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# CANTERBURY COMMUNITY CHILD CARE CENTRE INC. AGREEMENT 2023

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## Part A – Scope of the Agreement

### Agreement title

1. This agreement is to be referred to as the Canterbury Community Child Care Centre Agreement 2023 (“this Agreement”).

### Coverage of the Agreement

2. This Agreement covers:
  - a. Canterbury Community Child Care Centre Inc. (“the Employer”); and
  - b. Employees of the Employer who are employed at Canterbury Community Child Care Centre Inc. (“the Centre”).
3. This Agreement will commence operation seven days after it is approved by the Fair Work Commission (FWC) (“the commencement date”).

### Nominal expiry date

4. This Agreement shall nominally expire three years after the commencement date. Following the nominal expiry date, this Agreement will remain in force until it is replaced.
5. As soon as practicable after the commencement date of this agreement, the Employer will pay each Employee the difference (if any) between the rates provided in this Agreement, and the amount actually received by the Employee for the relevant period. This Agreement provides rates of pay for Employees which are applicable from the first full pay period as specified in Schedule 1 Rates of Pay and Allowances.

### Relationship with the National Employment Standards (NES)

6. This Agreement will be read and interpreted in conjunction with the National Employment Standards (NES). Where there is an inconsistency between this Agreement and the NES, and the NES provides an entitlement that is more beneficial for the Employee, the NES provision will apply to the extent of the inconsistency.

## Part B – Definitions

7. For the purposes of this agreement:
  - a. “Act” means the *Fair Work Act 2009*.
  - b. “ACECQA” means the Australian Children’s Education and Care Quality Authority.

- c. "Administrative Employee" means a person who is employed to perform administrative or clerical duties and is not directly involved in the ongoing supervision of children.
- d. "Centre" means the Canterbury Community Child Care Centre.
- e. "Children's Services Employee" means a person other than Teacher who is employed to care for children.
- f. "Director" means the Teacher who is appointed as such and is responsible for the day to day operation and management of the Centre.
- g. "Educational Leader" means the Employee who is appointed as such and is responsible to lead the development and implementation of educational programs at the Centre.
- h. "Employee" means any person who is appointed as a Teacher, Children's Services Employee or an Administrative Employee.
- i. "Immediate family" means a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the Employee; or a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the Employee.
- j. "NES" means the National Employment Standards as prescribed by Part 22 of the *Fair Work Act 2009*.
- k. "NESA" means the NSW Education Standards Authority (or its successor bodies).
- l. "Nominated Supervisor" means an Employee who is appointed as a Nominated Supervisor under the Education and Care Services National Regulations.
- m. "Non-term weeks" and "non-term time" means the weeks (or part weeks) in the year when children do not attend the Centre.
- n. "Preschool" means a licensed early childhood service which usually operates only during school terms.
- o. "Preschool year" means the year commencing on and from the Preschool Service Date and is inclusive of term time and non-term time.
- p. "Preschool Service Date" means the usual commencement date of employment at a Preschool for Teachers who are to commence teaching on the first day of the first term.
- q. "Proficient accreditation" means accreditation as a proficient teacher by NESA.
- r. "Teacher" means any person who is accredited by NESA and is employed to care for and educate children.
- s. "Term weeks" and "Term time" means the weeks when children attend the Centre.
- t. "Union" means the Independent Education Union of Australia, or any other union to which the Employees are eligible to join.



## Part C – Forms of employment

8. An Employee will be employed either on a full-time, part-time or casual basis.

### Full-time Employees

9. "Full-time Employee" means any Employee other than a Part-time Employee or Casual Employee engaged to work not less than 38 hours per week.
10. Notwithstanding paragraph 9, where a Teacher is engaged to work a constant number of hours which is more than 30.4 hours per week, such a Teacher is a Fulltime Employee for the purposes of this Agreement.

### Part-time Employees

11. "Part-time Employee" means any Employee who is engaged to work a constant number of hours which is:
  - a. 30.4 hours per week or less in the case of Teachers; or
  - b. less than 38 hours per week in the case of Employees other than Teachers.
12. A Part-time Teacher shall be paid at the same rate as a Full-time Teacher, in that proportion which the Teacher's normal working hours bear to the hours which a Fulltime Teacher at the Centre normally works. For the purpose of this calculation, the normal working hours of a Full-time Teacher shall not be greater than 38 hours per week. Where the Centre does not employ a Full-time Teacher, the deemed Full-time Teacher hours are 38 hours per week.
13. A Part-time Employee other than a Teacher shall be paid for all ordinary hours worked at the applicable hourly rate.
14. The minimum hours of work of a Part-time Employee on any day is three consecutive hours.
15. At the time of engagement, a Part-time Employee and the Employer will agree, in writing, on the regular number of hours to be worked each day, including start and finish times ("Agreed Part-time Hours").
16. The Agreed Part-time Hours may be varied by mutual agreement between the Employer and the Employee. Such agreement shall be writing and will not be unreasonably withheld by either party. The consultation provisions of paragraphs 229-231 shall apply.
17. A Part-time Teacher who agrees to work in excess of their Agreed Part-time Hours on any day that they normally work will be paid for the additional hours at casual rates of pay for up to eight hours and then will be paid at overtime rates.



18. A Part-time Children's Services Employee who agrees to work in excess of their Agreed Part-time Hours on any day will be paid at casual rates for up to eight hours. All hours worked in excess of:
  - a. eight hours per day; or
  - b. 38 hrs per week; or
  - c. outside of the ordinary hours of operation of the Centre;will be paid at overtime rates.
19. A Part-time Administrative Employee will be paid at overtime rates for all hours worked in excess of their Agreed Part-time Hours.

## Temporary Employees

20. "Temporary Employee" means an Employee who is engaged to work full-time or parttime for a specified period which is not more than 12 months but not less than 20 days. Provided that an Employee may be employed for a specific period in excess of one year but not more than two years where such an Employee is replacing an Employee who is on leave for a specified period in excess of one year.
21. Each Temporary Employee must be advised in writing prior to appointment that it is a temporary position, the expected length of the appointment and the reason why it is temporary.
22. A Full-time Temporary Employee shall be paid at the same rate as that prescribed for a Full-time Employee with the corresponding classification. A Part-time Temporary Employee shall be paid in accordance with paragraph 12.

## Casual Employees

23. "Casual Employee" means an Employee who is engaged usually for relief purposes and paid as such.
24. A Casual Employee employed as a Teacher may be engaged as required by the Employer for up to 20 working days in any one period of employment. A casual engagement may be extended by agreement between the Teacher and the Employer provided the total period of the engagement does not exceed 10 term weeks.
25. The rates of pay for Casual Employees are determined by taking the hourly rate for the classification and experience of the Teacher, Children's Services Employee or Administrative Employee as set out in Schedule 1 and adding 25% to the relevant hourly rate for the classification. These rates are inclusive of any entitlements to annual leave and were calculated by adding a casual loading of 25% to the applicable ordinary hourly rates.
26. A Casual Employee other than a Teacher will be paid for a minimum of 3 hours for each engagement.

27. A Casual Employee who is a Teacher will be paid for a minimum of:
  - a. 2 hours, where they are required to work for up to 2 hours;
  - b. 4 hours, where they are required to work for more than 2 hours and up to 4 hours, and
  - c. 7.6 hours, where they are required to work for more than 4 hours.
28. A casual Teacher shall be classified and paid in accordance with [Part D](#).

## Casual conversion

29. Paragraphs 30-36 provide entitlements and obligations that are additional to those set out in NES. To avoid doubt, the provisions of Division 4A of the NES are not affected by this Agreement
30. A Casual Employee who has worked equivalent full-time hours on an ongoing basis over the preceding 12 months may request that their employment be converted to full-time employment in accordance with paragraphs 32 to 35.
31. A Casual Employee who has worked less than equivalent full-time hours on an ongoing basis over the preceding 12 months may request that their employment be converted to part-time employment consistent with the pattern of hours previously worked in accordance with paragraphs 32 to 35.
32. Any request made in relation to paragraphs 30 and 31 must be in writing and provided to the Employer.
33. The Employer may agree to or refuse the request, but the request may only be refused on reasonable grounds and after there has been consultation with the Employee. For any ground to be reasonable it must be based on facts which are known or reasonably foreseeable. Reasonable grounds include that:
  - a. it would require a significant adjustment to the Employee's hours of work in order for the Employee to be engaged as a Full-time or Part-time Employee;
  - b. the Employee's position would cease to exist within the next 12 months;
  - c. the hours of work which the Employee is required to perform will be significantly reduced in the next 12 months; or
  - d. there will be a significant change in the days and/or times at which the Employee's hours of work are required to be performed in the next 12 months which cannot be accommodated within the days and/or hours during which the Employee is available to work.
34. Where the Employer refuses an Employee's request, the Employer must provide the reasons for refusal in writing within 21 days of the request being made. If the Employee does not accept the Employer's refusal, this will constitute a dispute that will be dealt with under the dispute resolution procedure in [Part L - Dispute Settlement Procedure](#).

35. Where it is agreed that casual employment will be converted, the Employer and Employee must discuss and record in writing whether the employment will be full-time or part-time. The conversion will take place from the start of the next pay cycle unless otherwise agreed. Where the work is to be part-time, the written record must also set out the matters referred to in paragraph 15.
36. A Casual Employee must not be engaged and re-engaged (which includes a refusal to re-engage), or have their hours reduced or varied, in order to avoid any right or obligation that would otherwise exist under paragraphs 29 to 35.

## Part D – Teachers - Classification, rates of pay and related matters

### Teachers – Rates of pay

37. Teachers employed from the date of commencement of this agreement shall be classified according to paragraphs 40 to 45 until June 30 2023. From the first full pay period on or after July 1 2023 teachers shall be classified according to paragraphs 46 to 47
38. The rates of pay for teachers from the date of the commencement of this agreement until July 1 2023 are set out in Table 1 of Schedule 1. To obtain a weekly amount the annual salary is divided by 52.14 and to obtain an hourly amount the weekly rate is divided by 38.
39. The rates of pay for teachers on or after the first full pay period after July 1 2023 Teachers are set out in [Table 2](#) of Schedule 1. To obtain a weekly amount the annual salary is divided by 52.14 and to obtain an hourly amount the weekly rate is divided by 38.

### Teachers Classification and Progression - January 2023 to June 31, 2023

#### Progression – Three Year Trained Employed before July 2023.

40. A Three Year Trained Teacher shall commence on the Step 1 Classification (Tables [1](#) & [2](#)) and progress according to normal years of service to the Step **11**.
41. A Three Year Trained Teacher shall mean:
  - a. a Teacher who has satisfactorily completed a three year full-time course of study in Education or Early Childhood Education that requires three years of full-time study at an Australian University or recognised Teacher training institution; or
  - b. a Teacher who has acquired other equivalent qualifications as determined by the National Office of Overseas Skills Recognition, or NESAs, or ACECQA; or
  - c. a Teacher who was employed as a three year trained Teacher at the time of making this Agreement; or
  - d. any other Teacher who is not classified as a Four Year Trained Teacher or Five Year Trained Teacher.

#### Teachers – Progression – Four Year Trained

42. A Four Year Trained Teacher shall commence on the Step 1 Classification (Tables 1 and progress according to normal years of service to the Step 9 Classification (Tables 1 )

43. A Four Year Trained Teacher shall mean:
- a. a Teacher who has completed a degree in Education or Early Childhood Education that requires four years of full-time study at an Australian University; or
  - b. a Teacher who has acquired other equivalent qualifications as determined by the National Office of Overseas Skills Recognition, or NESAs, or ACECQA; or
  - c. a Teacher who in addition to satisfying the requirements for classification for a Three Year Trained Teacher satisfactorily completes a further course of study in Education or Early Childhood Education; or
  - d. a Teacher who was employed as a Four Year Trained Teacher at the time of making this Agreement.

### **Teachers – Progression – Five Year Trained**

44. A Five Year Trained Teacher shall commence on the Step of four year trained schale Classification (Tables 1and progress according to normal years of service to the Step 9 Classification (Table1).
45. A Five Year Trained Teacher shall mean:
- a. a Teacher who has completed a degree in education or early childhood education that requires 4 years of full-time study at an Australian university and in addition has completed a postgraduate degree at an Australian university requiring at least one year of full-time study; or
  - b. a Teacher who has acquired other equivalent qualifications as determined by the National Office of Overseas Skills Recognition, or NESAs, or ACECQA; or
  - c. a Teacher who in addition to satisfying the requirements for classification for a Three Year Trained Teacher satisfactorily completes a further course of study in Education or Early Childhood Education requiring at least two years of full-time study; or
  - d. a Teacher who was employed as five year trained Teacher at the time of making of this agreement.

### **Teachers Classification and Progression after July 1 2023.**

46. After July 1 2023, an Employee will be classified according to the criteria set out in subparagraphs a.-e. below and paid in accordance with and [Table 2](#) of Schedule 1:

- a. **Level 1** - Graduate Teacher including those holding provisional or conditional accreditation;
  - b. **Level 2** – A Teacher with proficient accreditation;
  - c. **Level 3** – A Teacher with:
    - i. proficient accreditation and 3 years’ service at a proficient level; or
    - ii. in the case of Teachers holding proficient accreditation as at the time of making this Agreement, 5 years’ of service; whichever comes earlier.
  - d. **Level 4** – A Teacher with:
    - i. proficient accreditation and 6 years’ service at a proficient level; or
    - ii. in the case of Teachers holding proficient accreditation as at the time of making this Agreement, 8 years’ of service; whichever comes earlier.
  - e. **Level 5** - Teacher who has obtained a four year teaching qualification and in addition has completed a post graduate degree at an Australian university requiring one year of full time study or equivalent.
47. A reference to “service at a proficient level” in paragraph 46 means any service that the Teacher has completed following the attainment of proficient accreditation.

## Teachers – Service

48. In the case of a Teacher, the following will count as service:
- a. teaching experience in preschools, kindergartens, multi-purpose centres, early intervention services, long day care centres and other similar services;
  - b. teaching experience of children from 4 to 8 years (or in the infants department) of a school registered and/or accredited under the relevant authority in each state or territory;
  - c. service as a lecturer in early childhood education or child development, as a child development officer or as a Family Day Care Co-ordinator or equivalent; and
  - d. service as a Children’s Services Employee or Family Day Care carer at the rate of one year of teaching service for every 3 years of service, up to a maximum of 4 years of teaching service.
49. For the purpose of calculating service:
- a. For full-time service – all service as outlined in paragraph 48 shall be counted.
  - b. For part-time service – periods of part-time service as a Teacher shall count as service in that proportion that the part-time teaching load bore to the relevant full-time teaching load. All other periods of part-time service shall count as service in that proportion that the part-time employment bore to fulltime employment.

- c. For casual teaching service – all casual teaching engagements count as service. The equivalent of one year of full-time service is 240 casual days in a long day care centre or 200 casual days in a preschool or school.

## Teachers – Transition to new classification structure from July 1 2023.

- 50. Notwithstanding paragraph 46, Employees who were employed immediately prior to the commencement of this Agreement will be classified in accordance with the following table, except where classification pursuant to paragraph 46 would result in the Employee being classified at a higher level:

<b>Three Year Trained teacher employed before 1 July 2023</b>	<b>Four Year Trained employed before 1 July 2023</b>	<b>All Teacher after 1 July 2023</b>
Step 1		Level 1
Step 2	Step 1	Level 1
Step 3	Step 2	Level 1
Step 4	Step 3	Level 1
Step 5	Step 4	Level 2
Step 6	Step 5	Level 2
Step 7	Step 6	Level 2
Step 8	Step 7	Level 3
Step 9	Step 8	Level 3
Step 10	Step 9	Level 4
Step 11		Level 4

## Teachers - Evidence of qualifications or experience

- 51. The Employer may require that the Employee provide documentary evidence of accreditation and service.
- 52. If an Employer considers that the Teacher has not provided satisfactory evidence, and advises the Teacher in writing to this effect, then the Employer may decline to recognise the relevant accreditation or service until evidence is provided. The Employer will not unreasonably refuse to recognise the relevant accreditation or service of an Employee.

## Teachers – Reclassification

- 53. Where a Teacher has completed additional service with another employer (for example during periods of unpaid leave) or achieved a higher level of accreditation after commencement of employment they will be entitled to be classified accordingly and back paid from the date of completion of the service or achievement of the higher accreditation, provided that the Teacher has provided satisfactory evidence to the Employer within three months of such completion or achievement. In all other cases, the Teacher will be classified and paid from the date satisfactory evidence is produced.

## Teachers – Returning to teaching after July 1 2023

54. A Teacher with at least 2 years' service who was previously accredited as proficient or who was not required to be accredited as proficient who:
- a. is returning to teaching following a break of teaching service, where they have not obtained or maintained proficient status; or
  - b. otherwise does not hold proficient accreditation status

shall be classified on Level 2 for one year full-time equivalent teaching service, during which period the Teacher may apply for proficient teacher accreditation or apply for mutual recognition (in the case of an interstate teacher) with NESA. Upon attaining proficient teacher accreditation, the Teacher will progress to the relevant level between Level 2 and Level 4 based on their service.

55. If the Teacher does not attain proficient teacher accreditation within the one year fulltime equivalent teaching service, the teacher will be paid at Level 1 until the Teacher achieves proficient teacher accreditation. On such date the Teacher will progress to the relevant level between Level 2 and Level 4 based on their service.

## Part E – Children's Services Employees - Classification, rates of pay and related matters

### Children's Services Employees – Rates of pay

56. The minimum hourly rate of pay for a Children's Services Employee are set out in [Table 3](#) of Schedule 1. To obtain a weekly rate the hourly rate is multiplied by 38 and to obtain an annual rate the weekly rate is multiplied by 52.14.

### Children's Services Employees – Progression

57. A Children's Services Employee shall be appointed to a classification level as set out in paragraphs 62 to 75 having regard to the duties required by the Employer to be undertaken, the qualifications and the length of service of the Children's Services Employee.
58. A Children's Services Employee shall commence on the step in the appropriate classification level commensurate with the number of full-time equivalent years of employment in early childhood services (or any other childcare services conducted by this Employer) and shall progress in accordance with paragraphs 64-68 and paragraphs 72-73.
59. Progression through the steps of each classification under paragraphs 64-68 and paragraphs 72-73 for Children's Services Employees shall occur:
- a. after 12 months of service on a step, where the Employee is full-time, or otherwise works more than 19 hours per week; and



- b. after 24 months of service, where the Employee works 19 hours or less per week.
- 60. Upon engagement, Full-time and Part-time Children's Services Employees shall provide details of their qualifications and employment history in early childhood and childcare services for the purposes of determining, where necessary, the appropriate Level and Step under the classification structure.

### **Children's Services Employees – Higher duties**

- 61. A Children's Services Employee required by the Employer to perform duties carrying a higher rate of pay than their ordinary classification shall be paid such higher rates whilst so engaged. Provided that if the Children's Services Employee is engaged for four or more hours on the higher class of work, the Employee shall be paid the higher rate for the entire shift.

### **Children's Services Employees – qualifications, duties and progression**

- 62. A **Children's Services Employee Level 1** is an Employee who has completed AQF Certificates II or III in Children's Services or an equivalent qualification or, alternatively, this Employee will possess, in the opinion of the Employer, sufficient knowledge or experience to perform the duties at this level.
- 63. The Indicative duties of a Children's Services Employee Level 1 are:
  - a. assist in the implementation of the children's program under supervision;
  - b. assist in the implementation of daily care routines;
  - c. develop awareness of and assist in maintenance of the health and safety of the children in care;
  - d. give each child individual attention and comfort as required;
  - e. understand and work according to the Centre or service's policies and procedures;
  - f. demonstrate knowledge of hygienic handling of food and equipment;
  - g. assist in the preparation, implementation and evaluation of developmentally appropriate programs for individual children or groups;
  - h. record observations of individual children or groups for program planning purposes for qualified staff;
  - i. under direction, work with individual children with particular needs;
  - j. assist in the direction of untrained staff;
  - k. undertake and implement the requirements of quality assurance;
  - l. work in accordance with food safety regulations.

64. A Children's Services Employee Level 1.1 who has completed AQF III in Children's Services (or an equivalent qualification) is entitled to progress to Children's Services Employee Level 1.2 after 12 months of service or, if employed for 19 hours or less, after 24 months of service
65. A Children's Services Employee Level 1.2 is entitled to progress to Children's Services Employee Level 1.3 after 12 months of service or, if employed for 19 hours or less, after 24 months of service.
66. A Children's Services Employee Level 1.3 is entitled to progress to Children's Services Employee Level 1.4 after 12 months of service or, if employed for 19 hours or less, after 24 months of service.
67. A Children's Services Employee Level 1.4 is entitled to progress to Children's Services Employees Level 1.5 after 12 months of services or if employed for 19 hours or less, after 24 months of service.
68. A Children's Services Employee Level 1 who has completed an AQF Diploma in Children's Services or equivalent, and who demonstrates the application of skills and knowledge acquired beyond the competencies required for AQF Certificate III in the ongoing performance of their work, must be paid no less than the rate prescribed for Level 1.4.
69. **A Children's Services Employee Level 2** is an Employee who has completed a Diploma in Children's Services or equivalent (e.g. Certificate IV in Out of School Hours Care) and performs other additional indicative duties as set out in paragraph 71. An Employee at this level may be appointed as the person in charge of a group of children or as a Nominated Supervisor under the Education and Care Services National Regulations.
70. An Employee at this level will also take on the same duties and perform the same tasks as a Children's Services Employee Level 1.
71. The Additional Indicative duties of a Children's Services Employee Level 2 are:
  - a. responsible, in consultation with the Director for the preparation, implementation and evaluation of a developmentally appropriate program for individual children or groups;
  - b. responsible to the Director for the supervision of students on placement;
  - c. responsible for ensuring a safe environment is maintained for both staff and children;
  - d. responsible for ensuring that records are maintained accurately for each child in their care;
  - e. develop, implement and evaluate daily care routines;
  - f. ensure that the Centre or service's policies and procedures are adhered to.
72. A Children's Services Employee Level 2.1 is entitled to progress to Children's Services Employee Level 2.2 after 12 months of service or, if employed for 19 hours or less, after 24 months of service.

73. A Children's Services Employee Level 2.2 is entitled to progress to Children's Services Employee Level 2.3 after 12 months of service or, if employed for 19 hours or less, after 24 months of service.
74. A Children's Services Employee Level **2.4** is an Employee who has completed an AQF Level V Diploma in Children's Services and may be required to supervise other employees.
75. A Children Services Employee Level 2.4 in addition to the duties of a Children Services Employee Level 2.3, undertakes responsibilities including:
  - a. co-ordinate and direct the activities of Employees engaged in the implementation and evaluation of developmentally appropriate programs;
  - b. contribute through the Director to the development of the Centre's policies;
  - c. assist in the coordinating of the Centre's operation, including Occupational health and Safety, program planning and staff training;
  - d. assist in the day to day management of the Centre;
  - e. be the responsible person under the Education and Care National Regulations, if required by the Director in their absence;
  - f. assist in supervision of Employees of the service;
  - g. assist in supervising staff trainees and students on placement;
  - h. assist in administrative functions as assigned by the Director.
  - i. may be required to supervise other Level 2 Employees

## Part F – Administrative & Other Employees - Classification, rates of pay and related matters

### Administrative Employees – Rates of pay

76. The minimum hourly rate of pay for an Administrative Employee are set out in [Table 4](#) of Schedule 1. To obtain a weekly rate the hourly rate is multiplied by 38 and to obtain an annual rate the weekly rate is multiplied by 52.14.
77. An Administrative Employee shall initially be appointed to the appropriate level set out in paragraphs 78 to 80 as determined by the Employee's skills and/or qualifications and the duties required to be performed.

### Administrative Employees - Qualifications and the duties

78. An Employee who is an **Administrative Employee Level 1** may be required to:
  - a. answer phone and email enquiries;
  - b. operate office equipment and use word processing and spreadsheet software packages to produce correspondence and business documents;
  - c. maintain records management systems, files and databases; and
  - d. perform a range of financial tasks including the preparation of cash payment summaries, banking report and bank statements, basic payroll functions, petty cash management, invoicing, reconciliation of accounts, and applying purchasing and inventory control requirements.
79. An Employee who is an **Administrative Employee Level 2** may be required to:
  - a. perform the range of duties applying to an Administrative Employee Level 1;
  - b. perform financial duties requiring a higher level of responsibility including the preparation of financial or tax schedules, the calculation of costings and wages requirements, the completion of payroll data for authorisation and the reconciliation of accounts to balance;
  - c. provide information in relation to matters that include employment conditions, superannuation entitlements, and workers compensation;
  - d. resolve complex operational problems;
  - e. assist the Director in preparing detailed compliance and operational reports;
  - f. prepare correspondence on behalf of the Director and parent committee with limited instruction; and
  - g. Train and supervise Level 1 Employees.
80. An Employee who is an **Administrative Employee Level 3** may be required to:
  - a. perform the range of duties applying to an Administrative Employee Level 2;

- b. provide financial advice to the Employer and/or manage financial systems; including administer payroll and data and salary records.
  - c. contribute to the operational and strategic planning for administration of the Centre;
  - d. supervise other Administrative Employees;
  - e. assume responsibility for the professional development of other Administrative Employees; and
  - f. possess post-secondary qualifications or equivalent experience.
81. An Administrative Employee who is required to perform any of the duties in a higher classification for more than one day must be paid at the rate for the higher classification for the day and subsequent days when higher duties are performed.

## Part G – Allowances and other remuneration

### Director's Allowance

82. A Full-time or Part-time Teacher who is appointed as a Director shall be paid, in addition to the amounts payable pursuant to paragraph 37, an allowance set out in [Table 5](#) of Schedule 1 for all ordinary hours worked. The level of the Director's Allowance shall be determined on the basis of the number of approved places in the Centre.
83. This Allowance is paid for all purposes including, but not limited to, annual leave, annual leave loading, long service leave, personal/carers leave, severance pay and on termination.
84. In the absence of a Part-time Director for at least one working day, the other person appointed as the Part-time Director shall be paid the Director's Allowance for the duration of the absence.

### Educational Leader's Allowance

85. A Full-time or Part-time Teacher or Children's Services Employee who is appointed as an Educational Leader shall be paid, in addition to the amounts payable pursuant to paragraph 37, an Educational Leader's Allowance in accordance with Table 5 of Schedule 1 for all ordinary hours worked.
86. The Educational Leader's Allowance is paid for all purposes including, but not limited to, annual leave, annual leave loading, long service leave, personal/carers leave, severance pay and on termination.

### Acting Up - Allowances

87. Any Employee required by the Employer to act as Director, or Educational Leader for at least five consecutive working days shall be paid the appropriate allowance as prescribed in paragraphs 82 or 88.
88. An Employee shall not be required to carry out such duties in an acting capacity for more than a full year, or for up to two years where the Employee is replacing another Employee who is on leave.

### Meal Allowances

89. An Employee who is required to work overtime for more than one and half hours, without being notified on the previous day or earlier that they will be required to work, will be entitled to a meal allowance as per Table 5 of Schedule 1 and an additional meal allowance after 4 hours of overtime as per Table 5 of Schedule 1.

## Travelling expenses

90. Where an Employee is required to use their vehicle for work purposes (other than for journeys between home and the place of employment), the Employee shall be paid a travel allowance as per Table 5 of Schedule 1.
91. 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.

## Payment of wages

92. The monies payable to any Employee shall be payable fortnightly by Electronic Funds Transfer into an account nominated by the Employee.

## Payment on termination

93. The Employer must pay an Employee no later than 7 days after the day on which the Employee's employment terminates:
  - a. the Employee's wages and other entitlements 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.

## Overpayments

94. In the case of any overpayment, the Employer shall provide an explanation and details of the overpayment. The Employer shall seek agreement on how to resolve any confirmed overpayment by discussion with the Employee and their representatives.

## Salary packaging

95. The Employer may offer salary packaging in respect of the Employee's ordinary earnings including allowances. Salary packaging shall mean that the Employee will have part of their ordinary earnings including allowances packaged into a fringe benefit which does not constitute a direct payment to the Employee but is payable to a bona fide third party. Neither the Employer nor the Employees may be compelled to enter into a salary packaging agreement.
96. The terms and conditions of such a package shall not, when viewed objectively, be less favourable than the entitlements otherwise available under this Agreement and shall be subject to the following provisions:
  - a. the Employer shall ensure that the structure of any agreed remuneration package complies with taxation and other relevant legislation;

- b. where there is an agreement to salary package, the agreement shall be in writing and made available to the Employee;
  - c. the Employee shall be provided with, or have access to, details of the payments and transactions made on their behalf; and
  - d. prior to entering into any salary packaging agreements, the Employee will be given the opportunity by the Employer to seek independent advice in respect of salary package arrangements.
97. In the event that the Employer or Employee withdraws from a salary packaging agreement, the individual Employee's salary will revert to whichever is the higher of:
- a. the ordinary time rate of pay that applied to the Employee prior to the commencement of the salary packaging agreement; or
  - b. the applicable rate specified in Schedule 1 of this Agreement.
98. The Employer or Employee may vary or cancel any salary packaging agreements by the giving of one month's notice of cancellation to the other party.
99. Superannuation Guarantee Contributions will be calculated by reference to the remuneration the Employee would have been entitled to receive but for the salary packaging arrangement.
100. Any payment including any allowances, penalty rates, overtime, payment for unused leave entitlements shall be calculated by reference to the ordinary earnings including allowances which would have applied to the Employee but for the salary packaging arrangement and payable during employment or on termination of employment.
101. Unless there is agreement between the Employer and the Employee to the contrary, all salary packaging arrangements shall cease during any period of leave without pay, including periods of unpaid sick leave.

## **Superannuation**

102. The Employer must make such superannuation contributions to a superannuation fund for the benefit of an Employee as will avoid the Employer being required to pay the superannuation guarantee charge under superannuation legislation with respect to that Employee.
103. The default superannuation fund for Employees who do not nominate a superannuation fund will be HESTA Super Fund, which offers a My Super product.
104. Employees may choose the superannuation fund of their choice at any time.

## **Part H Hours of work**



## **Hours of work – Teachers**

105. The ordinary hours of work for Teachers inclusive of meal and rest breaks, shall be an average of 38 hours per week. The ordinary hours of work may be averaged over a 12 month period.
106. The ordinary hours of work for Teachers may be worked between the hours of 8.00 am and 4.00 pm between Monday and Friday.
107. Teachers are not generally required to attend for periods of time when children are not present, subject to the needs of the Employer with regard to professional development, meetings, student free days and other activities requiring the Employee's attendance. Teachers will continue to be paid for their normal hours of work during non-term time.
108. The maximum number of days that a Teacher will be required to attend during term weeks and non-term weeks will be 205 in each preschool year.
109. The Employer will provide written notice of the term weeks and days in non-term time on which the Teachers are required to attend, six months in advance of the requirement to attend.

## **Hours of work – Children's Services Employees**

110. The ordinary hours of work for Children's Services Employees inclusive of meal and rest breaks, shall be an average of 38 hours per week. The ordinary hours of work may be averaged over a 4 week period.
111. The ordinary hours of work for Children's Services Employees shall not exceed 8 hours per day and may be worked between the hours of 8.00 am and 4.00 pm between Monday to Friday.
112. Children's Services Employees are not generally required to attend for periods of time when children are not present, subject to the needs of the Employer with regard to professional development, meetings, student free days and other activities requiring the Children's Services Employee's attendance. Children's Services Employees will continue to be paid for their normal hours of work during non-term time. The maximum number of days that a Child Care Employee will be required to attend during term and nonterm weeks will be 210 in each school year.
113. The Employer will provide written notice of the term weeks and days in non-term time on which the Children's Services Employees are required to attend, six months in advance of the requirement to attend.

## **Hours of work – Administrative Employees**

114. The ordinary hours of work for Administrative Employees, exclusive of meal breaks, shall be an average of 38 hours per week. The ordinary hours of work may be averaged over a 4 week period.

115. The ordinary hours of work for Administrative Employees shall not exceed 8 hours per day and may be worked between the hours of 8:00am and 4pm between Monday to Friday.
116. Administrative Employees are not generally required to attend for periods of time when children are not present, subject to the needs of the Employer with regard to professional development, meetings, student free days and other activities requiring the Administrative Employee's attendance. Administrative Employees will continue to be paid for their normal hours of work during non-term time.
117. The Employer will provide written notice of the term weeks and days in non-term time on which the Administrative Employees are required to attend, six months in advance of the requirement to attend.

## Overtime

118. All hours worked by Children's Services Employees and Administrative Employees outside the ordinary hours of work prescribed by paragraphs 110, 111, 114 and 115 shall be paid at the rate of time and one half for the first two hours and double time thereafter.
119. Part-time Employees including teachers who agree to work in excess of their normal hours of work shall be paid at casual rates for up to eight hours provided that the additional hours are worked during the ordinary hours of operation of the Centres
120. In the case of a casual employee, overtime will be calculated using the casual hourly rates of pay as contained in [Table 5, 6](#) and [Table 7](#).

## Time off in lieu of overtime

121. Children's Services Employees and Administrative Employees and the Employer may agree in writing to the Employee taking time off instead of being paid for a particular amount of overtime that has been worked by the Employee.
122. Overtime taken as time off during ordinary hours shall be taken at the ordinary time rate, that is an hour off for each hour worked.
123. An Employer shall, if requested by an Employee, provide payment at the rate provided for in paragraph 118, for any time off in lieu of overtime which has not been taken.
124. If time off in lieu of overtime is not taken within 6 months, the Employer must pay the Employee for the overtime in the next pay period, at the overtime rate applicable to the overtime when worked.
125. On termination of employment, all time in lieu hours accrued shall be paid at overtime rates.

## **Weekend work**

126. Employees are not required to work on weekends.
127. Should a Children's Services Employee or Administrative Employee be requested to work on a Saturday, they shall be paid at the rate of time and one half for the first two hours and double time thereafter. All time worked on a Sunday, will be paid at the rate of double time.
128. The minimum payment for any period of weekend work shall be four hours' pay.

## **Additional hours - Reasonableness**

129. Employees may refuse a request to work additional hours if the request is unreasonable or if the refusal is reasonable.
130. In determining whether additional hours are reasonable or unreasonable the following must be taken into account:
  - a. any risk to Employee health and safety from working the additional hours;
  - b. the Employee's personal circumstances, including family responsibilities;
  - c. the needs of the Centre;
  - d. whether the Employee is entitled to receive overtime payments 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 their intention to refuse to work the additional hours;
  - g. the usual patterns of work in the industry, or the 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.

## **Additional hours - Part-time Employees**

131. A Part-time Teacher who agrees to work in excess of their Agreed Part-time Hours on any day that they normally work will be paid for the additional hours at the casual rate of pay for their classification.
132. Part-time Children's Services Employees who agree to work in excess of their normal rostered hours shall be paid at casual rates for up to eight hours provided that the additional time worked are during ordinary hours of operation of the Centre. Any additional hours in a day shall be paid at overtime rates of pay.

133. Part-time Administrative Employees who agree to work in excess of their normal rostered hours shall be paid at rate of time and half for the first two hours and double time thereafter.

### **Meal breaks - Teachers and Children's Services Employees**

134. A Teacher or Children's Services Employee engaged or rostered to work for more than 5 hours on a day is entitled to a paid uninterrupted meal break of not less than 20 minutes and not more than 30 minutes. The meal break shall be counted as time worked and taken no later than five hours after commencing work.
135. If such Employee is required to perform any duties that cause the meal break to be interrupted, the Employee shall be paid at time and a half for a minimum of 15 minutes and thereafter to the nearest quarter hour until an uninterrupted break or the balance of the break is taken.
136. Teachers and Children's Services Employees may, by agreement with the Employer, leave the premises or elect not to be on call during the meal break. Any such Agreement will be effective provided that:
- a. the agreement is genuine and cannot be required as a condition of on-going employment; and
  - b. any agreement is recorded in writing and kept with pay records; and
  - c. during the meal break, the Employee cannot be counted as part of the child/staff ratios under the Education and Care Services National Regulations; and
  - d. the meal break shall not count as time worked and no payment shall be made for such time.

### **Meal breaks - Administrative Employees**

137. An Administrative Employee who works more than 5 hours at a time is entitled to one 25 minute paid meal break, to be taken within the first 5 hours of work and within 5 hours after resuming work after a meal break. An Administrative Employee may elect to take a meal break of 30 minutes of which 5 minutes will be unpaid.
138. An Administrative Employee who is engaged for not more than six hours continuously may elect to forego a meal break.

### **Rest breaks – All Employees**

139. An Employee who works for four hours or more on any day is entitled to a paid rest period of 10 minutes, provided that an Employee working for seven hours or more will be entitled to two such paid rest breaks of 10 minutes each (which may be taken in a single period by agreement).

## Part I - Leave

### Annual Leave

140. Employees shall receive four weeks annual leave in accordance with the National Employment Standards.
141. The Centre can, with 4 weeks' notice, implement a Centre Christmas Closedown Period (CCCP).
142. Teachers use their annual leave during the CCCP and will be paid in accordance with paragraph 107. Annual Leave for a Teacher who has not worked the full year or whose hours have varied or whose employment is terminated is calculated according to paragraphs 149 or 222.
143. Children's Services Employees and Administrative Employees use their annual leave during the CCCP.
144. Where a Children's Services Employee or Administrative Employee does not have sufficient accrued annual leave to cover the first four weeks of the CCCP, they may be required to take leave without pay.
145. Where the Centre is closed during a vacation period, other than the first four weeks of the CCCP, and no work is available, a Children's Services Employee or Administrative Employee will be paid their ordinary rate of pay.
146. Should a Children's Services Employee or Administrative Employee not complete any period of 12 months service, the Employee shall on the termination of employment be entitled to payment in lieu of annual leave on a proportionate basis.
147. Annual Leave shall be paid at the rate of pay including any allowances normally paid at the time of taking leave.

### Annual Leave – Teachers - Adjustment of salaries - Formula

148. Paragraph 149 applies only to Teachers (other than Casual Teachers) and incorporates the NES entitlement with respect to annual leave. It shall apply in circumstances where a Teacher:
  - a. commences employment after the Preschool Service Date (paragraph 150);
  - b. takes leave without pay in excess of 20 pupil days per year (paragraphs 151-153); or
  - c. is subject to a variation of hours during the preschool year (paragraph 154).
149. Payments made pursuant to paragraphs 150-154 shall be calculated in accordance with the following formula:

$$P = \frac{sx}{c} - d$$

*b*

Where: P =

payment due;

s = total payments made in respect of term weeks, or part thereof, since the preschool service date (or date of employment in circumstances where a Teacher has been employed by the Pre-School for less than one year); b = number of term weeks, or part thereof, in the year; c = number of non-term weeks, or part thereof, in the year;

d = total payments made in respect of non-term weeks, or part thereof, that have occurred since the anniversary of employment (or date of employment in circumstances where a Teacher has been employed by the Preschool for less than one year).

### **Annual Leave – Teachers - Adjustment of salaries for Teachers who commenced employment after the Preschool Service Date**

150. Where a Teacher commenced employment after the Preschool Service Date and such employment is to continue into the next preschool year, the Teacher shall be paid an amount at the conclusion of Term 4 calculated in accordance with paragraph 149. This payment reflects the proportionate payment for non-term time including annual leave that the Teacher has accrued. The Teacher shall receive no other payment (other than Annual Leave Loading) until the Preschool Service Date in the following year.

### **Annual Leave – Teachers - Adjustment of salaries for Teachers who take approved leave without pay**

151. Where a Teacher takes leave without pay for a period which (in total) exceeds 20 pupil days in any year, they shall receive payments calculated in accordance with paragraph 149.
152. If the leave without pay **commences and concludes in the same Preschool year** the payment shall be calculated in accordance with paragraph 149 and made at the conclusion of Term 4 of that Preschool year and shall receive no other payment (other than Annual Leave Loading) until the Preschool Service Date in the following year.
153. If the leave without pay is to **conclude in a Preschool year following the Preschool year** in which the leave commenced:
- a. at the commencement of the leave a payment shall be calculated in accordance with paragraphs 149 and made in respect of the Preschool year in which the leave commences;

- b. at the end of Term 4 in the Preschool year in which the leave concludes a payment shall be calculated in accordance with paragraph 149 and made in respect of that Preschool year; and
- c. if the Teacher returns early from leave in the same Preschool year, any payment made under subparagraph a will be taken into account in calculating the amount owed to the Employee at the end of Term 4.

## Annual Leave – Teachers - Adjustment of salaries for Teachers where normal hours of work are varied

154. Where a Teacher’s normal hours of work have varied since the Preschool Service Date in any year, the Teacher shall be paid at the conclusion of Term 4 in accordance with paragraph 149 and shall receive no other payment (other than Annual Leave Loading) until the Preschool Service Date in the following year.

## Annual Leave Loading

- 155. Where an Employee takes annual leave, they shall be paid an additional annual leave loading of 17.5% on the amount payable to the Employee for the period of the annual leave.
- 156. Upon termination of employment, an Employee will be paid annual leave loading on any untaken annual leave.
- 157. The loading payable to Teachers upon commencement of the CCCP or upon termination of employment is calculated using the following formula:

$$17.5\% \times \frac{4 \text{ weeks pay} \times \text{No. of term weeks}}{\text{of term weeks in the year} \text{ No.}}$$

## Public Holidays

158. The following days are public holidays for the purposes of this Agreement:

- a. New Year's Day;
- b. Australia Day;
- c. Good Friday;
- d. Easter Saturday;
- e. Easter Sunday;
- f. Easter Monday;
- g. Anzac Day;
- h. Queen's Birthday;
- i. Labour Day;

- j. Christmas Day;
- k. Boxing Day; and
- l. any other day, or part day, declared or prescribed by or under a law of NSW to be observed generally within NSW or a region of NSW as a public holiday.

159. An Employee is entitled to be absent on a day or part day that is a public holiday.
160. However, the Employer may request an Employee to work on a public holiday. An Employee can refuse a request to work on a public holiday provided the request is not reasonable or the refusal is reasonable. Where an Employee accepts such a request they shall be paid at the rate of double time and a half, for a minimum of four hours.

## Personal Leave

161. Full-time Teachers shall be entitled to 15 days personal leave in their first year of employment and 25 days in subsequent years. Teachers may accumulate up to 120 days of untaken personal leave in their first six years of service after which 10 days of untaken personal leave shall accumulate each year. Untaken accrued personal leave will not be paid out on termination of employment.
162. Full-time Children's Services Employees and Full-time Administrative Employees shall be entitled to 15 days' personal leave with pay in their first year of service and 12 days in subsequent years. Untaken personal leave is fully accumulative. Untaken accrued personal leave will not be paid out on termination of employment.
163. The personal leave entitlement of a Part-time Employee shall be in that proportion which the average number of hours of work by the Employee bears to 38. When the number of hours worked by a Part-time Employee varies, the personal leave entitlement of the Employee shall be calculated and credited to the Employee in hours at the time of such variation.
164. Personal leave will accrue progressively each year provided that an Employee in the first 3 months of employment, may not take more than 5 days of personal leave.
165. The taking of leave outlined in paragraphs 154, 155, and 156 of this Agreement shall be subject to the following requirements:
- a. An Employee intending to take leave must notify the Employer as soon as practicable (which may be a time after the leave has started) of:
    - i. their inability to attend work;
    - ii. the reason for their inability to attend work; and
    - iii. the estimated duration of the absence.
  - b. An Employee may be required to provide evidence that would satisfy a reasonable person that they were unfit for work.



166. Where the Employee has either taken frequent single days of personal leave; or taken extended personal leave; or taken frequent days of personal leave immediately before and/or after a public holiday or non-term time the Employer may take the following action:
- a. arrange a meeting in order to clarify their concerns with the Employee;
  - b. invite the Employee to respond verbally or in writing to the issues raised by the Employer; and
  - c. allow the Employee to seek the assistance of a support person during meetings (this may include a Union representative).
167. After consideration of the Employee's response, the Employer may:
- a. request further evidence of illness/ injury or care/support responsibility;
  - b. request the Employee to obtain a second opinion from another doctor (at the Employer's cost) or obtain a medical report (at the Employer's cost);
  - c. request a more detailed estimation of the likely length of the absence;
  - d. discuss with the Employee any other action. This may include but is not limited to the Employee applying for flexible working arrangements.

## Carer's Leave

168. An Employee with responsibilities in relation to a member of the Employee's household or Employee's immediate family shall be entitled to use personal leave for absences to provide care and support, for such persons when they are ill or injured or who require care due to an emergency. Such leave may be taken for part of a single day.
169. An Employee intending to take personal leave to provide such care and support must notify the Employer as soon as practicable (which may be a time after the leave has started) of:
- a. their absence and the estimated length of that absence;
  - b. the Employee's relationship to the person requiring care; and
  - c. whether it relates to an illness, injury or emergency.
170. If required, the Employee will provide a medical certificate, statutory declaration or other evidence that would satisfy a reasonable person that the illness, injury or emergency required the care provided by the Employee.
171. An Employee (including a Casual Employee) who does not have accrued paid personal leave is entitled to 2 days of unpaid carer's leave for each occasion when a member of the Employee's immediate family or household requires care or support because of an illness, injury or emergency.

172. An Employer must not fail to re-engage a Casual Employee because the Employee accessed the entitlements provided for in paragraph 171. The rights of an Employer to engage or not to engage a Casual Employee are otherwise not affected.

## Compassionate Leave

173. An Employee (other than Casual Employee) is entitled to two days of paid compassionate leave for each occasion when a member of the Employee's immediate family or household:
- a. contracts or develops a personal illness that poses a serious threat to their life;
  - b. sustains a personal injury that poses a serious threat to their life; c. dies; or
  - d. delivers a stillborn child or has a miscarriage.
174. An additional day of compassionate leave may be taken out of an Employee's personal leave entitlements.
175. Compassionate Leave is not paid out on termination of Employment. The notice and evidence requirements shall be as set out in paragraphs 169-170.
176. For Casual Employees, compassionate leave is unpaid.

## Family and Domestic Violence Leave

177. An Employee is entitled to 10 days' paid leave to deal with family and domestic violence (family and domestic violence leave), as follows:
- a. the leave is available in full at the start of each 12 month period of the Employee's employment; and
  - b. the leave does not accumulate from year to year; and
  - c. is available in full to Part-time Employees.
178. An Employee may take paid family and domestic violence leave if the Employee:
- a. is experiencing family and domestic violence; and
  - b. needs to do something to deal with the impact of the family and domestic violence and it is impractical for the Employee to do that thing outside their ordinary hours of work. Such things may include (but are not limited to) the making arrangements for the Employee's safety or the safety of a family member (including relocation), attending urgent court hearings, or accessing Police services.

179. Family and domestic violence means violent, threatening or other abusive behaviour by a family member of an Employee that seeks to coerce or control the Employee and that causes them harm or to be fearful.
180. A reference to a family member includes a member of the Employee's immediate family, their former spouse or de facto partner and any person related to the Employee according to Aboriginal or Torres Strait Islander kinship rules.
181. An Employee must give their Employer notice of the taking of family and domestic violence leave. The notice must be given to the Employer as soon as practicable (which may be a time after the leave has started) and must advise the Employer of the period, or expected period, of the leave.
182. An Employee may be required to provide evidence that would satisfy a reasonable person that the leave is taken for the purpose specified in paragraph 178. Such evidence may include a document issued by the Police service, a court or a family violence support service, or a statutory declaration. Untaken Domestic Violence Leave is not paid out on termination of employment.
183. Employers must ensure any notice given or evidence provided under paragraphs 181-182 is treated confidentially. Nothing prevents an Employer from disclosing information provided by an Employee if the disclosure is required by an Australian law or is necessary to protect the life, health or safety of the Employee or another person.
184. For Casual Employees, family and domestic violence leave is unpaid.

## Long Service Leave

185. The provisions of the *NSW Long Service Leave Act 1955* apply.
186. An Employee may request and be granted leave without pay, to be taken in addition to long service leave, such that the total period of leave comprises one or more complete preschool terms.
187. An Employee may be granted long service leave in short blocks of one or more weeks provided that:
  - (i) the application is approved by Canterbury Community Child Care Centre and
  - (ii) (ii) the employee has eligible service of at least 10 years.
188. who are eligible for long service leave may apply to access short blocks of long service leave of one or more weeks but less than a preschool term provided that the application is approved by the employer.
189. Long Service Leave will be exclusive of non-term time adjacent to or within the period of leave.

## Examination and Study Leave

190. An Employee may take up to one day of paid leave on the day of any examination in a course that furthers their early childhood education or training, or is accredited by ACECQA, or is otherwise agreed to by the Employer.
191. An Employee who is enrolled in a course that furthers their early childhood education or training, or is accredited by ACECQA, or is otherwise agreed to by the Employer shall be granted leave without pay for the purpose of attending any compulsory work placement, practicum, or residential school (or a remote learning equivalent).

## Parental Leave

192. Employees are entitled to take parental leave in accordance with the Act. This clause provides further entitlements and supplements the Act.
193. Paid parental leave will be paid for 10 weeks at the rate of pay the Employee would have received if the Employee had not taken parental leave in addition any payment under the government's Paid Parental Leave Scheme
194. All periods of paid parental leave will count as service for the purposes of this Agreement, the Act, and any other statutory entitlement. Periods of unpaid parental leave will not count as service.
195. The period of parental leave is concurrent with and does not extend the period of unpaid parental leave under the Act.
196. An Employee intending to take parental leave is required to provide the Employer with at least 10 weeks written notice and otherwise comply with the notice requirements in the Act.
197. An Employee shall be entitled to one day of paid leave in relation to their partner giving birth. Such leave will generally be taken from the date of birth or during the period between entering and leaving the birthing facility.
198. An Employee shall be entitled to two days of paid leave in relation to the adoption of a child.

## Flexible working arrangements

199. An Employee may request a change in working arrangements (a Flexible Working Arrangement) where the Employee:
  - a. Is a parent, or has responsibility for the care of a child who is of school age or younger;
  - b. Is a carer (within the meaning of the carer as per the *Carer Recognition Act 2010*);
  - c. has a disability;

- d. is 55 or older;
  - e. is experiencing family and domestic violence as defined in paragraph 179; or
  - f. is providing care and support to a member of the Employee's family or household because that person is experiencing family and domestic violence as defined in paragraph 179.
200. A Flexible Working Arrangement includes a change from full-time to part-time work, changes in hours of work, changes in patterns of work and changes in the location of work.
201. The Employee must request the Flexible Working Arrangement in writing and set out details of the change sought and the reasons.
202. Where an Employee on Parental Leave wishes to make a request for Flexible Working Arrangements on return, such a request should be made as soon as possible before the date upon which the Employee is due to return.
203. The Employer must respond in writing within 21 days stating whether the request is granted or refused. Requests can only be refused on the basis of reasonable business grounds.

## **Jury service, Community Service and Disaster/Emergency Leave**

### **Jury Service**

204. A Full-time or Part-time Employee required for jury service during ordinary working hours shall be provided with paid leave for this purpose. Payment during such leave shall be an amount equal to the difference between the amount paid in respect of the Employee's attendance for such jury service and the amount of wage the Employee would have received in respect of the ordinary time they would have worked had they not been on jury service.
205. The Employee shall notify the Employer as soon as practicable of the date(s) they are required to attend for jury service. The Employee shall provide a copy of the summons to attend jury duty and a record of payments received.

### **Community Service Leave**

206. A full or part time employee shall be entitled to be absent from their work for the purposes of carrying out a voluntary emergency activity within the meaning of Section 569 of the Fair Work Act including during a Natural Disaster or Emergency.
207. In order to be eligible for leave to attend Community Service Leave the Employee must comply with the requirements under the Fair Work Act.
208. In the event of a natural disaster or emergency which causes
- (a) The service to temporarily close or be closed by appropriate authorities and
  - (b) Is an insurable event under the current insurance policy and

(c) The employees are unable to attend work.

The Employer may choose to pay Employees at their discretion or permit Employee to access paid leave during the period when the service is closed.

## **Part J - Employment relationship, termination of employment and related matters**

### **Letter of appointment**

207. The Employer shall provide all Full-time and Part-time Employees (including Temporary Employees) with a letter of appointment on engagement stating the Form of Employment, the classification and rate of salary on appointment, the hours of operation of the Centre and the hours and days of attendance.
210. In the case of Teachers, the letter of appointment shall set out the amount of teaching service that has been calculated in accordance with paragraphs 48-49.
211. In the case of a Temporary Employee, a letter of appointment will inform the Employee of the reason why the employment is temporary and the expected length of the employment.

### **Probation**

212. An Employee may be employed subject to a probationary period of not greater than six months during which the Employer will provide regular feedback to the Employee about their performance.
213. Before the termination of employment during a probationary period, the Employer should meet with the Employee to:
- a. clearly identify to the Employee the problems they have with his or her employment;
  - b. clearly outline their expectations as to how the Employee's performance should improve; and
  - c. give the Employee a reasonable time frame to improve his or her behaviour.
214. Where employment is terminated during a probationary period the Employer shall provide notice as set out in paragraphs 215-216.

### **Notice of termination of employment**

215. The employment of a Teacher (other than a casual Teacher) shall not be terminated without at least four term weeks' notice. A Teacher who has at least two years of service and is over the age of 45 shall be entitled to an additional week's notice from the Employer.
216. The employment of a Children's Services Employee or an Administrative Employee shall not be terminated without at least the period of notice specified below:

<b>Period of Continuous Service</b>	<b>Period of Notice</b>
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

A Children's Services Employee or an Administrative Employee who has completed two years of service and is over the age of 45 shall be entitled to an additional week's notice from the Employer.

217. Payment in lieu of notice of termination shall be made if the appropriate notice period is not given by the Employer. An Employer may provide part of the period of notice specified and part payment in lieu.
218. Where a casual engagement is terminated by the Centre, or cancelled less than 24 hours before commencement, the Casual Employee shall be paid an amount that is not less than the applicable minimum engagement provided for in paragraphs 26 and 27, inclusive of any time worked.

### Statement of service

219. Upon termination of employment, the Employer shall provide to each Employee a statement of service setting out the length of service, duties of the Employee, the age of children at the Centre, the positions held and any special and/or additional duties performed by such Employee.
220. In addition,
- a. a Part Time Employee's statement of service shall also set out the normal weekly hours of work throughout the period of employment; and
  - b. a Casual Employee's statement of service shall also set out the number of days worked by the Casual Employee.

### Pro-rata payments to Teachers where employment ceases

221. Paragraph 222 applies only to Teachers and incorporates the NES entitlement with respect to annual leave.
222. A Teacher shall be entitled on termination of employment to a payment calculated in accordance with the following formula:

$$P = \frac{sx}{b} - d$$

Where:

P = payment due.



s = total payments made in respect of term weeks, or part thereof, since the preschool service date (or date of employment in circumstances where a Teacher has been employed by the Pre-School for less than one year).

b = number of term weeks, or part thereof, in the year.

c = number of non-term weeks, or part thereof, in the year.

d = total payments made in respect of non-term weeks, or part thereof, that have occurred since the anniversary of employment (or date of employment in circumstances where a Teacher has been employed by the Preschool for less than one year).

## Consultation about major workplace change

223. If an Employer makes a definite decision to make major changes in production, program, organisation, structure or technology that are likely to have significant effects on Employees, the Employer must:

- a. give notice of the changes to all Employees who may be affected by them and their representatives; and
- b. discuss with affected Employees and their representatives:
  - i. the introduction of the changes; and
  - ii. their likely effect on Employees; and
  - iii. measures to avoid or reduce the adverse effects of the changes on Employees; and
- c. commence those discussions as soon as practicable after a definite decision has been made.

224. In paragraph 223 significant effects on Employees, includes any of the following:

- a. termination of employment;
- b. major changes in the composition, operation or size of the Employer's workforce or in the skills required;
- c. loss of, or reduction in, job or promotion opportunities;
- d. loss of, or reduction in, job tenure;
- e. alteration of hours of work;
- f. the need for Employees to be retrained or transferred to other work or locations; or
- g. job restructuring.

225. For the purposes of the discussion under paragraph 223.b, the Employer must give in writing to the affected Employees and their representatives all relevant information about the changes including:

- a. their nature; and
  - b. their expected effect on Employees; and
  - c. any other matters likely to affect Employees.
226. Paragraph 225 does not require an Employer to disclose confidential information if its disclosure would be contrary to the Employer's interests.
227. The Employer must promptly consider any matters raised by the Employees or their representatives about the changes in the course of the discussion under paragraph 223.b.
228. Where an Employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the Employer shall take reasonable steps to:
- a. 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
  - b. 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.

## Consultation about changes to rosters or hours of work

229. The Employer must consult with any Employees (and their representatives) where an Employer proposes to change the regular roster or ordinary hours of work of an Employee, other than an Employee whose working hours are irregular, sporadic or unpredictable.
230. For the purpose of the consultation, the Employer must:
- a. provide to the Employees and representatives information about the proposed change (for example, information about the nature of the change and when it is to begin); and
  - b. invite the Employees and their representatives to give their views about the impact of the proposed change on them, including any impact on the Employee's family or caring responsibilities.
231. The Employer must consider any views given under paragraph 230.b.

## Redundancy

232. Where an Employee's employment is terminated on the grounds of redundancy, the Employee shall be entitled to the **notice** under paragraphs 215 - 217.
233. During the period of notice of termination given by the Employer an Employee shall be allowed up to one day's **time off without loss of pay** during each week of notice **for the purposes of seeking other employment.**

234. If the **employment of an Employee is terminated (other than for serious and wilful misconduct) before the notice period expires**, the Employee shall be entitled to receive the full severance pay under paragraph 237 as if the Employee remained in employment until the expiry of such notice. In such circumstances, the Employee shall not be entitled to payment in lieu of the remaining notice.
235. The Employer shall, upon request, provide to the Employee an **'Employment Separation Certificate'** in the form required by Centrelink.
236. Where an Employee accepts redeployment to **lower paid duties**, the Employee shall be given the same period of notice that would apply in the case of termination as set out in paragraphs 215 - 217.

## Severance Pay

237. The following provisions apply where Employer employs 15 or more employees prior to the decision to terminate on the grounds of redundancy (pursuant to paragraphs 232-236), the Employer shall pay the following severance pay in respect of the Employee's continuous period of service:

<b>Years of Service</b>	<b>Entitlement Age: Under 45</b>	<b>Entitlement Age: 45 and over</b>
Less than 1 year	Nil	Nil
1 year & less than 2 years	4 weeks	5 weeks
2 years & less than 3 years	7 weeks	8.75 weeks
3 years & less than 4 years	10 weeks	12.5 weeks
4 years & less than 5 years	12 weeks	15 weeks
5 years & less than 6 years	14 weeks	17.5 weeks
6 years and over	16 weeks	20 weeks

238. The following provisions apply where Employer employs less than 15 employees prior to the decision to terminate on the grounds of redundancy (pursuant to paragraphs 232-236), the Employer shall pay the following severance pay in respect of the Employee's continuous period of service:

<b>Years of Service</b>	<b>Entitlement Age: 45 and over</b>
Less than 1 year	Nil
1 year & less than 2 years	4 weeks
2 years & less than 3 years	6 weeks
3 years & less than 4 years	7 weeks
4 years & less than 5 years	8 weeks
5 years & less than 6 years	10 weeks
6 years & less than 7 years	11 weeks
7 years & less than 8 years	13 weeks
8 years & less than 9 years	14 weeks
9 years & less than 10 years	16 weeks

At least 10 years	12 weeks
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239. 'Weeks' means the all purpose weekly rate of pay for the Employee at the date of termination, and shall include, in addition to the ordinary rate of pay, over Agreement payments and allowances provided for in this Agreement.
240. If an Employee would be entitled to an amount of severance pay under paragraph 237, but the Employer:
- a. cannot pay the amount; or
  - b. obtains other acceptable employment for the Employee;

the Employer may make an application to the FWC to pay a lesser amount. Any such application must be made before the termination of the Employee's employment, and shall be determined in accordance with the principles that apply to determinations made under s120 of the Act.

## Part K - Professional development & training

### Professional development, training and planning

241. Teachers and Children's Services 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 Teachers and Children's Services Employees is a joint responsibility of both the Employer and the Employee.
242. The Employer may request Teachers and Children's Services Employees to attend any courses including after hours ; on weekends or non term time relating to professional development, training and planning. The Employee cannot unreasonably refuse to attend such courses. Employees shall be paid to attend such training at the rate of time and half for the first two hours and double time thereafter in accordance with the relevant provision of this Agreement. The cost of such training shall be met by the Employer.
243. An Employee may be required to attend 2 to 3 staff development days in non term time without additional payment. Such staff development days will be considered as part of the Employees normal days of attendance
244. A Teacher is entitled to take up to 10 hours of paid leave per year to attend NESAs recognised training for the purpose of maintaining their teacher accreditation status. The Teacher will provide reasonable notice to the Employer of such attendance. By agreement, the Employer will provide time in lieu for attendance at such training outside of normal working hours.
245. Any dispute in relation to attendance shall be dealt with in accordance with in [Part L - Dispute Settlement Procedure](#).

### First aid, anaphylaxis and asthma training

246. Teachers and Children's Services Employees may be required to obtain and maintain approved first aid, asthma and anaphylaxis training. The cost of such training shall be met by the Employer.
247. Attendance at first aid, asthma and anaphylaxis training shall be considered as of the Employees normal days of attendance.
248. When such training is outside normal days of attendance the Employees will receive time in lieu at ordinary rates for course attendance time or payment in accordance with the relevant provision of this Agreement.
249. Administrative Employees who hold a recognised first aid qualification and are required to administer first aid to children will be paid an allowance as specified in [Table 5](#).
250. Where an Employee is required to perform health procedures such as administering EpiPens, suppositories and drip feeding, the Employer shall ensure the Employee is adequately trained. The cost of such training shall be met by the Employer.

## Non-contact time

251. All Full-time Teachers (and Children's Services Employees who are required to program), will be entitled to receive a minimum of two hours per week of non-contact time to perform programming and planning duties. Part-time Employees shall receive a pro-rata amount of non-contact time. Employees will not be required to supervise children or directed to perform other duties during this time.
252. Teachers appointed as a Director shall receive a minimum of 20 hours per week of non-contact time to perform Director administrative duties. Such time will be in addition to any entitlement under paragraphs 254 and 257.
253. A Teacher or Children's Services Employee appointed as Nominated Supervisor (who is not a Director) shall receive a minimum of two hours per week of non-contact time to perform administrative duties. Such time will be in addition to any entitlement under paragraphs 254 and 257.
254. A Teacher or Children's Services Employee appointed as Educational Leader shall receive a minimum of two hours non-contact time per week. Such time shall be in addition to any entitlement under paragraphs 254 and 257.

## Support for new Teachers

255. It is the responsibility of the individual Level 1 Teacher to achieve accreditation or registration at the level of proficient teacher within the required timeframes. The Employer will support the Level 1 Teacher to obtain accreditation at the proficient teacher standard, which will include reasonable release from ordinary duties for the Level 1 Teacher where operationally practicable.
256. If a Level 1 Teacher has concerns regarding the support being provided by the Employer, they should discuss the matter with the Employer. If the matter remains unresolved, the matter may be dealt with in accordance with in [Part L - Dispute Settlement Procedure](#).

## Part L - Dispute settlement procedure

257. A dispute, including about the interpretation, application or operation of a provision of this Agreement or the National Employment Standards, will be resolved using the procedures set out in this Part.
258. The parties to the dispute must first try to resolve the dispute at the workplace through discussion between the Employee or Employees concerned and the relevant supervisor.
259. If the dispute is not resolved through such discussions, the parties to the dispute must then try to resolve it in a timely manner at the workplace through discussion between the Employee or Employees concerned and more senior levels of management, as appropriate.

260. If the dispute is unable to be resolved at the workplace and all appropriate steps have been taken, either party may refer the dispute to the FWC which shall attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation.
261. If the FWC is unable to resolve the dispute as set out in paragraph 260, the FWC may then, on application of either party, arbitrate the dispute and make a determination that is binding on the parties.
262. A party to the dispute may appoint their Union, a person or other organisation to support and/or represent them in any discussion or process under this dispute settlement procedure.
263. While procedures pursuant to paragraphs 257-261 are being followed in relation to a dispute:
- a. work must continue in accordance with this Agreement and the Act; and
  - b. an Employee must not unreasonably fail to comply with any direction given by the Employer about performing work, whether at the same or another workplace, that is safe and appropriate for the Employee to perform.

## **Part M - Miscellaneous**

### **Union representatives**

264. A Union representative who is an Employee shall be permitted in working hours to meet the Employer to discuss issues affecting union members. Such meetings shall take place at a time and place convenient to both parties.
265. Meetings of Union members who are employed at the Centre may be held on the premises at times and places reasonably convenient to both Union members and the Employer.

### **Anti discrimination**

266. The Employer and its Employees agree to ensure that the workplace is nondiscriminatory and there shall be no discrimination including discrimination based on race, sex, gender, marital status, disability, sexuality or age.

### **Anti bullying**

267. The Employer and its Employees agree to ensure that the workplace is free from bullying.
268. The Fair Work Act 2009 identifies that bullying occurs when a person or a group of people behaves unreasonably and repeatedly towards a worker or a group of workers

while at work, and the behaviour creates a risk to health and safety. Bullying does not include reasonable management action carried out in a reasonable manner.

## Individual flexibility arrangements

269. The Employer and an Employee covered by this agreement may agree to make an individual flexibility arrangement (IFA) to vary the effect of the terms of the agreement relating to any of the following matters in order to meet the genuine needs of both the Employee and the Employer:
- a. Arrangements about when work is performed;
  - b. Overtime rates;
  - c. Penalty rates;
  - d. Allowances;
  - e. Annual Leave loading.
270. The Employer must ensure that the terms of the IFA:
- a. are about permitted matters under s.172 of the Act; and
  - b. are not unlawful terms under s.194 of the Act; and
  - c. result in the employee being better off overall than the employee would be if no arrangement was made.
271. An IFA must be genuinely agreed by the Employer and the Employee without coercion or duress.
272. An IFA may only be made after the Employee has commenced employment with the Employer.
273. Where the Employer wishes to initiate the making of an IFA, they must:
- a. give the Employee a written proposal; and
  - b. if the Employer is aware that the Employee has, or reasonably should be aware that the Employee may have, limited understanding of written English, take reasonable steps (including providing a translation in an appropriate language) to ensure that the Employee understands the proposal.
274. An IFA must do all of the following:
- a. state the names of the Employer and the Employee;
  - b. identify the Agreement term, or Agreement terms, the application of which is to be varied;
  - c. set out how the application of the Agreement term, or each Agreement term, is varied;
  - d. set out how the IFA results in the Employee being better off overall at the time the IFA is made than if the IFA had not been made; and





- e. state the date on which the IFA is to commence operation.
275. An IFA must be in writing and signed by the Employer and the Employee. Where an Employee is under 18 years of age an IFA must also be signed by the Employee's parent or guardian.
276. An IFA must not require the approval or consent of a person other than:
- a. the Employer;
  - b. the Employee; or
  - c. a parent or guardian of an Employee under 18 years of age.
277. The Employer must give the Employee a copy of the IFA within 14 days after it is agreed to and must keep a copy as a time and wages record.
278. An IFA may be terminated:
- a. at any time by written agreement between the Employer and the Employee; or
  - b. by the Employer or Employee giving not more than 28 days written notice to the other party, and the IFA will cease to have effect at the end of the period of notice.


### **Staff Fee Discount**

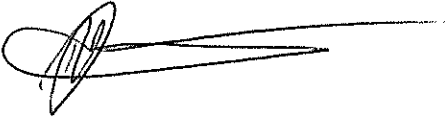
279. (a) Employees will be entitled to a fee discount of 25% of the daily fee charged to parents for children attending the centre on the enrolment of their child for the third day of attendance at the centre
- (b) The employee must provide relevant documentation that they are the principal carer for the child being enrolled.

## Signing page

Executed as an Agreement

<b>Signed for and on behalf Canterbury Community Child Care Centre Inc.</b>	
Signature of Authorised Officer	
Name of Authorised Officer (print)	KRISSY PEREIRA
Address of Centre	50 King St.; Asbury NSW 2193
Office Held	VICE PRESIDENT
<b>In the presence of</b>	
Signature of witness	
Name of Witness (print)	Edwin Hay

<b>Signed for and on behalf of the Independent Education Union of Australia as a bargaining representative for Teachers</b>	
Signature of Representative	
Name of Representative (print)	Carol Matthews 485 - 501 Wattle Street Ultimo NSW 2007
Office Held	NSW/ACT Branch Secretary, IEUA

Address of Representative Officer
485-501 Wattle Street, Ultimo NSW 2007
In the presence of
Signature of witness 
Name of Witness (print) DEBORAH WESTON

## Schedule 1 – Rates of pay and allowances

### Table 1 Teacher Salaries until July 1 2023

	Previous Agreement 1 July 2022 Hourly
<b>Three Year trained</b>	
Step 1	33.74
Step 2	35.47
Step 3	37.32
Step 4	39.02
Step 5	40.79
Step 6	42.76
Step 7	43.85
Step 8	44.91
Step 9	46.71
Step 10	48.57
Step 11	49.88
<b>Four Year Trained</b>	
Step 1	35.88
Step 2	38.11
Step 3	40.24
Step 4	42.62
Step 5	44.83
Step 6	46.71
Step 7	48.57
Step 8	50.67
Step 9	52.70

### Table 2 – Teachers – Salaries from 1 July 2023 expressed in hourly rates

Salaries Payable from the first full pay period on or after						
Classification	1 July 2023 Annual	1 July 2023 Hourly	1 July 2024 Annual	1 July 2024 Hourly	1 July 2025 Annual	1 July 2025 Hourly
Level 1	82522	41.65	85410	43.11	88400	44.61
Level 2	95777	48.34	99129	50.03	102599	51.78
Level 3	103900	52.44	107537	54.27	111301	56.17
Level 4	108061	54.54	111843	56.45	115758	58.42
Level 5	118859	59.99	123019	62.08	127325	64.28

**Table 3 – Children’s Services Employees – Hourly rates of pay**

Classification	Previous Agreement	Hourly rate of pay Payable from the first full pay period on or after		
		1 July 2023 3.5%	1 July 2024 3.5%	1 July 2025 3.5%
<b>Children’s Services Employees Level 1</b>				
Level 1.1	28.29	29.28	30.30	31.37
Level 1.2	28.53	29.53	30.56	31.63
Level 1.3	28.74	29.75	30.79	31.86
Level 1.4	28.97	29.98	31.03	32.12
Level 1.5	29.26	30.28	31.34	32.44
<b>Children’s Services Employees Level 2</b>				
Level 2.1	31.62	32.73	33.87	35.06
Level 2.2	34.84	36.06	37.32	38.63
Level 2.3	36.51	37.79	39.11	40.48
Level 2.4	38.33	39.67	41.06	42.48.

**Table 4 – Administrative Employees – Hourly rates of pay**

Classification	Previous Agreement 1 July 2022	Payable from the first full pay period on or after		
		1 July 2023 3.5%	1 July 2024 3.5%	1 July 2025 3.5%
Level 1	27.85	28.82	29.83	30.88
Level 2	29.75	30.79	31.87	32.98
Level 3	32.47	33.61	34.78	36.00

**Table 5 – Allowances**

Allowance	Previous Agreement	Payable from the first full pay period on or after		
		1 July 2023	1 July 2024	1 July 2025
Directors -	6.59 per hour 13057 per annum	6.82 per hour 13513 per annum	7.06 per hour 13988 per annum	7.31 per hour 14483Per annum
Educational Leader	2.03 per hour 4022 per annum	2.15 per hour 4253 per annum	2.23 per hour 4402 per annum	2.31 per hour 4556 per annum
Travel		96 cents per kilometre	As determined by the Fair Work Commission in the relevant award	As determined by the Fair Work Commission in the relevant award
Meal Allowance - Clerical	14.29	18.23 (under four hours and an additional 14.60 if overtime is	As determined by the Fair Work Commission in	As determined by the Fair Work C+ommission

		excess of four hours.	the relevant award	in the relevant award
Meal Allowance – Child Care Employees & Teachers		14.16	As determined by the Fair Work Commission in the relevant award	As determined by the Fair Work Commission in the relevant award