the State Emergency Service, St John Ambulance Brigade or Bush Fire Brigade and who is absent from duty as a result of attending an emergency, provided that:
- 40.1.1 the employee is not required for the University’s own essential operations and/or emergency services; and
 - 40.1.2 the voluntary organisation requiring the employee’s services certifies that the person is or was required for the specified period.
- 40.2 The provisions of this clause shall not apply to casual employees.

Section 4: Other Provisions**41. Performance of Duties**

The Vice-Chancellor or nominee may direct an employee to carry out such duties as are within the limits of the employee's skills, competence and training consistent with the classification structure contained in this Agreement provided that such duties are not designed to promote de-skilling.

42. Uniforms and Protective Clothing

42.1 Where an employee is required by the University to wear protective clothing the said clothing shall be supplied free of charge.

42.2 An employee issued with protective clothing shall be responsible for the care and maintenance except where infectious and/or hazardous materials are handled.

42.3 The protective clothing supplied shall remain the property of the employer. The loss of such articles due to any cause arising out of neglect or misuse by the employee may be charged against the salary of the employee, provided that no charge shall be made in respect of reasonable wear and tear.

42.4 Protective clothing will be replaced at no expense to the employee when damaged through reasonable wear and tear.

PART D: PERFORMANCE MANAGEMENT**43. Performance Management**

Employees shall be assessed annually in accordance with the University's policy on performance management.

PART E: MANAGING CHANGE

44. Consultation on Organisational Change

44.1 Principle

- 44.1.1 The parties to the agreement recognise that sound management of organisational change is important for the operational performance and the working environment of the University.
- 44.1.2 In line with the spirit of collegiality, consultation shall be held with staff prior to any decision on organisational change. This should occur before any draft proposals for change.
- 44.1.3 When organisational change is proposed, all relevant staff directly affected by the change (including those on paid or unpaid leave) and their Union have a right to be engaged in the consultation process.

44.2 Definition of Organisational Change

- 44.2.1 Organisational change is defined as change that has an impact on the way work is performed with significant effects on University employees. Significant effects can be defined as:
- termination of employment;
 - major changes in the composition, operation or size of the employer's workforce or in the skills required;
 - the elimination or diminution of job opportunities, promotion opportunities or job tenure;
 - the alteration of hours of work; and
 - the need for retraining or transfer of employees to other work or locations and the restructuring of jobs.
- 44.2.2 Provided that where the agreement makes provision for alteration of any of the matters referred to herein, an alteration shall be deemed not to have significant effect.

44.3 Preliminary discussion with employees

- 44.3.1 The parties accept that there will often be informal discussions or consideration of issues, which may, or may not, lead to organisational change prior to the development of a specific change proposal. Such informal discussions or considerations are part of the consultation process.
- 44.3.2 When informal discussions lead to the development of a specific change proposal, such discussions should involve staff likely to be directly affected as soon as practicable. An employee will be considered to be directly affected when the proposed change falls within the definition of organisational change.

44.4 Consultation

- 44.4.1 The intent of a consultation process is to provide staff and/or their Union with a genuine opportunity to influence the decision maker. Consultation does not remove the University's prerogative to

manage, but allows for a better informed decision making process. The University shall engage in formal consultation with the staff potentially affected by the change at the earliest appropriate time after a proposal for change has been initiated.

- 44.4.2 When the University proposes to make any change that is likely to have significant effects on its employees, it will notify the affected staff and their respective Unions about the proposed changes and the timetabling of the formal consultation process.
- 44.4.3 The University will notify the Union when a formal consultation process commences and Union members are entitled to seek advice or assistance from the Union at any stage of the consultation process.
- 44.4.4 Formal consultation shall include but not be limited to:
- (a) circulation of specific written proposals for consideration;
 - (b) provision of opportunity for written responses or alternatives from affected employees and/or their Union;
 - (c) meetings of management, staff and the relevant Union party(ies) to discuss and examine the change proposal and alternatives; and
 - (d) The ongoing provision of information to employees and relevant union parties over the duration of the change process.
- 44.4.5 The University shall give serious consideration to the issues raised by all participants in the consultation process.

44.5 Consultation on Organisational Change Implementation

Where a definite decision is being made to implement organisational change the University will:

- 44.5.1 issue to directly affected employees and the relevant party(ies) documentation setting out the change. The documentation will include, where appropriate, the extent and nature of the change proposal, reasons for making the change, the aim of the change, timeframe for change, and any relevant financial information;
- 44.5.2 consult employees who may be affected, and the relevant party(ies) about the change proposal;
- 44.5.3 meet and confer with employees and the relevant party(ies) concerned and endeavour to reach agreement about the implementation of that change, including means of avoiding or mitigating detrimental outcomes for affected staff.

PART E: EQUITY AND DIVERSITY, HEALTH AND SAFETY**45. Equal Employment Opportunity, Affirmative Action, and Occupational Health and Safety**

Nothing in this Agreement shall undermine the operation of Equal Employment Opportunity, Affirmative Action and Occupational Health and Safety principles and policies adopted by the University and with legislative requirements.

PART G – DISPUTES AND GRIEVANCES

46. Dispute Settling Procedures

- 46.1 It is agreed that every attempt will be made to settle amicably any dispute or grievance arising from the application of this Agreement. Direct negotiation and consultation between the parties will take place in accordance with the following procedure.
- 46.1.1 A dispute or grievance should in the first instance be addressed by the employee and the member of staff to whom the employee is responsible.
- 46.1.2 If the employee is not satisfied with the outcome of that action the employee may confer with the Manager. If still not satisfied the employee may be referred to or discuss with the Director of Student Services.
- 46.1.3 The Director of Student Services shall consider the matter as soon as possible and inform the employee within two working days either of the decision or of the action proposed.
- 46.2 Where any dispute or grievance is not resolved at the local level it should be referred to a meeting of representatives of the union and the University.
- 46.3 While these procedures are taking place, existing working arrangements shall continue. To allow for the peaceful resolution of grievances the parties shall be committed to avoid work stoppages, lock-out or any other bans or limitations on work while negotiation and conciliation are being followed. It is recognised that all parties concerned are entitled to fair treatment in relation to the procedures.
- 46.4 Should the dispute not be resolved by the processes referred to in subclauses 46.1 and 46.2 the matter may be referred to the Australian Industrial Relations Commission for conciliation and/or arbitration.
- 46.5 Where the Commission determines that it does not have jurisdiction to arbitrate on a matter, nothing in this clause prevents the parties from agreeing to be bound by any recommendation during conciliation to resolve the matter.
- 46.6 It is acknowledged that if the dispute relates to an alleged ambiguity or uncertainty in this Agreement any party may at any time apply for variation of the Agreement to eliminate the alleged uncertainty or ambiguity or the Commission may act of its own motion to take steps to vary the Agreement.
- 46.7 The provisions of this clause shall not preclude an employee from discussing any grievance with a union representative.

PART H – UNION RELATED MATTERS

47. Accredited Representatives of the Union

Accredited representatives shall, upon notification to the Vice-Chancellor or nominee, be recognised as accredited representatives of the union and shall be allowed reasonable time during working hours to interview management representatives on matters affecting the employees whom they represent.

48. Right of Entry

Upon giving notice to the University, union officials or duly accredited representatives of the Unions party to this Agreement shall have the right to enter the University's premises during working hours, including meal breaks. Such entry shall be for the purpose of discussing with employees covered by this Agreement the matters relating to their employment conditions or for the purpose of investigating complaints concerning the application of this Agreement. Provided that the Union official or duly accredited representative shall in no way unduly interfere with the work of the employee/s.

49. Trade Union Training Leave

49.1 Subject to the provisions of this clause:

49.1.1 The University shall grant paid leave of absence to employees who are nominated by their union to attend accredited short courses conducted by the Union.

49.1.2 Paid leave of absence shall also be granted to attend similar courses or seminars as from time to time approved by agreement between the parties.

49.2 An employee shall be granted up to a maximum of 37.5 hours' paid leave per calendar year for trade union training or similar courses or seminars as approved. However, leave of absence in excess of 37.5 and up to 75 hours may be granted in any one calendar year provided that the total leave being granted in that year and in the subsequent year does not exceed 75 hours.

49.3 The granting of leave under subclause 49.1 is subject to the operation of Child Care Services not being unduly affected or inconvenienced.

49.4 The provisions of this clause shall not apply to casual employees.

50. Leave to Attend Union Business

50. 1 Paid leave during ordinary working hours will be granted to an employee:

50.1.1 who is required to give evidence before any industrial tribunal;

50.1.2 who as a union-nominated representative of employees is required to attend negotiations and/or conferences between the Union and the University;

- 50.1.3 when prior agreement has been reached between the Union and the University for the employee to attend official union meetings prior to negotiations or industrial hearings;
 - 50.1.4 who as a union-nominated representative of employees is required to attend joint union/management consultative committees or working parties.
- 50.2 Leave under this subclause shall only be approved:
- 50.2.1 where a leave application has been submitted by an employee a reasonable time in advance;
 - 50.2.2 for the minimum period necessary to enable the Union business to be conducted or evidence to be given;
 - 50.2.3 for those employees whose attendance is essential;
 - 50.2.4 when the operation of Child Care Services is not being unduly affected or inconvenienced.
- 50.3 Leave will be granted at the ordinary rate of pay.
- 50.3.1 The University shall not be liable for any expenses associated with an employee attending to union business.
 - 50.3.2 Leave granted under this clause shall include any necessary travelling time in normal working hours.
- 50.4 Nothing in this clause shall diminish existing arrangements for granting of paid leave for union business.
- 50.4.1 An employee shall not be entitled to paid leave to attend union business other than as prescribed by this clause.
 - 50.4.2 Special arrangements may be made which provide for unpaid leave for employees to conduct union business.
- 50.5 The provisions of this clause shall not apply when an employee is absent from work without the approval of the Manager.

Signatories

Signed for and on behalf of
The University of Western Australia Vice-Chancellor

In the presence of

Date: March 2005

Signed for and on behalf of
The Liquor, Hospitality and Miscellaneous Union

In the presence of

Date: March 2005

SCHEDULE A – CLASSIFICATION AND SALARY STRUCTURE

The rates set out in column B of Schedule A provide a 2% salary increase which was applied from September 2004.

The rates set out in column C of Schedule A provide a 5% salary increase which shall apply from the commencement of the first pay period in March 2005.

The rates set out in column D of Schedule A provide for a 5% salary increase which shall apply from the commencement of the first pay period in March 2006.

The rates set out in column E of Schedule A provide for a 5% salary increase which shall apply from the commencement of the first pay period in March 2007.

A	B	C	D	E
Director	\$	\$	\$	\$
Step 1	37,554	39,431	41,403	43,473
Step 2	39,126	41,083	43,137	45,294
Step 3	40,397	42,416	44,537	46,764
Step 4	41,998	44,098	46,303	48,618
Step 5	43,848	46,040	48,342	50,759
Step 6	45,412	47,683	50,067	52,571
Step 7	46,321	48,637	51,069	53,622
Step 8	48,675	51,109	53,664	56,347
Step 9	50,417	52,938	55,585	58,364
 Assistant Director				
Grade 1				
Step 1	35,498	37,273	39,136	41,093
Step 2	35,807	37,597	39,477	41,451
Step 3	36,346	38,164	40,072	42,075
 Grade 2				
Step 1	35,807	37,597	39,477	41,451
Step 2	36,346	38,164	40,072	42,075
Step 3	36,768	38,606	40,537	42,563
 Grade 3				
Step 1	36,346	38,164	40,072	42,075
Step 2	36,768	38,606	40,537	42,563
Step 3	37,554	39,431	41,403	43,473
 Qualified Child Care Giver				
Step IA	31,740	33,327	34,993	36,743
Step IB	32,752	34,389	36,109	37,914
Step 2	33,448	35,120	36,876	38,720

Step 3	34,245	35,958	37,755	39,643
Step 4	35,060	36,813	38,653	40,586

Child Care Giver**Level 1**

Step 1	27,391	28,761	30,199	31,709
Step 2	27,920	29,316	30,782	32,321
Step 3	28,454	29,876	31,370	32,939
Step 4	28,987	30,436	31,958	33,556

E Worker	29,752	31,240	32,802	34,442
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Playleader Supervisor**Level 1 (Uncertified worker)**

Step 1	31,689	33,274	34,937	36,684
Step 2	32,307	33,922	35,619	37,399
Step 3	32,965	34,613	36,344	38,161

Level 2 (Completed Stage 1)

Step 1	32,965	34,613	36,344	38,161
Step 2	33,492	35,167	36,925	38,772

Level 3 (Completed Stage 2)

Step 1	33,492	35,167	36,925	38,772
Step 2	34,133	35,840	37,632	39,513

Level 4 (Completed Stage 3)

Step 1	34,133	35,840	37,632	39,513
Step 2	34,733	36,511	38,337	40,254

Level 5 (Completed Course or Equivalent)

Step 1	35,414	37,184	39,043	40,996
Step 2	36,290	38,104	40,009	42,010
Step 3	37,082	38,936	40,883	42,927
Step 4	37,554	39,431	41,403	43,473

Playleader**Level 1 (Uncertified worker)**

Step 1	27,391	28,761	30,199	31,709
Step 2	27,920	29,316	30,782	32,321
Step 3	28,454	29,876	31,370	32,939

Level 2 (Completed Stage 1)

Step 1	28,454	29,876	31,370	32,939
Step 2	28,987	30,436	31,958	33,556

Level 3 (Completed Stage 2)

Step 1	28,987	30,436	31,958	33,556
Step 2	29,521	30,997	32,547	34,174

Level 4 (Completed Stage 3)

Step 1	29,521	30,997	32,547	34,174
Step 2	30,054	31,557	33,135	34,792

Level 5 (Completed Course or Equivalent)

Step 1	30,701	32,236	33,847	35,540
Step 2	31,431	33,002	34,653	36,385
Step 3	32,090	33,695	35,380	37,149
Step 4	32,752	34,389	36,109	37,914

Child Care Support Employee**Grade 1 – Cleaner**

Step 1	27,391	28,761	30,199	31,709
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Grade 1 – Kitchen Hand

Step 1	27,768	29,157	30,615	32,145
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Grade 2

Step 1	28,004	29,404	30,874	32,418
Step 2	28,470	29,894	31,388	32,958

SCHEDULE B
CLASSIFICATION DEFINITIONS AND SKILL DESCRIPTORS

(1) Child Care Support Employee

(a) Grade One

Definition :

An untrained ancillary employee employed to clean or work as a kitchen hand.

Skill Descriptors :

Such an employee is -

- Responsible for the quality of the employee's own work subject to direct supervision;
- Works under direct supervision either individually or in a team environment;
- Exercises discretion within the level of the employee's skills in the performance of tasks.

(b) Grade Two

Definition:

An untrained ancillary employee who is employed to undertake cooking or gardening duties.

Skill Descriptors:

Such an employee -

- Works under routine supervision either individually or in a team environment;
- Is responsible for assuring the quality of the employee's own work subject to routine supervision;
- Is required to exercise discretion during the course of their own work.

(2) Child Care Giver

(a) Definition

An employee at this level shall be a child care giver working under routine supervision, engaged to assist in the supervision and care of children and generally to assist in the functioning of the centre.

(b) Step I

- An employee with no prior industry experience.
- Is able to perform routine duties requiring the exercise of knowledge and skills at a primary level.

Responsibilities of an employee at this step may include the following:

- Maintain a clean, hygienic environment;
- Maintain and attend to personal hygiene of children;
- Maintain and attend to own personal hygiene;
- Attend to nutritional needs of children;
- Respond to child's apparent ill-health;
- Respond to accident, emergency or threat;
- Implement routines which enhance well being;
- Interact positively and appropriately with children;
- Participate in the planning and preparation of programmes;

- Assist to prepare an environment based on programme requirements;
- Assist in the implementation of programmes;
- Contribute to team approach;
- Seek to further professional development;
- Liaise effectively with parents;
- Uphold the Centre's philosophy;
- Participate in appropriate administrative processes;
- Contribute to maintenance and care of buildings and equipment;
- Implement Centre policies and procedures.

(c) **Step II**

- An employee at this step shall be competent to perform work above and beyond the level of skill of an employee at Step I.

(d) **Step III**

- An employee at this step shall be competent to perform work above and beyond the level of skill of an employee at Step II.

(e) **Step IV**

- An employee at this step shall be competent to work over and above the level of skill of an employee at Step III. Additional duties may include the following :
 - Assist in the facilitation of programmes suited to the needs of individual children and groups;
 - Provide input to trained staff by observation of individual children and groups;
 - Work under direction with individual children with special needs.

(3) **E Worker**

(a) **Definition**

An employee who has been assessed by the manager and:

- Is able to display various methods and techniques of child management;
- Is able to direct other staff members and students when exercising responsibility in an allocated area;
- Possesses observational skills in excess of a child care giver; and
- Participates in a team approach to the delivery of care.

(4) **Qualified Care Giver**

(a) **Definition**

An employee at this level shall be an employee who holds the qualification of Associate Diploma Social Science (Child Care) or an approved equivalent qualification which is recognised and approved by the Child Care Services Board authorising the employee to be in charge of children 0-6 years and who are so appointed. It shall also include persons employed as supplementary service grants (SUPS) employees and persons who do not hold approved qualifications but who have obtained an exemption from the Child Care Services Board to work at this level and who are so appointed.

(b) **Step IA and IB**

- Responsibilities of an employee at this step may include the following :
 - Ensure the Centre or Service's policies are adhered to;
 - Ensure the maintenance of a safe working environment;
 - Liaise with parents in consultation with the Director;
 - Display various methods and techniques of child management;

- Direct other staff members as required;
- Participate in a team approach to the delivery of care;
- Possess observational skills in excess of a Child Care Giver;
- In consultation with the Director and Senior Staff develop, implement and monitor a developmental programme;
- Develop, implement and maintain daily routines;
- Work under direction with individual children with special needs.

(c) Step II

- An employee at this step shall be competent to perform work above and beyond the level of skill of an employee at Step I.
- In addition to the responsibilities of an employee at Step I, responsibilities may also include the following :
 - Provide advice to Child Care Givers on reasons for the developmental programme;
 - Guide untrained staff in methods and techniques of child management;
 - In conjunction with the Director and Senior Staff, review developmental programmes;
 - Assist the Director with the assessment of students on placement;
 - Where appointed, work as the person in charge of a group of children in the age range 0-6 years;
 - Possess observational skills in excess of an experienced Child Care Giver and the ability to programme for a child's development based on these observations.

(d) Step III

- An employee at this step shall be competent to perform work above and beyond the level of skill of an employee at Step II.
- In addition to the responsibilities of Step II, responsibilities may also include the following :
 - Advise the Director of changes perceived as necessary to developmental programmes;
 - Participate in a team approach to delivery of the programme and advise untrained care givers and junior trained care givers on reasons for the programme;
 - Possess the ability to formulate and implement a child's special needs programme.

(e) Step IV

- An employee at this step shall be competent to perform work above and beyond the level of an employee at Step III.
- In addition to the responsibilities at Step III, responsibilities may also include the following :
 - Liaise with parents;
 - Initiate changes to the children's programmes including special needs programmes;
 - Develop, implement, evaluate and maintain daily routines independently;
 - Provide advice to Director on Centre's needs.

(5) Assistant Director

(a) Description

An Assistant Director with qualifications and experience as Qualified Child Care Giver who assists the Director with the administration of the Centre and is appointed as such.

(b) Skill Descriptor

An employee at this level shall be expected to perform skills above and beyond those as Qualified Child Care Giver. That person:

- Performs work under limited supervision either individually or in a team environment;
- Provides guidance and assistance as part of a work team;
- Assists in the provision of on-the-job training to other employees;
- Exercises broad discretion;

(c) An Assistant Director shall be appointed:

(i) Assistant Director Grade One -

A person responsible for the co-ordination of programming within the Centre, or

(ii) Assistant Director Grade Two -

A person who undertakes, in addition to Grade One responsibilities, administrative and supervisory functions, or

(iii) Assistant Director Grade Three -

A person whose tasks are predominantly non-contact or a person whose Director has responsibilities for more than one Centre.

(6) Director

(a) Definition

A Director shall be a person who meets the minimum requirements for a Co-ordinator in accordance with the Community Services (Child Care) Regulations 1988 and who undertakes the duties and responsibilities outlined in paragraph (b) of this clause.

(b) A person appointed as a Director shall be graded as follows :

(i) Director Grade One -

A person appointed with overall responsibility for programming who is not directly responsible for the effective supervision of the child care service or is subject to supervision in the day to day operation of the centre; or

(ii) Director Grade Two -

A person who, in addition to the duties and responsibilities of a Director Grade One, may be required to undertake a basic role in financial control on a day to day basis, e.g. administering fee relief; or

(iii) Director Grade Three -

A person who, in addition to the duties and responsibilities of a Director Grade Two, may be required to, in part or in whole :

- Prepare annual budgets;
- Provide reports and policy proposals to Committees of Management;
- Exercise discretion within the budget in operating the service on a day to day basis.

(c) Responsibilities of a Director may include the following :

- Be responsible for the administration and supervision of the service;
- Ensure that a consistently high quality of child care is maintained through the planning, organisation and implementation of a programme that will adequately meet the intellectual, physical, emotional and social needs of children;
- Supervise and appraise staff;
- Select and train staff as required;

- Develop and promote the aims and policies of the service, in conjunction with the service sponsors/management committees/proprietors;
- Maintain personnel records and be responsible for the application of relevant industrial awards and legislation;
- Keep accounts and handle clerical matters, as required;
- Assist the service sponsors/proprietor with financial management, budgeting and planning, as required;
- Ensure that the service adheres to all relevant regulation and meets all accountability requirements;
- Provide reports to the management committee/sponsor/proprietor, as required;
- Provide parents with information relating to the service's operations;
- Ensure that adequate enrolment procedures are established;
- Provide opportunities for staff development;
- Liaise with other associated organisations, agencies and Government departments;
- Co-ordinate and supervise the placement of students within the service.

CLASSIFICATION DEFINITIONS AND SKILL DESCRIPTORS

(1) Playleader

(a) **Definition**

An employee at this level shall be a Playleader working under routine supervision, engaged to assist in the supervision and care of children and generally assist in the functioning of the Centre.

(b) **Skill Descriptor**

An employee at this level shall be expected to have the following skills :

- (i) the ability to carry out day to day administrative tasks;
- (ii) the knowledge and ability to contribute to the development and implementation of appropriate programmes accommodating cultural, gender and special needs requirements within before school, after school and vacation care settings;
- (iii) to assist in conducting and facilitating a range of leisure and recreational activities.

(c) **Responsibilities of a Playleader**

Responsibilities of a Playleader may include, but not be limited to, the following :

- mark and check daily attendance rolls, issue receipts as required;
- notate and monitor signing in and out registers;
- write accident reports where necessary;
- contribute to newsletters and notices as required;
- maintain hours records as required;
- assist with the calculation, recording and collection of fee payments as required;
- assist with banking and administer petty cash as required;
- assist with maintaining effective children's records;
- have some knowledge of legal issues and referral resources;
- contribute in a team setting to the development of effective programmes which enhance the developmental stages, needs, interests and abilities of children in an out of school care setting;
- be aware of culture, gender and special needs requirements of children in programming;
- be aware of and assist with the implementation and effective use of materials, equipment and the environment;
- assist in ensuring safety requirements are met;
- assist in implementing appropriate ratios in the planning and delivery of programmes;
- be aware of resource constraints within the service;
- encourage positive behaviour, interacting positively;
- apply appropriate rules and limits;
- ensure routines are appropriate and accord with centre policy;
- provide both positive and negative feedback to parents;
- in conjunction with Supervisor, provide effective communication with parents and the community generally;
- participate as an effective team member;
- assist in the fostering and provision of an appropriate and safe environment for children, promoting good health and hygiene practices;
- assist in ensuring appropriate activities and outings are included in programmes.

(2) **Supervisor Playleader**

(a) **Definition**

An employee at this level shall be an employee working in contact with children, responsible for the effective supervision of the Centre and who is appointed as such.

(b) **Skill Descriptors**

In addition to the skills of a Playleader, an employee at this level shall demonstrate the following skills :

- (i) an ability to maintain all administrative services in and out of school and vacation care setting;
- (ii) the knowledge and ability to oversee programming and ensure programmes accord with the centre policy;
- (iii) the ability to co-ordinate a range of recreational and leisure activities;
- (iv) the ability to effectively supervise Playleaders.

(c) **Responsibilities of a Supervisor**

The responsibilities of a Supervisor shall include, but not be limited to, the following:

- the responsibilities of a Playleader;
- the order and purchase of materials and equipment;
- responding to correspondence as required;
- assisting in the maintenance of appropriate personnel files;
- in conjunction with the employer, to develop and implement policy and procedures on health and safety, hygiene, administering of medication and maintenance of records;
- in conjunction with the employer/co-ordinator, encourage parent involvement and ensure parents are aware of the philosophy and policies of the service;
- assist the management body to prepare advertising and publicity material;
- prepare and maintain staff rosters;
- pay accounts and administer payroll as required;
- provide ongoing support and supervision of staff and identify staff training needs;
- induct new staff and provide on the job training;
- supervise and support volunteers and work experience students in the centre;
- assist the management committee in staff selection as required;
- assist in the development of an effective staff team;
- evaluate programme and routines and modify accordingly;
- apply knowledge of child development and designing programmes;
- plan appropriate programmes for before and after school and vacation care;
- develop and implement programme goals in accordance with service philosophy;
- develop and implement appropriate routines;
- evaluate programme and routines and modify accordingly.

(3) **Co-ordinator**

(a) **Definition**

- (i) Co-ordinator Level One : shall be an employee who has overall responsibility for more than one out of school hours centre and who is appointed as such.
- (ii) Co-ordinator Level Two : shall be an employee who has overall responsibility for a full time out of school hours service and who is appointed as such.

(b) Responsibilities of the Co-ordinator

In addition to the role of the supervisor, responsibilities of a Co-ordinator Level One or Level Two may include the following :

- be responsible for the administration of out of school care and/or vacation care programme(s);
- select, train and appraise staff as required;
- in conjunction with the management body, develop, implement and promote the aims and policies of the service;
- maintain personnel records and be responsible for the application of relevant industrial awards and legislation;
- keep accounts and handle clerical matters as required;
- ensure the service meets all accountability requirements;
- liaise with associated organisations, agencies and government departments as required;
- assist in the preparation of funding submissions in conjunction with the management body;
- assist in the preparation and monitoring of the budget in conjunction with the management body.

SCHEDULE C

Employees Eligible For A Supported Wage - Category 3

1. This clause defines the conditions that will apply to employees who, because of the effects of a disability, are eligible for a supported wage under the terms of this Agreement. For the purpose of this clause:
 - (1) ‘Supported Wage System’ shall mean the Commonwealth Government system to promote employment for people who cannot work at full award wages because of a disability, as documented in “[Supported Wage System: Guidelines and Assessment Process]”.
 - (2) ‘Accredited Assessor’ shall mean 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.
 - (3) ‘Disability Support Pension’ shall mean the Commonwealth pension scheme to provide income security for persons with a disability as provided under the Social Security Act 1991, as amended from time to time, or any successor to that scheme.
 - (4) ‘Assessment instrument’ shall mean the form 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.

1.1 Eligibility Criteria

Employees covered by this clause 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.

(The clause does not apply to any existing employee who has a claim against the employer that 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 current employment.)

1.2 Supported Wage Rates

Employee to whom this clause applies shall be paid the applicable percentage of the minimum rate of pay prescribed by this Agreement for the class of work which the person is performing according to the following schedule:

Assessed Capacity (clause 1.3)	% of prescribed award rate
10%	10%
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

(Provided that the minimum amount payable shall not be less than \$61 per week.)

Where a person's assessed capacity is 10%, they shall receive a high degree of assistance and support.

1.3 Assessment of Capacity

For the purpose of establishing the percentage of the award rate to be paid to an employee under this Agreement, the productive capacity of the employee will be assessed in accordance with the Supported Wage System and documented in an assessment instrument by either:

- (1) the employee and the relevant Union party to the Agreement in consultation with the employee or, if desired, by any of these;
- (2) the employer and an accredited Assessor from a panel agreed by the parties to the Agreement and the employee.

1.4 Lodgement of Assessment Instrument

- (1) All assessment instruments under the conditions of this clause, including the appropriate percentage of the award wage to be paid to the employee, shall be lodged by the employer with the Registrar of the Industrial Relations Commission.
- (2) All assessment instruments shall be agreed and signed by the parties to the assessment, provided that where a Union which is party to the Agreement is not a party to the assessment, it shall be referred by the Registrar to the Union by certified mail and shall take effect unless an objection is notified to the Registrar within 10 working days.

1.5 Review of Assessment

The assessment of the applicable percentage should be subject to annual review or earlier on the basis of a reasonable request for such a review. The process of review shall be in accordance with the procedures for assessing capacity under the Supported Wage System.

1.6 Other Terms and Conditions of Employment

Where an assessment has been made, the applicable percentage shall apply to the wage rate only. Employees covered by the provisions of the clause will be entitled to the same terms and conditions of employment as all other workers covered by this Agreement paid on a pro rata basis.

1.7 Workplace Adjustment

An employer wishing to employ a person under the provision of this clause shall take reasonable steps 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 workers in the area.

1.8 Trial Period

- (1) In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of this clause for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding 4 weeks) may be needed.

- (2) During that trial period the assessment of capacity shall be undertaken and the proposed wage rate for a continuing employment relationship shall be determined.
- (3) The minimum amount payable to the employee during the trial period shall be no less than \$61 per week. This amount to be updated annually based on advice from the Commonwealth Government.
- (4) Work trials should include induction or training as appropriate to the job being trialed.
- (5) Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment shall be entered into based on the outcome of assessment under clause 1.3.

SCHEDULE D

Payment of Hire for Use of an Employee's Own Vehicle

	Engine Displacement (in cubic centimetres)		
Region	Over 2600 cc Cents per km	Over 1600 cc - 2600 cc Cents per km	1600 cc and under Cents per km
	Rate per kilometre		
Metropolitan area			
First 4000 kilometres	149.7	126.6	102.2

Variation of Agreement

The parties are agreed that subject to the operation of S170MD of the Workplace Relations Act 1996, this Agreement can be varied during its term to give effect to all or any agreements reached on matters referred to in this schedule.

SCHEDULE E

Redeployment, Redundancy and Retrenchment

1. PRINCIPLES

That the redeployment, redundancy and retrenchment provisions herein shall be implemented to produce outcomes for the parties which are consistent with the following:

- (1) Employees are actively encouraged to participate in the restructuring of the University to improve productive performance and maximise its potential and actual growth in levels of service and achievement of its goals.
- (2) Retraining and/or reskilling will be provided where necessary to employees placed on the redeployment list with the aim of enhancing the employees' skills in order to match those skills required by the University.
- (3) Employees placed on the redeployment list who do not wish to accept redeployment will have, at their own discretion, the opportunity to terminate their services in accordance with these provisions.
- (4) The employee is informed of the options available.
- (5) Decisions take into account the preferences of employees placed on the redeployment list.
- (6) Employees' employment status is not altered as a result of becoming a redeployee.
- (7) Decisions and processes embody the principles of natural justice, are documented and are capable of review.
- (8) The redeployment of an employee should not be a process for the management of performance issues.
- (9) Appropriate confidentiality is maintained.

2. APPLICATION

The provisions of this clause apply to employees of the University who hold ongoing appointments.

3. DEFINITIONS

3.1 “On going appointment” means an engagement which requires the appointee to work full time or part time on a continuing basis until the employee -

- (1) retires at or over the age of 55 or is retired by the University on the grounds of ill health or for any other cause;
- (2) resigns;
- (3) is dismissed; or
- (4) is retrenched.

3.2 “Retrenchment” or “Redundancy” means a situation where a job performed by an employee ceases to exist or becomes surplus to requirements as a result of:

- (1) financial and staffing constraints leading to the rearrangement of functions or classifications;
- (2) a decision by the University to discontinue or curtail a particular service or activity;
- (3) reduced demand or other workload factors;
- (4) technological change and development;
- (5) statutory change.

3.3 “Redeployment” means a situation where the position occupied by the employee is identified as redundant and the University determines that the employee can be transferred to suitable alternative employment elsewhere in the University.

3.4 “Suitable alternative employment” shall be defined as that which provides the employee with a position which -

- (1) does not alter the employee’s ongoing status;
- (2) has a wage or salary as close as possible (but not less) to that of the employee’s existing position provided that in accordance with the provisions of subclause 9 of this clause the employee may agree to accept a lesser wage or salary if redeployed to a lower classified position;
- (3) has regard to
 - (a) the relevance of the duties and responsibilities and selection criteria of the position, to the qualifications, experience and competence of the employee; and
 - (b) the ordinary hours of duty being in general no less than those worked by the employee in their original position.
- (4) the employee is capable of being trained to perform the full range of duties of the position within a reasonable time period.

3.5 “Redeployment List” means a list of staff occupying positions identified as being excess to the University’s requirement.

3.6 “Work area” will normally refer to a department or administrative section within the University.

4. REDUCTION OF POSITION FRACTION

Where a full time position becomes part time because the requirements of the job have decreased and the occupant of the position is made part time as a result of the decreased requirements the following shall apply:

- (1) the employee may request redeployment to a full time position or full time status;
- (2) where the employee has requested redeployment the University shall attempt to find suitable alternative employment in accordance with these provisions;
- (3) the employee has no entitlement to receive and the University may not make any pro rata severance payments as a result of an employee converting to part time employment.

5. REDUNDANCY

- (1) No employee shall be entitled to receive a promotion as a consequence of being declared redundant.
- (2) Where potential redundancy situations arise the University shall provide written advice to the employee/s and to the relevant Union. Such advice shall detail the reasons for the potential redundancy or redundancies.
- (3) An employee who has been notified that their position is redundant shall be given a minimum period of four weeks to notify the University, in writing, whether or not they wish to be considered for redeployment.

6. REDEPLOYMENT

- (1) Where an employee elects to be considered for redeployment in accordance with subclause 5, the University shall attempt to find suitable alternative employment for a period of up to six months from the date that the employee was notified that the position they occupy is surplus to the University's requirements.
- (2) The suitability of alternative employment or training shall be determined after consultation with the employer and employee in accordance with subclause (1) of this clause and having regard for the particular circumstances of each employee.
- (3) Human Resources shall be responsible for identifying all vacancies which may be suitable for redeployees.
- (4) Once such positions have been identified every endeavour will be made to facilitate the initial trial placement of the redeployee to the position. This will include a requirement that the redeployee be interviewed by the Head of Department and the relevant departmental staff prior to the advertisement of the vacant position.
- (5) As a result of the interview process should it be determined that the redeployee is not able to demonstrate that he/she meets the essential criteria for the position the Head of Department shall provide written reasons detailing why the redeployee is not suitable. This information is to be forwarded to the Director Human Resources through the Executive Dean.
- (6) The Director Human Resources is responsible for reviewing the report submitted and providing clearance for the vacant position to be advertised.
- (7) The Director of Human Resources may direct that a redeployee be placed in a position for which they are suitable.
- (8) During the redeployment period the employee may be directed by the University to clear all accrued and banked flexi leave and accrued time off in lieu.

7. ELECTION

- (1) While on redeployment, an employee may elect to leave the services of the employer.
- (2) Where an employee does elect to leave the services of the employer, and provided that there is at least four weeks remaining of the maximum six month redeployment period the employee will receive four weeks pay in lieu of notice.
- (3) An employee who does not elect to be redeployed will be given eight weeks notice of the date on which he or she will be retrenched, or will be given payment in lieu of all or part of this notice.
- (4) An employee who elects to leave the service of an employer shall be paid the severance and other payments prescribed by subclause (12) of this clause.

8. TERMINATION

- (1) An employee who elects to be redeployed under this clause may be terminated by the University by the giving of four weeks' notice or payment in lieu of all or part of this notice, on the grounds that successful redeployment is no longer considered possible. Provided that notice under this provision shall not be given until a period of four months has elapsed since the employee was notified, in accordance with the provisions of subclause 6(1), that the position they occupy is surplus to requirements.

An employee whose services are terminated by the employer shall be paid the severance and other payments prescribed by subclause (12) of this clause.

9. TRIAL PERIOD IN ALTERNATIVE EMPLOYMENT

- (1) An employee shall be granted a trial period of up to six (6) months in any alternative employment during or at the completion of which the employee may elect to resign if that employment is not suitable, in which case the employee shall receive the entitlements provided by subclause (12) of this clause.

10. LEAVE AND ASSISTANCE TO SEEK ALTERNATIVE EMPLOYMENT

- (1) The employer shall facilitate redeployment by granting employees to be redeployed reasonable leave to attend interviews and career counselling without loss of pay.
- (2) By agreement between the employer and employee, leave without pay may be approved where it is sought by a redeployee as a means of exploring career options outside the University labour market.

This period of leave without pay will not count as service for any reason. However, the employee's service shall be deemed continuous and the employee retains the right to accept an offer of severance in accordance with subclause (12) prior to the completion of the period of leave without pay.

- (3) The employer shall provide assistance in the preparation of a resume and applications for employment.

11. INCOME MAINTENANCE

- (1) Redeployment to a position which is classified at a lower level than the position previously occupied may only occur if the employee agrees to accept redeployment to such a position.
- (2) An employee who is redeployed to a position which is classified at a lower level than her or his previous classification level shall receive salary maintenance at her or his previous rate of pay for the position into which she or he has been redeployed for a period of 12 months.
- (3) Following this period the employee will be paid at the rate of pay for the position into which she or he has been redeployed.
- (4) For the purpose of subclause (ii) of this clause and paragraph (a) of this subclause the total remuneration shall include allowances which represent:
 - (a) a relieving allowance that has been paid continuously for 12 months;
 - (b) an allowance which is paid on a regular basis and would continue to be paid during periods of annual leave and includes special allowances granted through salary progression.

12. SEVERANCE

- (1) Each employee whose position has been identified as being surplus to the University's requirements and who cannot be found suitable alternative employment and who elects to resign in accordance with subclause 5 or whose employment is terminated in accordance with subclause 6 shall be entitled to the benefits of this clause.
- (2) Severance Pay

Each employee referred to in subclause (1) of this clause shall receive the following severance payment from the employer.

- (a) Three weeks pay for each completed year of service for the first ten years and two weeks pay for each completed year of service for subsequent years to a maximum of 104 weeks.

Where an employee has had periods of part time and full time employment their payment will be based on an average of the years worked full-time and the years worked part-time over their whole period of employment.

- (b) 4 weeks' pay at their substantive rate in lieu of notice, provided that in accordance with subclause 7(3) of this Schedule, an employee who does not elect to be redeployed shall receive eight weeks' pay in lieu of notice.
- (c) Accrued annual leave entitlements.
- (d) Accrued annual leave loading.
- (e) Accrued long Service Leave entitlement
- (f) Pro rata annual leave calculated in accordance with the relevant Award or Industrial Agreement.
- (g) Pro rata long service leave.

- (h) All accumulated or bank flexitime that can not be cleared.

13. SUBSTITUTED REDEPLOYEE

- (1) Where an employee whose position is identified as surplus to requirements is able to carry out the duties and responsibilities of a equivalent position which has not been identified as surplus, the occupant of the equivalent position may with the approval of the employer elect to resign in place of the employee whose position has been identified as surplus to requirements. Where approval is given for this to occur the severance pay entitlements contained at subclause 12 of this clause will apply to the employee who has elected to resign.

14. EMPLOYEES TO WHOM THESE PROVISIONS DO NOT APPLY

- (1) Employee retired on grounds of ill health.
- (2) Employees whose employment is terminated as a consequence of poor performance or misconduct on the part of the employee.
- (3) Casual employees.
- (4) Any employee who is transferred to alternative duties where such duties are within the limits of the employee's skill, competence and training.
- (5) Employees to whom subclause 15 of this clause applies.
- (6) Employees who are on probation.
- (7) Employees engaged for a fixed term or for the duration of a specific project.

15. RESTRUCTURES

- (1) Where a decision has been made to restructure a work area and positions have been identified as surplus to requirements, the employer shall transfer staff to vacant positions within the work area that are of the same classification and salary. The provisions of subclause 7 of this clause shall not apply in the case of employees transferred to vacant positions under the provisions of this clause.

16. DISPUTE RESOLUTION PROCEDURES

- (1) Any dispute between the parties over the applications of these provisions will be dealt with in accordance with the dispute resolution procedures of this Agreement.

SCHEDULE F

Redundancy for employees on fixed term contracts

- (a) An employee who holds a fixed term appointment and whose employment is terminated by reason of redundancy shall be paid the following severance pay in respect of a continuous period of service:

Period of continuous service	Severance pay
1 year or less	Nil
1 year and up to completion of 2 years	4 weeks pay
2 years and up to completion of 3 years	6 weeks pay
3 years and up to completion of 4 years	7 weeks pay
4 years and over	8 weeks pay

- (b) An employee whose employment is terminated by reason of redundancy may terminate her/his employment during the notice period and be entitled to the same benefits and payments under this clause had they remained at the Centre until the expiry of such notice. In this circumstance the employee will not be entitled to payment in lieu of notice.
- (c) During the period of notice of termination given by the employer an employee shall be allowed reasonable time off without loss of pay for the purpose of seeking other employment.
- (d) This clause shall not apply where employment is terminated as a consequence of conduct that justifies instant dismissal including inefficiency within the first fourteen days, neglect of duty or misconduct, and in the case of casual employees or employees engaged for a specific period of time or for a specific task or tasks.

SCHEDULE G**Other Commitments**

The University to explore the option of offering part-time employees access to the 50/52 working arrangement.