

WESTERN AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

INDUSTRIAL RELATIONS ACT, 1979

The Civil Service Association of Western
Australia Incorporated

- and -

Curriculum Council

(No. PSA AG 61 of 1998)

Curriculum Council Enterprise
Agreement 1998

20 May 1998

ORDER

HAVING heard Mr J. Ross on behalf of the Civil Service Association of Western Australia Incorporated and Mr S. Narula on behalf of Curriculum Council, and by consent, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders:

THAT the Curriculum Council Enterprise Agreement 1998 as filed in the Commission on the 18th day of May 1998 and as amended by the parties on the 20th day of May 1998 be registered on and from the 20th day of May 1998.

COMMISSIONER A.R. BEECH

SCHEDULE

1. - TITLE

This Agreement shall be known as the Curriculum Council Enterprise Agreement 1998.

2. - ARRANGEMENT

1. Title
2. Arrangement
3. Scope
4. Parties to the Agreement
5. Number of Employees Covered
6. Definitions
7. Date and Operation of Agreement
8. No Further Claims
9. Single Bargaining Unit
10. Relationship to Parent Award
11. Availability of Agreement
12. Dispute Resolution Procedure
13. Objectives and Principles
14. Productivity Measurement
15. Consultation
16. Salary Increases
17. Employee Funded Extra Leave
18. Part-Time Employment
19. Hours of Duty
20. Overtime
21. Annual Leave
22. Deferred Salary Scheme
23. Home Based Work
24. Long Service Leave
25. Study Leave
26. Parental Leave
27. Child Care Arrangement
28. Ceremonial/Cultural Leave
29. Family Leave
30. Bereavement Leave
31. Signatures of Parties to Agreement

Schedule A - Salaries - 28.5 hours per week

Schedule B - Home Based Work

3. - SCOPE

This Agreement shall apply to all Curriculum Council employees including Senior Executive Service employees working in the Curriculum Council who are members of or eligible to be members of the Union party to this Agreement.

4. - PARTIES TO THE AGREEMENT

This Agreement is made between the Curriculum Council and the Civil Service Association of Western Australia Incorporated.

5. - NUMBER OF EMPLOYEES COVERED

As at the date of registration the approximate number of employees who can be covered by this Agreement is 60.

6. - DEFINITIONS

In this Agreement, the following terms shall have the following meanings.

“Agreement”	means	The Curriculum Council Enterprise Agreement 1998.
“Council”	means	The Curriculum Council.
“Employee”	means	Someone who is referred to at Clause 3. - Scope of this Agreement.
“Employer”	means	Chief Executive Officer of the Council.
“Government”	means	The State Government of Western Australia.
“GOSAC”	means	<i>The Government Officers Salaries, Allowances and Conditions Award, 1989.</i>
“Minister”	means	The Minister or the Ministers of the Crown responsible for the administration of Curriculum Council.
“Metropolitan Area”	means	The area within a radius of fifty (50) kilometres from the Perth City Railway Station.
“SBU”	means	Single Bargaining Unit.
“Union”	means	Civil Service Association of Western Australia Incorporated.
“WAIRC”	means	The Western Australian Industrial Relations Commission

7. - DATE AND OPERATION OF AGREEMENT

- (1) This Agreement shall operate from the date of registration in the WAIRC and shall remain in force for/until (12 months from date of registration).
- (2) During the life of the Agreement the parties will continue to address a range of issues and reforms specifically aimed at increasing productivity. The parties agree that these issues will form the basis of future negotiations.
- (3) The pay quantum achieved as a result of this Agreement will remain and form the new base pay rates for future agreements or continue to apply in the absence of a further agreement, except where the award salary rate is higher in which case the award salary rate shall apply.
- (4) This Agreement will continue in force after the expiry of the term until such time as any of the parties withdraws from this Agreement by notification in writing to the other party and to the WAIRC or replaces this Agreement with a subsequent agreement.
- (5) The parties agree to commence negotiations on a new agreement at least 6 months prior to the expiration of this Agreement in order to complete negotiations two months prior to the expiration of this Agreement.

8. - NO FURTHER CLAIMS

The parties to this Agreement undertake that for the duration of this Agreement there shall be no further salary or wage increases sought or granted except for those provided under the terms of this Agreement.

9. - SINGLE BARGAINING UNIT

- (1) This Agreement has been negotiated through a SBU.
- (2) The SBU comprised of the Union party to this Agreement and the employer.
- (3) The parties will develop an agreed process for the implementation of the initiatives outlined in this Agreement.
- (4) The parties agree to meet as appropriate to:
 - (a) monitor;
 - (b) review;
 - (c) have input into the progress of the implementation of this Agreement; and
 - (d) actively share information.
- (5) Through the SBU the parties shall review the implementation of the Home Based Work. The Union shall be entitled to request and receive from the employer information statistics in relation to Home Based Work.

10. - RELATIONSHIP TO PARENT AWARD

This Agreement shall be read in conjunction with the *Government Officers Salaries, Allowances and Conditions Award 1989*. In the case of any inconsistencies, this Agreement shall have precedence to the extent of any inconsistencies.

11. - AVAILABILITY OF AGREEMENT

Every employee will be entitled to receive a copy of this Agreement. In addition, a copy or copies of this Agreement will be kept in an easily accessible place or places within the agency, and the location of the copies will be communicated to all employees.

12. - DISPUTE RESOLUTION PROCEDURE

This dispute settlement procedure will apply to any questions, disputes or difficulties that arise under this Agreement:

- (1) The Union representative and/or the employee/s concerned shall discuss the matters with the immediate supervisor in the first instance. An employee may be accompanied by a Union representative.
- (2) If the matter is not resolved within 7 working days following the discussion in accordance with subclause (1) of this clause the matter shall be referred by the Union representative or employee to the employer for resolution.
- (3) If the matter is not resolved within 7 working days of the Union representative's or employee's notification of the dispute to the employer, it may be referred by the Union or the employer to the WAIRC.

13. - OBJECTIVES AND PRINCIPLES

The shared objectives of the parties are:

- (1) To satisfy the requirements of clients and customers through the provision of reliable, efficient and competitive services;
- (2) To achieve the Curriculum Council mission and improve productivity and efficiency in the Curriculum Council through ongoing improvements;
- (3) To promote the development of trust and motivation and to continue to foster enhanced employee relations;
- (4) To promote participative decision making processes and practices;
- (5) To promote increased satisfaction from jobs and secure employment opportunities;
- (6) To develop and pursue changes on a co-operative basis by using participative practices.

14. - PRODUCTIVITY MEASUREMENT

- (1) The parties agree that the measurement and monitoring of productivity improvements provides critical feedback on the performance of Curriculum Council to management, employees and other relevant stakeholders.
- (2) The parties agree to assess organisational performance according to the extent to which the objectives of the Curriculum Council are achieved. The parties agree that performance indicators assist in the attainment of corporate goals in the interests of clients, employees, the Curriculum Council and the government on behalf of the community.
- (3) By 30 June 1998 the Curriculum Council agrees to provide the Union with details of the progress of the initiatives set out in subclause (6) of this clause.
- (4) Work patterns justifying a 6.1% increase.

The Parties agree to continue to work toward improving productivity by:

- (a) Working in teams where appropriate which will include the use of part-time and casual staff in the following areas:
 - (i) Student enrolments;
 - (ii) The processing of the Tertiary Entrance Examinations;
 - (iii) The management of the Vocational Programs with Education Officers in all portfolios accepting responsibility for the moderation of Vocational Courses.
 - (b) Education Officers will act as executive officers at Syllabus Committee meetings taking the minutes and ensuring actions resolved are carried out.
 - (c) Initiating a Tertiary Entrance Telephone Service from 8am to 8pm during the conduct of the Tertiary Entrance Examinations.
 - (d) Supporting management in all initiatives to ensure resources are maximised.
- (5) Further initiatives introduced to achieve a 2.5% increase are to continue to:
- (a) establish an overarching Curriculum Framework;

- (b) facilitate the meeting of community demands for Vocational Education;
 - (c) trial Certificates of Distinction;
 - (d) provide a corporate service to outside agencies including the provision of an Information Technology service;
 - (e) administer the new Financial Management System and the administration of the new Clockwork Payroll System.
- (6) A further 1% will be payable on the 1st day of July 1998 providing the following targets have been met.
- (a) The review of courses, with a view to breaking down barriers for disabled students, has reached its target in terms of a process being put in place which will enable Syllabus Committees to include an evaluation as part of their general reviews;
 - (b) smooth transition from the SEA to the Curriculum Council;
 - (c) a Continuous Improvement Plan, with measurable outcomes, having been developed, endorsed by the Curriculum Council and at least partially implemented;
 - (d) the further trialing of Certificates of Distinction, with a recommendation going to the Curriculum Council on future action.

15. - CONSULTATION

The parties are committed to working together to improve the business performance and working environment in the Curriculum Council. Whilst it is acknowledged by the parties that decisions will continue to be made by the employer, which is responsible and accountable to Government by statute for the effective and efficient operation of its business, the parties are committed to effective communication and agree, in particular, that:

- (1) Where the employer proposes to make changes likely to affect existing practises, working conditions or employment prospects of employees, the employees affected shall be notified by the employer as early as possible.
- (2) Employees will be involved in contributing to the efficiency and effectiveness of their workplace within policies and guidelines.

16. - SALARY INCREASES

Employees who elect to work a 38.5 hour week will be paid in accordance with Schedule A - Salaries of this Agreement. A second increase of 1% will be payable from the 1st day of July 1998, subject to the achievement of all targets.

17. - EMPLOYEE FUNDED EXTRA LEAVE

- (1) Upon application, an employee may be entitled to receive between 48 and 51 weeks pay spread over the full 52 weeks of the year, taking between 8 and 5 weeks leave instead of 4 weeks per year. (The employer will consider each application for Employee Funded Extra Leave on its individual merit.) The additional annual leave will not be able to be accrued. In the event that an employee is unable to take such leave, his/her salary will be adjusted at the completion of the twelve month period to take account of the fact that time worked through the year was not included in the salary.
- (2) The additional leave will not attract leave loading.

- (3) The employer will ensure that employees are advised of the need to take account of the impact on superannuation and taxation.

18. - PART-TIME EMPLOYMENT

- (1) This clause will be read in conjunction with Clause 9. - Part-Time Employment of GOSAC and shall replace subclause (1) of Clause 9. - Part-Time Employment of GOSAC.
- (2) Hours
- (a) Each permanent part-time arrangement shall be confirmed by the employer in writing and should include the following specifications:
- (i) the agreed period of the arrangement;
- (ii) the hours to be worked daily and weekly by the employee, including start and finishing times, which shall hereafter be referred to as “ordinary working hours”.
- (b) The number of hours worked by the part-time employee may be varied with agreement by both parties (either verbally or in writing).
- (c) Any variation will not incur penalties unless the hours so worked qualify for overtime penalties for a full-time employee as per the Overtime clause.

19. - HOURS OF DUTY

- (1) The ordinary hours of work shall be 38.5 hours per week.
- (2) All leave entitlements accrued by employees electing to work a 38.5 hour week shall be credited at the rate of 7.7 hours per day for the period worked under those arrangements.

20. - OVERTIME

- (1) The employer can require the employee to work reasonable overtime in order for the organisation to meet its objectives. Where possible the employer should give at least 24 hours notice. It is accepted however that this notice will not always be practicable. Time-in-lieu or a combination of payment and time in lieu will be negotiated wherever possible. However, where an employee requests, overtime will be paid.
- (2) Overtime worked Monday to Friday for employees levels 1 to 5 inclusive:
- (a) If overtime is cleared as time in lieu during the same working week it will be cleared as ordinary rates;
- (b) If overtime is not cleared as time in lieu during the same working week in which it was accrued, then it will be paid out or taken at time and one half rates.
- (3) Over time worked Monday to Friday for employees level 6 and above:
- (a) For employees working a 38.5 hour week all time worked in excess of 9 hours in any one day or 43.5 hours in any week - whichever is the greater calculation of overtime (Monday -Friday) will be subject to time off in lieu to be calculated at ordinary time (ie no penalty rates).

- (b) For employees working a 40 hour week all time worked in excess of 10 hours in any one day or 45 hours in any week - whichever is the greater calculation of overtime (Monday -Friday) will be subject to time off in lieu to be calculated at ordinary time (ie no penalty rates).
- (c) Time in lieu is to be cleared at a time agreed to by the employee and the employer.
- (4) Employees working a 38.5 hour week may accumulate 154 hours overtime to be taken as time in lieu or to be paid out at the end of the financial year, unless otherwise arranged with the employer.
- (5) All time worked on Saturdays will be paid at time and one half.

21. - ANNUAL LEAVE

Subject to Clause 19. - Annual Leave of GOSAC a loading on Annual Leave will be paid as follows:

- (1) All Annual Leave Loading, which will have accrued by 31 December 1998 is payable to employees in one lump sum payment on the first pay date in December.
- (2) From 1998 all Annual Leave Loading will be paid on the first pay period of December of the year in which it was accrued.

22. - DEFERRED SALARY SCHEME

- (1) With the written agreement of the employer, an employee may elect to receive, over a four year period, 80% of the salary they would otherwise be entitled to receive in accordance with this Agreement.
- (2) On completion of the fourth year, the employee will be entitled to 12 months' leave and will receive an amount equal to 80% of the salary they were entitled to in the fourth year of deferment.
- (3) Where employees complete four years of deferred salary and are not required to attend duty in the following year, the period of non attendance shall not constitute a break in service and shall count as service on a pro rata basis for all purposes.
- (4) An employee may withdraw from this scheme prior to completing a four year period by written notice. The employee will receive a lump sum payment of salary forgone to that time but will not be entitled to equivalent absence from duty.
- (5) Employees must provide written evidence that they have sought professional advice on the superannuating and taxation implications associated with the Deferred Salary Scheme

23. - HOME BASED WORK

The home based work arrangements as shown in Schedule B - Home Based Work of this Agreement shall apply for the life of this Agreement.

24. - LONG SERVICE LEAVE

Subject to Clause 21. - Long Service Leave (GOSAC) and to the employer's convenience, an employer may approve an employee's application to take a complete entitlement of long service leave on full pay or half pay, or, provided that all annual leave is cleared, may allow an employee to take the leave on a minimum of one weekly lots.

25. - STUDY LEAVE

First degree courses from the University of Notre Dame shall also be considered as approved courses of study.

26. - PARENTAL LEAVE

(1) Definitions

“employee” includes full-time, part-time, permanent and fixed term contract employees.

“replacement employee” is an employee specifically engaged to replace an employee proceeding on parental leave.

(2) Eligibility for Parental Leave

- (a) An employee is entitled to a period of up to 52 consecutive weeks parental leave in respect of the birth of a child to an employee or an employee’s spouse/partner.
- (b) Where the employee applying for the leave is the partner of a pregnant spouse, one weeks’ leave may be taken concurrently with parental leave taken by the pregnant employee.
- (c) Subject to paragraph (b) of this subclause where both partners are employed by the Council, the leave shall not be taken concurrently except under special circumstances and with the approval of the employer.
- (d) An employee seeking to adopt a child under the age of 5 years shall be entitled to three weeks parental leave at the placement of the child and a further period of parental leave up to 52 weeks. Where both partners are employed by the Council, the three week period may be taken concurrently
- (e) An employee seeking to adopt a child shall be entitled to two days unpaid leave for the employee to attend interviews or examination required for the adoption procedure. Employees working or residing outside the Perth metropolitan area are entitled to an extra additional days’ leave. The employee may take any paid leave entitlement in lieu of this leave.

(3) Other Leave Entitlements

- (a) An employee proceeding on parental leave may elect to substitute any part of that leave with accrued annual leave or long service leave for the whole or part of the parental leave.
- (b)
 - (i) Subject to all other leave entitlements being exhausted employees shall be entitled to apply for leave without pay following parental leave to extend their leave by up to two years.
 - (ii) Upon return to work employees will be entitled to the same position or a position equivalent in pay, conditions and status and commensurate with the employee’s skills and abilities as the one held immediately prior to commencement of leave.

- (iii) Any period of leave without pay must be applied for and approved in advance and will be granted on a year to year basis. Where both parents work for an agency the total period of leave without pay following parental leave will not exceed two years.
 - (c) An employee on parental leave is not entitled to sick leave.
 - (d) Should the birth or adoption result in other than the arrival of a child, the person concerned shall be entitled to such a period of paid sick leave unpaid leave for a period certified as necessary by a registered medical practitioner.
 - (e) Where a pregnant employee not on parental leave suffers illness related to the pregnancy or is required to undergo a pregnancy related medical procedure the employee may take any paid sick leave to which the employee is entitled or unpaid leave a period certified as necessary by a registered medical practitioner.
- (4) Notice and variation
- (a) An employee shall give not less than ten weeks' notice in writing of the date the employee proposes to commence parental leave stating the period of leave to be taken.
 - (b) An employee seeking to adopt a child shall not be in breach of paragraph (a) of this subclause by failing to give the required period of notice if such a failure is due to the requirement of the adoption agency to accept earlier or later placement of a child, or other compelling circumstances.
 - (c) An employee proceeding on parental leave may make application to take a shorter period of parental leave and may at any time during that period of leave make application to reduce or extend the period stated in the original application provided that four weeks' written notice is provided.
- (5) Transfer to a Safe Job
- Where illness or risks arising out of pregnancy or hazards connected with the work assigned to the employee make it inadvisable for the employee to continue in her present duties, the duties shall be modified or the employee may be transferred to a safe position at the same classification level until the commencement of the parental leave.
- (6) Replacement Employee
- Prior to engaging a replacement employee the Council shall inform the person of the temporary nature of employment and the entitlements relating to the return to work of the employee on parental leave.
- (7) Return to Work.
- (a) An employee shall confirm the intention to return to work by notice in writing to the employer not less than four weeks' prior to the expiration of parental leave.
 - (b) An employee on return to work from parental leave shall be entitled to the position which the employee occupied immediately prior to proceeding on parental leave. Where the employee was transferred to a safe job the employee is entitled to return to the position occupied immediately prior to the transfer.
 - (c) Where the position occupied by the employee no longer exists the employee shall be entitled to a position at the same classification level with duties similar to that of the abolished position

- (d) On application an employee may return on a part-time basis to the same position occupied prior to the commencement of leave or to a different position at the same classification level in accordance with the part-time provisions of this Agreement.
 - (e) An employee who has return to work on a part-time basis may revert to full-time work at the same classification level, within two years of the recommencement of work.
- (8) Effect of Leave on the Employment Contract
- (a) An employee employed for a fixed term contract shall have the same entitlement to parental leave, however, the period of leave granted shall not extend beyond the term of that contract.
 - (b) Absence on parental leave shall not break the continuity of service of an employee but shall not be taken into account in calculating the period of service for any other purpose under the relevant award or agreement.
 - (c) An employee on parental leave may terminate employment at any time during the period of leave by written notice in accordance with the relevant award or agreement.
 - (d) An employer shall not terminate the employment of an employee on the grounds of the employee's application for parental leave or absence on leave but otherwise the rights of the employer in respect of termination of employment are not affected.

27. - CHILD CARE ARRANGEMENTS

- (1) The employer recognises the needs of employees with family responsibilities and the right to address those responsibilities without conflict between work and home.
- (2) The parties are committed to the introduction of conditions of work that assist employees with family responsibilities effectively discharging both responsibilities.

28. - CEREMONIAL/CULTURAL LEAVE

- (1) An employee covered by this Agreement is entitled to time off without loss of pay for tribal/ceremonial/cultural purposes.
- (2) Leave shall include leave to meet the employees' customs, traditional law and to participate in ceremonial and cultural activities.
- (3) Ceremonial/cultural leave may be taken as whole or part days off. Each day or part thereof, may be deducted from annual leave entitlements.
- (4) The employer may request reasonable evidence of the legitimate need for the employee to be allowed time off.
- (5) With the approval of the Chief Executive Officer time off without pay may be granted for tribal/ceremonial/cultural purposes.
- (6) Ceremonial/cultural leave shall be available, but not limited to Aboriginal and Torres Strait Islanders.

29. - FAMILY LEAVE

- (1) For the purpose of this clause, the definition of family shall be the definition contained in the *Equal Opportunity Act, 1984*. That is, a person who is related to the employee by blood, marriage, affinity, adoption and includes a person who is wholly or mainly dependant on, or is a member of the household of, the employee.
- (2) Staff may take up to 5 days' of accrued sick leave per year to care for immediate family members who are sick.
- (3) An application for family leave exceeding two consecutive working days shall be supported by the certificate of a registered medical practitioner or, when the nature of the illness consists of a dental condition, by the certificate of a registered dentist.

30. - BEREAVEMENT LEAVE

A maximum of 3 days may be approved by the Chief Executive Officer for Bereavement Leave. The maximum will only be granted under special circumstances for example where the responsibility for funeral arrangements falls on the employee.

- (1) The entitlement to bereavement leave will be on the death of:
 - (a) the spouse or de facto spouse of an employee;
 - (b) the child or step-child of an employee;
 - (c) the parent or step-parent of an employee;
 - (d) any other person who, immediately before that person's death, lived with the employee as a member of the employee's family;
 - (e) siblings; or
 - (f) any other person as approved by the Chief Executive Officer.
- (2) Bereavement leave is not to be taken during a period of any other kind of leave.
- (3) An employee who claims to be entitled to paid leave under this clause is to provide to the employer, if so requested by the employer, evidence that would satisfy a reasonable person as to:-
 - (a) the death that is the subject of the leave sought; and
 - (b) the relationship of the employee to the deceased person.

It should be noted that short leave is not an option under the terms and condition of this Agreement

31. - SIGNATURES OF PARTIES TO THE AGREEMENT

Signatories

Signed for and on behalf of the
CURRICULUM COUNCIL

SIGNED

DATE:

18/05/98

PAUL ALBERT
CHIEF EXECUTIVE OFFICER

Signed for and on behalf of the

THE CIVIL SERVICE ASSOCIATION OF
WESTERN AUSTRALIA INCORPORATED

SIGNED

DATE:

18/05/85

DAVE ROBINSON
GENERAL SECRETARY

SCHEDULE A SALARIES38.5 HOURS PER WEEK

The annual salaries applicable to officers covered by this Agreement

(NB: * subject to DOPLAR approval of the achievement of initiatives as set out in subclause 6 of Clause 14. - Productivity Measurement)

LEVEL	20 May 1998	1 July 1998
	\$	\$
Level 1		
Under 17 Years	11,825	11,943
17 years	13,819	13,957
18 years	16,119	16,280
19 years	18,659	18,845
20 years	20,953	21,163
1st year of adult service	23,017	23,248
2nd year of adult service	23,727	23,964
3rd year of adult service	24,435	24,679
4th year of adult service	25,138	25,390
5th year of adult service	25,846	26,105
6th year of adult service	26,554	26,820
7th year of adult service	27,369	27,642
8th year of adult service	27,932	28,211
9th year of adult service	28,765	29,053
Level 2		
1st year	29,762	30,060
2nd year	30,527	30,832
3rd year	31,331	31,644
4th year	32,180	32,502
5th year	33,068	33,399
Level 3		
1st year	34,290	34,633
2nd year	35,241	35,594
3rd year	36,222	36,584
4th year	37,229	37,602
Level 4		
1st year	38,610	38,997
2nd year	39,692	40,089
3rd year	40,806	41,214
Level 5		
1st year	42,951	43,380
2nd year	44,400	44,844
3rd year	45,907	46,366
4th year	47,469	47,944

Level 6

1st year	49,983	50,482
2nd year	51,691	52,208
3rd year	53,459	53,994
4th year	55,347	55,901

Level 7

1st year	58,242	58,825
2nd year	60,246	60,848
3rd year	62,425	63,049

Level 8

1st year	65,967	66,627
2nd year	68,504	69,189
3rd year	71,650	72,367

Level 9

1st year	75,579	76,334
2nd year	78,234	79,017
3rd year	81,262	82,075

SCHEDULE BHOME BASED WORK

(1) Definitions

“Home based site” means a private dwelling agreed between the Council the employee and the relevant Union.

“Home based employee” means an employee at the home based site.

“Home based work” means regular performance of ordinary hours of duty at the home based site.

“Office Based site” means the location where the employee would ordinarily work if there were no home based work arrangement.

(2) Terms and Conditions

- (a) Terms and conditions contained in this clause will apply to an employee who is approved to perform his/her ordinary hours of duties or part thereof at a home based site.
- (b) The employee’s home based site will be deemed to be his/her headquarters for the purposes of payment of allowances and other arrangements.
- (c) The status of the home based employee will be identical to that of an office based employee. All relevant awards, agreements, policies and legislation shall apply and be binding.
- (d) The employee agrees to maintain an accurate record of hours worked including work carried out at the home based work site. The employee is to be contactable during periods in which home based work is carried out and available for communication with the employer.
- (e) The home based work site may be used for overtime provided that separate written agreement is reached prior to the commencement of overtime. Overtime hours of work will be agreed in writing and paid in accordance with the overtime provisions of this agreement. A copy of the written agreement will be held by both the employee and the employer for the period during which the overtime is carried out at the home based site.
- (f) Home based work will be on the basis that the employee spends a designated period of time agreed between the employer and the employee of his/her usual weekly hours of duty at the office based site.
- (g) The employer will be responsible for the provision and maintenance of Council equipment in a condition that complies with the Western Australian Occupational Health and Safety Act 1984 and the provision of supplies as set out in subclause 3 provided that the employer and the employee may agree on any alternative arrangements if appropriate. Such alternative arrangements must be recorded.
- (h) An employee in a home based work arrangement is prohibited from contracting out his/her work.
- (i) The employer shall ensure home based employees have the same opportunities for career development and training as office based employees. In particular:
 - (i) a home based employee will carry out such duties as are within the limits of the employee’s skill, competence and training and job description; and
 - (ii) an employee working at the home based site will be expected to undertake

appropriate work-related training, occupational health and safety training and staff development and shall receive notification of career and training opportunities available;

- (iii) such training may include change to work design, work organisation and technical developments in his/her field of employment; and
- (iv) such training should occur in work time, at either the office based site or in a recognised training centre.

(3) Initiation of and Approval for Home Based Work

- (a) A home based working arrangement will only be entered into on a voluntary basis which may be initiated by the employee. An employee may only initiate a proposal for home based work in respect of:
 - (i) that employee's substantive position, or
 - (ii) a position in which the employee is temporarily performing duties.
- (b) Each application for a home based work arrangement is to be considered on a case by case basis.
- (c) The parties acknowledge that a home based work arrangement will not be appropriate when an employee is on a return to work program, particularly a graduated return to work program following an injury as a result of work. Should it be considered appropriate to initiate a home based work arrangement in these circumstances the employer and employee must consult the employee's approved rehabilitation provider prior to commencing such an arrangement.
- (d) A home based work arrangement is not a substitute for dependant care. The employer has the responsibility to ensure the home based work arrangement is appropriate to the employee's domestic circumstances.
- (e) The employer agrees to advise the employee that it is his/her responsibility to assess the personal implications of commencing home based work with respect to taxation, insurances, leasing or mortgage arrangements.

(4) Requirements for approval

- (a) Before approval can be given for a home based work arrangement to commence, the Council and the employee must agree to the following matters:
 - (i) The address, telephone number, facsimile number and E-mail address of the home based site.
 - (ii) The duties to be performed.
 - (iii) The days and hours of duty at the office based site and at the home based site.
 - (iv) Duration of the arrangement and agreed period of notice for purposes of terminating the arrangement.
 - (v) The specific facilities to be used at the home based site.
 - (vi) The method of disseminating Council communication bulletins to the home based employee where access to that information may be reduced.

- (vii) Methods of measuring work performance, provided that systems-based automated work measurements will not be used as the sole means for determining or monitoring individual work performance.
 - (viii) Details of the Council assets and supplies to be used at the home based site, including maintenance arrangements.
 - (ix) Details of employee's assets and supplies to be used at the home based site for official use, including maintenance and insurance coverage.
 - (x) Details of work space and facilities to be provided when the employee attends the office based site.
 - (xi) Any alterations to the workplace and facilities that may be required resulting from Occupation Health and Safety legislation.
- (b) All matters listed in subclause 3(I) above and the matters listed hereunder shall be recorded:
- (i) The employee's name.
 - (ii) The employee's position indicating whether it is the employee's substantive position.
 - (iii) The name and position of the employee's supervisor.
 - (iv) The employee's division/branch/Council/area/centre.
 - (v) Agreed security measures and Occupational Health and Safety requirements.

(5) Job Characteristics Not Considered Appropriate for Home Based Work

- (a) Employees performing the duties of a position where the position could be described as having at least one of the following characteristics will not be considered for home based work:
- (i) the position requires a high degree of supervision or close scrutiny;
 - (ii) the position requires a direct client face to face contact on a frequent basis without the option of easily rescheduling;
 - (iii) the position does not lend itself to objective performance monitoring of outcomes;
 - (iv) the position requires the occupant to be a member of a team and that regular direct face to face contact on a daily basis with other team members at the office based site is an integral part of the job's responsibilities; or
 - (v) the position has other characteristics which the relevant Union and the employer have agreed are unsuitable for home based work.

(6) Access Arrangements

- (a) The parties acknowledge that management or management representatives will from time to time need to obtain access to a home based site and that the relevant Union may also wish to visit a member while he or she is working from a home based site. The parties also acknowledge that only management will require urgent access

which will only be granted under terms of this clause.

- (b) The parties also acknowledge that the consent of the home based employee is required before access can be obtained to a home based work site.
- (c) Unless urgent access is required to a home based work site, or the home based work employee agrees otherwise, on a case by case basis work employee must be given at least two clear days notice of any persons' intention to physically enter to the home based work site. Neither management nor Unions will apply pressure to reduce this notice period.
- (d) The purposes for which management may require urgent access to a home based work site are:
 - (i) maintenance of faulty equipment;
 - (ii) occupational health and safety purposes;
 - (iii) urgent security and audit purposes; and
 - (iv) other purposes agreed between the employer and the relevant Union.
- (e) The purpose for which non-urgent access may be sought include but are not limited to:
 - (i) routine maintenance of equipment and supplies;
 - (ii) assessing and monitoring security arrangements of equipment and documents;
 - (iii) routine occupational health and safety assessments;
 - (iv) access by Union to member where office based site access would not be adequate; and
 - (v) supervision where office based supervision would not be adequate.

(7) Termination and Renegotiation

- (a) In the event of renegotiation as a result of the commencement of a return to work program the employee's approved rehabilitation provider must be consulted.
- (b) A home based working agreement may be:
 - (i) altered or discontinued by agreement at the request of the employer or the employee, provided that neither party will unreasonably withhold agreement to alter or discontinue the arrangement;
 - (ii) terminated by the employer due to operational requirements after the period of four weeks' notice including where the employee unreasonably withholds consent with respect to access by management or management representative in accordance with subclause (6);
 - (iii) terminated by the employer on grounds of inefficiency of the arrangements after four weeks' notice; or
 - (iv) terminated by the employer in the event of failure to comply with Occupational health and Safety or security arrangements as outlined in subclause (6).

- (c) Where an arrangement is terminated in accordance with this sub-clause the employee will be provided with written reasons at the time when the notice is given. In accordance with the principles of natural justice, the employee shall be given 2 weeks to reply to the written reasons and the employer will give due consideration to any response provided.