



# DECISION

*Fair Work Act 2009*  
s.185—Enterprise agreement

**Goodstart Early Learning Ltd T/A Goodstart Early Learning**  
(AG2021/5487)

## **GOODSTART EARLY LEARNING ENTERPRISE AGREEMENT 2021**

Children's services

COMMISSIONER SIMPSON

BRISBANE, 5 AUGUST 2021

*Application for approval of the Goodstart Early Learning Enterprise Agreement 2021.*

[1] An application has been made for approval of an enterprise agreement known as the *Goodstart Early Learning Enterprise Agreement 2021* (**the Agreement**). The Application was made pursuant to s.185 of the *Fair Work Act 2009* (**the Act**). It has been made by Goodstart Early Learning Ltd T/A Goodstart Early Learning (**the Applicant**). The Agreement is a single enterprise agreement.

[2] The Applicant has provided written undertakings. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement.

[3] Subject to the undertakings referred to above, I am satisfied that each requirement of ss186, 187 and 188 as are relevant to this application for approval have been met. The undertakings are taken to be a term of the Agreement.

[4] Noting the Undertakings provided by the Applicant, I am satisfied that the more beneficial entitlements of the NES in the Act will prevail where there is an inconsistency between the Agreement and the NES.

[5] The United Workers' Union (**UWU**), the Independent Education Union of Australia (**IEU**) and the and the Australian Education Union (**AEU**) each lodged a Form F18 statutory declaration supporting approval of the Agreement and giving notice under s.183 of the Act that it wants the Agreement to cover it.

[6] In accordance with s.201(2) of the Act, I note the Agreement covers the UWU, the IEU and the AEU.

[7] The Agreement is approved and will operate in accordance with s.54 of the Act.



COMMISSIONER

Printed by authority of the Commonwealth Government Printer

<AE512638 PR732540>





# Goodstart Early Learning **Enterprise Agreement 2021**



Note - this agreement is to be read together with an undertaking given by the employer. The undertaking is taken to be a term of the agreement. A copy of it can be found at the end of this agreement.



# Contents

## Part 1 – Application and Operation 3

1. Title	3
2. Commencement and Operation	3
3. Application and Coverage	3
4. Total Agreement	3
5. Objectives	4
6. Employee and Employer Duties and Obligations	4
7. Policies and Procedures	5
8. Definitions	5
9. No Extra Claims	5

## Part 2 – Consultation and Dispute Resolution 7

10. Consultation Regarding Major Workplace Change	7
11. Dispute Resolution	8
12. Individual Flexibility Arrangement	9
13. Anti-discrimination	10

## Part 3 –Types of Employment 11

14. Engagement of Employees	11
15. Employment Categories	11
16. Labour Flexibility	15
17. Workplace Health and Safety	15
18. Cleaning Duties	15
19. Suitability Notice (working with children check)	16
20. Quality	16
21. Performance Program	16
22. Indemnity	16

## Part 4 – Minimum Wages and Related Matters 17

23. Classifications	17
24. Minimum Wages	17
25. Allowances	24
26. Payment of Wages	27
27. Superannuation	28
28. Junior Rates	28

## Part 5 – Hours of work, penalties, overtime and breaks 29

29. Ordinary Hours of Work	29
30. Rostering	29
31. Overtime & Time off in lieu (toil)	30
32. Meal and Rest Breaks	31
33. Make-up Time	31
34. Non-contact Time	31
35. Staff & Parent Meetings	32

## Part 6 – Leave and Public Holidays 33

36. Annual Leave	33
37. Personal Leave	34
38. Compassionate Leave	35
39. Parental Leave	35
40. Infectious Disease Leave	35

41. Long Service Leave	36
42. Community Service Leave	36
43. Family and Domestic Violence Leave	36
44. Ceremonial Leave	37
45. Purchased Additional Leave	37
46. Attendance at Court	37
47. Public Holidays	37

## Part 7 – Termination and Redundancy 39

48. Termination of Employment	39
49. Redundancy	40

## Part 8 – Miscellaneous 43

50. Work and Family Benefits	43
51. Professional Development	44
52. Study Support	44
53. Financial Assistance for Study (Reimbursement of costs)	45
54. Confidentiality	45
55. Employee Representative Activity	46
56. Union Fees	46
57. Union Meetings	46
58. Early Childhood Sector Advocacy	47
59. Food Preparation Hours Review	47

## Part 9 – Signatures 48

### Schedule A – Children’s Services Employees and Support Workers 55

1. Application	55
2. Classifications and Progression	55
3. Higher Duties	60

### Schedule B – Early Childhood Teachers 61

1. Application	61
2. Definitions	61
3. Classifications and Progression	61
4. Consultation	63

### Schedule C – Administrative Employees 64

1. Application	64
2. Definitions	64
3. Classification	64

### Schedule D – Summary of Parental Leave Entitlements 65

### Schedule E – School Based Trainees 71

1. Application	71
2. Types of traineeship	71
3. Minimum wages	71
4. Employment conditions	71
5. Definitions	72

# Part 1 – Application and Operation

## 1. Title

This Agreement shall be known as the Goodstart Early Learning Enterprise Agreement 2021 (the Agreement).

## 2. Commencement and Operation

This Agreement will commence operation in accordance with *Fair Work Act 2009* (Cth) (the Act). Wages rates in this Agreement shall operate from the dates specified in clause 24.

This Agreement has a nominal expiry date of 31 December 2023.



**Goodstart understands the Agreement will commence operation seven days after Fair Work Commission approves the Agreement: see section 54(1) of the Act.**

---

## 3. Application and Coverage

**3.1** This Agreement shall be binding on and covers:

- a)** Goodstart Early Learning Limited (the Employer).
- b)** The Employees of Goodstart Early Learning Limited (the Employees) who would otherwise be classified under the *Children's Services Award 2010*, the *Clerks Private Sector Award 2010* or the *Educational Services (Teachers) Award 2010* employed in the children's services and early childhood education industry.
- c)** The United Workers Union (Unions), who were a bargaining representative for Employees covered by this Agreement, provided that they are named in the Approval decision issued by Fair Work Commission for this Agreement.
- d)** The Independent Education Union of Australia (NSW/ACT Branch) (Unions) who were a bargaining representative for Employees covered by this Agreement, provided that they are named in the Approval decision issued by Fair Work Commission for this Agreement.
- e)** The Australian Education Union (AEU Vic) (Unions) who were a bargaining representative for Employees covered by this Agreement, provided that they are named in the approval decision issued by Fair Work Commission for this Agreement.

## 4. Total Agreement

- 4.1** This Agreement and any policies, procedures and position descriptions of the Employer cover all terms and conditions of the Employees' employment.
- 4.2** This Agreement operates to the exclusion of any Award, Agreement, Preserved or Notional Agreement which might otherwise apply to the Employee.
- 4.3** This Agreement wholly replaces and repeals any previous agreements or contracts (verbal or written) made between the Employer and an Employee or between the Employer and a Union party to this Agreement.
- 4.4** If any matter arises regarding conditions which are not prescribed by this Agreement, or the policies and procedures of the Employer, the Employer and the Employees will negotiate an equitable resolution of this issue, and list the matter for discussion/inclusion in any future Agreement, or utilise the dispute resolution process in this Agreement.

- 4.5** The parties to this Agreement may vary the Agreement by consent in accordance with the Act to:
- a)** Ensure the operational requirements of the Employer, the Employees, communities and children are met; and
  - b)** Respond to operational changes required to meet current obligations and business opportunities.

## 5. Objectives

**5.1** The objectives of this Agreement are:

- a)** To assist in achieving the following strategic priorities:
  - 1.** Implement the National Quality Framework and Early Years Learning Framework and other approved Frameworks.
  - 2.** Partner with the early learning sector to identify, share and embed best practice.
  - 3.** Develop strong and empowered Centre leadership.
  - 4.** Grow and retain the skilled and committed workforce.
  - 5.** Reach out, include and support more vulnerable children and their families.
  - 6.** Advocate for and elevate the importance of early learning for all children.
  - 7.** Invest in technology and facilities enhancement.
  - 8.** Adopt strong business disciplines throughout the Employer's operations.
- b)** To enable the Employer to attract, and retain, high-performing Employees in Centres.
- c)** To achieve employment conditions (including pay rates) that are viewed by prospective/ current Employees as being "relevant" and "attractive" and that are fair and reasonable in all respects.
- d)** To permit a degree of flexibility for both the Employer and Employees alike – to alter terms and conditions of employment as required, in line with changing business conditions.
- e)** Affordability.
- f)** To work towards best practice in Employee engagement and employment conditions.
- g)** To recognise the role of the Unions party to the Agreement, and work co-operatively with them as they represent the Employees of Goodstart Early Learning.
- h)** To respect the role of the Union delegates.

## 6. Employee and Employer Duties and Obligations

**6.1** It is a term and condition of employment and of the obligations and rights accruing under this Agreement that all Employees shall:

- a)** Actively contribute to and follow the Goodstart Early Learning Strategic Priorities; and
- b)** Comply with and maintain up-to-date knowledge of all relevant Acts and Regulations (as amended from time to time) applicable to the Early Learning Sector; and
- c)** Comply with all health and safety laws.

**6.2** It is a term and condition of employment and of the obligations and rights accruing under this Agreement that the Employer shall:

- a)** Observe the terms and conditions of this Agreement; and
- b)** Work towards the promotion of the philosophy, values, goals and objectives of the Employer; and
- c)** Actively promote the Goodstart Early Learning Strategic Priorities.

## 7. Policies and Procedures

- 7.1** While the Employer's policies and procedures do not form part of this Agreement, Employees are required to read and comply with all Employer policies and procedures.
- 7.2** To the extent that the contents of policies or procedures refer to obligations on the Employer, they are to be regarded as guidelines only and are not contractual terms, conditions or representations on which Employees may rely.

## 8. Definitions

In this Agreement:

**The Act** means the *Fair Work Act 2009* (Cth).

**Agreement** means the Goodstart Early Learning Enterprise Agreement 2021.

**AQF** means the Australian Qualifications Framework.

**CCS** means Child Care Subsidy.

**Certified Supervisor** means an Employee who has been appointed or declared as the Certified Supervisor of a Centre as referenced in the *Children (Education and Care Services National Law Application) Act 2010* and as described by the Australian Children's Education Care Quality Authority.

**CRN** means Customer Reference Number.

**Employees** mean all Employees of the Employer for whom rates of pay are provided under this Agreement.

**Employer** means Goodstart Early Learning Limited (ABN: 82 010 788 502) of 43 Metroplex Avenue, Murarrie, QLD 4172.

**Gap Fee** means the remaining total of the fees, after the CCS amount has been applied.

**Joint Consultative Committee** (JCC) in fostering Employee participation, the parties recognise a committee of Employee and Employer representatives established for the purposes of facilitating effective communication and harmonious relations between the Employer and its Employees. The Committee may discuss, evaluate and contribute to improved operating performance of the Employer.

**NES** means the National Employment Standards under the *Fair Work Act 2009* (Cth).

**Nominated Supervisor** means an Employee who has been appointed or declared as the Nominated Supervisor of a Centre as referenced in the *Children (Education and Care Services National Law Application) Act 2010* and as described by the Australian Children's Education Care Quality Authority.

**Policy** means an internal policy document developed by Goodstart. It will be published as part of Goodstart's policy framework. Where a Goodstart policy is referred to in this document, Goodstart commits to consulting with Employees and the Joint Consultative Committee (JCC) in the development of the policy and on major revisions. Approval of the final policy remains with Goodstart.

**RDO** means a Rostered Day Off.

**TAFE** means Technical and Further Education.

**Unions** means the Independent Education Union of Australia (IEU) (NSW/ACT Branch), United Workers Union and the Australian Education Union (AEU Vic).

**VET** means Vocational Education and Training.

## 9. No Extra Claims

- 9.1** The Unions and Employees covered by this Agreement will not make any extra claims in relation to any wages and/or conditions of employment during the life of this Agreement.

- 9.2** The Unions, Employees and the Employer covered by this Agreement agree that if the Federal and/or State Government makes additional government funding available to the Employer which is intended to be allocated to higher wages for Employees covered by this Agreement and/or for any other purpose that is beneficial to Employees, the parties will meet within a reasonable timeframe to discuss the application of any such additional government funding arrangements to the terms of this Agreement.
- 9.3** The parties will process any agreement reached pursuant to clause 9.2 as a variation to this Agreement, in accordance with the Act.
- 9.4** To avoid doubt, Fair Work Commission is expressly permitted to resolve, by conciliation or if necessary, by arbitration (subject to any right of appeal), any dispute arising under this clause.



## Part 2 – Consultation and Dispute Resolution

### 10. Consultation Regarding Major Workplace Change

**10.1** This term applies if the Employer:

- 10.1.1** Has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the Employees; or
- 10.1.2** Proposes to introduce a change to the regular roster or ordinary hours of work of Employees.

#### Major change

**10.2** For a major change referred to in clause 10.1.1:

- 10.2.1** The Employer must notify the relevant Employees of the decision to introduce the major change; and
- 10.2.2** Clauses 10.3 to 10.9 apply.

**10.3** The relevant Employees may appoint a representative for the purposes of the procedures in this term.

**10.4** If:

- 10.4.1** A relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
- 10.4.2** The Employee or Employees advise the Employer of the identity of the representative;

#### the Employer must recognise the representative.

**10.5** As soon as practicable after making its decision, the Employer must:

- 10.5.1** Discuss with the relevant Employees:
  - i) The introduction of the change; and
  - ii) The effect the change is likely to have on the Employees; and
  - iii) Measures the Employer is taking to avert or mitigate the adverse effect of the change on the Employees; and
- 10.5.2** For the purposes of the discussion – provide, in writing, to the relevant Employees:
  - i) All relevant information about the change including the nature of the change proposed; and
  - ii) Information about the expected effects of the change on the Employees; and
  - iii) Any other matters likely to affect the Employees.

**10.6** However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.

**10.7** The Employer must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.

**10.8** If a term in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the Employer, the requirements set out in clauses 10.2.1, 10.3 and 10.5 are taken not to be apply.

**10.9** In this term, a major change is **likely to have a significant effect on Employees** if it results in:

- 10.9.1** The termination of the employment of Employees; or
- 10.9.2** Major change to the composition, operation or size of the Employer's workforce or to the skills required of Employees; or
- 10.9.3** The elimination or diminution of job opportunities (including opportunities for promotion or tenure); or

- 10.9.4** The alteration of hours of work; or
- 10.9.5** The need to retrain Employees; or
- 10.9.6** The need to relocate Employees to another workplace; or
- 10.9.7** The restructuring of jobs.

Change to regular roster or ordinary hours of work

**10.10** For a change referred to in paragraph 10.1.2:

- 10.10.1** The Employer must notify the relevant Employees of the proposed change; and
- 10.10.2** Clauses 10.11 to 10.15 apply.

**10.11** The relevant Employees may appoint a representative for the purposes of the procedures in this term.

**10.12** If:

- 10.12.1** A relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
- 10.12.2** The Employee or Employees advise the Employer of the identity of the representative; the Employer must recognise the representative.

**10.13** As soon as practicable after proposing to introduce the change, the Employer must:

- 10.13.1** Discuss with the relevant Employees the introduction of the change; and
- 10.13.2** For the purposes of the discussion – provide to the relevant Employees:
  - i)** All relevant information about the change, including the nature of the change; and
  - ii)** Information about what the Employer reasonably believes will be the effects of the change on the Employees; and
  - iii)** Information about any other matters that the Employer reasonably believes are likely to affect the Employees; and
- 10.13.3** Invite the relevant Employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

**10.14** However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.

**10.15** The Employer must give prompt and genuine consideration to matters raised about the change by the relevant Employees.

**10.16** In this term:

**relevant Employees** means the Employees who may be affected by a change referred to in clause 10.1.

## 11. Dispute Resolution

**11.1** If a dispute relates to:

- a)** A matter arising under the Agreement;
- b)** The National Employment Standards; or
- c)** Any other matter, provided that this dispute procedure will only be used for such matters once all other means of resolving the dispute have been exhausted.

**This clause sets out procedures to settle the dispute.**

**11.2** An Employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this clause.

- 11.3** In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, in accordance with the Employer Policy and Procedures and/or by discussions between the Employee or Employees and relevant Supervisors and/or Management.
- 11.4** If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to Fair Work Commission.
- 11.5** Fair Work Commission may deal with the dispute in two stages:
- a)** Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
  - b)** If Fair Work Commission is unable to resolve the dispute at the first stage, Fair Work Commission may then:
    - i)** Arbitrate the dispute; and
    - ii)** Make a determination that is binding on the parties.

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

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

- 11.6** While the parties are trying to resolve the dispute using the procedures in this clause:
- a)** An Employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
  - b)** An Employee must comply with a direction given by the Employer to perform other available work at the same workplace, or at another workplace, unless:
    - i)** The work is not safe; or
    - ii)** Applicable occupational health and safety legislation would not permit the work to be performed; or
    - iii)** The work is not appropriate for the Employee to perform; or
    - iv)** There are other reasonable grounds for the Employee to refuse to comply with the direction.
- 11.7** The parties to the dispute agree to be bound by a decision made by Fair Work Commission in accordance with this clause.

## 12. Individual Flexibility Arrangement

- 12.1** The Employer and an Employee may agree to make an individual flexibility arrangement to vary the effect of terms of this Agreement if:
- a)** The Agreement deals with one or more of the following matters:
    - i)** Arrangements about when work is performed;
    - ii)** Overtime rates, including staff and parent meetings;
    - iii)** Penalty rates;
    - iv)** Allowances; and
    - v)** Leave loading.
  - b)** The arrangement meets the genuine needs of the Employer and Employee in relation to one or more of the matters mentioned in (a); and
  - c)** The Employer informs the Employee of their right to seek advice from their Union or other Employee representative; and

- d)** The Employer and the individual Employee must have genuinely made the agreement without coercion or duress; and
- e)** The arrangements may not be a condition of engagement.

**12.2** The Employer must ensure that the terms of the individual flexibility arrangement:

- a)** Are confined to a variation in the application of one or more of the terms listed in clause 12.1; and
- b)** Are not unlawful terms under section 194 of the Act; and
- c)** Result in the Employee being better off overall than the Employee would be if no arrangement was made.

**12.3** The Employer must ensure that the individual flexibility arrangement:

- a)** Is in writing; and
- b)** Includes the name of the Employer and Employee; and
- c)** Is signed by the Employer and the Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and
- d)** Includes details of:
  - i)** The terms of the enterprise agreement that will be varied by the arrangement; and
  - ii)** How the arrangement will vary the effect of the terms; and
  - iii)** How the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
- e)** States the day on which the arrangement commences.

**12.4** The Employer must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

**12.5** The Employer or Employee may terminate the individual flexibility arrangement:

- a)** By giving no more than 28 days written notice to the other party to the arrangement; or
- b)** If the Employer and Employee agree in writing – at any time.

## 13. Anti-discrimination

**13.1** It is the intention of the Parties of this Agreement to prevent and eliminate discrimination on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin, but nothing in this clause is taken to affect:

- a)** Any different treatment (or treatment having different effects) which is specifically exempted under the Commonwealth anti-discrimination legislation;
- b)** The payment of different wages for Employees who have not reached a particular age;
- c)** An Employee, the Employer or registered organisation, pursuing matters of discrimination in any State or Federal jurisdiction including any application to the Human Rights and Equal Opportunity Commission; and
- d)** Any of the exemptions in the *Fair Work Act 2009* (Cth).

**13.2** Employees with Complaints or Grievances relating to discrimination should have reference to the relevant Employer policy or procedure in the first instance. Complaints or Grievances should be raised and will be dealt with in accordance with clause 11.



## Part 3 –Types of Employment

### 14. Engagement of Employees

- 14.1** The Employer may require the Employee to carry out any work that is within their competence, subject to safety and statutory requirements, to the full extent of their capacity.
- 14.2** An Employee may be engaged on one of the following bases:
- a)** Full time;
  - b)** Part time;
  - c)** Temporary or fixed term; or
  - d)** Casual.
- 14.3** When an Employee commences employment, the Employer must provide the Employee with a written statement of the terms of engagement, including the Employee's employment status and classification. Any subsequent variation to these terms of engagement must also be recorded in writing, and the Employer must provide a copy to the Employee.

### 15. Employment Categories

#### 15.1 Full-Time Employment

A full-time Employee is engaged for 38 hours per week.

#### 15.2 Part-Time Employment

- a)** A part-time Employee is an Employee who is engaged to work on a regular basis for less than, but not more than 90% of, the hours of a full-time Employee. If the hours of a part-time Employee rise above 90%, the Employee will be considered to be full-time.
- b)** A part-time Employee is entitled to the benefits under this Agreement on a pro rata basis.
- c)** An Employee (full-time or part-time) who requests to work above 90% of full-time hours, but less than full-time, will not be considered to be full-time and will be remunerated for the actual hours worked.
- d)** Part-time Employees shall be paid at the rate of 1/38 of the appropriate weekly wage rate for ordinary hours worked. The minimum number of ordinary hours is 7.6 hours per week and 2 hours per day.
- e)** By agreement between the Employer and the Employee, part-time Employees may work up to 10 ordinary hours per day within the spread of ordinary hours, without the payment of overtime.
- f)** At the time of engagement, the Employer will notify the part-time Employee of the following – total weekly hours of work, the days of the week on which the Employee will work and the starting and finishing times each day (Indicative Hours).
- g)** For current Employees, at the commencement of this Agreement, the Indicative Hours shall be those agreed in writing at the commencement of employment or, if not so specified, shall be those which applied, on average, over the preceding six months.
- h)** Children's Services Employees:  
Due to fluctuations in enrolments at the Employers Centres, sickness, unplanned absenteeism or emergency situations, some or all of the part-time Employee's Indicative Hours can be changed with 7 days' notice as follows:
  - i)** By mutual agreement between the Employer and the Employee either on a permanent or ad-hoc basis;

**ii) By the Employer:**

- 1.** An increase or decrease of up to:
  - i)** 15% of the Employee's weekly or daily hours on one occasion per 12 month period (from commencement of this Agreement). Notice must be in writing.
- 2.** A change to the days of the week on which the Employee works; and/or
- 3.** A change to the Employee's starting and finishing times;
- 4.** An increase in the Employee's hours up to 38 hours in a week;

Any other changes to a part-time Employee's roster will be dealt with in accordance with clause 30.

In exercising its rights pursuant to this clause, the Employer must consider:

- i)** The reasonable availability of Employees, taking into account their family responsibilities and other relevant factors such as education and study commitments; and
- ii)** Whether the Employee can be assigned to alternative duties (including, where appropriate, programming duties).

Despite this clause, the Employer is committed to:

- i)** Exploring other options before reducing a part-time Employee's working hours. For example, rather than reduce a part-time Employee's hours by 2 hours at a particular Centre, the Employer will consider whether the Employee can instead be required to work 2 hours at another neighbouring Centre; and
- ii)** Offering part-time Employees the first option of taking on additional available hours in their Centre before considering engaging a casual Employee.

**i) Right to Request Review of Part-Time Hours**

A person engaged by the Employer as a part-time Employee may request that their hours of work (indicative hours) per employment contract be reviewed if in the preceding period of 12 months they worked a pattern of hours on an ongoing basis which, without significant adjustment, they could continue to perform as a full-time Employee or part-time Employee.

Where a part-time Employee seeks to convert to full-time or an increase to part-time hours of employment:

- i)** Any request must be in writing and provided to the Employer.
- ii)** 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. Reasonable grounds for refusal include that:
  - 1.** It would require a significant adjustment to the Employee's hours of work in order for the Employee to be engaged full-time or increase their part-time hours in accordance with the provisions of this Agreement; or
  - 2.** It is known or reasonably foreseeable that the hours of work which the Employee is required to perform will be significantly reduced in the next 12 months; or
  - 3.** It is known or reasonably foreseeable that there will be a significant change in the days and/or time 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; or
  - 4.** For any ground of refusal to be reasonable, it must be based on facts which are known or reasonably foreseeable.
- iii)** Where the Employer refuses an Employee's request, the Employer must provide the Employee with the Employer's reasons for refusal in writing within 21 days of the request being made. If the Employee does not accept the Employer's refusal, they will constitute a dispute that will be dealt with under the dispute resolution procedure in clause 11.

- iv) Where it is agreed that an Employee will have their employment converted to full-time or increase hours of part-time employment as provided for in this clause, the Employer and Employee must discuss and record in writing:
  1. The form of employment to which the Employee will convert, that is full-time or an increase of part-time hours employment, and the matters referred to in clause 15;
  2. The conversion will take effect from the start of the next pay cycle following such agreement being reached unless otherwise agreed.
- v) Once an Employee has converted to full-time or increased hours of part-time employment, the Employee may only revert to any previous hourly employment arrangements with the written agreement of the Employer.
- vi) Nothing in this clause obliges an Employee to convert to full-time or increase part-time hours of employment, nor permits the Employer to require an Employee to so convert.
- vii) Nothing in this clause requires the Employer to increase the hours of an Employee seeking conversion to full-time or increase part-time hours of employment.

**j) Teachers:**

The teaching load or days of attendance for a part-time Employee will not be varied unless:

- i) The Employee consents; or
- ii) Where such a variation is required as a result of a change in funding, enrolment or curriculum, the Employer provides four weeks' notice, or where the change would result in a reduction in salary, the salary of the Teacher is maintained for a period of four weeks.

### 15.3 Casual Employment

- a) A casual Employee is an Employee engaged as such and paid casual loading in lieu of Annual Leave, personal leave, payment for public holidays not worked, bereavement leave, parental leave (other than eligible casual Employees within the meaning of section 67(2) of the Act), redundancy and notice entitlements and jury service prescribed for other Employees covered by this Agreement. To avoid doubt casual Employees will be paid no less than the relevant Modern Award rate plus the relevant Modern Award casual loading.

The casual loading shall be:

- i) For an Administrative Employee: 25%
- ii) For all other Employees:
  1. From 1 July 2021: 23%
  2. From 1 July 2022: 22%
  3. From 1 July 2023: 21%
- b) A casual Employee will be engaged for a minimum period of two hours work or receive a minimum payment for two hours engagement and may work up to the number of ordinary weekly hours of a full-time Employee.
- c) The employment of a casual Employee, may be terminated by one hours' notice by either the Employer or the Employee, or payment or forfeiture of one hours pay as the case may be.
- d) A casual teacher may be engaged on a day-to-day basis for a period of not more than four consecutive weeks. A casual engagement of a teacher may be extended by agreement between the Teacher and the Employer provided the total period of the engagement does not exceed a total of 10 weeks.
- e) The Employer is committed to reducing reliance on casual employment in our Centres. The Employer commits to:
  - i) Identifying and removing barriers to permanency for casual Employees;
  - ii) Ensuring casual Employees are made aware of opportunities and vacancies to convert to permanent work;

- iii) Offering preference to casual with more than six months of experience with the Employer over comparable external applicants in appointments to permanent roles;
- iv) Exploring opportunities to create permanent relief roles rather than rely on casual Employees;
- v) Offering more flexible work arrangements for permanent Employees.

#### 15.4 Fixed Term Employment

An Employee may be employed for a fixed period of time to:

- a) Undertake a specified project;
- b) Undertake a specified task which has a limited period of operation; or
- c) Replace an Employee who is on leave or is performing other duties temporarily; or
- d) A fixed term Teacher may be employed for a fixed period of time for a period of at least four weeks but no more than 12 months on either a full time or part time basis, provided that a fixed term Teacher may be engaged for a period in excess of a full year but no more than two years where the Teacher is replacing the Teacher in excess of a full year but not more than two years. Fixed term Teachers must be advised in writing at the time of appointment that it is a fixed term position, the length of the appointment and the reasons why the position is temporary.

#### 15.5 Right to Request Casual Conversion

- a) A person engaged by the Employer as a regular casual Employee may request that their employment be converted to full-time or part-time employment.
- b) A **regular casual Employee** is a casual Employee who has in the preceding period of 12 months worked a pattern of hours on an ongoing basis which, without significant adjustment, the Employee could continue to perform as a full-time Employee or part-time Employee under the provisions of the Agreement.
- c) Any request under this clause must be in writing and provided to the Employer.
- d) Where a regular casual Employee seeks to convert to full-time or part-time employment, 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.
- e) Reasonable grounds for refusal include that:
  - i) It would require a significant adjustment to the casual Employee's hours of work in order for the Employee to be engaged as a full-time or part-time Employee in accordance with the provisions of this Agreement, that is the casual Employee is not truly a regular casual Employee as defined in (b);
  - ii) It is known or reasonably foreseeable that the regular casual Employee's position will cease to exist within the next 12 months;
  - iii) It is known or reasonably foreseeable that the hours of work which the regular casual Employee is required to perform will be significantly reduced in the next 12 months; or
  - iv) It is known or reasonably foreseeable that 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.
- f) For any ground of refusal to be reasonable, it must be based on facts which are known or reasonably foreseeable.
- g) Where the Employer refuses a regular casual Employee's request to convert, the Employer must provide the casual Employee with the Employer's 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 clause 11.



- h)** Where it is agreed that a casual Employee will have their employment converted to full-time or part-time employment as provided for in this clause, the Employer and Employee must discuss and record in writing the form of employment to which the Employee will convert, that is full-time or part-time employment, and the matters referred to in clause 15.
- i)** The conversion will take effect from the start of the next pay cycle following such agreement being reached unless otherwise agreed.
- j)** Once a casual Employee has converted to full-time or part-time employment, the Employee may only revert to casual employment with the written agreement of the Employer.
- k)** 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 under this clause.
- l)** Nothing in this clause obliges a regular casual Employee to convert to full-time or part-time employment, nor permits an Employer to require a regular casual Employee to so convert.
- m)** Nothing in this clause requires an Employer to increase the hours of a regular casual Employee seeking conversion to full-time or part-time employment.
- n)** An Employer must provide a casual Employee, whether a regular casual Employee or not, with a copy of the provisions of this clause within the first 12 months of the Employee's first engagement to perform work.
- o)** A casual Employee's right to request to convert is not affected if the Employer fails to comply with the notice requirements in clause (n).

## 16. Labour Flexibility

To facilitate productivity and flexibility, as well as enhancing career opportunities for Employees, all Employees will be required to perform any work in the enterprise within the scope of their skills and competence.

## 17. Workplace Health and Safety

- 17.1** The Employer takes its workplace health and safety obligations very seriously and Employees are expected to do the same.
- 17.2** The Employer maintains a strict zero tolerance approach to drugs and alcohol. Being under the influence of illegal drugs or alcohol at work is extremely dangerous to the safety of the children and others, and will result in disciplinary action which may include termination of employment.
- 17.3** The Employees will adhere to the Employer's Workplace Health & Safety Policy.
- 17.4** Smoking on the Employer's premises (including in the carpark) is prohibited. Breaches may result in disciplinary action which could include dismissal. Visitors to the Centre are also expected to refrain from smoking.
- 17.5** Employees should only use personal mobile phones in accordance with the Employer Code of Conduct.
- 17.6** Immunisation – This clause applies where there is a legislative or Employer requirement for an Employee to be immunized against certain infectious diseases because of the nature of the Employee duties, the Employee must comply with that requirement.

## 18. Cleaning Duties

- 18.1** Employees will carry out cleaning tasks that are inherent or incidental to the care of children within the Centre (i.e. day-to-day activities such as cleaning up after lunch, spot mopping, sweeping, etc. which includes any necessary cleaning up after children).

- 18.2** The Employer will provide the services of an external cleaning organisation on a regular basis to undertake a thorough Centre clean. Duties carried out by the external cleaner include, but are not limited to, cleaning walls in bathroom areas, cleaning fans, cleaning fridges and scrubbing marks off the floors.

## **19. Suitability Notice (working with children check)**

- 19.1** It is a condition of employment, and a legislative requirement, that all Employees hold and maintain a current suitability notice (Working with Children Check) as required by relevant legislation, and advise the Employer should they cease to hold the notice.
- 19.2** Should an Employee cease to hold a relevant Working with Children Check at any stage, their employment may be terminated immediately.
- 19.3** Each Employee is responsible for the cost of acquiring and maintaining a positive suitability notice (Working with Children Check).

## **20. Quality**

The National Quality Framework guides the operations of the Employer. The Employees agree to actively and co-operatively participate in applying the National Quality Standard which incorporates the Quality Ratings System.

## **21. Performance Program**

The Employer is committed to creating a workplace where efforts and achievements are recognised and rewarded. As such, an incentive-based Performance Program shall be maintained during the life of this Agreement for Directors. The Program will measure the success of a Centre in accordance with the vision, goals and strategic initiatives of the Employer. The Employer may extend such a Program to other classifications of Employees. The Performance Program shall be governed in accordance with the business strategy which may be varied at the discretion of the Employer during the life of this Agreement.

## **22. Indemnity**

Any claim made by any member of the public or other person against a Nominated or Certified Supervisor (as defined in clause 8) as a result of any accident or happening caused by the Nominated or Certified Supervisor when duly performing their nominated duty, whether efficiently or, as may subsequently be determined, negligently, will be accepted as a claim made against the Employer. The foregoing will not apply to a Nominated or Certified Supervisor who performs or fails to perform their duties, either knowingly or recklessly, or in a manner contrary to law or the Employer policies and procedures.

## Part 4 – Minimum Wages and Related Matters

### 23. Classifications

- 23.1** Children's Services Employees: The definitions of the classification levels in clause 24 are contained in Schedule A to this Agreement. The purpose of the classification structure is to ensure flexibility of the workforce and to promote a team based operation. For more specific definition of roles and responsibilities pertaining to each level refer to the Position Descriptions.
- 23.2** Teachers: The definitions of the classification levels in clause 24 are contained in Schedule B to this Agreement. The purpose of the classification structure is to ensure flexibility of the workforce and to promote a team based operation. For more specific definition of roles and responsibilities pertaining to each level refer to the Position Descriptions.
- 23.3** Administrative: The definitions of the classification levels in clause 24 are contained in Schedule C to this Agreement. The purpose of the classification structure is to ensure flexibility of the workforce and to promote a team based operation. For more specific definition of roles and responsibilities pertaining to each level refer to the Position Descriptions.
- 23.4** To avoid doubt, the Employer intends that no Employee will be disadvantaged by changes to classifications resulting from the introduction of the classification structures contained in this Agreement.
- 23.5** Disputes relating to classifications will be dealt with in accordance with the Dispute Settling Procedures in clause 11.

### 24. Minimum Wages

- 24.1** The Employer recognises its legal obligations to ensure that it meets the minimum applicable base hourly wage rate for the term of the Agreement.
- 24.2** Employees shall be paid, as a minimum, the base hourly wage rate applicable to their employment prior to the making of this Agreement. Unless otherwise provided, such rates will be increased in line with clause 24.4.
- 24.3** The 2022 and 2023 wage rates calculated in accordance with this clause, will be provided to the Unions' signatory to this Agreement by 1 August each year. Disputes relating to the calculation of the rates of pay will be dealt with in accordance with the Dispute Settling Procedures in clause 11.

#### **24.4 Children's Services Employees**

- a)** Children's Services Employees shall be paid at least:
  - i)** 3% more than the applicable rate under the Children's Services Award from 1 July 2021;
  - ii)** 4% more than the applicable rate under the Children's Services Award from 1 July 2022; and
  - iii)** 5% more than the applicable rate under the Children's Services Award from 1 July 2023.
- b)** Assistant Directors (Level 5) shall be paid at least:
  - i)** 5% more than the applicable rate under the Children's Services Award from 1 July 2021;
  - ii)** 6% more than the applicable rate under the Children's Services Award from 1 July 2022; and
  - iii)** 7% more than the applicable rate under the Children's Services Award from 1 July 2023.
- c)** Centre Directors (Level 6) shall be paid at least:
  - i)** 10% more than the applicable rate under the Children's Services Award from 1 July 2021;
  - ii)** 11% more than the applicable rate under the Children's Services Award from 1 July 2022; and

- iii) 12% more than the applicable rate under the Children's Services Award from 1 July 2023.
- d) The base hourly wages rates provided for Children's Services Employees at the commencement of this Agreement shall be as specified by the Agreement, provided that if the 2021 National Wage Case increase in award rates is greater than 2.0% than the difference in 1 July 2021 (payable in the first full pay period).
- e) Children's Services Employee rates shall be increased in accordance with the National Wage Case increase in award rates on 1 July 2022 and 1 July 2023 (payable in the first full pay period) to maintain the relativities expressed in this Agreement.
- f) Children's Services Employees in New South Wales and the Australian Capital Territory shall be paid in accordance with the award relativities specified in the following table.

**New South Wales & Australian Capital Territory – Children's Services Relativities to the Award**

Level	Award reference rate	1 July 2021 award relativity	1 July 2022 award relativity	1 July 2023 award relativity
1-1 Support Worker	1-1	3.0%	4.0%	5.0%
N 1-1 Educator	1-1	5.0%	5.0%	5.0%
2-1 Support Worker	2-1	3.0%	4.0%	5.0%
2-2 Support worker	2-1	3.0%	4.0%	5.0%
N 2-1 Educator	2-1	5.0%	5.0%	5.0%
2-2 Educator	2-2	5.0%	5.0%	5.0%
3-1 Support Worker	3-1	3.0%	4.0%	5.0%
N 3-1 Educator	3-2	6.6%	5.8%	5.0%
N 3-2 Educator	3-3	4.2%	4.2%	5.0%
N 3-3 Educator	3-3	4.2%	4.2%	5.0%
3-4 Diploma	3.4	3.0%	4.0%	5.0%
4-1	4.1	3.0%	4.0%	5.0%
N 4-2	4.3	7.35%	6.0%	5.0%
N 4-3	4.3	12.3%	12.3%	12.3%
N 4-4 Group Leader Qualified Supervisor	4.3	17.6%	17.6%	17.6%
N 4A-1	4A-1	5.1%	5.1%	5.0%
N 4A-2	4A-2	5.6%	5.6%	5.0%
N 4A-3	4A-5	4.5%	4.5%	5.0%
N 5-1 NSW only	5-1	13.9%	13.9%	13.9%
N 5-2 NSW only	5.2	13.1%	13.1%	13.1%
N 5-3 NSW only	5.3	13.0%	13.0%	13.0%
N 5-4 Advanced Diploma NSW only	5.4	14.2%	14.2%	14.2%
N 6-1 Director 0-39 places	6.1	19.6%	19.6%	19.6%
N 6-2 Director 0-39 places	6.2	18.2%	18.2%	18.2%
N 6-3 Director 0-39 places	6.3	16.7%	16.7%	16.7%
N 6-4 Director 40-59 places	6.4	14.9%	14.9%	14.9%
N 6-5 Director 40-59 places	6.5	13.8%	13.8%	13.8%
N 6-6 Director 40-59 places	6.6	12.5%	12.5%	12.5%



N 6 – 7 Director 60-69 places NSW only, ACT	6.7	11.15%	Centre Directors Level 6.7 – 6.9 will move to the national rate in clause 24.8 on 1/7/2022	
N 6 – 8 Director 60-69 NSW only, 60+ places ACT NSW	6.8	10.0%		
N 6 – 9 Director 60-69 places NSW only, 60+ places ACT	6.9	10.0%		
N 6-10 Director 70+ places NSW only	6.9	12.2%	12.2%	12.2%
Assistant Directors – ACT only	Assistant Directors in the ACT will move to the national rate in clause 24.8 on 1/7/2021			

- g) Centre Directors in South Australia of Centres with 90 or more places shall be paid the award level 6.9 plus 12.6%.
- h) Centre Directors in the Northern Territory shall be paid the relevant award rate plus 18.1%.

#### 24.5 Early Childhood Teachers

- a) The base hourly wage rates provided for Early Childhood Teachers will be increased in accordance with the National Wage Case increase in award rates on 1 July 2022 and 1 July 2023 (payable in the first full pay period).
- b) Commencement rates and progression of Early Childhood Teachers shall be as specified in Schedule B.

**24.6** Increases under this clause are cumulative and are in addition to and not in substitution for increases under previous Agreements.

**24.7** To avoid any doubt, this Agreement does not provide for any wage increases beyond the nominal expiry date in clause 2.

**24.8** The rates of pay and increases provided in this Agreement are inclusive of the federal minimum wage increases determined by Fair Work Australia during the term of this Agreement.

**24.9** The rates of pay derived from clauses 24.1 to 24.12 are exclusive of wage-related allowances.

#### 24.10 Rates of pay for Children's Services Employees:

##### a) National scale for Children's Services Employees

Employees will be paid, as a minimum, the hourly rates applicable to their classification set out in the table below from 1 July 2021, exclusive of any additional increase as a result of clause 24.2:

Classification		Minimum weekly rate	Minimum hourly rate
		\$	\$
<b>Support Worker</b>			
Level 1.1	On commencement	810.03	21.32
Level 2.1	On commencement	840.94	22.13
Level 2.2	After 1 year*	869.92	22.89
Level 3.1	On commencement	921.82	24.26
<b>Children's Services Employee</b>			
Level 1.1	On commencement	810.03	21.32
Level 2.1	On commencement	840.94	22.13
Level 2.2	After 1 year*	869.92	22.89
Level 3A.1	On commencement	907.84	23.89

Level 3A.2	After 1 year	921.82	24.26
Level 3.1	On commencement	921.82	24.26
Level 3.2	After 1 year*	953.76	25.10
Level 3.3	After 2 years*	983.70	25.89
Level 3.4 (Diploma)		1038.39	27.33
Level 4A.1	On commencement	983.70	25.89
Level 4A.2	After 1 year*	997.67	26.25
Level 4A.3	After 2 years*	1011.25	26.61
Level 4A.4	After 3 years*	1025.22	26.98
Level 4A.5	After 4 years*	1039.19	27.35
Level 4.1	On commencement	1086.30	28.59
Level 4.2	After 1 year*	1102.67	29.02
Level 4.3	After 2 years*	1119.04	29.45
Level 5A.1	On commencement	1157.86	30.47
Level 5A.2	After 1 year*	1175.54	30.91
Level 5A.3	After 2 years*	1191.23	31.35
Level 5.1	On commencement	1157.86	30.47
Level 5.2	After 1 year*	1175.54	30.91
Level 5.3	After 2 years*	1191.23	31.35
Level 5.4**	Advanced Diploma	1195.30	31.46
Level 6A.1	On commencement	1398.46	36.80
Level 6A.2	After 1 year*	1415.94	37.26
Level 6A.3	After 2 years*	1433.42	37.72
<b>Children's Services Employee – Director</b>			
Level 6.1	On commencement	1398.46	36.80
Level 6.2	After 1 year*	1415.94	37.26
Level 6.3	After 2 years*	1433.42	37.72
Level 6.4	On commencement	1487.14	39.14
Level 6.5	After 1 year*	1500.36	39.48
Level 6.6	After 2 years*	1518.69	39.97
Level 6.7	On commencement	1536.60	40.44
Level 6.8	After 1 year *	1554.08	40.90
Level 6.9	After 2 years*	1571.56	41.36

\*Reference to a year or years of service is to service in the industry

\*\*An Assistant Director who holds an Advanced Diploma (AQF 6/3 year qualified) must be paid no less than Level 5.4

**b) Children's Services Employees in New South Wales and Australian Capital Territory**

Classification		Minimum weekly rate	Minimum hourly rate
		\$	\$
<b>Support Worker</b>			
Level 1.1	On commencement	To be paid according to the national scale	
Level 2.1	On commencement	To be paid according to the national scale	
Level 2.2	After 1 year*	To be paid according to the national scale	
Level 3.1	On commencement	To be paid according to the national scale	
<b>Children's Services Employee</b>			
Level N1.1	On commencement	825.76	21.73
Level N2.1	On commencement	857.10	22.56
Level N2.2	After 1 year*	886.81	23.34
Level N3.1	On commencement	987.10	25.98
Level N3.2	After 1 year*	995.22	26.19
Level 3.4 (Diploma)		To be paid according to the national scale	
Level N4A.1	On commencement	1003.50	26.41
Level N4A.2	After 1 year*	1023.26	26.93
Level N4A.3	After 2 years*	1054.12	27.74
Level 4.1	On commencement	To be paid according to the national scale	
Level N4.2	After 1 year*	1166.60	30.70
Level N4.3	After 2 years*	1219.80	32.10
Level N4.4 (1)	Supervising Group Leader	1277.94	33.63
Level N5.1 (2)	On commencement	1255.90	33.05
Level N5.2 (2)	After 1 year*	1265.78	33.30
Level N5.3 (2)	After 2 years*	1281.74	33.73
Level N5.4 (2)	Advanced Diploma	1300.74	34.23
<b>Children's Services Employee – Director</b>			
Level N6.1 0-39 places	On commencement	1520.76	40.02
Level N6.2 0-39 places	After 1 year*	1520.76	40.02
Level N6.3 0-39 places	After 2 years*	1520.76	40.02
Level N6.4 40-59 places	On commencement	1552.68	40.86
Level N6.5 40-59 places	After 1 year*	1552.68	40.86
Level N6.6 40-59 places	After 2 years*	1552.68	40.86
Level N6.7 60-69 places NSW, 60+ places ACT	On commencement	1552.68	40.86
Level N6.8 60-69 places NSW, 60+ places ACT	After 1 year *	1554.20	40.90

Level N6.9 60-69 places NSW, 60+ places ACT	After 2 years*	1571.68	41.36
Level N6.10 70+ places NSW only	On commencement	1602.46	42.17

\*Reference to a year or years of service is to service in the industry

- i) NSW only. Level 4.4 is not paid to Senior Educators in the ACT
- ii) NSW only. Assistant Directors in the ACT are paid in accordance with Level 5 of the national scale.

**c) Northern Territory Centre Directors**

Classification		Minimum weekly rate	Minimum hourly rate
		\$	\$
<b>Children's Services Employee—Director</b>			
Level N6.1 0-39 places	On commencement	1501.38	39.51
Level N6.2 0-39 places	After 1 year*	1520.00	40.00
Level N6.3 0-39 places	After 2 years*	1539.38	40.51
Level N6.4 40-59 places	On commencement	1597.14	42.03
Level N6.5 40-59 places	After 1 year*	1611.20	42.40
Level N6.6 40-59 places	After 2 years*	1630.96	42.93
Level N6.7 60+ places	On commencement	1650.34	43.43
Level N6.8 60+ places	After 1 year*	1668.96	43.92
Level N6.9 60+ places	After 2 years*	1687.96	44.42

**24.11 Rates of pay for Early Childhood Teachers:**

**a) The following rates of pay shall apply from 1 July 2021**

Classification	Minimum weekly rate	Minimum hourly rate
	\$	\$
Level 1	1271.48	33.46
Level 2	1330.76	35.02
Level 3	1385.10	36.45
Level 4	1456.54	38.33
Level 5	1527.98	40.21
Level 6	1599.80	42.10
Level 7	1670.10	43.95
Level 8	1738.12	45.74
Level 9	1806.52	47.54
Level 10	1883.66	49.57
Level 11	1957.76	51.52



## b) Translation Arrangements for Early Childhood Teachers

Early Childhood Teachers shall translate from their current salary level to the relevant level of the new Teachers scale in accordance with the following tables on 1 July 2021.

### Four Year Trained Teachers

Level of new Scale	NSW	VIC	QLD	SA	WA	TAS	ACT	NT
2		1,2,3,4,5	1,2,3,4			1		1,2
3	1	6, 7	5	1,2,3	1,2	2	1	3
4	2	8	6,7	4,5	3,4,5	3,4	2	4
5	3	9,10	8,9	6,7	6,7	5,6	3	5
6	4	11	10,11	8,9	8	7,8	4	6,7
7	5	12	12	10,11	9,10	9	5	8
8	6						6	9
9	7						7	10
10	8						8	11
11	9, 10						9, 10	12

### Three Year Trained Teachers

Level of new Scale	NSW	QLD	WA	OTHER STATES	ACT
1	1	1,2,3,4,5	1,2,3,4	1,2,3,4,5	1
2	2	6	5	6	2
3		7	6,7	7	
4	3	8,9	8	8,9	3
5	4	10	9,10	10	4
6	5,6	11,12	11,12	11,12	5,6
7	7,8				7,8
8	9				9
9	10				10
10	11,12				11,12

- c) The retention bonus payable to Kindergarten Teachers in Queensland shall cease to be payable on the commencement of this Agreement. Teachers who wish to continue to receive the bonus shall continue to be paid the rates payable immediately prior to this Agreement.

## 24.12 Rates of pay for Administrative Employees

The following rates of pay shall apply from 1 July 2021, exclusive of any additional increase as a result of clause 24.2.

## Clerks/Administrative Employees

Classification	Minimum weekly rate	Minimum hourly rate
	\$	\$
Level 1-1	822.70	21.65
Level 1-2	864.12	22.74
Level 1-3	890.34	23.43
Level 2-1	901.36	23.72
Level 2-2	918.08	24.15
Level 3	952.28	25.05
Level 4	999.78	26.31
Level 5	1040.06	27.37

## 25. Allowances

### 25.1 Costs for training for licenses, clearances and/or certifications

- a) This clause applies where there is a legislative or Employer requirement for an Employee to have the following license, clearance or certificate:
  - i) First aid certificate;
  - ii) Food safety training;
  - iii) Epi-Pen;
  - iv) CPR; and
  - v) Other as nominated by the Employer.
- b) Where the Employer has approved the Employee to undertake training to obtain that particular license, clearance or certificate referred to in (a), the course costs associated with this training will be met by the Employer, subject to the following:
  - i) Where the time spent undertaking the training occurs during normal working hours, the time will be paid for by the Employer; and
  - ii) The Employer must approve the training provider providing the training.
- c) Where practicable the Employer will facilitate this training during ordinary work hours.

### 25.2 Uniforms

- a) Currently, Employees are not required to wear a uniform. The Employee must wear clothing in accordance with the Employer's policies and procedures, as varied and updated from time to time. The Employer may require Employees or a group of Employees to wear a uniform on one months' notice.
- b) To maintain a professional image and to reduce wear and tear on personal clothing, each Employee will have access to an Annual Uniform allocation for uniforms. Part-time Employees who work on average over a year 20 hours or less per week will receive half of the annual allocation provided to full-time Employees. Once an Employee has exhausted their annual allocation, it is the Employee's responsibility to obtain additional uniforms at their own cost if required by the Employer. The uniform allocation is a fixed sum that does not index in accordance with clause 24.
- c) The Uniform allocation in 25.2(b) is as follows:
  - i) Full-time and part-time (greater than 20 hours per week)
  - ii) Centre Director \$220

- iii) Educator/Cook \$160
- iv) New Starters – all permanent Employees
- v) All new permanent Employees are entitled to an annual workwear allocation, however the percentage of the annual allocation the Employee receives will depend on your commencement date:
  - Quarter 1      July – September      100%
  - Quarter 2      October – December      75%
  - Quarter 3      January – March      50%
  - Quarter 4      April – June      25%
- d) Employees will be responsible for laundering uniforms and maintaining them in good condition.
- e) If a uniform is made compulsory, Employees required to wear a uniform will be paid a clothing and equipment allowance of \$5.98 per week or \$1.20 per day or such other amount as prescribed by the relevant Modern Award as varied from time to time.

### 25.3 Vehicle Allowance

Where an Employee is required to use a private motor vehicle for business purposes, they will be paid a travel allowance of \$0.80 per kilometre in the case of a motor vehicle and \$0.27 per kilometre in the case of a motorcycle or such greater amount prescribed by the Australian Taxation Office as varied from time to time.

### 25.4 Excess Fares Allowance

- a) Where the Employer requires an Employee to temporarily relocate to another Centre or workplace which is more than 50 kilometres away from their original Centre or workplace, and does not provide suitable transport free of charge, the Employer must pay the Employee an allowance of \$13.68 per day or such other amount as prescribed by the relevant Modern Award as varied from time to time. This allowance is payable to the Employee for each day worked away from the usual place of work to compensate for excess fares.
- b) Where an Employee is required by their Employer to be absent from their home overnight for business purposes, the Employer shall reimburse the Employee for all reasonable accommodation and out-of-pocket expenses necessarily incurred by the Employee, or provide the Employee with a reasonable standard of accommodation in lieu.

### 25.5 Telephone Allowances

Where the Employer requires an Employee to install and/or maintain a telephone for the purpose of being on call, the Employer will reimburse the cost of installation and/or subsequent rental charge on production of the receipted account. Where the Employer provides a mobile phone for this purpose, then no land-line installation/call-cost reimbursements will be met by the Employer.

### 25.6 Northern Territory Allowance

The following Northern Territory Allowances shall be paid to all adult Employees employed in the relevant classification:

- a) Educators Levels 3, 3A, 4, 4A, 5 & 5A      \$1.45 per hour
- b) All other Employees      \$0.65 per hour

Casual Employees shall be entitled to the appropriate Northern Territory Allowance to a maximum payment of 38 hours per week.

The Northern Territory Allowance shall not be the subject of any penalty or premium addition.

The Northern Territory Allowance will be increased in line with clause 24.4 d) and e) above and will be included in calculation of leave and superannuation entitlements.

### 25.7 Kalgoorlie Allowance

An Employee employed in the town of Kalgoorlie shall be paid an allowance of \$0.44 per hour. This Allowance will be indexed in line with clause 24.4 d) and e) and included in the calculation of leave and superannuation entitlements.

Casual Employees shall be entitled to the Kalgoorlie Allowance to a maximum payment of 38 hours per week.

#### **25.8** Formal mentoring/supervision program allowance

Where a full-time or part-time Employee (apart from those Employees who are appointed as Centre Directors) is formally appointed a mentor or supervisor as part of a formal mentoring/supervision program coordinated by the Employer, the Employee shall receive an allowance of \$38.10 per week or \$7.62 per day (pro rata for part-time Employees), and will only be paid on each day, or part thereof, where the Employee is actively mentoring participants in the program.

Any formal mentoring program will be established and approved by the General Manager/ Senior Executive of the applicable Department and communicated to the payroll department for payment.

This Allowance will be indexed in line with clause 24.4 d) and e).

#### **25.9** Educational Leader

Where there is a legislative requirement for, and the Employer requires, a full-time or part-time Employee (other than a Centre Director) to act as the Educational Leader, they will be paid the following for those periods in which they are the appointed Educational Leader:

Educators other than Teachers: \$1.40 per hour;

Teachers: They will be entitled to advance one step beyond their classified step A Teacher who is at the top step of the classification structure and who is appointed the Educational Leader will receive in addition to their ordinary rate of pay \$1.40 per hour. Where an Employee is no longer appointed as the Educational Leader, they will return to their classified step.

This Allowance will be indexed in line with clause 24.4 d) and e).

#### **25.10** Children's Services Employees will be eligible for the following allowance which will increase with the minimum wage increases provided for in this Agreement:

##### **a)** First aid allowance

- i)** Where an Employee employed in a position below the Certificate III classification is required by the Employer to administer first aid to children within the Employee's care and the Employee holds a current recognised first aid qualification such as a certificate from the St John Ambulance, the Australian Red Cross or a similar body they will be paid an allowance of \$9.92 per day or such other amount as prescribed by the relevant Modern Award as varied from time to time. Where the Employee is employed in out-of-school hours care, the allowance will be \$1.32 per hour or such other amount as prescribed by the relevant Modern Award as varied from time to time.
- ii)** Provided that a first aid officer need not be appointed where a qualified nurse is on the premises at all times.
- iii)** Where an Employee is required by the Employer to act as a first aid officer and they do not have current qualifications, the Employer must pay the costs of any required training.

##### **b)** Qualifications allowance

A Director or Assistant Director who holds a Graduate Certificate in Childcare Management or equivalent will be paid an all-purpose allowance, calculated at 5% of the weekly rate for an Assistant Director.

##### **c)** Broken shift allowance

Where an Employee is rostered to work two separate shifts in a day, they will be paid an allowance of \$16.76 for full-time and part-time Employees and \$8.38 for casual Employees, per day for each day on which a broken shift is worked, or such other amount as prescribed by the relevant Modern Award as varied from time to time.

**d)** Early Childhood Teaching qualification allowance

A full-time or part-time Employee (other than an Employee classified as a Teacher, however not working in a Teaching capacity) who holds an approved Early Childhood Teaching qualification consistent with the Education and Care Services National Regulation, will be paid an all-purpose allowance of \$0.40 per hour.

**25.11** Teacher Director's Allowance

- a)** This clause applies only to an Early Childhood Teacher who is appointed as a Director to be responsible for the overall management and administration of a Centre.
- b)** A full-time Employee who is appointed as a Director shall be paid the following allowance calculated on the basis of the number of places in the Centre for which they are responsible where:
- i)** Level 1 refers to a Centre with no more than 39 places;
  - ii)** Level 2 refers to a Centre with 40–59 places; and
  - iii)** Level 3 refers to a Centre with 60 or more places.

Level	Hourly payment
	<b>First full pay period after 1 July 2021</b>
1	\$3.21
2	\$3.99
3	\$4.83

- c)** The Teacher Director's Allowance will be increased in line with the wage rate for a Centre Director Level 6.1 in clause 24 and will be included in calculation of leave and superannuation entitlements.
- d)** A part-time Employee who is appointed as a Director will be paid the allowance for each hour they work in the Teacher Director position. The allowance is included in the Employee's ordinary wage rate.
- e)** An Early Childhood Teacher required by the Employer to act as a Director for at least 10 consecutive working days will be paid at the rate applicable to that position for the time they are in the position.

## 26. Payment of Wages

- 26.1** All wages shall be paid weekly, unless the pay cycle is changed under clauses 26.2 and 26.3.
- 26.2** Wages may be paid fortnightly if the Unions agree, consistent with clause 26.3.
- 26.3** Any change to a fortnightly pay cycle, including the method by which the Employer proposes to transition from a weekly to a fortnightly pay cycle, will be made by agreement with the Parties after consultation with the Employees. The Unions will not unreasonably refuse to agree.
- 26.4** Wages shall be paid by electronic funds transfer and will be paid no later than Thursday following close of pay period into a bank account of the Employee's choice.
- 26.5** Wages and entitlements payable upon termination must, whenever possible, be paid not later than Thursday following close of pay period into a bank account of the Employee's choice.
- 26.6** On or before pay day, all Employees will receive a hard copy or electronic version payslip or statement in writing consistent with the provisions of the Act.
- 26.7** Where an Employee has a query or dispute with the payment of wages or entitlements, the



Employee (or Union, if requested by the Employee) may refer the issue to the Employer's Payroll office or People and Culture office for resolution. If the dispute remains unresolved after consultation with the Payroll office or People and Culture office, it will be dealt with through the Dispute Resolution procedure in this Agreement.

## **27. Superannuation**

Superannuation will be governed by federal Superannuation Guarantee legislation, as varied from time to time. Superannuation contributions will be made into one of the following funds as nominated by the Employee:

- i) Australian Super;
- ii) HESTA;
- iii) Australian Child Care Super;
- iv) Sunsuper; or
- v) Another fund of the Employee's choice.

Currently where an Employee does not nominate a fund for contribution, superannuation payments will be made into Sunsuper (default fund), or such other fund nominated by the Employer from time to time.

## **28. Junior Rates**

- 28.1** Subject to clause 24, Junior Employees shall be paid, as a minimum, the relevant percentage of the applicable classification as prescribed in the relevant Modern Award.
- 28.2** The percentage specified in clause 28.1 will be applied to the Agreement rate of pay for the classification. Agreement increases prescribed in this clause apply to Junior base rates of pay. The Employer will not pay less than the relevant Modern Award transitional Junior rate.

## Part 5 – Hours of work, penalties, overtime and breaks

### 29. Ordinary Hours of Work

- 29.1** The ordinary hours of work of all full-time Employees who are not shift workers shall be an average of 38 hours per week worked over a one, two, four or six week work cycle and between 6.00am and 6.30pm Monday to Friday.
- 29.2** Ordinary hours will be worked in periods not exceeding eight hours per day or by mutual agreement up to 10 ordinary hours per day within the spread of ordinary hours.
- 29.3** Except as provided in clause 35, or by agreement under clause 12, all time worked outside of the hours in clause 29.1 shall be paid in accordance with clause 31.

**29.4** Shiftwork

- a) Despite the provisions of clauses 29.1, 29.2 and 29.3, Employees may be employed as shiftworkers.
- b) The ordinary hours inclusive of meal breaks for shiftworkers will not, without payment of overtime, exceed an average of 38 hours per week to be worked over a one, two or four week cycle.
- c) The following allowances will be paid for shiftwork:

Shift	% loading
Early morning	10
Afternoon	15
Night shift, rotating with day or afternoon	17.5
Night shift, non-rotating	30

- d) Definitions
- i) **Early morning shift** means any shift commencing at or after 5.00am and before 6.00am.
- ii) **Afternoon shift** means any shift finishing after 6.30pm and at or before midnight.
- iii) **Night shift** means any shift finishing after midnight and at or before 8.00am or any shift commencing at or before midnight and finishing before 5.00am.
- iv) **Night shift, non-rotating** means any night shift system in which night shifts do not rotate or alternate with another shift so as to give the Employee at least one third of their working time off night shift in each roster cycle.

### 30. Rostering

- 30.1** The Employer shall arrange the work of the Employees by way of a roster which will usually be determined at least one week in advance.
- 30.2** The Employer will prepare a roster setting out Employees' weekly working time including the times of commencing and ceasing duty. The roster will be posted in the staff room (or other conspicuous place) prior to the commencement of the work cycle.
- 30.3** Subject to clause 15.2, seven days' notice of any change of roster will be provided to affected Employees. However, in the case of sickness, unplanned absenteeism, emergency, or where the Employer and the Employees concerned mutually agree, the roster may be changed with less than seven days' notice.
- 30.4** In preparing or changing rosters, the Employer must consider the reasonable availability of Employees taking into account their family responsibilities and other relevant factors such as education and study commitments.

### **30.5** Rostering Principles

- a)** Goodstart is committed to applying safe age-based rostering as articulated in the Guide to the National Quality Framework so that Employees will have the time needed to provide a safe environment and high quality education and care.
- b)** Goodstart will communicate to Employees by 1 July 2021 its Principles to achieve Safe Age-based Rostering, and will develop best practice guidance for Centres in implementing these principles. These principles will be reviewed within 12 months in consultation with the Joint Consultative Committee (JCC).
- c)** Employees concerned about unsafe rostering will be able to raise their concerns with the Goodcall safety hotline mechanism and have the matter dealt with expeditiously, with access to the grievance procedure and the disputes clause of this Agreement where the issue is not resolved.
- d)** Goodstart commits that enrolments of children will not be accepted and if required attendances will be reduced to ensure that safe rostering is maintained.
- e)** Goodstart will report at least twice a year to the JCC on the implementation of its Safe Age-based Rostering principles including issues raised by Employees under clause (11).

### **30.6** Rostered Days Off

The Employer will conduct a trial of rostered days off in selected Centres within the first 12 months of this Agreement. The terms of reference for the trial will be developed in consultation with the JCC. The evaluation of the trial will be shared with the JCC.

An Employee, engaged in the role of Teacher who, as at the date of this Agreement, is entitled to rostered days off (RDOs) other than as part of a trial or pilot, shall retain the right to RDOs for the term of this Agreement.

## **31. Overtime & Time off in lieu (toil)**

- 31.1** Employees may be required to work reasonable additional hours.
- 31.2** Overtime (including Saturday) will be paid at the rate of time and a half for the first two hours and double time thereafter.
- 31.3** Provided that shiftworkers required to work ordinary hours on a Saturday will be paid at the rate of time and a half for all hours worked. Overtime worked on a Saturday by shiftworkers will be paid at time and a half for the first two hours and double time thereafter.
- 31.4** All overtime worked on Sunday will be paid at the rate of double time.
- 31.5** All time worked on a public holiday will be paid at the rate of double time and a half. Where both a public holiday and a substitute day are worked, public holiday penalties are payable for only one of those days, at the election of the Employee.
- 31.6** Notwithstanding clauses 31.2, 31.4, and 31.5 by mutual agreement between the Employer and Employee, overtime may be taken as time off in lieu (TOIL) under a time for time arrangement to a minimum of four hours per day and a maximum of 12 hours per week. Employees must not accumulate in excess of 25 hours TOIL. TOIL in excess of 25 hours shall be paid at the rate of 150% of the ordinary hourly rate.
- 31.7** An Employee who is required to continue working for more than two hours beyond their ordinary ceasing time shall be provided with an adequate meal by the Employer or paid an amount of \$16.28 in lieu thereof. Where the Employee could have or has provided their own meal because of receipt of notice to work overtime, a meal is not required to be provided by the Employer and the meal allowance of \$16.28 shall not be payable.

### **31.8** Administrative Employees

For the purposes of administering the provisions contained in this clause, the minimum period for which an Employee must be paid overtime is one half hour per week.

Where an Employee is required to return to duty after the usual finishing hour of work for that day, the Employee must be paid at the overtime rates prescribed in this clause but must receive a minimum payment as for three hours' work. Provided that this clause does not apply where the work is continuous (subject to a meal break of not more than one hour) with the completion or commencement of ordinary working time.

Payment for working Saturdays and Sundays

- a) Work within the spread of ordinary hours on Saturday will be paid at the rate of time and a quarter.
- b) An Employee who works 38 hours Monday to Friday must be paid a minimum of three hours at overtime rates for work performed on a Saturday, provided that such Employee is ready, willing and available to work such overtime.
- c) All work done on a Sunday must be paid for at the rate of double time.
- d) An Employee required to work on a Sunday is entitled to not less than four hours' pay at penalty rates provided the Employee is available for work for four hours.

## 32. Meal and Rest Breaks

- 32.1** An unpaid meal break of at least 30 minutes and a maximum of one hour is to be taken during ordinary hours, subject to the operational requirements of the Centre, but in any event no later than 6 hours after the Employee commences work.
- 32.2** Where the Employer requires an Employee to remain on the premises during the meal break, the meal break shall be paid at ordinary time.
- 32.3** An Employee working four hours or more on any engagement will be 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 periods of 10 minutes each unless the Employee agrees to forego one of these rest periods. Rest periods will be taken at a time that does not interfere with the continuity of work.
- 32.4** Rest breaks shall be counted as time worked, provided that Employees responsible for supervising children remain on Centre premises during the rest break. Where the Employee agrees, rest breaks may be combined so that the Employee has one rest break of 20 minutes duration each day.

## 33. Make-up Time

The Employer and the majority of Employees in a Centre or an individual Employee may, by agreement, establish a system of make-up time provided that an Employee may elect, with the consent of the Employer to work make-up time under which the Employee takes time off during ordinary hours and works those hours at a later time during the spread of ordinary hours.

## 34. Non-contact Time

- 34.1** Employees who have the primary responsibility for the preparation, implementation and/or evaluation of a developmental program for an individual child or group of children will be entitled to non-contact time during which the Employee is not required to supervise children or perform other duties directed by the Employer, for the purpose of planning, preparing, evaluating and programming activities. The time allocated to the Employee shall be:
  - a) A minimum of two hours per week, plus
  - b) An additional 30 minutes per week for every room with 10 or more children attending in the week; and
  - c) An additional 30 minutes per week for every additional five children attending the room in that week after the first 11 children.

**34.2** An Employee appointed as the Educational Leader will be entitled to additional non-contact time during which the Employee will not be required to supervise children or perform other duties as directed by the Employer. The additional non-contact time allocated to an Educational Leader shall be determined based on the size of the Centre:

- Centres with less than 40 children attending 3 hours
- Centres with 40-69 children attending 4 hours
- Centres with 70-84 children attending 5 hours
- Centres with 85-99 children attending 6 hours
- Centres with 100-114 children attending 7 hours
- Centres with 115 or more children attending 8 hours

**34.3** Goodstart will develop a Non-Contact Time policy to provide guidance on the utilisation of non-contact time. This policy may be reviewed from time to time after consultation with Centre Directors, Employees and Unions.

**34.4** Non-contact time will be rostered in advance in blocks of not less than one hour. Where non-contact time is cancelled or interrupted, it should be re-rostered as soon as possible. Non-contact time that is not used will accumulate to the end of the calendar year. Non-contact time does not include time for setting up and packing up within the Centre.

## **35. Staff & Parent Meetings**

**35.1** Where the Employer advises that attendance at a staff or parent meeting is compulsory, overtime may be taken as TOIL. For the purposes of this clause only, TOIL will equate to the overtime rate i.e. if the Employee attends a staff or parent meeting which equates to one additional hour overtime, the TOIL would equal one and a half hours (or where the rate of pay for overtime is double time, two hours).

**35.2** Except where specified by the Employer, attendance at staff or parent meetings which arise from or in connection with, or incidental to, the work performed by Employees shall be voluntary.

**35.3** A Centre Director may require a compulsory staff meeting for their Centre. In such circumstances prior approval must be sought from their direct line Manager who will not unreasonably withhold their consent.

**35.4** Graduation and end-of-year activities should, as far as practicable, be conducted during ordinary Centre operating hours.



## Part 6 – Leave and Public Holidays

### 36. Annual Leave

- 36.1** Except as varied by this Agreement, full-time and part-time Employees are entitled to Annual Leave in accordance with the provisions of the Act and the NES that is, an Employee is entitled to accrue an amount of paid Annual Leave of four weeks for each completed year of continuous service.
- 36.2** For the purposes of the additional week of leave provided by the NES, a shiftworker is an Employee on shiftwork who is required to work in accordance with a roster on Sundays and public holidays.
- 36.3** Annual Leave accrues progressively throughout the year and accumulates from year to year.
- 36.4** Paid Annual Leave may be taken for a period agreed between an Employee and the Employer. Applications for Annual Leave will not be unreasonably refused.
- 36.5** Annual Leave is paid at the ordinary rate applicable to the Employee at the time of taking leave, including any applicable allowances such as Centre Director allowance, and qualification allowances, plus a 17.5% loading. The 17.5% loading is paid as compensation for the loss of opportunity to work overtime while on Annual Leave. Unused Annual Leave entitlements, including loading, are paid out on termination.
- 36.6** An Employee may be directed by the Employer to take a period of Annual Leave in the following circumstances:
- a)** During the Christmas Vacation;
  - b)** If the Centre closes down;
  - c)** If the Employee has an accrual of more than six weeks' leave.
- In the case of b) and c) the Employer will provide the Employee with four weeks' notice of the requirement to take leave.
- 36.7** The taking of Annual Leave is subject to the Employer Annual Leave policy.
- 36.8** Cashing Out of Annual Leave
- a)** An Employee may request to cash out an amount of accrued Annual Leave, with the agreement of the Employer, subject to the following:
    - i)** The agreement must be in writing, signed by both the Employer and the Employee (or the Employee's parent/guardian if aged under 18 years) and the Employer must retain the agreement as an Employee record.
    - ii)** The written agreement must specify the amount of leave to be cashed out, the payment to be made to the Employee, and the date upon which the payment will be made.
    - iii)** Annual Leave cannot be cashed out if it would result in the Employee's remaining entitlement being less than four weeks (or equivalent for part-time Employees).
    - iv)** Employees are not permitted to cash out more than two weeks' (or equivalent for part-time Employees) accrued Annual Leave in any 12 month period.
    - v)** Employees are not permitted to cash-out Annual Leave and also access the purchased additional leave as provided for in clause 44.
    - vi)** The Employee must be paid the amount that would have been payable to the Employee had the Employee taken the leave that the Employee has forgone, including leave loading.
- 36.9** This clause does not apply to casual Employees.

## 37. Personal Leave

- 37.1** Full-time Employees will be entitled to 10 days (pro rata for part-time Employees) paid Personal Leave in accordance with the provisions of the Act and NES. Personal Leave is any leave taken:
- a)** Because the Employee is not fit for work because of a personal illness, or personal injury affecting the Employee (Sick Leave); or
  - b)** To provide care or support to a member of the Employee's immediate family, or a member of the Employee's household, who requires care or support (Carer's Leave) because of:
    - i)** A personal illness or personal injury affecting the member; or
    - ii)** An unexpected emergency affecting the member.
  - c)** For the purpose of wellbeing (Wellbeing Leave) recognising that addressing health and wellbeing can lead to healthier and happier Employees and that safeguarding Employee health and wellbeing is an important part of our organisational culture and identity.
- 37.2** The Employee must notify (by telephone) the Director, the Centre or the Nominated/Certified Supervisor in the absence of the Director, of their inability to attend for work as early as practicable prior to the normal commencement time. Notification must be in accordance with Centre procedure.
- 37.3** In respect to Personal (Sick) Leave, evidence by way of a medical certificate from a legally qualified medical practitioner, a statutory declaration or some other similar evidence may be requested in respect to Personal (Sick) Leave if:
- a)** An Employee has taken more than two days in any one year; or
  - b)** An Employee has taken more than three days in any one year, provided that they have a Sick Leave balance in excess of three weeks or equivalent for part-time Employees.
- Any request for evidence must be reasonable and should be in writing. The following are examples of where it may be reasonable to request evidence, though this list is not exhaustive:
- a)** Where the period of Personal Leave falls next to a public holiday or weekend; and/or
  - b)** Where the period of leave exceeds two consecutive days; and/or
  - c)** Where the period of leave is taken immediately before or after Annual Leave and/or Long Service Leave; and/or
  - d)** Where the Employee has been given notice that the Employer has genuinely detected a pattern of absenteeism.
- 37.4** In the case of leave for 37.1, the evidence must state the period or approximate period that the Employee will be unable to work, for any absence in respect of which the Employee claims paid Personal Leave, irrespective of duration.
- 37.5** In respect to Personal (Wellbeing) Leave, notification of the intention to utilise up to two days of Personal Leave should be made in accordance with the Centre procedure to ensure that they can be rostered in advance. There are no evidentiary requirements requested in respect of Personal (Wellbeing) Leave.
- 37.6** Personal Leave entitlements will be cumulative from year to year.
- 37.7** Should an Employee fail to supply appropriate evidence under clause 37.4 the Employee will not be eligible for payment of personal leave for that absence.
- 37.8** All Employees (including casuals) are entitled to unpaid Carer's Leave in accordance with the Act, that is, for each permissible occasion, a period of up to two consecutive days or another period to which the Employer and Employee agree.

## 38. Compassionate Leave

- 38.1** Full-time and part-time Employees are entitled to Compassionate Leave in accordance with the provisions of the Act and the NES that is, eligible Employees are entitled to two days paid leave on each occasion of the death or serious life-threatening illness, or injury, of an immediate family or household member.
- 38.2** An Employee may be required to provide proof of the death, illness or injury.
- 38.3** The term “immediate family” means a spouse, partner, de facto partner, parent, grandparent, child, grandchild, sibling, of the Employee or of the Employee’s spouse or de-facto partner.
- 38.4** Casuals are entitled to unpaid Compassionate Leave in accordance with the Act and the NES, that is, for each permissible occasion, a casual Employee will be entitled to 2 days unpaid Compassionate Leave.

## 39. Parental Leave

- 39.1** Employees are entitled to unpaid Parental Leave in accordance with the Act and the NES that is, eligible Employees are entitled to unpaid parental leave if they have completed at least 12 months of continuous service with their Employer. A summary of entitlements is set out in Schedule D.
- 39.2** Paid Parental Leave
- Permanent Employees are entitled to paid Parental Leave where:
- a)** They have at least 12 months of continuous service with the Employer;
  - b)** The leave is associated with either:
    - i)** The birth of a child of the Employee; or
    - ii)** The placement of a child under the age of 16 with the Employee for adoption; and
    - iii)** The Employee will have responsibility for the care of the child.
  - c)** The Employee has made a binding choice under clause 50 to the Employer of the option providing for Paid Parental leave under the Employer’s Work and Family Benefits policy.

Paid Parental Leave will be paid at the base rate of pay for the primary care giver at:

- a)** Four weeks pay where the birth or placement of the child commences after 1 March 2022; or
- b)** Six weeks pay where the birth or placement of the child commences after 1 December 2023 where the Employee has at least 24 months of continuous service with the Employee.

Permanent part-time Employees will be paid on a pro-rata basis determined by the contracted hours the employee is working at the time of taking leave.

Paid Parental Leave is in addition to any paid Parental Leave arrangements funded by the Federal Government.

## 40. Infectious Disease Leave

- 40.1** If an Employee is unable to attend work due to restrictions imposed by law as a result of the Employee suffering from particular infectious diseases notifiable to the relevant Public Health authority, the Employer may grant the Employee a period of paid Infectious Disease Leave.
- 40.2** The Employer will review and update its policy on the circumstances in which Infectious Disease Leave may be granted for defined infectious diseases upon receipt of evidence to the Employer’s satisfaction.
- 40.3** All periods of Infectious Disease Leave will be in addition to the entitlement to Personal Leave at clause 37.
- 40.4** For the avoidance of doubt, this clause will be deemed inoperative in any jurisdiction where the matters contemplated by this clause would breach any law.

## 41. Long Service Leave

Employees are entitled to Long Service Leave in accordance with the provisions of the relevant State or Territory Legislation in the State or Territory in which the Employee is employed.

## 42. Community Service Leave

**42.1** Employees are entitled to Community Service Leave in accordance with the Act and the NES that is, eligible Employees are entitled to be absent from work for the purpose of performing certain community service activities, such as:

- a)** A “voluntary emergency management activity”;
- b)** Jury service (including attendance for jury selection) that is required by or under a law of the Commonwealth, a State or a Territory.

**42.2** The taking of Community Service Leave is subject to the Employer Leave policy.

## 43. Family and Domestic Violence Leave

**43.1** For the purpose of this clause, family and domestic violence is defined as any violent, threatening or other behaviour by a person that coerces or controls a member of the person’s family or household or causes the family or household member to be fearful. It includes current or former partners in an intimate relationship, whenever and wherever the violence occurs. It may include physical, sexual, emotional, psychological or financial abuse.

**43.2** An Employee experiencing family and domestic violence will have access to 10 days per year (or equivalent) of paid (except for casual Employees) Family and Domestic Violence Leave to attend legal proceedings, counselling, appointments with a medical or legal practitioner, relocation, the making of safety arrangements and other activities associated with the experience of family and domestic violence. Casual Employees may access unpaid leave.

**43.3** Upon exhaustion of the leave entitlements in clause 43.2, Employees shall be entitled to up to two days unpaid Family and Domestic Violence Leave (or equivalent for part-time Employees) on each occasion where paid leave would be available. If required, Employees may take additional paid or unpaid Family and Domestic Violence Leave by agreement with the Employer.

**43.4** Family and Domestic Violence Leave is in addition to any other existing leave entitlements, and may be taken as consecutive or single days or as a fraction of a day. Nothing in this clause shall prohibit the Employee from accessing other available forms of leave for the purposes of attending legal proceedings, counselling, appointments with a medical or legal practitioner, relocation, the making of safety arrangements and other activities associated with the experience of family and domestic violence. Family and Domestic Violence Leave is non-cumulative.

**43.5** The Employer must take all reasonable measures to ensure personal information concerning an Employee’s experience of family and domestic violence is kept confidential.

**43.6** The Employee shall give the Employer notice of the taking of the leave under this clause, and if required by the Employer, evidence that would satisfy a reasonable person that the leave was for the purposes of attending medical appointments, legal proceedings, legal assistance, court appearances, counselling, relocation, the making of safety arrangements and other activities associated with the experience of family and domestic violence.

**43.7** Proof of family and domestic violence may be required and may include documents issued by the police service, a court, a doctor (including a medical certificate), district nurse, maternal and child health care nurse, a family violence support service or lawyer or a statutory declaration.

**43.8** The Employer has committed to offering support to those effected by domestic violence, by way of an Employee Assistance Program to Employees experiencing such violence. Further information can be found in Goodstart’s policies and procedures.

## 44. Ceremonial Leave

- 44.1** The Employer may grant up to 5 days' leave per year Ceremonial Leave, three of which will be paid and two of which will be unpaid, to Aboriginal or Torres Strait Islander Employees for ceremonial purposes that are:
- a)** Connected with the death of a member of the immediate or extended family.
  - b)** Ceremonial obligations under Aboriginal or Torres Strait Islander lore (law).
- 44.2** The ceremonial obligations of an Aboriginal person or Torres Strait Islander are inclusive of Sorry Business, National Sorry Day, NAIDOC Week celebrations, or a ceremonial bereavement obligation defined by the individual's customary lore/law.
- 44.3** The Employee must be able to establish to the Employer that he/she has an obligation under Aboriginal and Torres Strait Islander custom and/or traditional law to participate in ceremonial activities to be granted such leave.
- 44.4** Ceremonial Leave granted under this entitlement in cases of a death of a member of the immediate or extended family will be taken consistent with clause 38.
- 44.5** If the Employee falls ill during the ceremonial event and can no longer participate in the event, leave will be converted to Personal Leave with the provision of a medical certificate.
- 44.6** An Aboriginal or Torres Strait Islander Employee, other than a casual, may apply. Casual Employees may apply for leave without pay.

**Note:** Many Aboriginal people use the word “business” in a distinct way, to mean “matters”. Funeral and mourning practices are commonly known as Sorry Business. Financial matters are referred to as Money Business, Cultural Obligations are referred to as Cultural Business, Traditional Owner matters are referred to as Traditional Owner Business, Community matters are referred to as Community Business and the secret-sacred rituals distinct to each gender are referred to as Women's Business and Men's Business.

## 45. Purchased Additional Leave

- 45.1** The Employer offers the ability for Employees to purchase additional leave in order to proactively support Employees to balance their work, family and other life needs.
- 45.2** Employees who are eligible may apply to purchase up to four weeks additional leave by annualising their pay for a 12 month period in accordance with an agreed leave plan.
- 45.3** The application process, eligibility criteria and other matters in relation to Purchased Additional Leave shall be in accordance with the Employer's policy and procedure relating to Additional Purchased Leave.
- 45.4** The Employer will not unreasonably refuse an Employee's request to purchase additional leave.

## 46. Attendance at Court

Where it is necessary for an Employee to attend a court or commission hearing on the Employer's or Employer's client's behalf in connection with her/his duties, time spent travelling to and attending the hearing will be counted as time worked.

## 47. Public Holidays

- 47.1** Subject to the requirements for an Employee to work on a public holiday, an Employee is entitled to public holidays on either of the following days or any substitute day;
- i)** New Year's Day;
  - ii)** Australia Day;
  - iii)** Good Friday;



- iv)** Easter Saturday;
- v)** Easter Monday;
- vi)** Anzac Day;
- vii)** Queen's Birthday;
- viii)** Christmas Day;
- ix)** Boxing Day;
- x)** Labour Day; and
- xi)** Any other gazetted additional public holiday (e.g., annual show day) for the locality concerned.

The Employer and Employees may agree to substitute another day for any of the above public holidays. For this purpose, the consent of the majority of affected Employees in a Centre will constitute agreement.

- 47.2** When any of the public holidays fall on an Employee's ordinary working day, and the Employee is not required to work on such a day, the Employee shall be paid for the ordinary hours that the Employee would have worked on such a day had it not been a public holiday. A part-time Employee shall be entitled to the benefits of this clause only where that Employee would normally have worked on the public holiday (or day observed in lieu). This clause will not apply to casual Employees.
- 47.3** An Employee may refuse to work on a public holiday (and take the day off) if the Employee has reasonable grounds for doing so. In determining whether an Employee has reasonable grounds for refusing a request to work on a public holiday, the Employer will have regard to the matters listed in the relevant provisions of the Act. The Employer will not prejudice an Employee who seeks to exercise his or her rights under this clause.

## Part 7 – Termination and Redundancy

### 48. Termination of Employment

- 48.1** In order to terminate an Employee's employment, other than a Centre Director or Teacher, the Employer shall give the following notice:

Employee's period of continuous service with the Employer	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

- 48.2** If the Employee is 45 years or over and has completed at least two years of continuous service with the Employer, they will receive an additional week of notice.
- 48.3** In order to terminate a Centre Director's or Teacher's employment, the Employer shall give four weeks' notice and an Employee employed as a Centre Director or Teacher will also be required to provide the Employer with four weeks' notice regarding termination of employment. If the Teacher or Centre Director is 45 years or over and has completed at least two years of continuous service with the Employer, they will receive an additional weeks' notice.
- 48.4** Casuals are not entitled to notice in accordance with this clause, subject to the minimum engagement period of two hours.
- 48.5** The Employer may elect to pay the Employee in lieu of the notice prescribed above. The amount payable will be equal to the amount the Employee would have been paid if the notice period had been worked.
- 48.6** An Employee is required to give the Employer the same notice as specified in clause 48.1 or 48.3 except that the Employee is not required to give the additional notice based on age.
- 48.7** Notice of termination cannot be given by either party during Annual Leave.
- 48.8** If the Employee fails to give notice the Employer may withhold monies due to the Employee with a maximum amount equal to the ordinary time rate of pay for the period of notice. However, the Employer shall have the right to waive the total or partial amount of notice required by an Employee.
- 48.9** The Employer shall, upon receipt of a request from an Employee whose employment has been terminated, provide to the Employee a written Statement of Employment specifying the period of employment and the classification of or the type of work performed by the Employee.
- 48.10** On termination of employment, the Employee will immediately deliver to the Employer all property and information belonging to the Employer at the date of termination of employment.
- 48.11** Nothing in this clause limits the Employer's right to terminate the employment without notice in circumstances warranting immediate dismissal. These circumstances include, but are not limited to:
- a)** Dishonesty, fraud or serious misconduct;
  - b)** A serious breach of duty or policy;
  - c)** Serious neglect in the performance of duties;
  - d)** Breach of duty of care;
  - e)** Conviction for a criminal offence inhibiting the further performance of duties or causing the ability to further perform duties to come into question;

- f)** Ceasing to hold a positive suitability notice (working with children check);
- g)** A serious breach of the relevant Acts and/or Regulations;
- h)** Drunkenness or being under the influence of illegal substances.

**48.12** Monies advanced to an Employee by the Employer (whether by way of salary, loans or otherwise) and any other amounts owed by the Employee to the Employer (for example a mistaken overpayment) may be off-set against any accrued entitlements owing at the date of termination. The Employer may deduct such amounts and the Employee acknowledges that the deduction is reasonable by virtue of the fact that the Employee owed the Employer monies.

**48.13** Where an Employee is absent from work for a period of three consecutive working days without the consent of the Employer and without notification to the Employer, the Employer will make reasonable efforts to contact the Employee. Should the Employee not be contactable, they will be considered to have terminated their employment, provided that the day of the termination is at least the minimum period of notice. In such cases, the Employer will only be liable to pay wages and other payments up to and including the last day of actual work. This clause will operate in accordance with Section 117 of the Act.

Where an Employee abandons their shift without notification or approval from their Leader, they may be subject to disciplinary action.

## 49. Redundancy

**49.1** Where the Employer decides that they no longer require the job an Employee has been doing to be done by anyone, (and this is not due to the ordinary and customary turnover of labour) and, that decision may lead to termination of employment, the Employer shall consult the Employee directly affected.

**49.2** Where an Employee is transferred to lower-paid duties for reasons set out in clause 49.7 the Employee shall be entitled to the same period of notice (or pay in lieu) of transfer as the Employee would have been entitled to if the Employee's employment had been terminated under clause 48.

**49.3** In addition to the period of notice prescribed for ordinary termination in clause 48, an Employee whose employment is terminated, shall be entitled to the following amounts of severance pay.

Years of Service	Entitlement
Less than 1 year	Nil
1 year and less than 2 years	4 weeks
2 years and less than 3 years	6 weeks
3 years and less than 4 years	7 weeks
4 years and less than 5 years	8 weeks
5 years and less than 6 years	10 weeks
6 years and less than 7 years	11 weeks
7 years and less than 8 years	13 weeks
8 years and less than 9 years	14 weeks
9 years and less than 10 years	16 weeks
10 years and over	12 weeks

For the purposes of this clause 'weeks' pay means the ordinary time rate of pay for the Employee concerned provided that the following amounts are excluded from the calculation of the ordinary time rate of pay: overtime, penalty rates, disability allowances, shift allowances, special rates, fares and travelling time allowances, bonuses and any other ancillary payments.

**49.4** If a part-time Teacher's hours are reduced, without their consent, by more than 25% they will be entitled to the provisions of this clause.

**49.5** The Employer is relieved from the obligation to make severance payments in circumstances where:

- a)** The Employer has contributed to a superannuation scheme which provides a particular benefit to an Employee in a redundancy situation; and
- b)** The particular benefit to the Employee is over and above any benefit the Employee might obtain from any legislative scheme providing for superannuation benefits (currently the federal Superannuation Guarantee levy) or an award-based superannuation scheme; and
- c)** The particular benefit to the Employee is equal to or greater than the severance payment to which the Employee would be entitled to under the Act.

**49.6** The provisions of clause 49 are not applicable where a business transmitted from an Employer (transmittor) to another Employer (transmittee), in any of the following circumstances:

- a)** Where the Employee accepts employment with the transmittee which recognises the period of continuous service which the Employee had with the transmittor, and any prior transmittor, to be continuous service of the Employee with the transmittee; or
- b)** Where the Employee rejects an offer of employment with the transmittee:
  - i)** In which the terms and conditions are substantially similar to, and considered on an overall basis, no less favourable, than the terms and conditions applicable to the Employee at the time of ceasing employment with the transmittor; and
  - ii)** Which recognises the period of continuous service which the Employee had with the transmittor and any prior transmittor to be continuous service of the Employee with the transmittee.

**49.7** Transfer to lower-paid duties

Where an Employee is transferred to lower-paid duties by reason of redundancy, the same period of notice must be given as the Employee would have been entitled to if the employment had been terminated and the Employer may, at the Employer's discretion, make payment instead of an amount equal to the difference between the former ordinary time rate of pay and the ordinary time rate of pay for the number of weeks of notice still owing.

**49.8** Employee leaves during notice period

An Employee given notice of termination in circumstances of redundancy may terminate their employment during the period of notice. The Employee is entitled to receive the benefits and payments they would have received under this clause had they remained in employment until the expiry of the notice, but is not entitled to payment instead of notice.

**49.9** Job search entitlement

- a)** An Employee given notice of termination in circumstances of redundancy will be entitled to up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- b)** If the Employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the Employee must, at the request of the Employer, produce proof of attendance at an interview or they will not be entitled to payment for the additional time absent. For this purpose a statutory declaration is sufficient.

**49.10** Variation of redundancy payment for incapacity to pay

- a)** Subject to an application by the Employer and further order of Fair Work Commission under section 120 of the Act, an Employer may pay a lesser amount (or no amount) of severance pay than that contained in clause 49.3.
- b)** Fair Work Commission shall have regard to such financial and other resources of the Employer concerned as Fair Work Commission thinks relevant, and the probable effect of paying the amount of severance pay in clause 49.3.

**49.11** Variation of redundancy payment for other acceptable employment

Subject to an application by the Employer and further order of Fair Work Commission under section 120 of the Act, the Employer may pay a lesser amount (or no amount) of severance pay than that contained in clause 49.3 if the Employer obtains acceptable alternative employment for an Employee.

**49.12** Employees exempted

This clause does not apply to:

- a)** Employees terminated for any of the reasons listed in Clause 48.11
- b)** Casual Employees;
- c)** Probationary Employees;
- d)** Employees engaged for a specified period of time or for a specified task or tasks;
- e)** Apprentices.

## Part 8 – Miscellaneous

### 50. Work and Family Benefits

- 50.1** The Employer will develop and provide staff benefits scheme policy whereby eligible Employees will receive a discount on the gap fee on Centre fees, or provide an equivalent outcome.

Without limiting the issues that may be addressed in the policy, the policy will give permanent Employees an option of choosing between a menu of work and family benefits including:

**Option A:** A discount on Centre fees for Early Learning offered by Goodstart Centres; or

**Option B:** A lesser discount on Centre fees for Early Learning offered by Goodstart Centres plus access to Paid Parental Leave under cause 39 of this Agreement.

Employees will be given a once-off opportunity to choose an option, exercised when they first access the benefit. Employees who are receiving Option A (discount only), may request to move to Option B, but only with the agreement of the Employer.

- 50.2** Despite any other provision in the policy, up to the nominal expiry date, eligible Employees (as defined below) are entitled to receive a discount on gap fee for childcare fees as follows:

Category of Employee	Employee discount will be applied before any CCS is calculated. Discount on Gap Fee to apply
<b>Centre-based Diploma of Children's Services qualified Employees (or higher qualification)</b>	
Option A:	30%
Option B:	20%
<b>All other permanent Centre-based Employees</b>	
Option A:	15%
Option B:	10%
<b>Casual Employees employed as such before 1 April 2016</b>	15%

- 50.3** Applications to receive a fee discount is to be approved by the Employer in accordance with the policy.

In this clause:

**“eligible Employee”** is an Employee who satisfies the eligibility criteria;

**“fee discount”** means the individual discounts on the gap fee as detailed in the table above.

- 50.4** The following “eligibility criteria” must be met before the fee discount is approved by the Employer:
- Full-time and part-time Employees are entitled to access the fee discount, including Fixed Term Employees.
  - Casual Employees employed before 1 April 2016 are entitled to access the fee discount, however Casual Employees employed on or after 1 April 2016 do not satisfy the eligibility criteria.
  - Employees are entitled to apply for the fee discount after having successfully completed three months' employment.
  - Casual Employees employed before 1 April 2016 can access the fee discount after a period of three months has lapsed since the first shift actually worked with the Employer.
  - Entitlement to access the fee discount will cease at the time of termination of employment.



- f)** Employees are entitled to claim the fee discount in respect of more than one child, provided the Employee is the primary care-giver in respect of the child(ren) for whom the fee discount is being claimed, or is the CRN holder with the child(ren) linked to that CRN.
- g)** Taking into account the number of Employees' children in care at any one Centre, the Employer reserves the right to determine which Centre an Employee's child will attend (the Employer will always strive to base the child(ren) in the same Centre as the Employee, or in the next nearest available Centre).
- h)** At the time of commencement of the fee discount, Centre fees must not be in arrears. If fees are in arrears, the account must be returned to credit before the fee discount will be applied.
- i)** Child care fees must be paid either by regular salary deduction or via direct debit (or by salary deduction arrangements approved by Goodstart).
- j)** Claiming the fee discount during holiday periods – at no time is the fee discount permitted to exceed 50%, therefore if Employees are claiming the 50% holiday discount for any period, the Employee is not entitled to the staff discount for this same period.

## 51. Professional Development

- 51.1** The Employer is committed to providing a Quality Early Learning environment and to enhancing the skills and knowledge of Employees through the provision of both internal and external staff professional development activities, within the Employer's resource capacity, linked to:
  - a)** The Performance Excellence Program;
  - b)** The goals and needs of the Centre and the Employer;
  - c)** The personal goals of Employees as related to their work;
  - d)** The appropriateness to the Employee's position;
  - e)** Registration/accreditation activities.
- 51.2** The Employer will consult with the JCC on the development of professional development priorities as well as the priorities for the Employer's Teachers Professional Program.
- 51.3** Children's Services Employees will be eligible for four ordinary hours paid time for professional development in each year of service. The entitlement is not cumulative from year to year and will not be paid out if not taken. The Employee's Centre Director will consult with relevant Employer representatives to assist the Employee to identify what professional development opportunities would be most beneficial for the Employee.
- 51.4** Teachers (other than casuals) will be eligible for 16 hours' paid time (or other equivalent benefit and pro-rate for part-time Teachers) for professional development, linked to Teacher registration/ accreditation, Teacher induction, internal and external professional development, and networking and mentoring activities.
- 51.5** The Employer will have sole discretion to determine the nature of the professional development consistent with its resource capacity.
- 51.6** The entitlement is not cumulative from year to year and will not be paid out if not taken. The Employee's Centre Director will consult with relevant Employer representatives to assist the Employee to identify what professional development opportunities would be most beneficial for the Employee.

## 52. Study Support

The Employer will arrange, free of charge, for the provision of training from Goodstart Early Learning Institute or an appropriate training provider as nominated by the Employer, to allow approved Employees to obtain the qualifications of Certificate III, Diploma in Children's Services and Advanced Diploma in Children's Services. The eligibility criteria and conditions of this training will be in accordance with a policy developed by the Employer, which may be subsequently varied by the Employer during the life of this Agreement.

## 53. Financial Assistance for Study (Reimbursement of costs)

- 53.1** The Employer encourages Employees to undertake courses of study relating to their employment. Under certain circumstances the Employer may provide course fees, time in lieu for attendance at courses outside ordinary hours, and paid study leave for practicums or examinations, and release from normal duties to attend such courses.
- 53.2** An Employee should notify their Centre Director in advance of an intention to study, and discuss the course, its content and its relevance to the Employee's position. The Employee's needs for course fees, release from normal duties and time involved in attending the course should be noted at that time. The Employee and the Centre Director will jointly or separately (as desired by the Employee) report in writing to the Employer regarding the relevance of the course and the need for payment of course fees, release from normal duties, time in lieu or study leave.
- 53.3** Where the Employer is satisfied that the course of study is beneficial to the Employer and relevant to the Employee's duties, they may resolve to support the Employee's enrolment in the course.
- 53.4** Where the Employer has resolved to support the Employee's enrolment in the course, benefits may be payable on the receipt of successful completion of modules and courses. Any financial support provided will be limited to reimbursement of negotiated and agreed costs paid by the Employee.
- 53.5** Each Employee who is supported by the Employer by payment of course fees is required to continue with the Employer for a period of no less than 18 months following the completion of the course. Should an Employee terminate their employment with the Employer during this period, course fees received by the Employee will be payable to the Employer as set out below:
- a)** Within six months of completion – 100% of received reimbursement;
  - b)** Between six months and one year – 75% of received reimbursement;
  - c)** Between one year and 18 months – 50% of received reimbursement.
- Any such agreement shall be agreed in writing between both parties.
- 53.6** Successful completion of a recognised course does not entitle the Employee to automatically receive an increase in wages, other than Teachers moving from a three year qualification to a four year qualification.

## 54. Confidentiality

- 54.1** Employees will:
- a)** Adhere to Employer policy regarding confidentiality;
  - b)** Maintain proper and secure custody of all confidential information;
  - c)** Use their best endeavours to prevent the use or disclosure of any confidential information by, or to, third parties; and
  - d)** Not use confidential information for their own personal gain.
- 54.2** **Confidential information** means: any information which, to a reasonable person is considered sensitive information of a kind which, if disclosed to third persons, could or might cause loss or damage (including damage to reputation or loss of business). Such information includes, but is not limited to, information on the operation or business affairs of the Employer, its systems or techniques; financial information; marketing material and information; information about children or families; business contacts; databases; information; documents; procedures and processes relating to the Employer's business of any nature in any form (whether printed or in electronic form).

## 55. Employee Representative Activity

- 55.1** Goodstart will support and recognise the role of Union appointed delegates. Appointed delegates will be entitled to participate in consultations, disputes and collective negotiations, subject to this clause.
- 55.2** A maximum of one Appointed Delegate will be elected by the United Workers Union to represent five Goodstart Centres and notified to the Employer.
- 55.3** Each nominated appointed delegate will be entitled to be released on pay for up to 38 (Ordinary) hours per annum to undertake union activities including training and representative activities as conducted by the Union. Such release time will be noncumulative and must be taken in blocks of not less than four hours.
- Where a delegate is replaced during a year, the replacement delegate shall be entitled to the remainder of the paid release time for the former delegate for that year.
- 55.4** The Employer will give the IEU NSW/ACT and the AEU Vic the same rights as the United Workers Union in relation to this clause with the exception that the Employer will provide both the AEU Vic and the IEU NSW/ACT up to 225 hours each per annum in paid release for Employees appointed as delegates by the IEU NSW/ACT and AEU Vic. Such time would be taken in release of no less than four hour blocks.
- 55.5** Where United Workers Union seeks the release of a particular Appointed Delegate for more than five days absence for Training, then the Employer will not unreasonably withhold such a request provided that there is no adverse impact on the Centre's operational requirements and provided that there is a corresponding reduction in the number of days training afforded to another Appointed Delegate (by the same number of days in excess of the five days afforded).
- 55.6** Training will be conducted by the Union outside work hours, or where this is not possible, within work hours provided not less than four weeks' written notice is provided by the Union to the Employer of the date on which the training will take place and the names of the delegates sought to attend that training. If an Appointed Delegate is required to attend training during work hours, the Appointed Delegate will be paid the Appointed Delegate's ordinary time wages that they would have been entitled to in the course of their ordinary shift for that particular day to a maximum of 7.6 hours.
- 55.7** The Employee's attendance at the training will count as service.
- 55.8** The Employer will not unreasonably refuse a request for an Approved Delegate to attend Training in accordance with this clause. However, the business and/or operational requirements remain paramount and so a request may be refused by the Employer on the basis that the Approved Delegate's absence from work cannot be accommodated due to business and/or operational requirements.

## 56. Union Fees

Where authorised by an Employee, the Employer agrees to release the bank account details of the Employee to the Union to facilitate direct debit of Union dues. The Employer will provide these details within a reasonable timeframe.

## 57. Union Meetings

The Employer will allow Union delegates and officers of the Union to utilise areas reasonably designated by the Employer to give presentations to Employees once per annum. The Employer will only pay an Employee who attends the meeting up to 30 minutes, based on the Employee's ordinary pay. The representative of the Employer will not attend these meetings, unless the Union, or their delegates, invites them to do so.

## 58. Early Childhood Sector Advocacy

- 58.1** Goodstart recognises that the Early Childhood Education workforce is female dominated, that there have been many barriers to improving educator wages across the sector and that greater public investment in the sector is needed to achieve this goal.
- 58.2** Goodstart is committed to working with Government, Unions and providers to ensure we have a workforce that is well-qualified and remunerated to deliver high-quality early learning outcomes for children and to recognise the critical role that Educators play in educating children while supporting the needs of families.
- 58.3** Goodstart also acknowledges the central role of educators as advocates for their sector and their work and will work with the unions to facilitate their participation in such campaigns as agreed, consistent with an agreed set of protocols as well as any other assistance as agreed.
- 58.4** Goodstart will facilitate the release of educators without pay to participate in such agreed campaigns for periods agreed between Goodstart and the Union.

## 59. Food Preparation Hours Review

- 59.1** Goodstart is committed to ensuring Centres are allocated sufficient hours to ensure that cooks can prepare and serve food in accordance with Goodstart's food safety and nutrition policies.
- 59.2** As part of this Agreement, Goodstart will set up a Working Group (comprised of Employee, United Workers Union and management representatives) to review the adequacy of food preparation budget allocation policy, having regard to the Employers food safety and nutrition policies, providing sufficient time for professional development and training and for food ordering, roles within the Centre and best practice. This working group shall report to the JCC within six months of this Agreement commencing.
- 59.3** Goodstart will inform Centres and cooks of the budget allocation for food preparation and will publish the budget allocation policy on the intranet.



### Goodstart's current budget allocation policy for food preparation provides

#### 1. Centres preparing food

No children attending the Centres	Hours
<50	4*
50 - 59	5
60 - 84	5.5
85 - 100	6
100+	6.5

#### 2. Centres serving but not preparing food

No children attending the Centres	Hours
<50	2
50 - 75	2.5
76+	3

(\* minimum of 5 hours in NSW, ACT & QLD)

## Part 9 – Signatures

DATED

day of 2021

SIGNED for and on behalf of **Goodstart Early Learning Limited:**

*J. McFarland*

Signature of Authorised Representative

TRACEY MCFARLAND

Name of Authorised Representative  
(BLOCK LETTERS)

CHIEF EXPERIENCE OFFICER

Position/Title of Authorised Representative

43 METROPLEX AVE, MURARRIE,  
Address of Authorised Representative 4172

*JR*

Signature of Witness

JUVENA ROWE

Name of Witness JP(qual)  
(BLOCK LETTERS)

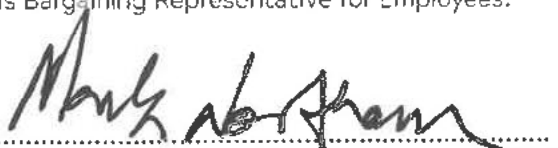
People Partner

Title of Witness

43 Metroplex Ave  
Address of Witness Murarrie Q 4172



**SIGNED** for and on behalf of the **Independent Education Union of Australia (NSW/ACT Branch)**  
as Bargaining Representative for Employees:



Signature of Employee Representative

Mark Northam

Name of Employee Representative  
(BLOCK LETTERS)

General Secretary

Position/Title of Employee Representative

485-501 Wattle St

Address of Employee Representative

Ultimo



Signature of Witness

Name of Witness  
(BLOCK LETTERS)

Veronica Heron

Title of Witness

Industrial Officer

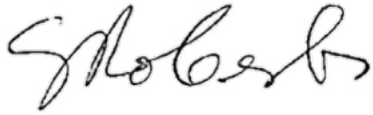
485-501 Wattle St

Address of Witness

Ultimo



**SIGNED** for and on behalf of the **United Workers Union** as Bargaining Representative for Employees:



Signature of Employee Representative

**Samuel Roberts**

Name of Employee Representative  
(BLOCK LETTERS)

**Executive Director – Early Education,  
United Workers Union**

Position/Title of Employee Representative

**833 Bourke St, Docklands, VIC 3008**

Address of Employee Representative



Signature of Witness

**Gabrielle Kavanagh**

Name of Witness  
(BLOCK LETTERS)

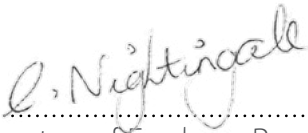
**Industrial Strategy**

Title of Witness

**19 Greek St, Glebe, NSW 2037**

Address of Witness

**SIGNED** for and on behalf of the **Australian Education Union (AEU Vic)** as Bargaining Representative for Employees:



Signature of Employee Representative



Signature of Witness

**Cara Nightingale**

Name of Employee Representative  
(BLOCK LETTERS)

**RENEE MOONEY**

Name of Witness  
(BLOCK LETTERS)

**Vice President, Early Childhood**

Position/Title of Employee Representative

**Industrial Officer**

Title of Witness

**126 Trenerry Crescent, Abbotsford, VIC 3067**

Address of Employee Representative

**126 Trenerry Crescent, Abbotsford, VIC 3067**

Address of Witness

The requirements for witnessing by audio-visual link under section 12 of the Electronic Transactions (Victoria) Act 2000 have been met.

**SIGNED** for and on behalf of the **Amanda Sutton** as Bargaining Representative for Employees:

*A Sutton*

Signature of Employee Representative

*[Signature]*

Signature of Witness

AMANDA SUTTON

Name of Employee Representative  
(BLOCK LETTERS)

Rhian Hammond

Name of Witness  
(BLOCK LETTERS)

Position/Title of Employee Representative

Assistant Director

Title of Witness

44/312 Manly Rd Manly West

Address of Employee Representative

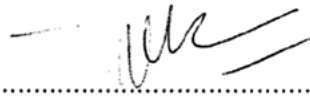
2 Arvon Court Wellington Pt

Address of Witness

**SIGNED** for and on behalf of the **Donna Andary** as Bargaining Representative for Employees:



Signature of Employee Representative



Signature of Witness

Donna Andary

Name of Employee Representative  
(BLOCK LETTERS)

Thi Nguyen

Name of Witness  
(BLOCK LETTERS)

Early Childhood Educator

Position/Title of Employee Representative

Centre Director

Title of Witness

38 Benaroon Road Lakemba, NSW 2195

Address of Employee Representative

4 Bredbo St, Prestons, NSW 2170

Address of Witness

**SIGNED** for and on behalf of the **Tracey Bell** as Bargaining Representative for Employees:



Signature of Employee Representative



Signature of Witness

TRACEY BELL

Name of Employee Representative  
(BLOCK LETTERS)

KERRY-ANN BECKER

Name of Witness  
(BLOCK LETTERS)

CENTRE DIRECTOR

Position/Title of Employee Representative

EARLY CHILDHOOD TEACHER

Title of Witness

29 BRICKENDON CRESCENT

ANNANDALE QLD 4814

Address of Employee Representative

11 RODNEY PLACE WOODEN 4815

Address of Witness

# Schedule A – Children’s Services Employees and Support Workers

## 1. Application

The provisions of this Schedule apply to Employees employed by the Employer in the classifications contained at clause 2 of this Schedule who would otherwise be engaged under the terms of the Children’s Services Award 2010.

The terms of this Schedule are to be read in conjunction with the Goodstart Early Learning Enterprise Agreement 2021 and where there is any inconsistency between the terms of this Schedule and the conditions contained within the Enterprise Agreement this Schedule shall prevail to the extent of any inconsistency.

## 2. Classifications and Progression

Employees shall be engaged and classified by the Employer according to the applicable Children’s Services Award in accordance with the Employee’s skills, responsibilities, qualifications, experience in the industry and duties.

Progression between classification levels will be in accordance with the provisions of the Children’s Services Award. Employees moving from one classification level to another will commence on the first year of service rate of the higher level.

### B.1 Children’s Services Employees (CSE)

#### B.1.1 Level 1

This is an Employee who has no formal qualifications but is able to perform work within the scope of this level. The Employee will work under direct supervision in a team environment and will receive guidance and direction at all times. The Employee will receive structured and regular on-the-job training to perform the duties expected at this level. Normally an Employee at this level will not be left alone with a group of children.

##### a) Indicative duties

- Learning and implementing the policies, procedures and routines of the service.
- Learning how to establish relationships and interact with children.
- Learning the basic skills required to work in this environment with children.
- Giving each child individual attention and comfort as required.
- Basic duties including food preparation, cleaning and gardening.

##### b) Progression

A Level 1 Employee will progress to the next level after a period of one year or earlier if the Employer considers the Employee capable of performing the work at the next level or if the Employee actually performs work at the next level.

#### B.1.2 Level 2

This is an Employee who has completed 12 months in Level 1, or a relevant AQF Certificate II, or in the opinion of the Employer has sufficient knowledge and experience to perform the work within the scope of this level. An Employee at this level has limited knowledge and experience in children’s services and is expected to take limited responsibility for their own work.

##### Indicative duties

- 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.

### **B.1.3 Level 3A**

Such an Employee would be an 'E' Worker as previously classified under the Child Care (Long Day Care) WA Award 2005 as CSE Level 2.

### **B.1.4 Level 3**

This is an Employee who has completed AQF Certificate 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. An Employee appointed at this level will also undertake the same duties and perform the same tasks as a CSE Level 2.

#### **a) Indicative duties**

- 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.

#### **b) Progression**

Subject to this award, an Employee at this level is entitled to progression to Level 3.3. An Employee at this level who has completed an AQF Diploma in Children's Services or equivalent, and who demonstrates the application of skills and knowledge acquired beyond the competencies required for AQF Certificate III in the ongoing performance of their work, must be paid no less than the rate prescribed for Level 3.4. Such an Employee would also include an 'E' Worker as previously classified under the Child Care (Long Day Care) WA Award 2005 as a CSE Level 3.

Any dispute concerning an Employee's entitlement to be paid at Level 3.4 may be dealt with in accordance with clause 11, which may require the Employee to demonstrate that they utilise skills and knowledge above those prescribed for Level 3 but below those prescribed for Level 4.

### **B.1.5 Level 4A**

This is an Employee who has not obtained the qualifications required for a Level 4 Employee who performs the same duties as a Level 4 Employee.

### **B.1.6 Level 4**

This is an Employee who has completed a Diploma in Children's Services or equivalent (e.g. Certificate IV in Out of School Hours Care) as recognised by licensing authorities and is appointed as the person in charge of a group of children in the age range from birth to 12 years or an Employee who is appointed as an Authorised Supervisor (as defined in the Children and Young Persons (Care and Protection) Act 1998 (NSW)).

An Employee at this level will also take on the same duties and perform the same tasks as a CSE Level 3.

#### **Indicative duties**

- Responsible, in consultation with the Assistant Director/Director, for the preparation, implementation and evaluation of a developmentally appropriate program for individual children or groups.
- Responsible to the Assistant Director/Director for the supervision of students on placement.

- Responsible for ensuring a safe environment is maintained for both staff and children.
- Responsible for ensuring that records are maintained accurately for each child in their care.
- Develop, implement and evaluate daily care routines.
- Ensure that the Centre or service's policies and procedures are adhered to.
- Liaise with families.

### **B.1.7 Level 5A**

This is an Employee who has not obtained the qualification required for a Level 5 Employee who performs the same duties as a Level 5 Employee.

### **B.1.8 Level 5**

This is an Employee who has completed an AQF Level V Diploma in Children's Services or equivalent and is appointed as:

- An Assistant Director of a service;
- A Children's Services Co-ordinator;
- A Family Day Care Co-ordinator;
- A Family Day Care Trainee Supervisor; or
- A School Age Care Co-ordinator.

An **Assistant Director** will also take on the same duties and perform the same tasks as a CSE Level 4.

#### **Indicative duties**

- Co-ordinate and direct the activities of Employees engaged in the implementation and evaluation of developmentally appropriate programs.
- Contribute, through the Director, to the development of the Centre or service's policies.
- Co-ordinate Centre or service operations including Occupational Health and Safety, program planning, staff training.
- Responsible for the day-to-day management of the Centre or service in the temporary absence of the Director and for management and compliance with licensing and all statutory and quality assurance issues.
- Generally supervise all Employees within the service.

**a) A Children's Service Co-ordinator** undertakes additional responsibilities including:

- Co-ordinating the activities of more than one group;
- Supervising staff, trainees and students on placement; and
- Assisting in administrative functions.

**b) A Family Day Care Co-ordinator** undertakes the following indicative duties:

- Arranges, administers and monitors a number of Family Day Care placements;
- Responsible for the direction, supervision and training of a number of family based childcare workers;
- Implements licensing regulations and accreditation requirements for family day care;
- Assists in recruiting and approving the registration of family based childcare workers in accordance with the scheme's policies and licensing regulations;
- Documents, interprets and uses information about children;
- Assists family based childcare workers to develop care routines for children;
- Communicates effectively with family based childcare workers, children, parents and families;
- Applies well-developed theoretical knowledge to the care situations with respect to cultural diversity, gender issues and scheme philosophy;
- Responsible for the quality of their own work and the work of others; and

- Ensures that records are maintained and up to date.
- c) A **Family Day Care Trainee Supervisor** undertakes the following indicative duties:
  - Provides support and guidance to family based childcare workers undertaking the AQF Certificate III Traineeship;
  - Undertakes supervision visits for the purpose of on-the-job workplace assessment;
  - Organises training assistance such as additional resources, in-service sessions and study groups as required; and
  - Contributes to the development of the scheme's policies.
- d) An **unqualified Co-ordinator** who co-ordinates and manages a stand alone out-of-school hours care and/or vacation care Centre may undertake the following:
  - Develop and/or oversee programs and ensure they offer a balance of flexibility, variety, safety and fun;
  - Supervise the programs/activities and ensure each staff member is fulfilling their relevant duties and responsibilities;
  - Carry out administrative tasks including fee collection and receipting, banking, staff pay, etc;
  - Administer first aid when appropriate and ensure that injured children receive appropriate medical attention;
  - Work positively with parents and/or committees; and
  - Understand and work in accordance with the Centre or service's policies.

### **B.1.9 Level 6A**

This is an Employee who has not obtained the qualification required for a Level 6 Employee who performs the same duties as a Level 6 Employee.

### **B.1.10 Level 6—Director**

A Director is an Employee who holds a relevant Degree or a three or four year Early Childhood Education qualification, or an AQF Advanced Diploma, or a Diploma in Children's Services, or a Diploma in Out-of-Hours Care; or is otherwise a person possessing such experience, or holding such qualifications deemed by the Employer or the relevant legislation to be appropriate or required for the position, and who is appointed as the Director of a service.

#### **a) Indicative duties**

- Responsible for the overall management and administration of the service.
- Supervise the implementation of developmentally appropriate programs for children.
- Recruit staff in accordance with relevant regulations.
- Maintain day-to-day accounts and handle all administrative matters.
- Ensure that the Centre or service adheres to all relevant regulations and statutory requirements.
- Ensure that the Centre or service meets or exceeds quality assurance requirements.
- Liaise with families and outside agencies.
- Formulate and evaluate annual budgets.
- Liaise with management committees as appropriate.
- Provide professional leadership and development to staff.
- Develop and maintain policies and procedures for the Centre or service.

#### **b) Director Level 1**

A Director Level 1 is an Employee appointed as the Director of a service licensed for up to 39 children or a Family Day Care service of no more than 30 family based childcare workers and is paid at the Level 6.1 to 6.3 salary range.

#### **c) Director Level 2**

A Director Level 2 is an Employee appointed as the Director of a service licensed for between 40 and 59 children or a Family Day Care service with between 31 and 60 family based childcare workers and is paid at the Level 6.4 to 6.6 salary range.

**d) Director Level 3**

A Director Level 3 is an Employee appointed as the Director of a service licensed for 60 or more children or a Family Day Care service with more 60 family based childcare workers and is paid at the Level 6.7 to 6.9 salary range.

**e) Qualified Co-ordinator**

This is also the level for a qualified Co-ordinator who co-ordinates and manages a stand alone out-of-school hours care and/or vacation care Centre and has successfully completed a post-secondary course of at least 2 years in Early Childhood Studies or an equivalent qualification.

A Co-ordinator appointed to co-ordinate the activities of a service licensed to accommodate up to 59 children will be paid at the salary range Level 6.1 to 6.3.

A Co-ordinator appointed to co-ordinate the activities of a service licensed to accommodate 60 or more children will be paid at the salary range Level 6.4 to 6.6.

## **B.2 Support Worker**

### **B.2.1 Level 1**

This is an untrained, unqualified Employee. Employees at this level will work under supervision with guidance and direction.

**a) Indicative duties**

- Assisting a qualified cook and/or basic food preparation and/or duties of a kitchen hand.
- Laundry work.
- Cleaning.
- Gardening.
- Driving.
- Maintenance (non-trade).
- Administrative duties.

**b) Progression**

An Employee will progress to Children's Services Support Employee (CSSE) Level 2 after 12 months, or earlier if the Employee is performing the duties of a CSSE Employee Level 2.

### **B.2.2 Level 2**

An Employee at this level will possess skills, training and experience above that of a CSSE Level 1 and below that of a CSSE Level 3. An Employee at this level works under routine supervision and exercises discretion consistent with their skills and experience.

**Indicative duties**

- Assisting a qualified cook and/or basic food preparation and/or duties of a kitchen hand.
- Laundry work.
- Cleaning.
- Gardening.
- Driving.
- Maintenance (non-trade).
- Administrative duties.

### **B.2.3 Level 3**

An Employee at this level possesses an AQF Certificate III or equivalent skills and performs work at that level as required by the Employer.

## **3. Higher Duties**

Where an Employee is approved in accordance with the relevant legislation to perform a higher duty, and is called upon by the Employer to perform that higher duty for two consecutive hours or longer on any day, they will be paid the rate of pay attaching to the higher duty for the actual time worked in that role on that day.

An Employee engaged as an Assistant Director who is required to undertake the duties of a Director by reason of the Director's absence will not be entitled to payment under this clause unless the Director's absence exceeds two complete consecutive working days.

An Employee who is required to undertake the duties of another Employee by reason of the latter Employee's absence for the purpose of attending (with pay) an approved training course (including in-service training) will not be entitled to payment under this clause.

# Schedule B – Early Childhood Teachers

## 1. Application

The provisions of this Schedule apply to Employees employed by the Employer who would otherwise be engaged under the terms of the Educational Services (Teachers) Award 2010.

The terms of this Schedule are to be read in conjunction with the Goodstart Early Learning Enterprise Agreement 2021 and where there is any inconsistency between the terms of this Schedule and the conditions contained within the Enterprise Agreement, this Schedule shall prevail to the extent of any inconsistency.

## 2. Definitions

**Teacher** means a person employed as such by a school, children's service or early childhood education service and who performs duties which include delivering an educational program, assessing student participation in an education program, administering an education program and performing other duties incidental to the delivery of the education program.

**Three year trained Teacher** means a Teacher who has completed a degree in education or early childhood education that requires three years of full-time study at an Australian university or the equivalent as determined by the National Office of Overseas Skills Recognition, or the relevant State or Territory teacher registration authority, or in the case of early childhood Teachers the relevant licensing and accreditation authority.

**Four year trained Teacher** means a Teacher who has completed a degree in education or early childhood education that requires four years of full-time study at an Australian university or the equivalent as determined by the National Office of Overseas Skills Recognition, or the relevant State or Territory teacher registration authority, or in the case of early childhood teachers the relevant licensing and accreditation authority.

**Five year trained Teacher** means a Teacher who has completed a degree in education or early childhood education that requires four years of full-time study at an Australian university and in addition has completed a postgraduate degree at an Australian university requiring at least one year of full-time study, or the equivalent as determined by the National Office of Overseas Skills Recognition, or the relevant State or Territory teacher registration authority, or in the case of early childhood Teachers the relevant licensing and accreditation authority.

A **student Teacher** shall mean an educator taken to be an early childhood Teacher under regulation 242 of the National Law as enrolled in an approved early childhood teaching qualification and making satisfactory progress towards completing the course.

## 3. Classifications and Progression

Employees shall be engaged and classified by the Employer according to the applicable Educational Services (Teachers) Award Except as otherwise stated in this Schedule, progression between classification levels will be in accordance with the provisions of the applicable Educational Services (Teachers) Award.

### 3.1 Recognition of previous service shall be determined:

- a) On appointment, an Employee will be classified and placed on the appropriate level on the wage scale in clause 24, according to their qualifications and teaching experience. For the purpose of this, teaching experience does not include employment as a teacher in a TAFE program (unless the teacher is employed to teach a Vocational and Educational Training (VET) program) or in an English Language School.
- b) Service as a part-time teacher will normally accrue on a pro rata basis according to the percentage of a full-time teaching load undertaken in any year. However, subject to clause 15, where the hours are more than 90% of a full-time load, service will count as a full-time year.
- c) In the case of a casual Employee, the equivalent of a full-time year of teaching service is 200



full casual days in Australian schools.

- d)** In the case of an early childhood/preschool Teacher, the following will count as service:
- i)** Teaching experience in preschools, kindergartens, multi-purpose Centres, early intervention services, long day care Centre and other similar services;
  - ii)** 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;
  - iii)** Service as a lecturer in early childhood education or child development, as a child development officer or equivalent; and
  - iv)** Service as a diploma qualified childcare worker, at the rate of one year for every three years' service up to a maximum of four years.

### **3.2 Evidence of qualifications**

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

### **3.3 Progression**

- a)** An Employee who is three-year trained will commence on Level 1 of the Teachers salary scale in clause 24 and progress according to normal years of service to Level 10 of the scale.
- b)** An Employee who is four-year trained in Tasmania will commence on Level 2 and in all other jurisdictions on Level 3 of the Teachers salary scale in clause 24 and progress according to normal years of service to Level 11.
- c)** An Employee who is five-year trained will commence on Level 4 of the Teachers salary scale in clause 24 in Tasmania and Level 3 in all other jurisdictions and progress according to normal years of service to Level 11 of the scale.
- d)** All other teachers and two-year trained teachers as defined in clause 2 will commence on Level 1 of the Teachers salary scale in clause 24 and progress according to normal years of service to a maximum of Level 5.
- e)** A teacher shall not progress beyond paypoint six of the Teachers salary scale unless:
  - i)** The teacher is registered as a Proficient Teacher as outlined in the Australian Professional Standards for Teachers; or
  - ii)** The Teacher demonstrates to the satisfaction of the Employer that they meet the Employers expectations to perform as a Proficient Teacher as outlined in the Australian Professional Standards for Teachers;

Provided that where it is mandatory for the teacher to be registered in a particular jurisdiction, they must be registered as a Proficient Teacher to meet this requirement.

The Employer will develop a policy on how teachers can meet the Employers expectations as a Proficient Teacher under (ii).

Any grievances arising from the operation of this process will be determined in accordance with the Employer's grievances and disputes procedures.

- f)** Student Teachers shall be paid on the first paypoint of the Teachers scale while they are taken to be a Teacher in accordance with regulation 242 of the National Law. Where an Employee

no longer meets the requirements of the relevant regulation and ceases to be recognised, they shall revert to the relevant paypoint of the educators or senior educators pay scale.

Where an Employee completes their qualification, they shall move to the relevant graduate rate of the Teachers scales.

## **4. Consultation**

Teachers responsible for the delivery of kindergarten or preschool programs to be consulted by the Centre Director on the allocation of the Centre's budget for kindergarten or preschool programs.

# Schedule C – Administrative Employees

## 1. Application

The provisions of this Schedule apply to Employees employed by the Employer in the children's services and early childhood education industry who would otherwise be engaged under the terms of the Clerks Private Sector Award 2010.

The terms of this Schedule are to be read in conjunction with the Goodstart Early Learning Enterprise Agreement 2021 and where there is any inconsistency between the terms of this Schedule and the conditions contained within the Enterprise Agreement, this Schedule shall prevail to the extent of any inconsistency.

## 2. Definitions

Clerical work includes working exclusively in recording, typing, calculating, invoicing, billing, charging, checking, receiving and answering calls, cash handling, operating a telephone switchboard and attending a reception desk.

## 3. Classification

Employees shall be engaged and classified by the Employer according to the Clerks Private Sector Award 2010.

Progression between classification levels will be in accordance with the provisions of Clerks Private Sector Award 2010.

# Schedule D – Summary of Parental Leave Entitlements

(Fair work act 2009 (cth))

In addition to the Federal Government Paid Parental Leave Scheme, Employees are entitled to unpaid Parental Leave under the Act.

This Schedule is a summary of entitlements under the Act, however, reference should always be made to the Act and the Employers Leave policy. The Act will apply to the extent of any inconsistencies.

## Overview

The NES establish minimum entitlements to unpaid Parental Leave and related entitlements, which apply to all Employees with the Employer.

Parental Leave provisions include birth-related leave and adoption-related leave, and also recognise same-sex de facto relationships.

In addition to unpaid Parental Leave, the NES also provide the following related entitlements:

- Unpaid special maternity leave.
- A right to transfer to a safe job in appropriate cases, or to take 'no safe job leave'.
- Consultation requirements.
- A return to work guarantee.
- Unpaid pre-adoption leave.

## Which Employees are eligible for unpaid Parental Leave?

All Employees are eligible for unpaid Parental Leave if they have completed at least 12 months of continuous service with their Employer. This includes casual Employees, but only if:

- They have been employed by the Employer on a regular and systematic basis for a sequence of periods over at least 12 months.
- Had it not been for the birth (or expected birth) or adoption (or expected adoption) of a child, they would have a reasonable expectation of continuing employment by the Employer on a regular and systematic basis.

## What is the entitlement to Parental Leave?

Each eligible member of an Employee couple may take a separate period of up to 12 months of unpaid parental leave. However, if only one person is taking leave, or if one member of an Employee couple wishes to take more than 12 months leave, the Employee may request a further period of up to 12 months, from their Employer.

An 'Employee couple' is where two Employees (not necessarily of the same Employer) are in a spousal or de facto relationship.

Parental Leave is only available to Employees who have or will have responsibility for the care of a child.

The leave must be associated with:

- The birth of a child to the Employee, the Employee's spouse, or the Employee's de facto partner, or
- The placement of a child under 16 with the Employee for adoption.

The 'child of a person' is defined by the *Family Law Act 1975* as someone who is a person's biological, adopted or step child.

An Employee's 'de facto partner' is defined as a person who, although not legally married to the Employee, lives with them in a relationship as a couple on a genuine domestic basis. Former de facto partners are also included.

The Act ensures that same-sex de facto relationships are recognised for unpaid parental leave entitlements. This means that the same-sex de facto partner of either a person who gives birth or a biological parent may be eligible to take unpaid birth-related leave.

## What are the rules for taking unpaid parental leave?

There are different rules for taking unpaid parental leave, depending on:

- If one Employee takes leave, or
- If both members of an Employee couple take leave.

### One Employee taking unpaid parental leave

The following rules apply where one Employee (or only one member of an Employee couple) takes leave:

- Leave must be taken in a single continuous period (paid leave, such as Annual Leave, may be taken at the same time).
- In the case of a pregnant Employee, leave can start up to six weeks before the expected date of birth, or earlier if the Employer and Employee agree. If the Employee is not giving birth to the child, leave starts on the date of birth or placement of the child.
- Leave may start at any time within 12 months after the birth or placement of the child if:
  - > the Employee has a spouse or de facto partner who is not an Employee, and
  - > the spouse or de facto partner has responsibility for the care of the child.

### Both members of an Employee couple taking leave

The following rules apply to an Employee couple if both Employees take unpaid parental leave:

- The Employees are entitled to no more than 24 months of leave between them, which generally must be taken separately in a single continuous period.
- If the Employee who takes leave first is pregnant or gives birth, they may start their leave up to six weeks before the expected date of birth, or earlier if the Employer and Employee agree.
- If the Employee who takes leave first is not pregnant, their leave must start on the date of birth or placement of a child.
- Both Employees of an Employee couple may take leave at the same time for a maximum period of eight weeks. This leave must be taken within 12 months of the birth or adoption of a child. The concurrent leave may be taken in separate periods. Each period must be no shorter than two weeks unless the Employer agrees.
- Concurrent leave is unpaid parental leave and is deducted from an Employee's unpaid parental leave entitlement of 12 months.
- Paid leave, such as Annual Leave, may be taken at the same time as unpaid Parental Leave.

## Can an Employee extend their unpaid Parental Leave?

An Employee taking 12 months Parental Leave may request an extension of a further 12 months leave (up to 24 months in total), unless they are a member of an Employee couple and the other member has already taken 12 months of leave.

The request must be in writing and given to the Employer at least four weeks before the end of the Employee's initial period of Parental Leave. The Employer must respond in writing within 21 days, stating whether they grant or refuse the request. They may only refuse if they have given the Employee a reasonable opportunity to discuss their request, and there are reasonable business grounds to do so. If a request is refused, the written response must include details of the Employer's reasons.

The NES do not define 'reasonable business grounds' for refusing a request, but relevant factors may include:

- The effect on the workplace (e.g. the impact on finances, efficiency, productivity, customer service).
- The inability to manage the workload among existing staff.
- The inability to recruit a replacement Employee.

## Can a pregnant Employee be required to take Parental Leave within six weeks before the birth?

A pregnant Employee wanting to work the six weeks before birth may be asked by the Employer to provide a medical certificate containing the following:

- A statement of whether the Employee is fit for work.
- If the Employee is fit for work, a statement of whether it is inadvisable for the Employee to continue in her present position because of:
  - > Illness or risks arising out of the Employee's pregnancy or
  - > Hazards connected with the position.

The Employer may require the Employee to take a period of unpaid Parental Leave as soon as possible if the Employee:

- Fails to provide the requested medical certificate within seven days of the request or
- Provides a certificate within seven days stating that they are not fit for work.

This form of directed leave runs until the end of the pregnancy or until the planned leave was due to start, and is deducted from the Employee's unpaid Parental Leave entitlement. It is exempt from the rules about when the leave must start, that it be taken in a continuous period, and notice requirements.

## What are the notice and evidence requirements for taking Parental Leave?

An Employee is not entitled to take unpaid Parental Leave unless they:

- Inform their Employer of their intention to take unpaid Parental Leave by giving at least 10 weeks written notice (unless it is not possible to do so).
- Specify the intended start and end dates of the leave.
- At least four weeks before the intended start date:
  - > Confirm the intended start and end dates, or
  - > Advise the Employer of any changes to the intended start and end dates (unless it is not possible to do so).

Where concurrent leave is to be taken in separate periods, these notice requirements apply to the first period of that leave. For second and subsequent periods, the Employee must provide the Employer with four weeks' notice.



An Employer may require evidence that would satisfy a reasonable person of the actual or expected date of birth of a child (e.g. a medical certificate), or the day or expected day of placement of a child under 16.

## Other entitlements related to parental leave

### Where there is a stillbirth or infant death

An eligible pregnant Employee can reduce or cancel their period of unpaid birth-related parental leave if their pregnancy ends due to their child being stillborn, or if their child dies after birth.

In the case of a stillbirth or infant death:

- If the Employee or Employer gives written notice to the other party cancelling the leave before leave starts, the Employee won't be entitled to unpaid Parental Leave (under these circumstances, if the pregnant Employee is not fit for work, she may be entitled to paid Personal Leave or unpaid special maternity leave).
- If the Employee gives written notice cancelling the leave after leave starts, they may return to work within four weeks of giving notice to the Employer.
- The Employer may also request the Employee to return to work on a specified day after leave starts, but has to provide at least six weeks' notice to the Employee.

Whether leave is cancelled or reduced, the Employee's entitlement to unpaid Parental Leave ends immediately before the day they are specified to return to work. These provisions don't limit the Employer or Employee agreeing to reduce the period of unpaid Parental Leave once it has started, should an agreement be reached.

### Unpaid special maternity leave

An eligible pregnant Employee is entitled to take unpaid special maternity leave if the Employee is not fit for work because of:

- A pregnancy-related illness, or
- The pregnancy ends, not in the birth of a living child, within 28 weeks of the expected date of birth.

An Employee must give their Employer notice they are taking unpaid special maternity leave as soon as possible (which may be after the leave has started), and the expected period of leave.

An Employer may require evidence that would satisfy a reasonable person (e.g. a medical certificate).

The entitlement to unpaid Parental Leave is not reduced by the amount of any unpaid special maternity leave taken by the Employee while they are pregnant.

### Transfer to a safe job or 'no safe job leave'

A pregnant Employee has an entitlement to be transferred to an 'appropriate safe job'. An appropriate safe job is a job that has:

- The same ordinary hours of work as the Employee's present position; or
- A different number of ordinary hours agreed to by the Employee.

This entitlement applies if the Employee has provided evidence (e.g. a medical certificate) that would satisfy a reasonable person that they are fit for work, but that it is inadvisable for them to continue in their present position during a period because of:

- Illness or risks arising out of the pregnancy; or
- Hazards connected with that position.

If this requirement is met and there is an appropriate safe job available, the Employee must be transferred to that job for the risk period, with no other change to the Employee's terms and conditions of employment. The Employer must pay the Employee at their full rate of pay for the position they were in before the transfer and for the hours they work during the risk period.

If there is no appropriate safe job available, and the Employee is entitled to unpaid parental leave then the Employee is entitled to take paid no safe job leave for the risk period, and be paid at their base rate of pay for ordinary hours of work during the risk period.

If there is no appropriate safe job available, and the Employee is not entitled to unpaid Parental Leave then the Employee is entitled to take unpaid 'no safe job leave' for the risk period.

If an Employee is on paid no safe job leave during the six week period before the expected date of birth, the Employer may ask the Employee to give the Employer a medical certificate stating whether they are fit for work.

The Employer may require the Employee to take a period of unpaid Parental Leave, if they are eligible, as soon as practical if:

- The Employee does not give the Employer a medical certificate within seven days after the request; or
- Within seven days after the request, the Employee provides a certificate stating they are not fit for work.

The no safe job leave ends when the period of unpaid Parental Leave starts.

### **Consultation requirements on unpaid Parental Leave**

Employees on unpaid Parental Leave are entitled to be kept informed of decisions by their Employer that will have a significant effect on the status, pay or location of their pre-parental leave position. The Employer must take all reasonable steps to give the Employee information about (and an opportunity to discuss) the effect of any such decisions on the Employee's position.

The Employee's pre-parental leave position is the position they held before starting the unpaid Parental Leave, or the position they held before they were transferred to a safe job or reduced their hours due to the pregnancy.

### **Return to work guarantee**

An Employee is guaranteed to return to work immediately following a period of unpaid Parental Leave, entitling them to:

- Their pre-parental leave position; or
- If that position no longer exists, an available position for which they are qualified and suited, which is nearest in status and pay to their pre-parental leave position.

Before engaging an Employee to perform the work of the Employee on leave, the Employer is required to notify the replacement Employee:

- That their engagement is temporary;
- That the Employee on leave has a guarantee to return to work when their unpaid parental leave ends;
- The rights of the Employee on leave in the case of a stillbirth or infant death;
- The rights of the Employee on leave in the case where they cease to have responsibility for the care of the child.

### **Keeping in touch days**

A keeping in touch day is when an Employee performs work for the Employer on a day or part of a day while on a period of approved leave. Such a day (or part of a day) will be considered a keeping in touch day if:

- The purpose of performing work is to enable the Employee to keep in touch with their employment (this will also assist when the Employee returns to work once their leave has ended);
- Both the Employee and the Employer consent to the Employee performing specific work on that day;
- The day is not within 42 days of the date of birth or placement of the child to which the period of leave relates (if requested by the Employer);
- The day is not within 14 days of the date of birth or placement of the child to which the period of leave relates (if requested by the Employee);
- The Employee has not already performed 10 days of work during the period of leave that were keeping in touch days.

An Employee who performs work on a keeping in touch day is entitled to payment from their employer in accordance with the relevant contract of employment or industrial instrument.

A keeping in touch day will not break the single continuous period of unpaid parental leave under the NES.

### **Unpaid pre-adoption leave**

All Employees (regardless of their length of service) are entitled to up to two days of unpaid pre-adoption leave to attend any interviews or examinations required for the adoption of a child.

This leave may be taken as:

- A single continuous period of up to two days; or
- Any separate periods to which the Employee and Employer agree.

An Employer may, however, direct an Employee to take another form of leave (e.g. paid Annual Leave) before accessing their unpaid pre-adoption leave entitlement.

An Employee must give their Employer notice they are taking unpaid pre-adoption leave and the expected duration as soon as possible (which may be after the leave has started) and, if required, evidence that would satisfy a reasonable person.

# Schedule E – School Based Trainees

## 1. Application

This schedule applies in respect of an Employee covered by this Agreement who is undertaking a School Based Traineeship leading to an AQF Certificate III in Early Childhood Education and Care.

This schedule does not apply to any current Employees, or any future Employees who are not School Based Trainees.

Where the terms and conditions of this Schedule conflict with other terms and conditions of this Agreement dealing with School Based Traineeships, the other terms and conditions of this Agreement shall prevail.

At the conclusion of the School Based Traineeships, this Schedule ceases to apply to the Employee.

## 2. Types of traineeship

School Based Trainees will be employed on a part-time basis, on less than 38 ordinary hours per week, with 20% of ordinary hours being approved training solely on-the-job or partly on-the-job and partly off-the-job, or where training is fully off-the-job.

## 3. Minimum wages

The minimum wages for a School Based Trainee are allocated as follows when the School Based Trainee works ordinary hours:

### Year of schooling

<i>Year 11 or lower</i>	<i>Year 12</i>
\$11.79 per hour	\$14.13 per hour

These rates will increase consistent with the percentage wage increases provided for in the Award.

An Employee who was employed by an Employer immediately prior to becoming a School Based Trainee with that Employer must not suffer a reduction in their minimum wage per week or per hour by virtue of becoming a School Based Trainee. Casual loadings will be disregarded when determining whether the Employee has suffered a reduction in their minimum wage.

If a qualification is converted from an AQF Certificate Level III to an AQF Certificate Level IV Traineeship, then the Trainee must be paid at the appropriate rate for that classification for an Employee who is not a School Based Trainee.

## 4. Employment conditions

A School Based Trainee may, with the agreement of the School Based Trainee, be paid an additional loading of 25% on all ordinary hours worked instead of paid Annual Leave, paid Personal/Carer's Leave and paid absence on Public Holidays, provided that where the Trainee works on a Public Holiday then the Public Holiday provisions of this Agreement will apply.

A School Based Trainee is entitled to be released from work without loss of continuity of employment and to payment of the appropriate wages to attend any training and assessment specified in, or associated with, the training contract.

Clause 15.2 h) does not apply to a School Based Trainee. The minimum number of ordinary hours of a School Based Trainee is eight hours per week and two hours per day.

## 5. Definitions

In this schedule:

**Approved training** means the training specified in the training contract.

**Relevant State or Territory training authority** means the bodies in the relevant State or Territory which exercise approval powers in relation to Traineeships and register training contracts under the relevant State or Territory vocational education and training legislation.

**Relevant State or Territory vocational education and training legislation** means the relevant state or territory training act.

**School Based Trainee** is an Employee undertaking a School Based Traineeship under a training contract.

**Traineeship** means a system of training which has been approved by the relevant State or Territory training authority, which meets the requirements of a training package developed by the relevant Industry Skills Council and endorsed by the National Quality Council, and which leads to an AQF certificate level qualification.

**Training contract** means an agreement for a Traineeship made between an Employer and an Employee which is registered with the relevant State or Territory training authority.

**Training package** means the competency standards and associated assessment guidelines for an AQF certificate level qualification which have been endorsed for an industry or enterprise by the National Quality Council and placed on the National Training Information Service with the approval of the Commonwealth, State and Territory Ministers responsible for vocational education and training, and includes any relevant replacement training package.

Goodstart Early Learning acknowledges all Traditional Custodians across Australia and recognises First Nations peoples' continued cultural and spiritual connection to the land, sky and waterways that surround us. We pay our respects to Elders past, present and emerging.



**We're for children, not for profit.**

43 Metroplex Avenue, Murarrie Qld 4172 **t** 1800 222 543 **f** (07) 3020 3825 **abn** 69 139 967 794



IN THE FAIR WORK COMMISSION

FWC Matter No.:AG2021/5487

Applicant: Goodstart Early Learning Ltd

Section 185 – Application for approval of a single enterprise agreement

### Undertaking – Section 190

I, Tracey McFarland, Chief Experience Officer have the authority given to me by Goodstart Early Learning Ltd to give the following undertakings with respect to the Goodstart Early Learning Enterprise Agreement 2021 ("the Agreement"):

1. For the purpose of the additional week of annual leave provided for in the NES, a shiftworker is
  - (a) For Administrative Employees an employee who is regularly rostered to work on Sundays and public holidays in a business in which shifts are continuously rostered 24 hours a day for 7 days a week
  - (b) For all other Employees an employee on shiftwork who is required to work in accordance with a roster on Sundays and public holidays.
2. Notwithstanding Clause 48.12, an employee shall receive a lesser entitlement to notice of termination than provided for under the NES.
3. 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 a greater benefit, the NES provision will apply to the extent of the inconsistency.
4. In relation to Clause 37, an employee taking personal/carer's leave must notify the Director/Supervisor as soon as practicable (which may be a time after the leave has started).
5. For the purpose of agreement to substitute a public holiday, provided for in Clause 47.1, is to be read in conjunction with the relevant Modern Award and no less favorable.
6. Notwithstanding Clause 48.8, an employee shall receive no lesser entitlement to notice of termination than is provided for under the NES.
  - (a) For Teacher Employees - If an employee does not give the period of notice required under clause 48.3, then the employer may deduct from wages due to the employee that is no more than 2 weeks wages for the employee.
  - (b) For all other Employees - If an employee who is at least 18 years old does not give the period of notice required under clause 48.1 or 48.3, then the employer may deduct from wages due to the employee amount that is no more than one week's wages for the employee.

7. In relation to Clause 29.4, Employees employed as shiftworkers on a Saturday, Sunday or public holiday will receive a minimum payment of four hours pay.

8. Notwithstanding Clause 15.3 (a), an employee shall receive no lesser entitlement than the relevant Modern Award rate plus the relevant Modern Award casual loading and length of engagement.

9. In relation to Clause 15.3 (b), the minimum casual engagement for Administrative employees will be 3 hours, even if they are rostered to work for fewer than 3 consecutive hours

10. In relation to Clause 15.3 (b), the minimum casual engagement for Teacher employees will be 4 hours, even if they are rostered to work for fewer than 4 consecutive hours.

These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.

Signature: 

Date : 28 July 2021