

The Burgmann Anglican School Early Learning Agreement 2023



PART A – APPLICATION AND OPERATION

1. Title

This Agreement shall be known as *The Burgmann Anglican School Early Learning Agreement 2023*.

2. Arrangement

This Agreement is arranged as follows:

PART A – APPLICATION AND OPERATION

1. Title
2. Arrangement
3. Definitions
4. Scope and Parties Bound
5. Commencement Date of Agreement and Period of Operation
6. Savings Clause

PART B – DISPUTE RESOLUTION

7. Disputes Procedures

PART C – CLASSIFICATIONS, RATES OF PAY AND RELATED MATTERS

8. Classifications and Rates of Pay for Teachers
9. Classifications and Rates of Pay for Support Employees
10. Additional Rates and Allowances
11. Payment of Wages
12. Remuneration Package
13. Superannuation

PART D – LEAVE

14. Annual Leave
15. Personal/Carer's Leave
16. Parental Leave
17. Long Service Leave
18. Compassionate Leave
19. Domestic Leave
20. Examination Study Leave
21. Leave to deal with Family and Domestic Violence
22. Jury Service Leave
23. Public Holidays

PART E – EMPLOYMENT RELATIONSHIP, TERMINATION OF EMPLOYMENT AND RELATED MATTERS

24. Hours of Work

25. Terms of Engagement
26. Termination and Notice
27. Consultation and Redundancy

PART F - MISCELLANEOUS

28. Relationship of Agreement with other Industrial Instruments
29. No Extra Claims
30. Union Representatives
31. Flexibility Clause
32. Requests for Flexible Working Arrangements

SCHEDULE 1 – SALARY SCALES AND ALLOWANCES

Table 1A	Salaries for Teachers
Table 1B	Casual Hourly Rates for Teachers
Table 2	Rates of Pay for Early Childhood Educators
Table 3	Rates of Pay for Administrative Employees
Table 4	Rate of Pay for Directors
Table 5	Allowances

SCHEDULE 2 – TRANSLOCATION OF EARLY CHILDHOOD EDUCATORS

3. Definitions

For the purposes of this Agreement,

- (a) **“ACECQA”** means the Australian Children’s Education and Care Quality Authority.
- (b) **“Act”** means the *Fair Work Act 2009* (Cth).
- (c) **“Administrative Employee”** means an Employee employed by the Employer to work in the Centre in accordance with a classification as set out in **clauses 9.5(a)-(c)**.
- (d) **“Agreement”** means *The Burgmann Anglican School Early Learning Agreement 2023*.
- (e) **“AQF”** means Australian Qualifications Framework.
- (f) **“Casual Employee”** means a Casual Support Employee and/or a Casual Teacher.
- (g) **“Casual Loading”** means a loading paid to a Casual Employee in compensation of entitlements otherwise paid for redundancy, annual leave, personal/carer’s leave and any other paid leave under the Act and notice of termination.
- (h) **“Casual Support Employee”** means an Administrative Employee or Early Childhood Educator who is engaged and paid as such by the Employer to work in the Centre.
- (i) **“Casual Teacher”** means a Teacher who is engaged by the Employer to work in the Centre on a casual basis for a period not exceeding four weeks. Provided that such casual engagement may continue beyond four weeks for a further four weeks where the Casual Teacher is replacing a Teacher absent a period which extends beyond four weeks (and such absence was not anticipated by the Employer when the Casual Teacher was engaged).

Note: a casual teacher may be entitled to be offered or request casual conversion in accordance with the Act.

- (j) **“Centre”** means The Burgmann Anglican School Early Learning Centre owned and operated by The Burgmann Anglican School (the Employer) which provides child care and/or educational development programs for children under school age and operates as a long day care service.
- (k) **“Centre Year”** means the number of weeks, for which The Burgmann Anglican School Early Learning Centre is open over the course of a calendar year.
- (l) **“Early Childhood Educator”** means an Employee who is not a qualified Teacher and is engaged by the Employer to work in the Centre in accordance with a classification set out in **clauses 9.3(a) – (e)**.
- (m) **“Director”** means the Employee who is responsible for the day to day operation of the Centre and who holds the appropriate Early Childhood qualifications.
- (n) **“Employee”** means an Administrative Employee and/or Early Childhood Educator and/or a Teacher as defined by **clauses 3(c), 3(l) and 3(cc)** respectively.

- (o) **“Employer”** means The Burgmann Anglican School (ABN 32 451 688 039).
- (p) **“Equivalent Qualifications”** means a qualification which the Employer and the Employee agree as being equivalent to the qualification prescribed by the clause in question in this Agreement, or which is accepted as equivalent by the National Office of Overseas Skills Recognition of the Australian Department of Employment Education and Training or ACECQA.
- (q) **“Full-time Employee”** means a Full-time Support Employee and/or Full-time Teacher as defined by **clauses 3(r) and 3(s)**.
- (r) **“Full-time Support Employee”** means an Administrative Employee or Early Childhood Educator, other than a Casual or Part-time Support Employee, who is employed to work 38 ordinary hours per week or as otherwise prescribed in **clause 24.1** by the Employer in the Centre.
- (s) **“Full-time Teacher”** means any Teacher other than a Casual, Temporary, or Part-time Teacher employed by the Employer in the Centre or in the Pre-Kindergarten Program.
- (t) **“NES”** means the National Employment Standards.
- (u) **“Nominated Supervisor”** means the Employee appointed as such under the Education and Care National Regulations or its replacement, that is, the person who is authorised under legislation 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.
- (v) **“Support Employee”** means an Administrative Employee and/or a Early Childhood Educator as defined by **clauses 3(c) and 3(l)** respectively.
- (x) **“Part-time Employee”** means a Part-time Support Employee and/or a Part-time Teacher as defined in **clauses 3(y) and 3(z)**.
- (y) **“Part-time Support Employee”** means a Support Employee who works a constant number of hours each week which is less than 38 hours per week or as otherwise prescribed in **clause 21.1**.
- (z) **“Part-time Teacher”** means any Teacher who is engaged to work regularly at the Centre and not more than 0.8 of the normal hours which a Full-time Teacher at the Centre or the Pre-Kindergarten Program is required to work.

 Provided that a Part-time Teacher may work up to 0.8 of the normal full-time load where an agreement has been reached by the parties. Such agreement shall be in writing and shall include the length of the term of the arrangement and the scheduling of time.
- (aa) **“Pre-Kindergarten Program”** means the program operated by The Burgmann Anglican School (the Employer) which is a transition program for four-year-old children using the Early Years Learning Framework and the National Quality Standard. The Pre-Kindergarten Program operates as a long day care service.
- (bb) **“Previous Agreement”** means The Burgmann Anglican School Early Learning Centre Agreement 2020.
- (cc) **“Teacher”** means any person employed as such by the Employer in the Centre or the Pre-Kindergarten Program who holds Early Childhood teaching

qualifications and may be eligible to register with the Teacher Quality Institute (if required).

- (dd) “Temporary Employee” means a Temporary Support Employee and/or a Temporary Teacher as defined by **clauses 3(ee) and 3(ff)** who is employed by the Employer.
- (ee) “Temporary Support Employee” means a Support Employee employed to work full-time or part-time for a period not to exceed 12 months. A Support Employee may be employed as a Temporary Support Employee in the following circumstances:
 - (i) where a Support Employee is employed to replace a Support Employee on leave or secondment;
 - (ii) where the Centre's staffing is to be reduced in the following year overall or in a room. This may include but is not limited to circumstances such as declining enrolments, planned restructuring of the workplace or amalgamations; or
 - (iii) where a Support Employee is employed on a specific program not funded by the Centre.

Applicants must be advised in writing prior to accepting a position that it is temporary, the expected length of the appointment and the reason why it is temporary.

Note: under the Act, an employee may only be employed in consecutive temporary appointments for a total maximum period of two years, unless an exception to this limitation applies under the Act.

- (ff) “**Temporary Teacher**” means a Teacher employed to work full-time or part-time for a specified period which is not more than a full Centre or Pre-Kindergarten Program year, but not less than four full weeks.

Provided that a Teacher may be employed for a specific period in excess of a full Centre year but not more than two Centre or Pre-Kindergarten Program years where such a Teacher is replacing a Teacher who is on leave for a specified period in excess of a full Centre year.

A Teacher shall not be employed on successive temporary appointments except where each appointment is for a different purpose.

A Teacher cannot be employed on a temporary basis unless any advertisement for the position stated the position was temporary and unless the Teacher was advised at the point he or she was offered the position that it was temporary.

Note: under the Act, an employee may only be employed in consecutive temporary appointments for a total maximum period of two years, unless an exception to this limitation applies under the Act.

- (gg) “**TQI**” means the ACT Teacher Quality Institute as established by the ACT Government under the *ACT Teacher Quality Institute Act 2010* (ACT).
- (hh) “**Union**” means the Independent Education Union of Australia.

4. Scope and Parties Bound

4.1 Parties Bound

Subject to **clause 4.2**, this Agreement shall be binding upon:

- (a) the Employer - The Burgmann Anglican School (ABN No: 32 451 688 039);
- (b) the Employees as defined in **clause 3(n)** employed by the Employer at The Burgmann Anglican School Early Learning Centre in respect of all work done by these Employees for the Centre; and
- (c) Teachers defined in **clause 3(cc)** employed by the Employer in the Burgmann Anglican School Pre-Kindergarten Program in respect of all work done by these Teachers for the Pre-Kindergarten Program.

4.2 Exclusions

This Agreement shall not apply to:

- (a) persons instructing students in the areas of music or other individual arts and engaged on an individual fee basis; and
- (b) sports coaches and trainers; and
- (c) foreign language or LOTE Teachers engaged to instruct students on an individual basis for example conversation or other individual tuition; and
- (d) psychologists and counsellors employed to counsel students on an individual basis; and
- (e) employees who are engaged for the purpose of religious instruction or supervision of prayers or to undertake other religious duties of a non-teaching nature; and
- (f) persons employed as Business or Financial Managers or Bursars (however titled) employed in a senior management or executive position who have managerial responsibilities including the delegated authority to act for the Centre from time to time in the recruitment, training, and dismissal of staff.

5. Commencement Date of Agreement and Period of Operation

5.1 Commencement

This Agreement commences on and from seven days after approval by the Fair Work Commission and the nominal expiry date of the Agreement is 31 January 2025.

5.2 Operation of Agreement

All the provisions in the Agreement operate from seven days after approval of this Agreement by Fair Work Commission.

- 5.3** This Agreement does not exclude the NES and the NES will continue to apply to the extent that the Agreement is detrimental, in any respect, when compared to the NES.

6. Savings Clause

No Employee employed immediately prior to the commencement date will, as a result of this Agreement:

- (a) receive a rate of pay that is less than what they would have otherwise received immediately prior to the commencement date; or

- (b) be reclassified under a different job classification without their written consent. This does not apply to temporary employees who are offered a new contract of employment or to transitional/ translocated classifications in accordance with **Schedule 2: Translocation of Early Childhood Educators**.

PART B – DISPUTE RESOLUTION

7. Disputes Procedures

Subject to the provisions of the Act all disputes in relation to matters arising under this Agreement or the NES shall be dealt with in the following manner:

- (a) Any dispute which arises shall, where possible, be settled by discussion between the Employee and the Principal or his / her nominee in accordance with any procedures that have been adopted by the School.
- (b) An Employee who is a party to the dispute may appoint a representative for the purpose of the Disputes Procedure.
- (c) Should the matter not be resolved, it may be referred by either party to Fair Work Commission (FWC), or any other person agreed between the parties, for conciliation.
- (d) During the conciliation FWC may:
 - (i) arrange conferences of the parties or their representatives at which FWC is present; and
 - (ii) FWC may require the attendance of the parties or their representatives; and
 - (iii) arrange for the parties or their representatives to confer among themselves at conferences at which FWC is not present; and
 - (iv) if requested by a party, make non-binding recommendations to settle the dispute. Such recommendation shall not be binding on the parties to the dispute and shall not affect any other remedies the parties may have in relation to the dispute.
- (e) An Employee who is a party to a dispute must, while the dispute is being resolved:
 - (i) continue to work in accordance with his or her contract of employment, unless the Employee has a reasonable concern about an imminent risk to his or her health or safety; and
 - (ii) comply with any reasonable direction given by the Centre to perform other available work, either at the same workplace or at another workplace.
- (f) In directing an Employee to perform other available work, the Centre must have regard to:
 - (i) the provisions (if any) of the law of the Commonwealth or of a State or Territory dealing with work health and safety that apply to that Employee or that other work; and
 - (ii) whether that work is appropriate for the Employee to perform.

PART C – CLASSIFICATIONS, RATES OF PAY AND RELATED MATTERS

8. Classifications and Rates of Pay for Teachers

8.1 Commencement and Progression

(a) Three Years Trained Teachers

- (i) A Three Years Trained Teacher shall commence on Step 4 of the scale and progress according to normal years of service to Step 13 of the scale.
- (ii) A Three Years Trained Teacher being paid on Steps 4 to 13 of the scale who, by further study satisfactorily completes the equivalent of one third of degree course, shall receive a salary advance of one increment with retention of incremental date and shall thereafter progress in accordance with normal years of service to Step 13 of the scale.

(b) Four Years Trained Teachers

A Four Years Trained Teacher shall commence on Step 6 of the scale and progress according to normal years of service to Step 13 of the scale.

(c) Director of a Child Care Centre

A Teacher appointed as a Director who is in charge of a child care centre or service, and who is qualified in accordance with the Act and responsible for the overall administration of the centre or service, shall be paid the salary set out in **Table 4 of Schedule 1**.

8.2 Full-Time Teachers

The annual salaries of Full-time Teachers are contained in **Table 1A – Salaries for Teachers of Schedule 1**. The minimum fortnightly salaries payable to Full-time Teachers shall, subject to the other provisions of this Agreement, be calculated by dividing the annual salaries by 26.07. The minimum weekly salaries payable to Full-time Teachers shall, subject to the other provisions of this Agreement, be calculated by dividing the annual salaries by 52.14.

8.3 Part-Time and Temporary Teachers

- (a) A Part-time Teacher, including a Temporary Part-time Teacher, shall be paid at the same rate as a full-time Teacher with the corresponding classification, but in that proportion which the Teacher's normal working hours bear to the hours which a full-time Teacher at the Centre is normally required to work. For the purpose of this calculation, the normal working hours of a full-time Teacher shall be not greater than 38 hours per week.
- (b) The days of attendance of a Part-time Teacher may be varied at the commencement of each calendar year or by mutual agreement between the Employer and the Employee. The normal hours for the purpose of this sub-clause shall not be varied without agreement. Agreement will not be unreasonably withheld.

- (c) A Temporary Full-time Teacher shall be paid at the same rate as that prescribed for a Full-time Teacher with the corresponding classification.

8.4 Casual Teachers

- (a) Casual employment means a casual employee as defined by the Act.
- (b) The rates of pay for a Casual Teacher are set out in **Table 1B – Casual Hourly Rates for Teachers of Schedule 1**.
- (c) The minimum hourly rate for Casual Teachers shall be calculated in accordance with their status as a Three Years Trained Teacher (by determining the hourly salary of a Step 6 Teacher and adding the Casual Loading of 25%) or for a Four Years' Trained Teacher (by determining the hourly salary of a Step 8 Teacher and adding the Casual Loading of 25%).
- (d) The minimum period of engagement of a Casual Teacher shall be 2 hours.
- (e) A casual teacher may be entitled to be offered or request casual conversion in accordance with the Act.

8.5 Calculation of Service

- (a) For the purpose of this clause, any Teacher if required by the Employer to do so, shall upon engagement establish to the satisfaction of the Employer, the length of his or her teaching service in any Pre-School, Early Childhood Services Centre (ECS), Multi-Purpose Centre or in early childhood education services for children up to eight years of age including in the infants department of schools registered or certified under the appropriate legislation in any state or territory of the Commonwealth of Australia, and that period so established shall be taken to be the length of such service for the purpose of that employment.
- (b) For the purpose of this clause, a period of service other than service within **clause 8.5(a)** of this sub-clause, shall be counted as service in accordance with the following principles:
 - (i) 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 Coordinator or equivalent shall be recognised as service;
 - (ii) 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 completed three full time equivalent years so engaged to a maximum of four increments.
- (c) For the purpose of calculating service:
 - (i) Any employment as a full-time teacher (including employment as a temporary full-time teacher) as referred to in **clauses 8.5(a) and (b)** shall be counted as service.

- (ii) 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 hours worked by a full-time teacher at that ECS Centre or Pre-School in the same year; provided that a period of part-time service in terms of **clause 8.5(b)** shall count as service in the proportion that the part-time employment bore to full-time employment in that occupation.
- (iii) The amount of service of a Casual Teacher employed in a Pre-School or ECS Centre shall be one increment for each total of 204 full days of service or its equivalent.
- (iv) 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.

8.6 Progression (Completion of Qualifications)

The transfer to a higher salary scale of a Teacher who has completed a course of training which makes the Teacher eligible to be so transferred and the progression of such teacher through the salary steps on that higher salary scale shall be effected as follows:

- (a) A Teacher seeking such transfer shall make application in writing to the Employer and shall attach to such application documentary evidence establishing that he or she has had or will have conferred on him or her the diploma, degree or equivalent recognition of the completion of the course of training which makes him or her eligible to be so transferred.
- (b) Where an application is made under **clause 8.6(a)** which establishes that a Teacher is eligible to be transferred to a higher salary scale, such transfer shall take effect:
 - (i) From the beginning of the first pay period to commence on or after the date of completion of formal course requirements. Provided that the application for transfer is received by the Employer no later than four months after the conferral of the diploma, degree or equivalent recognition of the completion of such course of training; or
 - (ii) Where the application for transfer is not received by the Employer within the time specified in **clause 8.6(b)(i)** of this paragraph from the beginning of the first pay period to commence on or after the date on which the Employer receives such application.
- (c) A Teacher who has completed a course of training entitling the Teacher to transfer to a higher salary scale pursuant to this sub-clause shall, for the purpose of advancing through the steps on the higher salary scale to which the Teacher has been so transferred, retain the Teacher's normal salary incremental date.

Provided that if the transfer of the Teacher to the higher salary scale coincides with the Teacher's normal salary incremental date, the increment shall be applied prior to the Teacher being transferred to the higher salary scale.

- (d) A Teacher who is Three Years Trained or Four Years Trained, who completes a course of training which entitles the Teacher to be classified as Three Years Trained or Four Years Trained, as the case may be, shall progress to the step on the salary scale which shall be determined by the Teacher's years of service on the lower classification and the Teacher's new qualifications and the Teacher shall retain his or her normal incremental salary date.

8.7 Support for Accreditation at Full Registration

- (a) The Employer will provide appropriate support to Teachers who are working toward achieving their accreditation or registration at Full Registration level. This support may include providing a mentor Teacher and will involve regular feedback in relation to the Teacher's progress in reaching the Full Registration standard. A Teacher who is provided with this support will work cooperatively with the Employer in relation to the assessment process including participating in classroom observations, feedback meetings and adhering to deadlines set by the Employer for the provision of evidence.
- (b) Where a Teacher working towards Full Registration accreditation or registration is identified by the Employer as being at risk of not meeting the required standards by the end of their second year of teaching the Employer will advise the Teacher of this at the commencement of the final term of the Teacher's second year of teaching. The Employer shall identify to the Teacher the specific standard descriptors where further progress is required and support the Teacher to address any identified issues to assist their progression towards completing accreditation or registration at Full Registration level.

9. Classifications and Rates of Pay for Support Employees

9.1 General Provisions

- (a) The rates of pay for Full-time Support Employees are contained in **Table 2 – Rates of Pay for Early Childhood Educators** and **Table 3 - Rates of Pay for Administrative Employees of Schedule 1**. The minimum weekly rates of pay for Full-time Support Employees are calculated by dividing the annual salaries by 52.14. The minimum hourly rates are calculated by dividing the minimum weekly rates by 38 and shall be calculated to the nearest whole cent, any amount less than half a cent in the result to be disregarded.
- (b) Relieving in Other Positions: A Support Employee required by the Centre to perform duties carrying a higher rate than their ordinary classification shall be paid such higher rate whilst so engaged. Provided that, if the Employee is engaged for four hours or more on the higher class of work, the Employee shall be paid the higher rate for the entire shift.

9.2 Translocation of Early Childhood Educators

- (a) Early Childhood Educators who were employed by the Employer immediately prior to the commencement date will be appointed to an occupational stream and classification in accordance with the translocation table set out in **Schedule 2 - Translocation of Early Childhood Educators**. Such translocation appointments will be deemed to have occurred from the commencement date.
- (b) The translocation table set out in **Schedule 2 - Translocation of Early Childhood Educators** further identify whether or not a translocated Early Childhood Educator is eligible for progression within the translocated classification.

9.3 Classification Structure – Early Childhood Educators

In this clause 'the Act' means the Education and Care Services National Law (ACT) Act 2011 (as amended) and related regulations and licensing conditions.

(a) Early Childhood Educator – Level 1

Early Childhood Educator Level 1 means an Employee who is an unqualified child care worker whose duties include some or all of the following:

- implement the early childhood program under supervision;
- implement daily routines;
- ensure the health and safety of the children in care;
- give each child individual attention and comfort as required;
- work in accordance with the licensing requirements under the Act;
- understand and work according to the centre or service's policy.

(b) Early Childhood Educator - Level 2

Early Childhood Educator Level 2 means an Employee who has completed an AQF Certificate II in Children's Services conducted by TAFE or a course which is recognised as equivalent under the Act. Alternatively this Employee shall possess, in the opinion of the Employer, sufficient knowledge and experience to perform the duties at this level.

Duties would include some or all of the following:

- any of the duties listed for a Early Childhood Educator Level 1;
- assist in the preparation and implementation of programs suited to the needs of individual children and groups;
- be responsible for reporting observations of individual children with particular needs.

(c) Early Childhood Educator - Level 3

Early Childhood Educator Level 3 means an Employee who holds an AQF Certificate III in Children's Services conducted by TAFE or an equivalent qualification which is recognised under the Act.

Duties would include some or all of the following:

- work as the person in charge of a group of children in the age range 2 to 12 years;
- develop, plan, implement and evaluate a developmental program under the supervision of the Director or Early Childhood Educator Level 5;
- co-ordinate and direct the activities of unqualified workers engaged in the implementation of programs and activities in a group setting;
- liaise with parents;
- ensure a safe environment is provided for the children;
- ensure that records are maintained and are up to date concerning each child in their care;
- develop, implement and evaluate daily routines;
- be responsible to the Director for the assessment of students on

- placement;
- ensure the Centre or Service's policies are adhered to.

(d) Early Childhood Educator - Level 4

Early Childhood Educator Level 4 means an Employee who holds either an AQF Diploma in Childrens' Services or an equivalent qualification which is recognised under the Act.

Duties would include some or all of the following:

- Any of the duties of a Early Childhood Educator Level 3;
- work as the person in charge of a group of children in the age range from birth to 12 years;
- take responsibility in consultation with the Director for the preparation, implementation and evaluation of a developmental program for individual children or groups of children in care;
- co-ordinate and direct the activities of workers engaged in the implementation and evaluation of developmental programs and activities in a group setting;
- contribute, through the Director, to the development of the centre or services policies;
- alternatively, this person may hold the same qualifications asset out for a Early Childhood Educator Level 3 but undertake additional responsibilities such as the co-ordination of the activities of more than one group of children; general supervision of other workers; assisting in centre or service administrative functions.

(e) Early Childhood Educator - Level 5

Early Childhood Educator Level 5 means an Employee who holds as a minimum an AQF Diploma in Children's Services or equivalent or Graduate Certificate in Child Care Centre Management, or an equivalent qualification which is recognised under the Act.

Progression to Level 5 will require the completion of 200 hours in- service training from a recognised body/s prior to appointment to Level 5. Alternatively this Employee shall possess, in the opinion of the Employer, sufficient knowledge and experience to perform the duties at this level.

Duties would include some or all of the following:

- any of the duties of Early Childhood Educator Level 4;
- carrying out the work of an Assistant Director (This position may only be necessary in a centre with 60 or more places).
- supervising qualified and unqualified workers;
- planning and co-ordinating in-service training for the centre or service;
- planning and implementing special programs such as integrating children with disabilities or children of a non English speaking background.

A Early Childhood Educator Level 5 shall also include a person, employed to manage a Before and After School Care or Vacation Care service, whose responsibility is limited to the planning of the program and supervising staff.

9.4 Classification Structure – Director of a Child Care Centre

Director means an Employee who is in charge of a child care centre or service, and who is qualified in accordance with the Act. The Director would be responsible for the overall administration of the centre or service.

Duties would include some or all of the following:

- recruit staff in consultation with the management of a centre or service;
- keep day to day accounts and handle clerical matters;
- ensure that the centre or service adheres to all relevant regulations;
- formulate and evaluate annual budgets in liaison with relevant authorities where necessary;
- develop, plan and supervise the implementation of educational and/or developmental programs for the children in their centre/service;
- ensure that Government guidelines on access to centres or services are adhered to;
- liaise with management committees or proprietors as appropriate.

(f) Commencement and Progression

- (i) Subject to **Schedule 2 - Translocation of Early Childhood Educators**, the Employer shall determine the appropriate classification for each position in the service having regard to the needs of the service. The Employer may choose not to appoint anyone to a particular classification, subject to the provisions of the *Education and Care Services National Regulations*.
- (ii) A Early Childhood Educator will be appointed to the position having regard to the duties required by the Centre to be undertaken by the Early Childhood Educator, the qualifications of the Early Childhood Educator and the Early Childhood Educator's length of service.
- (iii) A Early Childhood Educator shall commence on the step in the appropriate classification commensurate with the number of years of employment in early childhood and child care services for children aged 0 - 12 years whether conducted by the Centre or not and shall progress thereafter in accordance with this Agreement.
- (iv) Employment History on Engagement: Upon engagement, a fulltime or part-time Employee shall establish their employment history in early childhood and child care services for the purposes of determining, where necessary, the appropriate step applicable under the classification structure set out in this clause.
- (v) A Early Childhood Educator may apply for a higher classification when a position becomes available in the service subject to the Early Childhood Educator possessing the requisite qualifications and appropriate selection procedures for the particular service being followed.

9.5 Classification Structure – Administrative Employees

(a) Administrative Assistant Level 1

An Employee at this level will learn and gain competency in the basic skills required by the Employer. In the event that the increased skills/competency are required and utilised by the Employer, classification to a higher level within the structure may be possible.

(i) Competency

Competency involves application of knowledge and skills to a limited range of tasks and roles. There is a specific range of contexts where the choice of actions is clear. The competencies are normally used within established routines, methods and procedures that are predictable. Judgments against established criteria may also be required.

(ii) Judgment, independence and problem solving

The Employee follows standard procedures in a predefined order. The Employee resolves problems where alternatives for the Employee are limited and the required action is clear or can be readily referred to a more senior employee.

(iii) Level of supervision

Close supervision or, in the case of more experienced Employees working alone, routine supervision.

(iv) Training level or qualifications

An Employee is not required to have formal qualifications or work experience upon engagement. An Employee will be provided with on-the-job training which will provide information about, and/or an introduction to, the conditions of employment, the Centre, the Centre's policies and procedures in relation to the work environment and the Employees with whom the Employee will be working.

(v) Typical activities

- Performing a range of general clerical duties at a basic level, for example, filing, handling mail, maintaining records, data entry
- Operating routine office equipment, such as a computer, photocopier, scanner, facsimile, binding machine, guillotine, franking machine, calculator, etc.
- Performing a reception function, including providing information and making referrals in accordance with school procedures
- Carrying out minor cash transactions including receipting, balancing and banking
- Monitoring and maintaining stock levels of stationery/materials within established parameters, including reordering

(b) Administrative Assistant Level 2

An Employee at this level performs work above and beyond the skills of an Employee at Administrative Assistant Level 1.

(i) Competency

Competency at this level involves application of knowledge and skills to a range of tasks and roles. There is a defined range of contexts where the choice of actions required is clear. There is limited complexity of

choice of actions required. On occasion, more complex tasks may be performed.

(ii) **Judgment, independence and problem solving**

- Applies generally accepted concepts, principles and standards in well-defined areas. Solves relatively simple problems with reference to established techniques and practices. Will sometimes choose between a range of straightforward alternatives.
- An Employee at this level will be expected to perform a combination of various routine tasks where the daily work routine will allow the latitude to rearrange some work sequences, provided the prearranged work priorities are achieved.

(iii) **Level of supervision**

Routine supervision of straightforward tasks; close supervision of more complex tasks. Where Employees are working alone, less direct guidance and some autonomy may be involved.

(iv) **Training level or qualifications**

Administrative Assistant Level 2 duties typically require:

- (A) a skill level which assumes and requires knowledge, training or experience relevant to the duties to be performed;
- (B) completion of Year 12 without work experience;
- (C) completion of Certificates I or II with work related experience; or
- (D) an equivalent combination of experience and training.

(v) **Typical activities**

Performing duties involving the inward and outward movement of mail, keeping, copying, maintaining and retrieving records, straightforward data entry and retrieval

(c) Administrative Assistant Level 3

An Employee at this level performs work above and beyond the skills of an Employee at Administrative Assistant Level 2.

(i) **Competency**

Competency at this level involves application of knowledge with depth in some areas and a broad range of skills. There are a range of roles and tasks in a variety of contexts. There is some complexity in the extent and choice of actions required. Competencies are normally used within routines, methods and procedures. Some discretion and judgment is involved in the selection of equipment, work organisation, services, actions and achieving outcomes within time constraints.

(ii) **Judgment, independence and problem solving**

Exercise judgment on work methods and task sequence within specified timelines and standard practices and procedures. Answers are usually found by selecting from specific choices defined in standard work policies or procedures.

(iii) **Level of supervision**

In some positions, routine supervision, moving to general direction with experience. In other positions, general direction. This is the first level where supervision of other employees may be required. When employees are working alone, they may work semi-autonomously.

(iv) **Training level or qualifications**

Administrative Assistant Level 3 duties typically require a skill level which assumes and requires knowledge or training in clerical/administrative, trades or technical functions equivalent to:

- (A) completion of a trades certificate or Certificate III;
- (B) completion of Year 12 or a Certificate II, with relevant work experience; or
- (C) an equivalent combination of relevant experience and/or education/training.

Persons advancing through this level may typically perform duties which require further on-the-job training or knowledge and training equivalent to progress toward completion of a Certificate IV or Diploma.

(v) **Typical activities**

- Undertaking a wide range of secretarial and clerical duties at an advanced level, including typing, word processing, maintaining email and computerised records and shorthand
- Managing enquiries from students, parents, employees and the general public
- Entering financial data into computers and preparing financial and management reports for review and authorisation
- Preparing and processing payroll within routines, methods and procedures
- Undertaking bank and ledger reconciliations
- Assisting with preparation of internal and external publications
- Providing administrative support to senior management, including arranging appointments, diaries and preparing both confidential and general correspondence
- Preparing government and statutory authority returns for authorisation

(d) **Commencement and Progression**

- (i) Subject to **clause 9.3(d)(ii)**, where an Administrative Employee's classification allows for incremental progression according to years of service, an Employee shall be appointed to step one of the appropriate Level in their classification on engagement and shall progress to each further step within the Level, on completion of the equivalent of one year of full time service.
- (ii) Where the Employer considers that the service of an Administrative Employee is not satisfactory and competent, and for that reason considers progression to the next step is not warranted, a formal review of these matters shall be undertaken by the Employer, before the date on which progression would otherwise occur. Any dispute in this matter will be dealt with in accordance with **clause 7 Disputes Procedures**.
- (iii) Progression from one Level to the next is dependent on the existence of a vacancy and the Employee's successful application for the position.

9.6 Payment of Wages for Part-time, Temporary and Casual Support Employees

(a) **Part-time and Temporary Support Employees**

- (i) For each hour worked during ordinary time a Part-time Support Employee (including a Temporary Part-time Support Employee) shall be paid the hourly equivalent of the minimum weekly wage prescribed by this Agreement for the class of work performed by them.
- (ii) Part-time Support Employees shall be paid a minimum of two hours for each start.
- (iii) A Temporary Full-time Support Employee shall be paid at the same rate as that prescribed for a Full-time Support Employee with the corresponding classification.

(b) Casual Support Employees

- (i) For each hour worked during ordinary time a Casual Support Employee shall be paid the hourly equivalent of the minimum weekly wage prescribed by this Agreement for the class of work performed by them, plus an additional 25 per centum of the appropriate hourly rate, being a Casual Loading. Casuals are not entitled to leave payments under the *National Employment Standards*.
- (ii) Casual Support Employees shall be paid a minimum of two hours for each start.

9.7 Junior Childcare Assistants

Junior Childcare Assistants employed shall be paid the following percentages of the appropriate adult rate of pay specified for the classification under which the junior is engaged:

Age	Percentage (per week)
Under 17 years of age	70
At 17 years of age	80
At 18 years of age	90
At 19 years of age	100

The abovementioned percentages shall be calculated to the nearest ten cents, provided however that any broken part of ten cents in the result less than five cents shall be disregarded.

9.8 Right to Request Casual Conversion – Support Employees

- (a) A casual Support Employee may be entitled to be offered or request casual conversion in accordance with the Act.

10. Additional Rates and Allowances

10.1 Allowances

(a) First Aid Allowance

- (i) A Support Employee who is required by the Centre to administer first aid to children within the Employee’s care will be paid an allowance as set

out in **Table 5 – Allowances of Schedule 1** on the days or weeks required to provide the services. Provided that a first aid officer need not be appointed where a qualified nurse is on the premises at all times.

- (ii) If the Centre requires Employees to attend to medical procedures such as administering epi pens, suppositories and drip feeding, the Centre shall ensure staff are adequately trained in such procedures, before being required to undertake them. The cost of any such training will be met by the Employer.

(b) **Meal Allowance**

A Support Employee required to work overtime in excess of one and one-half hours shall either be paid the meal allowance in accordance with **Table 5 – Allowances of Schedule 1** or be supplied with a meal of equivalent value.

(c) **Travelling Expenses**

- (i) Where an Employee is required to use his or her vehicle in connection with the Employee's employment other than for journeys between home and place of employment, the Employee shall be paid an allowance as set out in **Table 5 – Allowances of Schedule 1**.
- (ii) Travelling and other out of pocket expenses reasonably incurred by an Employee in the course of duties required by the Employer shall be reimbursed by the Employer.

(d) **Educational Leader Allowance**

Commencing 1 January 2024, a Teacher who is classified at Step 13 of the scale, shall be paid an allowance as set out in **Table 5 – Allowances of Schedule 1**.

(e) **Nominated Supervisor Allowance**

An Employee, other than the Director, who is required by the Employer to act as a Nominated Supervisor in accordance with the *Education and Care Services National Regulations* as amended, shall be paid an allowance as set out in **Table 5 – Allowances of Schedule 1**.

10.2 Reasonable Overtime

- (a) Where the Employer requests or requires an Employee to undertake reasonable overtime, an employee will be paid overtime for all authorised work performed outside of or in excess of the ordinary or rostered hours at the rate of time and a half for the first three hours and double time thereafter. Any overtime worked on a Sunday by a Support Employee will be paid at the rate of double time.
- (b) Notwithstanding **paragraph (a)**, Part-Time Teachers who agree to work in excess of their normal hours will be paid at the applicable casual rate of pay for up to eight hours provided that the additional time worked is during the ordinary hours of operation of the Centre.
- (c) **Reasonable Overtime**
 - (i) The Employer may request or require an Employee to work additional hours as overtime.

- (ii) An Employee may refuse to work additional hours if they are unreasonable.
- (iii) For the purposes of **clause 10.2(c)(ii)** what is unreasonable or otherwise will be determined having regard to:
 - (A) any risk to Employee's health and safety;
 - (B) the Employee's personal circumstances including any family responsibilities;
 - (C) the needs of the workplace or enterprise;
 - (D) whether the Employee is entitled to receive overtime payments, penalty rates or other compensation for, or a level of remuneration that reflects an expectation of, working additional hours;
 - (E) any notice given by the Employer of any request or requirement to work the additional hours;
 - (F) any notice given by the Employee of his or her intention to refuse to work the additional hours;
 - (G) the usual patterns of work in the industry, or part of an industry, in which the Employee works;
 - (H) the nature of the Employee's role, and the Employee's level of responsibility; and
 - (I) any other relevant matter.

(d) **Time Off in Lieu of Overtime**

Where an Employee is requested or required to perform duty on overtime the Centre may request, with the agreement of the Employee, that the Employee be subsequently released from duty in ordinary hours subject to the following conditions:

- (i) The agreement shall be in writing and be kept with the time and wages records;
- (ii) Where an Employee takes subsequent time off the relevant and equivalent period of overtime shall be paid for at ordinary rates of pay; all other overtime worked and in respect of which time off is not taken shall be paid for at the appropriate overtime rate otherwise provided in this agreement;
- (iii) Where an Employee elects to take any period/s of time off in ordinary hours in accordance with this clause such time off shall be with pay and shall equate to the relevant period/s of overtime worked;
- (iv) Payment for any period/s of overtime worked and in relation to which the Employee elects to take time off may be paid by the Centre to the Employee in the pay period in which the time off is taken;
- (v) An Employee may not accumulate more than 20 hours of equivalent time off which shall be taken within four weeks of its accrual. Where such time off is not taken the period/s of overtime referable thereto shall be paid for in the next relevant pay period at the appropriate overtime rate otherwise applicable.
- (vi) If on termination of the Employee's employment, the Employee has untaken time off in lieu of overtime which accrued under **clause 10.2(c)**, the Employer will pay to the Employee for the overtime worked at the overtime rate applicable at the time it was worked.

10.3 Additional Hours for Part-time Support Employees

- (a) The Employer may require a Part-time Support Employee to work reasonable additional hours in accordance with this **clause 10.3**.
- (b) The Part-time Support Employee will be paid for all such additional hours at the casual hourly rate of pay, provided that the additional hours worked fall within the daily spread of hours in **clause 24.1** and do not result in the Support Employee working more than 8 hours on the day.
- (c) In all other cases the Part-time Support Employee will be entitled to payment at the appropriate overtime rate of pay for any additional hours worked.
- (d) Additional hours worked by a Part-time Support Employee in accordance with this **clause 10.3** do not accrue leave entitlements under this Agreement or the NES.

10.4 Acting as Director

- (a) Any Employee required by the Centre to act as Director for at least ten consecutive working days shall be paid for so doing at the rate prescribed for that position.
- (b) Provided that a Employee shall not be required to carry out such duties in an acting capacity for more than a full year except in circumstances where such an Employee is replacing a Director who is on leave for a specified period to a maximum of 2 years.

11. Payment Fortnightly / Half Monthly

11.1 The salary payable to any Employee other than a Casual Employee, shall be payable either fortnightly or half-monthly.

11.2 The salary payable to any Employee, pursuant to this clause, shall be payable at the election of the Employer by either cash, cheque or Electronic Funds Transfer into an account nominated by the Employee.

11.3 Overpayments

Where excess payments are made in circumstances which were not apparent or could not reasonably have been expected to be detected by the Employee, the relevant parties shall seek agreement on the matter of the overpayment including, when necessary and appropriate, discussion between the Independent Education Union or any other relevant Employee representatives and the Employer.

11.4 Payment on Termination of Employment

- (a) The Employer must pay an Employee no later than 7 days after the day on which the Employee's employment terminates:
 - (i) the Employee's wages under this Agreement for any complete or incomplete pay period up to the end of the day of termination; and
 - (ii) all other amounts that are due to the Employee under this Agreement and the NES.

- (b) The requirement to pay wages and other amounts under **clause 11.4(a)** is subject to further order of the Commission and the Employer making deductions authorised by the Act.

Note 1: Section 117(2) of the Act provides that an employer must not terminate an employee's employment unless the employer has given the employee the required minimum period of notice or "has paid" to the employee payment instead of giving notice.

Note 2: **Clause 11.4(b)** allows the Commission to make an order delaying the requirement to make a payment under this clause. For example, the Commission could make an order delaying the requirement to pay redundancy pay if an Employer makes an application under s.120 of the Act for the Commission to reduce the amount of redundancy pay an Employee is entitled to under the NES.

12. Remuneration Package

12.1 Application

The Centre may wish to facilitate the provision of salary and benefit packages to individual Employees covered by this Agreement.

12.2 Definitions

For the purposes of this clause:

- (a) **Benefits** means the benefits nominated by the Employee from the benefits provided by the Centre and listed in **clause 12.4(c)**;
- (b) **Benefit Value** means the amount specified by the Centre as the cost to the Centre of the Benefit provided including Fringe Benefit Tax, if any; and
- (c) **Fringe Benefit Tax** means tax imposed by the *Fringe Benefits Tax Act 1986* (Cth).

12.3 Conditions of Employment

Except as provided by this clause, an Employee covered by this Agreement must be employed at a salary based on a rate of pay and otherwise on terms and conditions, not less than those prescribed by this Agreement.

12.4 Salary Packaging

The Employer may offer to provide, and the Employee may agree in writing to accept:

- (a) the Benefits nominated by the Employee; and
- (b) a salary equal to the difference between the Benefit Value and the salary which would have applied to the Employee or under **clause 12.3**, in the absence of an agreement under this **clause 12.4**.
- (c) The available Benefits are those made available by the Employer from the following list:
 - (i) superannuation;

- (ii) other benefits offered by the Employer.
- (d) The Employer must advise the Employee in writing of the Benefit Value before the agreement is entered into.

12.5 Impact of Leave

During the currency of an agreement under **clause 12.4** the following will apply:

- (a) any Employee who takes paid leave on full pay shall receive the Benefits and salary referred to in **clause 12.4**;
- (b) if an Employee takes leave without pay the Employee will not be entitled to any Benefits during the period of leave;
- (c) if an Employee takes leave on less than full pay, he or she shall receive a proportional amount of salary based on the full-time salary payable during the leave; and
- (d) any other payment under this agreement, calculated by reference to the Employee's salary, however described, and payable:
 - (i) during employment; or
 - (ii) on termination of employment in respect of untaken paid leave; or
 - (iii) on death,

shall be at the rate of pay which would have applied to the Employee under **clause 12.3** in the absence of an agreement under **clause 12.4**.

13. Superannuation

13.1 Fund

- (a) The Employer shall make superannuation contributions for the benefit of Employees in accordance with relevant Commonwealth superannuation legislation into the Employee's nominated fund. If the Employee does not choose a fund in accordance with legislation, the Employer will make the contributions into:
 - (i) the Employee's stapled fund; or
 - (ii) if the Australian Taxation Office does not identify a stapled fund for the Employee, to the Employer's default fund provided that if offered as a default fund, the fund offers a MySuper product.

13.2 Benefits

- (a) The Employer must make superannuation contributions in respect of each Employee of such amount as required to ensure that the Employer does not incur any superannuation guarantee charge (SGC) under the *Superannuation Guarantee Administration Act 1992* (Cth) and the *Superannuation Guarantee Charge Act 1994* (Cth) to a fund nominated by the Employee.
- (b) Where the Employee fails to inform the Employer of the name of the Superannuation Fund to which to make such contributions, all payments will be made into a MySuper product, under the Employee's name.

- (c) The Employer shall not be required to make contributions pursuant to this Agreement in respect of an Employee who is absent from his or her employment without pay, for such a period of absence without pay.

PART D – LEAVE

14. Annual Leave

- 14.1** All Employees, other than Casual Employees, shall accrue over a 12 month period of service six weeks' paid annual leave inclusive of annual leave provided by the National Employment Standards, two weeks of which shall be taken during the closedown period over Christmas and New Year. The Employer will identify the payment on the Employee's payslip when the payment is made.
- 14.2** An annual leave loading equivalent to 17.5 per cent of four weeks' salary shall be paid to an Employee, other than a Casual Employee, who has completed twelve months' continuous service with the Centre, or a pro rata payment for service thereof.
- 14.3** The Employer will pay to all Employees, other than Casual Employees, annual leave loading accrued from 1 January to 31 December in the first full pay period of December of a calendar year.
- 14.4** Annual leave loading shall be paid on a pro rata basis on termination in respect of that portion of four weeks' annual leave which has accrued but not been taken by the Employee.

15. Personal / Carer's Leave

15.1 Entitlement to Paid Personal/Carers Leave

- (b) Any Full-Time, Temporary or Part-Time Employee shall be entitled to paid personal/carer's leave in accordance with this **clause 15**.
- (c) A Part-time Teacher will be entitled to a proportionate amount of paid personal/carer's leave. The proportion is calculated by comparing the number of hours that the Part-time Teacher works in a full Centre week, with the number of hours which a Full-time Teacher works at the Centre in a full Centre week.
- (d) The personal/carer's leave entitlement of a Part-time Support Employee shall be in that proportion which the average number of ordinary hours worked by the Employee in a week bears to 38.
- (e) When the number of hours worked by a Part-Time Employee varies, the personal/carer's leave entitlement of the Employee shall be calculated and credited to the Employee in hours at the time of such variation.
- (f) A Temporary Employee who has been employed for only part of any calendar year shall be entitled to personal/carer's leave in the ratio which the Temporary Employee's period of employment bears to the whole of the calendar year.
- (g) Any Employee, other than Casual Employees, shall be entitled to be paid personal/ carer's leave as follows:
- (i) A Support Employee shall be entitled to 10 days of personal/carer's leave for each year of service until 31 December 2023.

- (ii) From 1 January 2024, a Support Employee shall be entitled to 15 days of personal/carer's leave for each year of service.
 - (iii) Teachers will be entitled to 15 days of personal/carer's leave for each year of service.
- (h) Personal/carer's leave will accrue progressively during a year of service. Any untaken personal/carer's leave will be cumulative from year to year.

15.2 Access to Personal/Carer's Leave

- (a) An Employee may take paid personal/carer's leave if the leave is taken:
- (i) because the Employee is not fit or able to work due to personal illness or personal injury, or unexpected personal emergency affecting the Employee; or
 - (ii) to provide care or support to a member of the Employee's immediate family as defined in section 12 of the Act, or a member of the Employee's household, who requires care or support because of:
 - (A) a personal illness, or personal injury; or
 - (B) an unexpected emergency.
- (b) For the purposes of this clause an 'unexpected personal emergency' is a circumstance that is unplanned, due to circumstances beyond the Employee's control and is of an urgent and serious nature that requires the urgent attendance of the Employee. An 'unexpected emergency' is a circumstance that is unplanned, due to circumstances beyond the Employee's immediate family or household member's control and is of an urgent and serious nature that requires the urgent attention of the Employee to attend and provide care or support. The urgent circumstance must be of such a nature that it cannot be arranged outside of work time.
- (c) Consideration shall be given to extending the personal/carer's leave amount in the circumstances where an infectious disease or illness has been identified at the Centre, and an Employee is subsequently infected.
- (d) Where applicable, if a public holiday occurs during personal/carer's leave then such public holiday will not be counted as personal/carer's leave.
- (e) An Employee shall not be entitled to paid leave of absence for any period in respect of which the Employee is entitled to payment under workers compensation legislation.

15.3 Notice Requirements

- (a) As soon as practicable, and where possible prior to the Employee commencing such leave, an Employee will notify the Director, or other such person deputised by the Director, of:
- (i) the need to take personal/carer's Leave;
 - (ii) the reason for the leave, being a reason specified in **clause 15.2(a)**;
 - (iii) the period or expected period of their leave.

15.4 Evidence Supporting Claim

- (a) An Employee who has given the Centre notice of the taking of personal/carer's leave must, after 2 or more days of absence, and if required by the Centre or Employer, provide satisfactory evidence of their injury or illness by way of a medical certificate.
- (b) In respect of any absence to provide care and support to a member of the Employee's immediate family or household, an Employee shall, upon request:
 - (i) provide a certificate from a medical practitioner or other evidence from a registered health practitioner or statutory declaration, establishing the illness or injury of the person concerned and that the illness was such as to require care by another person; or
 - (ii) produce documentary evidence acceptable to the Employer or a statutory declaration, establishing the nature of the unexpected emergency and that such unexpected emergency resulted in the person concerned requiring care by the Employee.
- (c) Where an Employee has taken frequent single days of personal/carer's leave, or taken extended personal/carer's leave such that the Centre requires additional information in relation to the Employee's absences, then the Centre may take action in accordance with this sub-clause.
 - (i) The Centre may arrange a meeting in order to clarify the position with the Employee. The invitation to the Employee to attend the meeting shall be in writing (signed by the Principal or the Principal's delegate) with sufficient notice for the Employee to reasonably be able to attend the meeting. The invitation shall also refer to the provisions of this Agreement clause and shall indicate the grounds for the Employer's concern about sick leave taken by the Employee. The Centre shall invite the Employee to respond verbally at the meeting to the issues raised by the Centre. An Employee shall not unreasonably fail to attend such a meeting where invited by the Centre to do so.
 - (ii) After consideration of the Employee's response, the Centre may:
 - (A) Require further evidence of illness; and/or
 - (B) Require the Employee to provide a medical certificate from a doctor nominated by the Centre (at the Centre's cost) in relation to the likely period of absence or to establish only eligibility for personal/carer's leave (and no other information); and/or
 - (C) Discuss with the Employee any other action.
 - (iii) Where an Employee fails to attend a meeting as requested by the Centre pursuant to **clause 15.4(c)(i)** and does not provide a reasonable explanation for such failure, or does not provide further evidence of illness as outlined in **clause 15.4(c)(ii)**, then following prior written notice to the Employee, the Centre may cease payment of personal/carer's leave if the Centre has reasonable grounds for a belief that the Employee is not entitled to personal/carer's leave for that absence.

- (iv) The Employee may, if a member of the Union, request that any matter pursuant to this clause be discussed at any stage between the Union and the representative of the Centre.

15.5 Unpaid Leave for Caring Purposes

- (a) An Employee, including a Casual Employee, is entitled to take up to two days unpaid carer's leave for each occasion that a member of the class of persons described in **clause 15.2(a)(ii)** required care and support due to:
 - (i) a personal illness or injury, of the member; or
 - (ii) an unexpected emergency affecting the member.
- (b) An Employee cannot take unpaid carer's leave under this **clause 15.5** if the Employee could instead take paid personal/carer's leave.
- (c) An Employee's entitlement to take unpaid carer's leave under this **clause 15.5** is subject to the Employee meeting the notice and evidence requirements set out in **clause 15.4(b)**.
- (d) The Centre must not fail to re-engage a Casual Employee because the Employee accessed the entitlements provided for in this clause. The rights of the School to engage or not to engage a Casual Employee are otherwise not affected.

16. Parental Leave

16.1 General

Employees are entitled to take unpaid parental leave in accordance with the provisions of the Act after 12 months of continuous service, subject to the limitations and conditions contained in the Act.

16.2 Maternity Leave Allowance

- (a) The amount of paid maternity leave allowance for a female Employee who applies for unpaid parental leave of at least fourteen weeks under section 71 of the Act, shall be fourteen weeks, provided that if the Employee takes a lesser period of leave or whose employment ends before the end of the fourteen weeks of leave, the Employee shall be entitled to that lesser amount of paid leave.
- (b) If an Employee has taken a previous period of maternity leave, the Employee is not entitled to the benefit described in this **clause 16.2** for a consecutive period of maternity leave unless the Employee returns to work for a minimum period of 6 months' service at the Centre following the previous period of maternity leave. However, the Employee will be entitled to unpaid parental leave in accordance with the Act.
- (c) The Employee must be paid the allowance at the rate the Employee was paid at the time of commencing leave.

- (d) The Employee must be paid:
 - (i) at the usual times and intervals that other Employees are paid at the Centre, or
 - (ii) if the Employee asks, two weeks in advance and if the Centre agrees, in a lump sum.
- (e) The Centre must pay the first or lump sum payments at the pay period commencing closest to:
 - (i) six weeks before the anticipated date of birth, or
 - (ii) if the birth occurs before the time referred to **clause 16.2(e)(i)**, the date of the birth; or
 - (iii) if the Employee has not commenced maternity leave at the time referred to in **clause 16.2(e)(i)**, when the Employee commences leave.
- (f) If an Employee's pregnancy is terminated other than by the birth of a living child:
 - (i) more than 20 weeks before the anticipated date of birth, the Employee is not entitled to the payment;
 - (ii) less than 20 weeks before the anticipated date of birth, the Employee is entitled to the payment while she remains on leave.
- (g) The 14-week period of maternity leave will count as a period of service, for the purpose of annual leave, under this Agreement. The Employee will be entitled to pro rata annual leave which will be calculated as $(14/52) \times 4 = 1.07$ weeks annual leave due. Employees taking less than 14 weeks of maternity leave will have their pro-rata annual leave payment adjusted accordingly.
- (h) An Employee must give notice of the intention to take parental leave, and provide other notice and documentation, as required by the Act.

16.3 Other Parent Parental Leave

- (a) An Employee who applies to take parental leave under sections 71 and 72A of the Act, must be paid under this **clause 16.3**.
- (b) An Employee shall be entitled to two weeks' paid leave commencing on the day of birth of the child or on the day on which the mother of the child leaves hospital following the birth or on the date of adoption or placement of the child.
- (c) An Employee must give notice of the intention to take parental leave, and provide other notice and documentation, as required by the Act.
- (d) A period of paid other parent parental leave will count as a period of service under this Agreement.

16.4 Right to Request Extension of Unpaid Parental Leave

- (a) An Employee entitled to unpaid parental leave request the Employer to allow the Employee to extend the period of unpaid parental leave beyond the available period of leave, as defined in the Act, for a further continuous period of leave not exceeding 12 months in accordance with the NES.

- (b) The obligations of the Employer and procedures to be followed in responding to the request are set out in Section 76A of the Act for, including the right to refuse the request based on reasonable business grounds and following discussions with the Employee.

Note: Disputes about requests for extensions to unpaid parental leave may be dealt with under Clause 7 – Disputes Procedures and/or under section 76B of the Act.

16.5 Adoption Leave Allowance

- (a) An Employee who takes unpaid adoption leave under the provisions of the Act must be paid under this **clause 16.5**.
- (b) An Employee shall be entitled to fourteen weeks' of paid leave allowance for the purpose of adopting any child as defined in the Act provided that if the Employee takes a period of adoption leave under the Act which is less than fourteen weeks, the Employee shall be entitled to that lesser amount of paid leave.
- (c) The payment prescribed in **clause 16.2(a)** above shall only be payable in respect of one adopting parent of a child who will be the primary caregiver and will commence on the date of placement of the child.
- (d) The 14-week period of adoption leave will count as a period of service, for the purpose of annual leave, under this Agreement. The Employee will be entitled to pro rata annual leave which will be calculated as $(14/52) \times 4 = 1.07$ weeks annual leave due. Employees taking less than 14 weeks of maternity leave will have their pro-rata annual leave payment adjusted accordingly.
- (e) An Employee must give notice of the intention to take adoption leave, and provide other notice and documentation, as required by the Act.

16.6 Casual Employees

- (a) The Centre must not fail to re-engage a regular casual Employee because:
 - (i) the Employee or Employee's spouse or partner is pregnant; or
 - (ii) the Employee is or has been immediately absent on parental leave.
- (b) The rights of the Centre in relation to engagement and re-engagement of casual Employees are not affected, other than in accordance with this clause.

16.7 Communication during Parental Leave

- (a) Where an Employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the Centre shall take reasonable steps to:
 - (i) Make information available in relation to any significant effect the change will have on the status or responsibility level of the position the Employee held before commencing parental leave; and
 - (ii) Provide an opportunity for the Employee to discuss any significant effect the change will have on the status or responsibility level of the position the Employee held before commencing parental leave.

- (b) The Employee shall take reasonable steps to inform the Centre about any significant matter that will affect the Employee's decision regarding the duration of parental leave to be taken, whether the Employee intends to return to work and whether the Employee intends to request to return to work on a part-time basis.
- (c) The Employee shall also notify the Centre of changes of address or other contact details which might affect the Centre's capacity to comply with **clause 16.7(a)**.

17. Long Service Leave

17.1 General Provisions

- (a) Except in so far as expressly varied by the provisions of this clause, the provisions of the:
 - (i) *Long Service Leave Act 1976 (ACT) (LSL Act)*; or
 - (ii) *Long Service Leave (Portable Schemes) Act 2009 (ACT) (LSLPS Act)*
 shall apply to Employees employed under this Agreement.
- (b) For the purpose of this **clause 17** an Employee shall be deemed to have completed a year of service if he or she had been employed for the whole of the term time of that calendar year.

17.2 Quantum of Leave – LSL Act

- (a) An Employee who has completed seven years' service with the Centre is entitled to long service leave for the period of the service.
- (b) Up until an Employee has completed ten years' service with the Centre he or she shall accrue long service leave at the rate of 1.3 weeks for each completed year of service.
- (c) After completing ten years' service an Employee will accrue long service leave at the rate of 2 weeks for each completed year of service.

(d) Payment on Termination after Seven or More Years of Service

Should the employment of an Employee cease for any reason after the Employee has completed at least seven years of service, on termination the Employee shall be paid out all accrued long service leave minus any leave that has been taken.

(e) Payment on Termination with Less than Seven Years' Service

Should the employment of an Employee cease for any reason other than for serious misconduct and the Employee has:

- (i) completed at least five years' service with the Centre; and
- (ii) not yet completed seven years' service with the Centre,

the Employee shall on termination be entitled to a proportionate amount of leave on the basis of 13 weeks for 10 years' service [such service to include service with the School as an adult and otherwise than as an adult].

17.3 Quantum of Leave – LSLPS Act

- (a) An Employee is entitled to take long service leave on completion of the required service under the LSLPS Act.
- (b) Up until an Employee has completed ten years' service with the Centre he or she shall accrue long service leave at the rate of 1.3 weeks for each completed year of service. This rate of accrual includes that leave which accrues under the LSLPS Act and the additional leave provision under this Agreement.
- (c) After completing ten years' service an Employee will accrue long service leave at the rate of 2 weeks for each completed year of service. This rate of accrual includes that leave which accrues under the LSLPS Act and the additional leave provision under this Agreement.

(d) **Payment on Termination after Seven or More Years of Service**

Should the employment of an Employee cease for any reason after the Employee has completed at least seven years of service, on termination the Employee shall be paid out the leave which has accrued in addition to that which accrued under the LSLPS Act minus any leave that has been taken.

(e) **Payment on Termination with Less than Seven Years' Service**

Should the employment of an Employee cease for any reason other than for serious misconduct and the Employee has:

- (i) completed at least five years' service with the Centre; and
- (ii) not yet completed seven years' service with the Centre;

the Employee shall on termination be entitled to a proportionate amount of leave on the basis of 13 weeks for 10 years' service [such service to include service with the School as an adult and otherwise than as an adult] which has accrued in addition to that which accrued under the LSLPS Act.

17.4 Condition of Taking Leave

- (a) Where an Employee has become entitled to long service leave in respect of the Employee's service with the Centre, the Centre shall give to the Employee and the Employee shall take the leave as soon as practicable having regards to the needs of the Centre provided always that unless the Centre otherwise agrees the Employee shall give not less than 60 days' notice of the Employee's wish to take leave and further provided that the Centre shall give the Employee not less than 60 days' notice of any requirement that such leave be taken.
- (b) Any long service leave shall be exclusive of any public holidays falling within the period of such leave. Any long service leave shall be exclusive of any non-term time which the Employee is not normally required to work and which falls within the period of such leave.
- (c) An Employee may request to take long service leave in a short block of one week or more and it is up to the Employer's discretion whether to approve the leave.
- (d) An Employee may request to take long service leave at half pay and the Employer may approve such request.

17.5 No Break in Service

The service of an Employee with the Centre shall be deemed continuous notwithstanding the service has been interrupted by reason of the Employee taking maternity leave (including paid and unpaid leave) or approved leave without pay, but the period during which the service is so interrupted shall not be taken into account in calculating the period of service.

17.6 Payment in lieu of Long Service Leave

- (a) An Employee with 10 years' continuous service with the Centre may cash out an amount of additional and untaken long service leave accumulated by the Employee which is in excess of their entitlements under the LSL Act or the LSLPS Act (this means long service leave accrued in excess of 0.866 weeks per year) on the following basis:
 - (i) the Employee elects to cash out some or all of that portion of their accrued long service leave which is the leave accrued in excess of the 0.866 weeks per year accrued under the legislation;
 - (ii) the Employee provides a written election to the Centre stating that the Employee wishes to cash out a specified amount of the accrued long service leave; and
 - (iii) the School, in its discretion, authorises the Employee to cash out the accrued long service leave.
- (b) If an Employee cashes out an amount of accrued long service leave in accordance with this clause:
 - (i) the School will, within a reasonable time, give the Employee the amount of pay they would have received if they had taken the long service leave that the Employee cashed out; and
 - (ii) the Employee will no longer be entitled to the long service leave they have cashed out.

18. Compassionate Leave

18.1 Paid Compassionate Leave

- (a) A Part-time or Full-time Employee will be entitled to paid compassionate leave in accordance with the Act and subject to the terms of the Act.
- (b) For the purposes of this clause, compassionate leave is paid leave taken by an Employee for the purposes of:
 - (i) spending time with a person who is a member of the Employee's Immediate Family (as defined by section 12 of the Act) or a member of the Employee's household; and has a personal illness, or injury, that poses a serious threat to his or her life; or
 - (ii) after the death of a member of the Employee's Immediate Family or a member of the Employee's household; or
 - (iii) after the stillbirth of a child where the child would have been a member of the Employee's Immediate Family or a member of the Employee's household; or
 - (iv) After the Employee or their spouse or de facto partner has a miscarriage.

- (c) Subject to **clauses 18.1(e) and (f)**, a Full-time or Part-time Employee is entitled to a period of two days of paid compassionate leave for each occasion when:
 - (i) a member of the Employee's immediate family or a member of the Employee's household (as defined in the Act):
 - (A) contracts or develops a personal illness that poses a serious threat to his or her life; or
 - (B) sustains a personal injury that poses a serious threat to his or her life; or
 - (ii) a child is stillborn, where the child would have been a member of the Employee's Immediate Family or a member of the Employees's household; or
 - (iii) the Employee or their spouse or de facto partner has a miscarriage.
- (d) Subject to **clauses 18.1(e) and (f)**, a Full-time or Part-time Employee is entitled to a period of three days of compassionate leave for each occasion when a member of the Employee's immediate family or a member of the employee's household (as defined in the Act) dies.
- (e) An Employee may be required to provide the Centre with satisfactory evidence of such illness, injury or death.
- (f) Subject to **clause 18.1(g)**, an Employee shall not be entitled to compassionate leave under this clause during any period in respect of which the Employee has been granted other leave.
- (g) Compassionate leave may be taken in conjunction with leave available under **clause 15.2**. In determining such a request the Centre will give consideration to the circumstances of the Employee and the reasonable operational requirements of the Centre.

18.2 Unpaid Compassionate Leave – Casual Employees

- (a) Casual Employees are entitled to not be available to attend work, or to leave work upon the death of a person prescribed in **clause 18.1(b)(i)**, provided that an Employee may be required to provide the Centre with satisfactory evidence of such death.
- (b) The Centre and the Casual Employee shall agree on the period for which the Employee will be entitled to not be available to attend work. In the absence of agreement, the Employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The Casual Employee is not entitled to any payment for the period of non-attendance.
- (c) The Centre must not fail to re-engage a Casual Employee because the Employee accessed the entitlements provided for in this clause. The rights of the Centre to engage or not engage a Casual Employee are otherwise not affected.

19. Domestic Leave

An Employee other than a Casual Employee is entitled to one day per year deducted from personal/carer's leave for moving house or other domestic emergency leave. The Employee shall give the Director appropriate notice of when this leave is to be taken.

20. Examination Study Leave

An Employee, who for the purposes of furthering his or her training for the purposes of his/her job, enrolls in any course at a recognised higher education institution shall be granted leave:

- (a) with pay on the day of any examination required in the course, provided that such leave shall only be approved where the Employee provides the Centre with reasonable prior notice to enable alternate staffing arrangements to be effected.
- (b) without pay for the purpose of attending any compulsory residential centre which is a part of such course.

21. Leave to Deal with Family and Domestic Violence

Family and domestic violence leave is provided in accordance with the NES.

22. Jury Service Leave

22.1 A Full-Time or Part-Time Employee required to attend for jury service during ordinary working hours shall be provided with paid leave for this purpose. The Employee shall be required to reimburse to the Employer any monies payable to the Employee for such attendance (excluding reimbursement of expenses) which required the Employee's absence from the School.

22.2 The Employee shall notify the Employer as soon as possible of the date upon which he or she is required to attend for jury service. The Employee shall provide to the Employer a copy of the summons to attend jury duty and a record of payments received as proof of attendance.

22.3 An Employee's entitlement to Community Service Leave under the Act is otherwise unaffected.

23. Public Holidays

23.1 The days on which the following public holidays are observed shall be public holidays, namely: New Year's Day, Australia Day, Canberra Day, Good Friday, Easter Saturday, Easter Sunday, Easter Monday, Anzac Day, Queen's Birthday, Family and Community Day, Labour Day, Christmas Day and Boxing Day, together with any day or part day, recognised under the NES as a public holiday in the Australian Capital Territory.

23.2 Where ACT public holidays conflict with the requirements of the NSW or other curriculums being taught, an Employer and Employee may reach agreement on the substitution of a day or part-day for a public holiday. A separate signed agreement shall be reached in relation to each public holiday which is substituted.

23.3 Full-Time and Part-Time Employees shall be entitled to the public holidays in **clause 23.1** without loss of pay, provided that an Employee shall only be paid for such holidays as occur on those days which he or she normally works.

23.4 All time an Employee is required to work on a public holiday as identified in **clause 23.1** shall be paid for at the rate of double time and one half at the unaveraged ordinary-time rate with a minimum payment of four hours.

PART E – EMPLOYMENT RELATIONSHIP, TERMINATION OF EMPLOYMENT AND RELATED MATTERS

24. Hours of Work

24.1 Ordinary Working Hours

- (a) The ordinary working hours of an Employee, exclusive of the half hour unpaid lunch break each rostered day, shall not exceed an average of 38 per week to be worked between the hours of 7.00 am to 6:30 pm Monday to Friday by:
 - (i) the Employee working in rostered days of more than eight ordinary hours one or more days during the work cycle;
 - (ii) by the Employee(s) working three 10 hour rostered days and one 8 hour rostered day per week; or
 - (iii) by the Employee(s) working four 9.5 hour rostered days per week; or
 - (iv) any other rostered day arrangement whereby an Employee works no more than 10 hours per day or 38 hours per week.
- (b) The Centre will provide relief for an Employee during their unpaid lunch break, in which time an Employee may leave the premises of the Centre. Such break unless shall be no longer than 40 minutes unless agreed to by the employee.

24.2 Crib Break

If and when the Centre should require an Employee to not leave the premises during a lunch break, and no relief is provided for the Employee, a crib break will apply. Not more than 30 minutes nor less than 20 minutes shall be allowed to Employees each day for when a midday crib break may be applicable. Such crib break shall be counted as time worked.

24.3 Educational Leader Time

- (a) An Employee responsible for programming and planning for a group of children will be entitled to a minimum of two hours per week during which the Employee is not required to teach or supervise children or perform other duties directly for the Centre, for the purpose of planning, researching and programming activities.
- (b) A Director will be entitled to at least 16 hours per week to perform administrative tasks but not including programming and planning.

24.4 Make-up Time

An Employee may elect, with the consent of the Centre, to work 'make-up time', under which the Employee takes time off during ordinary hours, and works those hours at a later time.

24.5 Professional Development, Training and Planning

- (a) 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 Employees is a joint responsibility of both the Centre and the Employee.
- (b) The Centre may request an Employee to attend any courses in after hours or on weekends. Such attendance shall be at the option of the Employee.
- (c) Should there be any form of disagreement between the parties the matter shall be dealt with in accordance with the Disputes Procedures within clause 6 of this Agreement.

24.6 First Aid Certificate

- (a) Employees shall be required to obtain and maintain an approved first aid certificate as well as asthma and anaphylaxis certification.
- (b) Employees shall be granted paid leave to attend a first aid course or when a first aid course is in the Employee's own time, Employees will receive time in lieu at ordinary rate for course attendance time.

24.7 Rest Pauses

At a time suitable to the Employer, an Employee is entitled to a rest break of 10 minutes, which will be counted as time worked, for each period of three hours worked, with a maximum of two rest breaks per rostered day. If the Employee works a rostered day longer than eight (8) hours the Employee shall receive an additional break of 10 minutes which shall be taken at a time convenient to the Centre.

24.8 Rostered Days Off

The Employer and a Full-time Employee may agree that the ordinary hours of work provided by **clause 24.1(a)** will be worked over 19 days in each four week period, in which case the following provisions will apply:

- (a) The Employee will work 152 hours over 19 days in each four week period with one rostered day off on full pay in each such period.
- (b) An Employee will accrue 24 minutes for each eight hour day worked to give the Employee an entitlement to take rostered days off.
- (c) Rostered days off will not be regarded as part of the Employee's annual leave for any purpose.
- (d) An Employee will not be entitled to more than 12 rostered days off in any 12 months of consecutive employment and must be taken in the year that they were earned.
- (e) An Employee who is scheduled to take a rostered day off before having worked a complete four week cycle will be paid a pro rata amount for the time that the Employee has accrued in accordance with **clause 24.8(b)**.
- (f) An Employee whose employment is terminated in the course of a four week cycle will be paid a pro rata amount for the time that the Employee has accrued in accordance with **clause 24.8(b)**.

- (g) Rostered days off will be determined by mutual agreement between the Employer and the Employee, having regards to the needs of the place of employment.
- (h) An Employee will be advised by the Employer at least four weeks in advance of the day on which the Employee is to be rostered off duty.

24.9 Staff meetings

- (a) Employees shall be required to attend staff meetings that occur on a day that they are rostered to work.
- (b) Staff meetings will commence at 6pm.
- (c) Where an Employee has left the premises and is required to return in order to attend the staff meeting, they will be paid for 2 hours of meeting time.

25. Terms of Engagement

25.1 The Centre shall provide all Full-time and Part-time Employees with a letter of appointment on engagement setting out the following:

- (a) the classification and rate of pay of the Employee on appointment
- (b) the number of hours to be worked each week and hours of operation of the centre.
- (c) the number of weeks to be worked through the year
- (d) a statement in relation to superannuation entitlements
- (e) the employees entitlements including personal/carer's leave, annual leave and long service leave
- (f) the procedure as to alteration of days of attendance
- (g) notice on termination.

25.2 The Centre may, if the Centre deems it appropriate, provide a Teacher of children with special needs with a letter of appointment which outlines the Teacher's teaching load, days of attendance, and place of employment which may be varied throughout the period of engagement. Such variations would occur from time to time and with not less than four weeks' notice or otherwise by agreement.

25.3 Payment During Close-Down Time

- (a) Notwithstanding the foregoing provisions, where the Centre is closed no work is available, an Employee shall be paid accrued annual leave at the ordinary rate of pay during such a period provided that during the Christmas vacation only an Employee with insufficient credit of annual leave to maintain the ordinary rate of pay during the said vacation period may be stood down without pay for a maximum of two weeks.
- (b) Where the employment of an Employee is terminated by the Centre in

accordance with the provisions of this clause through no fault of the Employee during the close down period, and such Employee whose services are so terminated is re-employed by the Centre before the expiration of two weeks after the commencement of the next term, the contract of employment shall not be deemed to have been broken for the purposes of the long service leave. Any period of non-employment of any such Employee who is so re-employed shall not count as qualifying service for the purposes of long service leave.

26. Termination and Notice

26.1 Notice of Termination - Teachers

- (a) The employment of any Teacher (other than a Temporary or Casual Teacher) shall not be terminated without at least four weeks' notice by either party or the payment of or forfeiture of four weeks' salary in lieu of notice. If a Teacher is over 45 years of age and has completed at least two years of service, an additional week of notice shall be provided by the Employer.
- (b) The employment of a Temporary Teacher employed for a period in excess of four weeks shall not be terminated except in accordance with the provisions of **clause 26.1(a)**.
- (c) The Employer must give a Full-Time or Part-Time Teacher notice in writing of the date of termination of employment. The date of termination cannot be before the date on which the notice is given or the date on which payment in lieu of notice is made.

26.2 Notice of Termination – Support Employees

- (a) Except for the first month of employment, the employment of a Full-Time or Part-Time Support Employee may be terminated by either party by giving notice to the other party as set out in **clauses 26.2(b) and (c)** or by the payment or forfeiture of the equivalent wages in lieu of notice.
- (b) Period of Notice

Years of Continuous Service	Notice Period
Up to 3 years of service	2 weeks minimum

More than 3 years but not more than 5 years	3 weeks minimum
More than 5 years	4 weeks minimum

- (c) In addition to the notice periods specified in **clause 26.2(b)**, Support Employees aged over 45 years are entitled to one additional week's notice from the Employer.
- (d) During the first month of employment, the employment of a Full-Time or Part-Time Support Employee may be terminated by one week's notice given by either the Employer or the Employee, or by the payment or forfeiture, as the case may be, of one week's wages in lieu of notice.
- (e) The Employer must give a Full-Time or Part-Time Support Employee notice in writing of the date of termination of employment. The date of termination cannot be before the date on which the notice is given or the date on which payment in lieu of notice is made.

26.3 Forfeiture

- (a) If an Employee fails to give notice in accordance with **clause 26.1 or 26.2** or fails to work out the notice period, the Employee may specifically authorise the Employer to deduct from monies due, including any annual leave or long service leave payments, an amount equal to the gross ordinary rate of pay for the notice not worked, or not given. Any outstanding balance becomes a debt due to the Employer.
- (b) Deductions pursuant to a specific authorisation under **clause 26.3(a)** are made from an Employee's gross salary before tax i.e. a week's notice not worked, or not given will be fully satisfied by the deduction of an amount equal to one week's salary being withheld by the Employer before tax is applied..
- (c) Where the Employee declines to authorise such a deduction under **clause 26.3(a)**, either in full or in part, the remaining amount outstanding equal to the gross ordinary rate of pay for the notice not worked, or not given, becomes a debt due to the Employer that may be pursued by the Employer to a maximum of two weeks' pay for a Teacher, and a maximum of one week's pay for a Support Employee.

26.4 The periods of notice in **clauses 26.1 and 26.2** do not apply:

- (a) in the case of dismissal for serious and wilful misconduct;
- (b) to Employees engaged for a specific or maximum period of time or for specific task or tasks;
- (c) to trainees whose employment under a traineeship agreement or an approved traineeship is for a specified period or is, for any other reason, limited to the duration of the agreement;
- (d) to Casual Employees – provided that at least one hours' notice of termination is provided.

26.5 Statement of Service

On the termination of the employment the Employer shall, at the request of the Employee, give to such Employee a statement signed by the Employer stating the

period of employment, the age of children taught (Teachers only), the Employee's classification and position held, any special and/or additional duties performed by the Employee and when the employment terminated.

27. Consultation and Redundancy

27.1 Application

- (a) This clause shall apply in respect of Full-Time and Part-Time Employees. **Clauses 27.2, 27.3 and 27.12** shall also apply in respect of Casual Employees.
- (b) The provisions of **clause 27.4 to 27.11** shall only apply to the Employer if it employs 15 or more employees (including employees other than Employees) immediately prior to the termination of employment of Employees.
- (c) Notwithstanding anything contained elsewhere in this Agreement, the provisions of **clauses 27.4 to 27.11** shall not apply to Employees with less than one year's continuous service.
- (d) The provisions of **clauses 27.4 to 27.11** 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, 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.

27.2 Employer's Duty to Notify and Discuss

- (a) Where the Centre 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, the Employer shall notify the Employees who may be affected by the proposed changes, and the Union to which they belong.
- (b) 'Significant effects' include termination of employment, major changes in the composition, operation or size of the Centre'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.

27.3 Discussions with Teachers and their Representatives

- (a) The Employer shall discuss with the Employees affected by the introduction of such changes, and the Union to which they belong, the introduction of the changes, the likely effect on the Employees and the measures taken to avert or mitigate the adverse effects of such changes, as soon as is practicable after the Centre has made the decision outlined in **clause 27.2(a)**.
- (b) The Employees may appoint a representative for the procedures outlined in this **clause 27**. If an Employee appoints, or Employees appoint, a representative for the purposes of consultation and the Employee or Employees advise the Centre of the identity of the representative, the Centre must recognise that representative. Where an Employee is a member of a Union, the Union will be

that Employee's representative unless the Employee appoints another person or revokes the Union's status as their representative.

- (c) For the purpose of the discussions the Centre shall provide, in writing, to the Employees concerned, all relevant information about the proposed changes including the reasons for, and the nature of, the proposed changes, the number and categories of Employees likely to be affected, information about the expected effects of the changes on the Employees, and any other matters likely to affect the Employees. This information shall be provided as soon as practicable after the Centre has made the decision outlined in **clause 27.2(a)**, provided that the Centre shall not be required to disclose confidential or commercially sensitive information.
- (d) The Centre must give prompt and genuine consideration to matters raised about the major changes by the Employees or their representatives.

27.4 Notice – Redundancy.

- (a) This clause sets out the notice provisions to be applied to terminations by the Centre for reasons arising from production, program, organisation or structure in accordance with **clause 27.2**. The provisions of the clause shall only apply to a Centre if it employs 15 or more employees immediately prior to the termination of employment of Employees.
- (b) In order to terminate the employment of an Employee on the basis of redundancy, the Centre shall give to the Employee notice or payment or pro-rata part payment in lieu of notice in accordance with the provisions in **clause 26.1 or 26.2**.
- (c) 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 notice specified and part payment in lieu thereof.

27.5 Time off During the Notice Period - Redundancy

- (a) During the period of notice of termination given by the Centre 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 weeks, for the purposes of seeking other employment.
- (b) 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 the Centre, be required to produce proof of attendance at an interview or the Employee shall not receive payment for the time absent.

27.6 Employee leaving during the Notice Period – Redundancy

An Employee given notice of termination in circumstances of redundancy may terminate their employment during the period of notice. The Employee shall be entitled to the same benefits and payments under this **clause 27** had the Employee remained with the Centre until the expiry of such notice. Provided that in such circumstances the Employee shall not be entitled to payment in lieu of notice.

27.7 Statement of Employment

The Centre 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.

27.8 Employment Separation Certificate

The Centre 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.

27.9 Transfer to Lower Paid Duties

Where an Employee is transferred to lower paid duties for reasons set out in **clause 27.2**, 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 the Centre may at the Centre'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 rate for the number of weeks of notice still owing.

27.10 Severance Pay

- (a) Where an Employee is to be terminated pursuant to **clause 27.2**, the Employer shall pay the following severance pay in respect of a continuous period of service:
- (b) If an Employee is under 45 years of age, the Employer shall pay in accordance with the following scale:

<u>Years of Service</u>	<u>Under 45 Years of Age Entitlement</u>
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

- (c) Where an Employee is 45 years old or over, the entitlement shall be in accordance with the following scale:

<u>Years of Service</u>	<u>45 Years of Age and Over Entitlement</u>
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

- (d) 'Weeks' Pay' means the all-purpose rate of pay for the Employee concerned at the date of termination, and shall include, in addition to the ordinary rate of pay,

over Agreement payments, shift penalties and allowances provided for in this Agreement.

27.11 Alternative Employment

Subject to an application by the Centre and order of the Fair Work Commission the Centre may pay a lesser amount (or no amount) of severance pay than that contained in **clause 27.10** if the Centre obtains acceptable alternative employment for the Employee.

27.12 Changes to Regular Rosters or Ordinary Hours of Work

- (a) The Employer will consult with Employees about a change to their regular roster or ordinary hours of work.
- (b) For the purposes of this **clause 27.12** the Employer will:
 - (i) provide information to the affected Employees about the change; and
 - (ii) invite affected Employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities); and
 - (iii) consider any views that are given by the Employees.
- (c) Employees may be represented for the purposes of consultation under this **clause 27**.

PART F – MISCELLANEOUS

28. Relationship of Agreement with other Industrial Instruments

To remove any uncertainty, this Agreement wholly displaces and operates to the exclusion of all awards and other agreements that would otherwise apply to Employees whose employment is regulated by the provisions of this Agreement.

29. No Extra Claims

- 29.1 The parties agree that the wage increases and other improvements in conditions of employment provided for by this Agreement are in settlement of all existing claims made by the Employee(s) for the life of the Agreement.
- 29.2 It is a term of this Agreement that the Employees covered by this Agreement will not pursue any extra claims for improvement in wages or other terms and conditions of employment for the duration of this Agreement.
- 29.3 The parties agree that the wage increases and other improvements in conditions of employment provided for by this Agreement are in lieu of any improvements in wages or conditions of employment provided for under any decision or standard of the Fair Work Commission or any other court, commission or tribunal handed down or issued prior to or during the life of this Agreement and no claim can be made for any such increase during or after the term of this Agreement.

30. Union Representatives

- 30.1 The Centre shall permit the union representative in the Centre to post Union notices relating to the holding of meetings on a common room noticeboard.
- 30.2 The Union representative shall be permitted in working hours [other than timetabled teaching time] to interview the Employer on union business. Such interview shall take place at a time and place convenient to both parties.
- 30.3 Meetings of Union members who are employed at the Centre may be held on the Centre premises at times and places reasonably convenient to both Union members and the Employer provided that the Union representative gives prior notice to the Employer of the members' intention to meet.

31. Flexibility Clause

- 31.1 The Employer and an Employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:
- (a) the Agreement deals with 1 or more of the following matters:
 - (i) overtime rates;
 - (ii) penalty rates;
 - (iii) arrangements about when work is performed;

- (iv) allowances; and
 - (v) leave loading.
- (b) the arrangement meets the genuine needs of the Employer and the Employee in relation to 1 or more of the matters mentioned in **paragraph (a)**; and
- (c) the arrangement is genuinely agreed to by the Centre and the employee.
- 31.2 The Employer must ensure that the terms of the individual flexibility arrangement:
- (a) are about permitted matters under section 172 of the Act; and
 - (b) are not unlawful terms under section 194 of the Act; and
 - (c) result in the Employee being better off overall than the Employee would be if no arrangement was made.
- 31.3 The Employer must ensure that the individual flexibility arrangement:
- (a) is in writing; and
 - (b) includes the name of the Employer and the Employee; and
 - (c) is signed by the Principal or the Principal's delegate and the Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and
 - (d) includes details of:
 - (i) the terms of the Agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - (e) states the day on which the arrangement commences.
- 31.4 The Employer must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 31.5 The Employer or Employee may terminate the individual flexibility arrangement:
- (a) by giving no more than 28 days written notice to the other party to the arrangement; or
 - (b) if the Employer and the Employee agree in writing — at any time.

32. Requests for Flexible Working Arrangements

- (a) An eligible Employee can request a flexible working arrangement pursuant to Section 65 of the Act.
- (b) The obligations of the school and procedures to be followed in responding to the request are set out in Section 65A of the Act for, including the right to refuse the request based on reasonable business grounds following discussions with the employee.

Note: Disputes about requests for flexible working arrangements may be dealt with under **clause 7 Dispute Procedures** and/or under section 65B of the Act.

SCHEDULE 1 – SALARY SCALES AND ALLOWANCES

Table 1A – Salaries for Teachers

The following minimum rates shall apply in accordance with effect from the beginning of the first full pay period commencing on or after dates indicated (except the rates effective from commencement of the Agreement) :

Incremental Salary Step	Rates effective from the first full pay period on or after 1 February 2023 \$	Rates effective from the first full pay period on or after 1 February 2024 5.0% \$
Step 1	64,025	70,214
Step 2	70,932	74,479
Step 3	73,770	77,459
Step 4	77,524	81,400
Step 5	79,199	83,159
Step 6	83,297	87,462
Step 7	87,979	92,378
Step 8	93,174	97,833
Step 9	102,108	107,213
Step 10	102,108	107,213
Step 11	106,195	111,505
Step 12	110,801	116,341
Step 13	115,223	120,984

Table 1B – Casual Hourly Rates for Teachers

The following minimum casual hourly rates shall apply with effect from the beginning of the first full pay period commencing on or after dates indicated (except the rates effective from commencement of the Agreement):

	Rates effective from the first full pay period on or after 1 February 2023 \$	Rates effective from the first full pay period on or after 1 February 2024 5% \$
3 years Trained Teacher	52.55 per hour	55.18 per hour
4 years Trained Teacher	58.79 per hour	61.73 per hour

Table 2 – Rates of Pay for Early Childhood Educators

Classification	Year	Rates effective from the first full pay period on or after 1 February 2023 \$	Rates effective from the first full pay period on or after 1 February 2024 2.53% \$
Early Childhood Educator – Level 1	1	49,113	50,356
Early Childhood Educator– Level 2	2.1	50,514	51,950
	2.2	51,402	52,879
Early Childhood Educator – Level 3	3.1	57,681	59,459
	3.2	60,397	62,303
	3.3	60,397	62,303
	3.4	60,397	62,303
Early Childhood Educator – Level 4	4.1	62,537	64,541
	4.2	66,732	68,930
	4.3	66,732	68,930
Early Childhood Educator – Level 5	5.1	64,245	64,541
	5.2	66,732	68,930
	5.3	66,732	68,930
	5.4	66,732	68,930

Table 3 – Rates of Pay for Administrative Employees

The following minimum rates shall apply with effect from the beginning of the first full pay period commencing on or after dates indicated (except the rates effective from commencement of the Agreement):

Rates effective from the first full pay period on or after 1 February 2023					
Classification	Step	Annual \$	Weekly \$	Hourly \$	Casual Hourly \$
Administrative Assistant Level 1	1	64,441	1,235.92	32.52	40.65
	2	66,314	1,271.84	33.47	41.84
Administrative Assistant Level 2	1	68,189	1,307.81	34.42	43.03
	2	70,060	1,343.69	35.36	44.20
Administrative Assistant Level 3	1	71,912	1,379.20	36.29	45.36
	2	73,733	1,414.13	37.21	46.51

Rates effective from the first full pay period on or after 1 February 2024 2.53%					
Classification	Step	Annual \$	Weekly \$	Hourly \$	Casual Hourly \$
Administrative Assistant Level 1	1	66,071	1267.19	33.35	41.68
	2	67,992	1304.02	34.32	42.90
Administrative Assistant Level 2	1	69,914	1340.89	35.29	44.11
	2	71,833	1377.69	36.25	45.32
Administrative Assistant Level 3	1	73,731	1414.10	37.21	46.52
	2	75,598	1449.91	38.16	47.69

Table 4 - Rate of Pay for Directors

The following minimum rate shall apply with effect from the beginning of the first full pay period commencing on or after dates indicated (except the rates effective from commencement of the Agreement):

Rates effective from the first full pay period on or after 1 February 2023 \$	Rates effective from the first full pay period on or after 1 February 2024 5.0% \$
134,594	141,324

Table 5 – Allowances

The following allowances shall apply with effect from the beginning of the first full pay period commencing on or after dates indicated (except the rates effective from commencement of the Agreement):

Clause	Brief Description of Allowance	Allowance Amount 1 February 2024	
		10.1(a)(i)	First Aid Allowance (Support Employees)
		Per day	\$7.30
10.1(b)	Meal Allowance (Support Employee)	Per shift	\$16.34
10.1(c)(i)	Travelling Allowance	Per kilometre	\$0.96
10.1(d)	Educational Leader Allowance	Per annum	\$5,000.00
10.1(e)	Nominated Supervisor Allowance	Per week	\$48.58
		Per day	\$9.71

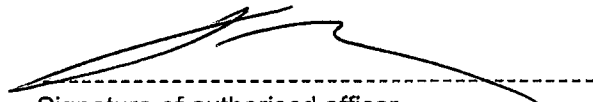
SCHEDULE 2 – TRANSLOCATION OF EARLY CHILDHOOD EDUCATORS

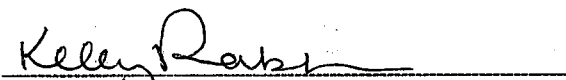
Classification under Previous Agreement	Classification under this Agreement	Is Further Incremental Progression Available Within the Level?
Childcare Assistant	Early Childhood Educator – Level 1	No
Childcare Assistant - Level 2.1	Early Childhood Educator – Level 2.1	Yes
Childcare Assistant - Level 2.2	Early Childhood Educator – Level 2.2	2.2 is highest step
Childcare Worker - Level 1.1	Early Childhood Educator – Level 3.1	Yes, up to 3.4
Childcare Worker - Level 1.2	Early Childhood Educator – Level 3.2	Yes, up to 3.4
Advanced Childcare Worker - Level 1	Early Childhood Educator – Level 4.1	Yes, up to 4.3
Advanced Childcare Worker - Level 1.2	Early Childhood Educator – Level 4.2	Yes, up to 4.3
Advanced Childcare Worker - Level 2.1	Early Childhood Educator – Level 4.3	4.3 is highest step
Advanced Childcare Worker - Level 2.2	Early Childhood Educator – Level 4.3	4.3 is highest step
Assistant Director or Co-ordinator - Level 1	Early Childhood Educator – Level 5.2	
Assistant Director or Co-ordinator - Level 2	Early Childhood Educator – Level 5.2	
Childcare Centre Director	Director	No

Signing Page

EXECUTED as an agreement.

SIGNED for and on behalf of **The Burgmann Anglican School (Employer)** by an authorised officer in the presence of:


Signature of authorised officer



Signature of witness

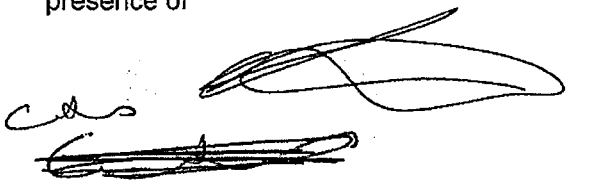
Joel Anderson 17 Dibbley Cres
Name and address of authorised officer Throsby ACT 2914

KELLY ROBBINS
Name of witness (print)

Chief Operating Officer
Office held

SIGNED for and on behalf of the **Independent Education Union of Australia** by an authorised person in the presence of


Signature of authorised officer


Signature of witness

Carol Matthews 485-501 Wattle Street
Name and address of authorised officer Ultimo NSW 2007

Emma Ford
Name of witness (print)

Secretary, NSW/ACT Branch
Office held