

**ALBURY PRESCHOOL KINDERGARTEN INC.
EMPLOYEE ENTERPRISE AGREEMENT 2024**

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Part A – Scope of the Agreement

Agreement title

1. This agreement is to be referred to as the Albury Preschool Kindergarten Inc. Employee Enterprise Agreement 2024 (“this Agreement”).

Coverage of the Agreement

2. This Agreement covers:
 - a. Albury Pre School Kindergarten Inc. [ABN 74 455 027 723] (“the Employer”); and
 - b. Employees of the Employer who are employed Albury Pre School Preschool (“the Centre”).
3. This Agreement will commence operation seven days after it is approved by the Fair Work Commission (FWC) (“the commencement date”).

Nominal expiry date

4. This Agreement shall nominally expire three years after the commencement date. Following the nominal expiry date, this Agreement will remain in force until it is replaced.
5. As soon as practicable after the commencement date of this agreement, the Employer will pay each Employee the difference (if any) between the rates provided in this Agreement, and the amount actually received by the Employee for the relevant period. This Agreement provides rates of pay for Employees which are applicable from the first full pay period on or after 1 February 2024.

Relationship with the National Employment Standards (NES)

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

Part B – Definitions

7. For the purposes of this agreement:
 - a. “Act” means the *Fair Work Act 2009*.
 - b. “ACECQA” means the Australian Children’s Education and Care Quality Authority.
 - c. “Administrative Employee” means a person who is employed to perform administrative or clerical duties and is not directly involved in the ongoing supervision of children.
 - d. “Centre” means the Albury Pre School.
 - e. “Children’s Services Employee” means a person other than Teacher who is employed to care for children.
 - f. “Director” means the Teacher who is appointed as such and is responsible for the day to day operation and management of the Centre.
 - g. “Educational Leader” means the Employee who is appointed as such and is responsible to lead the development and implementation of educational programs at the Centre and to discharge the responsibilities of the Educational Leader under the Children (Education and Care Services) National Law and the Education and Care Services Regulation 118.
 - h. “Employee” means any person who is appointed as a Teacher, Children’s Services Employee or an Administrative Employee.
 - i. “Immediate family” means a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the Employee; or a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the Employee.
 - j. “NES” means the National Employment Standards as prescribed by Part 2-2 of the *Fair Work Act 2009*.
 - k. “NESA” means the NSW Education Standards Authority (or its successor bodies).
 - l. “Nominated Supervisor” means an Employee who is appointed as a Nominated Supervisor under the Education and Care Services National Regulations.
 - m. “Non-term weeks” and “non-term time” means the weeks (or part weeks) in the year when children do not attend the Centre.
 - n. “Preschool” means a licensed early childhood service which usually operates only during school terms.
 - o. “Preschool year” means the year commencing on and from the Preschool Service Date and is inclusive of term time and non-term time.
 - p. “Preschool Service Date” means the usual commencement date of employment at a Preschool for Teachers who are to commence teaching on the first day of the first term.
 - q. “Proficient accreditation” means accreditation as a proficient teacher by NESA.
 - r. “Teacher” means any person who is accredited by NESA and is employed to care for and educate children.
 - s. “Term weeks” and “Term time” means the weeks when children attend the Centre.

- t. "Union" means the Independent Education Union of Australia, or any other union to which the Employees are eligible to join.

Part C – Forms of employment

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

Full-time Employees

9. "Full-time Employee" means any Employee other than a Part-time Employee or Casual Employee engaged to work not less than 38 hours per week.
10. Notwithstanding paragraph 9, where a Teacher is engaged to work a constant number of hours which is more than 34.2 hours per week, such a Teacher is a Full-time Employee for the purposes of this Agreement.

Part-time Employees

11. "Part-time Employee" means any Employee who is engaged to work a constant number of hours which is:
 - a. 34.2 hours per week or less in the case of Teachers; or
 - b. less than 38 hours per week in the case of Employees other than Teachers.
12. A Part-time Teacher shall be paid at the same rate as a Full-time Teacher, in that proportion which the Teacher's normal working hours bear to the hours which a Full-time Teacher at the Centre normally works. For the purpose of this calculation, the normal working hours of a Full-time Teacher shall not be greater than 38 hours per week. Where the Centre does not employ a Full-time Teacher, the deemed Full-time Teacher hours are 38 hours per week.
13. A Part-time Employee other than a Teacher shall be paid for all ordinary hours worked at the applicable hourly rate.
14. The minimum hours of work of a Part-time Employee on any day is three consecutive hours.
15. At the time of engagement, a Part-time Employee and the Employer will agree, in writing, on the regular number of hours to be worked each day, including start and finish times ("Agreed Part-time Hours").
16. The Agreed Part-time Hours may be varied by mutual agreement between the Employer and the Employee. Such agreement shall be in writing and will not be unreasonably withheld by either party. The consultation provisions of paragraphs 224-226 shall apply.
17. A Part-time Teacher who agrees to work in excess of their Agreed Part-time Hours will be paid for the additional hours at their ordinary hourly rate of pay. The additional hours will be treated as a variation to normal hours of work requiring an adjustment payment as set out in paragraph 156.
18. A Part-time Children's Services Employee who agrees to work in excess of their Agreed Part-time Hours on any day will be paid at ordinary time for up to eight hours

provided the additional hours are worked during the ordinary hours of operation of the Centre. All hours worked in excess of:

- a. eight hours per day; or
- b. 38 hrs per week; or
- c. outside of the ordinary hours of operation of the Centre;

will be paid at overtime rates.

19. A Part-time Administrative Employee will be paid at overtime rates for all hours worked in excess of their agreed Part-time hours.

Temporary Employees

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

Casual Employees

23. "Casual Employee" means an Employee who is engaged usually for relief purposes and paid as such.
24. A Casual Employee employed as a Teacher may be engaged as required by the Employer for up to 20 working days in any one period of employment. A casual engagement may be extended by agreement between the Teacher and the Employer provided the total period of the engagement does not exceed 10 term weeks.
25. The rates of pay for Casual Employees are set out in Schedule 1 at [Table 2 – Teachers - Casual Rates of Pay](#), [Table 4 – Children's Services Employees - Casual Rates of Pay](#) and [Table 6 – Administrative Employees - Casual Rates of Pay](#). These rates are inclusive of any entitlements to annual leave and were calculated by adding a casual loading of 25% to the applicable ordinary hourly rates.
26. A Casual Employee other than a Teacher will be paid for a minimum of 3 hours for each engagement.
27. A Casual Employee who is a Teacher will be paid for a minimum of:
 - a. 2 hours, where they are required to work for up to 2 hours;

- b. 4 hours, where they are required to work for more than 2 hours and up to 4 hours, and
 - c. 7.6 hours, where they are required to work for more than 4 hours.
28. A casual Teacher shall be classified and paid in accordance with [Part D](#).

Casual conversion

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

unless otherwise agreed. Where the work is to be part-time, the written record must also set out the matters referred to in paragraph 15.

36. A Casual Employee must not be engaged and re-engaged (which includes a refusal to re-engage), or have their hours reduced or varied, in order to avoid any right or obligation that would otherwise exist under paragraphs 29 to 35.

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

Teachers – Rates of pay

37. The minimum annual rates of pay for Teachers are set out in [Table 1](#) of Schedule 1. To obtain a weekly amount the annual salary is divided by 52.14 and to obtain an hourly amount the weekly rate is divided by 38.

Teachers - Classification on appointment

38. On appointment, an Employee will be classified according to the criteria set out in subparagraphs a.-e. below and paid in accordance with [Table 1](#) and [Table 2](#) of Schedule 1:
- a. **Step 1** - Graduate Teacher including those holding provisional or conditional accreditation;
 - b. **Step 2** – A Graduate Teacher including those holding provisional or conditional accreditation after 12 months of full time equivalent service;
 - c. **Step 3** – A Teacher with proficient accreditation. After 12 months of full time equivalent service will progress to Step 4;
 - d. **Step 4** – A Teacher with proficient accreditation in their second year of service at proficient level. After 12 months of full time equivalent service will progress to Step 5.
 - e. **Step 5** - A Teacher with proficient accreditation in their second year of service at proficient level. After 12 months of full time equivalent service will progress to Step 5.
 - f. **Step 6** - A Teacher with proficient accreditation in their fourth year of service at proficient level. After 12 months of full time equivalent service will progress to Step 7.
 - g. **Step 7** - A Teacher with proficient accreditation in their fifth year of service at proficient level.
 - h. **HALT** - A Teacher who holds Highly Accomplished or Lead Teacher accreditation with NESA (NSW Education Standards Authority).

39. A reference to “service at a proficient level” in paragraph 38 means any service that the Teacher has completed following the attainment of proficient accreditation.

Teachers – Service

40. In the case of a Teacher, the following will count as service:
- a. teaching experience in preschools, kindergartens, multi-purpose centres, early intervention services, long day care centres and other similar services;
 - b. teaching experience of children from 4 to 8 years (or in the infants department) of a school registered and/or accredited under the relevant authority in each state or territory;

- c. service as a lecturer in early childhood education or child development, as a child development officer or as a Family Day Care Co-ordinator or equivalent; and
- d. service as a Children’s Services Employee or Family Day Care carer at the rate of one year of teaching service for every 3 years of service, up to a maximum of 4 years of teaching service.

41. For the purpose of calculating service:

- a. For full-time service – all service as outlined in paragraph 40 shall be counted.
- b. For part-time service – periods of part-time service as a Teacher shall count as service in that proportion that the part-time teaching load bore to the relevant full-time teaching load. All other periods of part-time service shall count as service in that proportion that the part-time employment bore to full-time employment.
- c. or casual teaching service – all casual teaching engagements count as service. The equivalent of one year of full-time service is 240 casual days in a long day care centre or 200 casual days in a preschool or school.

Teachers – Transition to new classification structure

42. Notwithstanding paragraph 38, Employees who were employed immediately prior to the commencement of this Agreement will be classified in accordance with the following table, except where classification pursuant to paragraph 38 would result in the Employee being classified at a higher level:

Old Classification		New Classification
Three Year Trained	Four Year Trained	
Step 1	Step 1	Step 1
Step 2		
Step 3		
Step 4	Step 2	Step 2
Step 5	Step 3	Step 3
Step 6	Step 4	Step 4
Step 7	Step 5	Step 5
Step 8	Step 6	Step 6
Step 9	Step 7	Step 7
Step 10	Step 8	Step 7
Step 11	Step 9	Step 7
-	-	HALT

Teachers - Evidence of qualifications or experience

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

Teachers – Reclassification

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

Teachers – Returning to Teaching

46. A Teacher with at least 2 years' service who was previously accredited as proficient or who was not required to be accredited as proficient who:
 - a. is returning to teaching following a break of teaching service, where they have not obtained or maintained proficient status; or
 - b.(ii) otherwise does not hold proficient accreditation statusshall be classified on Level 2 for one year full-time equivalent teaching service, during which period the Teacher may apply for proficient teacher accreditation or apply for mutual recognition (in the case of an interstate teacher) with NESAs. Upon attaining proficient teacher accreditation, the Teacher will progress to the relevant level between Level 2 and Level 4 based on their service.
47. If the Teacher does not attain proficient teacher accreditation within the one year full-time equivalent teaching service, the teacher will be paid at Level 1 until the Teacher achieves proficient teacher accreditation. On such date the Teacher will progress to the relevant level between Level 2 and Level 4 based on their service.

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

Children’s Services Employees – Rates of pay

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

Children’s Services Employees – Progression

49. A Children’s Services Employee shall be appointed to a classification level as set out in paragraphs 54 to 64 having regard to the duties required by the Employer to be undertaken, the qualifications and the length of service of the Children’s Services Employee.
50. A Children’s Services Employee shall commence on the step in the appropriate classification level commensurate with the number of full-time equivalent years of employment in early childhood services (or any other childcare services conducted by this Employer) and shall progress in accordance with paragraphs 55-57, 61 - 62 and 65- 66.
51. Progression through the steps of each classification under paragraphs 55-57, 61 - 62 and 65- 66 for Children’s Services Employees shall occur:
- a. after 12 months of service on a step, where the Employee is full-time, or otherwise works more than 19 hours per week; and
 - b. after 24 months of service, where the Employee works 19 hours or less per week.
52. Upon engagement, Full-time and Part-time Children’s Services Employees shall provide details of their qualifications and employment history in early childhood and childcare services for the purposes of determining, where necessary, the appropriate Level and Step under the classification structure.

Children’s Services Employees – Higher duties

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

Children's Services Employees – qualifications, duties and progression

54. A **Children's Services Employee Level 1** is an Employee who has completed AQF Certificates II or III in Children's Services or an equivalent qualification or, alternatively, this Employee will possess, in the opinion of the Employer, sufficient knowledge or experience to perform the duties at this level.

- The Indicative duties of a Children's Services Employee Level 1 are:
- assist in the implementation of the children's program under supervision;
- assist in the implementation of daily care routines;
- develop awareness of and assist in maintenance of the health and safety of the children in care;
- give each child individual attention and comfort as required;
- understand and work according to the Centre or service's policies and procedures;
- demonstrate knowledge of hygienic handling of food and equipment;
- demonstrate knowledge of hygienic handling of food and equipment;
- assist in the preparation, implementation and evaluation of developmentally appropriate programs for individual children or groups;
- record observations of individual children or groups for program planning purposes for qualified staff;
- under direction, work with individual children with particular needs;
- assist in the direction of untrained staff;
- undertake and implement the requirements of quality assurance;
- work in accordance with food safety regulations.

55. A Children's Services Employee Level 1.1 who has completed AQF III in Children's Services (or an equivalent qualification) is entitled to progress to Children's Services Employee Level 1.2 after 12 months of service or, if employed for 19 hours or less, after 24 months of service.

56. A Children's Services Employee Level 1.2 is entitled to progress to Children's Services Employee Level 1.3 after 12 months of service or, if employed for 19 hours or less, after 24 months of service.

57. A Children's Services Employee Level 1.3 is entitled to progress to Children's Services Employee Level 1.4 after 12 months of service or, if employed for 19 hours or less, after 24 months of service.

58. A **Children's Services Employee Level 2** is an Employee who has completed a Diploma in Children's Services or equivalent (e.g. Certificate IV in Out of School Hours Care) and performs other additional indicative duties as set out in paragraph

60. An Employee at this level may be appointed as the person in charge of a group of children or as a Nominated Supervisor under the Education and Care Services National Regulations.

59. An Employee at this level will also take on the same duties and perform the same tasks as a Children's Services Employee Level 1.

60. The Additional Indicative duties of a Children's Services Employee Level 2 are:

- responsible, in consultation with the Director for the preparation, implementation and evaluation of a developmentally appropriate program for individual children or groups;
- responsible to the Director for the supervision of students on placement;
- responsible for ensuring a safe environment is maintained for both staff and children;
- responsible for ensuring that records are maintained accurately for each child in their care;
- develop, implement and evaluate daily care routines;
- ensure that the Centre or service's policies and procedures are adhered to.

61. A Children's Services Employee Level 2.1 is entitled to progress to Children's Services Employee Level 2.2 after 12 months of service or, if employed for 19 hours or less, after 24 months of service.

62. A Children's Services Employee Level 2.2 is entitled to progress to Children's Services Employee Level 2.3 after 12 months of service or, if employed for 19 hours or less, after 24 months of service.

63. A **Children's Services Employee Level 3** is an Employee who has completed an AQF Level V Diploma in Children's Services or equivalent (e.g. Certificate IV in Out of School Hours Care) who performs other additional indicative duties as set out in paragraph 60 and is appointed as an Assistant Director or a Children's Services Co-ordinator at the Centre in accordance with paragraphs 67 and 68.

64. A Children Services Employee Level 3 in addition to the duties of a Children Services Employee Level 2, undertakes responsibilities including:

- co-ordinate and direct the activities of Employees engaged in the implementation and evaluation of developmentally appropriate programs;
- contribute through the Director to the development of the Centre's policies;
- assist in the coordinating of the Centre's operation, including Occupational Health and Safety, program planning and staff training;
- assist in the day-to-day management of the Centre;

- be the responsible person under the Education and Care National Regulations, if required by the Director in their absence;
- assist in supervision of Employees of the service;
- assist in supervising staff trainees and students on placement;
- assist in administrative functions as assigned by the Director.

65. A Children's Services Employee Level 3.1 is entitled to progress to Children's Services Employee Level 3.2 after 12 months of service or, if employed for 19 hours or less, after 24 months of service.

66. A Children's Services Employee Level 3.2 is entitled to progress to Children's Services Employee Level 3.3 after 12 months of service or, if employed for 19 hours or less, after 24 months of service.

67. Assistant Director

- a) Is an employee who has completed an AQF Level V Diploma in Children's Services and is appointed an assistant Co-ordinator or in the view of the Employer has the necessary skills and knowledge to perform the task.
- b) An Assistant Coordinator means a carer appointed by the Employer to perform administrative and management functions which assist in the co-ordinator, administration and management of the extended hours of operation of the service, under direction from the director and is responsible to the Director.

68. Co-Ordinator (Diploma)

- (a) Is an employee who holds a AQF Level 5 Diploma in Children's Services who is appointed to co-ordinate, manage and administer the extended hours of operation of the Preschool under the direction of the Director and is responsible to the Director.
- (b) An Employee appointed as the Co-ordinator shall, in addition duties of a Children Services Employee Level 2, be required to perform all of the following duties
 - Be accountable to the Employer for the administration of the service,
 - Co-ordinate and manage the operation of the service.
 - Manage service employees through liaison and consultation with the employer.
 - Ensure day to day administrative tasks of the extended hours operation of the Preschool are completed appropriately, including requirements for funding and licensing.
 - Ensure the Preschool adheres to all relevant regulations and licensing guidelines.
 - Ensure all appropriate records are maintained.

- Liaise with and consult with parents regarding the needs of the children and the community.
- Assist with the preparation of budgets in consultation with the director and the Employer, making appropriate recommendations and manage the Service financial responsibility within approved levels.
- Attend meetings required by the Employer consistent with position responsibilities.
- Act as Nominated Supervisor in accordance with the *Education and Care Services National Regulations* as amended, where required by the employer.
- Develop, implement and evaluate Service policies with procedures and ensure these and licensing conditions are in consultation with employer.
- Prepare and present reports regarding services issues.
- Develop goals and direction for the service in consultation with Employees, the Director and management, which are in line with early childhood policy and best practice.
- Ensure government guidelines on priority of access to the service are adhered to.
- Other duties as required by the Employer which are within the knowledge, skills and capabilities of the employee including at a lower classification, provided that this does not promote de-skilling.

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

Administrative Employees – Rates of pay

69. The minimum hourly rate of pay for an Administrative Employee are set out in [Table 5](#) of Schedule 1. To obtain a weekly rate the hourly rate is multiplied by 38 and to obtain an annual rate the weekly rate is multiplied by 52.14.
70. An Administrative Employee shall initially be appointed to the appropriate level set out in paragraphs 70 to 73 as determined by the Employee's skills and/or qualifications and the duties required to be performed.

Administrative Employees - Qualifications and the duties

71. An Employee who is an **Administrative Employee Level 1** may be required to:

- answer phone and email enquiries;
- operate office equipment and use word processing and spreadsheet software packages to produce correspondence and business documents;
- maintain records management systems, files and databases; and
- perform a range of financial tasks including the preparation of cash payment summaries, banking report and bank statements, basic payroll functions, petty cash management, invoicing, reconciliation of accounts, and applying purchasing and inventory control requirements.

72. An Employee who is an **Administrative Employee Level 2** may be required to:

- perform the range of duties applying to an Administrative Employee Level 1;
- perform financial duties requiring a higher level of responsibility including the preparation of financial or tax schedules, the calculation of costings and wages requirements, the completion of payroll data for authorisation and the reconciliation of accounts to balance;
- provide information in relation to matters that include employment conditions, superannuation entitlements, and workers compensation;
- resolve complex operational problems;
- assist the Director in preparing detailed compliance and operational reports;
- prepare correspondence on behalf of the Director and parent committee with limited instruction; and
- Train and supervise Level 1 Employees.

73. An **Administrative Employee Level 3** may be required to:

- Perform the range of duties applying to an Administrative Employee Level 2;
- Process enrolments.
- Respond to and assist with enquiries from parents, staff and the community.
- Maintain records and enter financial data into computer systems and prepare financial records and reports for review and authorisation.
- Assist staff with the preparation of documents, internal and external publications and resource materials.
- Operate and ensure the upkeep of office and preschool equipment and machinery
- Prepare and process financial transactions within established routines, methods and procedures including assisting with year-end processing and the processing of casual staff timesheets.
- Provide administrative support to the Director and the Preschool Management Committee, including arranging appointments, meetings and venues; taking and distributing minutes; as well as drafting confidential and general correspondence.
- Arrange quotes for the purchase, maintenance and disposal of preschool equipment.
- Arrange quotes for minor maintenance.
- Maintaining inventories, ordering and stocktaking.
- Managing lost property and clothing pools.
- Other related duties as directed from time to time.

74. An **Administrative Employee Level 4** is an employee who is responsible for the efficient management of the Preschool's financial and administrative systems in a preschool with less than 100 licenced places. An **Administrative Employee Level 4** will be required to perform the duties of an Administrative Employee Levels 1 to 3 in addition to other more complex duties that typically require a skill level which assumes and requires knowledge and training equivalent to a Degree with subsequent experience or extensive experience and specialist expertise or broad knowledge in technical or administrative fields. They will be responsible for the supervision and training of other administrative employees and required to manage the provision of support for preschool activities and routines, including welfare and wellbeing of enrolled children and work with the Director, Preschool Management Committee and staff as required

75. An **Administrative Employee Level 4** may be required to:

- Perform the range of duties applying to an Administrative Employee Level 3;
- Oversee the operation of the preschool's office and other administrative activities including the performance of financial and administrative tasks and the operation of computer systems.
- Provide support to the Director, Preschool Management Committee and preschool staff concerning administrative and financial matters, including participating in financial decision-making processes.

- Participate in the development and implementation of preschool management plans and procedures.
- In accordance with the preschool budget cycle, maintain relevant accounts to assist in the monitoring of preschool expenditure and the formulation of period and year end entries, including expenditure on and processing of salaries.
- Use and maintain administrative and financial computer software packages, including desktop publishing, database and/or web software, at an advanced level.
- Update and maintain records and databases, complying with administrative systems and processes, to ensure that all information is accurate, stored correctly and is accessible.
- Prepare correspondence.
- Oversee inventories, ordering of supplies and stocktaking.
- Liaise with students, parents, visitors and preschool staff on preschool administrative and financial matters.
- Allocating staff and duties as well as monitoring leave, co-ordinating financial procedures, administration and support for teaching and learning activities.
- Monitoring work output and quality, including the identification of professional development, training and support needs.
- Developing and implementing Performance Development Plans (PDPs) for other administrative employees in consultation with the Director.
- Developing and delivering induction programs for new preschool employees.

76. An **Administrative Employee Level 5** is an employee who is responsible for the efficient management of the Preschool's financial and administrative systems in a Preschool with more than 100 or more licenced places. An **Administrative Employee Level 5** will be required to perform the duties of an Administrative Employee Levels 1 to 3 in addition to other more complex duties that typically require a skill level which assumes and requires knowledge and training equivalent to a Degree with subsequent experience or extensive experience and specialist expertise or broad knowledge in technical or administrative fields. They will be responsible for the supervision and training of other administrative employees and required to manage the provision of support for preschool activities and routines, including welfare and wellbeing of enrolled children and work with the Director, Preschool Management Committee and staff as required.

77. An **Administrative Employee Level 5** may be required to:

- Perform the range of duties applying to an Administrative Employee Level 3;
- Oversee the operation of the preschool's office and other administrative activities including the performance of financial and administrative tasks and the operation of computer systems.
- Provide support to the Director, Preschool Management Committee and preschool staff concerning administrative and financial matters, including participating in financial decision-making processes.

- Participate in the development and implementation of preschool management plans and procedures.
- In accordance with the preschool budget cycle, maintain relevant accounts to assist in the monitoring of preschool expenditure and the formulation of period and year end entries, including expenditure on and processing of salaries.
- Use and maintain administrative and financial computer software packages, including desktop publishing, database and/or web software, at an advanced level.
- Update and maintain records and databases, complying with administrative systems and processes, to ensure that all information is accurate, stored correctly and is accessible.
- Prepare correspondence.
- Oversee inventories, ordering of supplies and stocktaking.
- Liaise with students, parents, visitors and preschool staff on preschool administrative and financial matters.
- Allocating staff and duties as well as monitoring leave, co-ordinating financial procedures, administration and support for teaching and learning activities.
- Monitoring work output and quality, including the identification of professional development, training and support needs.
- Developing and implementing Performance Development Plans (PDPs) for other administrative employees in consultation with the Director.
- Developing and delivering induction programs for new preschool employees.

78. An **Administrative Employee Level 6 - Office Manager** is an employee who is appointed to the position of Office Manager by the Employer. Such appointment will be at the sole discretion of the Employer.

An **Administrative Employee Level 6** will be required to perform the duties of an Administrative Employee Levels 1 to 5 in addition to other more complex duties that typically require a skill level which assumes and requires knowledge and training equivalent to a Degree with subsequent experience or extensive experience and specialist expertise or broad knowledge in technical or administrative fields.

79. An Administrative Employee who is required to perform any of the duties in a higher classification for more than one day must be paid at the rate for the higher classification for the day and subsequent days when higher duties are performed.

Part G – Allowances and other remuneration

Director's Allowance

80. A Full-time or Part-time Teacher who is appointed as a Director shall be paid, in addition to the amounts payable pursuant to paragraph 37, an allowance set out in [Table 7](#) of Schedule 1 for all ordinary hours worked. The level of the Director's Allowance shall be determined on the basis of the number of approved places in the Centre.
81. This Allowance is paid for all purposes including, but not limited to, annual leave, annual leave loading, long service leave, personal/carers leave, severance pay and on termination.

Nominated Supervisor's Allowance

82. A Full-time or Part-time Employee who is appointed as a Nominated Supervisor **but is not a Director** shall be paid, in addition to the amounts payable pursuant to paragraph 37, a Nominated Supervisor's Allowance in accordance with [Table 7](#) of Schedule 1 for all ordinary hours worked. The level of the Nominated Supervisor's Allowance shall be determined on the basis of the number of approved places in the Centre.
83. The Nominated Supervisor'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.

Directors Allowance – Not Nominated Supervisor

84. A full or part-time teacher who is appointed as a Director, but not appointed as a Nominated Supervisor, shall be paid, in addition to the amounts payable pursuant to paragraph 37, an allowance set out in Table 7 of Schedule 1 for all ordinary hours worked. The level of this Allowance shall be determined on the basis of the number of approved places in the Centre.
85. This Allowance is paid for all purposed including, but not limited to annual leave, annual leave loading, long service leave, personal/carers leave, severance pay and on termination.

Educational Leader's Allowance

86. A Full-time or Part-time Teacher or Children's Services Employee who is appointed as an Educational Leader shall be paid, in addition to the amounts payable pursuant to paragraph 37, an Educational Leader's Allowance in accordance with the amount specified as the Educational Leader's Allowance in the Educational Services (Teachers) Award 2020, as varied from time to time.

87. An Employee who is appointed as a Director who is also appointed as an Educational Leader, is entitled to both the Director's Allowance and the Educational Leader's Allowance.
88. Where an Employee is required to act as the Educational Leader for less than 5 days per week, the annual allowance prescribed in paragraph 86 will be payable for the number of hours that the employee is required to act as Educational Leader.
89. The Educational Leader's Allowance is paid for all purposes including, but not limited to, annual leave, annual leave loading, long service leave, personal/carers leave, severance pay and on termination.

Acting Up - Allowances

90. An Employee required by the Employer to act as Director, Nominated Supervisor or Educational Leader for at least ten consecutive working days shall be paid the appropriate allowance as prescribed in paragraphs 80, 82 or 86.
91. An Employee shall not be required to carry out such duties in an acting capacity for more than a full year, or for up to two years where the Employee is replacing another Employee who is on leave.

Meal Allowances

92. An Employee who is required to work overtime for more than one and half hours, without being notified on the previous day or earlier that they will be required to work, will be entitled to a meal allowance in accordance with the amount specified as in the employee's relevant Awards, being either the Children's Services Award 2010, or the Clerks- Private Sector Award 2020, as varied from time to time.

Travelling expenses

93. Where an Employee is required to use their vehicle for work purposes (other than for journeys between home and the place of employment), the Employee shall be paid a travel allowance in accordance with the amount specified in the employee's relevant Awards, being either the Educational Services (Teachers) Award 2020, the Children's Services Award 2010, or the Clerks- Private Sector Award 2020, as varied from time to time.
94. Travelling and other out of pocket expenses reasonably incurred by an Employee in the course of duties required by the Employer shall be reimbursed by the Employer.

Payment of wages

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

Payment on termination

96. The Employer must pay an Employee no later than 7 days after the day on which the Employee's employment terminates:
- a. the Employee's wages and other entitlements under this Agreement for any complete or incomplete pay period up to the end of the day of termination; and
 - b. All other amounts that are due to the Employee under this Agreement and the NES.

Overpayments

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

Salary packaging

98. The Employer may offer salary packaging in respect of the Employee's ordinary earnings including allowances. Salary packaging shall mean that the Employee will have part of their ordinary earnings including allowances packaged into a fringe benefit which does not constitute a direct payment to the Employee but is payable to a bona fide third party. Neither the Employer nor the Employees may be compelled to enter into a salary packaging agreement.
99. The terms and conditions of such a package shall not, when viewed objectively, be less favourable than the entitlements otherwise available under this Agreement and shall be subject to the following provisions:
- a. the Employer shall ensure that the structure of any agreed remuneration package complies with taxation and other relevant legislation;
 - b. where there is an agreement to salary package, the agreement shall be in writing and made available to the Employee;
 - c. the Employee shall be provided with, or have access to, details of the payments and transactions made on their behalf; and
 - d. prior to entering into any salary packaging agreements, the Employee will be given the opportunity by the Employer to seek independent advice in respect of salary package arrangements.
100. In the event that the Employer or Employee withdraws from a salary packaging agreement, the individual Employee's salary will revert to whichever is the higher of:
- a. the ordinary time rate of pay that applied to the Employee prior to the commencement of the salary packaging agreement; or
 - b. the applicable rate specified in Schedule 1 of this Agreement.

101. The Employer or Employee may vary or cancel any salary packaging agreements by the giving of one month's notice of cancellation to the other party.
102. Superannuation Guarantee Contributions will be calculated by reference to the remuneration the Employee would have been entitled to receive but for the salary packaging arrangement.
103. Any payment including any allowances, penalty rates, overtime, payment for unused leave entitlements shall be calculated by reference to the ordinary earnings including allowances which would have applied to the Employee but for the salary packaging arrangement and payable during employment or on termination of employment.
104. 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 personal leave.

Superannuation

105. The Employer must make such superannuation contributions to a superannuation fund for the benefit of an Employee as will avoid the Employer being required to pay the superannuation guarantee charge under superannuation legislation with respect to that Employee. At the time of the making of this Agreement, the relevant percentage was 11.5%.
106. The default superannuation fund for Employees who do not nominate a superannuation fund will be HESTA Super Fund, which offers a My Super product.
107. Employees may choose the superannuation fund of their choice at any time.

Part H Hours of work

Hours of work – Teachers

108. The ordinary hours of work for Teachers inclusive of meal and rest breaks, shall be an average of 38 hours per week. The ordinary hours of work may be averaged over a 12-month period.
109. The ordinary hours of work for Teachers may be worked between the hours of 7:00 am and 6:30 pm between Monday and Friday.
110. Teachers are not generally required to attend for periods of time when children are not present, subject to the needs of the Employer with regard to professional development, meetings, student free days and other activities requiring the Employee's attendance. Teachers will continue to be paid for their normal hours of work during non-term time.
111. The maximum number of days that a Teacher will be required to attend during term weeks and non-term weeks will be 205 in each preschool year.

No of days per week	No of days of attendance per year.
Full time (5 days)	205 days in a year
4 days	164 days in a year
3 days	123 days in a year
2 days	83 days in a year
1 day	41 days in a year

112. The Employer will provide written notice of the term weeks and days in non-term time on which the Teachers are required to attend six months in advance of the requirement to attend.

Hours of work – Children's Services Employees

113. The ordinary hours of work for Children's Services Employees inclusive of meal and rest breaks, shall be an average of 38 hours per week. The ordinary hours of work may be averaged over a 4 week period.
114. The ordinary hours of work for Children's Services Employees shall not exceed 8 hours per day and may be worked between the hours of 7:30 am and 6:00 pm between Monday to Friday.

115. Children's Services Employees are not generally required to attend for periods of time when children are not present, subject to the needs of the Employer with regard to professional development, meetings, student free days and other activities requiring the Children's Services Employee's attendance. Children's Services Employees will continue to be paid for their normal hours of work during non-term time.
116. The Employer will provide written notice of the term weeks and days in non-term time on which the Children's Services Employees are required to attend, six months in advance of the requirement to attend.

Hours of work – Administrative Employees

117. The ordinary hours of work for Administrative Employees, exclusive of meal breaks, shall be an average of 38 hours per week. The ordinary hours of work may be averaged over a 4 week period.
118. The ordinary hours of work for Administrative Employees shall not exceed 8 hours per day and may be worked between the hours of 7:30am and 6:00pm between Monday to Friday.
119. Administrative Employees are not generally required to attend for periods of time when children are not present, subject to the needs of the Employer with regard to professional development, meetings, student free days and other activities requiring the Administrative Employee's attendance. Administrative Employees will continue to be paid for their normal hours of work during non-term time.
120. The Employer will provide written notice of the term weeks and days in non-term time on which the Administrative Employees are required to attend, six months in advance of the requirement to attend.

Overtime - Children's Service's Employees and Administrative Employees

121. All hours worked by Children's Services Employees and Administrative Employees outside the ordinary hours of work prescribed by paragraphs 113, 114, 117 and 118 shall be paid at the rate of time and one half for the first two hours and double time thereafter.
122. In the case of a casual employee, overtime will be calculated using the casual hourly rates of pay as contained in [Table 4](#) and [Table 6](#).

Time off in lieu of overtime

123. Children's Services Employees and Administrative Employees and the Employer may agree in writing to the Employee taking time off instead of being paid for a particular amount of overtime that has been worked by the Employee.
124. Overtime taken as time off during ordinary hours shall be taken at the ordinary time rate, that is an hour off for each hour worked.

125. An Employer shall, if requested by an Employee, provide payment at the rate provided for in paragraph 121, for any time off in lieu of overtime which has not been taken.
126. If time off in lieu of overtime is not taken within 12 months, the Employer must pay the Employee for the overtime in the next pay period, at the overtime rate applicable to the overtime when worked.
127. On termination of employment, all time in lieu hours accrued shall be paid at overtime rates.

Weekend Work

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

Additional Hours - Reasonableness

131. Employees may refuse a request to work additional hours if the request is unreasonable or if the refusal is reasonable.
132. In determining whether additional hours are reasonable or unreasonable the following must be taken into account:
 - a) any risk to Employee health and safety from working the additional hours;
 - b) the Employee's personal circumstances, including family responsibilities;
 - c) the needs of the Centre;
 - d) whether the Employee is entitled to receive overtime payments or other compensation for, or a level of remuneration that reflects an expectation of, working additional hours;
 - e) any notice given by the Employer of any request or requirement to work the additional hours;
 - f) any notice given by the Employee of their intention to refuse to work the additional hours;
 - g) the usual patterns of work in the industry, or the part of an industry, in which the Employee works;
 - h) the nature of the Employee's role, and the Employee's level of responsibility; and
 - i) any other relevant matter.

Additional Hours - Part-time Employees

133. A Part-time Teacher who agrees to work in excess of their Agreed Part-time Hours on any day that they normally work will be paid for the additional hours at their ordinary hourly rate of pay. Any additional work performed on any other day will be paid either:
- a. at the applicable casual rate; or
 - b. where the Centre and the Teacher agree, at the ordinary hourly rate, provided that the additional hours will be treated as a variation to normal hours of work requiring an adjustment payment as set out in paragraph 156.
134. Part-time Children's Services Employees who agree to work in excess of their normal rostered hours shall be paid at ordinary time rates for up to eight hours provided that the additional time worked is during ordinary hours of operation of the Centre.
135. Part-time Administrative Employees who agree to work in excess of their normal rostered hours shall be paid at rate of time and half for the first two hours and double time thereafter.

Meal Breaks - Teachers and Children's Services Employees

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

Meal Breaks - Administrative Employees

139. An Administrative Employee who works more than 5 hours at a time is entitled to one 30 to 60 minute unpaid meal break, to be taken within the first 5 hours of work and within 5 hours after resuming work after a meal break.
140. An Administrative Employee who is engaged for not more than six hours continuously may elect to forego a meal break.

Rest Breaks – All Employees

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

Part I - Leave

Annual Leave

142. Employees shall receive four weeks annual leave in accordance with the National Employment Standards.
143. The Centre can, with 4 weeks' notice, implement a Centre Christmas Closedown Period (CCCP).
144. Teachers use their annual leave during the CCCP and will be paid in accordance with paragraph 110. Annual Leave for a Teacher who has not worked the full year or whose hours have varied or whose employment is terminated is calculated according to paragraphs 151 or 217.
145. Children's Services Employees and Administrative Employees use their annual leave during the CCCP.
146. Where a Children's Services Employee or Administrative Employee does not have sufficient accrued annual leave to cover the first four weeks of the CCCP, they may be required to take leave without pay.
147. Where the Centre is closed during a vacation period, other than the first four weeks of the CCCP, and no work is available, a Children's Services Employee or Administrative Employee will be paid their ordinary rate of pay.
148. Should a Children's Services Employee or Administrative Employee not complete any period of 12 months service, the Employee shall on the termination of employment be entitled to payment in lieu of annual leave on a proportionate basis.
149. Annual Leave shall be paid at the rate of pay including any allowances normally paid at the time of taking leave.

Annual Leave – Teachers - Adjustment of salaries - Formula

150. Paragraph 151 applies only to Teachers (other than Casual Teachers) and incorporates the NES entitlement with respect to annual leave. It shall apply in circumstances where a Teacher:
 - a) commences employment after the Preschool Service Date (paragraph 152);
 - b) takes leave without pay in excess of 20 pupil days per year (paragraphs 153-155); or
 - c) is subject to a variation of hours during the preschool year (paragraph 156).
151. Payments made pursuant to paragraphs 152-156 shall be calculated in accordance with the following formula:

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

Where:

P = payment due;

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

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

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

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

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

152. Where a Teacher commenced employment after the Preschool Service Date and such employment is to continue into the next preschool year, the Teacher shall be paid an amount at the conclusion of Term 4 calculated in accordance with paragraph 151. This payment reflects the proportionate payment for non-term time including annual leave that the Teacher has accrued. The Teacher shall receive no other payment (other than Annual Leave Loading) until the Preschool Service Date in the following year.

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

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

- a. at the commencement of the leave a payment shall be calculated in accordance with paragraphs 151 and made in respect of the Preschool year in which the leave commences;
- b. at the end of Term 4 in the Preschool year in which the leave concludes a payment shall be calculated in accordance with paragraph 151 and made in respect of that Preschool year; and
- c. if the Teacher returns early from leave in the same Preschool year, any payment made under subparagraph a will be taken into account in calculating the amount owed to the Employee at the end of Term 4.

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

156. Where a Teacher's normal hours of work have varied since the Preschool Service Date in any year, the Teacher shall be paid at the conclusion of Term 4 in accordance with paragraph 151 and shall receive no other payment (other than Annual Leave Loading) until the Preschool Service Date in the following year.

Annual Leave Loading

157. Where an Employee takes annual leave, they shall be paid an additional annual leave loading of 17.5% on the amount payable to the Employee for the period of the annual leave.

158. Upon termination of employment, an Employee will be paid annual leave loading on any untaken annual leave.

159. The loading payable to Teachers upon commencement of the CCCP or upon termination of employment is calculated using the following formula:

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

Public Holidays

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

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

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

161. An Employee is entitled to be absent on a day or part day that is a public holiday.

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

Personal Leave

163. Full-time Teachers shall be entitled to 15 days personal leave in each year of service and 25 days in subsequent years. Teachers may accumulate up to 120 days of untaken personal leave in their first six years of service after which 10 days of untaken personal leave shall accumulate each year.

164. Full-time Children's Services Employees and Full-time Administrative Employees shall be entitled to 15 days' personal leave with pay in their first year of service and 12 days in subsequent years. Untaken personal leave is fully accumulative.

165. The personal leave entitlement of a Part-time Employee shall be in that proportion which the average number of hours of work by the Employee bears to 38. When the number of hours worked by a Part-time Employee varies, the personal leave entitlement of the Employee shall be calculated and credited to the Employee in hours at the time of such variation.

166. Personal leave will be credited on each anniversary of employment, provided that an Employee in the first 3 months of employment, may not take more than 5 days of personal leave.

167. The taking of leave outlined in paragraphs 163 and 164 of this Agreement shall be subject to the following requirements:

- a. An Employee intending to take leave must notify the Employer as soon as practicable (which may be a time after the leave has started) of:
 - i. their inability to attend work;
 - ii. the reason for their inability to attend work; and
 - iii. the estimated duration of the absence.
- b. An Employee who is absent for more than 2 consecutive days or has a pattern of absences as identified in paragraphs 168 and 169, they may be required to provide evidence that would satisfy a reasonable person that they were unfit for work.

168. Where the Employee has either taken frequent single days of personal leave; or taken extended personal leave; or taken frequent days of personal leave immediately before and/or after a public holiday or non-term time the Employer may take the following action:

- a) arrange a meeting in order to clarify their concerns with the Employee;
- b) invite the Employee to respond verbally or in writing to the issues raised by the Employer; and
- c) allow the Employee to seek the assistance of a support person during meetings (this may include a Union representative).

169. After consideration of the Employee's response, the Employer may:

- a) request further evidence of illness/ injury or care/support responsibility;
- b) request the Employee to obtain a second opinion from another doctor (at the Employer's cost) or obtain a medical report (at the Employer's cost);
- c) request a more detailed estimation of the likely length of the absence;
- d) discuss with the Employee any other action. This may include but is not limited to the Employee applying for flexible working arrangements.

Carer's Leave

170. An Employee with responsibilities in relation to a member of the Employee's household or Employee's immediate family shall be entitled to use personal leave for absences to provide care and support, for such persons when they are ill or injured or who require care due to an emergency. Such leave may be taken for part of a single day.

171. An Employee intending to take personal leave to provide such care and support must notify the Employer as soon as practicable (which may be a time after the leave has started) of:

- a) their absence and the estimated length of that absence;
- b) the Employee's relationship to the person requiring care; and
- c) whether it relates to an illness, injury or emergency.

172. Where the Employee is absent for more than 2 consecutive days, or has a pattern of absences as identified in paragraphs 168 and 169 they may be required to provide a medical certificate, statutory declaration or other evidence that would satisfy a reasonable person that the illness, injury or emergency required the care provided by the Employee.

173. An Employee (including a Casual Employee) who does not have accrued paid personal leave is entitled to 2 days of unpaid carer's leave for each occasion when a member of the Employee's immediate family or household requires care or support because of an illness, injury or emergency.

174. An Employer must not fail to re-engage a Casual Employee because the Employee accessed the entitlements provided for in paragraph 173. The rights of an Employer to engage or not to engage a Casual Employee are otherwise not affected.

Compassionate Leave

175. An Employee (other than Casual Employee) is entitled to two days of paid compassionate leave for each occasion when a member of the Employee's immediate family or household:

- a) contracts or develops a personal illness that poses a serious threat to their life;
- b) sustains a personal injury that poses a serious threat to their life;
- c) dies; or
- d) delivers a stillborn child or has a miscarriage.

176. An additional day of compassionate leave may be taken out of an Employee's personal leave entitlements.

177. The notice and evidence requirements shall be as set out in paragraphs 171-172.

178. For Casual Employees, compassionate leave is unpaid.

Family and Domestic Violence Leave

179. An Employee is entitled to 10 days' paid leave to deal with family and domestic violence (family and domestic violence leave), as follows:

- a) the leave is available in full at the start of each 12 month period of the Employee's employment; and
- b) the leave does not accumulate from year to year; and
- c) is available in full to Part-time Employees.

180. An Employee may take paid family and domestic violence leave if the Employee:

- a) is experiencing family and domestic violence; and
- b) needs to do something to deal with the impact of the family and domestic violence and it is impractical for the Employee to do that thing outside their ordinary hours of work. Such things may include (but are not limited to) the making arrangements for the Employee's safety or the safety of a family member (including relocation), attending urgent court hearings, or accessing Police services.

181. Family and domestic violence means violent, threatening or other abusive behaviour by a family member of an Employee that seeks to coerce or control the Employee and that causes them harm or to be fearful.
182. A reference to a family member includes a member of the Employee's immediate family, their former spouse or de facto partner and any person related to the Employee according to Aboriginal or Torres Strait Islander kinship rules.
183. An Employee must give their Employer notice of the taking of family and domestic violence leave. The notice must be given to the Employer as soon as practicable (which may be a time after the leave has started) and must advise the Employer of the period, or expected period, of the leave.
184. An Employee may be required to provide evidence that would satisfy a reasonable person that the leave is taken for the purpose specified in paragraph 180. Such evidence may include a document issued by the Police service, a court or a family violence support service, or a statutory declaration.
185. Employers must ensure any notice given or evidence provided under paragraphs 183-184 is treated confidentially. Nothing prevents an Employer from disclosing information provided by an Employee if the disclosure is required by an Australian law or is necessary to protect the life, health or safety of the Employee or another person.
186. For Casual Employees, family and domestic violence leave is unpaid.

Long Service Leave

187. Except in so far as expressly varied by the provisions of this clause, the provisions of the *NSW Long Service Leave Act 1955* will apply to the employees employed under this Agreement.
188. An Employee may request and be granted leave without pay, to be taken in addition to long service leave, such that the total period of leave comprises one or more complete preschool terms.
189. An Employee may apply to access short blocks of long service leave (of less than a preschool term).
190. Long Service Leave will be exclusive of non-term time adjacent to or within the period of leave.

Examination and Study Leave

191. An Employee may take up to one day of paid leave on the day of any examination in a course that furthers their early childhood education or training, or is accredited by ACECQA, or is otherwise agreed to by the Employer.
192. An Employee who is enrolled in a course that furthers their early childhood education or training, or is accredited by ACECQA, or is otherwise agreed to by the Employer shall be granted leave without pay for the purpose of attending any

compulsory work placement, practicum, or residential school (or a remote learning equivalent).

Parental Leave

193. Employees are entitled to take unpaid parental leave in accordance with the Act.
194. An Employee shall be entitled to use up to one days of personal leave in relation to their partner giving birth. Such leave will generally be taken from the date of birth or during the period between entering and leaving the birthing facility.
195. An Employee shall be entitled to use up to one days of personal leave in relation to the adoption of a child.

Flexible working arrangements

196. An Employee may request a change in working arrangements (a Flexible Working Arrangement) where the Employee:
 - a. Is a parent, or has responsibility for the care of a child who is of school age or younger;
 - b. Is a carer (within the meaning of the carer as per the *Carer Recognition Act 2010*);
 - c. has a disability;
 - d. is 55 or older;
 - e. is experiencing family and domestic violence as defined in paragraph 181; or
 - f. is providing care and support to a member of the Employee's family or household because that person is experiencing family and domestic violence as defined in paragraph 181.
197. A Flexible Working Arrangement includes a change from full-time to part-time work, changes in hours of work, changes in patterns of work and changes in the location of work.
198. The Employee must request the Flexible Working Arrangement in writing and set out details of the change sought and the reasons.
199. Where an Employee on Parental Leave wishes to make a request for Flexible Working Arrangements on return, such a request should be made as soon as possible before the date upon which the Employee is due to return.
200. The Employer must respond in writing within 21 days stating whether the request is granted or refused. Requests can only be refused on the basis of reasonable business grounds.

Jury service

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

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

Letter of appointment

203. The Employer shall provide all Full-time and Part-time Employees (including Temporary Employees) with a letter of appointment on engagement stating the Form of Employment, the classification and rate of salary on appointment, the hours of operation of the Centre and the hours and days of attendance.
204. In the case of Teachers, the letter of appointment shall set out the amount of teaching service that has been calculated in accordance with paragraphs 40-41.
205. In the case of a Temporary Employee, a letter of appointment will inform the Employee of the reason why the employment is temporary and the expected length of the employment.

Probation

206. An Employee may be employed subject to a probationary period of not greater than six months during which the Employer will provide regular feedback to the Employee about their performance.
207. Before the termination of employment during a probationary period, the Employer should meet with the Employee to:
- a. clearly identify to the Employee the problems they have with his or her employment;
 - b. clearly outline their expectations as to how the Employee's performance should improve; and
 - c. give the Employee a reasonable time frame to improve his or her behaviour.
208. Where employment is terminated during a probationary period the Employer shall provide notice as set out in paragraphs 209-210.

Notice of termination of employment

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

Period of Continuous Service

Period of Notice

Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

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

211. Payment in lieu of notice of termination shall be made if the appropriate notice period is not given by the Employer. An Employer may provide part of the period of notice specified and part payment in lieu.
212. Where a casual engagement is terminated by the Centre, or cancelled less than 24 hours before commencement, the Casual Employee shall be paid an amount that is not less than the applicable minimum engagement provided for in paragraphs 26 and 27, inclusive of any time worked.
213. The notice of termination required to be given by an employee is the same as that required to be given by the employer under paragraphs 209 and 210, except the employee is not required to give the additional notice based on the age of the employee.

Statement of service

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

Pro-rata payments to Teachers where employment ceases

216. Paragraph 217 applies only to Teachers and incorporates the NES entitlement with respect to annual leave.
217. A Teacher shall be entitled on termination of employment to a payment calculated in accordance with the following formula:

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

Where:

P = payment due.

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

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

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

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

Consultation about major workplace change

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

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

219. In paragraph 218 significant effects on Employees, includes any of the following:

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

220. For the purposes of the discussion under paragraph 218.b, the Employer must give in writing to the affected Employees and their representatives all relevant information about the changes including:

- a. their nature; and
- b. their expected effect on Employees; and
- c. any other matters likely to affect Employees.

221. Paragraph 220 does not require an Employer to disclose confidential information if its disclosure would be contrary to the Employer's interests.

222. The Employer must promptly consider any matters raised by the Employees or their representatives about the changes in the course of the discussion under paragraph 218.b.

223. Where an Employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the Employer shall take reasonable steps to:

- a. make information available in relation to any significant effect the change will have on the status or responsibility level of the position the Employee held before commencing parental leave; and
- b. provide an opportunity for the Employee to discuss any significant effect the change will have on the status or responsibility level of the position the Employee held before commencing parental leave.

Consultation about changes to rosters or hours of work

224. The Employer must consult with any Employees (and their representatives) where an Employer proposes to change the regular roster or ordinary hours of work of an Employee, other than an Employee whose working hours are irregular, sporadic or unpredictable.

225. For the purpose of the consultation, the Employer must:

- a. provide to the Employees and representatives information about the proposed change (for example, information about the nature of the change and when it is to begin); and
- b. invite the Employees and their representatives to give their views about the impact of the proposed change on them, including any impact on the Employee's family or caring responsibilities.

226. The Employer must consider any views given under paragraph 225.b.

Redundancy

227. Where an Employee's employment is terminated on the grounds of redundancy, the Employee shall be entitled to the **notice** under paragraphs 209 - 211.

228. During the period of notice of termination given by the Employer an Employee shall be allowed up to one day's **time off without loss of pay** during each week of notice **for the purposes of seeking other employment.**

229. If the **employment of an Employee is terminated (other than for serious and wilful misconduct) before the notice period expires**, the Employee shall be entitled to receive the full severance pay under paragraph 232 as if the Employee remained in employment until the expiry of such notice. In such circumstances, the Employee shall not be entitled to payment in lieu of the remaining notice.
230. The Employer shall, upon request, provide to the Employee an **'Employment Separation Certificate'** in the form required by Centrelink.
231. Where an Employee accepts redeployment to **lower paid duties**, the Employee shall be given the same period of notice that would apply in the case of termination as set out in paragraphs 209 - 211.

Severance Pay

232. Where an Employee's employment is terminated on the grounds of redundancy (pursuant to paragraphs 227-231), the Employer shall pay the following severance pay in respect of the Employee's continuous period of service:

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

233. 'Weeks' means the all purpose weekly rate of pay for the Employee at the date of termination, and shall include, in addition to the ordinary rate of pay, over Agreement payments and allowances provided for in this Agreement.
234. If an Employee would be entitled to an amount of severance pay under paragraph 232, but the Employer:
- cannot pay the amount; or
 - obtains other acceptable employment for the Employee;

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

Part K - Professional development & training

Professional development, training and planning

235. Teachers and Children's Services Employees are responsible for ensuring that they are aware of new developments in early childhood education. However, the parties recognise that continuing professional development of Teachers and Children's Services Employees is a joint responsibility of both the Employer and the Employee.
236. The Employer may request Teachers and Children's Services Employees to attend any courses including after hours or on weekends relating to professional development, training and planning. The Employee cannot unreasonably refuse to attend such courses. Employees will continue to receive their ordinary pay in accordance with the relevant provision of this Agreement.
- The cost of such training shall be met by the Employer.
237. A Teacher is entitled to take up to 10 hours of paid leave per year to attend training for the purpose of maintaining their teacher accreditation status. The Teacher will provide reasonable notice to the Employer of such attendance. By agreement, the Employer will provide time in lieu for attendance at such training outside of normal working hours.
238. Any dispute in relation to attendance shall be dealt with in accordance with [Part L - Dispute Settlement Procedure](#).

First aid, anaphylaxis and asthma training

239. Teachers and Children's Services Employees may be required to obtain and maintain approved first aid, asthma and anaphylaxis training. The cost of such training shall be met by the Employer.
240. Attendance at first aid, asthma and anaphylaxis training shall be considered as part of the Teacher's 205 days of attendance. Children's Services Employees may be required to attend during non-term time.
241. When such training is outside normal hours of attendance the Employees will receive time in lieu at ordinary rates for course attendance time or payment in accordance with the relevant provision of this Agreement.
242. Administrative Employees who hold a recognised first aid qualification and are required to administer first aid to children will be paid an allowance in accordance with the amount specified in the Clerks- Private Sector Award 2020, as varied from time to time.
243. Where an Employee is required to perform health procedures such as administering EpiPens, suppositories and drip feeding, the Employer shall ensure the Employee is adequately trained. The cost of such training shall be met by the Employer.

Non-contact time

244. All full time Teachers and Children's Services Employees who are responsible for the preparation and implementation and/or evaluation of a developmental program will be entitled to receive a minimum of five hours per week of non-contact time to perform programming and planning duties for each group of up to 25 children.

Part-time Employees shall receive a pro-rata amount of non-contact time.

Employees will not be required to supervise children or directed to perform other duties during this time.

245. Employees appointed as the Director shall receive non-contact time based on the number of licensed places in the centre per week.

Up to 25 children – 15 hours per week

25 - 50 children - 23 hours per week

51-75 children – 31 hours per week

75+ children - 38 hours per week

Such time will be in addition to any entitlement under paragraph 244 and 247.

246. A Teacher or Children's Services Employee appointed as Nominated Supervisor (who is not a Director) shall receive a minimum of two hours per week of non-contact time to perform administrative duties. Such time will be in addition to any entitlement under paragraphs 244 and 247 .

247. A Teacher or Children's Services Employee appointed as Educational Leader shall receive a minimum of non-contact hours based on the number of licenses places in the centre as set out in the table below. Such time shall be in addition to any entitlement under paragraphs 244 - 246.

Up to 25 children - 3 hours per week

27- 50 children – 5 hours per week

51-75 children – 10 hours per week

76+ children – 15 hours per week

248. A teacher other than a teacher appointed as the Educational Leader who mentors a graduate teacher who have not yet been accredited by NESA will receive time in lieu of up to two hours per term to undertake this task.

Support for new Teachers

249. It is the responsibility of the individual Level 1 Teacher to achieve accreditation or registration at the level of proficient teacher within the required timeframes. The Employer will support the Level 1 Teacher to obtain accreditation at the proficient

teacher standard, which will include reasonable release from ordinary duties for the Level 1 Teacher where operationally practicable.

250. If a Level 1 Teacher has concerns regarding the support being provided by the Employer, they should discuss the matter with the Employer. If the matter remains unresolved, the matter may be dealt with in accordance with in [Part L - Dispute Settlement Procedure](#).

Part L - Dispute settlement procedure

251. A dispute, including about the interpretation, application or operation of a provision of this Agreement or the National Employment Standards, will be resolved using the procedures set out in this Part.
252. The parties to the dispute must first try to resolve the dispute at the workplace through discussion between the Employee or Employees concerned and the relevant supervisor.
253. If the dispute is not resolved through such discussions, the parties to the dispute must then try to resolve it in a timely manner at the workplace through discussion between the Employee or Employees concerned and more senior levels of management, as appropriate.
254. If the dispute is unable to be resolved at the workplace and all appropriate steps have been taken, either party may refer the dispute to the FWC which shall attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation.
255. If the FWC is unable to resolve the dispute as set out in paragraph 254, the FWC may then, on application of either party, arbitrate the dispute and make a determination that is binding on the parties.
256. A party to the dispute may appoint their Union, a person or other organisation to support and/or represent them in any discussion or process under this dispute settlement procedure.
257. While procedures pursuant to paragraphs 251-255 are being followed in relation to a dispute:
- a) work must continue in accordance with this Agreement and the Act; and
 - b) an Employee must not unreasonably fail to comply with any direction given by the Employer about performing work, whether at the same or another workplace, that is safe and appropriate for the Employee to perform.

Part M - Miscellaneous

Union representatives

258. A Union representative who is an Employee shall be permitted in working hours to meet the Employer to discuss issues affecting union members. Such meetings shall take place at a time and place convenient to both parties.

259. Meetings of Union members who are employed at the Centre may be held on the premises at times and places reasonably convenient to both Union members and the Employer.

Delegates Rights

260. Schedule 2 – Delegates Rights, of this Agreement provides for the exercise of the rights of workplace delegates set out in section 350C of the Fair Work Act.

Anti discrimination

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

Anti bullying

262. The Employer and its Employees agree to ensure that the workplace is free from bullying.

263. The Fair Work Act 2009 identifies that bullying occurs when a person or a group of people behaves unreasonably and repeatedly towards a worker or a group of workers while at work, and the behaviour creates a risk to health and safety. Bullying does not include reasonable management action carried out in a reasonable manner.

Individual flexibility arrangements

264. The Employer and an Employee covered by this agreement may agree to make an individual flexibility arrangement (IFA) to vary the effect of the terms of the agreement relating to any of the following matters in order to meet the genuine needs of both the Employee and the Employer:

- a. Arrangements about when work is performed;
- b. Overtime rates;
- c. Penalty rates;

- d. Allowances;
- e. Annual Leave loading.

265. The Employer must ensure that the terms of the IFA:

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

266. An IFA must be genuinely agreed by the Employer and the Employee without coercion or duress.

267. An IFA may only be made after the Employee has commenced employment with the Employer.

268. Where the Employer wishes to initiate the making of an IFA, they must:

- a. give the Employee a written proposal; and
- b. if the Employer is aware that the Employee has, or reasonably should be aware that the Employee may have, limited understanding of written English, take reasonable steps (including providing a translation in an appropriate language) to ensure that the Employee understands the proposal.

269. An IFA must do all of the following:

- a. state the names of the Employer and the Employee;
- b. identify the Agreement term, or Agreement terms, the application of which is to be varied;
- c. set out how the application of the Agreement term, or each Agreement term, is varied;
- d. set out how the IFA results in the Employee being better off overall at the time the IFA is made than if the IFA had not been made; and
- e. state the date on which the IFA is to commence operation.

270. An IFA must be in writing and signed by the Employer and the Employee. Where an Employee is under 18 years of age an IFA must also be signed by the Employee's parent or guardian.

271. An IFA must not require the approval or consent of a person other than:

- a. the Employer;
- b. the Employee; or
- c. a parent or guardian of an Employee under 18 years of age.

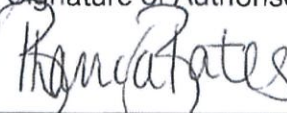
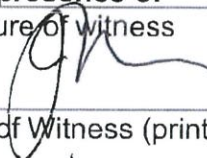
272. The Employer must give the Employee a copy of the IFA within 14 days after it is agreed to and must keep a copy as a time and wages record.

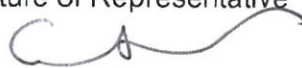
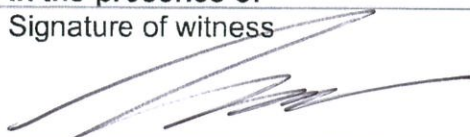
273. An IFA may be terminated:

- a. at any time by written agreement between the Employer and the Employee;
or
- b. by the Employer or Employee giving not more than 28 days written notice to the other party, and the IFA will cease to have effect at the end of the period of notice.

Signing page

Executed as an Agreement

Signed for and on behalf Albury Preschool Kindergarten Inc.
Signature of Authorised Officer 
Name of Authorised Officer (print) Bianca Bates
Address of Centre 720 Alma Street Albury, NSW 2640
Office Held President Committee of Management
In the presence of
Signature of witness 
Name of Witness (print) JOANNE BARTON

Signed for and on behalf of the Independent Education Union of Australia as a bargaining representative for Teachers
Signature of Representative 
Name of Representative (print) Carol Matthews
Office Held Secretary, NSW/ACT Branch IEUA,
Address of Representative Officer 485-501 Wattle Street, Ultimo NSW 2007
In the presence of
Signature of witness 
Name of Witness (print) CAROLYN MOORE

Schedule 1 – Rates of pay and allowances

Table 1 – Teachers - Salaries

Classification	Rates payable from the First Full Pay period on or after							
	Previous Agreement				7 February 2024	7 February 2025	7 February 2026	7 February 2027
	1 September 2022							
	3YT Classification		4TY Classification					
Step 1	Step 1	68,613	Step 1	76,141	85,000	87,550	90,177	92,882
	Step 2	72,179						
	Step 3	76,082						
Step 2	Step 4	80,067	Step 2	80,067	91,413	94,155	96,979	99,889
Step 3	Step 5	83,973	Step 3	83,973	95,317	98,177	101,122	104,156
Step 4	Step 6	87,919	Step 4	87,919	99,220	102,197	105,263	108,421
Step 5	Step 7	91,845	Step 5	91,845	106,131	108,285	111,534	114,880
Step 6	Step 8	95,751	Step 6	95,751	114,115	117,528	121,064	124,696
Step 7	Step 9	99,677	Step 7	99,677	122,100	125,763	129,536	133,422
	Step 10	103,603	Step 8	103,603				
	Step 11	113,577	Step 9	113,577				
HALT	-	-	-	-	129,948	133,846	137,861	141,997

Table 1A - Teachers – Salaries expressed in hourly rates

Classification	Rates payable from the First Full Pay period on or after							
	Previous Agreement				1 February 2024	1 February 2025	7 February 2026	7 February 2027
	1 September 2022							
	3YT Classification		4TY Classification					
Step 1	Step 1	34.63	Step 1	38.40	42.90	44.19	45.52	46.89
	Step 2	36.43						
	Step 3	38.40						
Step 2	Step 4	40.38	Step 2	40.38	46.16	47.52	48.95	50.42
Step 3	Step 5	42.35	Step 3	42.35	48.11	49.55	51.04	52.57
Step 4	Step 6	44.34	Step 4	44.34	50.08	51.58	53.13	54.72
Step 5	Step 7	46.32	Step 5	46.32	53.57	54.65	56.29	57.98
Step 6	Step 8	48.29	Step 6	48.29	57.60	59.32	61.10	62.93
Step 7	Step 9	50.27	Step 7	50.27	61.63	63.47	65.37	67.33
	Step 10	52.25	Step 8	25.25				
	Step 11	57.28	Step 9	57.28				
HALT	-	-	-	-	65.59	67.55	69.58	71.67

Table 2 – Teachers - Casual hourly rates of pay

Classification	Rates payable from the First Full Pay period on or after							
	Previous Agreement				7 February 2024	7 February 2025	7 February 2026	7 February 2027
	1 September 2022							
	3YT Classification		4TY Classification					
Step 1	Step 1	43.29	Step 1	48.00	53.63	55.24	56.90	58.61
	Step 2	45.54						
	Step 3	48.00						
Step 2	Step 4	50.48	Step 2	50.47	57.68	59.40	61.18	63.02
Step 3	Step 5	52.94	Step 3	52.94	60.14	61.94	63.80	65.71
Step 4	Step 6	55.43	Step 4	55.43	62.60	64.48	66.41	68.40
Step 5	Step 7	57.89	Step 5	57.89	66.96	68.31	70.36	72.47
Step 6	Step 8	57.89	Step 6	57.89	72.00	74.15	76.37	78.66
Step 7	Step 9	57.89	Step 7	57.89	77.04	79.34	81.72	84.17
	Step 10	57.89	Step 8	57.89				
	Step 11	57.89	Step 9	57.89				
HALT	-	-	-	-	81.99	84.44	86.97	89.58

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

Classification	Hourly rate of pay Payable from the first full pay period on or after			
	7 February 2024	7 February 2025	7 February 2026 (3%)	7 February 2027 (3%)
Children’s Services Employees Level 1				
Level 1.1	32.73	32.73	33.71	34.72
Level 1.2	33.86	33.86	34.88	35.93
Level 1.3	34.93	34.93	35.98	37.06
Children’s Services Employees Level 2				
Level 2.1	35.90	35.90	36.98	38.09
Level 2.2	36.40	36.40	37.49	36.62
Level 2.3	37.03	39.00	40.17	41.37
Children’s Services Employees Level 3				
Level 3.1	38.85	41.57	42.82	44.10

Table 4 – Children’s Services Employees - Casual hourly rates of pay

	Hourly rate of pay Payable from the first full pay period on or after			
Classification	7 February 2024	7 February 2025	7 February 2026	7 February 2027
Children’s Services Employees Level 1				
Level 1.1	40.91	40.91	42.14	43.40
Level 1.2	42.33	42.33	43.59	44.90
Level 1.3	43.66	43.66	44.97	46.32
Children’s Services Employees Level 2				
Level 2.1	44.88	44.88	46.23	47.61
Level 2.2	45.50	45.50	46.87	48.28
Level 2.3	46.29	46.29	47.68	49.11
Children’s Services Employees Level 3				
Level 3.1	48.56	51.96	53.52	55.13

Table 5 – Administrative Employees – Hourly rates of pay

	Payable from the first full pay period on or after			
Classification	7 February 2024	7 February 2025 (3%)	7 February 2026 (3%)	7 February 2027 (3%)
	Hourly	Hourly	Hourly	Hourly
Level 1	28.69	29.55	30.44	31.35
Level 2	30.13	31.03	31.96	32.92
Level 3	35.03	27.94	39.08	40.25
Level 4	38.96	43.88	45.20	46.55
Level 5	41.62	45.08	46.43	47.83
Level 6	46.36	46.36	47.75	49.18

Table 6 – Administrative Employees - Casual hourly rates of pay

	Payable from the first full pay period on or after			
Classification	7 February 2024	7 February 2025 (3%)	7 February 2026 (3%)	7 February 2027 (3%)
Level 1	35.86	36.94	38.05	39.19
Level 2	37.66	38.79	39.95	41.15
Level 3	43.79	34.93	48.85	50.31
Level 4	48.70	54.85	56.50	58.19
Level 5	52.03	56.35	58.04	59.79
Level 6	57.95	57.95	59.69	61.48

Table 7 – Allowances

	Payable from the first full pay period on or after			
Allowance	7 February 2024	7 February 2025	7 February 2026 (3%)	7 February 2027 (3%)
Directors Allowance				
26 – Places	9.40	9.40	9.68	9.97
51-75 Places	11.73	15.03	15.48	15.95
76 or more places	14.67	17.13	17.64	18.17
Nominated Supervisor				
26 – Places	4.70	4.70	4.84	4.99
51-75 Places	5.87	7.52	7.75	7.98
76 or more places	7.34	8.57	8.83	9.09
Director (without responsibility as the Nominated Supervisor)				
26 – Places	4.70	4.70	4.84	4.99
51-75 Places	5.87	7.52	7.75	7.98
76 or more places	7.34	8.57	8.83	9.09

Schedule 2 – Delegates Rights

2.0 This Schedule provides for the exercise of the rights of workplace delegates set out in section 350C of the Fair Work Act.

2.1 In Paragraphs 2.1–2.8 of this Schedule:

- a) Workplace delegate means a person appointed or elected, in accordance with the IEU rules, to be a delegate (or union representative) for members of the IEU who work in the Pre-school; and
- b) eligible members mean persons who work for the Employer who are members or who are eligible to be members of the IEU.

2.3 If requested, the workplace delegate must provide the Employer with evidence that would satisfy a reasonable person of their appointment or election as a workplace delegate, if the workplace delegate or the IEU has not done so already.

For the avoidance of doubt, a failure of a workplace delegate to give notice in accordance with this clause will not invalidate their rights as a workplace delegate.

2.4 Right of representation

- a) A workplace delegate may represent the industrial interests of eligible members in matters including but not limited to:
 - i. consultation about major workplace change;
 - ii. consultation about changes to rosters or hours of work;
 - iii. resolution of individual or collective grievances or disputes, or matters; including at the Pre-school level and in courts or tribunals including the Fair Work Commission;
 - iv. performance management and disciplinary processes;
 - v. enterprise bargaining and any related campaigns pertaining to the bargaining;
 - vi. any process or procedure in which the eligible members are entitled to be represented;

- b) For the avoidance of doubt, the right of a workplace delegate under this clause does not affect the employer's obligation to notify the IEU in the consultation provisions of this Agreement.
- c) A workplace delegate should get access to flexible work changes where necessary to facilitate the exercise of their right under this clause.

2.5 Entitlement to reasonable communication

- a) A workplace delegate may communicate with eligible members in relation to representing their industrial interests under paragraph 2.4. This includes, but is not limited to:
 - i. discussing membership of the IEU with eligible members, including by addressing induction meetings; and
 - ii. consulting with the IEU in relation to matters in which the workplace delegate is representing eligible members.
- b) A workplace delegate may communicate with eligible members individually or collectively, including at meetings, during working hours or breaks, or before the start or after the end of work.
- c) The Employer must not survey, monitor, record or otherwise infringe the privacy of communications between workplace delegates and the IEU, and eligible members.

2.6 Entitlement to reasonable access to the workplace and workplace facilities

- a) The Employer must provide a workplace delegate with access to or use of the following workplace facilities, unless the Pre-school does not have them:
 - i. a room or area to hold discussions, that, where possible, shall be fit for purpose, private and accessible by the workplace delegate and eligible workers;
 - ii. physical and electronic noticeboards;
 - iii. electronic means of communication that are ordinarily used by the employer to communicate with eligible members in the workplace, including a phone or email, and where possible, are private;

- iv. a lockable filing cabinet or other secure document storage area; and
 - v. office facilities and equipment including printers, scanners, photocopiers and wi-fi; and
 - vi. any other access to the workplace or workplace facilities that the workplace delegate or eligible members would ordinarily have access to in their capacity as an employee.
- b) Where reasonable access to the workplace or workplace facilities requires securing the consent of another person, the Employer will take all reasonable steps to secure such consent.

2.7 Entitlement to reasonable access to training

The Employer must provide any workplace delegate with access to 5 days of paid time during normal working hours for initial training and 3 days in each subsequent year, to attend training related to representation of the industrial interests of eligible members, subject to the following conditions:

- a) A day of paid time during normal working hours is the number of hours the workplace delegate would normally be required to work on a day on which the workplace delegate is absent from work to attend the training.
- b) The workplace delegate must give the Employer as much notice as is practicable, and not less than 3 weeks' notice, unless the parties otherwise agree to a shorter period of notice or the IEU has already provided such notice, of the dates, subject matter and the daily start and finish times of the training.
- c) The Employer must advise the workplace delegate and the IEU as soon as is practicable, and not less than one (1) week from the day on which the training is scheduled to commence, whether the workplace delegate's access to paid time during normal working hours to attend the training has been approved. Such approval must not be unreasonably withheld.
- d) If requested, the workplace delegate must provide the Employer with evidence that would satisfy a reasonable person of attendance at the training, within 7 days after the day on which the training ends, if the IEU has not already done this.

2.8 Exercise of entitlements under Schedule 2

- a) Where an employee acts in their capacity as a workplace delegate, the Employer must not:
- i. Unreasonably fail or refuse to deal with the workplace delegate; or
 - ii. Knowingly or recklessly make a false or misleading representation to the workplace delegate; or
 - iii. Unreasonably hinder, obstruct or prevent the exercise of the rights of the workplace delegate under the Act or Paragraphs 2.1–2.8 of Schedule 2.
- b) In exercising their rights under this clause, workplace delegate must as far as is reasonably practicable (and to the extent it does not impinge upon their rights as a workplace delegate):
- i. comply with their duties and obligations as an employee; and
 - ii. comply with the reasonable policies and procedures of the Employer, including reasonable codes of conduct and requirements in relation to occupational health and safety and acceptable use of ICT resources; and
 - iii. not unreasonably hinder, obstruct or prevent the normal performance of work.
- c) Paragraphs 2.1–2.8 do not require the Employer to provide a workplace delegate with access to electronic means of communication in a way that provides individual contact details for eligible members. For the avoidance of doubt, this does not include means of communication that are ordinarily used by the employer to communicate with eligible members including work-related email addresses.
- d) Paragraphs 2.1–2.8 do not create any obligation on a person to be represented by a workplace delegate.

NOTE 1: Under section 350C(4) of the Act, the employer is taken to have afforded a workplace delegate the rights mentioned in section 350C(3) if the employer has complied with paragraphs 2.1–2.8 of Schedule 2

2.9 Disputes

Any dispute arising from the operation of this clause will be dealt with by way of the disputes procedure of this Agreement.