



**Kawana Community Kindergarten Early Childhood
Education Collective Enterprise Agreement 2024**

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PART 1 - PRELIMINARY

1.1 Title

This Agreement shall be known as the Kawana Community Kindergarten Early Childhood Education Collective Enterprise Agreement 2024.

1.2 Application of the Agreement

1.2.1 This Agreement shall apply to the Kawana Community Kindergarten & Preschool Association Inc., its employees for whom rates of pay are provided by this Agreement and the Independent Education Union of Australia (IEUA).

1.2.2 The National Employment Standards (NES) will form part of this Agreement and apply to the employer and employees. Where any provision of the NES is inconsistent with this Agreement, and the NES is more beneficial to an employee, then the NES will prevail.

1.3 Date and Period of Operation

1.3.1 This Agreement will operate seven (7) days from the date of approval by FWC and shall remain in force until 31 December 2026 and thereafter until terminated in accordance with the Act.

1.3.2 Where this Agreement provides for a benefit from a date earlier than the commencement date, the employer will provide such benefit backdated to the earlier date.

1.4 Parties Bound

Parties bound to this agreement are Kawana Community Kindergarten & Preschool Association Inc., its employees and the Independent Education Union of Australia.

1.5 Definitions

1.5.1 **'Act'** means the *Fair Work Act 2009*.

1.5.2 **'ATO'** means the Australian Tax Office.

1.5.3 **'Director'** means a teacher-in-charge (director) who is a teacher as defined by this Agreement and who is required to organise and conduct the programs and direct staff within the kindergarten/preschool and is in-charge of the kindergarten/preschool. The director may be required to perform such administrative work that is peripheral and incidental to performing these duties.

1.5.4 **'Educational Leader'** means a person with the responsibility of the educational programme as prescribed by the *Education and Care Services National Law and Regulations*. The educational leader is a teacher at the kindergarten.

1.5.5 **'Employer'** means the Kawana Community Kindergarten & Preschool Association Inc.

1.5.6 **'Exempted teacher'** means an employee who does not hold qualifications accepted by the Queensland College of Teachers for registration as a teacher in Queensland, however, that person is in charge of a program in a kindergarten/preschool.

- 1.5.7 **'FWC'** means the Fair Work Commission.
- 1.5.8 **'Immediate family'** of an employee is defined in [section 12](#) of the Act and means:
- (a) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the employee; or
 - (b) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee.
- 1.5.9 **'Joint Validation Committee'** means a committee comprising union and employer representatives.
- 1.5.10 **'Kindergarten/Preschool Assistant'** means an employee who is engaged in assisting in programs at the centre and is under the direction of either a teacher or exempted teacher.
- 1.5.11 **'NES'** means the National Employment Standards.
- 1.5.12 **'Nominated Supervisor'** is the person with the responsibility for the day-to-day management of an approved service as required by the *Education and Care Services National Law (Queensland)* and *Education and Care Services National Regulations*. The nominated supervisor is normally the Director of an early childhood education service.
- 1.5.13 **'Teacher'** means a person who holds a qualification accepted by the Queensland College of Teachers to teach in Queensland, and who is qualified to teach in the early childhood education field.
- 1.5.14 **'Union'** means the Independent Education Union of Australia (IEUA) (which includes, where appropriate to the context, the Independent Education Union of Australia – Queensland and Northern Territory Branch (IEUA-QNT)).
- 1.5.15 **'Vacation time'** means the periods between school terms, excluding any period of annual leave.
- 1.5.16 **'Working Year'** means the number of weeks where an educational programme is provided for children. This shall be the basis for the calculation of all service increments and leave entitlements.

1.6 Agreement Posting

A true copy of this Agreement shall be exhibited in a conspicuous and convenient place or made readily accessible via electronic medium.

1.7 Extra Claims

With the exception of the clause 2.2.5 there will be no further claims during the period of this Agreement.

1.8 Dispute Resolution

- 1.8.1 If a dispute relates to:
- (a) a matter arising under the agreement; or

- (b) any matter arising under the Act (including the NES); or
- (c) any other matter directly related to an employee's employment; or
- (d) any other industrial matter;

this section sets out procedures to settle the dispute.

- 1.8.2 An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this clause.
- 1.8.3 Where an employee wishes an opportunity to be heard regarding problems or misunderstandings, a formal process should only be followed after informal processes have failed.
- (a) In the first instance, the matter should be referred to the director for consideration/resolution.
 - (b) If the director is not the appropriate person to discuss the complaint with, or the employee is not satisfied that the director has adequately considered all the facts of the matter, the employee should refer the matter to the management committee.
- 1.8.4 If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to the FWC.
- 1.8.5 The FWC may deal with the dispute in two (2) stages:
- (a) the FWC will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
 - (b) if the FWC is unable to resolve the dispute at the first stage, FWC may then arbitrate the dispute; and make a determination that is binding on the parties.
- 1.8.6 If the FWC arbitrates the dispute, it may also use the powers that are available to it under the Act.
- 1.8.7 While the parties are trying to resolve the dispute using the procedures in this term:
- (a) an employee must continue to perform their work as they normally would unless they have a reasonable concern about an imminent risk to their health or safety; and
 - (b) an employee must comply with a direction given by the employer to perform other available work at the same workplace, or at another workplace, unless:
 - (i) the work is not safe; or
 - (ii) applicable occupational health and safety legislation would not permit the work to be performed; or
 - (iii) the work is not appropriate for the employee to perform; or
 - (iv) there are other reasonable grounds for the employee to refuse to comply with the direction.

- (c) the status quo existing before the emergence of the grievance or dispute is to continue.

1.8.8 The parties to the dispute agree to be bound by a decision made by the FWC in accordance with this clause.

1.8.9 The employer will endeavour at all times to resolve grievances as quickly as possible, however it should be recognised that the length of time this will take will vary depending upon the situation.

1.9 Concerns Regarding Capacity or Performance

1.9.1 Where it is alleged that an employee's capacity or performance is unsatisfactory, then the following procedure should be followed. The existence of this procedure shall not prevent an employer from dismissing an employee for gross misconduct.

1.9.2 Initial discussions and direction will be provided on an informal basis by the director or the employer's delegate as the case may be. The employee shall be advised that such discussion forms part of this process.

1.9.3 If the problem(s) persists, the director or the employer's delegate will formally discuss with the employee:

- (a) the matter(s) of concern;
- (b) actions necessary to resolve the concerns; and
- (c) a timetable for improvement to be evidence.

1.9.4 Input, including an explanation, will be sought from the employee as part of this discussion.

1.9.5 As a result of these discussions, the director or the employer's delegate will notify the employee in writing regarding those matters in question and specifically that notice will detail the points identified at paragraphs 1.9.3 (a) (b) and (c) above.

1.9.6 The notice identified above will be signed and confirmed by the employee to record the discussion which has taken place. If there is disagreement as to the content of the notice the employee shall have the opportunity for their views to be placed on the record.

1.9.7 Monitoring and counselling shall then be provided to the employee by the director or the employee's delegate.

1.9.8 Where the problem(s) are not rectified through the use of the above process, the employer may terminate the employee's employment.

1.9.9 An employee may be represented at any stage of this process.

1.10 Individual Flexibility Provision

1.10.1 An employer and employee covered by this enterprise Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:

- (a) the Agreement deals with one (1) or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) overtime rates;
 - (iii) penalty rates;
 - (iv) allowances;
 - (v) leave loading; and
- (b) the arrangement meets the genuine needs of the employer and employee in relation to one (1) or more of the matters mentioned in paragraph (a); and
- (c) the arrangement is genuinely agreed to by the employer and employee.

1.10.2 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.

1.10.3 The employer must ensure that the individual flexibility arrangement:

- (a) is in writing; and
- (b) includes the name of the employer and employee; and
- (c) is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
- (d) includes details of:
 - (i) the terms of the Agreement that will be varied by the arrangement; 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 their employment as a result of the arrangement; and
- (e) states the day on which the arrangement commences.

1.10.4 The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

1.10.5 The employer or employee may terminate the individual flexibility arrangement:

- (a) by giving no more than 28 days written notice to the other party to the arrangement; or
- (b) if the employer and employee agree in writing — at any time.

1.11 Flexible Working Arrangements

1.11.1 Employee may Request Change in Working Arrangements

- (a) Clause 1.11 applies where an employee has made a request for a flexible working arrangement under section 65 of the Act.
- (b) Employees may request flexible working arrangements because (of):
 - (i) the employee is pregnant;
 - (ii) the employee is the parent, or has responsibility for the care, of a child who is of school age or younger;
 - (iii) the employee is a carer (within the meaning of the *Carer Recognition Act 2010*);
 - (iv) the employee has a disability;
 - (v) the employee is 55 or older;
 - (vi) the employee is experiencing violence from a member of the employee's family;
 - (vii) the employee provides care or support to a member of the employee's immediate family, or a member of the employee's household, who requires care or support because the member is experiencing violence from the member's family; or
 - (viii) any other arrangement set out in section 65(1A) of the Act.
- (c) An employer may only refuse a request for flexible working arrangements on 'reasonable business grounds'.
- (d) Clause 1.11 is an addition to section 65 of the Act.

1.11.2 Responding to the Request

- (a) Before responding to a request made for a flexible working arrangement, the employer must discuss the request with the employee and genuinely try to reach agreement on a change in working arrangements that will reasonably accommodate the employee's circumstances having regard to:
 - (i) the needs of the employee arising from their circumstances;
 - (ii) the consequences for the employee if changes in working arrangements are not made; and
 - (iii) any reasonable business grounds for refusing the request.
- (b) The employer must give the employee a written response to an employee's request for flexible working arrangements within 21 days of receiving the request, stating whether the employer grants or refuses the request.
- (c) If the employer refuses the request, the written response must include details of the reasons for the refusal.

1.11.3 What the written response must include if the employer refuses the request

Clause 1.11.3 applies if the employer refuses the request and has not reached an agreement with the employee under clause 1.11.2.

- (a) The written response by the employer must include details of the reasons for the refusal, including the business ground or grounds for the refusal and how the ground or grounds apply.
- (b) If the employer and employee could not agree on a change in working arrangements under clause 1.11.2, the written response from the employer must:
 - (i) state whether or not there are any changes in working arrangements that the employer can offer the employee so as to better accommodate the employee's circumstances; and
 - (ii) if the employer can offer the employee such changes in working arrangements, set out those changes in working arrangements.

1.11.4 What the written response must include if a different change in working arrangements is agreed

If the employer and the employee reached an agreement under clause 1.11.2 on a change in working arrangements that differs from that initially requested by the employee, the employer must provide the employee with a written response to their request setting out the agreed change(s) in working arrangements.

1.11.5 Dispute resolution

Disputes about whether the employer has discussed the request with the employee and responded to the request in the way required by clause 1.11, can be dealt with under clause 1.8 of this Agreement.

PART 2 - WAGES AND WAGE RELATED MATTERS

2.1 Payment of Wages

- 2.1.1 Except where otherwise mutually agreed to between the employer and the employee, payment of wages shall be made fortnightly.
- 2.1.2 Payments will be made by direct transfer into the employee's bank account.

2.2 Wage Increases

2.2.1 Teachers, Assistants and Exempted Teachers

Subject to clause 2.2.5, the salary increases are set out in (a) to (f) below:

- (a) a salary increase of 4% of the applicable salary rate operative as of the first full pay period on or after 1 July 2023;
- (c) a salary increase of 3% of the applicable salary rate operative as of the first full pay period on or after 1 July 2024; and
- (d) from the first full pay period on or after 1 July 2025, a salary increase will be provided in accordance with clause 2.2.4 of this Agreement; and

(d) from the first full pay period on or after 1 July 2026, a salary increase will be provided in accordance with clause 2.2.4 of this Agreement.

2.2.2 Employees who, at the time of making this Agreement, are paid at an ordinary rate higher than the applicable rate as contained in 2.2.5 will continue to be paid at the higher rate. Employees captured by this clause will continue to receive the same percentage wage increase as provided for in 2.2.2.

2.2.3 The allowances provided in Schedule 2 will receive the same increase as clause 2.2.

2.2.4 The salaries and wages for employees are shown in Schedule 1 of this Agreement.

2.2.5 Future Wage Increases and Claims

(a) The parties acknowledge that employees to whom this Agreement applies have, traditionally, received wage increases which are the same as (or comparable to) the wage increases which have applied to teachers employed in State Schools. It is the intention of the signatories to this Agreement that this relationship be retained. That intention is formalised in paragraphs (b), (c) and (d) below.

(b) It is an enforceable term of this Agreement that the wages for teachers will be increased by the same percentage movement, and will be the same quantum, as wages for teachers employed in Queensland State Schools.

(c) The wages for employees other than teachers will be increased by the same percentage movement which applies to teachers.

(d) The commitment to match the wage increases in Queensland State Schools will apply only to the classification levels contained in this Agreement and the counterpart (if such levels are amended) classification levels in State Schools.

(e) The allowances provided in clause 2.4 will receive the same increase as applies to wage rates.

2.3 Band Access and Classifications

2.3.1 Teacher (3 year trained)

(a) Teachers admitted to the service with three (3) years of teacher training or such other qualifications recognised by the employer for this purpose may be appointed as a Teacher 3 year trained.

(b) A teacher 3 year trained shall commence on the 1st step of Band 1 and progress by annual increment to the 4th step of Band 2.

(c) A teacher 3 year trained will progress from the 4th step of Band 2 to the 1st step of Band 3 after serving one (1) year on the 4th step of Band 2. Such teacher will then progress through Band 3 by biennial increments, i.e. every two (2) years served on each incremental step of Band 3 shall then entitle the teacher to move to the next appropriate step of Band 3.

- (d) A teacher 3 year trained may accelerate this progression by performing a minimum of eight (8) days professional development activity in their own time and submitting a portfolio of these activities and any other relevant matters to the joint validation committee for assessment.
- (e) A teacher 3 year trained may undertake an appropriate additional year of formal training which shall entitle them to move to the appropriate step on the scale that relates to their years of experience up to the maximum of Band 3, Step 4.
- (f) Credit for professional development activities shall be given if such activities occurred prior to 1 July 1991 if these activities can be appropriately documented to the satisfaction of the joint validation committee.
- (g) A teacher 3 year trained shall keep a portfolio of the teacher's professional development activities which shall be validated by the joint validation committee before the teacher is entitled to move between Band 2 and Band 3.
- (h) A teacher 3 year trained who obtains an approved degree from a recognised University or an approved equivalent tertiary qualification shall be appointed as a teacher 4 year trained with the same years of service.

2.3.2 Teacher (4 year trained)

- (a) Teachers admitted to the service who hold an approved degree from a recognised university or an approved equivalent tertiary qualification plus at least one year of teacher training or such other qualifications, recognised by the employer as equivalent to one (1) year of teacher training, may be appointed as a teacher 4 year trained.
- (b) A teacher 4 year trained shall commence on the first step of Band 2 and shall progress by annual increment to the 4th step of Band 3.
- (c) A teacher admitted to the service as a teacher 4 year trained who has an approved bachelor's degree with first or second class honours, or a higher degree or two (2) approved degrees from a recognised university and one (1) year of teacher training shall commence on the 2nd step of Band 2.
- (d) A teacher 3 year trained who obtains an approved degree from a recognised university or an approved equivalent tertiary qualification shall be appointed as a teacher 4 year trained with the same years of service.

2.3.3 Senior Teacher

- (a) A teacher will incrementally progress to senior teacher, subject to the following criteria:
 - (i) one (1) year's employment on Band 3, Step 4; and
 - (ii) completion of three (3) days professional development, in their own time, in each of the three (3) years preceding their application; and
 - (iii) provision, on request, of a portfolio of evidence of professional development activities undertaken; and
 - (iv) a commitment to continue to participate in professional development.

- (c) In the case of a part-time teacher, this salary will be paid on a *pro-rata* basis according to the number of hours per week worked.
- (d) For the purposes of this clause, a day would require a minimum of six (6) hours' course content.
- (e) For the purposes of this clause, professional development is a professional activity conducted by an accredited professional body, i.e. Creche and Kindergarten Association (C&K), Early Childhood Australia (ECA), Early Childhood Teacher's Association (ECTA), Department of Education, IEUA-QNT/IEUA, Technical and Further Education (TAFE), or University where the content/topic/theme is based on early childhood education.
- (f) Professional development for the purposes of this clause does not include first aid or fire safety training.
- (g) Should a teacher wish to have any other activity recognised as relevant professional development for the purposes of this clause, they are required to provide details of attendance (including hours), the nature of the course work involved and the providers of the course.

2.3.4 Experienced Senior Teacher

The experienced senior teacher (EST) classification will be available to any teacher with two (2) or more years' satisfactory service as a Senior Teacher.

2.3.5 Employees other than Teachers

- (a) Assistants are defined as follows:
 - i) **Grade U:** employees who have no formal early childhood education qualification;
 - ii) **Grade 1:** employees who hold an early childhood education qualification which ordinarily can be obtained by studying full-time for one (1) year. For example, a Certificate III;
 - iii) **Grade 2:** employees who hold an early childhood education qualification which ordinarily can be obtained by studying full-time for two (2) years. For example, a Diploma;
 - iv) **Grade 3:** employees who hold an early childhood education qualification which ordinarily can be obtained by studying full-time for three (3) years. For example, an Advanced Diploma or higher.
- (b) Exempted Teachers are defined as follows:
 - i) **Grade 1:** employees who have no formal early childhood education qualification;
 - ii) **Grade 2:** employees who hold an early childhood education qualification which ordinarily can be obtained by studying full-time for one (1) year. For example, a Certificate III;
 - iii) **Grade 3:** employees who hold an early childhood education qualification which ordinarily can be obtained by studying full-time for two (2) years. For example, a Diploma.

2.3.6 For the purposes of this Agreement, qualifications are those obtained through a college of TAFE, a college of Advanced Education or University, a Registered Training Organisation (RTO), or such similar institution that may be relevant to the early childhood education field.

2.3.7 Annual progression

- (a) Except as otherwise provided, progression from one (1) step to a higher step shall be by annual increment for a full-time teacher or assistant or exempted teacher.
- (b) A part-time or casual employee (teacher or assistant or exempted teacher) will progress to the next increment following the completion of 1,000 contact hours.

2.3.8 Recognition of Experience

- (a) When an employee has relevant previous experience in an educational institution, recognition shall be given for that employee's previous experience in an educational institution.
- (b) Relevant previous experience will include (but not be limited to) experience with kindergartens, creches, childcare centres, and schools.
- (c) All relevant previous experience, prior to the operative date of this Agreement, shall be counted for the determination of an employee's years of service.
- (d) An employee may be required to provide evidence of such relevant previous experience, such as a statement of service.

2.4 Allowances

2.4.1 Director's Allowance

- (a) A teacher appointed as a director shall be paid an allowance in addition to their wage as prescribed by clause 2.2. The director's allowance is shown in Schedule 2.
- (b) In the case of a part-time director, this allowance will be paid on a *pro-rata* basis according to the number of hours per week worked. Teachers sharing the responsibility of director shall be entitled to a *pro-rata* proportion of this allowance based on their usual work pattern (i.e. a job-share arrangement between two (2) employees where one works three (3) days and the other works two (2) days will result in the first employee receiving 3/5^{ths} of the allowance and the second employee receiving 2/5^{ths} of the allowance.
- (c) No kindergarten shall be required to pay more than 100% of the relevant director's allowance as a result of a job-share arrangement.

2.4.2 Relieving Director's Allowance

- (a) Where a teacher is required to relieve the director, an additional amount per day shall be paid whilst in charge.
- (b) The relieving director's allowance is shown in Schedule 2.

2.4.3 Locality Allowances

(a) Entitlement

A teacher shall be paid:

- (i) the full rate of the locality allowance if the teacher satisfies the management committee that they has a dependent spouse, dependent de facto spouse or dependent child; or
- (ii) one-half of the full rate of locality allowance if the teacher does not have a dependent spouse, dependent de facto spouse or dependent child.

(b) Dependent

As a guide, a person in receipt of remuneration less than the Queensland minimum wage per week could be regarded as a dependent.

(c) Spouse eligible for locality allowance

One-half of the full rate of locality allowance shall be paid to a teacher, even though the teacher has a dependent child, whose spouse or de facto spouse lives with the teacher and:

- (i) is also an employee of the kindergarten/preschool; or
- (ii) is employed by a corporation sole, statutory corporation, board, authority or other body constituted under any Act; and is eligible to receive a locality allowance as a result of that employment.

(d) Teachers are paid the locality allowances prescribed under the *Directive 16/18 Locality Allowances*, as issued and amended by the Minister for Industrial Relations under section 54(1) of the *Public Service Act 2008*. Should the *Directive 16/18 Locality Allowances* be adjusted during the term of this Agreement, the allowances payable will be amended to reflect such adjustments.

(e) Notification of change of circumstances

A teacher receiving a locality allowance shall notify their manager immediately of any changes in the teacher's circumstances that would affect the amount of locality allowance payable.

(f) Payable during periods of paid leave

Locality allowance shall be paid to a teacher absent on vacation, annual, sick or long service leave or any other leave on full salary.

(g) Not payable during unpaid leave

Locality allowance shall not be paid to a teacher absent on leave without pay.

(h) Time limit on claims

Without the approval of the manager, a claim shall not be paid unless it is submitted within 12 months of incurring the expense.

(i) Exempted teachers are not eligible for the locality allowance.

2.4.4 Nominated Supervisor's Allowance

(a) An employee appointed as a nominated supervisor shall be paid the nominated supervisor's allowance in addition to their wage as prescribed by clause 2.2.

(b) The nominated supervisor's allowance is shown in Schedule 2.

2.4.5 Employees other than Teachers

(a) Where the *Children Services Award* prescribes an allowance for employees other than teachers, that allowance will be paid to that employee.

(b) Senior Assistant's Allowance

(i) An assistant with five (5) years and up to 7.5 years continuous service with the employer will receive an allowance in addition to their wages prescribed in clause 2.2.

(ii) An assistant with 7.5 years and up to ten (10) years of continuous service with the employer will receive an allowance in addition to their wages prescribed in clause 2.2.

(iii) An assistant with ten (10) or more years of continuous service with the employer will receive an allowance in addition to their wages prescribed in clause 2.2.

(iv) In the case of a part-time assistant, the senior assistant's allowance as prescribed in sub-clauses (a), (b) and (c) above will be paid on a *pro-rata* basis.

(v) The Senior Assistants Allowance is shown in Schedule 2.

2.5 Salary Sacrifice

2.5.1 An employee may salary sacrifice a portion of their salary to any benefit which does not attract a fringe benefit tax liability.

2.5.2 Where a salary sacrifice arrangement is entered into, it will be recorded in writing.

2.5.3 Where such an arrangement is entered into, the employee's total salary shall be reduced by an amount equivalent to that nominated in the arrangement.

2.5.4 The employee's salary used to calculate superannuation contributions, leave loading, annual leave or vacation leave, long service leave, severance and termination payment entitlements, will be the gross base salary in accordance with this Agreement – i.e. the wages the employee would receive if not taking part in a salary packaging arrangement.

2.5.5 Salary packaging arrangements may be altered once per annum.

- 2.5.6 The employer reserves the right to outsource the administration of salary packaging arrangements to a provider appointed by the employer.
- 2.5.7 The employer will meet the cost associated with salary sacrifice to superannuation.
- 2.5.8 The employee may be required to meet the cost of salary sacrifice arrangements to benefits other than superannuation.

2.6 Superannuation

- 2.6.1 In addition to the wages prescribed in this Agreement, employees, shall be entitled to occupational superannuation benefits as provided in this clause.
- 2.6.2 Employees can elect to have their contributions paid to any complying superannuation fund. Employees, at the point of engagement, will be provided with information in relation to NGS Superannuation Pty Limited (NGS), or its successor. Where an employee does not elect a preferred fund, or where the ATO does not advise of a "stapled fund", contributions on their behalf will be made to NGS, or its successor, as the default fund.
- 2.6.3 The employer will provide all employees with a Standard Choice form within 28 days of the commencement of this Agreement or within 28 days of the commencement of their employment.
- 2.6.4 The employer will contribute 12.75%, inclusive of the superannuation guarantee charge, into an employee's superannuation fund.
- 2.6.5 An employee may make voluntary before tax contributions in accordance with clause 2.5 (Salary Packaging) of this Agreement.

2.7 Higher Duties

- 2.7.1 An employee engaged in duties carrying a higher rate than their ordinary classification for two (2) or more consecutive hours within any shift or day will be paid for the time so worked at the higher rate provided that:
- (a) the greater part of the time so worked is spent in performing duties carrying the higher rate;
 - (b) where a teacher is appointed to act as the director, they will be paid for the entire period at the rate prescribed by this agreement for relieving director; or
 - (c) an employee who is required to undertake the duties of another employee by reason of the latter employee's absence for the purpose of attending (with pay) an approved training course (including in-service training) will not be entitled to payment under this clause.
 - (d) An employee who is not a qualified teacher and is required to perform higher duties as a teacher shall be paid at the classification level of Band 1, Step 1.
- 2.7.2 For the purposes of this clause, the duties of an employee will be determined by reference to this Agreement and the employee's job description.

PART 3 – EMPLOYMENT CATEGORIES AND RELATED ARRANGEMENTS

3.1 Employment Categories

3.1.1 Employment categories are:

- (a) Full-time – engaged for the maximum hours as follows:
 - (i) teachers – 75 hours per fortnight;
 - (ii) employees other than teachers – 76 hours per fortnight.
- (b) Part-time - engaged for less than the maximum hours in (a) above.
- (c) Casual – will be engaged according to clause 3.1.3.

3.1.2 Part-time

- (a) Part-time employees shall be paid a proportion of the wage prescribed in clause 2.2 according to the number of contact hours worked by the employee during the ordinary working week. So as to remove any doubt, it is recorded that a part-time teacher is entitled to be paid for *pro-rata* non-contact time calculated in accordance with clause 4.1.1 (f). However, where agreed between the employer and the employee, the part-time employee may participate in an averaging arrangement as provided in clause 4.1.1 (d).
- (b) A part-time employee will receive, on a *pro-rata* basis, equivalent pay and conditions to those of full-time employees.
- (c) The ordinary hours of work for a part-time employee will be less than the maximum prescribed in clause 4.1. The ordinary hours of work confirmed in writing in accordance with clause 3.2 and may be either:
 - (i) a fixed weekly amount; (i.e. 25 hours per week); or
 - (ii) a variable weekly amount, including minimum and maximum hours (e.g. between 20 and 30 hours per week). However, in such circumstances the maximum number of hour per week will be 32.
- (d) The hours of work for a part-time employee can be altered by mutual agreement recorded in writing in accordance with clause 3.2.
- (e) Notwithstanding, clause 3.1.2 (c) or (d) (above) a part time employee shall have a minimum engagement of two (2) consecutive hours on any one day.
- (f) Any additional hours so worked shall be taken into account in the *pro-rata* calculation of entitlements.
- (g) In exceptional cases, and on a short-term basis, part-time employees may work the maximum ordinary hours referred to in clause 4.1.
- (h) Eligibility to move to the next increment will require the completion of 1,000 contact hours.

- (i) An existing employee will not be disadvantaged because the employee declines the offer to be employed in accordance with 3.1.2 (c) (ii).
- (j) A part-time employee will not be disadvantaged because the employee declines the offer of additional hours in excess of those confirmed in writing as per 3.1.2 (c) (i) & (ii) or declines the alteration of hours of work pursuant to 3.1.2 (d).

3.1.3 Casual

- (a) Casual employment has meaning in given by [section 15A](#) of the Act.
- (b) Teachers
 - (i) Engagement period of less than four (4) consecutive days
 - (A) Where a casual teacher is engaged for four (4) or less consecutive days, the casual teacher will only be paid for the hours worked.
 - (B) A casual teacher shall be paid a proportion of the wage prescribed in clause 2.2 according to the relevant fortnightly rate divided by 75 plus 25% loading with a minimum engagement period of two (2) hours per day.
 - (C) Where a casual teacher is engaged for more than four (4) consecutive days, the provisions of paragraph (ii) will apply.
 - (ii) Engagement period of more than four (4) consecutive days
 - (A) A casual teacher shall be paid a proportion of the wage prescribed in clause 2.2 according to the relevant fortnightly rate divided by 75 with an additional 25% loading plus payments made for preparation and other duties on the ratio of one (1) hour for every five (5) hours in charge of children. The following arrangements will apply to the payment of casual teachers at the applicable casual rate:

Required contact hours	Preparation and other Duties (PoD)	Number of hours pay	Formula
Up to two hours	$(1/5) \times 2$ 0.40 hours	Two hours plus payment for preparation and other duties	= Full day rate divide 7.5 x 2 plus 25% loading plus = PoD multiplied by hourly rate plus 25% loading

Required contact hours	Preparation and other Duties (PoD)	Number of hours pay	Formula
More than two and up to four hours	$(1/5) \times 4$ 0.80 hours	Four hours plus payment for preparation and other duties	= Full day rate divide 7.5×4 plus 25% loading plus = PoD multiplied by hourly rate plus 25% loading
More than four hours and up to a full day	$(1/5) \times 6$ 1.2 hours OR $(1/5) \times 7.5$ 1.5 hours	Full day* plus payment for preparation and other duties	= Full day rate divide 7.5 x contact hours plus 25% loading plus = PoD multiplied by hourly rate plus 25% loading

*A full day rate is the fortnightly rate divided by ten (10) plus 25% loading.

- (B) A casual teacher must not be engaged for more than four (4) consecutive weeks unless the engagement is extended by mutual agreement. Such an extension shall not exceed ten (10) weeks.
- (C) The casual/relief teacher rates for more than four (4) consecutive days are provided in Table 2 of Schedule 1.

(c) Employees other than Teachers

An assistant or exempted teacher shall be paid a proportion of the wage prescribed in clause 2.2 according to the relevant fortnightly rate divided by 76 with an additional 25% loading. There shall be a minimum engagement of two (2) hours per day. In the case where a casual employee has been offered relief work and this relief work is subsequently cancelled within one (1) hour of the work due to commence, the casual employee shall be paid one (1) hours' wages.

(d) Offers and Requests Casual Conversion

Offers and requests for casual conversion will be in accordance with the NES (Chapter 2, Part 2, Division 4A – Offers and Requests for Casual Conversion of the Act).

3.2 Letter of Appointment

3.2.1 The employer must provide all employees with a letter of appointment stating the:

- (a) employment category as per clause 3.1;
- (b) classification as per clause 2.3;
- (c) rate of salary applicable on commencement in Schedule 1; and
- (d) applicable allowances as per clause 2.4.

3.2.2 If the employee is part-time, the letter of appointment will state:

- (a) the pattern of work the employee will work (e.g., five (5) day fortnight);
- (b) the days of the week in which the employee will work; and
- (c) the starting and finishing times for each day of work.

3.2.3 If the employee is a teacher, the letter of appointment will state:

- (a) the teacher's teaching load; and
- (b) details of non-contact time as per clause 4.1.1 and Schedule 3; and
- (c) if applicable, additional release time as per clause 4.1.2.

3.3 Replacement and Relief Employees

3.3.1 Replacement Employee

- (a) A replacement employee is a person engaged for a fixed period of time as notified in a letter of appointment. For example, to replace an employee absent from work due to parental or long service leave.
- (b) The replacement employee is entitled to *pro-rata* payment for annual leave, non-term time and public holidays.

3.3.2 Relief Employees

- (a) A relief employee means an employee who relieves another employee for a period of less than four (4) consecutive term weeks for the purpose of carrying out the absent employee's function. Where the engagement is for more than four (4) consecutive term weeks, a relief employee should be regarded as a replacement employee.

- (b) A relief teacher shall be paid the casual hourly rate in accordance with clause 3.1.3 (b) of this Agreement.
- (c) A relief assistant or exempted teacher shall be paid the casual hourly rate in accordance with clause 3.1.3 (c) of this Agreement.

3.4 Termination of Employment and Resignation of Employment

3.4.1 Termination by Employer

- (a) In order to terminate the employment of an employee, the employer will give the employee four (4) weeks' notice.
- (b) In addition, an employee aged over 45 years old at the time of giving notice and with not less than two (2) years' continuous service, will be entitled to an additional week's notice.
- (c) Payment in lieu of notice will be made if the appropriate notice is not given – provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
- (d) In calculating any payment in lieu of notice, the ordinary time rate of pay for the employee concerned will be used.
- (e) The period of notice outlined above will not apply in the case of dismissal for serious misconduct or other grounds that justify instant dismissal, or to replacement (where the employee reaches the end of their fixed term engagement), relief or casual employees.
- (f) Notice must be given during term-time.

3.4.2 Resignation by Employee

- (a) In order to resign their employment, an employee will give the employer four (4) weeks' notice. If, the employee who is at least the age of 18 and fails to give the appropriate notice, the employer has the right to withhold wages due to the employee up to an amount equal to no more than:
 - (i) one (1) weeks' wages for an employee other than a teacher;
 - (ii) two (2) weeks' wages for a teacher.
- (b) Notice must be given during term-time at least four (4) weeks prior to the end of the current term.
- (c) These provisions may be varied by mutual consent.

3.4.3 Payment on Termination of Employment

The employer must pay an employee no later than seven (7) days after the day on which the employee's employment terminates:

- (a) the employee’s wages under this Agreement for any complete or incomplete pay period up to the end of the day of termination; and
- (b) all other amounts that are due to the employee under this Agreement and the NES.

3.4.4 Statement of Service

The employer shall, in the event of resignation or termination of employment, provide upon request to an employee whose employment has been terminated a written statement specifying the period of employment and the classification or type of work performed by the employee.

3.5 Redundancy

3.5.1 Consultation

The employer will comply with the consultation requirements contained in clause 3.6 in connection with any proposed redundancies.

3.5.2 Transfer to Lower Paid Duties

- (a) Where an employee is transferred to lower paid duties 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 (see below).

Period of Continuous Service	Notice (weeks' pay)
Less than 1 year	1
1 year but not more than 3 years	2
More than 3 years but not more than 5 years	3
More than 5 years	4

- (b) Employees aged over 45 years of age and who have been continually employed for two (2) years or more are eligible for an additional week’s notice.

3.5.3 Time Off During Notice Period

- (a) Where a decision has been made to terminate an employee due to redundancy, the employee shall be allowed up to one (1) day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- (b) If the employee has been allowed paid leave for more than one (1) day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent. For this purpose, a statutory declaration will be sufficient.

3.5.4 Severance Pay

In addition to the notice required above, an employee whose employment is terminated due to redundancy shall be entitled to the following amounts of severance pay:

Period of Continuous Service	Severance Pay (weeks' pay)
Less than 1 year	nil
1 year but less than 2 years	4
2 years but less than 3 years	6
3 years but less than 4 years	7
4 years but less than 5 years	8
5 years but less than 6 years	10
6 years but less than 7 years	11
7 years but less than 8 years	13
8 years but less than 9 years	14
9 years or more	16

(Note: the above payments represent a combination of the requirements of the NES and the previously existing State Standard.)

3.6 Consultation

3.6.1 This clause applies if the employer:

- (a) has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise and the change is likely to have a significant effect on employees of the enterprise; or
- (b) proposes to introduce a change to the regular roster or ordinary hours of work of employees.

Major Change

3.6.2 For a major change referred to in 3.6.1 (a):

- (a) the employer must notify the relevant employees of the decision to introduce the major change; and
- (b) sub-clause 3.6.3 to 3.6.9 apply.

3.6.3 The relevant employees may appoint a representative for the purposes of the procedures in this term.

- 3.6.4 If:
- (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (b) the employee or employees advise the employer of the identity of the representative; the employer must recognise the representative.
- 3.6.5 As soon as practicable after making its decision, the employer must:
- (a) discuss with the relevant employees:
 - (i) the introduction of the change; and
 - (ii) the effect the change is likely to have on the employees; and
 - (iii) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and
 - (b) for the purposes of the discussion — provide, in writing, to the relevant employees:
 - (i) all relevant information about the change including the nature of the change proposed; and
 - (ii) information about the expected effects of the change on the employees; and
 - (iii) any other matters likely to affect the employees.
- 3.6.6 However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 3.6.7 The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- 3.6.8 If a term in the enterprise agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in sub-clauses 3.6.2, 3.6.3, and 3.6.5 are taken not to apply.
- 3.6.9 In this term, a major change is **likely to have a significant effect on employees** if it results in:
- (a) the termination of the employment of employees; or
 - (b) major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
 - (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - (d) the alteration of hours of work; or
 - (e) the need to retrain employees; or
 - (f) the need to relocate employees to another workplace; or
 - (g) the restructuring of jobs.

Change to regular roster or ordinary hours of work

- 3.6.10 For a change referred to in paragraph 3.6.1 (b):
- (a) the employer must notify the relevant employees of the proposed change; and
 - (b) sub-clauses 3.6.11 to 3.6.15 apply.
- 3.6.11 The relevant employees may appoint a representative for the purposes of the procedures in this clause.
- 3.6.12 If:
- (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (b) the employee or employees advise the employer of the identity of the representative; the employer must recognise the representative.
- 3.6.13 As soon as practicable after proposing to introduce the change, the employer must:
- (a) discuss with the relevant employees the introduction of the change; and
 - (b) for the purposes of the discussion—provide to the relevant employees:
 - (i) all relevant information about the change, including the nature of the change; and
 - (ii) information about what the employer reasonably believes will be the effects of the change on the employees; and
 - (iii) information about any other matters that the employer reasonably believes are likely to affect the employees; and
 - (c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- 3.6.14 However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 3.6.15 The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.
- 3.6.16 In this clause (clause 3.6):
- relevant employees*** means the employees who may be affected by a change referred to in sub-clause 3.6.1.

3.7 Professional Development

- 3.7.1 Teachers are required by their employer to attend professional development activities for a total of three (3) days in their own time for professional development activities arranged for them.

- 3.7.2 However, teachers are not required to attend employer-organised activities if they have already prepared their own professional development plan for the calendar year and had such plan approved by their employer. In this case, the employer can elect whether or not to pay for such activity(ies).
- 3.7.3 Assistants and exempted teachers may be required by their employer to attend professional development activities for a total of three (3) days in their own time for professional development activities arranged for them.
- 3.7.4 However, assistants and exempted teachers are not required to attend employer-organised activities if they have already prepared their own professional development plan for the calendar year and had such plan approved by their employer. In this case, the employer can elect whether or not to pay for such activity(ies).

PART 4 – HOURS OF WORK, BREAKS

4.1 Hours of Work

4.1.1 Teachers

- (a) The ordinary hours of duty for a teacher shall not exceed 37.5 hours per week of which not more than 27.5 shall relate to the teaching of an educational program. The 27.5 hours are considered to be contact hours. The remaining ten (10) hours are considered to be non-contact hours.
- (b) However, where mutually agreed in writing, a teacher's contact hours may be averaged across a period of five (5) working days. No teacher shall be required to exceed the ordinary hours of duty or weekly contact hours as a result of such agreement.
- (c) The normal starting times of a kindergarten program may be varied if agreed in writing by all parties to be mutually beneficial to the functioning of the centre. However, any such arrangement will not result in teachers being required to work more than 37.5 hours per week.
- (d) A teacher's maximum contact and non-contact hours, as prescribed by 4.1.1 (a) will be averaged over a period of one (1) calendar year.
- (e) In order to implement the averaging identified in paragraph 4.1.1 (d), Schedule 3 sets out the number of hours per term in which an additional teacher or assistant is to be engaged. This engagement will allow the teacher/director to work in a non-contact capacity. During these periods of additional staffing, the teacher/director is to remain at the centre. In the case of a part-time teacher, the additional staffing hours will be on a *pro-rata* basis.
- (f) A part-time teacher is entitled to non-contact hours on a *pro-rata* basis, according to the contact hours worked.

4.1.2 Nominated Supervisor and Educational Leader Release Time

- (a) A teacher who is engaged as the nominated supervisor shall receive an additional one (1) day (in excess of the hours identified in Schedule 3, clause 2.3) per week of release time to undertake the associated responsibilities for this role.
- (b) A full-time teacher who is appointed as the educational leader shall receive an additional two (2) hours (in excess of the hours identified in Schedule 3, clause 2.3) per week of release time to undertake the associated responsibilities of the role. Where a part-time teacher is appointed to the role of educational leader, the teacher will receive an additional two (2) hours pay at the relevant band and step.
- (c) The additional hours identified in paragraphs (a) or (b) may be aggregated and accessed under an agreed arrangement between the teacher and the committee. In arranging these hours, the educational needs of the children and the usefulness of the periods of time to the teacher will be considered.

4.1.3 Employees other than Teachers

- (a) The ordinary hours of duty for an employee, other than a teacher, shall not exceed 38 hours per week, or eight (8) hours per day, and shall be worked between 6:00 am and 6:00 pm on Monday to Friday.
- (b) The normal starting times of a kindergarten program may be varied if agreed in writing by all parties to be mutually beneficial to the functioning of the centre. However, any such arrangement will not result in assistants being required to work more than 38 hours per week.
- (c) Notwithstanding, the provisions of paragraphs (a) and (b) above, this Agreement will be deemed to contain the definition of 'shiftworker' contained in clause 24.2 of the *Children's Services Award*.

Overtime and Time off in Lieu

- (d) Where an employee, other than a teacher, works outside or in excess of the hours prescribed by 4.1.3 (a), that employee will be paid overtime at the rate of time and a half for the first two (2) hours on any one day and double time thereafter. Overtime on a Sunday will be paid at the rate of double time. A minimum period of four (4) hours engagement will apply to all directed overtime on a Saturday and Sunday.
- (e) Overtime for casual employees will be calculated in accordance with the following:

Time and a half will be paid at the rate of 175% of the hourly rate (plus any all-purpose allowance payable) and double time will be paid at the rate of 225% of the hourly rate (plus any all-purpose allowance payable) after two (2) hours. In calculating overtime, each day's work will stand alone.
- (f) Time off in Lieu instead of Overtime
 - (i) An employer and employee may agree in writing to the employee taking time off in lieu (TOIL) instead of being paid overtime as prescribed in paragraphs (d) or (e).

- (ii) The employer must keep a copy of any agreement under clause paragraph (d)(i) as an employee record.
 - (iii) Where such agreement is reached, the period of time off that an employee is entitled to take is the same as the number of overtime hours worked. TOIL will be taken at a mutually convenient time.
 - (iv) TOIL must be within the first six (6) months of the TOIL being accrued.
 - (v) If the employee has not taken their accrued TOIL:
 - (A) within the six (6) period after the overtime is worked; or
 - (B) where their employment ceases,
- the employer shall pay the employee, in the next pay period, for the overtime at the overtime rate applicable to the overtime worked.
- (v) TOIL may be accessed, by separate agreements, in conjunction with clause 1.11 (Flexible Working Arrangements).

4.2 Meal Breaks

4.2.1 Teachers and Assistants

- (a) Teachers and assistants shall be entitled to a half hour per day paid meal break to be considered as time worked where the employee works for at least five (5) hours in that day.
- (b) The paid meal break may be taken at the end of the working day, when children have left the centre. Teachers and assistants are required to remain on the premises and be on duty, but not in charge of children during this meal break period. However, approval to waive this requirement can be sought on an individual basis.
- (c) Teachers and assistants are able to eat at the same time as the children (i.e., during morning tea, lunch and afternoon tea).

4.3 Peripheral and Incidental Tasks

The employer may require an employee to perform peripheral and incidental tasks associated with their employment during school vacation periods, such as enrolments, securing of the premises and other similar tasks.

4.4 Preparation for Beginning of Term 1

Employees will ensure that the kindergarten is prepared and ready, in relation to both human and physical resources, to commence delivery of an educational programme for children on the first day of Term 1 each year.

PART 5 – LEAVE OF ABSENCE AND PUBLIC HOLIDAYS

5.1 Proportion of Salary

- 5.1.1 An employee upon appointment shall be paid as from the date upon which the employee commenced duty provided that an employee who has worked (or has been granted leave by the employer), for each day of the working year, shall be paid for a full calendar year.
- 5.1.2 An employee who ceases duty after at least ten (10) teaching weeks of employment, shall be paid the proportion of the employee's wage for that year that the employee's service excluding vacation periods, bears to the working year.
- 5.1.3 A working year is deemed for the purposes of this clause to be 40 teaching weeks.
- 5.1.4 The wage that is proportioned shall be calculated on the wage the employee is receiving immediately before the cessation of employment.
- 5.1.5 The employee who ceases duty before completing ten (10) weeks of employment shall, in addition to the payment for weeks worked, be paid an amount equal to 1/12th of their ordinary pay for their period of employment.

5.2 Annual Leave Loading

- 5.2.1 A further amount calculated at the rate of 17.5% of the amount of wage payable shall be paid to all employees calculated on the basis of an entitlement of four (4) weeks' annual leave and in the case where an employee does not teach for the full 40 weeks, then in the same proportions that the employee's teaching (excluding vacations) bears to the working year.
- 5.2.2 For the purposes of paying annual leave loading, the first four (4) weeks after the completion of Term 4 is considered to be the period of annual leave.

5.3 Payment for Vacations

Payment for periods of vacation leave will be made as they fall due. However, an employee may request in writing to receive these payments in advance of commencing vacation.

5.4 Personal/Carer's Leave

5.4.1 Paid Leave

- (a) An employee will accrue ten (10) days of paid personal/carers leave for each year of service. Unused leave will accumulate from year to year. Employees can access this leave when they are unable to attend work due to illness or injury.
- (b) An employee is entitled to use paid personal/carers leave for the purpose of caring for members of the employee's immediate family or household who are sick or injured and require care and support or require care due to an unexpected emergency.

5.4.2 Unpaid Leave

An employee is entitled to two (2) days unpaid carer's leave on each occasion that a member of the employee's immediate family or household requires care and support due to being ill, injured or affected by an unexpected emergency.

5.4.3 The definition of 'immediate family' is provided in clause 1.5.8 of this Agreement.

5.4.4 Notice and evidence

- (a) An employee is required to inform their employer that they will be absent from work due to personal illness or injury. The notice must be given as soon as reasonably practicable unless the circumstances are beyond the employee's control.
- (b) In the case of personal leave, an employee may be required to provide a medical certificate for any period in excess of two (2) days or where the employee has taken more than four (4) single day absences in any calendar year.
- (c) For periods of carer's leave, the employee may be required to provide documentary evidence such as a medical certificate or a statutory declaration in relation to the person being cared for.

5.5 Compassionate Leave

5.5.1 An employee is entitled to two (2) days of compassionate leave for each occasion (a permissible occasion) when:

- (a) a member of the employee's immediate family or a member of the employee's household:
 - (i) contracts or develops a personal illness that poses a serious threat to his or her life; or
 - (ii) sustains a personal injury that poses a serious threat to his or her life; or
 - (iii) dies; or
- (b) a child is stillborn, where the child would have been a member of the employee's immediate family, or a member of the employee's household, if the child had been born alive; or
- (c) subject to (d) below, the employee, or the employee's spouse or de facto partner, has a miscarriage.
- (d) clause 5.5.1 (c) does not apply:
 - (i) if the miscarriage results in a stillborn child; or
 - (ii) to a former spouse, or former de facto partner, of the employee.

- 5.5.2 An employee may take compassionate leave for a particular permissible occasion if the leave is taken:
- (a) to spend time with the member of the employee's immediate family or household who has contracted or developed the personal illness, or sustained the personal injury, referred to in clause 5.5.1 (a); or
 - (b) after the death of the member of the employee's immediate family or household, or the stillbirth of the child, referred to in clause 5.5.1 (b) above; or
 - (c) after the employee, or the employee's spouse or de facto partner, has the miscarriage referred to in clause 5.5.1 (c) above.
- 5.5.3 An employee may take compassionate leave for a particular permissible occasion as:
- (a) a single continuous two (2) day period; or
 - (b) two (2) separate periods of one (1) day each; or
 - (c) any separate periods to which the employee and their employer agree.
- 5.5.4 If the permissible occasion (referred to in 5.5.1 to 5.5.3 above) is the contraction or development of a personal illness, or the sustaining of a personal injury, the employee may take the compassionate leave for that occasion at any time while the illness or injury persists.
- 5.5.5 The definition of 'immediate family' is provided in clause 1.5.8 of this Agreement.
- 5.5.6 The employee may be required to provide evidence of the illness, injury or death that gives rise to the entitlement of compassionate leave.

5.6 Parental Leave

- 5.6.1 An employee is entitled to unpaid parental leave (including maternity and adoption leave) in accordance with the NES (Chapter 2, Part 2, Division 5 – Parental Leave of the Act).

5.7 Long Service Leave

- 5.7.1 Except as provided in this clause (clause 5.7) employees covered by this Agreement are entitled to long service leave on full pay under, subject to, and in accordance with, the provisions of Chapter 2, Division 9, sections 93-114 of the *Industrial Relations Act 2016 (Queensland)*.
- 5.7.2 An employee covered by this Agreement shall be entitled to long service leave on the following basis:
- (a) in respect of service completed prior to 1 July 1989 in accordance with section 17 of the *Industrial Conciliation and Arbitration Act 1961-1989*.
 - (b) in respect of service from 1 July 1989 on the basis of 1.3 weeks for each year of service.

- 5.7.3 An employee, as from the date of operation of this agreement, who has been employed for a continuous period of seven (7) years, as defined by the *Industrial Relations Act 2016 (Queensland)* shall be entitled to either: access to long service leave; or payment of accrued leave on termination.
- 5.7.4 An employer may direct an employee to take the full period of long service leave accrued within 12 months upon which the employee's accrued entitlement has reached 13 weeks and such employee shall take that leave within 12 months of the notice from the employer.
- 5.7.5 Any accrued entitlement to long service leave after 1 July 1989 may be in periods of no less than four (4) weeks and no more than 13 weeks.
- 5.7.6 An employee shall provide at least six (6) calendar months' notice in writing of an intention to take leave.
- 5.7.7 Upon termination by an employee, payment in lieu of long service leave shall be made in accordance with this agreement.
- 5.7.8 In respect of any further subsequent period of employment following the taking of long service leave, an employee must have accrued four (4) weeks of long service leave before further long service leave may be taken. All applications for leave will be in accordance with the provisions for taking of such leave.
- 5.7.9 In the case of the death of an employee, the employer will be liable to pay to the employee's personal representative the whole amount of long service leave which the employee would have been entitled.
- 5.7.10 The employer and the employee may mutually agree in writing to vary the notice periods.
- 5.7.11 Any period of long service leave taken by an employee is exclusive of any public holiday(s), and/or paid vacation periods.
- 5.7.12 For an employee who is not a teacher where the date 1 July 1989 appears, the date shall be read as 1 January 1992.

5.8 Public Holidays

- 5.8.1 An employee is entitled to be absent for a public holiday, where that employee would ordinarily be required to work on a day on which a public holiday falls, and is entitled to full pay for the time the employee would ordinarily have been required to perform work on that day.
- 5.8.2 The employer may make a reasonable request for that employee to work on a public holiday. The employee may refuse the request if:
- (a) the request is not reasonable; or
 - (b) the refusal is reasonable.
- 5.8.3 Where the employer makes a request for an employee to work on a public holiday, and the employee performs that work, the employee shall be paid at the rate of double time and a half with a minimum of four (4) hours for work performed on the following public holidays:

- 1st January (New Year's Day);
- 26th January (Australia Day);
- Good Friday;
- Easter Saturday (the day after Good Friday)
- Easter Sunday;
- Easter Monday;
- 25th April (Anzac Day);
- Labour Day;
- King's Birthday;
- Christmas Day;
- Boxing day; or
- Any day or part-day declared or prescribed by the *Holidays Act 1983*, to be observed generally within Queensland or a region of Queensland, other than a day or part-day, or a kind of day or part-day, that is excluded by the regulations from counting as a public holiday.

5.8.4 Double time and a half: for the purposes of the previous paragraph, where the rate of wages is a weekly rate, "double time and a half" means one and one-half days wages in addition to the prescribed weekly rate, or *pro-rata* if there is more or less than a day.

5.8.5 Public Holidays may be substituted in accordance with section 115(3) of the Act.

5.8.6 Annual Show: all work done by an employee in a district specified from time to time by the Minister by notification published in the Queensland Government Industrial Gazette on the day appointed under the *Holidays Act 1983*, to be kept as a holiday in relation to the annual agricultural, horticultural or industrial show held at the principal city or town, as specified in such notification of such district shall be paid for at the rate of double time and a half with a minimum of four (4) hours.

5.8.7 In a district where a holiday is not appointed for an annual agricultural, horticultural or industrial show, the employee and employer must agree on an ordinary working day that is to be treated as a show holiday for all purposes.

5.9 Jury Service

5.9.1 Fees (other than meal allowances) received by an employee to attend jury service will be paid to the employer and the employer will continue to pay the employee their ordinary pay for the time the employee was absent on jury service.

5.9.2 Employees shall notify the employer as soon as practicable of the date upon which they are required to attend for jury service and shall provide to the employer proof of such attendance, the duration of such attendance and the amount received in respect thereof.

5.9.3 If the employee is not required to serve on a jury for a day or part of day after attending for jury service an employee will be entitled to the period which consists of one (1) or more of the following:

- (a) time when the employee engages in the activity;
- (b) reasonable travelling time associated with the activity; and
- (c) reasonable rest time immediately following the activity.

5.9.4 "Ordinary Pay" for the purposes of this section means the rate of pay that an employee would normally expect to receive for working ordinary hours on an ordinary day of the week, including any over-award payment. "Ordinary pay" excludes overtime, penalty rates of all types – including those attaching to working ordinary hours (for example) on a Saturday, disability allowances, shift allowances, special rates, fares and travelling time allowances, bonuses and other ancillary payments of a like nature.

5.10 Family and Domestic Violence Leave

5.10.1 An employee, who is experiencing family and domestic violence will be entitled to family and domestic violence leave in accordance with the [NES](#) in order to address related matters including, but not limited to:

- (a) attending medical and / or counselling appointments;
- (b) sourcing alternative accommodation;
- (c) accessing legal advice;
- (d) attending legal proceedings;
- (e) organising alternative care for members of their immediate family or household;
- (f) organising alternative education arrangements for their children;
- (g) rebuilding support networks; and
- (h) other issues related to the domestic violence.

5.10.2 This leave will be in addition to existing leave entitlements and may be taken as consecutive or single days or as a fraction of a day and all reasonable requests will be approved.

5.10.3 Employees can also access existing leave entitlements for the abovementioned purposes, without the usual notice requirements.

5.10.4 It is not mandatory for the employee to have exhausted other forms of paid leave prior to accessing this special leave.

5.10.5 To avoid doubt, this clause does not prevent the employee and the employer agreeing that the employee may access other forms of approved leave to deal with the impact of family and domestic violence.

5.10.6 Supporting another person experiencing domestic violence

An employee who supports a person experiencing domestic violence may use their existing carer's leave to accompany the person on activities related to that personal crisis, or to mind the children of the person to enable them to undertake activities related to such significant matter.

5.11 Emergency and Natural Disaster Leave

- 5.11.1 An employee who is prevented from attending the kindergarten to perform work because of floods, cyclonic disturbances, severe storms, or bush fires (or any other comparable natural disaster or emergency) shall be granted a maximum of five (5) days per calendar year non-cumulative paid leave in the following circumstances:
- (a) when they have experienced loss or trauma; or
 - (b) where the employee must, of necessity, remain at home to safeguard the employee's family or property; or
 - (c) where the employee must remain at home to have temporary repairs affected, restore or replace essential belongings, complete necessary clean-up for safety or to enable occupation of residence etcetera; or
 - (d) where an employee must remain at home because transport services and facilities are disrupted or discontinued due to weather or flood conditions; or
 - (e) where the employee is away from their usual residence and is unavoidably delayed in returning to their place of employment due to identified disruptions to transport services and facilities; or
 - (f) where the employee is required to return home before the usual ceasing time to ensure personal safety, protection of the employees family and/or property, or because the availability of transport services and facilities may be disrupted or discontinued due to weather or flood conditions.
- 5.11.2 Access to the leave provided in clause 5.11.1 will be facilitated by the committee, or an authorised representative of the committee.
- 5.11.3 The employer may consider additional paid leave in exceptional circumstances or where the employee is affected by more than one (1) disaster or emergency in any year.

5.12 Pandemic Leave

- 5.12.1 An employee is entitled to 20 days of paid pandemic leave per calendar year. This leave is in addition to any other form of leave to which an employee is entitled.
- 5.12.2 A health pandemic means a critical health issue, as identified by a declaration of a public health emergency made under section 319 of the *Public Health Act 2005* with respect to an actual or potential health pandemic.
- 5.12.3 Pandemic leave is available to full-time, part time and casual employees.
- 5.12.4 An employee may take paid leave if any of the following occur:
- (a) the employee has been diagnosed with an infection during a health pandemic.
 - (b) the employee is unable to undertake work duties because the kindergarten has been shut down because of a health pandemic.

- (c) the employee is subject to self-isolation or quarantine measures in accordance with a Commonwealth or State government policy.
- (d) the employee is caring for another person who:
 - (i) has been diagnosed with an infection during a health pandemic; or
 - (ii) is subject to self-isolation or quarantine measures in accordance with a Commonwealth or State government policy.
- (e) the employee has a child that attends a school or childcare centre that is closed due to a health pandemic.

5.12.5 Pandemic leave does not accumulate from year to year.

5.12.6 Where an employee exhausts their entitlement to pandemic leave but otherwise meets the criteria for the taking of such leave, the employee may apply for, and the employer will approve, the taking of leave pursuant to a different part of this Agreement.

5.12.7 In the case of casual employees, the employee shall be paid pandemic leave at a daily rate of pay equal to the average of the daily rates of pay paid to the employee over the previous 12-month period (or such lesser period for which the employee has been employed).

5.13 Payment of Leave

For the purposes of this Agreement, the rate of payment for paid leave will be the rate the employee would have received for their ordinary hours of work had the employee attended for work.

PART 6 - SIGNATORIES

Signed for and on behalf of
**Kawana Community Kindergarten & Preschool
Association Inc.**
ABN: 62 906 523 025

141 Sportsmans Parade
BORKARINA QLD 4575

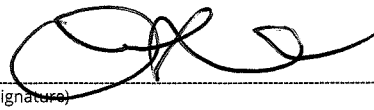
In the presence of -

Caley Clements
(Full Name)


(Signature)

Committee of Management - President
(Position)

Oliver Morgan-Vanlow
(Full Name)


(Signature)

Treasurer
(Position)

19/03/2024
(Date)

Signed for and on behalf of the
**Independent Education Union of Australia - Queensland
and Northern Territory Branch**
ABN 74 662 601 045

346 Turbot Street
SPRING HILL QLD 4000

In the presence of -

Paul Noel Giles
(Full Name)


(Signature)

Assistant Secretary/Treasurer
(Position)

MARTON GARDNER
(Full Name)


(Signature)

CLERICAL OFFICER
(Position)

21/3/2024
(Date)

SCHEDULE 1 – SALARIES AND WAGES

Table 1 – Salaries and Wages

CLASSIFICATIONS		As From 1 July 2023			As From 1 July 2024			As From 1 July 2025			As From 1 July 2026		
		4% Increase			3% Increase			To be determined consistent with clause 2.2.5			To be determined consistent with clause 2.2.5		
		F/N (\$)	Hourly (\$)	Casual (\$)	F/N (\$)	Hourly (\$)	Casual (\$)	F/N (\$)	Hourly (\$)	Casual (\$)	F/N (\$)	Hourly (\$)	Casual (\$)
TEACHERS													
Band 1	Step 1	2,759.33	36.79	45.99	2,842.11	37.89	47.37	-	-	-	-	-	-
	Step 2	2,854.14	38.06	47.57	2,939.76	39.20	49.00	-	-	-	-	-	-
Band 2	Step 1	3,128.79	41.72	52.15	3,222.66	42.97	54.23	-	-	-	-	-	-
	Step 2	3,281.73	43.76	54.70	3,380.18	45.07	56.88	-	-	-	-	-	-
	Step 3	3,437.57	45.83	57.29	3,540.70	47.21	59.01	-	-	-	-	-	-
	Step 4	3,599.24	47.99	59.99	3,707.22	49.43	61.79	-	-	-	-	-	-
Band 3	Step 1	3,747.75	49.97	62.46	3,860.18	51.47	64.34	-	-	-	-	-	-
	Step 2	3,901.61	52.02	65.03	4,018.66	53.58	66.98	-	-	-	-	-	-
	Step 3	4,057.23	54.10	67.62	4,178.94	55.72	69.65	-	-	-	-	-	-
	Step 4	4,153.44	55.38	69.22	4,278.04	57.04	71.30	-	-	-	-	-	-
Senior Teacher		4,348.52	57.98	72.48	4,478.98	59.72	75.37	-	-	-	-	-	-
Experienced Senior Teacher		4,509.17	60.12	75.15	4,644.45	61.93	78.16	-	-	-	-	-	-
ASSISTANTS													
Grade U	Year 1	1,893.65	24.92	31.15	1,950.46	25.66	32.08	-	-	-	-	-	-
	Year 2	1,949.43	25.65	32.06	2,007.92	26.42	33.02	-	-	-	-	-	-

CLASSIFICATIONS		As From 1 July 2023			As From 1 July 2024			As From 1 July 2025			As From 1 July 2026		
		4% Increase			3% Increase			To be determined consistent with clause 2.2.5			To be determined consistent with clause 2.2.5		
		F/N (\$)	Hourly (\$)	Casual (\$)	F/N (\$)	Hourly (\$)	Casual (\$)	F/N (\$)	Hourly (\$)	Casual (\$)	F/N (\$)	Hourly (\$)	Casual (\$)
Grade 1	Year 1	2,031.94	26.74	33.42	2,092.90	27.54	34.42	-	-	-	-	-	-
	Year 2	2,134.03	27.54	34.42	2,198.05	28.92	36.15	-	-	-	-	-	-
Grade 2	Year 1	2,251.36	29.62	37.03	2,318.90	30.51	38.14	-	-	-	-	-	-
	Year 2	2,297.97	30.24	37.80	2,366.90	31.14	38.93	-	-	-	-	-	-
Grade 3	Year 1	2,388.60	31.43	39.29	2,460.25	32.37	40.46	-	-	-	-	-	-
	Year 2	2,453.80	32.29	40.36	2,527.41	33.26	41.57	-	-	-	-	-	-
EXEMPTED TEACHERS													
Grade 1		2,215.36	29.15	36.44	2,281.82	30.02	37.53	-	-	-	-	-	-
Grade 2		2,270.95	29.88	37.35	2,339.08	30.78	38.47	-	-	-	-	-	-
Grade 3	Year 1	2,354.40	30.98	38.72	2,425.03	31.91	39.89	-	-	-	-	-	-
	Year 2	2,390.58	31.45	39.32	2,462.29	32.40	40.50	-	-	-	-	-	-
	Year 3	2,425.53	31.91	39.89	2,498.30	32.87	41.09	-	-	-	-	-	-

NOTES:

1. The hourly rate for **teachers** will be calculated by dividing the fortnightly rate by 75.
2. The hourly rate for **employees other than teachers** will be calculated by dividing the fortnightly rate by 76.
3. The percentage increases for **teachers and employees other than teachers** for 1 July 2022, 1 July 2023, and 1 July 2024 may be varied upwards by the operation of clause 2.2.5.
4. The percentage increases for **teachers and employees other than teachers** for 1 July 2025 and 1 July 2026 will be determined by the operation of clause 2.2.5.

Table 2 - Casual/Relief Teacher Rates, inclusive for payment of preparation and other duties in accordance with clause 3.1.3 (b)(ii)

TEACHER CLASSIFICATION		As From 1 July 2022			As From 1 July 2023			As From 1 July 2024			As From 1 July 2025			As From 1 July 2026		
		2 hours	4 hours	Full Day	2 hours	4 hours	Full Day	2 hours	4 hours	Full Day	2 hours	4 hours	Full Day	2 hours	4 hours	Full Day
		\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
6.17 CONTACT HOURS WITH THE CHILDREN																
Band 1	Step 1	106.13	212.26	327.23	110.37	220.75	340.32	113.68	227.37	350.53	-	-	-	-	-	-
	Step 2	109.77	219.55	338.47	114.17	228.33	352.01	117.59	235.18	362.57	-	-	-	-	-	-
Band 2	Step 1	120.34	240.68	371.04	125.15	250.30	385.88	128.91	257.81	397.46	-	-	-	-	-	-
	Step 2	126.22	252.44	389.18	131.27	262.54	404.75	135.21	270.41	416.89	-	-	-	-	-	-
	Step 3	132.21	264.43	407.66	137.50	275.01	423.97	141.63	283.26	436.69	-	-	-	-	-	-
	Step 4	138.43	276.86	426.83	143.97	287.94	443.91	148.29	296.58	457.22	-	-	-	-	-	-
Band 3	Step 1	144.14	288.29	444.44	149.91	299.82	462.22	154.41	308.81	476.09	-	-	-	-	-	-
	Step 2	150.06	300.12	462.69	156.06	312.13	481.20	160.75	321.49	495.63	-	-	-	-	-	-
	Step 3	156.05	312.09	481.15	162.29	324.58	500.39	167.16	334.32	515.40	-	-	-	-	-	-
	Step 4	159.75	319.50	492.55	166.14	332.27	512.26	171.12	342.24	527.62	-	-	-	-	-	-
Senior Teacher		167.25	334.50	515.69	173.94	347.88	536.32	179.16	358.32	552.41	-	-	-	-	-	-
Experienced Senior Teacher		173.43	346.86	534.74	180.37	360.73	556.13	185.78	371.56	572.82	-	-	-	-	-	-
7.5 CONTACT HOURS WITH THE CHILDREN																
Band 1	Step 1	106.13	212.26	397.98	110.37	220.75	413.90	113.68	227.37	426.32	-	-	-	-	-	-
	Step 2	109.77	219.55	411.65	114.17	228.33	428.12	117.59	235.18	440.96	-	-	-	-	-	-
Band 2	Step 1	120.34	240.68	451.27	125.15	250.30	469.32	128.91	257.81	483.40	-	-	-	-	-	-

TEACHER CLASSIFICATION	As From 1 July 2022			As From 1 July 2023			As From 1 July 2024			As From 1 July 2025			As From 1 July 2026			
	2 hours	4 hours	Full Day	2 hours	4 hours	Full Day	2 hours	4 hours	Full Day	2 hours	4 hours	Full Day	2 hours	4 hours	Full Day	
	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	
Band 2	Step 2	126.22	252.44	473.33	131.27	262.54	492.26	135.21	270.41	507.03	-	-	-	-	-	-
	Step 3	132.21	264.43	495.80	137.50	275.01	515.64	141.63	283.26	531.10	-	-	-	-	-	-
	Step 4	138.43	276.86	519.12	143.97	287.94	539.89	148.29	296.58	556.08	-	-	-	-	-	-
Band 3	Step 1	144.14	288.29	540.54	149.91	299.82	562.16	154.41	308.81	579.03	-	-	-	-	-	-
	Step 2	150.06	300.12	562.73	156.06	312.13	585.24	160.75	321.49	602.80	-	-	-	-	-	-
	Step 3	156.05	312.09	585.18	162.29	324.58	608.58	167.16	334.32	626.84	-	-	-	-	-	-
	Step 4	159.75	319.50	599.05	166.14	332.27	623.02	171.12	342.24	641.71	-	-	-	-	-	-
Senior Teacher	167.25	334.50	627.19	173.94	347.88	652.28	179.16	358.32	671.85	-	-	-	-	-	-	-
Experienced Senior Teacher	173.43	346.86	650.36	180.37	360.73	676.38	185.78	371.56	696.67	-	-	-	-	-	-	-

NOTES:

1. At the time of making this Agreement, the kindergarten operates a five (5) day fortnight program consisting of six (6) and ten (10) minutes (6.17 hours) of contact with the children; and a long day program consisting of 7.5 contact hours with the children. Therefore a **'full day'** would either be 6.17 hours or 7.5 hours per day.
2. The full day casual/relief teacher rates incorporates the payment for preparation and other duties consistent with clause 3.1.3 (b) of this Agreement.
3. The casual/relief teacher rates for 1 July 2025 and 1 July 2026 will be determined by the operation of clauses 2.2.5 and 3.1.3 (b) of this Agreement.

SCHEDULE 2 – ALLOWANCES

ALLOWANCE TYPE		As From 1 July 2023		As From 1 July 2024		As From 1 July 2025		As From 1 July 2026	
		4% Increase		3% Increase		To be determined consistent with clause 2.2.5		To be determined consistent with clause 2.2.5	
		F/N (\$)	Hourly (\$)	F/N (\$)	Hourly (\$)	F/N (\$)	Hourly (\$)	F/N (\$)	Hourly (\$)
Director's (clause 2.4.1)	1 Unit	110.20	1.47	113.50	1.51	-	-	-	-
	2 Units	165.29	2.20	170.25	2.27	-	-	-	-
	3 Units	220.37	2.94	226.98	3.03	-	-	-	-
Nominated Supervisor's (clause 2.4.4)		126.52	1.69	130.32	1.74	-	-	-	-
Senior Assistant's (clause 2.4.5 (b))	5 Years' Experience	51.43	0.68	52.97	0.70	-	-	-	-
	7.5 Years' Experience	87.36	1.15	89.98	1.18	-	-	-	-
	10 Years' Experience	104.08	1.37	107.20	1.41	-	-	-	-
		Daily (\$)	Daily (\$)	Daily (\$)	Daily (\$)	Daily (\$)	Daily (\$)	Daily (\$)	Daily (\$)
Relieving Director's (clause 2.4.2)	1 Unit	13.62		14.03		-		-	
	2 Units	19.53		20.12		-		-	
	3 Units	26.29		27.08		-		-	

NOTES:

1. The percentage increases for 1 July 2023, and 1 July 2024 may be varied upwards by the operation of clause 2.2.5.
2. The percentage change for 1 July 2025 and 1 July 2026 will be determined by the operation of clause 2.2.5.

SCHEDULE 3 – AVERAGING OF HOURS (TEACHERS)

The averaging of hours provisions are as provided in clause 4.1.1 (e).

1. Rationale

- 1.1 The maximum hours of work are prescribed by clause 4.1 of this Agreement. It is noted that, prior to the implementation of the 15 hour per week educational programme teachers generally worked for 41 academic weeks per year. This equated to a total of 1,127.5 contact hours per year.
- 1.2 The parties to this Agreement have agreed that the contact hours are to be averaged over a year (clause 4.1.1(d) of this Agreement).
- 1.3 The total quantum of 'contact' hours will not be increased beyond those identified in 1.1 as part of this averaging arrangement.

2. Details of the Implementation of the Averaging Provision

- 2.1 The number of weeks where children attend the kindergarten will be reduced from 41 to 40 (the working year). The additional 'week off' will be taken as vacation contiguous with another period of vacation as agreed between the staff and the committee.
- 2.2 40 weeks of 30 contact hours would equal 1,200. Prior to the introduction of Universal access (and the requirement to offer 15 hours of educational programme) the maximum contact hours would have been 1,127.5 as identified in 1.1 above. Therefore, a full-time teacher will be entitled to (a minimum of) 72.5 hours to be deducted from their contact hours. An additional teacher or assistant will be employed to enable the teacher/director to access these non-contact hours.
- 2.3 The additional hours of release from teaching identified in 2.2 are to be arranged by agreement between the director and the committee. In arranging these hours, the educational needs of the children and the usefulness of the periods of time to the teacher will be considered.