

2024-2027

**ENTERPRISE
AGREEMENT**
CHILDREN'S SERVICES



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PART A. About this Agreement

1 Title of this Agreement

- 1.1 This agreement shall be known as Communities at Work (Children’s Services) Enterprise Agreement 2024 – 2027 (**Agreement**).

2 Coverage

- 2.1 This Agreement is made under section 172 of the Fair Work Act. In accordance with section 53 of the Fair Work Act, this Agreement covers:
- (a) Communities@Work (ACN 125 799 859) trading as Communities at Work, as employer; and
 - (b) all Employees of Communities at Work that work in the Children’s Services program and whose position is covered by the classifications set out in the Classifications clauses of Appendix A and Appendix B of this Agreement, other than:
 - (i) the Chief Executive Officer;
 - (ii) Director Children’s Services; and
 - (iii) any Employee who is above the High-Income Threshold, as defined in the Fair Work Act.

3 Commencement and duration

- 3.1 This Agreement commences on the date that is the later of:
- (a) 1 July 2024; or
 - (b) seven days after it has been approved by the Fair Work Commission,
- being the “**Commencement Date**”.
- 3.2 The nominal date of expiry of this Agreement is three years after the Commencement Date (**Nominal Expiry Date**).

4 Agreement Structure

- 4.1 PART A through to PART I and Appendix C of this Agreement apply to all Employees, and:
- (a) Appendix A sets out specific provisions which apply only to Children’s Services Employees; and
 - (b) Appendix B sets out specific provisions which apply only to Early Childhood Teachers.

- 4.2 Unless otherwise specified in this Agreement, to the extent of any inconsistency, the provisions of Appendix A and Appendix B will take precedence over PART A through to PART I and Appendix C of this Agreement.

PART B. Types of Employees

5 Types of employment

- 5.1 Employees of Communities at Work are employed in one of the following categories:
- (a) Full Time Employees;
 - (b) Part Time Employees;
 - (c) Fixed Term Employees; or
 - (d) Casual Employees.
- 5.2 At the time of engagement Communities at Work will inform each Employee of the terms of their engagement, including which category of employment they are engaged under.
- 5.3 Communities at Work will not engage Employees, or require Employees to work, in a manner that would entitle them to be defined as a Shiftworker for the purposes of the National Employment Standards but will apply the shiftwork provisions of the relevant Modern Award if applicable.

6 Allocation of duties

- 6.1 Communities at Work may require an Employee to carry out any reasonable duties the Employee is capable of performing, subject to any restrictions set out in this Agreement and the payment of higher duties allowance where required by this Agreement.
- 6.2 Where an Employee is required to undertake lower level duties for a period of time, other than where this is an agreed transfer to a lower level position, the Employee will continue to be paid at the higher level.

7 Full Time Employees

- 7.1 A Full Time Employee is an Employee who is engaged on a permanent basis to work an expected average of 76 hours per fortnight.

8 Part Time Employees

- 8.1 A Part Time Employee, other than a Part Time Early Childhood Teacher, is an Employee who:

- (a) is engaged on a permanent basis to work less than an average of 76 hours per fortnight; and
 - (b) has reasonably predictable expected hours of work.
- 8.2 Unless otherwise specified in this Agreement, remuneration and other conditions for Part Time Employees, including leave, will be calculated pro rata to the number of hours the Employee works, excluding allowances of a reimbursement nature.
- 8.3 The details of a Part Time Employee's Ordinary Hours will be specified in writing and include:
 - (a) the expected hours to be worked each day;
 - (b) the days of the week the Employee will be required to work the expected hours; and
 - (c) the actual starting and finishing times each day, which may include different expected hours for specified periods.
- 8.4 Communities at Work and a Part Time Employee may mutually agree in writing to vary the Ordinary Hours of a Part Time Employee from time to time.

9 Fixed Term Employees

- 9.1 A Fixed Term Employee is an Employee who is engaged for a specified time, or to complete a specified task, on either a full time or part time basis, as informed by Communities at Work at the time of their engagement.

10 Casual Employees

- 10.1 A Casual Employee is an Employee who is engaged as a casual employee in accordance with section 15A of the Fair Work Act.
- 10.2 A Casual Employee may be entitled to convert to permanent employment in accordance with the Fair Work Act, but otherwise will remain a Casual Employee.

11 Apprentices and Trainees

- 11.1 Communities at Work may engage a person as an Apprentice or Trainee as a Fixed Term Employee for the duration of that engagement. Such engagement must comply with the relevant legislation and regulations, and the:

- (a) Base Rate of Pay must be at least one percent higher than the rate of pay applicable under the relevant Modern Award; and
 - (b) conditions will be in accordance with this Agreement except where this is inconsistent with the requirements of the relevant State or Territory training authority.
- 11.2 Communities at Work, at its sole discretion, may offer a position as a Full Time Employee or Part Time Employee on successful completion of the engagement.

PART C. Remuneration

12 Pay rates

- 12.1 The Base Rate of Pay for Employees from commencement of this Agreement is included in the applicable section of the Pay Rate clauses at Appendix A and Appendix B of this Agreement. Where there is any inconsistency between the provisions of this Part and the Pay Rate clauses at Appendix A and Appendix B, the provisions of this Part will prevail.
- 12.2 All new Employees are assigned to the lowest pay point of the relevant classification level on commencement, unless negotiated otherwise due to skills and experience or otherwise provided by this Agreement.
- 12.3 All Employees employed by Communities at Work at the Commencement Date will be:
- (a) classified in accordance with the classifications part of the Appendix applicable to their position;
 - (b) paid the higher of:
 - (i) the Base Rate of Pay they received immediately prior to the Commencement Date; or
 - (ii) the Base Rate of Pay payable under this Agreement, as increased from time to time (**Agreement Rate**); and
 - (c) where Employees are paid a higher amount immediately prior to the Commencement Date they will:
 - (i) continue to progress through the pay points within their classification, as set out in the applicable Appendix; and
 - (ii) only be entitled to salary increases under clause 15 once they are paid the Agreement Rate.
- 12.4 The Base Rate of Pay for:

- (a) Full Time Employees, including full time Fixed Term Employees, is the relevant Full Time Annual Salary set out in the Pay Rate clauses and calculated as per clause 14.2;
- (b) Part Time Employees, including part time Fixed Term Employees, is determined as a pro rata rate of the relevant Full Time Annual Salary set out in the Pay Rate clauses; and
- (c) Casual Employees is the relevant Base Hourly Rate set out in the Pay Rate clauses, plus casual loading.

12.5 Employees may seek a review of their classification by making a written request to their supervisor.

13 Casual Loading

13.1 Casual Employees will receive a loading of 25 percent but do not receive:

- (a) all forms of paid leave (other than long service leave and family and domestic violence leave); and
- (b) payment for public holidays on which the Casual Employee is not required to work.

14 Method of payment

14.1 Employees will be paid fortnightly in arrears into a financial institution account nominated by the Employee.

14.2 Unless otherwise specified in this Agreement, where an Employee’s Base Rate of Pay is set out as an annual figure, the following formula will be used to determine the fortnightly rate of pay:

$$\text{Fortnightly pay} = \text{Annual Salary} / 26.07$$

15 Salary increases

15.1 All Employees, excluding Apprentices and Trainees, will receive a pay increase to their Base Rate of Pay in accordance with the following table:

Increase	Applied from
Equivalent to the increase in the March 2024 quarter Australian Capital Territory Wage Price Index (total hourly rates of	The first full pay period ending on or after 1 July 2024.

pay excluding bonuses) since the previous corresponding quarter.	
Equivalent to the increase in the March 2025 quarter Australian Capital Territory Wage Price Index (total hourly rates of pay excluding bonuses) since the previous corresponding quarter.	The first full pay period ending on or after 1 July 2025.
Equivalent to the increase in the March 2026 quarter Australian Capital Territory Wage Price Index (total hourly rates of pay excluding bonuses) since the previous corresponding quarter.	The first full pay period ending on or after 1 July 2026.

- 15.2 If a decision of the Fair Work Commission to increase Modern Award wages, or similar determination (**Wage Decisions**), results in the equivalent Base Rates of Pay in the relevant Modern Award being higher than in this Agreement, the Employees will be paid that higher Base Rate of Pay.
- 15.3 For the avoidance of doubt, Employees are not entitled to both the increases in clause 15.1 and increases in Wage Decisions.
- 15.4 In the event that payments, subsidies or financing, howsoever described, are made available by a Commonwealth or State government entity to fund a wage or salary increase in the Early Childhood Education and Care sector or the Children’s Services and Early Childhood Education Industry, or to a smaller or different subset of employers or employees of which the Employer or its Employees are member/s (**Impacted Employees**) the Employer will consider accept the payments, subsidies or financing. The Employer may only reject the payments, funding, subsidies, or financing if the Employer or its employees are not eligible, or if the payments, funding, subsidies, or financing will have a negative financial impact for the organisation in the context of the entirety of its financial and business circumstances at the time the funding is made available.
- 15.5 If the Employer accepts the funding described in clause 15.4 it will:
- (a) pay its Employees in full any increase to wages or salaries which are funded by those payments, subsidies or financing, howsoever described; and
 - (b) for the avoidance of doubt, if funding described in clause 15.4 is accepted:

- (i) the Employer will make payment described in clause 15(a) to increase Impacted Employees Base Rate of Pay to align with the funded salary increase;
- (ii) Impacted Employees will continue to be paid allowances and other entitlements in accordance with this Agreement, but their Base Rate of Pay will be replaced by the higher rate of pay that is prescribed by and funded by the increased funding; and
- (iii) Impacted Employees will receive pay increases linked to any funding arrangement, in place of the pay increases set out in clause 15.1.

16 Superannuation

- 16.1 Communities at Work will make superannuation contributions to the Employee's nominated superannuation fund at a rate of the current *Superannuation Guarantee (Administration) Act 1992 (Cth)*, or other applicable legislation in place at any particular time.
- 16.2 Where an Employee does not nominate a superannuation fund and the Australian Taxation Office does not have a superannuation fund linked to them individually (**Stapled**), Communities at Work will make super contributions to the Communities at Work default fund, HESTA Superannuation Fund, which complies with applicable legislation and regulations.

17 Recovery of Overpayments

- 17.1 Where an Employee has been overpaid Communities at Work are entitled to recover the overpayment in full.
- 17.2 Communities at Work will advise the Employee as soon as reasonably practicable after becoming aware of an overpayment, both the circumstances surrounding the overpayment and the amount involved.
- 17.3 Communities at Work will propose a reasonable method, period, and rate, of recovering the overpayment, which may include deduction from wages subject to the Employee's consent.
- 17.4 The recovery method, period, and rate must be agreed taking into consideration any financial hardship imposed on the Employee. The Employee must not unreasonably withhold agreement.
- 17.5 Any amounts owed by an Employee at the date of termination of their employment will become due and payable as a debt on the date of

termination, and the Employee must provide written authorisation to Communities at Work to deduct the amount from any outstanding wages owed to the Employee.

18 Salary Packaging

- 18.1 Employees may by written notice to Communities at Work elect to have part of their wage packaged in accordance with the relevant taxation legislation including any Australian Taxation Office rulings.
- 18.2 Salary packaging is voluntary, and Employees are encouraged to seek independent financial advice before entering into any such arrangement.
- 18.3 Salary packaging arrangements will cease upon the Employee's termination date.
- 18.4 Salary packaging arrangements can be terminated by the Employee notifying the salary packaging provider.
- 18.5 Any fees, fringe benefits tax, administration fees or similar costs incurred as a result of the salary packing arrangement will remain the liability of the Employee.
- 18.6 The Employee's salary for all purposes, including calculation of entitlements, superannuation, redundancy and termination, will be determined as if no salary packaging arrangements exist.
- 18.7 In the event that there is a change to the law governing taxation, or the Australian Taxation Office makes a ruling, which makes the intent of this clause ineffective, or incurs additional costs to Communities at Work, the parties may initiate negotiations to review this clause.

PART D. Working Arrangements

19 Probationary Period

- 19.1 All Full Time and Part Time Employees will be subject to a probationary period of six months from commencement to allow Communities at Work to assess an Employee's performance, productivity, work ethic, attitude, compliance with policies and procedures and overall suitability for the position.
- 19.2 At the end of the probationary period Employees will, subject to satisfactory performance, have their continuing employment confirmed in writing by Communities at Work.

- 19.3 Notwithstanding any other term of this Agreement, during the probationary period either party may terminate employment for any reason by giving one weeks' notice in writing.
- 19.4 Communities at Work may terminate an Employee during their probationary period for serious misconduct, without notice or payment in lieu, in accordance with the Fair Work Act.

20 Ordinary Hours

- 20.1 The span of hours within which Ordinary Hours may be worked are Monday to Friday between 6.00am to 8.00pm.
- 20.2 Unless otherwise specified in this Agreement, Ordinary Hours will not exceed 10 hours in a single day unless mutually agreed to by the Employee and the Employer due to extraordinary circumstances.
- 20.3 Communities at Work will endeavour not to require an Employee to commence work before at least a 10 hour break after the end of the previous shift, where reasonable.

21 Remote Work Minimum Engagement

- 21.1 Where an Employee is required to participate remotely in a work meeting or training session outside of their normal working times, the minimum engagement will be one hour.

22 Rosters

- 22.1 Employees engaged to work in accordance with a roster will have access to the roster at least one week in advance.
- 22.2 Communities at Work may make reasonable changes to a roster to enable the service of the Employer to be carried on and meet compliance requirements where an Employee is absent from duty on account of illness, or in an emergency.

23 Penalty Rates

- 23.1 Penalty rates apply for scheduled work in accordance with the following table:

Work Time	Percentage of Base Rate of Pay
Public Holiday	Full Time or Part Time Employees 250%
	Casual Employees 275% (includes casual loading)

Between midnight Friday and midnight Saturday	Full Time or Part Time Employees 150%
	Casual Employees 175% (includes casual loading)
Between midnight Saturday and midnight Sunday	Full Time or Part Time Employees 200%
	Casual Employees 225% (includes causal loading)

23.2 The above penalty rates are in substitution for, and not cumulative with, shift penalties provided in this Agreement and are not applicable to overtime hours worked on a Saturday or a Sunday.

24 Overtime

24.1 Unless otherwise specified in this Agreement an Employee will be deemed to have worked overtime, where the Employee is directed by Communities at Work to work:

- (a) more than 10 hours on any one day;
- (b) more than 76 hours in a fortnight;
- (c) outside of the span of Ordinary Hours set out in the Appendices;
or
- (d) before at least a 10-hour break after the end of the Employee's previous shift, excluding Broken Shifts,

but only when Communities at Work has approved such overtime prior to its commencement.

24.2 Overtime rates apply in accordance with the following table:

Overtime	Percentage of Base Rate of Pay
First two hours of overtime Monday to Saturday	Full Time or Part Time Employees 150%
	Casual Employees 175% (includes causal loading)
After two hours of overtime Monday to Saturday	Full Time or Part Time Employees 200%
	Casual Employees 225% (includes causal loading)
All Sunday overtime	Full Time or Part Time Employees 200%
	Casual Employees 225% (includes causal loading)
	Full Time or Part Time Employees 250%

All Public Holiday overtime	Casual Employees 275% (includes causal loading)
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24.3 The above overtime rates are payable in substitution for, and not cumulative, with the penalty rates provided for in clause 23. Employees will be paid either penalty rates, or overtime rates, whichever will be more beneficial to the Employee.

25 Higher Level Duties

25.1 Where an Out of School Hours Care (OSHC) Employee working in service, is required to perform a higher level role for one and half hours or more, where the person ordinarily in the higher level role is not contactable, the Employee will be paid at the higher level rate.

25.2 Where an Early Childhood Education and Care (ECEC) Employee working in a service is required to perform a higher level role for two hours or more, where the person ordinarily in the higher level role is not contactable, the Employee will be paid at the higher level rate.

25.3 Unless otherwise specified in this Agreement where any other Employee is required to perform a higher level role for two consecutive work days or more, the Employee will be paid at the higher level rate.

25.4 To be eligible for the higher duties payment, the Employee needs to be doing all or some of the tasks at a level that would typically be associated with the higher position.

25.5 In cases where the Employee is only some of the duties typically associated with the higher level, a percentage of the higher level rate will be paid, determined by their manager.

26 Banking Hours

26.1 Unless an Employee requests otherwise, instead of being paid, overtime hours will be banked for later use by the Employee as time off, on an hour to hour basis (**Banked Hours**).

26.2 Banked Hours must not exceed 38 hours. If an Employees has 38 Banked Hours:

- (a) further overtime cannot be banked and will be paid at the applicable overtime rates; and
- (b) Communities at Work may at its discretion elect to pay out an amount of Banked Hours at the applicable overtime rates, or

direct the Employee to take the Banked Hours as time off to reduce the accrued Banked Hours.

- 26.3 Banked Hours may be taken as time off:
- (a) within three months of being accrued; and
 - (b) at a time that is mutually agreed between Communities at Work and the Employee.
- 26.4 Banked Hours may be paid out at the applicable overtime rate, if:
- (a) time off it is not taken in within three months (unless an extension is mutually agreed in writing); or
 - (b) the Employee's employment ends for any reason before the Banked Hours have been taken.
- 26.5 With the agreement of Communities at Work, an Employee may elect to work additional hours to accrue Banked Hours on an hour to hour basis, provided:
- (a) the additional hours meet operational requirements; and
 - (b) the Employee maintains an average of 38 hours per week of work averaged over a period of 12 months.

27 Recall to Duty

- 27.1 Unless otherwise specified in this Agreement, Employees recalled to work after completing their Ordinary Hours will receive a minimum of two hours as Banked Hours in accordance with clause 26, or will be paid at the appropriate overtime rate.
- 27.2 For the avoidance of doubt:
- (a) an Employee is only considered to be recalled to duty if they are required to return to a Communities at Work workplace or log in to Communities at Work's systems to perform work of greater than 30 minutes duration; and
 - (b) Employees are not considered to be recalled to duty if the only action they perform is receiving a phone call or other electronic communication channel message.

PART E. Entitlements and Allowances

28 General Allowances

- 28.1 Unless otherwise specified in this Agreement, Employees are entitled to the allowances set out in the following table:

Allowance	Benefit
Meal Allowances	
Required to work more than one hour after their Ordinary Hours and can't reasonably return home during meal break.	A meal at no cost, or \$15.20 meal allowance.
Required to work more than four hours after their Ordinary Hours and can't reasonably return home during meal break.	A second meal at no cost, or another \$15.20 meal allowance.
General Allowances	
Motor Vehicle Allowance - Use of personal vehicle is directed or agreed by Communities at Work.	ATO cents per kilometre rate as increased from time to time
Travel Allowance - Required to travel over night for work purposes.	Reasonable accommodation for provided meals and incidentals costs, on provision of receipts, reimbursed up to the amounts set by the Australian Taxation Office as reasonable amounts for meals and incidentals.
Uniform Supply - Directed to wear uniform	An adequate number of uniforms appropriate to their position supplied free of cost, but remains property of Communities at Work.
Work Related Equipment Supply - Directed to use specific equipment	Supplied free of cost, but remains property of Communities at Work.
Laundry Allowance	Employees directed by Communities at Work to wear a uniform will receive a laundry allowance of \$1.90 per day up to a maximum of \$9.49 per week, pro rata for Part Time and Casual Employees.

28.2 The operation of the allowances above is subject to the applicable Communities at Work policies, if any, which may address matters such as evidence required and other conditions of the allowance.

29 Rest Breaks

29.1 Unless otherwise specified in this Agreement Employees are entitled to the rest breaks set out in the following table:

Rest Breaks	
Required to work four consecutive hours.	One paid rest break of 15 minutes.
Required to work five consecutive hours.	One unpaid meal break of 30 to 60 minutes.
Required to work seven consecutive hours, excluding unpaid breaks.	A second paid rest break of 15 minutes.
Directed to remain at the workplace work during the unpaid meal break.	Unpaid meal break replaced by paid meal break of 20 to 30 minutes counted as time worked.

30 Leadership Allowance

30.1 The following additional leadership allowance will be paid to Employees, for each hour worked in the specified Leadership Position:

Leadership Allowance Level	Payment per Hour	Children's Services Leadership Position
CSLA1	\$4.54	<ul style="list-style-type: none"> • Centre Manager • Children's Services Senior Manager • FDC Manager • OSHC Senior Manager
CSLA2	\$2.52	<ul style="list-style-type: none"> • Assistant Manager • Educational Leader • Early Childhood Teacher • OSHC Educational Leader • FDC Educational Leader • FDC Coordinator

Leadership Allowance Level	Payment per Hour	Children's Services Leadership Position
		<ul style="list-style-type: none"> Inclusion Support Officer
CSLA3	\$1.51	<ul style="list-style-type: none"> Room Leader Team Leader OSHC Senior Program Coordinator OSHC Program Coordinator

31 Skills and Qualifications Allowance

- 31.1 The CEO may, in their full discretion, determine that based on an Employee's skills, qualifications or experience and considering comparative market rates and other relevant matters, that an Employee will be paid a Skills and Qualifications Allowance in addition to their Base Rate of Pay.
- 31.2 Employees will be advised of any Skills and Qualifications Allowance in writing.
- 31.3 The CEO may determine that the Employee will no longer receive the Skills and Qualifications Allowance, in which case the Employee will be provided with 14 days written notice.

PART F. Leave

32 General Provisions

- 32.1 Employees will retain all accrued leave entitlements that were held before the Commencement Date.
- 32.2 All deductions of leave will be based on the number of hours the Employee is absent from work.
- 32.3 Where an Employee takes leave of any kind:
- for which they are entitled to be paid, the Employee will be paid their Base Rate of Pay during the period of leave; and
 - for which they are not entitled to be paid, the Employee will not be paid during the period of leave.
- 32.4 Where an Employee is absent and fails to comply with their obligations this PART F, other than because of circumstances beyond the Employee's control, the absence may:
- be treated as unauthorised;
 - result in the Employee not being paid; and

(c) not count towards the Employee's service.

33 Leave

33.1 Employees are entitled to leave in accordance with the following table:

Leave Type	Benefit
Annual leave	155.8 hours (20.5 days) of paid annual leave for each year of service with Communities at Work, (20 days as per the NES and Fair Work Act plus 0.5 of a day additional), accrued progressively excluding for unauthorised or unpaid absences, and pro rata for Part Time Employees. Excludes Casual Employees.
Personal leave	110.2 hours (14.5 days) paid personal (sick or carers) leave for each year of service with Communities at Work (10 days of paid personal leave, as per the NES, plus 4.5 additional days), all accrued progressively excluding for unauthorised or unpaid absences, and pro rata for Part Time Employees. Excludes Casual Employees.
Unpaid Carer's Leave	As per the NES and Fair Work Act, 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 a personal illness, personal injury, or unexpected emergency affecting the member.
Holiday shut down leave	3 days of additional paid leave for Full Time and Part Time Employees to be taken on days during the Christmas and New Year Period, determined by Communities at Work each year. Does not accrue year to year. Excludes Casual Employees.

Leave Type	Benefit
Long service leave	<p>4.33 weeks leave after 5 years continuous service in the industry, and progressively accrues 0.8667 weeks leave for each completed year of service following the first 5 years, as per the NES, Fair Work Act, and the <u>Long Service Leave (Portable Schemes) Act 2009</u>.</p> <p>Long Service Leave must be taken in minimum 2 week blocks including weekends and public holidays</p>
Ceremonial leave	<p>Aboriginal or Torres Strait Islander Employees are entitled to up to 10 days unpaid leave per calendar year for ceremonial purposes:</p> <ul style="list-style-type: none"> (a) connected with the death of a member of the immediate family or extended family; or (b) for other ceremonial obligations under Aboriginal or Torres Strait Islander lore (law). <p>Ceremonial leave is in addition to leave granted under compassionate leave provisions and no Employee will have any other entitlement reduced because they choose to take Ceremonial Leave.</p> <p>Ceremonial leave will count as continuous service for all purposes.</p>

Leave Type	Benefit
Community service leave	<p>An employee is entitled to take unpaid community service leave while they are engaged in an Eligible Community Service Activity and for reasonable travel and rest time. Jury duty is paid 'make-up pay' for the first 10 days.</p> <p>There is no limit on the amount of community service leave an employee can take.</p> <p>Community Service Leave activities:</p> <ul style="list-style-type: none"> • voluntary emergency management activities • jury duty. <p>As per the NES and Fair Work Act.</p>
Parental leave - Communities at Work paid.	<ul style="list-style-type: none"> • 12 weeks paid leave for primary carer; and • 2 weeks paid leave for secondary carer. <p>Subject to completion of 12 months continuous service. Excludes Casual Employees.</p>
Parental leave - unpaid	<p>Up to 12 months unpaid (as per the NES, Paid Parental Leave Act 2010 and Fair Work Act), with the option to request a further 12 months unpaid, subject to the operational requirements of Communities at Work.</p>
Paid Parental Leave (PPL) – Government paid.	<p>As per Services Australia's paid parental leave provisions.</p>
Compassionate leave	<p>3 days of paid leave (2 days of paid leave as per the NES and Fair Work Act, plus 1 additional day paid leave), for each occasion when:</p> <ol style="list-style-type: none"> (a) a member of the Employee's Immediate Family or Household contracts or develops a personal illness, or sustains a personal injury, that poses a serious threat to their life; (b) a member of the Employee's Immediate Family or Household dies;

Leave Type	Benefit
	(c) a child is stillborn, where the child would have been a member of the Employee's Immediate Family or Household if the child had been born alive; or (d) the Employee, or the Employee's current spouse or de facto partner, has a miscarriage. Does not accrue year to year
Miscarriage/Still born leave	Up to 12 months unpaid (as per the NES, Paid Parental Leave Act 2010 and Fair Work Act), plus 2 weeks paid leave for the pregnant person where a miscarriage or still birth occurs any time after the end of week 12 of the pregnancy.
Infectious disease leave	May be granted in addition to personal leave where an Employee is unable to attend work due to restrictions imposed by law as a result of the Employee suffering from particular infectious disease notifiable to the relevant Public Health authority.
Family and domestic violence leave	10 days of paid leave in a 12 month period, as per the NES and Fair Work Act. Does not accrue year to year.
Job search	Where an employee has been given notice of: <ul style="list-style-type: none"> • termination, one day off for the purpose of seeking other employment; or • redundancy, one day off for each week of the notice period.

33.2 Where an Employee is given notice of termination on the grounds of redundancy, the Employee is entitled to up to one day paid leave for each week of the notice period for the purpose of seeking alternative employment, subject to provision of evidence of job search activities if reasonably requested by Communities at Work.

33.3 The taking of leave above is subject to the applicable Communities at Work policies (if any) which may address matters such as evidence

required and other conditions of taking leave, its accrual, and its treatment on termination of employment (subject always to the NES).

33.4 Regardless of any leave policy in place or not in place:

- (a) all leave is subject to approval by Communities at Work, who may request any evidence it reasonably requires to satisfy itself the conditions of taking the leave have been met; and
- (b) Employees must provide reasonable notice prior to taking leave, or if that is not possible for unplanned personal leave, notify their supervisor of their absence and intention to apply for personal leave before the Employee's scheduled commencement time, or as soon as possible.

34 Specific Annual Leave Provisions

34.1 Where an Employee has an annual leave balance in excess of eight (8) weeks for Full Time Employees or pro rata for Part Time Employees, Communities at Work may require the Employee to take a period of annual leave:

- (a) sufficient to reduce the Full Time Employee's annual leave balance to six (6) weeks or an equivalent pro rata amount for Part Time Employees; and
- (b) after consultation and at a time mutually agreed where possible, but at Communities at Work's final determination as long as the Employee is given at least six (6) weeks' notice.

34.2 Where a Communities at Work workplace, or part of a workplace, shuts down for a period of time, Employees working in that workplace or part of that workplace may be required to take annual leave, or, if these entitlements have been exhausted, unpaid leave for the duration of the shutdown.

34.3 Full Time and Part Time Employees, including Fixed Term Employees may cash out up to two weeks' annual leave in any calendar year (pro rata for Part Time Employees), by agreement in writing with Communities at Work, provided the Employee has at least four weeks' annual leave remaining after the annual leave is cashed out.

34.4 Any period of cashed out annual leave will be paid to the Employee at their Base Rate of Pay.

35 Public Holidays

- 35.1 Employees are entitled to be absent for the public holidays declared, including as substituted under the Fair Work Act, in the State/Territory where the Employee primarily works.
- 35.2 Employees, other than Casual Employees, who are absent from work due to a public holiday but would have otherwise worked on that day or part day, will be paid their Base Rate of Pay for their ordinary hours of work on that day.
- 35.3 In accordance with the NES and Fair Work Act, Communities at Work may request an Employee to work on a public holiday if the request is reasonable.

36 Unauthorised absences and abandonment

- 36.1 Where an Employee is absent from duty without approval and without reasonable cause (for example, due to unforeseeable, exceptional or emergency circumstances of the Employee):
- (a) the absence will be without pay and will not count as service for any purpose;
 - (b) it will be regarded as a breach of the Code of Conduct and may result in disciplinary action; and
 - (c) all other benefits provided under this Agreement will cease to be available to the Employee until the Employee resumes duty or is granted leave.
- 36.2 If the absence continues for more than three (3) consecutive working days or three (3) consecutive rostered days, without approval and without reasonable cause, the Employee will be considered to have abandoned their employment which may result in immediate termination of their employment in accordance with clause 39.

PART G. Redundancy & Termination of Employment

37 Application

- 37.1 This PART G does not apply to Casual Employees or Employees during their probationary period, being the first six months of continuous employment.

38 Redundancy

- 38.1 Employees are eligible for redundancy payments as set out in the following table at the Employee's Base Rate of Pay for their ordinary hours of work, in accordance with the NES and the Fair Work Act:

Employee's period of continuous service with Communities at Work on termination	Redundancy pay period
At least 1 year but less than 2 years	4 weeks
At least 2 years but less than 3 years	6 weeks
At least 3 years but less than 4 years	7 weeks
At least 4 years but less than 5 years	8 weeks
At least 5 years but less than 6 years	10 weeks
At least 6 years but less than 7 years	11 weeks
At least 7 years but less than 8 years	13 weeks
At least 8 years but less than 9 years	14 weeks
At least 9 years but less than 10 years	16 weeks
At least 10 years	12 weeks

- 38.2 A reference in this section to continuous service with Communities at Work does not include periods of employment as a Casual Employee of Communities at Work.
- 38.3 Communities at Work must give an Employee notice of redundancy in accordance with clause 40.
- 38.4 Communities at Work may elect to pay an Employee in lieu of all or part of redundancy notice given.
- 38.5 Where an Employee elects to finish their employment before the end of any notice period given, the Employee will not be paid for the part of the notice period that was not worked, but their redundancy payments and other termination payments will be calculated as though the Employee worked for the entire notice period.
- 38.6 If, due to redundancy, an Employee accepts redeployment to a lower paid role, the Employee will continue to receive the higher Base Rate of Pay and all conditions, until the end of the notice period they would have been provided if made redundant.
- 38.7 Where there is a transfer of employment to a new employer an Employee is not entitled to redundancy pay in relation to the termination of their employment if the Employee rejects an offer of employment by the other employer (the second employer) that:
- (a) is on terms substantially similar to, and, considered on an overall basis, no less favourable than, the Employee's terms and

conditions of employment with Communities at Work immediately before the termination; and

(b) recognises the Employee's service with Communities at Work, and had the Employee accepted the offer, there would have been a transfer of employment in relation to the Employee, subject to any order by the Fair Work Commission to pay the Employee redundancy pay where it is satisfied that the Employee was treated unfairly.

39 Termination for serious misconduct

39.1 Nothing in this Agreement prevents Communities at Work from terminating the employment of an Employee for serious misconduct, without notice or payment in lieu, in accordance with the Fair Work Act.

40 Notice of Termination

40.1 Clause 40 does not apply to Fixed Term Employees engaged for a specified time, or to complete a specified task, when their employment ceases at the end of such specified period or specified task or Early Childhood Teacher.

40.2 Unless otherwise specified in this Agreement, or an Appendix, Communities at Work will provide the following notice of termination, in accordance with the NES and Fair Work Act:

Employee's period of continuous service with Communities at Work at the end of the day the notice is given	Period of notice
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

plus 1 additional week if the Employee is over 45 years old and has completed at least 2 years of continuous service at the end of the day the notice is given.

40.3 A reference in this section to continuous service with Communities at Work does not include periods of employment as a Casual Employee of Communities at Work.

40.4 Communities at Work may pay the Employee in lieu of all or part of the notice period.

- 40.5 Employees (excluding Casual Employees) are required to provide the same notice of resignation as they would be entitled to receive under clause 40.2 or the applicable Appendix, other than the additional week for Employees who are over 45 years of age.
- 40.6 If an employee fails to give the required notice, Communities at Work have the right to withhold, from the Employee's unpaid wages, an amount up to the Employee's Base Rate of Pay for the required period of one week.
- 40.7 When an Employee's employment is terminated by either party, wages and all entitlements due to the Employee will be paid to the Employee no later than the next normal pay cycle.

PART H. Flexibility, Consultation, and Disputes Model Clauses

41 Flexibility Term

- 41.1 For the avoidance of doubt, individual flexibility arrangements in this clause 41, are subject to agreement by, and operational requirements of, Communities at Work.
- 41.2 Communities at Work and an Employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of this Agreement if:
 - (a) the flexibility agreement deals with one or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) overtime rates;
 - (iii) penalty rates;
 - (iv) allowances; or
 - (v) leave loading;
 - (vi) the arrangement meets the genuine needs of the employer and employee in relation to one or more of the matters mentioned in clause 41.1(a); and
 - (b) the arrangement is genuinely agreed to by Communities at Work and the Employee.
- 41.3 Communities at Work must ensure that the terms of the individual flexibility arrangement:

- (a) are about permitted matters under section 172 of the Fair Work Act;
 - (b) are not unlawful terms under section 194 of the Fair Work Act; and
 - (c) result in the Employee being better off overall than the Employee would be if no arrangement was made.
- 41.4 Communities at Work must ensure that the individual flexibility arrangement:
- (a) is in writing;
 - (b) includes the name of Communities at Work and the Employee;
 - (c) is signed by an approved director of Communities at Work and the Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; includes details of:
 - (i) the terms of this Agreement that will be varied by the arrangement;
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - (iv) states the day on which the arrangement commences.
- 41.5 Communities at Work must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 41.6 Communities at Work or the Employee may terminate the individual flexibility arrangement:
- (a) by giving no more than 28 days written notice to the other party to the arrangement; or
 - (b) if Communities at Work and the Employee agree in writing at any time.

42 Consultation

General Terms

- 42.1 In this clause 41:
- (a) a **“Major Change”** means a change that is likely to have a significant effect on Employees if it results in:
 - (i) the termination of the employment of one or more Employees;

- (ii) significant change to the composition, operation or size of Communities at Work's workforce or to the skills required of Employees;
 - (iii) the elimination or diminution of job opportunities (including opportunities for promotion or tenure);
 - (iv) the alteration of hours of work;
 - (v) the need to retrain Employees;
 - (vi) the need to relocate Employees to another workplace; or
 - (vii) the restructuring of jobs; and
- (b) **"Relevant Employees"** means the Employees who may be affected by a change referred to in clause 42.3 on clause 42.7 as applicable.

- 42.2 If this clause 41 applies Communities at Work must recognise a representative if a Relevant Employee or Relevant Employees:
- (a) appoint, a representative for the purposes of consultation; and
 - (b) advise Communities at Work of the identity of the representative.

Major Change

- 42.3 Where Communities at Work have made a definite decision to introduce a Major Change, which is not otherwise provided for in this Agreement:
- (a) Communities at Work must notify the Relevant Employees of the decision; and
 - (b) clauses 42.3 to 42.6 apply.
- 42.4 As soon as practicable after making its decision, Communities at Work must:
- (a) discuss with the Relevant Employees:
 - (b) the introduction of the Major Change;
 - (c) the effect the change is likely to have on the Employees; and
 - (d) measures Communities at Work is taking to avert or mitigate the adverse effect of the change on the Employees; and
 - (e) for the purposes of the discussion—provide, in writing, to the Relevant Employees:
 - (i) all relevant information about the change including the nature of the change proposed;
 - (ii) information about the expected effects of the change on the Employees; and
 - (iii) any other matters likely to affect the Employees; and

- (f) invite the Relevant Employees to give their views about the impact of the Major Change (including any impact in relation to their family or caring responsibilities).
- 42.5 Communities at Work is not required to disclose confidential or commercially sensitive information to the Relevant Employees.
- 42.6 Communities at Work must give prompt and genuine consideration to matters raised about the major change by the Relevant Employees.

Change of Regular Roster or Ordinary Working Hours

- 42.7 Where Communities at Work proposes to introduce a change to the regular roster (excluding changes in accordance with clause 22 or the Appendices to this Agreement) or Ordinary Hours of work of Employees, which is not otherwise provided for in this Agreement:
 - (a) Communities at Work must notify the Relevant Employees of the proposed change; and
 - (b) clauses 42.7 to 42.10 apply.
- 42.8 As soon as practicable after proposing to introduce the change, Communities at Work must:
 - (a) discuss with the Relevant Employees the introduction of the change;
 - (b) for the purposes of the discussion—provide to the Relevant Employees:
 - (i) all relevant information about the change, including the nature of the change;
 - (ii) information about what Communities at Work reasonably believes will be the effects of the change on the Employees; and
 - (iii) information about any other matters that Communities at Work reasonably believes are likely to affect the Employees; and
 - (c) invite the Relevant Employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- 42.9 However, Communities at Work is not required to disclose confidential or commercially sensitive information to the Relevant Employees.
- 42.10 Communities at Work must give prompt and genuine consideration to matters raised about the change by the Relevant Employees.

43 Procedures for preventing and settling disputes

- 43.1 If a dispute between Communities at Work and an Employee, or Employees, relates to:
- (a) a matter arising under this Agreement; or
 - (b) the National Employment Standards,
- this clause 43 sets out procedures to settle the dispute.
- 43.2 An Employee who is a party to the dispute may appoint a representative, including from an employee organisation or union, for the purposes of the procedures in this clause 43.
- 43.3 In the first instance, the parties to the dispute (Disputing Parties each a Disputing Party) must try to resolve the dispute at the workplace level, by discussions between the Employee or Employees and Communities at Work or the relevant supervisors or managers, as per the Grievance Policy.
- 43.4 If discussions at the workplace level do not resolve the dispute, a Disputing Party may refer the matter to the Fair Work Commission.
- 43.5 The Fair Work Commission may deal with the dispute in two stages:
- (a) the Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
 - (b) if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
 - (i) arbitrate the dispute; and
 - (ii) make a determination that is binding on the Disputing Parties.
- 43.6 While the Disputing Parties are trying to resolve the dispute using the procedures in this clause 43:
- (a) an Employee must continue to perform their work as they would normally unless they have a reasonable concern about an imminent risk to their health or safety; and
 - (b) an Employee must comply with a direction given by Communities at Work to perform other available work at the same workplace, or at another workplace, unless:
 - (i) the work is not safe;
 - (ii) applicable occupational health and safety legislation would not permit the work to be performed;
 - (iii) the work is not appropriate for the Employee to perform; or
 - (iv) there are other reasonable grounds for the Employee to refuse to comply with the direction.

43.7 The Disputing Parties agree to be bound by a decision made by the Fair Work Commission in accordance with this clause 43.

PART I. Technical Matters

44 Interpretation

- 44.1 Capitalised words or expressions used in this Agreement (or in a particular provision of this Agreement) are defined in Appendix C (Definitions).
- 44.2 Capitalised words or expressions used in this Agreement that are defined in the Fair Work Act, have the same meaning as the Fair Work Act, unless otherwise defined in this Agreement.
- 44.3 The legal name of the employer under this Agreement remains to be “Communities@Work” but for the purpose of this Agreement “Communities at Work” will be used throughout.
- 44.4 In this Agreement, unless the context indicates otherwise:
- (a) the singular includes the plural and the plural includes the singular; and
 - (b) a part, appendix, clause, sub-clause or paragraph is to a part, clause, sub-clause or paragraph in this Agreement;
 - (c) headings are for convenience only and do not affect the interpretation of this Agreement;
 - (d) where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning;
 - (e) a reference to any legislation or legislative provision includes any statutory modification or re-enactment of, or legislative provision substituted for, and any subordinate legislation issued under, that legislation or legislative provision;
 - (f) a reference to a time and date in connection with the performance of an obligation is a reference to the time and date in the Australian Capital Territory, even if the obligation is to be performed elsewhere;
 - (g) mentioning anything after include, includes or including does not limit what else might be included;
 - (h) where an expression is defined, another part of speech or grammatical form of that expression has a corresponding meaning;

- (i) where an expression is defined anywhere in this Agreement, it has the same meaning throughout this Agreement;
- (j) the rule of contra proferentem does not apply to this Agreement; and
- (k) a reference to “dollars” or “\$” is to an amount in Australian currency.

45 Delegations

- 45.1 All the powers and authorities of Communities at Work in this Agreement are held by the Chief Executive Officer.
- 45.2 The Chief Executive Officer may, by instrument in writing, delegate or authorise to a person, any of their powers, authorities or functions under this Agreement, excluding their power to delegate or authorise.
- 45.3 The Chief Executive Officer may issue instructions relating to the exercise of a delegated power, authority or function.

46 Workplace Delegates

- 46.1 For the purpose of this clause **“Workplace Delegate”** is a person appointed or elected, in accordance with the rules of an employee organisation (**Organisation**), to be a delegate or representative (however described) for members of the Organisation who work for Communities at Work.
- 46.2 The Workplace Delegate is entitled to:
 - (a) represent the industrial interests of the Organisation’s members and any other persons eligible to be members (**Workers**), including in disputes with Communities at Work;
 - (b) reasonable communication with Workers, in relation to their industrial interests; and
 - (c) for the purpose of representing those interests, having regard to the size, nature, resources, and available facilities of Communities at Work:
 - (i) reasonable access to the workplace and workplace facilities; and
 - (ii) reasonable access to paid time, during normal working hours, for the purposes of related training.
- 46.3 The Employer will provide a notice board in a prominent site (e.g lunchroom) at the workplace for the Union to post notices regarding this Agreement, employment matters, or Union membership.

46.4 There is no obligation for any Employee to become a member of an Organisation.

47 No Extra Claims

47.1 The Parties agree that there shall be no further claims during the life of this Agreement.

47.2 The Parties may agree to vary this Agreement at any time until its Nominal Expiry Date in accordance with the relevant provisions of the Fair Work Act.

48 Effect of the Agreement

48.1 The Parties agree that:

- (a) it is the intention of this Agreement to achieve the principal objects specified in section 351 of the Fair Work Act;
- (b) this Agreement replaces any previous enterprise agreement or collective agreement that may have previously been applicable to Communities at Work and the Employees, including the Communities@Work Enterprise Agreement 2015 (**Previous Agreements**);
- (c) this Agreement supersedes any existing employment agreements and conditions between Communities at Work and Employees to the extent of any inconsistency;
- (d) this Agreement operates to the exclusion of any Modern Award, subject to the provisions of the Fair Work Act; and
- (e) Employees may bring no further disputes in relation to the Previous Agreements.

48.2 This Agreement is read in conjunction with the National Employment Standards and if a term of this Agreement is detrimental in any respect to an Employee when compared to the NES, the NES prevails over the detrimental extent of the term of this Agreement to the extent of the detriment.

48.3 Nothing in these provisions allows any treatment that would otherwise be prohibited in any applicable Commonwealth, State, or Territory legislation.

Appendix A. Children's Services Employees

1 Coverage

- 1.1 The terms set out in this Appendix apply to Children's Services Employees and take precedence over PART A through to PART I and Appendix C of this Agreement to the extent of any inconsistency.

2 Minimum Engagement

- 2.1 Part Time and Casual Children's Services Administration Employees will be paid for a minimum period of:
 - (a) two (2) hours, on a day other than a Public Holiday or weekend; and
 - (b) four (4) hours, on a Public Holiday or Weekend.
- 2.2 Part Time and Casual Children's Services Out of School Hours Care (OSHC) Employees will be paid for a minimum period of:
 - (a) one and a half (1.5) hours, on a day other than a Public Holiday or weekend; and
 - (b) three (3) hours, on a Public Holiday or Weekend.
- 2.3 Part Time and Casual Children's Services Early Childhood Education and Care (ECEC) Employees will be paid for a minimum period of:
 - (a) two (2) hours, on a day other than a Public Holiday or weekend; and
 - (b) four (4) hours, on a Public Holiday or Weekend.

3 Non-contact Time

- 3.1 An Employee who has the primary responsibility for the preparation, implementation and/or evaluation of an educational program for an individual child or group of children will be entitled to 3 hours per week non-contact time, during which the Employee is not required to supervise children or perform other duties directed by the Employer, for the purpose of planning, preparing, evaluating and programming activities.
- 3.2 Non-contact time allocated to the Employee:
 - (a) will be rostered in advance in blocks of not less than one hour; and
 - (b) does not include time for setting up and packing up within the Centre.
- 3.3 If the Employee is also performing the duties of Educational Leader, an additional 2 hours non-contact time is applicable.

- 3.4 For the avoidance of doubt, Communities at Work may be required to vary the rostered non-contact time to ensure compliance with business requirements, including but not limited to Communities at Work meeting the educator to child ratios required under the National Quality Framework.
- 3.5 Where non-contact time is interrupted or cancelled, it will be re-rostered as soon as operationally possible.

4 Broken Shift Allowance

- 4.1 Employees required to work a Broken Shift will be paid an allowance of \$19 for each day they are required to work a Broken Shift.
- 4.2 Where Broken Shifts are worked the spread of hours must be no greater than 12 hours per day.

5 Rest Breaks

- 5.1 Employees who are engaged on a shift to work four hours or less may by agreement with Communities at Work, forego their 15 minute paid rest break.

6 Pay Rates

Position	Pay Classification	Hourly Rate (\$)
Childrens Services 0.1 – under 17	CSu17	18.12
Childrens Services 0.2 – under 18	CSu18	20.70
Childrens Services 0.3 – under 19	CSu19	23.33
Childrens Services 1	CS1.1	25.89
Childrens Services 2	CS2.1	26.78
	CS2.2	27.62
Childrens Services 3 (cert III)	CS3.1	29.26
	CS3.2	30.26
	CS3.3	31.23
Childrens Services (diploma only)	CS3.4	32.94
	CS3.5	33.45
	CS3.6	33.79
Childrens Services 4 (Team Leader)	CS4.1	34.47
	CS4.2	34.99
	CS4.3	35.52
Childrens Services 5	CS5.1	36.03
	CS5.2	36.56
	CS5.3	37.08

Position	Pay Classification	Hourly Rate (\$)
	CS5.4	38.00
Children Services 6	CS 6.1	40.38
	CS 6.2	42.19
	CS 6.3	44.63
	CS 6.4	45.85
	CS 6.5	46.18
Children's Services 7	CS 7.1	54.02
	CS 7.2	55.07
	CS 7.3	56.22
Children's Services 8	CS 8.1	59.97
	CS 8.2	61.14
	CS 8.3	62.34

7 Pay Progression

- 7.1 Subject to clause 7.2 of this Appendix, on the anniversary of their commencement date, Children's Services Employees will progress from one pay point to the next within a classification level unless the Employee has not:
- demonstrated competency at the existing level;
 - served at least 12 months continuous service at their current pay point, or 24 months if the Employee's Ordinary Hours are less than 19 hours per week; and
 - demonstrated ability to acquire the skills necessary for advancement to the next pay point.
- 7.2 Children's Services Employees classified at the following levels will be entitled to the corresponding progressions:
- a Level 1 Children's Services Employee will, subject to meeting the requirements at clause 7.1 of this Appendix, progress to the next level (Level 2.1 Children's Services Employee) on the anniversary of their commencement date;
 - a Level 2 Children's Services Employee will immediately progress by one level in addition to the annual progression at clause 7.1 of this Appendix on completion of a AQF Certificate III in Early Childhood Education and Care, or equivalent, subject to meeting the requirements at clause 7.1 of this Appendix;
 - a Level 3 Children's Services Employee will only be entitled under clause 7.1 of this Appendix to progress up to Level 3.4 if the Level 3 Children's Services Employee:

- (i) completes a AQF Diploma in Children's Services or equivalent; and
 - (ii) demonstrates the application of skills and knowledge acquired beyond the competencies required for AQF Certificate III in the ongoing performance of their work,
 - (iii) then, the Employee will, on meeting the above requirements to Communities at Work's satisfaction, will be progressed to Level 3.4 regardless of whether they have served 12 months; and
- (d) a Level 5 Children's Services Employee who holds an AQF Advanced Diploma will be progressed to Level 5.4 regardless of whether they have served 12 months.

7.3 Subject to clause 7.2(a), for the avoidance of doubt movement to a higher classification level will only occur by way of promotion or re-classification.

8 Children's Services Employees Classifications

Classification	Criteria	Indicative Duties
Level 1	Employee with no formal qualifications working under direct supervision in a team environment, receiving guidance and direction at all times, and ordinarily not being left alone with a group of children.	<ul style="list-style-type: none"> • Learning and implementing the policies, procedures and routines of the service. • Learning how to establish relationships and interact with children. • Learning the basic skills required to work in this environment with children. • Giving each child individual attention and comfort as required. • Basic duties including food preparation, cleaning and gardening.
Level 2	Employee who has completed 12 months at Level 1 or a relevant Australian Qualifications Framework Certificate II, or in the opinion of Communities at Work has sufficient knowledge and experience to perform work within the scope of Level 2.	<ul style="list-style-type: none"> • Assist in the implementation of the children's program under supervision. • Assist in the implementation of daily care routines. • Develop awareness of and assist in maintenance of the health and safety of the children in care. • Give each child individual attention and comfort as required. • Understand and work according to the centre or service's policies and procedures. • Demonstrate knowledge of hygienic handling of food and equipment.
Level 3	Employee who has completed a relevant Australian Qualifications Framework Certificate III or, in the opinion of Communities at Work, has sufficient knowledge and	<ul style="list-style-type: none"> • Assist in the preparation, implementation and evaluation of developmentally appropriate programs for individual children or groups. • Record observations of individual children or groups for program planning purposes for qualified staff.

Classification	Criteria	Indicative Duties
	experience to perform work within the scope of Level 3.	<ul style="list-style-type: none"> • Under direction, work with individual children with particular needs. • Assist in the direction of untrained staff. • Undertake and implement the requirements of quality assurance. • Work in accordance with food safety regulations.
Level 4	Employee who has completed a Diploma in Children's Services or equivalent and is appointed as the person in charge of a group of children aged from birth to 12 years and who also takes on the same duties and performs the same tasks as a Level 3 Employee.	<ul style="list-style-type: none"> • Responsible, in consultation with the Assistant Director/Director for the preparation, implementation and evaluation of a developmentally appropriate program for individual children or groups. • Responsible to the Assistant Director/Director for the supervision of students on placement. • Responsible for ensuring a safe environment is maintained for both staff and children. • Responsible for ensuring that records are maintained accurately for each child in their care. • Develop, implement and evaluate daily care routines. • Ensure that the centre or service's policies and procedures are adhered to. • Liaise with families.
Level 5	<p>Employee who has completed a relevant Australian Qualifications Framework Level V Diploma.</p> <p>A Level 5 Employee who is an Assistant Director also takes on</p>	<ul style="list-style-type: none"> • Co-ordinate and direct the activities of employees engaged in the implementation and evaluation of developmentally appropriate programs. • Contribute, through the Director, to the development of the centre or service's policies.

Classification	Criteria	Indicative Duties
	the same duties and performs the same tasks as a Level 4 Employee.	<ul style="list-style-type: none"> • Co-ordinate centre or service operations including Occupational Health and Safety, program planning, staff training. • Responsible for the day-to-day management of the centre or service in the temporary absence of the Director and for management and compliance with licensing and all statutory and quality assurance issues. • Generally supervise all employees within the service.

<p>Level 6.1</p>	<p>Qualifications</p> <p>All Level 6 employees must hold a:</p> <ul style="list-style-type: none"> • relevant Degree • 3 or 4 year Early Childhood Education qualification • An Australian Qualifications Framework Advanced Diploma • An Australian Qualifications Framework Diploma in Children’s Services, or • An Australian Qualifications Framework Diploma in Out-of-Hours Care, <p>or is otherwise a person possessing such experience or holding such qualifications deemed by Communities at Work to be appropriate or required for the position.</p>	<ul style="list-style-type: none"> • Responsible for the overall management and administration of the service. • Supervise the implementation of developmentally appropriate programs for children. • Recruit staff in accordance with relevant regulations. • Maintain day-to-day accounts and handle all administrative matters. • Ensure that the centre or service adheres to all relevant regulations and statutory requirements. • Ensure that the centre or service meets or exceeds quality assurance requirements. • Liaise with families and outside agencies. • Formulate and evaluate annual budgets. • Liaise with management committees as appropriate. • Provide professional leadership and development to staff. • Develop and maintain policies and procedures for the centre or service.
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Classification	Criteria	Indicative Duties
Level 6.2	<p>Qualifications</p> <p>The same qualifications as a Level 6.1.</p>	As set out above at Level 6.1.
Level 6.3	<p>Qualifications</p> <p>The same qualifications as a Level 6.1.</p>	As set out above at Level 6.1.
Level 7.0	<p>Qualifications</p> <p>The same qualifications as a Level 6.1.</p> <p>Level 7 employees will work under limited direction and undertake a range of functions for which operational policies, practices and guidelines may need to be developed. Influence operational activities through the involvement of establishing operational procedures.</p>	<ul style="list-style-type: none"> • Supervise and manage the operation of a work area and monitor outcomes. Prepare or assist in the preparation of section budgets and be responsible for the delivery of outcomes. Provide advice and • Supervise the implementation of developmentally appropriate programs for children. • recruit staff in accordance with relevant regulations • maintain accounts and handle administrative matters. • ensure the centre or service meets or exceeds quality assurance requirements. • liaise with families and outside agencies. • formulate and evaluate annual budgets. • provide professional leadership and development to staff. • develop and maintain policies and practices for the centre or service.

Classification	Criteria	Indicative Duties
		<p>General administrative duties: Undertake significant projects and/or functions involving the use of analytical skills. Negotiate on matters of significance within the organisation and with other bodies/members of the public. Control and coordinate a work area of larger organisation within budgetary constraints. Review operations to determine their effectiveness.</p>
Level 8.0	<p>Qualifications</p> <p>The same qualifications as a Level 6.1.</p> <p>Level 8 employees will Work under broad direction from senior executives and exercise managerial responsibility and leadership for the organisation's relevant activity or strategy. In addition, employees may operate as a senior specialist providing multi-functional advice to either various departments or directly to the organisation.</p>	<p>Positions at this level may be identified by the significant independence of action within the constraints of organisational policy. Responsible for decision-making within the constraints of organisational policy and will provide advice and support to all facets of the organisation. Employees have significant impact upon policies and programs and are required to provide initiative, and have the ability to formulate, implement, monitor and evaluate projects and programs.</p> <ul style="list-style-type: none"> • Assess and review the standards of work of other specialised personnel/external consultants. • implement organisational objectives within corporate goals. • undertake functions across a range of administrative, specialist or operational areas which include specific programs or activities, management of services delivery and the provision of high-level advice. • provide authoritative specialist advice on policy matters and contribute to the development and review of policies.

Classification	Criteria	Indicative Duties
		<ul style="list-style-type: none"> • where the prime responsibility is in a specialised field, employees at this level would undertake at least some of the following: initiate and formulate organisational programs; and develop and recommend ongoing plans and programs. • lead, promote and implement cultural change and a customer focused culture within a work area and Communities at Work. • research, plan, implement, monitor, and evaluate project or program initiatives within a section or specialist area. • develop policies and strategies aimed at achieving broad Communities at Work objectives. • oversee a professional work unit performing specialist, professional work, including the provision of specialist professional supervision where applicable. • oversee and prepare high level technical/professional reports, including journal articles and other professional publications. <p>General administrative duties:</p> <ul style="list-style-type: none"> • Employees are involved in the identification of current and future options and the development of strategies to achieve desired outcomes. Provide financial, specialised, technical, professional and/or administrative advice on policy matters within the organisation and/or about external organisations such as government policy. Develop and implement

Classification	Criteria	Indicative Duties
		techniques, work practices and procedures in all facets of the work area.

Appendix B. Early Childhood Teachers

1 Coverage

- 1.1 The terms set out in this Appendix apply to Early Childhood Teachers and take precedence over PART A through to PART I and Appendix C of this Agreement to the extent of any inconsistency.

2 Minimum Engagement

- 2.1 The minimum engagement for a Part-Time or Casual Early Childhood Teacher will be two (2) hours.

3 Non-contact Time

- 3.1 An Early Childhood Teacher who has the primary responsibility for the preparation, implementation and/or evaluation of an educational program for an individual child or group of children will be entitled to 3 hours per week non-contact time during which the Employee is not required to supervise children or perform other duties directed by the Employer, for the purpose of planning, preparing, evaluating and programming activities.
- 3.2 Non-contact time allocated to the Employee:
 - (a) will be rostered in advance in blocks of not less than one hour; and
 - (b) does not include time for setting up and packing up within the Centre.
- 3.3 If an Early Childhood Teacher is also performing the duties of Educational Leader, an additional 2 hours non-contact time is applicable.
- 3.4 For the avoidance of doubt, Communities at Work may be required to vary the rostered non-contact time to ensure compliance with business requirements, including but not limited to Communities at Work meeting the educator to child ratios required under the National Quality Framework.
- 3.5 Where non-contact time is interrupted or cancelled, it will be re-rostered as soon as operationally possible.

4 Part Time Early Childhood Teachers

- 4.1 A Part Time Early Childhood Teacher is an Employee who is engaged to work less than 5 days per week.

5 Casual Early Childhood Teachers

- 5.1 A Casual Early Childhood Teacher will be engaged for a period of not more than four consecutive weeks (**Casual Engagement**).

- 5.2 A Casual Engagement may be extended by agreement between the Early Childhood Teacher and Communities at Work provided the total period of the engagement does not exceed a total of 10 weeks.

6 Fixed Term Contract

- 6.1 An Early Childhood Teacher may be employed as a Fixed Term Employee under clause 9 for a period of at least 4 weeks but not more than 12 months on either a full-time or part-time basis to:
- (a) undertake a specified project for which funding has been made available;
 - (b) undertake a specified task which has a limited period of operation; or
 - (c) replace an Employee who is on leave, performing other duties temporarily or whose employment has terminated after the commencement of the school year (**Replacement Arrangement**).
- 6.2 Where the Replacement Arrangement extends beyond 12 months, the Fixed Term employment may be extended up to a further 12 months.

7 Notice of Termination

- 7.1 This clause does not apply to Early Childhood Teacher who are Fixed Term Employees, Casual Employees or in their Probationary Period.
- 7.2 For the purposes of clause 40:
- (a) Communities at Work will provide Teachers with at least 4 weeks' notice of termination;
 - (b) Communities at Work may pay the Teacher in lieu of all or part of the notice period;
 - (c) Teachers are required to provide Communities at Work at least 4 School Term weeks' notice of resignation.
 - (d) If a Teacher fails to give the required notice, Communities at Work may withhold from the Teacher's unpaid wages, an amount equal to the Teacher's Base Rate of Pay for a period of two weeks.

8 Pay Rates

Position	Pay Classification	Hourly Rate
Early Childhood Teacher Level 1	TE1.1	40.48
	TE1.2	41.73

Position	Pay Classification	Hourly Rate
	TE1.3	43.02
Early Childhood Teacher Level 2	TE2.1	44.35
	TE2.2	45.72
	TE2.3	47.13
Early Childhood Teacher Level 3	TE3.1	48.59
	TE3.2	50.10
	TE3.3	51.64
Early Childhood Teacher Level 4	TE4.1	52.70
	TE4.2	53.75
	TE4.3	54.83

9 Pay Progression

- 9.1 On the anniversary of their commencement date, Early Childhood Teachers will progress from one pay point to the next within a classification level unless the Employee has not:
- (a) demonstrated competency at the existing level; and
 - (b) served at least 12 months continuous service at their current pay point, or 24 months if the Employee's Ordinary Hours are less than 19 hours per week.
- 9.2 Subject to clause 9.3 of this Appendix, on the anniversary of their commencement date Early Childhood Teachers will be entitled to the following progressions:
- (a) Level 1 Early Childhood Teachers will progress to Level 2 following an assessment by Communities at Work that they are a Proficient Teacher;
 - (b) Level 2 Early Childhood Teachers will progress to Level 3 if they are a Proficient Teacher and have completed three years Teaching Service at Level 2;
 - (c) Level 3 Early Childhood Teachers will progress to Level 4 if they are a Proficient Teacher and have completed three years Teaching Service at Level 3.
- 9.3 An Early Childhood Teacher will not be a Proficient Teacher and will not be eligible for progression if Communities at Work has, in the 12 month period immediately preceding the date upon which the Early Childhood Teacher is due for progression:
- (a) identified, in writing, that the Early Childhood Teacher has not complied with the requirements of the APST in specified respects on an ongoing basis;

- (b) afforded the Early Childhood Teacher a reasonable period of time, with the provision of support, training and feedback, to bring the Early Childhood Teacher’s performance into compliance with the APST; and
 - (c) assessed the Early Childhood Teacher, in a formal and documented review of performance, as still not complying with the requirements of the APST on an ongoing basis.
- 9.4 Subject to clause 9.5, in relation to Communities at Work assessing whether an Early Childhood Teacher is a Proficient Teacher:
- (a) the Early Childhood Teacher may request such an assessment at any time after the completion of the first year of Teaching Service, provided that no more than one such request may be made in any calendar year; or
 - (b) where an Early Childhood Teacher has completed two years Teaching Service:
 - (i) an assessment must be conducted by Communities at Work even if the Early Childhood Teacher has not requested such an assessment; or
 - (ii) if no assessment is conducted by Communities at Work the Early Childhood Teacher will be deemed a Proficient Teacher.
- 9.5 All assessments or re-assessments:
- (a) must be conducted by Communities at Work in consultation with the Early Childhood Teacher;
 - (b) may be conducted by an identified expert assessor if both Communities at Work and the Early Childhood Teacher agree in writing; and
 - (c) if disputed, will be subject to the dispute resolution procedures in clause 43 this Agreement.

10 Early Childhood Teacher Classifications

Classification	Criteria
Early Childhood Teacher Level 1	Graduate Early Childhood Teacher and all other Early Childhood Teachers (as defined) including those holding provisional or conditional accreditation /registration
Early Childhood Teacher Level 2	Early Childhood Teacher with proficient accreditation/registration or equivalent
Early Childhood Teacher Level 3	Early Childhood Teacher with proficient accreditation/registration or equivalent after 3 years’ Satisfactory Teaching Service at Level 2

Early Childhood Teacher Level 4	Early Childhood Teacher with proficient accreditation/registration or equivalent after 3 years' Satisfactory Teaching Service at Level 3
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Classification on appointment

10.1 On appointment, an Employee who is an Early Childhood Teacher will be classified according to the criteria set out above and paid in accordance with clause 8 of this Appendix.

Period of Teaching Service

10.2 For the purposes of clauses 9 and 10 of this Appendix, **"Teaching Service"** means the total period a person has been employed as a teacher by any employer in the school education industry or the children's services and early childhood education industry but does not include employment as a teacher in a TAFE program (unless the teacher is employed to teach a Vocational and Educational Training (VET) program) or in an English Language School.

10.3 For the avoidance of doubt the following will count as Teaching 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 equivalent; and
- (d) service as a diploma qualified childcare worker, at the rate of one year for every 3 years' service up to a maximum of 4 years.

10.4 For Casual Early Childhood Teachers, the equivalent of a full-time year of Teaching Service is 200 full casual days in Australian schools.

10.5 Teaching Service as a Part-Time Early Childhood Teacher will normally accrue on a pro rata basis according to the percentage of a full-time teaching load undertaken in any year. However, where the hours are more than 90% of a full-time load, service will count as a full-time year.

Satisfactory Teaching Service

10.6 For the purpose of progression to Levels 3 and 4, **"Satisfactory Teaching Service"** means:

- (a) maintenance of proficient accreditation/registration as an Early Childhood Teacher, where applicable; and
- (b) compliance with the requirements of the APST.

- 10.7 An Employee will be deemed to have complied with the APST unless Communities at Work has, in the 12 month period immediately preceding the date upon which the Employee is due for progression to Level 3 or Level 4:
- (a) identified, in writing, that the Employee has not complied with the requirements of the APST in specified respects on an ongoing basis; and
 - (b) afforded the Employee a reasonable period of time, with the provision of support, training and feedback, to bring the Employee's performance into compliance with the APST; and
 - (c) assessed the Employee, in a formal and documented review of performance, as still not complying with the requirements of the APST on an ongoing basis.
- 10.8 If the Employee disputes an assessment that they have not complied with the requirements of the APST such as not to qualify for progression, Communities at Work shall seek to resolve the dispute with the Employee in accordance with the dispute resolution procedure under clause 43 of this Agreement. This shall include, if necessary, reference of the dispute to the Fair Work Commission by Communities at Work.

Proficient Teachers

- 10.9 For the purposes of clauses 9 and 10 of this Appendix "**Proficient Teacher**" means an Early Childhood Teacher who:
- (a) meets the requirements of the APST applicable to a Proficient Teacher; and
 - (b) holds the relevant State or Territory accreditation required by a regulatory body to perform the role in that State or Territory (if any).

Evidence of Qualifications and Teaching Service

- 10.10 On engagement, Communities at Work may require that the Early Childhood Teacher provide documentary evidence of qualifications and Teaching Service.
- 10.11 If Communities at Work considers that the Early Childhood Teacher has not provided satisfactory evidence, and advises the Early Childhood Teacher in writing to this effect, then Communities at Work may decline to recognise the relevant qualification or experience until evidence is provided. Communities at Work will not unreasonably refuse to recognise the qualifications or teaching experience of an Early Childhood Teacher.
- 10.12 Where an Early Childhood Teacher has completed further Teaching Service with another employer (for example during unpaid leave) or additional qualifications after commencement of employment, they

will be entitled to be classified accordingly and back paid from the date of completion of the experience or qualifications, provided the Employee provided satisfactory evidence to Communities at Work within 3 months of completion. In all other cases the Employee will be classified and paid from the date satisfactory evidence is provided.

Returning to teaching

10.13 An Early Childhood Teacher with at least 2 years' Teaching Service who was previously registered/accredited as a Proficient Teacher or who was not required to be registered/accredited as a Proficient Teacher who:

- (a) Is returning to teaching following a break of Teaching Service, where they have not obtained or maintained Proficient Teacher status; or
- (b) otherwise does not hold Proficient Teacher accreditation/registration 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 registration or apply for mutual recognition (in the case of an interstate Early Childhood Teacher) with the relevant early childhood teacher accreditation authority. Upon attaining Proficient Teacher accreditation or registration, the Early Childhood Teacher will progress to the relevant Level between Level 2 and Level 4 based on their Teaching Service at a proficient level. All service, in excess of two years, will count as Teaching Service at a proficient level where that Teaching Service has followed the attainment of a recognised teaching qualification.

10.14 If the Teacher does not attain Proficient Teacher accreditation or registration within the one year full-time 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 Teaching Service at a proficient level. All Teaching Service, in excess of 2 years, will count as Teaching Service at a proficient level where that Teaching Service has followed the attainment of a recognised teaching qualification.

Appendix C. Definitions

Term	Definition
ACT Portable Scheme	Means the portable long service leave scheme established under the <i>Long Service Leave (Portable Schemes) Act 2009</i> (ACT).
Apprentice	Means a person employed by Communities at Work in accordance with clause 11.
APST	Means the Australian Professional Standards for Teachers established by the Australian Institute for Teaching and School Leadership
Base Rate of Pay	Means an Employee's salary, or hourly rate of pay as applicable, without overtime, penalties, or other allowances.
Broken Shift	For Employees other than Early Childhood Teachers, means a shift worked by an Employee that includes one or more breaks (other than a meal break) and where the span of hours is not more than 12 hours.
Casual Employee	Means a person employed by Communities at Work in accordance with clause 10.1.
Chief Executive Officer	Means the person appointed as the Chief Executive Officer of Communities@Work, but excludes people temporarily acting in the role of Chief Executive Officer from time to time.
Code of Conduct	Means the Communities at Work Code of Conduct and other associated policies of Communities at Work from time to time.
Educational Leader	Has the same meaning as defined in Regulation 118 of the <i>Education and Care Services National Regulations 2011</i> .
Educational Services (Teachers) Award	Means the Educational Services (Teachers) Award 2020.
Early Childhood Teacher	Means an Employee employed to work at an Early Education and Care (Child Care) Centre in the classifications contained in clause 10 of Appendix B
Children's Services Employees	Means an Employee employed to work at an Early Education and Care (Child Care) Centre in the classifications contained in clause 8 of Appendix A
Communities at Work	Means Communities@Work (ACN 125 799 859).

Employee	Means an employee of Communities@Work who is covered by this Agreement as specified in clause 2.1 of this Agreement, and for the avoidance of doubt includes all Full Time Employees, Part Time Employees, Casual Employees, and Fixed Term Employees.
Fair Work Act	The Fair Work Act 2009 and the Fair Work (Transitional Provisions and Consequential Amendments) Act 2009, and their successors and any regulations associated with those Acts.
Fixed Term Employee	Means a person employed by Communities at Work in accordance with clause 9.
Full Time Employee	Means a person employed by Communities at Work in accordance with clause 7.
High Income Threshold	Has the same meaning as that term in the Fair Work Act.
Household	A group of two or more related or unrelated people who usually reside in the same dwelling, who regard themselves as a household and who make common provision for food or other essentials for living.
Immediate Family	Means an Employee's Partner and a child, grandchild, parent, grandparent or sibling of the Employee or their Partner.
Modern Award	Has the same meaning as in the Fair Work Act.
NES or National Employment Standards	Means the National Employment Standards as contained in clauses 59 to 131 of the Fair Work Act.
Ordinary Hours	Means the number of hours an Employee would usually work during a specific day, week or fortnight period (e.g. a Full Time Employee's ordinary hours of work may be an average of 38 hours per week) within the span of hours set out in the Appendix applicable to each Employee.
Parties	Means parties to this Agreement, and Party has a corresponding meaning.
Part Time Employee	Means a person employed by Communities at Work in accordance with clause 8.
Partner	The spouse (including a former spouse) of an Employee or a person who lives in a bona fide

	domestic relationship with the Employee and includes same sex relationships.
Probationary Period	Means a period of six months continuous service by the Employee from commencement of their employment with Communities at Work.
Returning Teacher	Means a Teacher with at least 2 years Teaching Service who is returning to teaching following a break of Teaching Service where they have not obtained or maintained a status of a Proficient Teacher or Highly Accomplished /Lead Teacher during that time.
Shiftworker	In relation to an Employee, for the purposes of the NES, has the same meaning as “shiftworker” is defined in the relevant Modern Award.
Teacher	Means a person employed as such by a school, children’s service or early childhood education service and who performs duties which include delivering an educational program, assessing student participation in an education program, administering an education program and performing other duties incidental to the delivery of the education program. For the avoidance of doubt, teacher includes Early Childhood Teachers, a teacher in a senior leadership position, but not a principal or deputy principal.

SIGNATURE PAGE

Communities at Work (Children's Services) Enterprise Agreement 2024 -2027

Signed for Communities at Work by

----- (full name and position)

Address of signatory

Signature:

Date:

---- / ---- / 20 ----

In the presence of:

----- (full name and position)

Signature:

Date:

---- / ---- / 20 ----

Employee bargaining representative 1

----- (full name of signatory)

Address of signatory

The basis on which the signatory is authorised to sign as a bargaining representative:

Signature:

Date:

---- / ---- / 20 ----

In the presence of:

----- (full name and position)

Signature:

Date:

---- / ---- / 20 ----

Employee bargaining representative 2

----- (full name of signatory)

Address of signatory

The basis on which the signatory is authorised to sign as a bargaining representative:

Signature:

Date:

---- / ---- / 20 ----

In the presence of:

----- (full name and position)

Signature:

Date:

---- / ---- / 20 ----