



DISCOVERY

EARLY LEARNING CENTRES



in their nature

Discovery Early Learning Centres
Enterprise Agreement
2024

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PART 1 – TITLE AND RELATED MATTERS

1 TITLE

This Agreement shall be known as the Discovery Early Learning Centres Enterprise Agreement 2024.

2 PARTIES BOUND

The Parties to this Agreement are:

- (a) J&L Enterprises Pty Ltd, trading as Discovery Early Learning Centres;
- (b) Employees engaged by Discovery for whom classifications appear in this Agreement; and
- (c) Unions registered as Parties to this Agreement.

3 DEFINITIONS

Agreement means the *Discovery Early Learning Centres Enterprise Agreement 2024*.

Award means the Children's Services Award 2010 (MA000120) and the Educational Services (Teachers) Award 2020 (MA000077), whichever is applicable.

Casual Employee means an Employee engaged on a casual basis pursuant to Clause 8.5 (Casual Employment).

Classifications means the Classifications set out in Schedule 1 (Classification Structure) of this Agreement.

Contagious or communicable illness means an illness which is spread from person to person through direct physical contact or carried by microorganisms.

Core Hours means the minimum Ordinary Hours of Work to be worked by a Part-time Employee each week.

Discovery means J&L Enterprises Pty Ltd, trading as Discovery Early Learning Centres (ABN 55 106 054 031)

Early morning shift means any shift commencing at or after 5.00 am and before 6.00 am.

Employee means an Employee of Discovery who is employed in the classifications set out in Schedule 1 (Classification Structure) of this Agreement.

Evening shift means any shift finishing after 6.30 pm and at or before midnight.

Family violence includes physical, sexual, financial, verbal or emotional abuse by a member of the Employee's immediate family. It is patterned use of coercive and controlling behaviour to limit, direct and/or shape a person's thoughts, feelings and actions.

Full-time Employee means an Employee engaged on a full-time basis pursuant to Clause 8.2 (Full-time Employment).

FW Act means the *Fair Work Act 2009* (Cth) or any successor to that Act.

FWC means the Fair Work Commission, or any successor to that entity.

Hourly Pay Rate means the hourly rate payable to an Employee in accordance with

Schedule 2 (Pay Schedule). The Hourly Pay Rate does not include overtime, incentive-based payments, bonuses, loadings, penalty rates, monetary allowances or any other similar separately identifiable entitlement. Apart from the casual loading of 26%.

Household Member means any person who lives on a permanent basis with an Employee.

Immediate family means:

- (a) A spouse (including a former spouse), same sex spouse, de facto partner, child (including an adopted child, a stepchild or a foster child), parent, grandparent, grandchild, sibling, stepparent, step-brother or step-sister of the Employee; or
- (b) A child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the Employee.
- (c) Aboriginal Family Relationships which may include immediate family, extended family, kinship, and cultural community relationships.

LSL Act means the *Long Service Leave Act 1976*.

NES means the National Employment Standards under the FW Act.

Ordinary hours of work means the hours worked by an Employee in accordance with Clause 22 (Hours of Work).

Part-time Employee means an Employee engaged on a part-time basis pursuant to Clause 8.3 (Part-time Employment).

Public Holiday has the meaning given to it by Clause 36 (Public Holidays).

Registered Medical Practitioner means a person registered as a medical practitioner pursuant to the Medical Practitioners Registration Act 1996 (Tas), or the equivalent statutory registration of another State or Territory in Australia and includes a General Practitioner (GP) or medical specialist.

Serious misconduct has the same meaning as the definition in the *Fair Work Regulations 2009* (Cth).

Service means an Early Learning Centre or other workplace operated by Discovery.

Union means an employee organisation covered by the Agreement in accordance with the FW Act requirements.

Voluntary Hours means those hours worked by a Part-time Employee in addition to agreed Core Hours in a given week. Voluntary Hours accrue pro-rata leave and other benefits that are normally accrued for Ordinary Hours of Work.

4 DATE AND PERIOD OF OPERATION

- (a) This Agreement shall commence operation on the seventh (7th) day after approval by the Fair Work Commission.
- (b) The nominal expiry date of this Agreement is three (3) years after the day on which the FWC approves the Agreement.

5 RELATIONSHIP TO AWARD AND PREVIOUS AGREEMENTS

- (a) This Agreement provides the minimum terms, conditions and entitlements of the

Parties.

- (b) This Agreement applies to the exclusion of any Award (other than where there is a specific reference to an Award term within this Agreement), previous Enterprise Agreements that applied to Discovery and Employees, and any other Modern Award, registered industrial instrument (however named or described) and/or unregistered industrial agreement that applies to Employees covered by this Agreement.

6 RELATIONSHIP TO NATIONAL EMPLOYMENT STANDARDS

Entitlements in accordance with the NES are provided for under the Act. The NES provides a set of minimum standards which cannot be displaced. Where this Agreement also has provisions regarding matters dealt with under the NES and the provisions in the NES set out in the Act are more favourable to an Employee in a particular respect than those provisions, then the NES will prevail in that respect and the provisions dealing with that matter in this Agreement will have no effect in respect of that Employee. The provisions in this Agreement otherwise apply and are in satisfaction of the NES.

7 AGREEMENT AVAILABILITY

A copy of this Agreement shall be available to all Employees via Discovery's intranet, and provided in hard copy by Discovery if requested by an Employee.

PART 2 – EMPLOYMENT RELATIONSHIP

8 EMPLOYMENT CATEGORIES

8.1 Permanent Employment

A Permanent Employee means an Employee engaged on an ongoing basis, who is not a Fixed-term or Casual Employee.

8.2 Full-time Employment

- (a) A Full-time Employee means an Employee engaged to work an average of 38 ordinary hours per week.
- (b) A full-time Employee may work two additional hours per week to accrue toward a Rostered Day Off to be taken in accordance with Clause 29 (Rostered Days Off).

8.3 Part-time Employment

- (a) A Part-Time Employee is an Employee who is engaged to work less than Full-Time hours of an average of 38 hours per week and has reasonably predictable hours of work.
- (b) Before commencing employment, the Employer and the Employee will agree in writing to one of two options listed below.
- (c) **Option 1**
 - (i) the minimum number of hours the employee will work each week, for example 20 hours a week; and
 - (ii) the span of individual availability within which the Employer can roster the Employee, for example; the Employee confirms they are available to be rostered from 6.00am to 10.00pm Monday to Wednesday and 8.00am to 12 noon on a Friday (the span of individual availability).
- (d) **Option 2**
 - (i) a regular pattern of work including the number of hours to be worked each week for example 20 hours; and
 - (ii) the days of the week the Employee will work and the starting and finishing times each day, for example 8.00am to 4.30pm Monday and Tuesday and 12noon until 4.00pm Wednesday.
- (e) No duress or undue influence may be applied by the Employer to an Employee when they decide on what option of work pattern, they prefer. Any such agreement must be recorded in writing and signed by the Employee and on behalf of the Employer.
- (f) The agreed regular pattern of work does not necessarily have to provide for the same number of hours in each week. For example; an Employee may work 18 hours one week and 22 the next to average 20 hours a week instead of just 20 hours a week.
- (g) The agreement made under option 1 may subsequently be varied by agreement between the Employer and the Employee in writing. Any such agreement may be ongoing or for a specified period of time.
- (h) The agreement made under option 2 may subsequently be varied by agreement between the Employer and the Employee in writing. Any such agreement may be ongoing or for a specified period of time.

- (i) A Part-Time Employee may request or be offered additional hours (ie: hours in excess of the Employee's agreed regular pattern of work) provided the hours meet the requirements of clause 22 (Hours of Work) and are within the Employee's availability. If the Employee works those additional hours by agreement with the Employer, the Employee will be paid at the Employee's Hourly Pay Rates.
- (j) Any agreement between an Employee and the Employee's manager in accordance with clause(s) 8.3(g)(h)(i) shall become part of the Employee's time and attendance record.
- (k) The terms of this Enterprise Agreement will apply on a pro rata basis to Part-Time Employees on the basis that the ordinary weekly hours for Full-Time Employees are 38.
- (l) Payment in respect of personal/carer's leave (where an Employee has accumulated an entitlement) for a Part-Time Employee will be on a pro rata basis made according to the number of ordinary hours the Employee would have worked on the day or days on which the leave was taken.
- (m) A Part-Time Employee will be engaged for a minimum of 2 hours on each occasion.

8.4 Part-Time employee review of hours

- (a) Where an Employee is regularly working more than their agreed regular number of core hours, the Employee may request to have their hours reviewed annually.
- (b) The hours worked in the following circumstances will not be incorporated in any adjustment:
 - (i) If the increase in hours is as a direct result of an Employee being absent on leave, for example annual leave, long service leave, parental leave, workers compensation; and
 - (ii) If the increase in hours is due to a temporary increase in hours only due, for example, to the specific needs of the Service.
- (c) If a review establishes a consistent pattern of greater hours is being worked, the Employer will offer the Employee those additional hours as part of their agreed core hours of work.

8.5 Fixed-Term Employment

- (a) Fixed-term Employees may be engaged to work for a period of maximum duration on either a Full-time or Part-time basis in the following circumstances:
 - (i) to undertake a specific task(s) or project;
 - (ii) to undertake work that is subject to external funding for a fixed period;
 - (iii) to relieve in a vacant position arising from an Employee taking leave in accordance with this Agreement;
 - (iv) to fulfil operational requirements for a time limited period; or
 - (v) for the temporary provision of specialist skills that are not available within the organisation for a specified period of time.
- (b) Employees who are engaged as a Trainee by Discovery in accordance with a Traineeship Agreement may be engaged for a fixed-term as defined by the Traineeship Agreement applicable to that Employee.

8.6 Casual Employment

- (a) Casual Employment means an Employee engaged as a Casual Employee to work by the hour.
- (b) Casual Employees shall be paid a casual loading of 26% in addition to their ordinary payrate in lieu of paid leave entitlements and other entitlements ordinarily provided to Permanent Employees. A schedule of casual rates of pay is included at Schedule 2 (Pay Schedule) of this Agreement.
- (c) The minimum period of engagement for a Casual Employee is two hours per shift.

8.7 Casual Conversion

- (a) Casual conversion is as provided in the NES.

9 TERMS OF ENGAGEMENT

9.1 Appointment

- (a) Discovery shall inform each Employee in writing of the terms of engagement of the following:
 - (i) Employment status - Full-time, Part-time, Casual or Fixed-term;
 - (ii) The Ordinary Hours of Work (other than for a casual Employee) including Core Hours where applicable;
 - (iii) Job classification and Hourly Pay Rate; and
 - (iv) Any period of probation.

9.2 Probation

- (a) Discovery may engage a Full-time, Part-time or Fixed-term Employee on a probationary period of up to, but not exceeding six months from the Employee's employment commencement date.
- (b) Probationary Employees will be advised of the probationary period as a part of the offer of employment.

10 CLASSIFICATION STRUCTURE

- (a) The Classification Structure for this Agreement is set out in Schedule 1 (Classification Structure) of this Agreement.
- (b) Position Descriptions for each job classification include the primary duties and responsibilities commensurate with the classification level.
- (c) An Employee must provide Discovery with evidence that they hold an approved qualification for the classification level of the position held by the Employee.

11 TERMINATION OF EMPLOYMENT

11.1 Notice Period

- (a) Apart from circumstances which warrant summary dismissal; employment may be terminated by Discovery with the provision of a minimum period of notice as set out below:

Employee's period of continuous service with Discovery	Period of notice
1 year or less	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
Early Childhood Teacher, Manager, Director or Head Office Staff Members	4 weeks

- (b) The period of notice is increased by one week if the Employee is over 45 years old and has completed at least two years' continuous service with Discovery.
- (c) The period of notice does not apply to:
 - (i) Casual Employees;
 - (ii) Fixed-term employees where the employment is terminating because of an agreed cessation date; or
 - (iii) Trainees whose Employment is covered by a Traineeship Agreement (however named) and the Traineeship is ceasing in accordance with the terms of the Traineeship Agreement.
- (d) Discovery may require the Employee to work the notice period, make a payment in lieu of notice, or require the Employee to work part of the notice period and pay the remaining period in lieu of notice.

11.2 Termination by the Employee

- (a) The period of notice required to be given by an Employee is the same as the period of notice provided by Clause 11.1(a) above, except that there is no requirement for the Employee to give additional notice based on age in accordance with Clause 11.1(b) above.
- (b) If an Employee fails to give notice in accordance with Clause 11.2(a) above, Discovery is not required to pay the Employee for the portion of the notice period not worked by the Employee.

11.3 Job Search Entitlement

- (a) Where an Employer has given notice of termination to an employee, the Employee must be allowed time off without loss of pay of up to one day for the purpose of seeking other employment.
- (b) The time off under Clause 11.3(a) is to be taken at times that are convenient to the Employee after consultation with the Employer.

11.4 Payment in Lieu of Notice

- (a) Payment may be made in lieu of the appropriate period of notice.
- (b) Where employment is terminated by either party, accumulated annual leave entitlements and accrued time off shall be paid to the Employee.

11.5 Termination Without Notice

An Employee may be summarily dismissed without notice for Serious Misconduct for

which the Employee will be paid up until the time of dismissal only.

11.6 Payment of Wages on Termination

Discovery will pay all monies owing to an Employee as at the date of termination on the next scheduled pay day, or, if the termination date occurs within two working days of the next scheduled pay day, the termination payment shall be made within five working days of that scheduled pay day.

11.7 Actions Upon Termination

(a) Upon termination of an Employee's employment with Discovery:

- (i) An Employee must return all property of Discovery into the control of the Employee's supervisor. Discovery property includes, but is not limited to, all keys, tools, equipment (including computer equipment), documents, uniform, and personal protective equipment.
- (ii) At the request of an Employee to their supervisor, the supervisor may approve certain items of Discovery property remaining in the possession of the Employee after the date of termination of the employment. Discovery may require the Employee to pay an agreed amount for the Discovery property. Any approval must be confirmed in writing prior to the date of termination and provided to Discovery Head Office. Any Discovery property approved to remain in the possession of an Employee in this manner shall become the property of the Employee from the close of business on the date of termination of the Employee's employment.

11.8 Abandonment of Employment

- (a) All Employees have an obligation to inform Discovery when the Employee is absent from, or unable to attend work.
- (b) An Employee who is absent from work for three consecutive rostered working days without providing notification to Discovery shall prima facie be deemed to have abandoned their employment.

12 SUSPENSION

- (a) An Employee may be suspended with pay at the Employee's Hourly Pay Rate for the Employee's Ordinary Hours of Work (or Core Hours for Part-time Employees) while an investigation is being arranged, undertaken and the findings of the investigation are being considered by Discovery. The period of suspension may be extended to include any period during which a 'show cause' and/or disciplinary process is undertaken.
- (b) A period of suspension with pay will not affect an Employee's period of continuous service.

13 REDUNDANCY

13.1 Definition

A redundancy occurs where Discovery has made a definite decision that Discovery no longer requires the job done by the Employee to be done by anyone, except where this is due to ordinary and customary turnover of labour.

13.2 Severance Payment

Employees terminated from a redundant position will be entitled to a severance payment in accordance with the NES.

13.3 Transfer to Suitable Alternative Employment

If a redundancy situation arises and Discovery offers an Employee suitable alternative employment with the same or substantially similar remuneration arrangements as those that applied to the Employee immediately prior to the redundancy situation arising, the Employee subject to an application being made by Discovery under s 120 of the FW Act shall not be entitled to a redundancy payment irrespective of whether the Employee accepts the suitable alternative employment offer or not.

13.4 Transfer to Lower Paid Duties

Where Discovery offers, and an Employee accepts, a transfer to a lower paid position as an alternative to redundancy, Discovery will pay the Employee a 'partial redundancy' equal to the difference between the Employee's former Hourly Pay Rate and the new Hourly Pay Rate for the applicable number of weeks' pay provided for redundancy in the NES.

13.5 Employee Leaving During Notice Period

An Employee given notice of termination because of a redundancy situation may terminate their employment during the period of notice. The Employee is entitled to receive the benefits and payments they would have received under this Clause had the Employee remained in employment until the termination date, but is not entitled to payment in lieu of any remaining period of notice.

13.6 Job Search Entitlement

- (a) An Employee given notice of termination because of a redundancy situation is entitled to up to one day of time off without loss of pay during each week of notice for the purpose of seeking other employment.
- (b) If the Employee has been provided paid leave for more than one day during the notice period for the purpose of seeking other employment, the Employee must, at the request of Discovery, produce proof of attendance at an interview or they will not be entitled to payment for the time absent. For this purpose a Statutory Declaration is sufficient.

PART 3 - REMUNERATION

14 WAGE RATES

- (a) The applicable Hourly Pay Rate provided by this Agreement for each classification is prescribed in Schedule 2 (Pay Schedule).
- (b) Employees will be entitled to progress to the next classification level, if applicable, as prescribed in Schedule 1.
- (c) The Hourly Pay Rates for Permanent and Fixed-term Employees, as listed in Schedule 2 (Pay Schedule), will not fall below being 1.342% higher than the rate provided for in the relevant Award.

15 WAGE INCREASES

- (a) The Hourly Pay Rates for Permanent and Fixed-term Employees will increase on the first full pay period on or after July 1 of 2025 and 2026, by the relevant minimum wage increases prescribed under the relevant Award.
- (b) The Hourly Pay Rates for Casual Employees will increase in accordance with any increases to the minimum wage rate as prescribed under the relevant Award.

16 PAYMENT

16.1 Payment of Wages

- (a) Wages shall be paid fortnightly.
- (b) Wages shall be paid by electronic funds transfer into the Employee's nominated account.

16.2 Employee Obligations

- (a) Employees must ensure that time and attendance records are kept and submitted in accordance with Discovery's requirements. Specifically, Employees must:
 - (i) Ensure that their time and attendance records are accurate and complete; and
 - (ii) Ensure that their time and attendance records are submitted to Discovery on the required day.

16.3 Payroll Deductions

An Employee may authorise Discovery to make deductions from their fortnightly pay, and Discovery shall make those authorised deductions and remit the amount in accordance with Discovery's normal processes and practices. All authorisations will be made in writing and retained by Discovery as a pay record.

16.4 Overpayment

- (a) Where an Employee or Discovery identifies an overpayment in relation to the payment of wages or entitlements to an Employee, the party discovering the error must notify the other party of the error at the earliest opportunity.
- (b) Once an overpayment has been notified, Discovery and the Employee will negotiate a reasonable repayment schedule. The Employee will not unreasonably refuse to repay the overpayment amount.
- (c) If agreement is unable to be reached in accordance with Clause 18.4(b) above, the

dispute resolution process detailed at Clause 48 (Dispute Resolution Procedure) of this Agreement shall apply.

16.5 Payroll Queries and Disputes

If an Employee has a query or dispute regarding the payment of their wages or other entitlements, the Employee (or Employee's representative) must refer the issue to Discovery's Payroll Officer for investigation and resolution in the first instance. The query or dispute must be set out in writing and provide sufficient details for Discovery's payroll officer to investigate the matter. If the query dispute remains unresolved after initial consultation with the Payroll Officer, it will be dealt with in accordance with Clause 48 (Dispute Resolution Procedure).

17 SUPERANNUATION

17.1 General Requirements

- (a) Discovery shall make superannuation contributions in accordance with the *Superannuation Guarantee Administration Act (1992)*.
- (b) Employees who have been receiving additional Superannuation Guarantee will maintain the percentage for the life of the agreement.

17.2 Default Superannuation Fund

Each Employee shall have the right to choose a complying superannuation fund. If an Employee does not nominate a complying superannuation fund within one month of the commencement of employment, Discovery must make the prescribed superannuation contributions to the HESTA superannuation fund ("HESTA"), or any successor to that fund. HESTA provides a MySuper product.

17.3 Voluntary Employee Contributions

- (a) Subject to the governing rules of the relevant superannuation fund, an Employee may, in writing, authorise their Employer to pay on behalf of the Employee a specified amount from their wages of the Employee into the same superannuation fund as the Employer makes the superannuation contributions provided for in Clause 19.1.
- (b) An Employee may adjust the amount the Employee has authorised their Employer to pay from the wages of the Employee from the first of the month following the giving of three months' written notice to their Employer.
- (c) The Employer must pay the amount authorised under clauses 19.3(a) or (b) clause 19.1(a).

17.4 Absence from work

- (a) Subject to the governing rules of the relevant superannuation fund, the Employer must also make the superannuation contributions whilst:
 - (iii) on paid leave —while the employee is on any paid leave;
 - (iv) on work-related injury or illness —for the period of absence from work (subject to a maximum of 52 weeks) of the Employee due to work-related injury or work-related illness provided that:
 - a) the Employee is receiving workers compensation payments or is receiving regular payments directly from the Employer in accordance with the statutory requirements; and

- b) the Employee remains employed by the Employer.

18 ALLOWANCES

18.1 Uniforms

- (a) In order to maintain a professional image and to reduce wear and tear on personal clothing, all Employees must wear a consistent style of clothing (uniform).
- (b) At the commencement of employment and on the Employee's annual anniversary of employment, Discovery will provide the Employee with the uniform items listed in paragraph 20.1(c) below at no cost to the Employee.
- (c) Employees will receive:

Full-time Employees	4 items from the uniform order form
Part-time Employees	3 items from the uniform order form
Casual Employees	2 items from the uniform order form

- (d) Uniform items must be returned to Discovery by the Employee on termination of employment.
- (e) Employees will be provided with one name badge upon commencement of employment and a replacement badge as required.
- (f) Employees will be provided with one hat upon commencement of employment.
- (g) Where an Employee is required to wear protective clothing or equipment such as hats and sunscreen lotion, goggles, aprons or gloves, the Employer will either supply such clothing or equipment or reimburse the Employee for the cost of their purchase at the discretion of Discovery. Reimbursement will be limited to reasonable costs incurred

18.2 Vehicle Allowance

- (a) An Employee requested by Discovery to use a private vehicle for approved work-related travel shall be paid a vehicle allowance as prescribed at Schedule 3 (Allowances) of this Agreement.
- (b) All work-related travel using a private vehicle must be pre-approved by the Employee's Nominated Supervisor.
- (c) Discovery may elect to hire or provide a company vehicle for the Employee to use instead of paying the travel allowance.
- (d) Vehicle allowance will not be payable for travel to professional development sessions, staff meetings and/or training sessions within 50km of the Employee's ordinary workplace.
- (e) Discovery shall not be liable for any incident, accident or damage sustained to an Employee's private vehicle while undertaking approved or non-approved work-related travel. The vehicle allowance rate includes compensation for running costs, insurance, wear and tear and all other costs associated with running the vehicle.
- (f) The Employee is to submit a travel claim form detailing any approved private vehicle

use with their last time sheet each month. Travel allowance claims will not be back paid.

18.3 Travel Time

- (a) An Employee will be paid for time spent travelling from one work location to another work location, other than travel required to attend professional development or an approved training program.
- (b) An Employee must receive prior approval for all work-related travel giving rise to a travel time claim.
- (c) All approved travel time, whether within the Employee's Ordinary Hours of Work or outside of those hours, will be paid at the Employee's applicable Hourly Pay Rate.

18.4 Excess Fares Allowance

- (a) Where Discovery requires an Employee to temporarily relocate to another Service from their original workplace, Discovery will pay the Employee an allowance as prescribed at Schedule 3 (Allowances) of this Agreement. This allowance is payable to the Employee for each day worked away from the usual place of work to compensate for excess travel.
- (b) This allowance is not payable if:
 - (i) Discovery provides suitable transport free of charge; or
 - (ii) The Employee uses their private vehicle in accordance with Clause 20.2 (Vehicle Allowance) above.

18.5 Cost of Training for Licences, Clearances and / or Certificates

- (a) This clause applies where there is a legislative requirement, or a requirement associated with the Employee's position for an Employee to have one or more of the following licences, clearances, or certificates:
 - First Aid Certificate;
 - Epi Pen and Anaphylaxis;
 - CPR;
 - Asthma;
 - Food Safety Training;
 - Child Safety Training; or
 - Public Passenger Vehicle License.
- (b) Discovery will pay the cost of licences, clearances and/or certificates required in accordance with Clause 20.5(a) above.
- (c) Where Discovery has approved the Employee to undertake training to obtain that particular licence, clearance or certificate referred to in 20.5(a) above, the course costs associated with this training will be met by Discovery, subject to the following:
 - (i) Discovery must approve the training prior to it being undertaken; and
 - (ii) Discovery must approve the training provider providing the training.
- (d) The Employee is responsible for any cost associated with obtaining a Registration to Working with Vulnerable People (RWWVP) or other required occupational licences for the Education and Care Sector.

18.6 Meal Allowance

An Employee required to work overtime for more than two hours without being notified on the previous day or earlier that they be so required to work, will be supplied with a meal/snack from food available on the premises or be given the time/break to return home for a meal if reasonably able to do so.

19 HIGHER DUTIES / SPECIAL PROJECTS ALLOWANCE

An Employee engaged in duties carrying a higher rate than their ordinary classification for two or more consecutive hours within any shift or day will be paid for the time so worked at the relevant higher rate provided that:

- (a) The greater part of the time so worked is spent in performing duties carrying the higher rate;
- (b) An Employee engaged as an ECSE7 (Assistant Director) who is required to undertake the duties of a Director by reason of the Director's absence will not be entitled to payment under this clause unless the Director's absence exceeds two complete consecutive working days;
- (c) An Employee engaged as an ECSE 1.1 to 6.4 who is required to undertake duties of the Director by reason of the Director's non-attendance outside of core hours will not be entitled to payment under this clause;
- (d) An Employee who is required to undertake the duties of another Employee by reason of the latter Employee's absence for the purpose of attending (with pay) an approved training course (including in-service training) will not be entitled to payment under this clause;
- (e) For the purposes of this clause, the duties of an Employee will be determined by reference to this Agreement and the Employee's job description; and
- (f) An Employee who undertakes a special project may receive an additional payment. The additional payment amount is determined by Discovery, after discussions with the Employee.

PART 4 – HOURS OF WORK

20 HOURS OF WORK

20.1 Ordinary Hours of Work

- (a) The ordinary hours of work will either be 38 per week, plus two hours which shall accrue in accordance with Clause 29 (Rostered Days Off), or an average of 38 hours per week over a two-week period.
- (b) By agreement between the Employee and the Employer, the Employee may work no more than 10 Ordinary Hours of Work per day.

20.2 Span of Hours

The Ordinary Hours of Work for all Employees will be between 6.00am and 6.30pm, Monday to Friday.

20.3 Broken Shifts

- (a) An Employee may be required to work two separate shifts in a day ('a broken shift'). Where a broken shift is worked the relevant span of hours will be no greater than 12 hours per day.
- (b) An Employee who works a broken shift will be paid an allowance for each day worked on a broken shift, as prescribed at Schedule 3 (Allowances) of this Agreement.
- (c) A broken shift is a shift where there is at least a minimum of two hours between the periods of work, excluding the lunch break.

20.4 Breaks Between Work Periods

- (a) All Employees will be entitled to a 10 hour rest period between the completion of work on one day and the commencement of work on the next. Work includes any reasonable additional hours or overtime.
- (b) Where an Employee recommences work without having had 10 hours off work the Employee will be paid at overtime rates until such time as they are released from duty for a period of 10 consecutive hours without loss of pay for ordinary hours of work occurring during the period of such absence.
- (c) By agreement between Discovery and an Employee the period of 10 hours may be reduced to not less than eight hours.

21 ROSTERING

21.1 General Requirements

At each Service a roster will be provided that meets the following requirements:

- (a) Each roster will detail the days of work, starting and finishing times and work allocations for each rostered Employee for the relevant roster period;

An Employee's rostered hours may change from week to week by written agreement with Employees to meet changes in Service utilisation and mandated ratio requirements, such agreement may be made by electronic means of communication and must be recorded in the time and wages records; and

- (b) Rosters may be communicated to Employees by electronic means and/or made

available at the relevant Service in hardcopy.

21.2 Work Location Changes

- (a) An Employee may be transferred from one location to another within their rostered hours at the direction of Discovery. An Employee transferring from one location to another during a shift will be paid for the time taken to travel from one location to another in accordance with the requirements of Clause 20.3 (Travel Time).
- (b) Where an Employee is required to permanently transfer to another work location within a 50km radius of the Employee's current work location (other than by mutual agreement) they must be given seven days' notice of the change or paid overtime until seven days have transpired from the date notice was given.

21.3 Unforeseen Circumstances

Where an Employee is required to stay beyond their rostered hours due to unforeseen circumstances and in order to meet regulatory requirements the Employee will be paid their applicable Hourly Pay Rate for the time or if they have worked in excess of eight hours or 10 if agreed, they will be paid in accordance with Clauses 24 (Overtime) and 26 (Time Off In Lieu).

21.4 Emergency and Illness Situations

Discovery may amend an Employee's rostered work hours at short notice if an emergency or external event outside of Discovery's control arises, or if attendance at the Service by children and/or staff is significantly impacted by illness that reduces the operational capacity or utilisation of the relevant Service.

22 OVERTIME

- (a) Overtime means all work performed at the direction of Discovery that is:
 - (i) In excess of eight Ordinary Hours of Work per day, or 10 by agreement if they are part of the Employees ordinary hours of work as described in Clause 22.1;
 - (ii) Outside of the relevant span of hours prescribed at Clause 22.2 (Span of Hours); or
 - (iii) In excess of an average of 38 ordinary hours of work per week, averaged over a two-week period.
- (b) Full-time, Part-time, and Fixed-term Employees may agree to accrue time off in lieu (TOIL) of paid overtime.
- (c) If the Employee requests at any time, to be paid for overtime covered by an agreement under Clause 24(b) above but not taken as time off, Discovery must pay the Employee for the overtime, in the next pay period following the request, at the overtime rate applicable to the overtime when worked.
- (d) Casual Employees will be paid for all overtime worked.
- (e) Any additional hours worked by a Part-time Employee at the direction of Discovery in accordance with Clause 8.3 (Part-time Employment) are compensated at the overtime rate.
- (f) For all overtime, the relevant rate is time and one half (150%) for the first two hours and double time (200%) thereafter.

23 SHIFT WORK

- (a) Employees may undertake evening and early morning shift work.
- (b) The following allowances will be paid on the Employees Hourly Pay Rate for all time undertaken on shiftwork:

Shift	% loading
Early morning	10
Evening	15

24 TIME OFF IN LIEU (TOIL)

24.1 General Requirements

- (a) Full-time, Part-time and Fixed-term Employees may accrue time off in lieu (TOIL) of Overtime by agreement with the Employer.
- (b) Toil accrued if taken, is on an hour for hour basis. For example, an Employee who worked two overtime hours is entitled to two hours' time off.
- (c) The following requirements apply to the accrual and use of TOIL:
 - (i) An Employee must not accumulate more than 38 hours of TOIL at any particular time; and
 - (ii) TOIL may be accrued and taken in conjunction with approved annual leave and long service leave.
- (d) If, on the termination of the Employee's employment, time off for overtime worked by the Employee has not been taken, Discovery must pay the Employee for the overtime at the overtime rate applicable to the overtime when worked.

25 REQUESTS FOR FLEXIBLE WORKING ARRANGEMENTS

25.1 Employee may Request Change in Working Arrangements

Employee may request change in working requirements as per the NES.

25.2 Dispute Resolution

Disputes about whether the Employer has discussed the request with the Employee and responded to the request in the way required by Clause 27 can be dealt with under Clause 48 of this Agreement (Dispute Resolution Procedure).

26 MEAL AND REST BREAKS

26.1 Meal Breaks

- (a) Employees who work continuously for five hours or more during a day will be entitled to an unpaid meal break of not less than 30 minutes or more than one hour. The duration of the unpaid meal break will be dependent on the operational needs of Discovery.
- (b) Employees who are engaged for not more than six hours continuously per shift may be rostered without a meal break, by agreement.
- (c) Where Discovery requires an Employee to remain on the premises during the meal

break, the meal break shall be paid at the Employee's Hourly Pay Rate.

- (d) Where an Employee is required to work through their lunch break in order to maintain staff child ratios on an excursion the meal break shall be paid at the Employee's hourly pay rate. Discovery will endeavour where possible to give the Employee a rest break upon the return from the excursion.
- (e) Where an Employee believes they cannot take their meal break during the relevant shift, the Employee will discuss this in advance with the Responsible Person. An Employee who has not taken a meal break on a particular shift and has not received his/her supervisor's prior approval to miss the relevant break is not permitted to amend his or her working hours to account for the lack of a meal break and will not receive a payment (of any type) in lieu of a meal break that has not been taken.

26.2 Rest Breaks

- (a) An Employee required to work four hours or more on any engagement will be entitled to a paid rest period of 10 minutes. The 10 minute break must be taken at a time that is convenient for the children and other staff in the Employee's room or Service and if legislative requirements are able to be met.
- (b) Provided that an employee working for seven hours or more will be entitled to two such paid rest periods of 10 minutes each unless the employee agrees to forego one of these rest periods.
- (c) The rest break shall not be interrupted.
- (d) No Employee shall leave the premises during the rest break.

27 ROSTERED DAYS OFF

- (a) Full time staff accrue rostered days off ('RDO').
- (b) A Full-time Employee will be rostered to work eight hours a day, five days a week. The RDO system operates as a 19 day month with the 20th day able to be taken as an RDO.
- (c) A Full-time Employee will be paid for 38 of the 40 Ordinary Hours of Work each week with the extra hours being accrued towards their RDO.
- (d) The Employee is entitled to take an RDO when they have sufficient hours accumulated. RDOs are taken at a time mutually convenient to Discovery and the Employee. Employee RDOs will be included in each Service's roster. An Employee may request a change to their rostered RDO, or to accrue an RDO. The Service Director has discretion to approve or reject the Employee's request.
- (e) The Employee may accumulate up to five RDOs to take consecutively at times mutually convenient to Discovery and the Employee.
- (f) Upon termination of employment RDO accrual will be paid out at the Employee's Hourly Pay Rate.
- (g) Where a full-time Employee's accrued RDO falls on a public holiday, they must be allowed to take that RDO at another time.

28 NON- CONTACT TIME

- (a) An Employee appointed by the relevant Service Nominated Supervisor to be

responsible for the preparation, implementation, and evaluation of a developmental program for an individual child or group of children, will be entitled to a minimum of two hours non-contact time per week. The Employee must use the non-contact time for the purpose of planning, preparing, evaluating, and documenting the educational program and child development.

- (b) Wherever possible non-contact time will be rostered in advance.
- (c) An Employee may request additional time, and this may be approved by Discovery depending on the individual circumstances at the time of the request.

29 ATTENDANCE AT COURT

Where it is necessary for an Employee to attend court on behalf of Discovery or on behalf of a Discovery client's, in connection with any matter arising out of or in connection with the care of a child, the time taken will count as time worked.

PART 5 – LEAVE ENTITLEMENTS

30 ANNUAL LEAVE

Annual Leave is provided for in the NES (Division 6 – Annual Leave). Where there is an inconsistency between this Clause and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.

30.1 Entitlement

- (a) For each year of service with Discovery, a Full-time Employee accrues four weeks of paid annual leave.
- (b) The pro-rata annual leave entitlement for Part-time Employees is calculated based on the Part-time Employee's Ordinary Hours of Work.
- (c) Casual Employees do not accrue an entitlement to annual leave.
- (d) An Employee's entitlement to paid annual leave accrues progressively during a year of service according to the Employee's Ordinary Hours of Work, and accumulates from year to year.

30.2 Annual Leave Exclusive of Public Holidays and Other Periods of Leave

- (a) If the period during which an Employee takes paid annual leave includes a public holiday in the region where the Employee is based for work purposes, the Employee is taken not to be on paid annual leave on that public holiday.
- (b) If the period during which an Employee takes paid annual leave includes a period of any other leave (other than unpaid parental leave or unpaid compassionate leave) under this Agreement, or a period of absence from employment under Division 8 of the FW Act (which deals with community service leave), the Employee is taken not to be on paid annual leave for the period of that other leave or absence.

30.3 Requirement to Take Annual Leave at Certain Times

- (a) Discovery may direct an Employee to take annual leave during:
 - (i) The Christmas / New Year period;
 - (ii) The week after Easter;
 - (iii) A proclaimed school holiday period;
 - (iv) The closure of a particular Service for an identified period; and/or
 - (v) When operational requirements require a decrease in hours available to Employees across a Service.
- (b) Discovery may require an Employee to take a period of annual leave during the periods defined by Clause 32.3(a) above by giving the Employee at least one weeks' notice.

30.4 Purchased Leave

- (a) Applications for Purchased Leave may only be approved by the CEO.
- (b) Each application will be dealt with on its merits taking into account the personal needs of the Employee and the needs of the business.

30.5 Leave Payment

- (a) The pay rate for annual leave is the Employee's Hourly Pay Rate at the time the Employee takes leave.
- (b) Annual leave loading is included in the Employee's Hourly Pay Rate.
- (c) Employees taking annual leave will continue to be paid on a fortnightly basis.

30.6 Time of Taking Leave

- (a) An Employee is entitled to take paid annual leave during a particular period if, prior to the Employee being absent from work, the Employee has completed a written leave request and the Employee's supervisor has approved that request.
- (b) An Employee must give Discovery at least 14 days notice in writing of their intention to take annual leave. Discovery may waive this requirement at its discretion. Discovery must not unreasonably refuse a request by the Employee to take paid annual leave.

30.7 Payment for Leave on Termination

An Employee is entitled to payment for untaken annual leave on termination of service.

30.8 Payment in Lieu of Annual Leave

- (a) An Employee may apply for a payment in lieu of annual leave provided that the Employee's remaining annual leave accrual following payment is at least four weeks.
- (b) When considering a request by an Employee for a payment in lieu of annual leave, Discovery may refuse a request where the Employee has not taken at least 10 days of leave (which may be made up of annual leave, long service leave or a combination thereof) in the 12 months immediately preceding the request. Discovery may waive this requirement if the Employee can demonstrate that there is a pressing domestic or financial necessity underpinning their request.
- (c) Each payment in lieu of annual leave must be by separate agreement in writing between the Employee and Discovery. The agreement must:
 - (i) Be signed by the parties (or a parent / guardian if the Employee is under 18 years of age);
 - (ii) State the amount of leave to be cashed out and the payment to be made to the employee for it; and
 - (iii) State the date on which the payment is to be made.

30.9 Excessive Leave Accumulation

- (a) An Employee who has accumulated an annual leave accrual in excess of eight weeks will be deemed to have an excessive leave accrual.
- (b) An Employee with an excessive leave accrual may be required to provide Discovery with a leave management plan detailing how the Employee will reduce their annual leave accrual below the limit provided in Clause 32.9(a) above, in accordance with Clause 32.9(d) below.
- (c) Following a request by Discovery for a leave management plan, the Employee will have four weeks to provide their supervisor with a written leave management plan.
- (d) A leave management plan submitted by an Employee in accordance with Clause 32.9(c) above must specify how much leave will be taken and when that leave is

proposed to be taken. The Employee will be allowed a reasonable timeframe to reduce their leave balance within the limits specified in Clause 32.9(a) above having regard to:

- (i) The number of times the Employee has had their requests for leave rejected;
 - (ii) The Employee's leave balance; and/or
 - (iii) Additional annual leave accrued during the period in which the leave management plan applies shall be addressed as a part of the leave management plan.
- (e) The Employee's leave management plan may be approved by Discovery, amended to account for operational and other requirements, or rejected. Any amendment or rejection of an Employee's leave management plan shall be subject to discussion and negotiation with the Employee in an effort to reach mutual agreement.
- (f) If an Employee fails to provide a leave management plan in accordance with the requirements of Clauses 32.9(a) and (b), or if the Employee and Discovery do not agree in respect to a leave management plan provided in accordance with Clauses 32.9(d) and (e), Discovery may direct the Employee to take leave by giving the Employee a minimum of eight weeks' and not more than 12 months' notice.
- (g) The period of annual leave required to be taken by the Employee at the direction of Discovery cannot result in the Employee having an annual leave accrual of less than six weeks of annual leave at the time that the Employee returns to work.
- (h) The Employer must not require the Employee to take any period of paid annual leave of less than one week.

31 PERSONAL / CARER'S LEAVE

Personal leave is a matter provided for in the NES (Division 7 – Personal / Carer's Leave and Compassionate Leave). Where there is an inconsistency between this clause and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.

31.1 Entitlement

- (a) Personal / carer's leave applies to all Employees, other than Casual Employees.
- (b) For each year of service with Discovery, an Employee accrues 10 days of paid personal / carer's leave.
- (c) The pro-rata personal leave entitlement for Part-time Employees is calculated based on the Part-time Employee's Ordinary Hours of Work.
- (d) Casual Employees do not accrue an entitlement to paid personal / carer's leave.
- (e) An Employee's entitlement to paid personal / carer's leave accrues progressively during a year of service according to the Employee's ordinary hours of work, and accumulates from year to year.

31.2 General Requirements

- (a) An Employee may take paid personal / carer's leave if:
 - (i) The Employee is not fit for work because of a personal illness, or personal injury, affecting the Employee (Personal Leave); or

- (ii) To provide direct care or support to a member of the Employee's Immediate Family, or a member of the Employee's Household, who requires care or support because of (Carer's Leave):
 - a) A personal illness, or personal injury, affecting the member; or
 - b) An unexpected emergency affecting the member.
- (b) An Employee shall not be entitled to paid personal / carer's leave for any period in respect of which he / she is entitled to worker's compensation.
- (c) The notice and evidence requirements as set out in Clause 35 (Notice and Evidence Requirements) must be complied with by the Employee.

31.3 Personal Leave

An Employee who is absent from work because of personal illness, or an injury through accident, is entitled to paid personal leave in accordance with the Employee's rostered hours of work, at the Employee's Hourly Pay Rate.

31.4 Carer's Leave

An Employee may take paid carer's leave to provide care or support to a member of the Employee's Immediate Family or Household Member.

31.5 Family and Domestic Violence Leave

Family and domestic violence leave is provided for in the NES.

31.6 Employee Taken Not to be on Paid Personal / Carer's Leave on a Public Holiday

If the period during which an Employee takes paid personal / carer's leave includes a day or part-day that is a public holiday in the place where the Employee is based for work purposes, the Employee is taken not to be on paid personal / carer's leave on that public holiday.

31.7 Unpaid Carer's leave

- (a) An Employee is entitled to a period of up to two days unpaid carer's leave for each occasion when a member of the Employee's Immediate Family or Household Member, requires care or support during such a period because of:
 - (i) a personal illness, or injury, of the member; or
 - (ii) an unexpected emergency affecting the member.
- (b) An Employee is entitled to unpaid carer's leave only if the Employee complies with the requirements set out in Clause 35 (Notice and Evidence).
- (c) An Employee is entitled to unpaid carer's leave for a particular permissible occasion during a particular period only if the Employee cannot take an amount of any of the following types of paid leave during the period:
 - (i) Paid personal / carer's leave; or
 - (ii) Any other authorised leave of the same type as personal / carer's leave.

31.8 Communicable / Contagious Illness

- (a) If an Employee is suffering from a communicable or contagious illness due to an outbreak at one of Discovery's facilities, an Employee, who contracts a communicable or contagious illness due and takes personal leave due to that illness, is entitled to a maximum of 2 days paid personal leave, per occasion, in accordance

with the provisions of this clause with no reduction in their accrued personal days, under the following conditions:

- (i) The facility is in declared 'lock down' as per the requirements of the relevant state body; and
- (ii) The Employee must have worked at the facility during the declared communicable disease outbreak.

32 COMPASSIONATE LEAVE

32.1 Entitlement to Compassionate Leave

- (a) An Employee is entitled to 5 days of compassionate leave for each occasion (a 'Permissible Occasion') when a member of the Employee's Immediate Family or Household Member:
 - (i) contracts or develops a personal illness that poses a serious threat to his or her life; or
 - (ii) sustains a personal injury that poses a serious threat to his or her life; or
 - (iii) dies.

32.2 Taking compassionate leave

- (a) An Employee may take compassionate leave for a particular permissible occasion if the leave is taken:
 - (i) To spend time with the member of the Employee's Immediate Family or a Household Member who has contracted or developed the personal illness, or sustained the personal injury, referred to in Clause 34.1(a) (Entitlement to Compassionate Leave); or
 - (ii) After the death of the member of the Employee's immediate family or household referred to in Clause 34.1(a) (Entitlement to Compassionate Leave).
- (b) An Employee may take compassionate leave for a particular permissible occasion as:
 - (i) A single continuous five-day period; or
 - (ii) five separate periods of one day each.
- (c) If the permissible occasion is the contraction or development of a personal illness, or the sustaining of a personal injury, the Employee may take the compassionate leave for that occasion at any time while the illness or injury persists.

32.3 Payment for Compassionate Leave (Other Than for Casual Employees)

- (a) If, in accordance with this clause, an Employee, other than a Casual Employee, takes a period of compassionate leave, Discovery must pay the Employee at the Employee's Hourly Pay Rate for the Employee's Ordinary Hours of Work in the period.
- (b) For Casual Employees, compassionate leave is unpaid leave.
- (c) The notice and evidence requirements set out in Clause 35 (Notice and Evidence Requirements) must be complied with by the Employee.

32.4 Extending Compassionate Leave

An Employee may elect to make an application for annual leave or leave without pay to extend compassionate leave.

33 NOTICE AND EVIDENCE REQUIREMENTS

This clause applies to Personal / Carer's Leave and Compassionate Leave.

33.1 Notice

- (a) Employees shall, as soon as possible and at least two hours before the commencement of the shift (unless the Employee establishes that it was not reasonably possible to do so), notify Discovery of his or her inability to attend for duty, and state:
 - (i) The reason for the absence; and
 - (ii) The period, or expected period, of absence.
- (b) Where an Employee has advance notice of an absence, such as a medical appointment or notice of pending surgery, the Employee must apply in advance, and at the earliest opportunity, for Personal / Carer's leave.
- (c) The notification must be made in person or via telephone. Notification via SMS text message, email or an answering machine message is not satisfactory notice. The notification must be acknowledged by the Responsible Person.

33.2 Evidence

- (a) Subject to Clause 35.2(b) below, an Employee may have up to five single personal / carer's leave days per financial year without providing Discovery with a reasonable evidence.
- (b) Discovery will require an Employee to demonstrate to the satisfaction of a reasonable person that they were unable, due to illness or injury, to attend for duty on the day or days for which personal leave is claimed.
- (c) Prior to an Employee returning to work after a period of personal illness or injury, Discovery may require the Employee to provide a medical certificate certifying that the Employee is fit to return to work and perform the inherent requirements of the Employee's position.
- (d) For the purpose of family violence leave, where Discovery requires an Employee to confirm the reason for the absence, the Employee will provide evidence in the form of an agreed document issued by Tasmania Police, a Court, a Registered Medical Practitioner, a Family Violence Support Service or a Lawyer.
- (e) For the purposes of compassionate leave, where Discovery requires an Employee to confirm the reasons for the absence, the Employee will provide evidence that would satisfy a reasonable person in respect to the period of compassionate leave.

34 PUBLIC HOLIDAYS

- (a) Local, State, and National public holidays are observed in accordance with *Statutory Holidays Act 2000* (Tas).
- (b) An Employee is entitled to be absent from work on a day or part-day that is a public holiday, in the Employee's ordinary work location.

- (c) The following days for which a public holiday is proclaimed, will be observed as a public holiday:
 - (i) New Year's Day, Australia Day, Labour Day (however named), Good Friday, Easter Monday, Sovereign's Birthday, Christmas Day and Boxing Day; and
 - (ii) Anzac Day shall be observed in accordance with the relevant *Statutory Holidays Act 2000* (Tas).
- (d) Local statutory holidays will be observed in accordance with the requirements of the *Statutory Holidays Act 2000* (Tas).
- (e) If any other day is substituted by a State Act of Parliament or State proclamation for any of the above public holidays, the day substituted shall be observed.

34.1 Payment for Prescribed Public Holidays

- (a) Employees, other than Casual Employees, who but for a public holiday would be rostered to work on a day that is a public holiday, shall receive payment for a prescribed public holiday paid for the hours they would have ordinarily been rostered to work at the Employee's Hourly Pay Rate.
- (b) A Full-time Employee will accrue eight ordinary hours of work on a public holiday. The Ordinary Hours of Work will be distributed as 7.6 Ordinary Hours of Work to be paid to the Employee at their Hourly Pay Rate and 0.4 hours to be accrued toward an RDO.

34.2 Substitution of Public Holidays by Agreement

By agreement between Discovery and one or more Employees in the relevant workplace or work area, an alternative day may be taken as a public holiday in lieu of any of the prescribed holidays referred to in Clause 36 (c) and (d) above.

35 PARENTAL LEAVE

This clause shall be read in conjunction with, and supplemented by, the provisions of the NES.

- (a) Full-time Employees and Part-time Employees are eligible for paid parental leave when they have completed at least 52 weeks of continuous service prior to the expected date of birth or prior to the date of taking custody of the child. The Employee must have 12 months continuous service after returning from paid parental leave for each subsequent payment.
- (b) An eligible Employee who is the primary carer of the child will be entitled to 8 weeks paid parental leave at the employee's ordinary Hourly Pay Rate.
- (c) Such leave will be paid On a normal fortnightly basis.
- (d) Parental leave without pay does not count as service for incremental purposes. Periods of parental leave on full pay is to be regarded as service for incremental progression.
- (e) An eligible employee who is not the primary carer of the child is entitled to one week of paid parental leave.
- (f) Any period of paid parental leave is included in the maximum of 52 weeks unpaid parental leave.

- (g) A Part-time Employees weeks' pay is the weekly average of paid hours over the preceding three months prior to, the taking of the leave by the employee.
- (h) An Employee who experiences a pregnancy loss at 20 weeks or thereafter is entitled to four 4 weeks paid parental leave.
- (i) An Employee who experiences a pregnancy loss prior to 20 weeks is entitled to access compassionate leave.

35.1 Access to Personal / Carer's leave

- (a) An Employee may, while on a period of special maternity leave prior to the birth of their child, access their personal / carer's leave entitlement.
- (b) An Employee wishing to access paid personal / carer's leave in accordance with Clause 37.1(a) above must provide a medical certificate stating that the Employee is unable to continue work due to a pregnancy related illness.

36 LONG SERVICE LEAVE

36.1 Entitlement

- (a) Employees will be entitled to 8 and 2/3rd weeks paid long service leave after 10 years continuous service with Discovery, and 4 and 1/3rd weeks for each five years of continuous service thereafter.
- (b) All other conditions of long service leave shall be in accordance with the provisions of the *Long Service Leave Act 1976* (Tas).
- (c) An Employee may apply to Discovery for a portion of the long service leave entitlement to be paid out in accordance with the *Long Service Leave Act 1976* (Tas).

36.2 Time of Taking Leave

- (a) An Employee is entitled to take long service leave during a particular period if, prior to the Employee being absent from work, the Employee has completed a written leave request and the Employee's supervisor has approved that request.
- (b) An Employee must give Discovery at least four weeks' notice in writing of their intention to take long service leave. Discovery may waive this requirement at its discretion. Discovery must not unreasonably refuse a request by the Employee to take paid long service leave.

37 COMMUNITY SERVICE LEAVE

Community Service leave, other than Jury Service Leave (Clause 40), shall be in accordance with the NES.

38 JURY SERVICE

38.1 Application

This clause applies if an Employee is absent from the workplace for a period because of jury service; and the Employee is not a Casual Employee.

38.2 Employee to be Paid Hourly Pay Rate

Subject to Clauses 40.3 (Evidence), and 40.4 (Payment for First 10 days of Absence), Discovery will pay the Employee at the Employee's Hourly Pay Rate for:

- (a) If the Employee is a Full-time Employee, the Employee's Ordinary Hours of Work during the Employee's absence on jury service; or
- (b) If the Employee is a Part-time Employee, the Employee's Core Hours of Work during the Employee's absence on jury service.

38.3 Evidence

- (a) Discovery may require the Employee to provide evidence that would satisfy a reasonable person:
 - (i) that the Employee has taken all necessary steps to obtain any amount of jury service pay to which the Employee is entitled; and
 - (ii) of the total amount (even if it is a nil amount) of jury service pay that has been paid, or is payable, to the Employee for the period.
- (b) If, in accordance with Clause 40.3(a), Discovery requires the Employee to provide evidence referred to in that clause:
 - (i) the Employee is not entitled to payment under Clause 40.2 unless the Employee provides the evidence; and
 - (ii) if the Employee provides the evidence - the amount payable to the Employee under Clause 40.2 is reduced by the total amount of jury service pay that has been paid, or is payable, to the Employee, as disclosed in the evidence.

38.4 Payment Only Required for First 10 Days of Absence

- (a) If an Employee is absent because of jury service in relation to a particular jury service summons for a period, or a number of periods, of more than 10 days in total; Discovery is only required to pay the Employee for the first 10 days of absence.
- (b) The evidence provided in response to a requirement under Clause 40.3 need only relate to the first 10 days of absence; and the reference in Clause 40.3(b) to the total amount of jury service pay as disclosed in evidence is a reference to the total amount so disclosed for the first 10 days of absence.

39 UNPAID LEAVE

- (a) An Employee may request a period of unpaid leave due to a non-work-related personal circumstance, illness, or injury. Approval of unpaid leave is at the discretion of Discovery.
- (b) An Employee may apply for a period of unpaid leave of up to three months in any 12-month period.
- (c) In exceptional circumstances, an Employee may request a period of unpaid leave in excess of three months.
- (d) Discovery and the Employee may agree particular conditions to apply to the Employee's contract of employment, including that a failure to return to work, subject to notice by Discovery, may adversely affect the Employee's continued employment with Discovery.
- (e) Discovery may require an Employee to have met certain requirements before approving unpaid leave, including having utilised all available annual leave, long service leave and other leave entitlements as applicable.

- (f) During periods of unpaid leave, paid leave, entitlements (personal / carers leave, annual leave, long service leave) and RDO entitlements do not continue to accrue.

PART 6 – OTHER ENTITLEMENTS

40 PROFESSIONAL DEVELOPMENT AND STUDY SUPPORT

40.1 Professional Development

- (a) Discovery will pay for the cost of professional development training for approved Employees at Discovery's absolute discretion.
- (b) Time spent by an Employee at approved professional development will be paid at the Employee's Hourly Pay Rate if that time is within the span of Ordinary Hours of Work. Time spent by an Employee at approved non-compulsory professional development outside of the span of Ordinary Hours of Work is unpaid.

40.2 Study Support

- (a) Discovery will arrange for the provision of training from a training provider nominated by Discovery to allow approved Employees to obtain the following qualifications:
 - (i) Certificate III in Early Childhood Education and Care;
 - (ii) Diploma of Early Childhood Education and Care; and
 - (iii) Any other relevant formally accredited qualification as approved by Discovery.
- (b) The eligibility criteria and conditions relevant to training provided in this clause (Clause 42.2 Study Support) will be in accordance with Discovery's policy, which does not form part of this Agreement and may be varied at any time by Discovery at its absolute discretion.
- (c) An eligible Employee must enter into an irrevocable Training Agreement with Discovery that includes:
 - (i) A requirement that, if the Employee breaches the conditions of the Training Agreement, fails to complete the qualification, or terminates their employment during the period that the Training Agreement, the Employee is liable and may be required to repay the full cost of the qualification incurred by Discovery; and
 - (ii) Any amount owing by the Employee to Discovery may be recovered by Discovery providing the Employee with at least two weeks' notice that it intends to deduct the arrears amount from the Employee's wages at the next pay day, or over a number of pay days. In circumstances where the Employee does not have sufficient accrued entitlements to satisfy the outstanding amount, the outstanding amount shall become a debt that may be recovered by Discovery.
- (d) Discovery requires each Employee who is completing a qualification to maintain all required records to a standard that will satisfy the relevant regulatory body that the Employee is actively working towards the agreed qualification. Discovery may require an Employee to provide evidence of satisfactory progress from time to time. Discovery may request both the Employee and relevant training provider provide this information.

40.3 Assistance for Tertiary Qualifications

- (a) Discovery supports and encourages Employees to undertake tertiary studies in line with the relevant Professional Development and Training Policy which may be varied at any time by Discovery at its absolute discretion.
- (b) To be eligible for the assistance an Employee must be undertaking an early childhood

teaching degree approved by Australian Children's Education & Care Quality Authority (ACECQA) or relevant regulatory authority.

- (c) An eligible Employee must enter into a Training Agreement with Discovery which will specify the terms of the assistance.
- (d) The Employee who has an approved Training Agreement may apply for paid leave in accordance with Clause 26 (Time off in lieu) and Clause 32 (Annual Leave) to attend training and or practical placements for a relevant ACECQA approved qualification.
- (e) Discovery may require the Employee to provide evidence of satisfactory progress toward their approved qualification from time to time.

40.4 Study Leave

An Employee may apply to Discovery for of up to 12 days paid leave per year for an approved (Tertiary) study program. Approval of each request will be at Discovery's absolute discretion.

41 STAFF MEETINGS, IN-SERVICE TRAINING

Non-compulsory staff meetings and in-service training will be paid at the Employees Hourly Pay Rate for the time spent in training.

42 EMPLOYEE WITH CHILDREN IN CARE BENEFIT

Eligible Employees will be entitled to an incentive payment which will be applied to their personal account with Discovery Early Learning Centres on a regular basis in line with the agreed attendance patterns of their children. All staff are eligible for this benefit, however there are certain eligibility criteria that must be met. The eligibility criteria and particulars of this benefit are detailed in the Staff Children in Care Policy which may be varied at any time by Discovery at its absolute discretion.

43 UNION DELEGATE RIGHTS

- (a) Union delegates or elected workplace representatives, with approval of Discovery Early Learning Centre's and upon application in writing, shall be granted up to five days leave without pay each calendar year to:
 - (i) represent the interests of members at Discovery Early Learning Centres and at times industrial tribunals;
 - (ii) consult with union members and other Employees for whom the delegate is a bargaining representative;
 - (iii) attend union education; and
 - (iv) attend courses conducted by an approved training provider, that are designed to provide skills and competencies that will assist the delegate or workplace representative contribute to the prompt resolution of disputes and or grievances in the workplace.
- (b) It is recognised that union training leave is unpaid. In addition to union training leave, the Employee may elect to utilise other forms of leave in accordance with other terms of this Agreement.

- (c) Any request for leave to attend union training, the Employee must submit their request in writing with 14 days' notice prior to the commencement of the Union training to Discovery Early Learning Centres. Approval of the leave request shall be on the basis that Discovery Early Learning Centres agrees to release the delegate from their normal roster if the delegate was rostered to work during the time of leave.
- (d) The granting of any leave pursuant to this clause shall be subject to Discovery Early Learning Centres being able to make adequate staffing arrangements amongst current Employees during the period of such leave. Discovery Early Learning Centres shall not use this subclause to avoid an obligation under this clause.
- (e) Leave of absence granted pursuant to this clause, shall count as service for all purposes of this Agreement.
- (f) All expenses (such as, travel, accommodation, and meals) associated with or incurred by the Employee attending a training course as provided in this clause shall be the responsibility of the Employee or the Union.

44 ECEC SECTOR-WIDE WAGE INCREASES

- (a) Discovery supports the principle that new standards for employees in the Early Childhood Education and Care (ECEC) sector should be set, including:
 - (i) a publicly funded 25% increase to wages for employees in the ECEC sector; and
 - (ii) Improvements in access to and quality of professional development in the ECEC sector.
- (b) In the event that payments, subsidies or financing, howsoever described, are made available by a Commonwealth or State government entity to fund a wage increase in the ECEC sector or the Children's Services and Early Childhood Education Industry, or to a smaller or different subset of employers and/or employees of which Discovery and/or its Employees are members, Discovery will:
 - (i) do all things necessary to gain access to that funding on behalf of itself and/or its Employees, including, but not limited to:
 - a) making an application for the funding for Discovery and/or the Employees;
 - b) supporting an application made by or on behalf of the Employees or an employee organisation; and/or
 - c) varying the terms of the Agreement;
 - (ii) pay its Employees in full any increases to wages, which are funded by those payments, subsidies or financing, howsoever described.
- (c) For the avoidance of doubt, Discovery will make the payment described in clause 46(b)(ii) to its employees further and in addition to:
 - (i) any amounts payable under this Agreement; and
 - (ii) any increases to amounts payable to employees under this Agreement;
 so that employees receive the greatest benefit possible from any publicly funded increase to wages.
- (d) For the avoidance of doubt any the payment described in clause 46(b)(ii) made to its

Employees will be cost neutral to Discovery. For example, if the wage increase provided was 25% of the Award rate, that is what Discovery will pass on to its Employees, not 25% of the Agreement rates.

45 SAVINGS CLAUSE

Discovery acknowledges that the Fair Work Legislation Amendment (Closing Loopholes) Act 2023 has amended the Act to provide additional rights for workplace delegates. This Agreement must be read in conjunction with any changes to the Act or the Children's Services Award 2010 in relation to workplace delegate rights. Where there is any inconsistency between the workplace/union delegate rights under the Agreement and the workplace delegates rights clause in the Children's Services Award 2010, the inconsistency shall be resolved by applying the more favourable entitlement for the delegate.

46 SPECIAL LEAVE

Discovery understands that Employees may need special leave on occasion due to unforeseen personal circumstances. Discovery at its sole discretion may approve a period of paid special leave for an Employee once requested.

PART 7 – CONSULTATION, FLEXIBILITY AND DISPUTE RESOLUTION

47 CONSULTATION

47.1 Consultation Regarding Major Change

- (a) This clause applies if:
 - (i) Discovery has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise; and
 - (ii) The change is likely to have a significant effect on Employees of Discovery.
- (b) Discovery must notify the relevant Employees of its definite decision to introduce the major change.
- (c) The relevant Employees may appoint a Union or other representative for the purposes of the procedures in this clause.
- (d) If a relevant Employee or Employees appoint a Union or other representative for the purposes of consultation and advise Discovery of the identity of the representative, Discovery must recognise the representative.
- (e) As soon as practicable after making its definite decision, Discovery will:
 - (i) discuss with the relevant Employees (and their appointed representatives):
 - A. the introduction of the change;
 - B. the effect the change is likely to have on the Employees; and
 - C. measures Discovery will take to avert or mitigate the adverse effect of the change on the Employees.
 - (ii) for the purposes of the discussion — provide, in writing, to the relevant Employees and their appointed representatives:
 - A. all relevant information about the change including the nature of the change proposed;
 - B. information about the expected effects of the change on the Employees; and
 - C. any other matters likely to affect the Employees.
- (f) Discovery is not required to disclose confidential or commercially sensitive information to the relevant Employees or their representatives.
- (g) Discovery must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.
- (h) Having satisfied the requirements of Clauses 43(b) to (g) above Discovery will notify affected Employees of any changes to its decision as a consequence of the consultation.
- (i) In this clause, a major change is likely to have a significant effect on Employees if it results in:
 - (i) the termination or redundancy of Employees;
 - (ii) major change to the composition, operation or size of Discovery's workforce or

- to the skills required of Employees;
 - (iii) the elimination, reduction in classification or reduction 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;
 - (vii) the introduction of drug and alcohol policies or security camera use; or
 - (viii) the restructuring of jobs.
- (j) In this clause, relevant Employees means any Employees who may be affected by the proposed major change.

47.2 Consultation - Changes to Rosters or Hours of Work

- (a) Where Discovery proposes to change an Employee's regular roster or Ordinary Hours of Work, Discovery must consult with the Employee or Employees affected and their representatives, if any, about the proposed change. Discovery must:
- (i) Provide the Employee or Employees affected and their representatives, if requested by the Employee, information about the proposed change (for example, information about the nature of the change to the Employee's regular roster or Ordinary Hours of Work and when that change is proposed to commence);
 - (ii) Invite the Employee or Employees affected and their representatives, if nominated by the Employee, to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities); and
 - (iii) Give consideration to any views about the impact of the proposed change that are given by the Employee or Employees concerned and / or their representatives.
- (b) The requirement to consult under this clause does not apply where an Employee has irregular, sporadic or unpredictable working hours.
- (c) These provisions are to be read in conjunction with other Agreement provisions concerning the scheduling of work and notice requirements.

48 FLEXIBILITY ARRANGEMENT

- (a) Discovery and an Employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if the Agreement deals with one or more of the following matters:
- (i) Arrangements about when work is performed;
 - (ii) Wages and salary;
 - (iii) Superannuation; for those Employees who receive above minimum superannuation guarantee payments;
 - (iv) Overtime rates, including staff and parent meetings;
 - (v) Penalty rates; and

- (vi) Allowances;
- (b) The arrangement meets the genuine needs of Discovery and Employee in relation to one or more of the matters mentioned in paragraph 39(a); and
- (c) The individual flexibility arrangement must be genuinely made between Discovery and Employee without coercion or duress.
- (d) Discovery must ensure that the terms of the individual flexibility arrangement:
 - (i) Are about permitted matters under section 172 of the Act;
 - (ii) Are not unlawful terms under section 194 of the Act;
 - (iii) Are about matters that would be permitted matters if the individual flexibility arrangement was an Enterprise Agreement and must not include a term that would be an unlawful term if the individual flexibility arrangement were an Enterprise Agreement; and
 - (iv) Result in the Employee being better off overall than the Employee would be if no arrangement was made.
- (e) Discovery must ensure that the individual flexibility arrangement:
 - (i) Is in writing;
 - (ii) Includes the name of Discovery and the Employee;
 - (iii) Is signed by Discovery and Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee;
 - (iv) Details the terms of the Agreement that will be varied by the arrangement;
 - (v) Details how the arrangement will vary the effect of the terms;
 - (vi) Details 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
 - (vii) States the day on which the arrangement commences.
- (f) Discovery must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- (g) Except as provided in Clause 44(e)(iii) the individual flexibility arrangement must not require the approval or consent of a person other than Discovery and the individual Employee.
- (h) Discovery or Employee may terminate the individual flexibility arrangement:
 - (i) By giving no more than 28 days written notice to the other party to the arrangement; or
 - (ii) If Discovery and Employee agree in writing at any time.

49 DISPUTE RESOLUTION PROCEDURE

Any disputes arising out of the application of the NES or this Agreement will be dealt with according to the procedure set out below.

49.1 General Considerations

- (a) Where a dispute arises, the parties to the dispute will endeavour to promptly settle it in the workplace. The parties to a dispute commit to using every reasonable

opportunity to resolve matters between themselves before proceeding to external dispute resolution.

- (b) At any stage in this dispute resolution procedure, Employees may request the Union or other representative of their choosing (other than a Discovery Manager) to represent them.
- (c) While the parties are trying to resolve the dispute using the procedures in this clause, work must continue normally unless Employees have a reasonable concern about an imminent risk to their health or safety, in which case Employees must comply with a lawful and reasonable direction given by Discovery to perform other available work at the same workplace, or at another workplace.
- (d) Each party to this Agreement will bear its own costs in connection with the Dispute Resolution Procedure.

49.2 Internal Dispute Process

- (a) In the first instance, the dispute will be referred to the Employee's immediate supervisor who will discuss the dispute with the Employee(s) concerned.
- (b) If agreement is not reached after the first step above (Clause 48.2(a)), the Employee(s) concerned (or their representative) may refer the matter to Discovery Management in writing (including the nature of the dispute, the factual basis for the dispute and outcome sought) who will convene a meeting with the Employee(s) concerned and the parties shall attempt to resolve the dispute within the workplace.
- (c) If agreement is not reached after this step, the Employee(s) concerned may refer the matter to the Chief Executive Officer in writing who will convene a meeting with the Employee(s) concerned and the parties shall attempt to resolve the dispute within the workplace.
- (d) If the dispute is not resolved in accordance with Clause 48.2(a) above the dispute must be referred to Discovery Management in accordance with the requirements of Clause 48.2(b) within 14 days or the dispute is deemed to be resolved.

49.3 External Dispute Process

- (a) The dispute may be referred, by either party, to the Fair Work Commission (FWC) who may deal with the dispute by conciliation which includes expressing an opinion or making a recommendation only if:
 - (i) The dispute is not resolved following compliance with the Internal Disputes Process; or
 - (ii) Following discussions with the other party (or their representative), both parties reasonably consider it is not practicable for all of those steps to be completed because of the urgency or nature of the dispute.
- (b) If an application is filed with the FWC the status quo will prevail until conciliation has been completed.
- (c) If an application is not filed within seven working days to the FWC following completion of the steps under Clause 48.2 (Internal Dispute Process), the dispute is deemed to have been resolved and the dispute cannot be referred to FWC.
- (d) If the conciliation process fails to resolve the dispute, then subject to FWC considering that the dispute is genuine and the party has a reasonably arguable case, the dispute

may be referred, by either party, to the FWC within 10 working days for arbitration, otherwise the dispute is deemed to have been resolved.

- (e) At any stage during conciliation and prior to arbitration the FWC may make any directions it considers appropriate including but not limited to the proper characterisation of the dispute and the status quo to apply in relation to the dispute which will be without prejudice to either party in arbitrating the dispute.
- (f) If the FWC arbitrates the dispute, it may use the powers that are available to it under the Fair Work Act and make a determination that is binding on the parties.
- (g) The parties may appeal in full any decision arising from arbitration as if it were a decision under the Act. Any decision of a full bench of the FWC on appeal will be final and binding on the parties and will be by way of review.

SIGNATORIES

Executed as an Agreement

SIGNED for and on behalf of	
J&L Enterprises Pty Ltd, trading as Discovery Early Learning Centres	Signed: <u><i>J Walsh</i></u>
	Date: <u>20/6/24</u>
Signatory name, address, and authority to sign:	
Name & Address:	Authority to sign on behalf of
<u>Joanne Walsh</u>	J&L Enterprises Pty Ltd:
<u>185 Upper Maud Street Ulverstone, TAS.</u>	<u>CEO</u>

SIGNED for and on behalf of the	
EMPLOYEES TO THIS AGREEMENT	Signed: <u><i>M Rolls</i></u>
	Date: <u>20/6/24</u>
Signatory name, address, and authority to sign:	
Name & Address:	Authority to sign on behalf of Employees:
<u>MELISSA ROLLS</u>	<u>Employee Bargaining</u>
<u>81 View Road, Burnie</u>	<u>Representative</u>

SCHEDULE 1 – CLASSIFICATION STRUCTURE

1. Classifications

Employees will be classified according to the classification structure and definitions contained in this Schedule.

2. Progression

- (a) Unless otherwise specified within a relevant Classification Level, progression from one pay point to the next within a classification level is not automatic and is subject to:
 - (i) Competency at the existing level;
 - (ii) For permanent Full-time and Part-time Employees, completion of 12 months satisfactory performance at the existing level (required time for progression);
 - (iii) For Casual Employees, completion of 24 months satisfactory performance at the existing level (required time for progression);
 - (iv) For all Employees, attendance at a minimum of 10 hours of in-service training, professional development or compulsory staff meetings within the preceding 12-month period; and
 - (v) Demonstration of skills and competencies necessary for advancement to the next pay point within the classification level.
- (b) Where an Employee is deemed not to have met the required competency at their existing level at the time of the appraisal, progression may be deferred for a period of three months provided that:
 - (i) The Employee is notified in writing of the reasons for the deferral;
 - (ii) The Employee has, in the previous 12 months, been provided with the training necessary to attain the higher pay point; and
 - (iii) Following the deferral, the Employee is provided with the training necessary to advance to the next level.
 - (iv) If training is provided in accordance with Clause 2(b)(iii) above, and the Employee is still unable to achieve the standard required to progress, Discovery may implement a performance improvement program in respect to that Employee.
- (c) An Employee whose progression from one pay point to the next has been refused or deferred may invoke the provisions of Clause 45 (Dispute Resolution Procedure). If the resolution results in the advancement being granted, any increase in wages will be backdated to the relevant anniversary date.

3. Classification Levels

- (a) The following classifications apply to Discovery Employees.
- (b) Employee's classified in the Education and Care Services Employee classifications undertake duties related to the education and care of children within Discovery Early

Learning Centres.

- (c) Employees classified in the Education Support Employee classifications undertake duties that support or are ancillary to the operations of Discovery Service.

Classification Level	Description
<i>Education and Care Services Employee</i>	
ECSE Level 1.1	An Employee at this level is unqualified. The Employee may be studying toward a formal qualification.
ECSE Level 1.2	An Employee at this level has completed a relevant qualification at the Certificate II level or has completed their required time at the Level 1.1 classification.
ECSE Level 2.1	An Employee at this level has completed a relevant qualification at the Certificate III level.
ECSE Level 3.1	An Employee at this level has completed a relevant Diploma qualification.
ECSE Level 4A.1	Employee at this level has not completed a qualification required for a Level 4.1 Employee but performs the same duties as a Level 4.1 Employee.
ECSE Level 4.1	An Employee at this level has completed a relevant Diploma qualification and is appointed to be in charge of a room or group of children.
ECSE Level 5.1	An Employee at this level has completed a relevant Advanced Diploma qualification.
ECSE Level 5.3	An Employee at this level has completed a relevant Advanced Diploma qualification and is appointed to be in charge of a room or group of children.
ECSE Level 6-1 – 6.4	An Employee at this level has completed a relevant and approved Degree qualification and is appointed as the Early Childhood Teacher. Teachers will begin at the following classification levels; <ul style="list-style-type: none"> (a) Graduate Teacher and those holding provisional or conditional accreditation / registration is classified as at Level 6.1. (b) Teacher with proficient accreditation/ registration or equivalent is classified as at

Classification Level	Description
	<p>Level 6.2 (1st Yr).</p> <p>(c) Teacher with 3 years satisfactory teaching service at level 6.2 is classified as at Level 6.3 (4th Yr).</p> <p>Teacher with 3 years satisfactory teaching service at level 6.3 is classified as at Level 6.4 (7th Yr).</p>
ECSE Level 7.1	An Employee at this level has completed a relevant Diploma and has been appointed as an Assistant Director.
ECSE Level 7.4	An Employee at this level has completed a relevant Advanced Diploma and has been appointed as an Assistant Director.
ECSE Level 8	An Employee at these levels has completed a relevant degree, or a 3 or 4 year Early Childhood Education qualification, or a relevant Advanced Diploma, or a relevant Diploma and has been appointed as a Director at a Centre with up to 39 utilised LDC places.
ECSE Level 9	An Employee who has completed the same qualifications as an Employee at Level 8; and is appointed as a Director at a Centre with between 40 and 59 utilised LDC places
ECSE Level 10	An Employee who has completed the same qualifications as an Employee at Level 9; and is appointed as a Director at a Centre with between 60 and 74 utilised LDC places.
ECSE Level 11	An Employee who has completed the same qualifications as an Employee at Level 10; and is appointed as a Director at a Centre with between 75 and 84 utilised LDC places.
ECSE Level 12	An Employee who has completed the same qualifications as an Employee at Level 11; and is appointed as a Director at a Centre with greater than 85 utilised LDC places.
<i>Education Support Employee</i>	
ESE Level 1.1	An Employee at this level performs general duties that do not require a qualification and are not directly

Classification Level	Description
	<p>related to the care and education of children.</p> <p>An indicative position for this level includes kitchen, maintenance, groundskeeper, driving, cleaning, and administrative staff.</p> <p>An Employee who commences at Level 1.1 will progress to Level 1.2 after completing 12 months in the role or after achieving a relevant Certificate II qualification.</p>
ESE Level 2.1	<p>An Employee at this level has completed a relevant Certificate III or IV qualification and performs duties that are not directly related to the care and education of children.</p> <p>An indicative position for this level includes kitchen, maintenance, groundskeeper, and administrative staff.</p>
ESE Level 2.4	<p>An employee at this level has completed a relevant qualification and is employed as the qualified Chef, responsible for menu planning, ordering and food safety requirements.</p>
ESE Level 3.1	<p>An employee at this level has completed a relevant qualification consistent with the specific managerial role and responsibilities and is employed in a management position.</p>

SCHEDULE 2 – PAY SCHEDULE

PAY SCHEDULE: Discovery Early Learning Centres Enterprise Agreement 2024 (1 July 2024, Draft)						
	Applicable Award Level	Classification Level	Ordinary Rate	Permanent Staff 5% Inc	Educational Leader*	Casual Staff
Unqualified or studying towards Certificate III Certificate II or 12 months at 1.1	Level 1.1	CSE Level 1.1	\$23.11	\$24.62		\$29.12
	Level 2.1	CSE Level 1.2	\$23.94	\$25.56		\$30.16
	Level 2.2	CSE Level 1.3	\$24.73	\$26.45		\$31.16
Certificate III	Level 3.1	CSE Level 2.1	\$26.18	\$28.03		\$32.99
	Level 3.2	CSE Level 2.2	\$27.09	\$28.99		\$34.13
	Level 3.3	CSE Level 2.3	\$27.94	\$29.91		\$35.20
	n/a	CSE Level 2.4		\$30.81		\$36.20
Diploma Qualified Educator	Level 3.4	CSE Level 3.1	\$28.48	\$31.56	\$33.71	\$37.14
	n/a	CSE Level 3.2		\$32.35	\$34.50	\$37.14
	n/a	CSE Level 3.3		\$33.16	\$35.31	\$37.14
	n/a	CSE Level 3.4		\$33.99	\$36.14	\$37.14
	n/a	CSE Level 3.5		\$34.84	\$36.99	\$37.14
In Charge of a room / program without a qualification	Level 4A.1	CSE Level 4A.1	\$27.94	\$29.91	\$32.05	\$35.20
	Level 4A.2	CSE Level 4A.2	\$28.33	\$30.33	\$32.47	\$35.70
	Level 4A.3	CSE Level 4A.3	\$28.72	\$30.74	\$32.88	\$36.19
	Level 4A.4	CSE Level 4A.4	\$29.12	\$31.18	\$33.33	\$36.69
	Level 4A.5	CSE Level 4A.5	\$29.51	\$31.68	\$33.73	\$37.18
In charge of room / program with a Diploma	Level 4.1	CSE Level 4.1	\$30.84	\$35.15	\$37.30	\$38.86
	Level 4.2	CSE Level 4.2	\$31.32	\$35.47	\$37.62	\$39.46
	Level 4.3	CSE Level 4.3	\$31.78	\$35.78	\$37.93	\$40.04
	n/a	CSE Level 4.4		\$36.10	\$38.25	n/a
	n/a	CSE Level 4.5		\$36.41	\$38.56	n/a
Advanced Diploma	n/a	CSE Level 5.1		\$35.71	\$37.86	n/a
Advanced Diploma in charge of a Room / Program	n/a	CSE Level 5.2		\$37.32	\$39.47	n/a
Graduate Teacher and those holding provisional or conditional accreditation / registration.	Level 1	CSE Level 6.1	\$35.41	\$37.92	\$40.07	\$44.62
Teacher with proficient accreditation/ registration or equivalent.	Level 2	CSE Level 6.2 (1st Yr)	\$38.71	\$41.46	\$43.61	\$48.77
Teacher with 3 years satisfactory teaching service at level 6.2	Level 3	CSE Level 6.3 (4th Yr)	\$42.13	\$45.12	\$47.27	\$53.08
Teacher with 3 years satisfactory teaching service at level 6.3	Level 4	CSE Level 6.4 (7th Yr)	\$45.57	\$48.81	\$50.95	\$57.42
Assistant Director	Level 5.1	CSE Level 7.1	\$32.25	\$36.83	\$38.97	\$40.64
	Level 5.2	CSE Level 7.2	\$32.72	\$37.38	\$39.52	\$41.23
	Level 5.3	CSE Level 7.3	\$33.18	\$37.94	\$40.09	\$41.81
Assistant Director with Advanced Diploma	Level 5.4	CSE Level 7.4	\$33.30	\$38.51	\$40.65	\$41.96
Centre Director Level 1 up to 39 utilised places*	Level 6.1	CSE Level 8.1	\$37.19	\$39.81		\$46.86
	Level 6.2	CSE Level 8.2	\$37.66	\$40.31		\$47.45
	Level 6.3	CSE Level 8.3	\$38.12	\$40.80		\$48.03
Centre Director Level 2 between 40 and 59 utilised places*	Level 6.4	CSE Level 9.1	\$38.54	\$42.33		\$49.82
	Level 6.5	CSE Level 9.2	\$38.90	\$42.71		\$50.27
	Level 6.6	CSE Level 9.3	\$40.38	\$43.23		\$50.88
Centre Director Level 3 between 60 and 74 utilised places*	Level 6.7	CSE Level 10.1	\$40.86	\$43.74		\$51.48
	Level 6.8	CSE Level 10.2	\$41.33	\$44.24		\$52.08
	Level 6.9	CSE Level 10.3	\$41.79	\$44.74		\$52.66
Centre Director Level 4 between 75 and 84 utilised places*	n/a	CSE Level 11.1		\$45.18		n/a
	n/a	CSE Level 11.2		\$45.63		n/a
	n/a	CSE Level 11.3		\$46.09		n/a
Centre Director Level 5 over 85 utilised places*	n/a	CSE Level 12.1		\$47.01		n/a
	n/a	CSE Level 12.2		\$47.48		n/a
	n/a	CSE Level 12.3		\$47.95		n/a
Education Support Staff	Level 1.1	ESS Level 1.1	\$23.11	\$24.62		\$29.12
	Level 2.1	ESS Level 1.2	\$23.94	\$25.56		\$30.16
	Level 2.2	ESS Level 1.3	\$24.73	\$26.45		\$31.16
Qualified Education Support Staff	Level 3.1	ESS Level 2.1	\$26.18	\$28.03		\$32.99
	n/a	ESS Level 2.2		\$28.87		n/a
	n/a	ESS Level 2.3		\$29.74		n/a
Responsibility Level 1	n/a	ESS Level 2.4		\$31.82		n/a
Responsibility Level 2		ESS Level 2.5		\$33.00		n/a
Responsibility Level 3		ESS Level 2.6		\$34.17		n/a
Responsibility Level 4		ESS Level 2.7		\$35.35		n/a
Management Staff	n/a	ESS Level 3.1		\$38.82		n/a

* Utilised places is calculated as the sum of the utilised LDC places and 50% of the utilised OSHC places if applicable.

* Permanent Educators appointed as an Educational Leader are paid an additional \$2.15 per hour (\$4,263.32 per year, pro rata)

SCHEDULE 3 – ALLOWANCES

Allowance type	Rate
Vehicle allowance	96 cents per kilometre
Excess fares allowance	\$16.28 per day
Broken shift allowance	\$19.00 per day