

**PENNANT HILLS WAR MEMORIAL CHILDREN'S CENTRE ASSOCIATION INC.**

**TEACHERS' COLLECTIVE AGREEMENT 2024**

## **Clause 1. Title**

This Agreement shall be known as the Pennant Hills War Memorial Children's Centre Association Inc. Teachers Collective Agreement 2024.

## **Clause 2. Arrangement**

This Agreement is arranged as follows:

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Signing Page

### **Schedule 1**

Salaries and Allowances

### **Clause 3. Application and Relationship with Awards and Certified Agreements**

- 3.1. This Agreement binds
- (a) Pennant Hills War Memorial Children's Centre Association Inc. (ABN 85 129 536 549)
  - (b) The employees
- In respect of all work done by Teachers (including Casual, Temporary and Part time teachers for the centre.
- 3.2 To remove any uncertainty this Agreement wholly displaces and operates to the exclusion of all awards and other agreements that would otherwise apply to teachers whose employment is regulated by the provisions of this Agreement, provided that the Agreement will be read and interpreted in conjunction with the National Employment Standards (NES). Where there is an inconsistency between this Agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.
- 3.3 This Agreement applies only to qualified teachers and teacher directors employed at the centre.

### **Clause 4. Date and Period of Operation**

- (a) This Agreement shall nominally expire three years after the commencement date. Following the nominal expiry date, this Agreement will remain in force until it is replaced.
- (b) As soon as practicable after the commencement date of this agreement, the Employer will pay each Employee the difference (if any) between the rates provided in this Agreement, and the amount actually received by the Employee for the relevant period. This Agreement provides rates of pay for Employees which are applicable from the first full pay period on or after 1 February 2023.

### **Clause 5. No Extra Claims**

During the term of this Agreement, the Union and employees covered by this Agreement undertake not to pursue any extra claims with the exception of test case decisions of the Fair Work Commission against the employer including:

- (a) Increases in wages or allowances other than those provided for in this Agreement;
- (b) Improvements in any terms or conditions of employment other than changes that are consistent with the terms of this Agreement
- (c) Changes in any other conditions of employment except where the change is by way of formal variation by the Fair Work Commission

- (d) Taking any industrial action, bans or limitations whatsoever which prejudices continuity of service delivery in support of extra claims, for the duration of this Agreement.
- (e) Change in any other conditions of employment except where, changes are agreed and the change is by way of formal variation by the Fair Work Commission.

## **Clause 6. Anti-Discrimination**

The centre and its staff agree to ensure that the workplace is non-discriminatory and there shall be no discrimination including discrimination based on race, sex, marital status, disability, sexuality, transgender identity or age.

## **Clause 7. Variation of the Agreement**

7.1 The parties may vary this Agreement by consent, in accordance with the relevant provisions of the Fair Work Commission to:

- (a) Ensure that the terms of this Agreement continue to be appropriate to meet operational requirements, the needs of clients and employees and are consistent with the delivery of optimum levels of productivity and service delivery.
- (b) Provide for legislative change.
- (c) Remove redundant provisions, terms and conditions of employment as agreed from time to time.

7.2 Any variation shall be subject to the provisions and requirements as are required for the approval of this Agreement by the Fair Work Commission.

## **Clause 8. Definitions:**

For the purposes of this Agreement,

- (a) **"ACECQA"** means the Australian Children's Education and Care Quality Authority.
- (b) **"Act"** means the *Fair Work Act 2009 (Cth)*;
- (c) **"Agreement"** means the Pennant Hills War Memorial Children's Association Teachers Collective Agreement 2024.
- (d) **"Casual Teacher"** means a teacher engaged as required by the employer for up to 20 working days in any one period of employment. Provided that the

period may be extended as required by the employer if the employer has been notified that the permanent teacher will be absent beyond the 20 day period.

- (e) **"Director"** means the teacher who is responsible for the day to day operation and management of the 63 place service. The Director will be a non-teaching position but the director will relieve staff, or organise staff relief to cover staff absences in the room as necessary.
- (f) **"Educational Leader"** means the Teacher designated to lead the development and implementation of the educational program in the service.
- (g) **"Employer"** means Pennant Hills War Memorial Children's Association Inc. (ABN 85 129 536 459).
- (h) **"Full-time Teacher"** means any teacher other than a casual, temporary, or who is employed to work 38 hours per week.
- (i) **"NES"** means the National Employment Standards. Where there is an inconsistency between the terms of this Agreement and the National Employment Standards (NES), and the NES provision provides a more beneficial entitlement to an employee, the NES provision will apply to the extent of the inconsistency
- (j) **"NESA"** means the NSW Education Standards Authority.
- (k) **"Nominated Supervisor"** means the person nominated as Nominated Supervisor as per the Educational and Care Services National Law Act 2010. Under this agreement, the Director is also the "Nominated Supervisor".
- (l) **"Responsible Person"** means a teacher who has been appointed under the Education Care and Services National Law Act 2010 who is in day to day charge of the service, and will at times replace the Director in the Director's absence.
- (m) **"Part-time Teacher"** means any teacher who is engaged to work a constant number of hours each week which is less than 38 hours per week but not more than 32 hours per week.
- (n) **"Proficient accreditation"** means accreditation as a proficient teacher by NESA.
- (o) **"Pro rata"** means the calculation of a proportionate amount that a part time teacher works as comparison to a full-time employee.
- (p) **"Preschool terms weeks"** means the NSW Department of School Education gazetted school terms.
- (q) **"Teacher"** means any person employed as such in the Preschool.
- (r) **"Teacher Qualifications Means":** "
  - i. **"Five year trained teacher"** means a teacher who has completed a degree in education or early childhood education that requires four years of full-time study at an Australian university and in

addition has completed a postgraduate degree at an Australian university requiring at least one year of full-time study, or the equivalent as determined by the National Office of Overseas Skills Recognition, or the relevant State or Territory teacher registration authority, or in the case of early childhood teachers the relevant licensing and accreditation authority.

- ii. **“Four year trained teacher”** means a teacher who has completed a degree in education or early childhood education that requires four years of full-time study at an Australian university or the equivalent as determined by the National Office of Overseas Skills Recognition, or the relevant State or Territory teacher registration authority, or in the case of early childhood teachers the relevant licensing and accreditation authority.
  - iii. **“Three year trained teacher”** means a teacher who has completed a degree in education or early childhood education that requires three years of full-time study at an Australian university or the equivalent as determined by the National Office of Overseas Skills Recognition, or the relevant State or Territory teacher registration authority, or in the case of early childhood teachers the relevant licensing and accreditation authority.
- (s) **“Temporary Teacher”** means a teacher employed to work full-time or part-time for a specified period, which is not more than 12 months year but not less than 20 days. Provided that a teacher may be employed for a specific period in excess of a full year but not more than two full years where such a teacher is replacing a teacher who is on leave for a specified period in excess of a full year. A Temporary teacher must be advised in writing prior to appointment that it is a temporary position, the expected length of the appointment and the reason why it is temporary.
- (t) **“Union”** means the Independent Education Union of Australia.

## **Part B Classification and Rates of Pay and Related Matters**

### **Clause 9. Salaries and Rates of Pay**

- 9.1 The minimum hourly rates payable to Full time Teacher and Teacher Directors shall be set out in Table 1 of Schedule 1 – Rates of Pay and Allowances. The annual rate is in Table 2 of Schedule 1. To obtain an hourly rate the annual salary is divided by 52.14 to get a weekly rate then divided by 38 to get an hourly rate.
- 9.2 The minimum annual hourly rate of Allowances shall be set out in Table 3 and Table 4 of Schedule 1 – Rates of Pay and Allowances.

### **Clause 10. Classification**

#### **10.1 Classification on appointment**

On appointment, an employee will be classified according to the criteria set out in subparagraphs a.-e. below, and paid in accordance with Schedule 1 of Table 1:

- (a) **Level 1** - Graduate Teacher and all other teachers (as defined) including those holding provisional or conditional accreditation/registration;
- (b) **Level 2** – A Teacher with proficient accreditation/registration or equivalent;
- (c) **Level 3** – A Teacher with proficient accreditation/registration or equivalent after 3 years' satisfactory teaching service at Level 2;
- (d) **Level 4** – A three year Trained Teacher with proficient accreditation/registration or equivalent after 3 years' satisfactory teaching service at Level 3;
- (e) **Level 4.1** – A four year trained Teacher with proficient accreditation/registration or equivalent after 3 years' satisfactory



teaching service at Level 3. This level is only applicable to this Enterprise Agreement and in all future agreements, both 3 and 4 year trained teachers will be classified as Level 4;

- (f) **Level 5** – A teacher with highly accomplished / lead teacher accreditation / registration or equivalent.

### 10.3 Duties of an employee

The duties of a teacher may include in addition to teaching, activities associated with administration, review, development and delivery of educational programs and co-curricular activities.

### 10.4 Recognition of previous service

- (a) For the purpose of this Agreement **teaching service** does not include employment as a teacher in a TAFE program (unless the teacher is employed to teach a Vocational and Educational Training (VET) program) or in an English Language School.

I. Service as a part-time teacher will normally accrue on a pro rata basis according to the percentage of a full-time teaching load undertaken in any year; provided that where the hours are more than 90% of a full-time load, service will count as a full-time year.

II. In the case of a casual employee, the equivalent of a full-time year of teaching service is 200 full casual days in Australian schools.

III. In the case of an early childhood/preschool teacher, the following will count as service:

- (b) teaching experience in preschools, kindergartens, multi-purpose centres, early intervention services, long day care centre and other similar services;
- (c) teaching experience of children from four to eight years (or in the infant's department) of a school registered and/or accredited under the relevant authority in each state or territory;
- (d) service as a lecturer in early childhood education or child development, as a child development officer or equivalent; and
- (e) service as a diploma qualified childcare worker, at the rate of one year for every three years' service up to a maximum of four years.

### 10.5 Transition to new classification structure

Notwithstanding clause 10.1, Employees who were employed immediately prior to the commencement of this Agreement will be classified in accordance with the following table, except where classification pursuant to clause 10.1 would result in the employee being classified at a higher level:

<b>Old Classification</b>	<b>New Classification</b>
3 Year Trained Step 1	Level 1
3 Year Trained Step 2	Level 1

3 Year Trained Step 3	Level 1 Level 2
3 Year Trained Step 4	Level 2
3 Year Trained Step 5	Level 2 Level 3
3 Year Trained Step 6	Level 3
3 Year Trained Step 7	Level 3
3 Year Trained Step 8	Level 3 Level 4
3 Year Trained Step 9	Level 4
3 Year Trained Step 10	Level 4
3 Year Trained Step 11	Level 4
4 Year Trained Step 1	Level 1
4 Year Trained Step 2	Level 1
4 Year Trained Step 3	Level 1 Level 2
4 Year Trained Step 4	Level 2
4 Year Trained Step 5	Level 2
4 Year Trained Step 6	Level 2 Level 3
4 Year Trained Step 7	Level 3
4 Year Trained Step 8	Level 3
4 Year Trained Step 9	Level 3 Level 4

## 10.6 Evidence of Qualifications

- (i) On engagement, the employer may require that the employee provide documentary evidence of qualifications and teaching experience. If an employer considers that the employee has not provided satisfactory evidence, and advises the employee in writing to this effect, then the employer may decline to recognise the relevant qualification or experience until such evidence is provided. Provided that the employer will not unreasonably refuse to recognise the qualifications or teaching experience of an employee.
- (ii) Where an employee has completed further teaching experience with another employer (for example during unpaid leave) or additional qualifications after commencement of employment they will be entitled to be classified accordingly and back paid from the date of completion of the experience or qualifications, provided the employee provided satisfactory evidence to the employer within three months of completion. In all other cases the employee will be classified and paid from the date satisfactory evidence is provided.

## **Clause 11. Allowance's and Mentoring of Provisionally or Conditionally accredited teachers.**

### 11.1 Director's Allowance

- (a) A teacher who is appointed as a Director as defined in clause 8(e) shall be paid, in addition to the amounts payable in Table 1 of Schedule 1, an allowance for a Director as set out in Table 3 of Schedule 1.
- (b) The level of allowance shall be determined by the licensed places at the centre. At the time of the making of this agreement the preschool is licensed for 63 children.
- (c) A Part-time Teacher who is appointed as a Director as defined in clause 8(e) shall be paid, in addition to the amounts payable pursuant to clause 9 Salaries, an allowance in accordance with Table 3 of Schedule 1 – Rates of Pay and Allowances, on a proportionate basis to the hours they work.

### 11.2 Responsible Person's Allowance

Any Teacher who is a designated Responsible Person, required by the Employer to act as Director or Responsible Person for 8 hours or more shall be paid an allowance at the rate prescribed in Schedule 1, Table 4, for all hours worked as the Responsible Person, in addition to the amounts payable pursuant to clause 9. For the sake of clarity, the Responsible Person's Allowance is payable when an employee is appointed to the position for at least 8 hours but less than 10 days is set out in Table 4. When the employee who is appointed as the Responsible for 10 days or more they will be paid the Director's Allowance as set out in Table 3.

Provided that a Teacher shall not be required to carry out such duties in an acting capacity for more than a full year except that a Teacher may be required to carry out such duties for up to two full years where such a Teacher is replacing a Director who is on leave for a specified period in excess of a full year.

### 11.3 Educational Leader's Allowance

- (a) A Full-time or Part-time Teacher who is appointed as an Educational Leader as defined in clause 8(f) shall be paid, in addition to the amounts payable pursuant to clause 9, an educational leader's allowance of \$4253.32 per annum.
- (b) The Educational Leader's Allowance is paid for all purposes including, but not limited to, annual leave, annual leave loading, long service leave, personal/carers leave, severance pay and on termination.
- (c) The Educational Leader's Allowance is payable in addition to any other Allowance payable under clause 11.1 or 11.2.

- (d) Where an employee is required to act as Educational Leader for less than 5 days per week, the annual allowance prescribed by clause 11.3(a) will be payable on a pro rata basis calculated by reference to the number of days per week the employee is required to act as Educational Leader.

#### 11.4 Mentoring Provisionally or Conditionally Accredited Teachers

- (a) The employer will assign a Mentor to support Provisionally or Conditionally Accredited (Graduate) Teachers to assist in achieving accreditation.
- (b) Provisionally or Conditionally Accredited Teachers and their Mentors will meet for 1 hour per week. Where the meeting is unable to be accommodated during ordinary hours, the Provisionally or Conditionally Accredited (Graduate) Teacher and their Mentor will be paid the appropriate hourly rate set out in Schedule 1 Table 1. The purpose of the meeting is to, amongst other things, discuss the Graduate's progress in meeting the Proficient Teacher standard and provide support/guidance with planning and programming.
- (c) It is the Graduate teacher's responsibility to achieve accreditation at the level of proficient teacher within the required timeframes. The Mentor and Graduate Teacher should notify the Director if they believe accreditation will not be obtained within the legislated timeframes.

#### **Clause 12. Part-Time Teachers**

- (a) A Part-time Teacher, including a temporary Part-time Teacher, shall be paid at the same rate as a Full-time Teacher with the corresponding classification, but in that proportion which the Teachers normal working hours bear to the hours which a Full-time Teacher at that Centre is normally required to work. For the purpose of this calculation, the normal working hours of a Full-time Teacher shall not be greater than 38 hours per week plus two additional hours at ordinary rates (see clause 18 Hours of Work).

The days of attendance and normal hours of work of a Part-time Teacher may be varied or increased at any time by mutual agreement between the Employer and the Teacher. Such agreement will not be unreasonably withheld by either party. Provided that the employer may vary the hours and days of attendance if the position is reliant on funding and there has been changes to the funding of the position. The employer must provide the employee with four weeks notice for any changes to days of attendance or hours.

- (b) A part time teacher who fills in for a teacher who is absent will be paid their normal rate of pay for the additional hours that they work for up to 38 hours per week plus two additional hours at ordinary rates.

#### **Clause 13. Casual Teachers**

- 13.1 The rates of pay for a Casual Teacher are set out in Table 6 of Schedule 1 and are inclusive of any entitlements to annual leave.
- 13.2 The minimum hourly rate for Casual Teachers shall be calculated by taking the relevant hourly rate as shown in Table 1 Schedule 1 and as calculated in clause 9.1 and adding a loading of 25%.
- 13.4 The minimum payment for Casual Teachers shall be two hours for any one engagement.

#### **Clause 14. Travelling Expenses**

- (a) Where a Teacher is required to use his or her vehicle in connection with the Teacher's employment other than for journeys between home and the place of employment, the Teacher shall be paid an allowance of \$0.96 per kilometre with a maximum of 400km per week of travel for motorcar use, and \$0.32 per kilometre with a maximum of 400km per week of travel for motorcycle use. This allowance will be changed to reflect any increase in the rates in the relevant modern award .
- (b) Travelling and other out of pocket expenses reasonably incurred by a Teacher in the course of duties required by the Employer shall be reimbursed by the Employer.

#### **Clause 15. Payment of Any Monies and Overpayments**

##### **15.1 Payment of Any Monies**

The salary payable to any teacher pursuant to this clause, shall be payable fortnightly by cash, cheque or Electronic Funds Transfer into an account nominated by the teacher. Casual teachers may, by mutual agreement, be paid in the same manner as full-time teachers.

##### **15.2. Overpayments**

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

#### **Clause 16. Salary Packaging**

- 16.1 The employer may offer salary packaging in respect of the employee's annual remuneration including allowances. Neither the Employer nor the employee may be compelled to enter into a salary packaging agreement.
- 16.2 Salary packaging shall mean that the employee will have part of their annual remuneration including allowances packaged into a fringe benefit which does not constitute a direct payment to the employee but is payable to a bona fide third party.
- 16.3 The terms and conditions of such a package shall not, when viewed objectively, be less favourable than the entitlements otherwise available under this Agreement and shall be subject to the following provisions:
- (a) The employer shall ensure that the structure of any agreed remuneration package complies with taxation and other relevant legislation;
  - (b) Where there is an agreement to salary package, the agreement shall be in writing and made available to the employee;
  - (c) The employee shall have access to details of the payments and transactions made on their behalf. Where such details are maintained electronically, the employee shall be provided with a printout of the relevant information, or if maintained manually, on request;
  - (d) The employer has the right to vary or withdraw from a salary packaging agreement and/or withdraw from offering salary packaging in the event of changes to the operation of legislation that are detrimental to, or increase the costs of, salary packaging arrangements;
  - (e) Prior to entering into any salary packaging agreements, the employee will be given the opportunity by the employer to seek independent advice in respect of salary package arrangements.
  - (f) In the event that the employer withdraws from a salary packaging agreement, the individual employee's salary will revert to whichever is the higher of:
    - i. the ordinary time rate of pay that applied to the employee prior to the commencement of the salary packaging agreement; or
    - ii. the applicable rate specified in Schedule 1 of this Agreement.
  - (g) Notwithstanding any of the above arrangements, the employer or employee may cancel any salary packaging agreements by the giving of one month's notice of cancellation to the other party.
  - (h) Superannuation Guarantee Contributions will be calculated with reference to the annual remuneration including allowances the employee would have been entitled to receive but for the salary packaging arrangement.

- (i) Any payment including any allowances, penalty rates, overtime, payment for unused leave entitlements shall be calculated by reference to the annual remuneration including allowances, which would have applied to the employee but for the salary packaging arrangement and payable during employment or on termination of employment or on death.
- (j) Unless there is agreement between the employer and the employee to the contrary, all salary-packaging arrangements shall cease during any period of leave without pay, including periods of unpaid sick leave.
- (k) In addition to the salary packaged amount, the Employer may deduct from the Employee's pre-tax salary an amount equivalent to the net Fringe Benefits Tax liability that may be incurred by the Employer as a result of the salary packaging agreement.

## **Clause 17. Superannuation**

- 17.1 The Employer must make superannuation contributions in respect of each Teacher of such amount as required to ensure that the Employer does not incur any superannuation guarantee charge (SGC) under the *Superannuation Guarantee Administration Act 1992 (Cth)* and the *Superannuation Guarantee Charge Act 1994 (Cth)* to a fund nominated by the employee.
- 17.2 Where the Teacher fails to inform the Employer of the name of the Superannuation Fund to which to make such contributions, all payments will be made to Hesta into a standard MySuper product under the Teachers name.
- 17.4 The employer will pay superannuation on all salary including annual leave loading and pre salary sacrificing amount.

## **Part C Hours of Work and Other Matters**

### **Clause 18. Hours of Work**

- 18.1 The ordinary hours of work, inclusive of meal breaks shall be an average of 38 hours per week.
- 18.2 The ordinary hours of work for all Teachers may be averaged over a 12-month period.
- 18.3 The ordinary hours of work for a Teacher during term weeks are variable. A Full time Teacher can be expected to attend up to two additional hours each term week when children are not in attendance. (Pro rata for part time teachers.) In return, a Teacher is not generally required to attend for periods of time when children are not present (non-term time) subject to the needs of the Employer with regard to professional development, student free days and other activities requiring the Teachers attendance.
- 18.4 The maximum number of days that the Teacher will be required to attend during term weeks and non-term weeks will be 205 in each school year.
- 18.5 The Employer will provide written notice of the days in non-term time on which the Teachers are required to attend, six months in advance of the requirement to attend.
- 18.6 The annual salary and any applicable allowances payable under this agreement are paid in full satisfaction of a Teacher's entitlement for the year or a proportion of the year. The Teachers absence during non-term time weeks is deemed to include their entitlements to annual leave.

### **Clause 19. Meal Break**

- 19.1 30 minutes shall be allowed to Teachers each day for a paid meal break. Such meal break shall be counted as time worked. Such meal break will start no later than 5 hours after the employee commenced work on that day.
- 19.2 A Teacher may, by agreement with the Employer, leave the premises or elect not to be on call during the meal break. Where the Teacher has made a reasonable request, the Employer shall give favourable consideration to any such request.
- 19.3 An agreement made between the Employer and a Teacher under 19.2 will be effective provided that:
- (a) The agreement is genuine. A teacher cannot be required by the Employer to agree to an unpaid meal break as a condition of on-going employment; and
  - (b) During the meal break the employee cannot be counted as part of the child/staff ratios under the Education and Care Services National Regulations; and



- (c) Time away from the premises or not on call, shall not count as time worked nor shall any payment be made for such time; and
- (d) Any agreement is recorded in writing and kept with pay records.

19.4 If the Teacher is called back to perform any duties within the centre or the meal break is interrupted for any reason the Teacher shall be paid at time and a half for a minimum of 15 minutes and thereafter to the nearest quarter hour until an uninterrupted break or the balance of the break is taken.

## **Part D Leave**

### **Clause 20. Annual Leave**

- 20.1 Annual Leave is provided for in the NES. This clause of the agreement provides industry specific details and supplements the NES which deals with Annual Leave.
- 20.2 A Teacher must take annual leave during non-term weeks. Leave must generally be taken, in the case of a Teacher whose employment with the Employer is continuing into the next preschool year, in the close down period which is the four week period immediately following the final term week of the current preschool year, unless otherwise agreed with the Employer.
- 20.3 A Teacher may take annual leave re-credited in accordance with the NES only during non-term weeks as directed by the employer.
- 20.4 The employer must pay the employee at the rate of pay including allowances at the time of taking leave.
- 20.5 When an employee has not completed 12 months service, the annual leave entitlements shall be calculated according to clause 33 of this Agreement.

### **Clause 21. Annual Holiday Loading**

- 21.1 Subject to subclause 21.6 hereof, where a Teacher other than a Casual Teacher, is given and takes his or her annual holiday each year he or she shall be paid an annual holiday loading calculated in accordance with this clause.
- 21.2 The loading shall be payable in addition to the pay payable to the Teacher for the period of the annual holiday.
- 21.3 The loading shall be calculated in relation to such period of a Teacher's annual holiday as is equal to the period of annual holiday to which the Teacher is entitled at the end of each year of the Teacher's employment.

- 21.4 The leave loading shall be calculated at the rate of 17.5% of four weeks' pay including allowances.
- 21.5 For the purpose of this clause, "salary" shall mean the salary payable to the Teacher at the first day of December of the year in which the loading is payable together with, where applicable, the allowance prescribed by Clause 11 of this Agreement.
- 21.6 Where the employment of a Teacher is terminated for a cause and at the time of the termination the teacher has not been given and has not taken the whole of an annual holiday to which the teacher became entitled, the teacher shall be paid a loading calculated in accordance with subclause 21.4, of this clause, for the period not taken.

## **Clause 22. Public Holidays**

- 22.1 The following days shall be holidays for the purposes of the Agreement, New Year's Day, Australia Day, Good Friday, Easter Sunday, Easter Saturday, Easter Monday, Anzac Day, Kings Birthday, Labour Day, Christmas Day, and Boxing Day. All days observed, as public holidays for the State of New South Wales shall be holidays, provided that any day observed as a holiday for the State for a special purpose but observed throughout the State on different days also shall be a holiday.
- 22.2 A Teacher is entitled to be absent from his or her employment on a day or part day that is a public holiday. However, an employer may request a Teacher to work on a public holiday. Where a Teacher accepts such a request they shall be paid at the rate of double time and half with a minimum of four hours.
- 22.3. A Teacher may refuse to work a public holiday provided that the refusal is reasonable or the request to work is unreasonable.

## **Clause 23. Personal Leave**

- 23.1 A Full-time Teacher shall be entitled to 15 days' personal leave with pay in the first year of service and 20 days' personal leave with pay in the second and subsequent years of continuous service. A part-time or temporary teacher shall be entitled to pro rata of a full-time teacher.
- 23.2 The taking of leave outlined in subclause 23.1 of this clause shall be subject to the following conditions and limitations:
- (a) A Teacher intending to take leave shall notify the Employer at the earliest practicable opportunity (which may be a time after the leave started) of their:
- I. inability to attend work; and
  - II. the estimated duration of the absence.

- (b) A Teacher who fails to comply with the procedure outlined in paragraph (a) of this clause shall not be entitled to paid leave unless the notice requirements in clause 23.2(a) are met.
- (c) To qualify for sick leave, a Teacher may be required to provide evidence satisfactory to a reasonable person that they were medically unfit for work.
- (d) A Teacher shall not be entitled to sick leave for any period in respect of which such teacher is entitled to workers' compensation.

23.3 Notwithstanding the provisions of subclauses 23.1 and 23.2 of this clause, the personal leave entitlement of a Part-time Teacher and Temporary Teacher shall be in that proportion which the Teacher's number of working hours bears to the working hours of a full-time teacher.

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.

## **Clause 24. Carer's Leave**

### **24.1 Use of Personal Leave**

- (a) A Teacher, other than a Casual Teacher, with responsibilities in relation to a member of the employee's household or employee's immediate family shall be entitled to use in accordance with any current or accrued personal leave entitlement, provided for in clause 23.1 for absences to provide care and support for such persons when they are ill or injured or who require care due to an unexpected emergency. Such leave may be taken for part of a single day.
- (b) The Teacher shall, if required, establish either by production of a medical certificate or statutory declaration or evidence satisfactory to a reasonable person, that the leave is taken for a reason specified in subclause 24.1(a)
- (c) A Teacher shall give the Employer notice as soon as practicable (which may be a time after the leave has started) of the intention to take leave.

Where the parties are unable to reach agreement the disputes procedure at Clause 41 should be followed.

### **24.2 Unpaid Leave for Family Purpose**

#### **(a) Entitlement to unpaid carer's leave**

An employee is entitled to 2 days of unpaid carer's leave for each occasion when a member of the employee's immediate family, or a member of the employee's household, requires care or support because of:

- i. A personal illness, or personal injury, affecting the member; or

- ii. An unexpected emergency affecting the member

**(b) Taking unpaid carer's leave**

An employee may take unpaid carer's leave for a particular permissible occasion if the leave is taken to provide care or support as referred to in Clause 24.2

(c) An employee may take unpaid carer's leave for a particular permissible occasion as:

- i. A single continuous period of up to 2 days; or
- ii. Any separate periods to which the employee and employer agree

(d) An employee cannot take unpaid carer's leave during a particular period if the employee could instead take paid personal / carer's leave.

**24.3 Compassionate Leave**

(a) Up to two days paid leave compassionate leave for each occasion when

- I. a member of the employee's immediate family or household:
  - A. Contracts or develops a personal illness that poses a serious threat to his or her life; or
  - B. Sustains a personal injury that poses a serious threat to his or her life; or
  - C. Dies; or
- II. A child is stillborn, where the child would have been a member of the employee's immediate family, or a member of the employee's household, if the child had been born alive; or
- III. The employee or the employee's spouse or de facto partner has a miscarriage

(b) An additional day compassionate leave can be taken out of an employee's personal leave entitlements.

(c) The notice and evidence requirements shall be as set out in clause 24.1 (b).

**24.3 Personal Carers Entitlement for Casual Teachers**

(a) Subject to the evidentiary and notice requirements in sub clause 24.1. (b), casual Teachers are entitled to not be available to attend work, or to leave work if they need to care for a member of their immediate family or a member of the employees household who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child.

- (b) The Casual Teacher is not entitled to any payment for the period of non-attendance.
- (c) An Employer must not fail to re-engage a Casual Teacher because the Teacher accessed the entitlements provided for in this clause. The rights of an Employer to engage or not to engage a Casual Teacher are otherwise not affected.

## **Clause 25. Long Service Leave**

The provisions of the *NSW Long Service Leave Act 1955* shall apply.

## **Clause 26. Other Leave**

### **26.1 Study leave**

- (a) A teacher shall be entitled to five days paid leave for the purposes of study or attending on the day of an examination of a course run by a recognised University or Teacher Training Institution for furthering their Early Childhood education or training.
- (b) A teacher who, for the purposes of furthering his or her Early Childhood teacher training, enrolls in any course at a recognised University or recognised Teacher Training Institution shall be granted leave without pay for the purpose of attending any compulsory residential school which is a part of such course.

### **26.2 Leave Without Pay**

- (a) Leave Without Pay for appropriate purposes (medical, travel or family / personal commitments that cannot be reasonably scheduled in non term times or outside ordinary operating hours) may be granted to staff where it can be accommodated within the operational requirements of the preschool.
- (b) Extended Leave Without Pay (longer than one day) is subject to the above conditions and must be approved by the Management Committee with at least one terms notice. Extended Leave Without Pay will not be granted when another staff member already has approved leave.

## **Clause 27. Parental Leave**

27.1 Teachers are entitled to take parental leave in accordance with the provisions of the Act, subject to the limitations and conditions contained in the Act.

This clause incorporates the NES entitlement with respect to parental leave.

## 27.2 Paid Parental Leave

- (a) 2 weeks paid leave from the date of the employee's spouse or de-facto partner's confinement, or on the day on which the mother leaves hospital following a confinement;
- (b) 2 weeks paid leave for the purpose of adopting a child.

## Clause 28. Jury Service and Community Service Leave

### Jury Service

- 28.1 A Full time or Part time Teacher required to attend for jury service during ordinary working hours shall be provided with paid leave for this purpose. The Teacher shall be reimbursed by the Employer an amount equal to the difference between the amount paid in respect of the Teacher's attendance for such jury service and the amount of wage the Teacher would have received in respect of the ordinary time he or she would have worked had he or she not been on jury service.
- 28.2 The Teacher shall notify the Employer as soon as possible of the date upon which he or she is required to attend for jury service. The Teacher shall provide to the Employer a copy of the summons to attend jury duty and a record of payments received as proof of attendance.

### Community Service

- 28.3 A full or part time employee shall be entitled to be absent from their work for the purposes of carrying out a voluntary emergency activity within the meaning of Division 8 Community Service Leave of Part 2-2 (National Employment Standards) of the Fair Work Act.

## Clause 29. Leave to deal with Family and Domestic Violence

- 29.1 This clause applies to all employees, including casuals.

### 29.2 Definitions

- (a) In this clause:

***family and domestic violence*** means violent, threatening or other abusive behaviour by a family member of an employee, a member of the employee's household, or a current or former intimate partner of an employee that seeks to coerce or control the employee and that causes them harm or to be fearful.

**family member** means:

- I. a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the employee; or
- II. a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee; or
- III. a person related to the employee according to Aboriginal or Torres Strait Islander kinship rules.

(b) A reference to a spouse or de facto partner in the definition of family member in clause 29.2(a) includes a former spouse or de facto partner.

### 29.3 Entitlement to unpaid leave

An employee is entitled to 10 days paid leave to deal with family and domestic violence, as follows:

- (a) the leave is available in full at the start of each 12-month period of the employee's employment; and
- (b) the leave does not accumulate from year to year; and
- (c) is available in full to part-time and casual employees.

Note: 1. A period of leave to deal with family and domestic violence may be less than a day by agreement between the employee and the employer.

2. The employer and employee may agree that the employee may take more than 10 days paid leave to deal with family and domestic violence.

### 29.4 Taking paid leave

An employee may take paid leave to deal with family and domestic violence if the employee:

- (a) is experiencing family and domestic violence; and
- (b) needs to do something to deal with the impact of the family and domestic violence; and
- (c) it is impractical for the employee to do that thing outside their ordinary hours of work.

Note: Examples of actions by an employee who is experiencing family and domestic violence that could be covered by paragraph (b) include arranging for the safety of the employee or a close relative (including relocation), attending court hearings, accessing police services, attending counselling and attending appointments with medical, financial or legal professionals.

### 29.6 Notice and evidence requirements

#### (a) Notice

An employee must give their employer notice of the taking of leave by the employee under clause 29. The notice:

- I. must be given to the employer as soon as practicable (which may be a time after the leave has started); and
- II. must advise the employer of the period, or expected period, of the leave.

(b) Evidence

An employee who has given their employer notice of the taking of leave under clause 29 must, if required by the employer, give the employer evidence that would satisfy a reasonable person that the leave is taken for the purpose specified in clause 29.4.

29.7 Confidentiality

- (a) Employers must take steps to ensure information concerning any notice an employee has given, or evidence an employee has provided under clause 29.6 is treated confidentially, as far as it is reasonably practicable to do so.
- (b) Subject to (c) below, an employer must not, other than with the consent of the employee, use such information for a purpose other than satisfying itself in relation to the employee's entitlement to leave under this clause. In particular, an employer must not use such information to take adverse action against an employee.
- (c) Nothing in clause 29 prevents an employer from disclosing information provided by an employee if the disclosure is required by an Australian law or is necessary to protect the life, health or safety of the employee or another person.

Note: Information concerning an employee's experience of family and domestic violence is sensitive and if mishandled can have adverse consequences for the employee. Employers should consult with such employees regarding the handling of this information.

29.8 Compliance

An employee is not entitled to take leave under clause 29 unless the employee complies with clause 29.



## **Part E      Employment Relationship, Termination of Employment and Related Matters**

### **Clause 30. Terms of Engagement and Information to be provided to Teachers**

- 30.1 The Employer shall provide all Full-time, Part-time and Temporary Teachers with a letter of appointment on engagement stating the classification and rate of salary on appointment, the hours of operation of the Centre, the hours and days of attendance, the Teacher's entitlements to personal leave, annual leave and long service leave, the procedure as to alteration of days of attendance and notice on termination.
- 30.2 If the Employer deems appropriate, they may provide the Teacher of children with special needs with a letter of appointment which outlines the Teacher's teaching load, days of attendance, which may be varied throughout the period of engagement. Such variations would occur from time to time and with not less than four weeks' notice or otherwise by agreement.

### **Clause 31. Job Share**

The parties recognise that job share involves the following principles:

- (a) Job share for Teachers shall mean dividing the one job so that job share Teachers have equal responsibility or share responsibility.
- (b) The division of work has to be negotiated and mutually suitable to all parties.
- (c) Job share Teachers are treated as Part-time Teachers and receive pro rata entitlements.
- (d) If a job share Teacher is ill, or on annual leave or a rostered day off, then the other Teacher may be offered the day(s) of work by the Employer. This work, if accepted, is to be paid at ordinary rates.
- (e) If a job share Teacher leaves the employment, the remaining Teacher may be offered the residue of employment.

If the Employer does not wish to offer the residue of employment or part thereof to the Teacher, and the parties wish to continue the job share arrangement the Employer may consult with the Teacher about the implementation of a new arrangement, including the selection of a new Teacher to fill the balance of the position. If the Employer or the Teacher does not propose to continue the job share arrangement the remaining Teacher may be employed on a part-time basis.

- (f) Adequate opportunities for consultation between job share Teachers will be provided by the Employer.

- (g) The Employer may determine the number of job share positions

## **Clause 32. Termination of employment**

- 32.1 Notice of termination is provided for in the NES. This clause of the Agreement provides industry specific detail and supplements the NES that deals with termination of employment.
- 32.2 **Notice of termination by an employer**  
The employment of an employee (other than a casual employee) will not be terminated without at least four weeks' notice (inclusive of the notice required under the NES), or four preschool term weeks in the case of a preschool employee, or the payment of four weeks' salary instead of notice. If the employee is over 45 years of age and has completed at least two years of service they shall be entitled to an additional week of notice from the employer.
- 32.3 **Notice of termination by an employee**
- (a) The notice of termination required to be given by an employee is the same as that required of an employer under clause 32.2, except that an employee over 45 years of age is not required to give an additional week of notice.
  - (b) The employer may agree to a shorter period of notice that that required under paragraph (a)
- 32.4 **Job search entitlement**  
Where an employer has given notice of termination to an employee, an employee must be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off is to be taken at times that are convenient to the employee after consultation with the employer.
- 32.6 Nothing in this clause shall affect the right of the employer to dismiss summarily any teacher for gross neglect of duty or other serious misconduct.

## **Clause 33. Payment on Termination and Adjustment of Salary for Teachers Who Commence Employment After the Preschool Service Date and For Teachers Who Take Approved Leave Without Pay**

- 33.1 This clause incorporates the NES entitlement with respect to annual leave.
- 33.2 The provisions of this clause shall apply where:
- (a) a Teacher's employment ceases;
  - (b) a Teacher commences employment after the Preschool service date; or

- (c) where a Teacher takes approved leave without pay
- (d) the hours which an employee has worked at the preschool have varied since the preschool service date.

### 33.3 Calculation of Payments

- (a) Payments made pursuant to this clause shall be calculated in accordance with the following formula:

$$P = \frac{s \times c}{b} - d$$

Where:

- P is the payment due.
- S is the total salary paid in respect of term weeks, or part thereof, since the anniversary of employment (or date of employment in circumstances where a Teacher has been employed by the Preschool for less than one year).
- b is the number of term weeks, or part thereof, in the year.
- c is the number of non-term weeks, or part thereof, in the year.
- d is the salary paid in respect of non-term weeks, or part thereof, that have occurred since the anniversary of employment (or date of employment in circumstances where a Teacher has been employed by the Preschool for less than one year).

- (b) For the purpose of this clause:
  - i. "Preschool Service Date" means the usual commencement date of employment at a Pre-School for Teachers who are to commence teaching on the first day of the first term.
  - ii. "Teacher" means any teacher other than a Casual Teacher.

### 33.4 Termination of Employment

A Teacher shall be entitled on termination of employment to a payment calculated in accordance with this clause.

### 33.5 Teachers Who Commence Employment After the Preschool Service Date

Where a Teacher commenced employment after the Preschool Service Date in any Preschool year and such employment is to continue into the next Pre-School year:

- (a) the Teacher shall be paid at the conclusion of Term 4 in the first calendar year of employment in accordance with this clause;

- (b) the anniversary of employment for the purposes of the calculation of payments under this clause shall in each succeeding year of employment be the Pre-School Service Date;
- (c) any period for which the Teacher has not been paid by the operation of this subclause, shall be deemed to be leave without pay, and no salary or other payment other than payment under this clause shall be made.

### 33.6 Teachers Who Take Approved Leave Without Pay

Where a Teacher takes leave without pay with the approval of his or her Employer for a period which (in total) exceeds 20 pupil days in any year, he or she shall be paid salary calculated in accordance with this clause as follows:

- (a) If the leave without pay commences and concludes in the same Pre-School year:
  - i. subject to subparagraph (ii) of this paragraph, the payment shall be calculated and made at the conclusion of Term 4 of that Pre-School year; and
  - ii. if the leave without pay commences on the day following the last teaching day of a term and concludes on the day preceding the first teaching day of a term in the same year, a payment shall be calculated and made:-
    - (A) at the commencement of the leave in respect of that year, and
    - (B) at the end of Term 4 in accordance with paragraph (c) of this subclause.
- (b) If the leave without pay is to conclude in a Pre-School year following the Pre-School year in which the leave commenced:
  - i. at the commencement of the leave a payment shall be calculated and made in respect of the Pre-School year in which the leave commences, and
  - ii. at the end of Term 4 in the Pre-School year in which the leave concludes a payment shall be calculated and made in respect of that Pre-School year.
- (c) The payment to be made to a teacher at the conclusion of Term 4 of a Pre-School year:
  - i. pursuant to section (B) of subparagraph (ii) of paragraph (a) of this subclause;
  - ii. or in circumstances where, with the agreement of the employer, a teacher who has been paid pursuant to subparagraph (i) of paragraph

(b) of this subclause returns from leave during the Pre-School year in which the leave commenced,

shall be determined by:

- (A) applying the formula in subclause 33.3 of this clause as if no payment had been made to the teacher pursuant to section (A) of subparagraph (ii) of paragraph (a) of this subclause or subparagraph (i) of paragraph (b) of this subclause; and
- (B) deducting from that amount the amount paid to the teacher pursuant to section (A) of subparagraph (ii) of paragraph (a) of this subclause or subparagraph (i) of paragraph (b) of this subclause.

(d) Notwithstanding the provisions of paragraph (a) of subclause 33.1 of this clause, a teacher shall not pursuant to this clause be paid an amount in respect of a year of employment which is less than the amount to which the teacher would otherwise be entitled under the NES, in respect of a year of employment.

### 33.7 Teachers Whose Hours Have Varied

Where the hours which an employee normally works at the centre have varied since the Preschool Service Date in any year, and the employee's employment is to continue in the next year, the employee shall be paid at the conclusion of Term 4 in accordance with the formula provided in clause 33.3 and shall receive no salary or other payment other than payment under this clause until the Preschool Service Date in the following year.

## Clause 34. Statement of Service

- 34.1 Upon the termination of service of a Teacher other than a Casual Teacher the Employer shall provide a statement of service setting out the length of service, the age of children taught, the positions held and any special and/or additional duties performed by such Teacher.
- 34.2 Upon request, a Casual Teacher shall be supplied with a statement setting out the number of days of duty undertaken by the Casual Teacher during the period of his or her engagement provided that such request is made during or on termination of the casual engagement.

## Clause 35. Redundancy

### 35.1 Notice

- (a) Where an employee's employment is terminated on the grounds of redundancy, the employee shall be entitled to the notice under clause 32.
- (b) Payment in lieu of notice above shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
- (c) The period of notice required shall be deemed as service with the Employer for the purposes of the *Long Service Leave Act 1955*, the *National Employment Standards* in the *Fair Work Act 2009* or any Act amending or replacing either of these Acts.

#### 35.2 Time off during the notice period

- (a) During the period of notice of termination given by the Employer a Teacher shall be allowed up to one day's time off without loss of pay during each week of notice, to a maximum of five weeks, for the purposes of seeking other employment.
- (b) If the Teacher has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the Teacher shall, at the request of the Employer, be required to produce proof of attendance at an interview or the Employee shall not receive payment for the time absent.

#### 35.3 Teacher leaving during the notice period

If the employment of a Teacher is terminated (other than for misconduct) before the notice period expires, the Teacher shall be entitled to the same benefits and payments under this clause had the Teacher remained with the employer until the expiry of such notice. Provided that in such circumstances the Teacher shall not be entitled to payment in lieu of notice.

#### 35.4 Employment Separation Certificate

The Employer shall, upon receipt of a request from a Teacher whose employment has been terminated, provide to the Teacher an 'Employment Separation Certificate' in the form required by Centrelink.

#### 35.5 Transfer to lower paid duties

Where a Teacher is transferred to lower paid duties, the Teacher shall be entitled to the same period of notice of transfer as the Teacher would have been entitled to if the Teacher's employment had been terminated, and the Employer may at the Employer's option make payment in lieu thereof of an amount equal to the difference between the former ordinary time rate of pay and the new ordinary time rate for the number of weeks of notice still owing.

#### 35.6 Severance Pay

- (a) The provisions of this clause shall only apply to an employer if it employs 15 or more employees immediately prior to the termination of employment of employees.

(b) Where an employee is to be terminated on the ground of redundancy, the Centre shall pay the following severance pay in respect of a continuous period of service:

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

(a) 'Weeks Pay' means the all purpose rate of pay for the Teacher concerned at the date of termination, and shall include, in addition to the ordinary rate of pay, over agreement payments, shift penalties and allowances provided for in the relevant agreement .

(b) Incapacity to Pay

Subject to an application by the employer and further order of the Fair Work Commission, an Employer may pay a lesser amount (or no amount) of severance pay.

(c) Alternative employment

Subject to an application by the employer and a further order of the Fair Work Commission, an Employer may pay a lesser amount (or no amount) of severance pay if the employer obtains acceptable alternative employment for the employee.

The Fair Work Commission shall have regard to such financial and other resources of the Employer concerned as the Fair Work Commission thinks relevant, and the probable effect paying the amount of severance pay in subclause 35.6 above will have on the Employer.

## **Part F Miscellaneous**

### **Clause 36. Professional Development, Training, Planning and Meetings**

36.1 Teachers are responsible for ensuring that they are aware of new developments in early childhood education. However, the parties recognise that continuing professional development of Teachers is a joint responsibility of both the Employer and the Teacher.

36.2 The Employer may request a Teacher to attend any courses including after hours or weekends or non-term time relating to professional development, training and planning. The Teacher cannot unreasonably refuse to attend such courses. Professional Development is any training that is undertaken to improve the employees' skills or knowledge in early education, or which may be used in the workplace.

#### **36.3 Meetings**

Subject to clause 18.4, the following is required of teachers:

(a) All teachers whether full time or part time will be required to attend 2 staff meetings for 2 hours per term, and will be paid to attend at their ordinary rate of pay for their attendance time.

(b) All teachers whether full time or part time will be required to attend class orientation evening and other parent meetings / community events up to 7 hours per year and paid at their ordinary rate of pay for their attendance time.

(c) The Director will be required to attend all Management Committee meetings and can choose to be paid at their ordinary rate of pay or to take Time In Lieu (TIL). TIL must be taken or paid by the end of the calendar year.

(d) All teachers whether full time or part time will be required to attend 2 staff development days per year held in non-term time.

(e) All teachers whether full time or part time will be required to attend 1 mandatory additional paid 2-hour team meeting per term to be taken outside of face-to-face teaching hours and will be paid at the ordinary rate of pay for their attendance time.

(f) All teachers whether full time or part time will be required to attend 2 pupil-free day for all staff on the first day and the last day of the school year to be used for planning and professional development purposes. Teachers who not usually rostered on these days will be paid at ordinary rate of pay for 8 paid hours of attendance each day.

(g) The Director will provide written notice of the term weeks and days in non-term time on which the teachers are required to attend, six months in advance of the requirement to attend.

36.4 Any dispute in relation to attendance shall be dealt with in accordance with Clause 41, Dispute Settling Procedure.



### **Clause 37. First Aid Certificate**

- 37.1 Teachers shall be required to obtain and maintain an approved first aid certificate.
- 37.2 Attendance at a first aid course shall be considered as part of the teachers 205 days of attendance. Where such training is completed outside the 205 days of attendance teachers shall be paid their normal rate of pay for such attendance.
- 37.3 The employer will pay the cost of the course.

### **Clause 38. Non-Contact Time**

Pennant Hills War Memorial Children's Centre has specific regulatory responsibilities in regards to child/employee ratios. Where provision of non-contact time may impact these responsibilities the child/employee ratio will take precedence.

- 38.1 Full Time Teachers shall be entitled to 4 hours per week of 'planning/programming and reading time'. Part Time Teachers shall be entitled to 2 hours per week, if they are responsible for a two day group of children or a three day group of children. Otherwise Part Time Teachers shall be entitled to a pro rata of the 4 hours in direct proportion to which their hours of work bears to a full time Teacher. This time will be taken on the Teacher's normal day of work and approved in consultation with the Director to ensure minimal impact on the preschool.
- 38.2 Teachers shall be entitled to an additional 8 hours per term release from face to face teaching for administrative planning and programming tasks. This time is available to be taken in an 8-hour block and is to be negotiated with the Director.
- 38.3 The Director will be a non-teaching position but the director will relieve staff, or organise staff relief to cover staff absences in the room as necessary.

### **Clause 39. Union Representatives**

- 39.1 The union representative who is an employee shall be permitted in working hours to interview the Employer on union business. Such interview shall take place at a time and place convenient to both parties.
- 39.2 Meetings of union members who are employed at the Preschool may be held on the premises at times and places reasonably convenient to both union members and the Employer.



## Part G Enterprise Agreement Flexibility

### Clause 40. Enterprise Agreement Flexibility

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

- (a) the agreement deals with 1 or more of the following matters:
  - I. arrangements about when work is performed;
  - II. overtime rates;
  - III. penalty rates;
  - IV. allowances;
  - V. leave loading; and
- (b) the arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in paragraph (a); and
- (c) the arrangement is genuinely agreed to by the employer and employee.

40.2 The employer must ensure that the terms of the individual flexibility arrangement:

- (a) are about permitted matters under section 172 of the *Fair Work Act 2009*; and
- (b) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
- (c) result in the employee being better off overall than the employee would be if no arrangement was made.

40.3 The employer must ensure that the individual flexibility arrangement:

- (a) is in writing; and
- (b) includes the name of the employer and employee; and
- (c) is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
- (d) includes details of:
  - I. the terms of the enterprise agreement that will be varied by the arrangement; and
  - II. how the arrangement will vary the effect of the terms; and

- III. how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
  - (e) states the day on which the arrangement commences.
- 40.4 The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 40.5 The employer or employee may terminate the individual flexibility arrangement:
- (a) by giving no more than 28 days written notice to the other party to the arrangement; or
  - (b) if the employer and employee agree in writing – at any time.

## Part H Consultation and Dispute Resolution

### Clause 41 Consultation

- 41.1 This term applies if the employer:
- (a) has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or
  - (b) proposes to introduce a change to the regular roster or ordinary hours of work of employees.
- 41.2 **For a major change referred to in paragraph 41.1 (a):**
- (a) the employer must notify the relevant employees of the decision to introduce the major change; and
  - (b) subclauses 41.3 to 41.9 apply
- 41.3 The relevant employees may appoint a representative for the purpose of the procedures in this term
- (a) If a relevant employee appoints or relevant employees appoint, a representative for the purposes of consultation; and
  - (b) the employee or employees advise the employer of the identity of the representative;  
the employer must recognise the representative.
- 41.4 As soon as practical after making its decision, the employer must:
- (a) discuss with the relevant employees:
    - I. the introduction of the change;
    - II. the effect the change is likely to have on the employees; and
    - III. measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and
  - (b) for the purposes of the discussion – provide, in writing, to the relevant employees:
    - I. all relevant information about the change including the nature of the change proposed;
    - II. information about the expected effects of the change on the employees; and
    - III. any other matters likely to affect the employees.
- 41.5 However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 41.6 The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- 41.7 If a term in the agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in paragraph 41.2 (a) and subclauses 41.3 and 41.4 are not taken to apply.

41.8 In this term, a major change is likely to have a significant effect on employees if it results in:

- (a) the termination of the employment of employees; or
- (b) major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
- (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
- (d) the alteration of hours of work; or
- (e) the need to retrain employees; or
- (f) the need to relocate employees to another workplace; or
- (g) the restructuring of jobs

41.9 **For a change referred to in paragraph 41.1(b):**

- (a) the employer must notify the relevant employees of the proposed changes; and
- (b) subclauses 41.10 to 41.13 to apply

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

- (a) If a relevant employee appoints or relevant employees appoint, a representative for the purposes of consultation; and
- (b) the employee or employees advise the employer of the identity of the representative

the employer must recognise the representative

41.11 As soon as practicable after proposing to introduce the change, the employer must:

- (a) discuss with the relevant employees the introduction of the change; and
- (b) for the purposes of the discussion—provide to the relevant employees:
  - I. all relevant information about the change, including the nature of the change; and
  - II. information about what the employer reasonably believes will be the effects of the change on the employees; and
  - III. information about any other matters that the employer reasonably believes are likely to affect the employees; and
- (c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

41.12 However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.<sup>[SEP]</sup>

41.13 The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.<sup>[L]  
[SEP]</sup>

41.14 In this term:

**relevant employees** mean the employees who may be affected by a change referred to in sub clause 41.1

## Clause 42. Dispute Resolution

42.1 If a dispute relates to:

(a) a matter arising under the Agreement; or

(b) the National Employment Standards;

this term sets out procedures to settle the dispute.

42.2 An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.

42.3 In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the employee or employees and relevant supervisors and/or management.

42.4 If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to Fair Work Commission.

42.5 The Fair Work Commission may deal with the dispute in 2 stages:

(a) the Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and

(b) if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:

i. arbitrate the dispute; and

ii. make a determination that is binding on the parties

*Note: If Fair Work Commission arbitrates the dispute, it may also use the powers that are available to it under the Act.*

*A decision that Fair Work Commission makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.*

42.6 While the parties are trying to resolve the dispute using the procedures in this term:

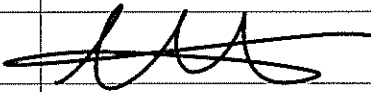
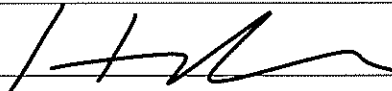
- (a) an employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
- (b) an employee must comply with a direction given by the employer to perform other available work at the same workplace, or at another workplace, unless:
  - i. the work is not safe; or
  - ii. applicable occupational health and safety legislation would not permit the work to be performed; or
  - iii. the work is not appropriate for the employee to perform; or
  - iv. there are other reasonable grounds for the employee to refuse to comply with the direction.


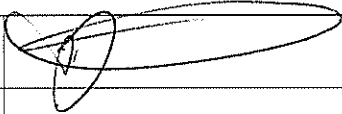
42.7 The parties to the dispute agree to be bound by a decision made by Fair Work Commission in accordance with this term.



**Part I Signing Page**

**Executed as an Agreement**

<b>Signed for and on behalf of the Pennant Hills War Memorial Children's Centre</b>	
Name of Authorised Officer (print)	Sarah El-Khansa
Signature of Authorised Officer	
Position Held	Management Committee General Member
Address of Authorised Officer	24a Verney Drive, West Pennant Hills, NSW, 2125
<b>In the presence of</b>	
Signature of witness	
Name of Witness (print)	Hussein El-Khansa

<b>Signed for and on behalf of the Independent Education Union of Australia as a bargaining representative for Teachers.</b>	
Name of Representative (print)	CAROL MATTHEWS
Signature of Representative	
Position Held	
Address of Representative Officer	NSW/ACT Branch Secretary, IEUA 485-501 WATTLE ST ULTIMO NSW 2007
<b>In the presence of</b>	
Signature of witness	
Name of Witness (print)	DEBORAH WESTON

**SCHEDULE 1**

**RATES OF PAY AND ALLOWANCES**

The following rates of pay and allowances shall apply from the beginning of the first full pay period commencing on or after the date specified in each column.

**TABLE 1 – HOURLY RATES OF PAY FOR TEACHERS**

<b>Level</b>	<b>1 Feb 2023 Hourly 4.0%</b>	<b>1 Feb 2024 Hourly 4.0%</b>	<b>1 Feb 2025 Hourly 4.0%</b>
1	41.89	43.56	45.31
2	45.79	47.62	49.52
3	49.84	51.84	53.91
4*	51.86	54.97	58.30
4.1	53.90	56.06	58.30
5	57.96	60.28	62.69

*\* Level 4 has a 6% increase to bring 3 year trained teachers in line with 4 year trained teacher wages from 2025.*

**TABLE 2 – ANNUAL RATES OF PAY FOR TEACHERS**  
based on 38-hour week

<b>Level</b>	<b>1 Feb 2023 Annual 4.0%</b>	<b>1 Feb 2024 Annual 4.0%</b>	<b>1 Feb 2025 Annual 4.0%</b>
1	\$82,994.6	\$86,314.38	\$89,766.96
2	\$90,715.30	\$94,343.91	\$98,117.67
3	\$98,755.80	\$102,706.03	\$106,814.27
4	\$102,751.30	\$108,913.20	\$115,512.30
4.1	\$106,797.60	\$111,069.50	\$115,512.30
5	\$114,838.10	\$119,431.62	\$124,208.89

**TABLE 3 – HOURLY RATES OF PAY FOR DIRECTOR’S ALLOWANCE**

<b>Level</b>	<b>1 Feb 2023 4.0%</b>	<b>1 Feb 2024 4.0%</b>	<b>1 Feb 2025 4.0%</b>
<b>3</b>	7.25	7.54	7.84

**TABLE 4 – HOURLY RATES OF PAY FOR RESPONSIBLE PERSON’S ALLOWANCE**

Calculated at half director’s allowance for 8 hours to 9 days.  
The full director’s allowance after the Director is absent for 10 days or more.  
days.

	<b>1 Feb 2023 4.0%</b>	<b>1 Feb 2024 4.0%</b>	<b>1 Feb 2025 4.0%</b>
	3.64	3.79	3.94

**TABLE 5 – CASUAL RATES**

<b>Level</b>	<b>1 Feb 2023 Hourly rate plus 25%casual loading</b>	<b>1 Feb 2024 Hourly rate plus 25%casual loading</b>	<b>1 Feb 2025 Hourly rate plus 25%casual loading</b>
1	52.32	54.45	56.64
2	57.24	59.53	61.90
3	62.30	64.80	67.39
4	64.83	68.72	72.88
4.1	67.38	70.08	72.88
5	71.58	75.35	78.37

**Rates must be paid on the minimum basis of: Quarter Day – 2 Hours, Half Day – 4 Hours, Full Day – 8 Hours**