

**2012**

**Wollongong UniCentre**

**Children Services Agreement**

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## **Part 1 – Coverage and Operation**

### **1. TITLE**

This agreement shall be known as the 2012 Wollongong UniCentre Children's Services Agreement.

### **2. COMMENCEMENT AND DURATION**

This Agreement shall operate 7 days from the date of approval by Fair Work Australia and shall expire on 20th September 2014. Wage rates in this agreement shall operate from dates specified in Clause 16.4 of this Agreement.

### **3. RELATIONSHIP WITH OTHER AWARDS/AGREEMENTS**

This agreement shall operate to the exclusion of all other awards and agreements. The NES as amended from time to time will regulate all conditions of employment for matters not contained in this Agreement.

### **4. PARTIES BOUND**

4.1 The parties to this agreement are;

- a. Wollongong UniCentre Ltd.
- b. United Voice NSW Branch
- c. Independent Education Union of Australia

4.2 This Agreement applies to all categories of Childcare staff (permanent, casual and fixed term) who are employed with the classification and salary structure described in Schedule A.

### **5. DEFINITIONS AND INTERPRETATION**

5.1 UniCentre means Wollongong UniCentre Ltd.

5.2 Employee and/or staff means an employee whose conditions of employment are regulated by this agreement.

5.3 Full-Time employee means an employee employed 38 hours per week on a continuous contract.

5.4 Part-time Employee means an employee who works a constant number of ordinary hours less than 38 per week.

5.5 Casual Employee means an employee engaged and who is paid by the hour as such.

5.6 Union means the United Voice - NSW Branch and the Independent Education Union

of Australia

- 5.7 Director means the person who is responsible for the day to day operation and management of the Early Childhood Services Centre.
- 5.8 Early Childhood Services Centre means an establishment which provides child care and/or educational development programmes and/or services for children under school age and shall include early intervention services, long day care centres and multi-purpose centres. It shall not include a Recognised School or Pre-School. For the purposes of this clause:
- 5.9 Long Day Care Centre means a child care establishment which usually provides services over a period of approximately eight hours or more each day for approximately 51 weeks or more during the year;
- 5.10 Outside School Care means services that provide care for school age children before and after normal school hours.
- 5.11 Vacation Care means services that provide care for school aged children during non-term time.
- 5.12 Nominated Supervisor means a staff member who is appointed as Nominated Supervisor under the *Education and Care Services National Law Act 2012* or its replacement, that is, as the person who is authorised under the Act to have the overall supervision of the provision of the child care service to which it relates and who is not appointed as a Director.
- 5.13 Fixed Term employee means an employee who is engaged as a full time or part time employee for a fixed period.
- 5.14 Session or semester, means the two main teaching periods of the University currently referred to as Spring and Autumn Session.
- 5.15 Business Plan is the strategic planning tool used to establish performance criteria and UniCentre strategic direction.
- 5.16 Customer Service Indices (CSI) is the annual reporting and assessment tool on customer service used on campus. UniCentre measurement for the purpose of clause is an aggregate score of UniCentre Child Care Centres.

## **6. CLASSIFICATIONS**

- 6.1 All employees will be classified by the employer into one of the levels contained in this clause in accordance with the employee's skills, responsibilities, qualifications, experience in the industry and duties as follows;

Cook - means a staff member who holds basic qualifications in cooking and menu planning who is appointed by UniCentre to cook meals in the service. A staff member in this classification may be required to perform other intermittent duties as required within the knowledge, skills and capabilities of the staff member in addition ensure that all regulations,

National Quality Standards, Early Years Learning Framework, licensing requirements and guidelines, ACECQA requirements and guidelines, Service/UniCentre policies and procedures, and any further developments required by recognised authorities are observed;

Child Care Worker - means a staff member appointed by UniCentre to contribute to the development of and assist in the implementation of the child care program under the general direction of and responsible to a supervisor. A staff member at this level is responsible for their own work and may be required to perform the following duties: positively interact with children, assist to implement daily routines, oversee the activities of a group of children for short periods of time during the day and communicate with parents as instructed, ensure that all regulations, National Quality Standards Early Years Learning Framework, licensing requirements and guidelines, ACECQA requirements and guidelines, Service/UniCentre policies and procedures, and any further developments required by recognised authorities are observed.

Advanced Child Care Worker - means a staff member who holds a Certificate III in Children's Services and is appointed by UniCentre with the responsibility to develop, plan, implement, and evaluate the child care program. A staff member at this level is responsible to the Director and Management of a service and may be responsible for the direction of other staff (including students) within the group for which they have responsibility. A staff member at this level may be required to perform the following duties: assume direct responsibility for the management of a group or groups of children; liaise with parents as to needs of the children and the service; maintain appropriate and up to date records; ensure that programs are planned, implemented and evaluated for each child in their care; ensure that all regulations, licensing guidelines, service policies and procedures are observed. A staff member at this level is required to possess and maintain a current first aid certificate recognised under the Education and Care Services National Regulation as amended, and administer first aid, asthma and anaphylaxis plans as required, ensure that all regulations, National Quality Standards , Early Years Learning Framework, licensing requirements and guidelines, ACECQA requirements and guidelines, Service/UniCentre policies and procedures, and any further developments required by recognised authorities are observed.

Advanced Child Care Worker Qualified - means a qualified carer who holds a Diploma in Children's Services, or equivalent qualifications which are recognised on the list of approved and former approved qualifications for the purposes of the Education and Care Services National Law and Regulations (ACECQA Lists) as amended. A staff member at this level is appointed by UniCentre with the responsibility to develop, plan, implement and evaluate the child care program. A staff member at this level is responsible to the Director of a service and may be responsible for the direction of other staff (including students) within the group for which they have responsibility. A staff member at this level may be required by UniCentre to perform the following duties: assume direct responsibility for the management of a group or groups of children; liaise with parents as to needs of the children and the service; maintain appropriate and up-to-date records; ensure that programs are planned, implemented and evaluated for each child in their care; ensure that all regulations, National Quality Standards , Early Years Learning Framework, licensing requirements and guidelines, ACECQA requirements and guidelines, Service/UniCentre policies and procedures, and any further developments required by recognised authorities are observed; carry out administrative duties which relate to effective room management and child care responsibilities. A staff member at this level is required to possess and maintain a current first aid certificate recognised under the Education and Care Services National Regulation as amended, and administer first aid, asthma and anaphylaxis plans as required.

3 Years Trained Teacher - means a teacher who has satisfactorily completed a Three Years full-time course of study in Early Childhood Education at a Recognised University or Teacher Training Institution; or a teacher who has acquired other equivalent qualifications which are recognised on the list of approved and former approved qualifications for the purposes of the Education and Care Services National Law and Regulations (ACECQA Lists) as amended. A staff member at this level is appointed by UniCentre with the responsibility to develop, plan, implement and evaluate the child care program. A staff member at this level is responsible to the Director of a service and will be responsible for the direction of other staff (including students) within the group for which they have responsibility. A staff member at this level may be required by UniCentre to perform the following duties: assume direct responsibility for the room and all groups of children; liaise with parents as to needs of the children and the service; maintain appropriate and up-to-date records; ensure that programs are planned, implemented and evaluated for each child in their care; ensure that all regulations, National Quality Standards , Early Years Learning Framework, licensing requirements and guidelines, ACECQA requirements and guidelines, Service/UniCentre policies and procedures, and any further developments required by recognised authorities are observed; carry out administrative duties which relate to effective room management and child care responsibilities and assume some responsibility for professional development and quality improvement at the service. A staff member at this level is required to possess and maintain a current first aid certificate recognised under the Education and Care Services National Regulation as amended, and administer first aid, asthma and anaphylaxis plans as required.

Four Years Trained Teacher - means a teacher who is a graduate holding B. Ed (Early Childhood) (four years full-time course); or a teacher who is a graduate and who holds a Diploma in Early Childhood Education from a recognised University or Recognised Teacher Training Institution; or a teacher who has, in addition to satisfying the requirements for classification as a Three Years Trained Teacher, satisfactorily completed a course of study in Early Childhood Education at post graduate level; or a teacher who has acquired other equivalent qualifications which are recognised on the list of approved and former approved qualifications for the purposes of the Education and Care Services National Law and Regulations (ACECQA); . A staff member at this level appointed by UniCentre is responsible to the Director of the service with the responsibility to develop, plan, implement and evaluate the child care program and will be responsible for the direction of other staff (including students) within the group for which they have responsibility. A staff member at this level may be required by the employer to perform the following duties: assume direct responsibility for the room and all groups of children; liaise with parents as to needs of the children and the service; maintain appropriate and up-to-date records; ensure that programs are planned, implemented and evaluated for each child in their care; ensure that all regulations, National Quality Standards , Early Years Learning Framework, licensing requirements and guidelines, ACECQA requirements and guidelines, Service/UniCentre policies and procedures, and any further developments required by recognised authorities are observed; carry out administrative duties which relate to effective room management and child care responsibilities, and assume some responsibility for professional development and quality improvement at the service. A staff member at this level is required to possess and maintain a current first aid certificate recognised under the Education and Care Services National Regulation as amended, and administer first aid. Asthma and anaphylaxis plans as required.

Director - means the person responsible for the day to day operation, management and supervision of Child Care Staff and students and the Centre holding either Advanced  
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Childcare Worker Qualified, Three Years and above Trained Teaching qualifications as defined in this clause. This person must be appointed as an Nominated supervisor under the Education and Care Services National Regulation. This person is authorised by the NSW Department of Education and Communities to assume responsibilities of the Nominated supervisor. A staff member at this level is required to possess and maintain a current first aid certificate recognised under the Education and Care Services National Regulation as amended, and administer first aid, asthma and anaphylaxis plans as required. Directors are to ensure that all regulations, National Quality Standards, Early Years Learning Framework, licensing requirements and guidelines, ACECQA requirements and guidelines, Service/UniCentre policies and procedures, and any further developments required by recognised authorities are observed.

## **7. FLEXIBILITY**

7.1 Notwithstanding any other provision of this agreement, UniCentre and an individual employee may agree to vary the application of certain terms of this agreement to meet the genuine individual needs of UniCentre and the individual employee. The terms UniCentre and the individual employee may agree to vary the application of are those concerning:

- 7.1.1 arrangements for when work is performed;
- 7.1.2 overtime rates;
- 7.1.3 penalty rates;
- 7.1.4 allowances; and
- 7.1.5 leave loading.

7.2 UniCentre and the individual employee must have genuinely made the agreement without coercion or duress.

7.3 The agreement between UniCentre and the individual employee must:

- 7.3.1 be confined to a variation in the application of one or more of the terms listed in clause 7.1; and
- 7.3.2 result in the employee being better off overall than the employee would have been if no individual flexibility agreement had been agreed to.

7.4 The agreement between UniCentre and the individual employee must also:

- 7.4.1 be in writing, name the parties to the agreement and be signed by UniCentre and the individual employee and, if the employee is under 18 years of age, the employee's parent or guardian;
- 7.4.2 state each term of this agreement that the employer and the individual employee have agreed to vary;
- 7.4.3 detail how the application of each term has been varied by agreement between UniCentre and the individual employee;



7.4.4 detail how the agreement results in the individual employee being better off overall in relation to the individual employee's terms and conditions of employment; and

7.4.5 state the date the agreement commences to operate.

7.5 UniCentre must give the individual employee a copy of the agreement and keep the agreement as a time and wages record.

7.6 Except as provided in clause 7.4.1 the agreement must not require the approval or consent of a person other than the UniCentre and the individual employee.

7.7 Where UniCentre is seeking to enter into an agreement with an employee, UniCentre must provide a written proposal to that employee. Where the employee's understanding of written English is limited the employer must take measures, including translation into an appropriate language, to ensure the employee understands the proposal.

7.8 The agreement may be terminated:

7.8.1 by the employer or the individual employee giving four weeks' notice of termination, in writing, to the other party and the agreement ceasing to operate at the end of the notice period; or

7.8.2 at any time, by written agreement between the employer and the individual employee.

7.9 The right to make an agreement pursuant to this clause is in addition to, and is not intended to otherwise affect, any provision for an agreement between an employer and an individual employee contained in any other term of this agreement.

## **Part 2 – Consultation and Dispute Resolution**

### **8. DISPUTE RESOLUTION PROCEDURE**

In the event of a dispute about a matter under this agreement, the NES or any other work related matter, the parties will use the procedure outlined in this clause to resolve the dispute in a timely manner.

1. A dispute between a staff member and UniCentre is to be discussed in the first instance between the staff member and their supervisor.
2. If the dispute is not resolved, the staff member may raise the dispute with the relevant Unit Manager. UniCentre and/or the staff member may appoint a representative which may be a union official to accompany and/or represent them from this step.

3. If the dispute is not resolved, the staff member may raise the dispute with the UniCentre General Manager or nominated officer.
4. If the dispute is not resolved, an independent mediator may be appointed (costs of which will be paid by the party who initiates the mediation) All attempts will be made to convene and conduct the mediation within 15 working days. The parties may agree to waive this step.
5. If the dispute is not resolved, either party may refer the dispute to Fair Work Australia for conciliation
6. If the dispute is unable to be resolved by conciliation, then the parties agree that Fair Work Australia will arbitrate the dispute and make an order that is binding on both parties.

The decision of Fair Work Australia will bind the parties, subject to either party exercising a right of appeal against the decision.

It is a term of the agreement that while the dispute resolution procedure is being conducted, work shall continue as normal before the dispute arose unless the staff member has reasonable concern about an imminent risk to their health and safety. Where UniCentre believes that an inquiry is required a staff member may be stood down with pay while the inquiry is conducted.

## **9 CONSULTATION REGARDING MAJOR WORKPLACE CHANGE**

### **9.1 Introduction of Change - UniCentre's Duty to Notify**

9.1.1 Where UniCentre has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, UniCentre shall notify the employees who may be affected by the proposed changes and the Union to which they belong.

9.1.2 "Significant effects" include termination of employment, major changes in the composition, operation or size of UniCentre'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, the need for retraining or transfer of employees to other work or locations and the restructuring of jobs. Provided that where this agreement makes provision for alteration of any of the matters referred to herein, an alteration shall not be deemed to have significant effect.

### **9.2 UniCentre's Duty to Discuss Change**

9.2.1 UniCentre shall discuss with the employees affected and the Union to which they belong, inter alia, the introduction of the changes referred to in subclause 9.1 above, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees, and shall give prompt consideration to matters raised by the employees and/or the Union in relation to the changes.

9.2.2 The discussions shall commence as early as practicable after a definite decision has been made by UniCentre to make the changes referred to in subclause 9.1 above.

9.2.3 For the purpose of such discussions, UniCentre shall provide to the employees concerned and the Union to which they belong all relevant information about the changes, including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees, provided that UniCentre shall not be required to disclose confidential information the disclosure of which would adversely affect UniCentre.

## **Part 3 – Types of Employment and Termination of Employment**

### **10. TERMS OF EMPLOYMENT**

10.1 Employees shall be engaged on a full-time, part-time or casual basis with the majority of employees employed in a permanent capacity.

10.2 Full-time and part-time employees may be engaged as a permanent employee, sessional employee or fixed term employee. Casual employee is an employee who is engaged and paid by the hour.

10.3 Sessional Employees

10.3.1 Employees may be engaged to work full-time or part-time during University Spring and Autumn Semester dates as promulgated by the university from time to time. Sessional employees are engaged in an ongoing capacity for the spring and autumn semester dates with continuity of service from one year to the next.

10.3.2 An employee engaged in a full-time or part-time capacity as a sessional employee is entitled in all other respects to the provisions of this agreement on a pro rata basis, provided that accrued and untaken leave entitlements will carry forward to the next engagement period.

10.3.3 Subject to Clause 10.3.1, during University examination and recess periods, summer session or other intakes outside Spring and Autumn Semester, sessional employees may elect either:

10.3.3.1 not to be available to work during such periods; or

10.3.3.2 to be available for work during such periods in full-time or a part-time capacity; or

10.3.3.3 to be available for work but only in a casual capacity.

10.3.4 Outside Spring and Autumn Semester, a sessional employee will receive a greater number of weekly rostered hours (unless otherwise agreed) over casual employees subject to sufficient work being available within the same unit to comply with the rostering requirements applicable to their status.

10.3.5 Session employment will be limited to 25% of the workforce. If business demands require it, consultation with the parties to this agreement may be initiated to increase the level to meet business need and a variation to this agreement may be made.

10.4 Upon engagement an employee shall be informed in writing by UniCentre of:

10.4.1 Whether the employee is to be engaged on a full-time, part-time, sessional or casual basis.

10.4.2 The employee's classification, job description and the duties to be performed.

10.4.3 The working times including when meal breaks and rest breaks will be taken.

10.4.4 Who will supervise the employee.

10.4.5 Notification of probation for a period of 3 months and may be increased to 6 months where a performance issue has been identified in accordance with the following;

10.4.5.1 Monthly reviews will be conducted during the probationary period, and;

10.4.5.2 Where performance issues have been identified in the lead up to the meeting, the employee will be afforded the right of reply and;

10.4.5.3 The review meetings will be documented accordingly with remedial measures to be put in place.

10.4.5.4 In the event the above steps fail and the employees performance remain unsatisfactory, termination during the probationary period may be done with one weeks notice or payment in lieu of notice.

## **11. FIXED TERM EMPLOYMENT**

11.1 UniCentre may engage employees on a fixed term contract as either full-time or part-time employee provided that such periods shall:

11.1.1 not be less than one month

11.2.2 not be more than 24 months duration.

11.2 Prior to commencement of a fixed term contract, the employee shall be advised in writing of the nature of work, the hours to be worked, the proposed weekly earnings and the commencing and ceasing dates of their fixed term employment.

11.3 Employees will only be engaged on a fixed term contract where:

(i) a position is of a temporary nature and limited duration for the purpose of undertaking a specific project of task; or

(ii) the position is vacant as a result of an employee's absence on leave;

(iii) the position is funded from a specific purpose external grant.

- 11.4 An employee who accepts a change to fixed term contract shall not be disadvantaged in respect to their terms and conditions of employment.
- 11.5 Where an employee varies their employment contract to a fixed term contract, such an employee shall, at the conclusion of the fixed term period revert to their previous position, or a position of employment which is no less advantageous to the employee than that which existed immediately prior to the fixed term contract.
- 11.6 Fixed term contracts shall be reviewed at the completion of the tenure at which point the expiry may be confirmed or be replaced with a permanent appointment. This is done at UniCentre Management discretion. Any dispute as to the ongoing viability are to be dealt with in accordance with Clause 8 – Dispute Resolution Procedure.
- 11.7 It is not the intention of the parties to transition permanent roles into fixed term appointments.

## **12. LEAVING EMPLOYMENT**

- 12.1 UniCentre may terminate the employment of a full-time or part-time employee by giving the amount of notice set out below for the employee's period of continuous employment or by paying the employee the monies the employee would otherwise have earned during this period had the employee been required to work:

3 months and less than 3 years .....	2 weeks
3 years and less than 5 years .....	3 weeks
5 years and over .....	4 weeks

In addition to the above notice, employees over 45 years of age at the time of giving of the notice, with not less than two years continuous service, shall be entitled to an additional week's notice.

- 12.2 Nothing in this clause shall affect the right of UniCentre to dismiss an employee without notice for misconduct. This may include, but is not limited to, an employee acting dishonestly in employment or an employee failing to carry out a lawful and reasonable direction.
- 12.3 A full-time or part-time employee, when leaving employment, must give UniCentre at least two week's notice or forfeit wages for any part of the notice period not worked.
- 12.4 On termination of employment for any reason UniCentre will give a full or part-time employee a certificate of service stating how long the employee had worked for UniCentre and what job the employee did.
- 12.5 The employment of a casual employee may be terminated with two hours notice.

## **13. ABANDONMENT OF EMPLOYMENT**

- 13.1 The absence of an employee from work for a continuous period exceeding 3 working days, without just cause and without the consent of UniCentre, shall be taken to have abandoned employment and UniCentre will be entitled to treat the employee as having been terminated.
- 13.2 UniCentre will make all reasonable attempts to contact by email, phone and letter allowing a 5 working day response period prior to any action.
- 13.3 UniCentre will listen to and respond accordingly to reasons for absence provided.

#### **14. REDUNDANCY AND TECHNOLOGICAL CHANGE**

##### 14.1 Application

14.1.1 This Clause shall apply in respect to full time and part time persons employed in the classifications specified by Clause 6, Classifications.

14.1.2 In respect to employers who employ 15 or more employees immediately prior to the termination of employment of employees, in the terms of Clause 14.3.

14.1.3 Notwithstanding anything contained elsewhere in this Clause, this Clause shall not apply to employees with less than one year's continuous service and the general obligation on employers shall be no more than to give such employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.

14.1.4 Notwithstanding anything contained elsewhere in this Clause, this Clause shall not apply where employment is terminated as a consequence of conduct that justifies instant dismissal, including malingering, inefficiency or neglect of duty, or in the case of casual employees, trainees or employees engaged for a specific period of time or for a specified task or tasks, or where employment is terminated due to the ordinary and customary turnover of labour.

##### 14.2 Termination of Employment - Notice for Changes in Production, Programme, Organisation or Structure.

An employee whose employment is terminated by UniCentre for reasons arising from production, program, organisation or structure, will be provided with notice of termination or payment in lieu thereof, as prescribed in Clause 12 of the Agreement.

##### 14.3 Notice for Technological Change

This subclause sets out the notice provisions to be applied to termination by UniCentre for reasons arising from technology in accordance with subclause 9.1.1 of this agreement:

14.3.1 In order to terminate the employment of an employee, UniCentre shall give to the employee three months' notice of termination.

14.3.2 Payment in lieu of the notice above shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of the notice specified and part payment in lieu thereof.

14.3.3 The period of notice required by this subclause to be given shall be deemed to be service with UniCentre for the purposes of all leave.

#### 14.4 Time Off During the Notice Period

14.4.1 During the period of notice of termination given by UniCentre, an employee shall be allowed up to one day's time off without loss of pay during each week of notice, to a maximum of five days, for the purpose of seeking other employment.

14.4.2 If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment the employee shall, at the request of UniCentre, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent.

14.4.3 UniCentre will assist the staff member in resume writing as required.

#### 14.5 Employee Leaving During the Notice Period

If the employment of an employee is terminated (other than for misconduct) before the notice period expires, the employee shall be entitled to the same benefits and payments under this Clause to which the employee would have been entitled had the employee remained with UniCentre until the expiry of such notice. Provided that in such circumstances the employee shall not be entitled to payment in lieu of notice.

#### 14.6 Statement of Employment

UniCentre shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee a written statement specifying the period of the employee's employment and the classification of or the type of work performed by the employee.

#### 14.7 Notice to Centrelink

Where a decision has been made to terminate employees, UniCentre shall notify CentreLink thereof as soon as possible, giving relevant information, including the number and categories of the employees likely to be affected and the period over which the terminations are intended to be carried out.

#### 14.8 Centrelink Employment Separation Certificate

UniCentre shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee an Employment Separation Certificate in the form required by Centrelink.

#### 14.9 Transfer to Lower-Paid Duties

Where an employee is transferred to lower-paid duties for reasons set out in subclause 9.1, the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment had been terminated, and UniCentre may, at the UniCentre's option, make payment in lieu thereof of an amount equal to the difference between the former ordinary-time rate of pay and the new ordinary-time rates for the number of weeks of notice still owing.

#### 14.10 Severance Pay

14.10.1 Where an employee's employment is terminated on the grounds of redundancy, the employee is entitled to severance pay based on an employees' period of continuous service.

14.10.2 If staff are under 45 years of age, UniCentre shall pay in accordance with the following scale:

##### Years of service Under 45 years of age Entitlement

Less than 1 year	Nil
1 year and less than 2 years	4 weeks
2 years and less than 3 years	7 weeks
3 years and less than 4 years	10 weeks
4 years and less than 5 years	12 weeks
5 years and less than 6 years	14 weeks
6 years and over	16 weeks

14.10.3 Where staff are 45 years old or over, the entitlement shall be in accordance with the following scale:

##### Years of service 45 years of age and over entitlement

Less than 1 year	Nil
1 year and less than 2 years	5 weeks
2 years and less than 3 years	8.75 weeks
3 years and less than 4 years	12.5 weeks
4 years and less than 5 years	15 weeks
5 years and less than 6 years	17.5 weeks
6 years and over	20 weeks

14.10.4 "Week's pay" means the all-purpose rate for the staff concerned at the date of termination and shall include, in addition to the ordinary rate of pay, overaward payments, shift penalties and allowances paid pursuant to this agreement.

#### 14.11 Incapacity to Pay

Subject to an application by UniCentre and further order of FWA, UniCentre may pay a lesser amount (or no amount) of severance pay than that contained in subclause 14.10 above.



FWA shall have regard to such financial and other resources of UniCentre concerned as it thinks relevant, and the probable effect of paying the amount of severance pay in subclause 14.10 of this Clause will have on UniCentre.

#### 14.12 Alternative Employment

Subject to an application by UniCentre and further order of FWA, UniCentre may pay a lesser amount (or no amount) of severance pay than that contained in subclause 14.10 above if UniCentre obtains acceptable alternative employment for an employee.

## **Part 4 – Rates of Pay and Related Matters**

### **15. PAYMENT OF WAGES**

15.1 All wages will be paid fortnightly by electronic funds transfer.

15.2 Wages will be transferred not later than 3 working days following the end of any pay period. In the event wages are not paid in accordance with this clause and UniCentre fails to notify staff accordingly the day prior to the expected payment, and results in an employee incurring financial institution fees, these fees will be reimbursed by UniCentre. Satisfactory evidence of fee charges may need to be provided to UniCentre.

15.3 All wages will be calculated in 15 minute intervals for time worked of less than an hour.

15.4 It is acknowledged that a change from weekly to fortnightly wages may be a challenge for some staff. Consultation will occur with individual employees to assist in the transition to fortnightly pays prior to any change in frequency of payment. Where financial hardship or difficulty occurs as a result of the transition, the employee may apply for and UniCentre will endeavour to provide financial assistance on a case by case basis to be repaid over subsequent pay periods. Pay day once determined cannot be changed without consultation and a minimum of 4 weeks notice.

### **16. WAGES**

#### 16.1 Full-Time Employees

Full-time employees covered under this Agreement will be paid the relevant hourly rate specified in Table 1 of Schedule A, corresponding to their classification level.

#### 16.2 Part-Time Employees

Part-time employees shall be paid on a proportionate basis to the appropriate full-time employee, and shall be entitled to the provisions of this Agreement on a proportionate basis unless otherwise provided by this Agreement.

#### 16.3 Casual Employees

Casual employees will be paid for each hour worked for the Level that applies to the employee plus a casual loading of 25%. The casual loading is in lieu of leave entitlements and other benefits applicable to full and part time employees.

#### 16.4 Salary Increases

This agreement provides for a 3.0% increase effective from the first full pay period after 1 March 2012, a further increase of 2.0% effective from the first full pay period after 1 September 2012, a further increase of 1.5% effective from the first full pay period after 1 March 2013 and a final 1.0% increase from the 1 September 2013.

#### 16.5 Incremental Progression within a Classification

16.5.1 Progression from one level to the next within a classification is subject to an employee meeting the following criteria:

- (i) competency at the existing level;
- (ii) 12 months experience at that level (or in the case of employees employed for 19 hours or less per week, 24 months) and in-service training as required; and
- (iii) demonstrated ability to acquire the skills necessary for advancement to the next pay point.

16.5.2 Where an employee is deemed not to have met the requisite competency at their existing level at the time of the appraisal and is currently under performance management review, progression may be deferred for a period of three months provided that:

- (i) the employee is notified in writing of the reasons for the deferral;
- (ii) the employee has, in the previous 12 months, been provided with the in-service training required to attain a higher pay point; and
- (iii) prior to, or following any deferral, the employee is provided with the training and support necessary to address the performance concerns and advance to the next level.

16.5.3 Where an appraisal has been deferred for operational reasons beyond the control of either party and the appraisal subsequently deems the employee to have met the requirements of clause 16.5.1, any increase in wages will be back paid to the 12 (or 24) month anniversary date of the previous progression.

16.5.4 An employee whose progression has been refused or deferred may invoke the provisions of clause 8 — Dispute Resolution Procedure. If the resolution results in the advancement being granted, any increase in wages will be backdated to the relevant anniversary date.

## **17. DIRECTOR'S ALLOWANCE**

- 17.1 An employee who is appointed as a Director as defined in clause 5 - Definitions, shall be paid an allowance as set out in Schedule A Table 2 - Directors' Allowance on a pro rata basis (based on 59 place centre, 38 hours) rounded to the nearest annual dollar rate paid in accordance with Clause 15 - Payment of Wages . An appointed director will continue to be paid the allowance when on leave.

## **18. CALCULATION OF SERVICE – TEACHERS**

- 18.1 For the purpose of this clause, any teacher if required by the employer so to do, shall upon engagement establish to the satisfaction of the employer, the length of teaching service in any Pre-school, ECS Centre, Multi-Purpose Centre or in early childhood education services for children up to eight years of age, and that period so established shall be taken to be the length of such service for the purpose of that employment. It is the employees' responsibility to provide accurate and timely evidence. Payment on the established service level will commence at the time of the evidence being provided.
- 16.2 For the purpose of this clause, a period of service other than service within Clause 16.1, shall be counted as service in accordance with the following principles:
- a. A period of service as a lecturer in early childhood education or child development, as a child development officer, or as a Family Day Care Co-ordinator or equivalent shall be recognised as service.
  - b. A period of service as a carer in the child care industry, including service as a Family Day Care carer (as recognised under State Government Regulations), a Child Care Certificate worker or equivalent shall be recognised as service at the rate of one increment for each complete three years so engaged to a maximum of four increments.
- 18.3 For the purpose of calculating service:
- a. Any employment as a full-time employee (including employment as a temporary full-time employee) as referred to in paragraphs (a) and (b) of this subclause shall be counted as service.
  - b. The amount of service of a part-time teacher (including a temporary part-time teacher) shall be calculated by reference to the ratio which the number of hours taught by the teacher in any year bears to the normal number of days worked by a full-time teacher at that ECS Centre in the same year, provided that a period of part-time service in terms of paragraph (b) of this subclause shall count as service in the proportion that the part-time employment bore to full-time employment in that occupation.
  - c. The amount of service of a casual teacher shall be calculated by reference to the ratio which the number of days (or equivalent) worked by the teacher in any year bears to the normal number of days worked by a full-time teacher at that ECS Centre in the same year, provided that only casual service performed in the preceding four years shall be included in determining incremental progression.

d. Provided also that the salary incremental date of any teacher who has taken leave without pay may be altered by adding the period of such leave without pay to the salary incremental date applicable to that teacher prior to the leave without pay.

**19. JUNIORS**

19.1 The minimum weekly wage rate for a junior employee shall be calculated by applying the following percentages of the appropriate adult rate for the classification in which the employee is employed:

Age	%
18 years of age.....	70
19 years of age.....	82.5
20 years of age.....	97.7

19.2 Junior employees who hold a position and qualification at the level of Certificate III or Diploma will be paid the adult rate.

**20. TRAINEES**

20.1 Trainees will be engaged in accordance with Schedule B contained within this agreement.

**21. PERFORMANCE BASED PAY BONUS**

21.1 UniCentre recognises employee commitment, engagement and contribution as significant influences in the ongoing success of the organisation. In seeking operational improvements it wishes to share success with employees to be returned through the following Key Performance Indicators;

UniCentre achieving operating surplus to total annual turnover	BONUS PAID		
	Operating surplus	Customer Satisfaction	Business Plan KPI's
		80 and above	100% attained
2.0%	.5%	.5%	.5%
2.5%	.75%	.5%	.5%
3.0%	1.0%	.5%	.5%
4.0%	1.5%	.5%	.5%

Note: all results and measures are combined UniCentre result

21.1.1 The above payments will be paid to employees in addition to increases pursuant to Part A – monetary rates contained within this agreement.

21.1.2 In calculating operating surplus all grants and compulsory fees paid to UniCentre will be excluded. Each year will stand alone.

21.1.3 The bonus will be paid annually to employees in March (once audited accounts are finalised) each year retrospectively for that year performance against total wages earned (excluding allowances).

21.1.4 Bonuses will only be paid to employees employed at time of calculation once the operating surplus budget is achieved.

## **22. SUPERANNUATION**

22.1 UniCentre will make superannuation contributions in accordance with the Superannuation Guarantee (Administration Act) 1992 as varied from time to time. These contributions will be made to a Superannuation Fund, as nominated by the staff member.

22.2 Where a staff member fails to inform UniCentre of the name of the Superannuation Fund to which to make such payments, all payments will be made to Australian Super, under the employees name.

## **23. HIGHER DUTIES**

An employee who is requested and agrees in writing to carry out work on a temporary basis that carries a higher rate of pay than the employee's ordinary classification for periods greater than one shift, shall be paid the higher rate while doing that work. This clause shall not apply to work performed under supervision for training purposes.

# **Part 5 – Hours of Work and Related Matters**

## **24. ORDINARY HOURS OF WORK**

24.1 The ordinary working hours, inclusive of rest pauses, shall not, without payment of overtime, exceed an average of thirty eight per week. Such hours shall be worked between the hours of 6.30am and 6.30 pm, Monday to Friday, and may not be averaged over more than a 4 week period.

24.1.2 The ordinary daily working hours of full-time and part-time employees will be a minimum of 4 hours and 3 hours respectively and be no more than 10 hours in any one shift including the time taken for meal breaks. By agreement between UniCentre and the employee, an employee, may work up to 12 ordinary hours including the time taken for a paid meal break, without the payment of a penalty.

24.2 The ordinary daily working hours of casual employees will not be more than 10 hours in any one engagement not including the time taken for meal breaks.

24.2.1 A casual employee is entitled to a minimum engagement of 3 continuous hours.

24.2.2 Casual employees who have worked on a regular and systematic basis for a period of 6 months may apply for employment on at least the average number of hours they were working over the six month period provided the hours were not a

result of replacing staff temporarily absent from the workplace. A position may be offered as either a permanent or sessional employee.

### 24.3 Non-contact time

The employer will recognise and provide non-contact time relevant to the specific needs of the service and the children. The level of non-contact time will be determined in consultation between centre Directors and Management.

## **25. OVERTIME**

### 25.1 If UniCentre requires an employee to work:

25.1.1 overtime being for full-time employees more than 38 hours per week, unless agreed to average hours in accordance with clause 24.1;

25.1.2 overtime being more than the ordinary daily working hours set out in 24.1.2;

25.1.3 on a public holiday;

UniCentre will pay the employee extra wages being:

- in the case of 25.1.1 and 25.1.2 time and one half of the ordinary rate of pay for the first 2 hours worked and after that double time,
- in the case of 25.1.3 for work on a public holiday, two and a half times the ordinary rate of pay for all time worked, and with a minimum payment of four hours.

25.2 When calculating overtime each shift shall stand alone.

## **26. MEAL BREAKS AND REST PAUSES**

26.1 An employee who is engaged to work in excess of 5 hours shall be given a paid meal break of 30 minutes and be required to remain on premises to maintain ratios. This meal break shall be given after working not more than 5 hours. Where an employee works in excess of 9 hours, a second meal break of 30 minutes will be provided, this break will be a paid break at normal time.

26.2 Where due to genuine operational demands, an employee may agree to work up to six hours without a break for a meal;

26.3 Each employee who works more than 3 hours on any engagement shall be provided a paid rest pause of 10 minutes.

26.4 In addition to clause 26.3 each employee who works 7.6 hours or more on any engagement shall be provided a second paid rest pause of 10 minutes.

26.5 No rest pause shall be given or taken within 2 hours of the employees commencing or ceasing time. The timing of the rest pause shall accommodate the needs of the business.

## **27. SHIFTWORK**

27.1 The following allowances will be paid for shiftwork:

Shift	% loading
Early morning	10
Afternoon	15
Night shift, rotating with day or afternoon	17.5
Night shift, non-rotating	30

27.2 Definitions

27.2.1 Early morning shift means any shift commencing at or after 6.30 am and finishes at or before 6.30 pm.

27.2.2 Afternoon shift means any shift finishing after 6.30 pm and at or before midnight.

27.2.3 Night shift means any shift finishing after midnight and at or before 8.00 am or any shift commencing at or before midnight and finishing before 5.00 am.

27.2.4 Night shift, non-rotating means any night shift system in which night shifts do not rotate or alternate with another shift so as to give the employee at least one third of their working time off night shift in each roster cycle.

## **28. ROSTERED DAYS OFF**

28.1 A full time employee shall accrue two hours per week or 0.4 of an hour (24 minutes) for each eight hour shift or day worked, to give an entitlement to take an accrued rostered day off in each four week cycle as though worked.

28.2 Each day of paid leave taken (including annual leave but not including long service leave or any period of paid or unpaid leave) and any public holiday occurring during any cycle of four weeks shall be regarded as a day worked for accrual purposes.

28.3 Notwithstanding the provisions of Clause 28.2, an employee shall be entitled to no more than 12 paid accrued days off in any twelve months of consecutive employment.

28.4 Rostered days off must be taken monthly. UniCentre may agree to the holding of one accrued rostered day, which must be taken on the next entitlement cycle so as to avoid excessive accrual.

## **29. ROSTERS**

- 29.1 UniCentre shall display a roster in a place accessible to all employees. The roster shall set out the starting and finishing times for full-time and part-time employees for each week. The roster shall be posted at least 7 days before its commencement.
- 29.2 Subject to other clauses of this agreement, employees must work at such times and on such days as the UniCentre needs them. UniCentre cannot change the roster of a full-time or part-time employee without giving the employee 7 days notice except in an emergency. UniCentre will discuss any change with the employee and try to take into account the employee's family and personal needs. Business needs will remain paramount in the event a solution is not agreed by both parties.
- 29.3 UniCentre will take into consideration an employees family responsibilities, safe transport home and study commitments when rostering bearing in mind other regulatory or statutory requirements.
- 29.4 No employee will be rostered or required to work more than 5 consecutive shifts per week or 6 consecutive shifts by agreement without the payment of overtime.
- 29.5 Should an employee disagree with any roster change they shall be provided with a minimum 14 days notice in lieu of 7 days during which time there shall be discussions aimed at resolving the matter in accordance with the dispute settlement procedure.

### **30. SPLIT SHIFTS**

- 30.1 Where broken shifts are worked the spread of hours can be no greater than 12 hours per day.
- 30.2 Staff working a split shift will be paid an allowance in accordance with Schedule A - Monetary Rates, Table 2 - Allowances.

### **31. TIME OFF IN LIEU OF OVERTIME**

- 31.1 An employee may, with the consent of UniCentre accumulate a maximum of 16 hours time in lieu, calculated at the particular overtime rate. The accrual is to be taken at a mutually convenient time at a later date.

## **Part 6 – Leave and Public Holidays**

### **32. ANNUAL LEAVE**

- 32.1 An employee covered by this agreement is entitled to annual leave in accordance with the Fair Work Act, 2009 and subsequent amendments to that Act. Annual Leave shall be taken at a time mutually agreed upon by UniCentre and an employee and can either be taken in a continuous period or in separate periods.
- 32.1.1 An employee whose accrued annual leave entitlement equals or exceeds 30 days may be directed in writing to take up to 20 days of their accrued annual leave entitlement. The time of taking the leave will be by mutual agreement. In the event an agreement cannot be reached, the time of taking the leave



can be determined by the employer, having regard to operational requirements and any matters raised by the individual employee.

Written direction to take annual leave;

(a) Must be given at least 8 weeks prior to the date on which the employee is to take leave; and

(b) Can be given whether the employee's accrued annual leave equals or exceeds 30 days when the direction is given or when it takes effect.

Where an employee is directed to take annual leave, the employer will be entitled to deduct the amount of annual leave directed to be taken at the conclusion of the period of leave.

32.1.2 An employee may elect with the consent of UniCentre to take annual leave not exceeding four days in single day periods or part thereof, in any calendar year at a time or times agreed by the parties.

32.1.3 Access to annual leave, as prescribed in paragraph 32.1.2 above, shall be exclusive of any shutdown period provided for elsewhere under this agreement.

32.2 Full time and part time employees who are the primary care giver of children at school may request to take up to 2 weeks leave at half pay subject to the following;

32.2.1 An application must be submitted at least 6 weeks prior to leave to being taken.

32.2.2 A full year leave plan must be submitted by the employee. This clause is not designed to allow employees to accumulate excessive annual leave.

32.2.3 Minimum booking 1 week at a time.

### **33. ANNUAL LEAVE LOADING**

33.1 Annual leave loading will be paid on the first payday in December each year based on the proportion of the leave loading year (1 January to 31 December) worked by the employee at the ordinary rate of pay as at 31 December of the leave loading year.

33.2 Employees shall be granted an annual leave loading equivalent to 17.5% of 4 weeks ordinary salary as at 31 December.

33.3 Upon resignation or termination by UniCentre, an employee who has not been paid an annual leave loading will be paid the loading.

### **34. LONG SERVICE LEAVE**

An employee covered by this Agreement shall be entitled to long service leave in accordance with the provisions under the *Long Service Leave Act, 1955* and subsequent amendments to that Act.

### **35. PUBLIC HOLIDAYS AND CONCESSIONAL DAYS**

- 35.1 The following days shall be holidays for the purposes of the agreement: New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Eight Hour Day, Christmas Day and Boxing Day. All days observed as public holidays for the State shall be holidays, provided that any day observed as a holiday for the State for a special purpose but observed throughout the State on different days also shall be a holiday.
- 35.2 When a public holiday falls on an employee's ordinary working day, and the employee is not required to work on such a day, the employee will be paid at the ordinary rate of pay for the ordinary hours that the employee would have worked on such a day had it not been a public holiday.
- 35.3 Where an employee is required to work on a holiday he or she shall be paid in addition to their ordinary rate of pay at the rate of one and a half times for the time so worked or provided another day in place of the Public Holiday to be taken at another time. Employees working on a public holiday will receive a minimum payment of four hours pay. An employee may refuse a request to work on a public holiday provided that the refusal is reasonable or the request is unreasonable.
- 35.4 Subject to the University maintaining concessional days, permanent employees will receive concessional days being all other days falling between Christmas Day and New Year's day without loss of pay. Part time employees will be paid an average of hours worked in the month of December immediately prior to the Xmas/New Year concessional period. In the event the University discontinues the concessional period, permanent employees will be provided with 1 additional public holiday day (pro rata for part time employees) with pay, to be taken by agreement within 6 weeks from 2nd January.

### **36. PARENTAL LEAVE**

- 36.1 Employees shall be entitled to Parental Leave in accordance with the provisions of this Clause if they have completed at least 40 weeks continuous paid service with the UniCentre prior to the commencement of any Parental Leave. Employees who are not entitled to Parental Leave may make an application for leave without pay which will be dealt with on a case by case basis.
- 36.2 Casual employees shall not be entitled to paid Parental Leave.
- 36.3 Parental Leave is a broader leave description that encompasses:
- 36.3.1 Maternity Leave
  - 36.3.2 Partner Leave

### 36.3.3 Adoption Leave

### 36.3.4 Foster Parent Leave

- 36.4 Part-time employees entitled to Parental Leave shall receive such entitlement on a pro-rata basis in proportion to the fraction of their employment.
- 36.5 Employees shall make an application for Parental Leave at least 4 weeks prior to the proposed commencement of Parental Leave. Such application shall include the intended commencement date, the intended date of return to work and intended pattern of work on such return.
- 36.6 The UniCentre shall confirm Parental Leave arrangements in writing prior to the commencement of leave.
- 36.7 Employees are required to provide a medical certificate nominating the anticipated date of birth or a statutory declaration demonstrating a parental relationship to the child. In cases where both parents are in employment, a statutory declaration setting out the leave arrangements made with their respective unit is required. If the employee is the only parent employed the statutory declaration should state this fact.
- 36.8 Where paid Parental Leave is applicable then payment shall be made in accordance with the UniCentre's normal pay periods. No lump sum payments will be made.
- 36.9 In lieu of unpaid Parental Leave an employee may apply to take accrued annual and/or long service leave that would otherwise be available. Such leave will be deemed to be time taken as Parental Leave. Parental Leave shall not extend beyond 104 weeks from the initial commencement of Parental Leave, including leave taken in accordance with this Clause.
- 36.10 All leave entitlements shall continue to accrue during paid Parental Leave. Where paid Parental Leave is taken on a part-time basis such entitlements shall accrue on a proportionate basis.
- 36.11 Unpaid Parental Leave shall not count as service for the purpose of Long Service Leave, but will not affect continuity of service.
- 36.12 Where a Public Holiday falls during a period of Parental Leave, the period of leave will not be extended to compensate for the Public Holiday, whether the leave is paid or unpaid.
- 36.13 An employee shall not be able to access any other type of leave except as provided for in sub-clause 36.9, whilst on approved Parental Leave as provided for in this Clause.
- 36.14 Except for the provisions in sub-clause 36.7, the parents may not normally be on Parental Leave at the same time, in respect of the same child(ren).

### 36.15 Maternity Leave

36.15.1 A female employee who has completed 40 weeks continuous paid service in accordance with sub-clause 36.1 and gives birth to a child(ren) shall be entitled to take up to a maximum of 104 weeks Parental Leave as the primary care giver of that child(ren) from the initial commencement of Parental Leave. This leave may be made up of:

36.15.1.1 Paid Maternity Leave

36.15.1.2 Annual leave or long service leave

36.15.1.3 Unpaid Leave up to the balance of the 104 weeks.

36.15.2 A permanent and sessional employee who has completed 40 weeks continuous paid service shall be entitled to 12 weeks paid Maternity Leave at their ordinary pay pro rata (sessional employees to be paid during session periods only). This paid Maternity Leave may be taken as 24 weeks at half pay.

36.15.3 An employee who takes Maternity Leave shall not be eligible for Partner Leave in respect of the same child(ren).

36.15.4 An employee shall normally commence Maternity Leave between 4 weeks and 8 weeks prior to the anticipated date of the birth of their child. Where an employee continues to work during the last 4 weeks before the anticipated date of birth of their child, a medical certificate(s) indicating fitness to undertake normal duties may be required. Where an employee needs to commence Maternity Leave earlier than 8 weeks prior to the anticipated date of birth of their child, due to a medical condition and the employee submits a written request along with a valid medical certificate, Maternity Leave will be allowed to commence earlier, in accordance with the medical certificate.

36.15.5 Where an employee seeks to recommence work earlier than 6 weeks after the date of birth of their child, a medical certificate indicating fitness to undertake duties may be required.

36.15.6 At the completion of Maternity Leave the employee must return to work in accordance with the provisions of sub-clauses 36.16 or 36.17 below.

### 36.16 Unplanned Cessation of Maternity Leave

If Maternity Leave has commenced and the child is stillborn or the child dies during paid Maternity Leave, then up to a further 4 weeks of their paid Maternity Leave entitlement shall be able to be taken. The employee whether on paid or unpaid Maternity Leave may return to work earlier than planned provided 8 weeks notice of such return is given to UniCentre and the employee provides a medical certificate stating that they are fit to return to work.

### 36.17 Resumption of Duty at the Completion of Parental Leave

36.17.1 An employee is entitled to return to the position and work pattern that they held immediately before commencing Parental Leave. If this position no longer exists, UniCentre will make available a position as nearly as possible comparable in status and pay to that of the employees former position subject to the provisions relating to management of change elsewhere in this Agreement.

36.17.2 An employee must be available to return to the position and work pattern that they held immediately prior to commencing Parental Leave at the end of their Parental Leave in accordance with this Clause unless:

36.17.2.1 they have submitted their resignation and given appropriate notice, or

36.17.2.2 they have written confirmation from the UniCentre of other agreed arrangements, or

36.17.2.3 the provisions of sub-clause 36.17.2 apply otherwise they will be deemed to have abandoned their employment and will be notified accordingly.

#### 36.18 Partner Leave

Following the birth or adoption of their child an employee, who is a partner and not the primary care giver, shall be entitled to access up to 5 days paid Partner Leave to provide support to the primary care giver.

#### 36.19 Adoption Leave

36.19.1 An employee who has completed 40 weeks continuous paid service in accordance with sub-clause 36.1 and is a primary carer in a legal adoptive situation, provided that:

36.19.1.1 the child(ren) has been living with the employee or their partner for a period of less than three (3) months; or

36.19.1.2 is not a child or step-child of the employee or the partner of the employee the employee shall be entitled to Adoption Leave.

36.19.2 Subject to sub-clause 36.6, any employee entitled to Adoption Leave shall be entitled to the same entitlements available for Maternity Leave.

36.19.3 In accordance with sub-clause 36.6.2, any reference, in the Maternity Leave provisions, to the birth of a child(ren), for the purposes of Adoption Leave shall mean the placement of a child(ren) in an adoption arrangement.

### 36.20 Foster Parent Leave

36.20.1 An employee acting as the primary care giver of a foster child who is placed into their family for an anticipated period in excess of 6 months will be entitled to access up to 5 days paid Foster Parent Leave from the time that the child enters their care.

36.20.2 Satisfactory evidence will need to be provided to confirm the foster arrangement and the intended period of placement.

### 36.21 Pre-natal Leave

An employee who is entitled to maternity leave shall be provided with up to 7.6 hours pre-natal leave to assist in attending the necessary medical appointments. Appointments should be made as close as possible to start or finish of shift to minimise disruption.

## **37. PERSONAL/CARER'S LEAVE**

37.1 A permanent full time employee will accrue 15 days personal leave in the first year of employment and 12 days in each subsequent year (part time employees - pro rata) for the purposes of personal/carer's leave as detailed in this clause without loss of pay. Untaken leave is accumulative.

37.2 The employee shall, within 24 hours of the commencement of any such absence, inform UniCentre of their inability to attend for duty and in the case of carer's leave, the name of the person requiring care and that person's relationship to the employee, and as far as possible, state the reason and the estimated duration of the absence. The employee shall furnish to UniCentre such evidence as UniCentre reasonably may desire that he/she was unable by reason to attend for duty on the day or days for which leave is claimed.

### 37.3 Use of Personal/carer's Leave

37.3.1 An employee is unable to attend work because the employee is ill or has been injured.

37.3.2 An employee, with responsibilities in relation to a class of person set out in Clause 37.3.4.2 who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued leave entitlement provided for in this agreement, for absences to provide care and support, for such persons consistent with clause 37.3.1. Such leave may be taken for part of a single day.

37.3.3 The employee shall, if required, establish by production of a medical certificate or statutory declaration, of the person concerned and that the matter is such as to require care by another person. In normal circumstances, an employee must not take carer's leave under this subclause where another person has taken leave to care for the same person.

37.3.4 The entitlement to use personal/carer's leave in accordance with this subclause is subject to:

37.3.4.1 the employee providing care and support to the person concerned because of illness, injury or unexpected emergency affecting the person; and

37.3.4.2 the person concerned being:

37.3.4.2.1 an immediate family member being

i. a spouse of the employee, or

ii. de facto partner (includes de facto partner of the same sex) of the employee which:

(a) means a person who, although not legally married to the employee, lives with the employee in a relationship as a couple on a genuine domestic basis; and

(b) includes a former de facto partner of the employee; or

iii. a child or an adult child (inc an adopted child, a step child, a foster child or ex-nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto partner of the employee.

37.3.4.2.2 a member of the employees household.

(a) "household" means a family group living in the same domestic dwelling.

## 37.5 Unpaid Leave for Family Purpose

An employee may elect, with the consent of UniCentre, to take unpaid leave for the purpose of providing care and support to a class of person set out in 37.3.4 above who is ill or injured.

## 38. SPECIAL SICK LEAVE

38.1 A maximum of 40 days in total paid special sick leave may be granted in the course of employment, at the discretion of UniCentre, to a staff member who is terminally or critically ill or incapacitated on an extended period of leave. Special sick leave may only be granted after normal personal leave is exhausted. Special sick leave is non accumulative.

### **39. COMPASSIONATE LEAVE**

- 39.1 An employee, other than a casual employee, shall be entitled to up to three days compassionate leave on each occasion without deduction of pay in the following circumstances
- 39.1.1 for the purposes of spending time with a person who;
- (a) is a member of the employee's immediate family or a member of the employee's household; and
  - (b) has a personal illness, or injury, that poses a serious threat to his or her life; or
  - (c) after the death of a member of the employees immediate family or a member of the employee's household as prescribed in clause 39.3.4.
- 39.2 The employee must notify UniCentre as soon as practicable of the intention to take compassionate leave and will, if required by UniCentre provide to their satisfaction proof of illness or death.
- 39.3 Compassionate leave shall be available to the employee in respect to the death of a person prescribed for the purposes of Personal/Carer's Leave in 37.3.4, provided that for the purpose of compassionate leave, the employee need not have been responsible for the care of the person concerned.
- 39.4 An employee shall not be entitled to compassionate leave under this clause during any period in respect of which the employee has already been granted other leave.
- 39.5 Compassionate leave may be taken in conjunction with other leave available to the employee. In determining such a request UniCentre will give consideration to the circumstances of the employee and the reasonable operational requirements of the business.

### **40. BLOOD DONOR LEAVE**

If an employee wishes to donate blood, the employee may do so during working hours without the loss of pay provided that;

- 40.1 The time and day selected meet with the UniCentre's convenience and does not unduly disrupt UniCentre operations.
- 40.2 The employee is able to donate blood at a place within 5 walking minutes of the workplace on main campus.
- 40.3 The employee must provide UniCentre proof that they have donated blood: and
- 40.4 This entitlement is limited to a maximum of 2 hours on no more than 3 occasions in any one year of employment.



## **41. EMERGENCY SERVICES LEAVE**

### **41.1 Entitlement**

- 41.1.1 A full-time or part time employee, involved in recognised voluntary services including SES and fire fighting shall be entitled to paid time off to attend emergency situations which may affect the community as a whole.
- 41.1.2 Paid time off for attendance at emergencies in the local area shall not be unreasonably restricted nor accessed, and shall be limited to a maximum of 3 days per situation.
- 41.1.3 Paid time off for attendance to emergencies that are not local shall be limited to a maximum of 2 days per annum, but may be increased, and depending on the nature of the emergency (eg: major bush fire) subject to UniCentre's approval.

### **41.2 Proof of attendance**

To receive payment, an employee shall provide the UniCentre proof of attendance at the emergency situation.

## **42. NATURAL DISASTER LEAVE**

- 42.1 Where a "yellow alert" is announced for cyclones or where flooding or fires pose a genuine threat to an employee's property or creates a need for an employee to care for their children, employees will be permitted to leave work or arrive as soon as possible.
- 42.2 In such circumstances, employees will be able to access up to 3 days per year, non-cumulative paid leave and return to work as soon as able.

## **43. DEFENCE FORCE LEAVE**

- 43.1 A full time or part time employee shall be allowed leave of up to 2 weeks maximum per calendar year to attend Defence Forces Reserve approved training camps.
- 43.2 During such leave full time or part time employees who are required to attend full time training shall be paid an amount equal to the difference between the payment received in respect of their attendance at the camp and the amount of ordinary time earnings they would have received for working ordinary time for that period.
- 43.3 To receive payment an employee shall provide UniCentre proof of attendance, proof of Defence Forces Reserve rate of pay and total payment received for the time spent in training.
- 43.4 Employees seeking to take Defence Force Service leave must provide notice to UniCentre at least one month prior to the period of training. The notice should detail the start and finish dates for the training.

43.5 Ordinary time earnings for the purposes of this clause does not include other allowances, penalty payments and overtime payments as provided for in this agreement.

#### **44. JURY SERVICE**

44.1 A full-time or part-time employee shall be paid for up to 10 days of absence during any period when required to attend for jury service.

44.2 An employee shall be required to produce to UniCentre proof of jury service and proof of requirement to attend and attendance on jury service and shall give UniCentre notice of such requirement as soon as practicable after receiving notification to attend for jury service.

### **Part 7 Miscellaneous**

#### **45. PROFESSIONAL DEVELOPMENT, TRAINING AND PLANNING:**

45.1 Employees are responsible for ensuring that they are aware of new developments in early childhood education. However, the parties recognise that continuing professional development of childcare staff is a joint responsibility of both UniCentre and the employee.

45.2 UniCentre may request an employee attend any course in and/or after hours relating to professional development, training and planning. An employee cannot unreasonably refuse to attend such courses, provided that payment or TIL is offered or the employee is rostered to attend the training within normal hours.

#### **46. FIRST AID, ASTHMA AND ANAPHYLAXIS TRAINING**

46.1 Employees who are required to obtain and maintain approved first aid, asthma and anaphylaxis qualifications will be granted paid leave to attend these courses, or when a course is in the employees own time, staff will receive time in lieu at ordinary rates for course attendance time.

46.2 Staff will make every effort to attend programmed training of courses, the cost of these courses will be met by the employer. In the event the employee is unable to attend the scheduled training, the employer will provide opportunities to attend alternative training available.

#### **47. MEETINGS AND ACTIVITIES**

47.1 An employee may be required to attend up to a maximum of two hours per month for the purpose of staff meetings, training and other duties not including the supervision of children. Such hours accrued will be taken as TIL in accordance with Clause 31 - Time In Lieu of Overtime. Part time employees may be required to attend the same meetings outside of ordinary hours on a pro rata basis.

47.2 Any hours required to be worked in excess of those specified above will be paid in accordance with the overtime clause contained in this agreement.

**48 SAVINGS**

- 48.1 Except by agreement, no existing full-time, part-time or casual employee will be made a sessional employee.
- 48.2 An employee employed at the time of making this agreement receiving a greater level of personal leave than that contained in Clause 33 of this agreement shall retain their current level of personal leave accrued entitlement.

**49. EXHIBITION OF AGREEMENT IN WORKPLACE**

- 49.1 UniCentre will make this agreement accessible to employees through the UniCentre Employee Website or hard copy upon request.

**50. UNION MATTERS**

- 50.1 UniCentre will provide space on notice boards for Union business.

**51. SIGNATORIES**

\_\_\_\_\_  
Mike Gillmore  
General Manager  
Signed on behalf of  
Wollongong UniCentre Ltd  
GWYNNEVILLE NSW 2500

\_\_\_\_\_  
Date

\_\_\_\_\_  
John Quessy  
General Secretary  
Signed on behalf of  
Independent Education Union (NSW/ACT Branch)  
176 Day Street  
SYDNEY NSW 2001

\_\_\_\_\_  
Date

\_\_\_\_\_  
Rebecca Reilly  
Branch President  
Signed on behalf of  
United Voice - NSW Branch  
Level 7, 187 Thomas Street  
MAYMARKET NSW 2150

\_\_\_\_\_  
Date

## SCHEDULE A - MONETARY RATES

TABLE 1 - RATES OF PAY

The following minimum rates shall apply from the beginning of the first full pay period specified in each column respectively:

		Mar-12 3.00%			Sep-12 2.00%			Mar-13 1.50%			Sep-13 1.00%		
CHILDCARE WORKERS	Level 1	HR	WK	PA	HR	WK	PA	HR	WK	PA	HR	WK	PA
CCSupport	1.1	17.05	648.08	33700	17.40	661.04	34374	17.66	670.95	34890	17.83	677.66	35239
CCW Support Qlf Cook	1.2	17.84	677.90	35251	18.20	691.46	35956	18.47	701.83	36495	18.65	708.85	36860
	Level 2												
CCW	2.1	19.33	734.45	38191	19.71	749.14	38955	20.01	760.38	39540	20.21	767.98	39935
	2.2	19.47	739.87	38473	19.86	754.67	39243	20.16	765.99	39832	20.36	773.65	40230
	2.3	19.61	745.30	38755	20.01	760.20	39531	20.31	771.61	40124	20.51	779.32	40525
	Level 3												
CCW Advanced	3.1	19.94	757.69	39400	20.34	772.85	40188	20.64	784.44	40791	20.85	792.28	41199
	3.2	20.11	764.28	39742	20.51	779.56	40537	20.82	791.26	41145	21.03	799.17	41557
	3.3	20.51	779.39	40528	20.92	794.97	41339	21.23	806.90	41959	21.45	814.97	42378
	3.4	21.12	802.63	41737	21.54	818.68	42571	21.87	830.96	43210	22.09	839.27	43642
	Level 4												
CCW Advanced Qual	4.1	21.47	815.81	42422	21.90	832.12	43270	22.23	844.61	43919	22.45	853.05	44359
	4.2	23.37	888.24	46188	23.84	906.00	47112	24.20	919.59	47819	24.44	928.79	48297
	4.3	24.44	928.91	48303	24.93	947.49	49269	25.31	961.70	50008	25.56	971.32	50509
	4.4	25.62	973.46	50620	26.13	992.93	51632	26.52	1007.82	52407	26.79	1017.90	52931
	Level 5												
Coordinator	5.1	28.06	1066.43	55454	28.63	1087.75	56563	29.05	1104.07	57412	29.35	1115.11	57986
TEACHERS													
3 year trained	1	23.37	888.18	46186	23.84	905.95	47109	24.20	919.54	47816	24.44	928.73	48294
	2	24.49	930.78	48400	24.98	949.39	49368	25.36	963.63	50109	25.61	973.27	50610
	3	25.71	976.99	50803	26.22	996.53	51819	26.62	1011.47	52597	26.88	1021.59	53123
	4	26.83	1019.54	53016	27.37	1039.93	54077	27.78	1055.53	54888	28.05	1066.09	55437
	5	27.98	1063.38	55296	28.54	1084.65	56402	28.97	1100.92	57248	29.26	1111.92	57820
	6	29.27	1112.40	57845	29.86	1134.65	59002	30.31	1151.67	59887	30.61	1163.19	60486
	7	29.98	1139.32	59245	30.58	1162.11	60430	31.04	1179.54	61336	31.35	1191.34	61949
	8	30.67	1165.44	60603	31.28	1188.75	61815	31.75	1206.58	62742	32.07	1218.65	63370
	9	31.84	1210.04	62922	32.48	1234.24	64181	32.97	1252.76	65143	33.30	1265.29	65795
	10	33.06	1256.25	65325	33.72	1281.38	66632	34.23	1300.60	67631	34.57	1313.61	68307
	11	33.92	1288.80	67018	34.59	1314.58	68358	35.11	1334.30	69383	35.46	1347.64	70077
4 year trained	1	24.77	941.22	48944	25.26	960.05	49923	25.64	974.45	50671	25.90	984.19	51178
	2	26.22	996.27	51806	26.74	1016.20	52842	27.14	1031.44	53635	27.41	1041.76	54171
5 year trained starts here	3	27.62	1049.72	54585	28.18	1070.71	55677	28.60	1086.77	56512	28.89	1097.64	57077
	4	29.17	1108.38	57636	29.75	1130.55	58789	30.20	1147.51	59670	30.50	1158.98	60267
	5	30.77	1169.31	60804	31.39	1192.70	62020	31.86	1210.59	62951	32.18	1222.70	63580
	6	31.84	1210.04	62922	32.48	1234.24	64181	32.97	1252.76	65143	33.30	1265.29	65795
	7	33.06	1256.25	65325	33.72	1281.38	66632	34.23	1300.60	67631	34.57	1313.61	68307
	8	34.43	1308.49	68042	35.12	1334.66	69402	35.65	1354.68	70443	36.01	1368.23	71148
	9	35.77	1359.12	70674	36.48	1386.30	72088	37.03	1407.10	73169	37.40	1421.17	73901

TABLE 2 – ALLOWANCES

<b>Type</b>	<b>Mar 2012</b>	<b>Sep 2012</b>	<b>Mar 2013</b>	<b>Sep 2013</b>
Split Shift Allowance	\$15.00 p/day	\$15.52 p/day	\$15.75 p/day	\$15.91 p/day
Directors Allowance	\$7,205 pa	\$7,385 pa	\$7,496 pa	\$7,571 pa

## **SCHEDULE B – TRAINING WAGE**

### **D.1 Title**

This is the *National Training Wage Schedule*.

### **D.2 Definitions**

In this schedule:

**adult trainee** is a trainee who would qualify for the highest minimum wage in Wage Level A, B or C if covered by that wage level

**approved training** means the training specified in the training contract

**Australian Qualifications Framework (AQF)** is a national framework for qualifications in post - compulsory education and training

out of school refers only to periods out of school beyond Year 10 as at the first of January in each year and is deemed to:

(a) include any period of schooling beyond Year 10 which was not part of or did not contribute to a completed year of schooling;

(b) include any period during which a trainee repeats in whole or part a year of schooling beyond Year 10; and

(c) not include any period during a calendar year in which a year of schooling is completed

**relevant State or Territory training authority** means the bodies in the relevant State or Territory which exercise approval powers in relation to traineeships and register training contracts under the relevant State or Territory vocational education and training legislation

**relevant State or Territory vocational education and training legislation** means the following or any successor legislation:

New South Wales: *Apprenticeship and Traineeship Act 2001*;

**trainee** is an employee undertaking a traineeship under a training contract

**traineeship** means a system of training which has been approved by the relevant State or Territory training authority, which meets the requirements of a training package developed by the relevant Industry Skills Council and endorsed by the National Quality Council, and which leads to an AQF certificate level qualification

**training contract** means an agreement for a traineeship made between an employer and an employee which is registered with the relevant State or Territory training authority

**training package** means the competency standards and associated assessment guidelines for an AQF certificate level qualification which have been endorsed for an industry or enterprise by the National Quality Council and placed on the National Training Information Service with the approval of the Commonwealth, State and Territory Ministers responsible for vocational education and training, and includes any relevant replacement training package

**year 10** includes any year before Year 10

### **D.3 Coverage**

D.3.1 Subject to clauses D.3.2 to D.3.6 of this schedule, this schedule applies in respect of an employee covered by this Agreement who is undertaking a traineeship whose training package and AQF certificate level is allocated to a wage level by Appendix A1 to this schedule or by clause D.5.4 of this schedule.

D.3.2 This schedule only applies to AQF Certificate Level IV traineeships for which a relevant AQF Certificate Level III traineeship is listed in Appendix A1 to this schedule.

D.3.3 This schedule does not apply to the apprenticeship system or to any training program which applies to the same occupation and achieves essentially the same training outcome as an existing apprenticeship in an award as at 25 June 1997.

D.3.4 This schedule does not apply to qualifications not identified in training packages or to qualifications in training packages which are not identified as appropriate for a traineeship.

D.3.5 Where the terms and conditions of this schedule conflict with other terms and conditions of this award dealing with traineeships, the other terms and conditions of this Agreement prevail.

D.3.6 At the conclusion of the traineeship, this schedule ceases to apply to the employee.

### **D.4 Types of Traineeship**

The following types of traineeship are available under this schedule:

D.4.1 a full - time traineeship based on 38 ordinary hours per week, with 20% of ordinary hours being approved training; and

D.4.2 a part - time traineeship based on less than 38 ordinary hours per week, with 20% of ordinary hours being approved training solely on - the - job or partly on - the - job and partly off - the - job, or where training is fully off - the - job.

### **D.5 Minimum Wages**

D.5.1 Minimum wages for full - time traineeships

**The trainee wage rates in this schedule will increase in line with percentage increases and timeline as detailed in clause 16.4 of this agreement.**

**(a) Wage Level A**

Subject to clause D.5.3 of this schedule, the minimum wages for a trainee undertaking a full - time AQF Certificate Level I-III traineeship whose training package and AQF certificate levels are allocated to Wage Level A by Appendix A1 are:

	Highest year of schooling completed		
	Year 10 per week	Year 11 per week	Year 12 per week
	\$	\$	\$
School leaver	266.24	293.28	349.44
Plus 1 year out of school	293.28	349.44	406.64
Plus 2 years out of school	349.44	406.64	473.2
Plus 3 years out of school	406.64	473.2	541.84
Plus 4 years out of school	473.2	541.84	
Plus 5 or more years out of school	541.84		

**(b) Wage Level B**

Subject to clause D.5.3 of this schedule, the minimum wages for a trainee undertaking a full - time AQF Certificate Level I-III traineeship whose training package and AQF certificate levels are allocated to Wage Level B by Appendix A1 are:

	Highest year of schooling completed		
	Year 10 per week	Year 11 per week	Year 12 per week
	\$	\$	\$
School leaver	266.24	293.28	340.08
Plus 1 year out of school	293.28	340.08	391.04
Plus 2 years out of school	340.08	391.04	458.64
Plus 3 years out of school	391.04	458.64	523.12
Plus 4 years out of school	458.64	523.12	
Plus 5 or more years out of school	523.12		

**(c) Wage Level C**

Subject to clause D.5.3 of this schedule, the minimum wages for a trainee undertaking a full - time AQF Certificate Level I-III traineeship whose training package and AQF certificate levels are allocated to Wage Level C by Appendix A1 are:

Highest year of schooling completed



	Year 10 per week \$	Year 11 per week \$	Year 12 per week \$
School leaver	266.24	293.28	340.08
Plus 1 year out of school	293.28	340.08	382.72
Plus 2 years out of school	340.08	382.72	427.44
Plus 3 years out of school	382.72	427.44	476.32
Plus 4 years out of school	427.44	476.32	
Plus 5 or more years out of school	476.32		

**(d) AQF Certificate Level IV traineeships**

(i) Subject to clause D.5.3 of this schedule, the minimum wages for a trainee undertaking a full - time AQF Certificate Level IV traineeship are the minimum wages for the relevant full - time AQF Certificate Level III traineeship with the addition of 3.8% to those minimum wages.

(ii) Subject to clause D.5.3 of this schedule, the minimum wages for an adult trainee undertaking a full - time AQF Certificate Level IV traineeship are as follows, provided that the relevant wage level is that for the relevant AQF Certificate Level III traineeship:

Wage level	First year of traineeship per week \$	Second and subsequent years of traineeship per week \$
Wage Level A	562.64	584.48
Wage Level B	542.88	563.68
Wage Level C	494	512.72

**D.5.2 Minimum wages for part - time traineeships**

**(a) Wage Level A**

Subject to clauses D.5.2(f) and D.5.3 of this schedule, the minimum wages for a trainee undertaking a part - time AQF Certificate Level I-III traineeship whose training package and AQF certificate levels are allocated to Wage Level A by Appendix A1 are:

	Highest year of schooling completed		
	Year 10 per hour \$	Year 11 per hour \$	Year 12 per hour \$
School leaver	8.76	9.65	11.49
Plus 1 year out of school	9.65	11.49	13.37
Plus 2 years out of school	11.49	13.37	15.57
Plus 3 years out of school	13.37	15.57	17.83
Plus 4 years out of school	15.57	17.83	
Plus 5 or more years out of school	17.83		

**(b) Wage Level B**

Subject to clauses D.5.2(f) and D.5.3 of this schedule, the minimum wages for a trainee undertaking a part - time AQF Certificate Level I-III traineeship whose training package and AQF certificate levels are allocated to Wage Level B by Appendix A1 are:

	Highest year of schooling completed		
	Year 10 per hour	Year 11 per hour	Year 12 per hour
	\$	\$	\$
School leaver	8.76	9.65	11.19
Plus 1 year out of school	9.65	11.19	12.86
Plus 2 years out of school	11.19	12.86	15.09
Plus 3 years out of school	12.86	15.09	17.21
Plus 4 years out of school	15.09	17.21	
Plus 5 or more years out of school	17.21		

**(c) Wage Level C**

Subject to clauses D.5.2(f) and D.5.3 of this schedule, the minimum wages for a trainee undertaking a part - time AQF Certificate Level I-III traineeship whose training package and AQF certificate levels are allocated to Wage Level C by Appendix A1 are:

	Highest year of schooling completed		
	Year 10 per hour	Year 11 per hour	Year 12 per hour
	\$	\$	\$
School leaver	8.76	9.65	11.19
Plus 1 year out of school	9.65	11.19	12.59
Plus 2 years out of school	11.19	12.59	14.06
Plus 3 years out of school	12.59	14.06	15.67
Plus 4 years out of school	14.06	15.67	
Plus 5 or more years out of school	15.67		

**(d) School - based traineeships**

Subject to clauses D.5.2(f) and D.5.3 of this schedule, the minimum wages for a trainee undertaking a school - based AQF Certificate Level I-III traineeship whose training package and AQF certificate levels are allocated to Wage Levels A, B or C by Appendix A1 are as follows when the trainee works ordinary hours:

Year of schooling	
Year 11 or lower per hour	Year 12 per hour
\$	\$

**(e) AQF Certificate Level IV traineeships**

(i) Subject to clauses D.5.2(f) and D.5.3 of this schedule, the minimum wages for a trainee undertaking a part - time AQF Certificate Level IV traineeship are the minimum wages for the relevant part - time AQF Certificate Level III traineeship with the addition of 3.8% to those minimum wages.

(ii) Subject to clauses D.5.2(f) and D.5.3 of this schedule, the minimum wages for an adult trainee undertaking a part - time AQF Certificate Level IV traineeship are as follows, provided that the relevant wage level is that for the relevant AQF Certificate Level III traineeship:

Wage level	First year of traineeship	Second and subsequent years of traineeship
	per hour	per hour
	\$	\$
Wage Level A	18.51	19.23
Wage Level B	17.86	18.54
Wage Level C	16.26	16.87

**(f) Calculating the actual minimum wage**

(i) Where the full - time ordinary hours of work are not 38 or an average of 38 per week, the appropriate hourly minimum wage is obtained by multiplying the relevant minimum wage in clauses D.5.2(a)-(e) of this schedule by 38 and then dividing the figure obtained by the full - time ordinary hours of work per week.

(ii) Where the approved training for a part - time traineeship is provided fully off - the - job by a registered training organisation, for example at school or at TAFE, the relevant minimum wage in clauses D.5.2(a)-(e) of this schedule applies to each ordinary hour worked by the trainee.

(iii) Where the approved training for a part - time traineeship is undertaken solely on - the - job or partly on - the - job and partly off - the - job, the relevant minimum wage in clauses D.5.2(a)-(e) of this schedule minus 20% applies to each ordinary hour worked by the trainee.

**D.5.3 Other minimum wage provisions**

(a) An employee who was employed by the employer immediately prior to becoming a trainee with that employer must not suffer a reduction in their minimum wage per week or per hour by virtue of becoming a trainee. Casual loadings will be disregarded when determining whether the employee has suffered a reduction in their minimum wage.

(b) If a qualification is converted from an AQF Certificate Level II to an AQF Certificate Level III traineeship, or from an AQF Certificate Level III to an AQF Certificate Level IV traineeship, then the trainee must be paid the next highest minimum wage

provided in this schedule, where a higher minimum wage is provided for the new AQF certificate level.

#### **D.5.4 Default wage rate**

The minimum wage for a trainee undertaking an AQF Certificate Level I-III traineeship whose training package and AQF certificate level are not allocated to a wage level by Appendix A1 is the relevant minimum wage under this schedule for a trainee undertaking an AQF Certificate to Level I-III traineeship whose training package and AQF certificate level are allocated to Wage Level B.

#### **D.6 Employment conditions**

D.6.1 A trainee undertaking a school - based traineeship may, with the agreement of the trainee, be paid an additional loading of 25% on all ordinary hours worked instead of paid annual leave, paid personal/carer's leave and paid absence on public holidays, provided that where the trainee works on a public holiday then the public holiday provisions of this Agreement apply.

D.6.2 A trainee is entitled to be released from work without loss of continuity of employment and to payment of the appropriate wages to attend any training and assessment specified in, or associated with, the training contract.

D.6.3 Time spent by a trainee, other than a trainee undertaking a school - based traineeship, in attending any training and assessment specified in, or associated with, the training contract is to be regarded as time worked for the employer for the purposes of calculating the trainee's wages and determining the trainee's employment conditions.

D.6.4 Subject to clause D.3.5 of this schedule, all other terms and conditions of this Agreement apply to a trainee unless specifically varied by this schedule.

## Appendix A1: Allocation of Traineeships to Wage Levels

The wage levels applying to training packages and their AQF certificate levels are:

### D1.1 Wage Level A

Training package	AQF certificate level
<b>Aeroskills</b>	<b>II</b>
<b>Aviation</b>	<b>I</b> <b>II</b> <b>III</b>
<b>Beauty</b>	<b>III</b>
<b>Business Services</b>	<b>I</b> <b>II</b> <b>III</b>
<b>Chemical, Hydrocarbons and Refining</b>	<b>I</b> <b>II</b> <b>III</b>
<b>Civil Construction</b>	<b>III</b>
<b>Coal Training Package</b>	<b>II</b> <b>III</b>
<b>Community Services</b>	<b>II</b> <b>III</b>
<b>Construction, Plumbing and Services Integrated Framework</b>	<b>I</b> <b>II</b> <b>III</b>
<b>Correctional Services</b>	<b>II</b> <b>III</b>
<b>Drilling</b>	<b>II</b> <b>III</b>
<b>Electricity Supply Industry— Generation Sector</b>	<b>II</b> <b>III (in Western Australia only)</b>
<b>Electricity Supply Industry— Transmission, Distribution and Rail</b>	<b>II</b>

<b>Sector</b>	
<b>Electrotechnology</b>	<b>I</b> <b>II</b> <b>III (in Western Australia only)</b>
<b>Financial Services</b>	<b>I</b> <b>II</b> <b>III</b>
<b>Floristry</b>	<b>III</b>
<b>Food Processing Industry</b>	<b>III</b>
<b>Gas Industry</b>	<b>III</b>
<b>Information and Communications Technology</b>	<b>I</b> <b>II</b> <b>III</b>
<b>Laboratory Operations</b>	<b>II</b> <b>III</b>
<b>Local Government (other than Operational Works Cert I and II)</b>	<b>I</b> <b>II</b> <b>III</b>
<b>Manufactured Mineral Products</b>	<b>III</b>
<b>Manufacturing</b>	<b>I</b> <b>II</b> <b>III</b>
<b>Maritime</b>	<b>I</b> <b>II</b> <b>III</b>
<b>Metal and Engineering (Technical)</b>	<b>II</b> <b>III</b>
<b>Metalliferous Mining</b>	<b>II</b> <b>III</b>
<b>Museum, Library and Library/Information Services</b>	<b>II</b> <b>III</b>
<b>Plastics, Rubber and Cablemaking</b>	<b>III</b>

<b>Public Safety</b>	<b>III</b>
<b>Public Sector</b>	<b>II</b> <b>III</b>
<b>Pulp and Paper Manufacturing Industries</b>	<b>III</b>
<b>Retail Services (including wholesale and Community pharmacy)</b>	<b>III</b>
<b>Telecommunications</b>	<b>II</b> <b>III</b>
<b>Textiles, Clothing and Footwear</b>	<b>III</b>
<b>Tourism, Hospitality and Events</b>	<b>I</b> <b>II</b> <b>III</b>
<b>Training and Assessment</b>	<b>III</b>
<b>Transport and Distribution</b>	<b>III</b>
<b>Water Industry (Utilities)</b>	<b>III</b>

### D1.2 Wage Level B

Training package	AQF certificate level
<b>Animal Care and Management</b>	<b>I</b> <b>II</b> <b>III</b>
<b>Asset Maintenance</b>	<b>I</b> <b>II</b> <b>III</b>
<b>Australian Meat Industry</b>	<b>I</b> <b>II</b> <b>III</b>
<b>Automotive Industry Manufacturing</b>	<b>II</b> <b>III</b>
<b>Automotive Industry Retail, Service and Repair</b>	<b>I</b> <b>II</b>

	III
<b>Beauty</b>	II
<b>Caravan Industry</b>	II III
<b>Civil Construction</b>	I
<b>Community Recreation Industry</b>	III
<b>Entertainment</b>	I II III
<b>Extractive Industries</b>	II III
<b>Fitness Industry</b>	III
<b>Floristry</b>	II
<b>Food Processing Industry</b>	I II
<b>Forest and Forest Products Industry</b>	I II III
<b>Furnishing</b>	I II III
<b>Gas Industry</b>	I II
<b>Health</b>	II III
<b>Local Government (Operational Works)</b>	I II
<b>Manufactured Mineral Products</b>	I II
<b>Metal and Engineering (Production)</b>	II III



<b>Outdoor Recreation Industry</b>	I II III
<b>Plastics, Rubber and Cablemaking</b>	II
<b>Printing and Graphic Arts</b>	II III
<b>Property Services</b>	I II III
<b>Public Safety</b>	I II
<b>Pulp and Paper Manufacturing Industries</b>	I II
<b>Retail Services</b>	I II
<b>Screen and Media</b>	I II III
<b>Sport Industry</b>	II III
<b>Sugar Milling</b>	I II III
<b>Textiles, Clothing and Footwear</b>	I II
<b>Transport and Logistics</b>	I II
<b>Visual Arts, Craft and Design</b>	I II III
<b>Water Industry</b>	I II

### D1.3 Wage Level B

Training package	AQF certificate level
Agri-Food	I
Amenity Horticulture	I II III
Conservation and Land Management	I II III
Funeral Services	I II III
Music	I II III
Racing Industry	I II III
Rural Production	I II III
Seafood Industry	I II III