



# MercyCare Early Learning Enterprise Agreement 2021



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## 1. TITLE

This Agreement will be known as the MercyCare Early Learning Centre Enterprise Agreement 2021 (the Agreement).

## 2. DEFINITIONS

"**Agreement**" has the meaning given in clause 1.

"**Award**" means the Children's Services Award 2010.

"**Child care**" means a program providing care, support supervision and development for children.

"**Continuous service**" means service under an unbroken contract of employment and includes any period of parental leave and any period of leave or absence authorised by the Employer.

"**Early Learning Centre(s)**" means any early learning centre operated by the Employer.

"**FWC**" means Fair Work Commission

"**FW Act**" means Fair Work Act 2009

"**Ordinary Hourly Rate of Pay**" means the applicable rate of pay set out in Schedule A

"**Reasonable business grounds**" is defined by FWC and includes cost to the employer, impact on other Employees, impact on productivity, impact on customer service and capacity to change working arrangements.

"**Shift worker**" is an Employee who is rostered to work ordinary hours on a regular basis commencing between 5am and 6am or finishing after 6.30pm on Monday to Friday, or on weekends or on public holidays.

## 3. SCOPE

This Agreement shall apply to the parties set out below:

- (a) Mercy Community Services Ltd (ABN 96 487 116 582) and Mercy Human Services Limited (ABN 21 612 759 654) (**Employer**); and
- (b) the Employees of the Employer who are engaged to work in the Employers' Early Learning Centres in any of the following occupations or callings Administration Officer, Child Care Support Workers (Cleaner, Cook/Food Coordinator, Gardener), Trainee Educator, Assistant Educator (Unqualified), Assistant Educator (Certificate III), Educator (Certificate IV), Educator (Diploma), Room Leader (Diploma), Assistant Manager, and Early Childhood Teacher. (**Employees**)

## 4. INTERPRETATION

- 4.1 This Agreement will be read and interpreted in conjunction with the National Employment Standards (NES). Where there is 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.
- 4.2 This Agreement operates to the exclusion of any other industrial instrument as amended, replaced or superseded from time to time that might otherwise apply to the employment of persons employed by the Employer; and
- 4.3 Without limiting the generality of clause 4.2, this Agreement rescinds and replaces the Mercy Community Services Early Learning Centres Enterprise Agreement 2017.



## 5. TERM

- 5.1 This Agreement will commence operation 7 days after it has been approved by the Fair Work Commission (**Commencement Date**). This Agreement's nominal expiry date will be 4 years from the Commencement Date.

## 6. DISPUTE SETTLEMENT PROCEDURE

The following procedure sets out the provisions for dealing with any dispute that relates to a matter arising under this Agreement or in relation to the NES:

- 6.1 An Employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.
- 6.2 In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the Employee or Employees and relevant supervisors or managers. The discussions will be held within seven (7) calendar days of the notification of a dispute.
- 6.3 If the dispute is not resolved, it will be considered jointly by the appropriate senior representative of the Employer and the Employee or Employees. The discussions will be held within 14 calendar days of the escalation of a dispute.
- 6.4 If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to the Fair Work Commission.
- 6.5 Fair Work Commission may deal with the dispute in 2 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.

## 7. INDIVIDUAL FLEXIBILITY AGREEMENTS

- 7.1 The Employer and Employees covered by this Agreement may agree to vary the application of the terms of this Agreement relating to any of the following in order to meet the genuine needs of both the Employee and the Employer:
- (a) arrangements about when work is performed;
  - (b) overtime rates;
  - (c) penalty rates;
  - (d) allowances; or
  - (e) annual leave loading
- 7.2 An agreement must be one that is genuinely agreed to by the Employer and the individual Employee without coercion or duress.
- 7.3 An agreement may only be made after the individual Employee has commenced employment with the Employer.

- 7.4 An agreement must do all of the following:
- (a) is in writing; and
  - (b) states the name of the Employer and Employee; and
  - (c) identify the Agreement term, or Agreement terms, the application of which is to be varied; and
  - (d) set out how the agreement results in the Employee being better off overall at the time the agreement is made than if the agreement had not been made;
  - (e) state the date the agreement is to start; and
  - (f) is signed by the Employer and Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and
- 7.5 Except as provided for in sub-clause 7.4(f), an agreement must not require the approval or consent of a person other than the Employer and the Employee.
- 7.6 The Employer must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 7.7 The Employer or Employee may terminate the individual flexibility arrangement:
- (a) by giving no less than 28 days written notice to the other party; or
  - (b) at any time, if the Employer and Employee agree in writing.
- 7.8 An agreement terminated as mentioned in clause 7.7 ceases to have effect at the end of the period of notice required under that clause.
- 7.9 The right to make an agreement under clause 7 is additional to, and does not affect, any other term of this Agreement that provides for an agreement between an Employer and an individual Employee.

## **8. WORKPLACE CHANGE**

- 8.1 This term applies if the employer:
- (a) Has made definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the Employees; or
  - (b) proposes to introduce a change to the regular roster or ordinary hours of work of Employees.

### *Major change*

- 8.2 For a major change referred to in paragraph (1)(a):
- (a) the Employer must notify the relevant Employees and their representatives (if any) of the decision to introduce the major change; and
  - (b) discuss with the affected Employees, and their representatives (if any):
    - (i) the introduction of the change(s); and
    - (ii) their likely effect on Employees; and
    - (iii) measures to avoid or reduce adverse effects of the change on the Employees; and
  - (c) for the purposes of the discussion-provide, in writing, to the relevant Employees, and their representatives (if any) all relevant information about the changes including;

- (i) their nature; and
- (ii) their expected effects on the Employees; and
- (iii) any other matters likely to affect Employees.

- 8.3 The Employer is not required to disclose confidential or commercially sensitive information if its disclosure would be contrary to the Employer's interests.
- 8.4 The employer must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.
- 8.5 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 paragraph (2)(a) and subclauses (3) and (5) are taken not to apply. In this clause, "significant effect" on Employees, includes any of the following:
- 8.6 In this clause, "significant effect" on Employees, includes any of the following:
- (a) the termination of the employment; or
  - (b) major change to the composition, operation or size of the Employer's workforce or to the skills required; or
  - (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
  - (d) the alteration of hours of work; or
  - (e) the need to retrain Employees; or
  - (f) the need to relocate Employees to another workplace; or
  - (g) the restructuring of jobs.

*Change to regular roster or ordinary hours of work*

- 8.7 For a change referred to in paragraph (1)(b):
- (a) the Employer must notify the relevant Employees and their representatives (if any) of the proposed change; and
  - (b) discuss with the relevant Employees and their representatives (if any);
    - (i) the introduction of the change(s); and
    - (ii) their likely effect on Employees; and
    - (iii) measures to avoid or reduce adverse effects of the change on the Employees; and
  - (c) for the purposes of the discussion-provide, in writing, to the relevant Employees, and their representatives (if any) all relevant information about the changes including;
    - (i) their nature; and
    - (i) their expected effects on the Employees; and
    - (ii) any other matters likely to affect Employees.
  - (d) 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).
- 8.8 The Employer is not required to disclose confidential or commercially sensitive information if its disclosure would be contrary to the Employer's interests

8.9 The employer must give prompt and genuine consideration to matters raised about the change by the relevant Employees.

## 9. EMPLOYMENT RELATIONSHIP

9.1 An Employee may be engaged on a full time, part time or casual basis.

9.2 Full-time Employment

(a) A full time Employee is an Employee who is engaged to work an average of 37.5 Ordinary Hours of Work per week.

9.3 Part Time Employment

(a) A part time Employee is an Employee who is employed on a continuing basis but is engaged to work an average of less than 37.5 Ordinary Hours per week.

(b) A part time Employee shall not be rostered for periods of less than three (3) consecutive hours. In the event both Employee and Employer agree in writing, this may be reduced. This agreement must occur each time and cannot be a condition of employment.

(c) A part time Employee who agrees to work in excess of their contracted hours will be paid at the Ordinary Hourly Rate of Pay for up to 37.5 Ordinary Hours per week.

(d) At the time of engagement, the Employer and the Employee will agree in writing on a regular pattern of work, specifying at least the hours worked each day, which days of the week the Employee will work and the actual starting and finishing times each day.

(e) Changes in the agreed regular pattern of work may only be made by agreement in writing between the Employer and Employee. Changes in the days to be worked or in starting and/or finishing times (whether on-going or ad hoc) may also be made by agreement in writing.

(f) Where agreement cannot be reached, the Employer may change the days the Employee is to work by giving seven (7) days' notice in advance of the change in accordance with clause 11. Ordinary hours of work and rostering.

(g) A part-time Employee will receive pro-rata rates of pay and pro-rata conditions of employment based on the proportion of Ordinary Hours of Work that they are contracted to work.

(h) The Employer is relieved of the obligation to provide the full seven days' notice of change of the days an Employee is to work where an emergency outside of the employer's control causes the employer to make the change. In this clause, emergency means any situation or event that poses an imminent or severe risk to the persons at an education and care service premises, or a situation that requires the education and care service premises to be locked down.

(i) A part time employee may request for their contracted hours to be reviewed after 12 months of continuous service. Any decrease or increase of contracted hours will only take place after written mutual agreement has occurred between employee and employer.

9.4 Casual Employment

(a) A casual Employee means an Employee engaged with no guarantee of continual or additional employment.

(b) A casual Employee will be paid a minimum of two (2) hours pay for each engagement.

(c) By mutual agreement, in writing, this may be reduced to one (1) hour.

(d) This may be reduced further if the Employee requests, in writing, to leave early and the



employer agrees.

- (e) A casual Employee will be paid the Ordinary Hourly Rate of Pay as defined plus a loading of 25% for ordinary working hours.
- (f) If a period of engagement is cancelled by the Employer less than two (2) hours prior to the commencement of the service, the Employee will be paid half the period of engagement, up to a maximum of two (2) hours.
- (g) A casual Employee shall not receive any of the leave entitlements prescribed in this Agreement other than Long Service Leave provisions as per the *Long Service Leave Act 1958* (WA).

#### 9.5 Right to request Casual Conversation

- (a) In the event the Employee engaged by the employer as regular casual Employee, the Employee may request that their employment be converted to full or part time.
- (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.
- (c) A regular casual Employee who has worked equivalent full-time hours over the preceding period of 12 months' casual employment may request to have their employment converted to full-time employment.
- (d) A regular casual Employee who has worked less than equivalent full-time hours over the preceding period of 12 months' casual employment may request to have their employment converted to part-time employment consistent with the pattern of hours previously worked.
- (e) Any request under this subclause must be in writing and provided to the employer.
- (f) 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.
- (g) Reasonable grounds for refusal include:
  - (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.
  - (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.
- (h) For any ground of refusal to be reasonable, it must be based on facts which are known or reasonably foreseeable.
- (i) 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.

- (j) 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.
- (k) The conversion will take effect from the start of the next pay cycle following such agreement being reached unless otherwise agreed.
- (l) 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.
- (m) 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.
- (n) 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.
- (o) 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.

#### 9.6 Temporary Employees

- (a) A new Employee may be engaged for a specific period not exceeding twelve (12) months, except under exceptional circumstances and where agreed between the Employee and the Employer.

### 10. PROBATION

- 10.1 A new full time or part time Employee will be subject to a six (6) month probationary period. A performance review will be conducted during the probationary period. If a performance review is not conducted within two (2) weeks of the end of the probationary period, the Employee will be considered to have successfully completed the probationary period.
- 10.2 If a probationary Employee's performance is deemed to be not satisfactory, then the Employer may:
  - (a) Terminate the contract within the probationary period, in accordance with the Employer's policies and procedures on managing under-performance, disciplinary and dismissal procedures.
- 10.3 If the employment contract is terminated during the probation period, the Employee will be entitled to one (1) weeks' notice, or payment in lieu of notice.
- 10.4 The employer may pass an Employee earlier than six (6) months in the event the Employee is deemed as high performing.
- 10.5 The employer will not extend Employees probation period past six (6) months.

### 11. HOURS OF WORK

- 11.1 Ordinary hours per week will be arranged by the Employer to meet its needs but will not exceed:
  - (a) 37.5 hours in a week; or
  - (b) 75 hours in a fortnightly cycle.

- 11.2 The Ordinary Hours of Work per week shall be, Monday to Friday, in no more than eight consecutive hours. The span of hours may be worked between 6:00am and 6:30pm.
- 11.3 By agreement between the Employer and the Employee, an Employee may be rostered to work up to a maximum of 10 ordinary hours in any one day.
- 11.4 An employee will be entitled to 10 hours rest between the completion of work on one day and the commencement of work on the next.
- 11.5 This may be reduced to eight (8) hours upon agreement.
- 11.6 Such hours shall be worked continuously excluding meal breaks.
- 11.7 If an arrangement as per subclause 15.7 has been put in place, the Employee shall be entitled to a paid twenty (20) minute break away from children.
- 11.8 The Employer will agree on a Centre by Centre basis, for an Employee to work make up time, under which the Employee takes time off during ordinary hours and works these hours at a later time. This clause will only be used at the initiation of the Employee. Hours worked during make up time will not attract overtime or penalty rates.
- 11.9 Non-Contact Time:
- (a) An Employee planning and implementing a program, will be entitled to three (3) hours non-contact time per week or six (6) hours per fortnight. During non-contact time, an Employee will not be required to supervise children.
  - (b) Any Employee appointed as an Educational Leader will be entitled to a minimum of three (3) hours non-contact time per week or six (6) hours per fortnight. During non-contact time, an Employee will not be required to supervise children.
  - (c) An Employee planning and implementing the school readiness program shall be entitled to an additional one (1) hour of non-contact time per fortnight. During non-contact time, an Employee will not be required to supervise children.
- NOTE 1: Educational leader is defined in Regulation 118 of the Education and Care Services National Regulations.
- NOTE 2: The entitlements at clauses 11.9(a), 11.9(b) and 11.9(c) are cumulative.
- (d) Wherever possible non-contact time should be rostered in advance.

## **12. MEAL BREAK**

- 12.1 Where an Employee is required to attend a meeting after 6.00pm, the Employer will provide a meal.
- (a) A maximum of five (5) hours may be worked prior to a meal break.
- 12.2 An Employee is entitled to an unpaid meal break of not less than 30 minutes after working more than five (5) hours. If there is no relief during the meal break, or the Employee is required to attend a staff meeting, then this would be granted as a paid meal break.
- 12.3 An Employee who works a 7.5 hour shift or more is entitled to a tea break. A tea break shall be either a 1 x 20 minute break or 2 x 10 minute breaks, to be taken at a time agreed between the Employer and the Employee. Such tea breaks shall be counted as time worked, provided that Employees remain on the premises and may be called back if required for operational reasons.
- 12.4 Employees who work more than four (4) hours but less than 7.5 hours will be entitled to a tea break of 10 minutes. Such tea break shall be counted as time worked, provided that Employees remain on the premises and may be called back if required for operational reasons.
- 12.5 Where an Employee works more than five (5) hours and instructed by the Employer to work over

his/her meal break, all time in excess shall be paid at overtime rates as specified in Clause 13. - Authorised Overtime, until a meal break is taken.

- 12.6 Sub clause 15.5 shall not apply under circumstances described in subclause 15.7 and where the Employee is required to attend staff meetings or staff development training.
- 12.7 Only in the following circumstances, up to six hours may be worked prior to a meal break:
- (a) where there is an extraordinary circumstance in the staffing arrangements for the centre on a particular day; or
  - (b) where an Employee who is rostered for six (6) hours requests in writing that he/she work his/her hours without an unpaid break. This arrangement will not be a precondition of employment.

### **13. OVERTIME**

- 13.1 Overtime is defined as all authorised time worked outside the Ordinary Hours of Work prescribed in clauses 9. Overtime can only be worked with the prior approval of the Employer.
- 13.2 An Employee may work overtime without specific prior approval in emergency situations.
- 13.3 Unless otherwise agreed by the Employer and an Employee, overtime will be taken as time off in lieu in accordance with clause 13. Time off In Lieu.
- 13.4 If the Manager approves an overtime payment, the penalty rates shall be:
- (a) Monday to Saturday – time and half for the first two hours and double time thereafter
  - (b) Sunday- double time; or
  - (c) Public holidays – double time and a half.
- 13.5 The overtime rates for casual employees will be calculated by adding the casual loading to the above rates.

### **14. TIME OFF IN LIEU (TOIL)**

- 14.1 Time Off In Lieu (TOIL) is the preferred method to clear overtime.
- 14.2 TOIL must be cleared within three (3) months from the date of accrual. Any accrued TOIL which cannot be taken within the three (3) month period will be paid out at the overtime rate applicable at the time the overtime was worked.
- 14.3 While an Employee will generally have discretion in nominating when she/he takes TOIL, the Employer may direct an Employee to take time off in lieu at a certain time, such as during a period of low work activity.
- 14.4 On termination of employment, the Employer will pay out any unused TOIL to the Employee at the appropriate overtime rate at the rate of pay applying at the time the payment is made.
- 14.5 An employee may request in writing to cash out their TOIL balance and the employer cannot unreasonably refuse. If agreed, this will be paid out at the appropriate overtime rates in the next practicable pay run.

## 15. SHIFTWORK

- 15.1 Despite the provisions of clause 11 Employees may be employed as shift workers. A shift worker is an Employee who is rostered to work ordinary hours on a regular basis commencing between 5am and 6am or finishing after 6.30pm on Monday to Friday, or on weekends or on public holidays.
- 15.2 The ordinary hours inclusive of meal breaks for shift workers will not, without payment of overtime, exceed an average of 37.5 hours per week to be worked over a two-week cycle.
- 15.3 Employees working on a Saturday, Sunday or Public Holiday will receive a minimum payment of four (4) hours pay.
- 15.4 For the purpose of the National Employment Standards, a shift worker who regular works on Sundays and Public Holidays is entitled to one (1) week's additional leave for each year of continuous service.
- 15.5 Employees will be paid at a rate of the following as per the following table:

Shift	%
Early Morning	110
Afternoon	115
Night shift, rotating with day or afternoon	117.5
Night shift, non - rotating	130
Saturday	150
Sunday	200
Public holiday	250

### 15.6 Definitions

- (a) **Early morning** shift means any shift commencing at or after 5.00 am and before 6.00 am.
- (b) **Afternoon shift** means any shift finishing after 6.30 pm and at or before midnight.
- (c) **Night shift** means any shift finishing after midnight and at or before 8.00 am or any shift commencing at or before midnight and finishing before 5.00 am.
- (d) **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.
- (e) **Saturday** rate applies to a shift worker who works ordinary hours on a Saturday.
- (f) **Sunday** rate applies to a shift worker who works ordinary hours on a Sunday.
- (g) **Public holiday** rate applies to a shift worker who works ordinary hours on a public holiday.

## 16. CALCULATION OF PENALTIES

- 16.1 Where an Employee works at times which would entitle that Employee to payment of more than one of the penalties payable only the highest of any such penalty will be payable.

## 17. STAND DOWN

- 17.1 The Employer may stand down any Employee for any day or portion of a day upon which the Employee cannot be usefully employed because the Centre cannot open due to circumstances beyond its control such as fire or flood, and the Centre is consequently unable to gain revenue for the period.
- 17.2 The Employee shall not be paid for any time during which he or she is stood down under this clause,

however Employees shall have the option to use paid leave for such periods.

- 17.3 The Employer is not obliged to pay wages for any day on which a Play Leader cannot be usefully employed during designated semester breaks, pupil free days or the Christmas vacation, observed generally by government schools. Any such period of non-payment of wages shall not constitute a break in service for the purposes of this Agreement.

## **18. WAGES**

- 18.1 Wages will increase as per schedule A of this Agreement.

### **18.2 Junior Rates**

An Employee under the age of 21 years who is employed as an Educator, shall be paid a percentage of the rate applicable to an adult Employee. The percentages of the adult rate are outlined below:

<b>Age</b>	<b>Percentage of adult rate %</b>
At 18 years of age and under	80
At 19 years of age and under	90
At 20 years of age and under	100

- 18.3 Junior Employees employed under this agreement at level three (3), four (4), and five (5) will be paid the appropriate adult rate.
- 18.4 Registered Traineeships will be no less than award rates.

## **19. PAYMENT OF WAGES**

- 19.1 Wages will be paid fortnightly by electronic funds, transfer to a financial institution nominated by the Employee.
- 19.2 Where payment is not made to the Employee within the nominated time, the problem shall be rectified as soon as reasonably practicable by the usual payment method or a different method if agreed.
- 19.3 Where an Employee is paid for work not subsequently performed or is overpaid in any other manner, the Employer shall notify the Employee of the overpayment and consult with the Employee as to the appropriate recovery rate.
- 19.4 Payslips will:
- (a) be provided to Employees on each pay day, or as soon as possible thereafter; and
  - (b) comply with the FW Act and its regulations.
- 19.5 Subject to Clause 21.7, upon termination of employment, the Employer shall pay to the Employee all moneys earned by or payable to the Employee and monies will be deposited into their nominated bank account during the respective pay period, following the termination.

## **20. TIME AND WAGES RECORD**

- 20.1 Records concerning an Employee's employment with the Employer will be kept and maintained in accordance with the FW Act and its associated Regulations.

## **21. NO REDUCTION**

- 21.1 Nothing contained in this Agreement shall operate to reduce the wages/salary of any Employee who at the date of registration of this Agreement was being paid a higher rate of wage than the minimum



prescribed for their class of work.

## **22. POSITION CLASSIFICATION**

- 22.1 The Employer will determine the classification of new positions and consider applications from Employees to reclassify existing positions. Position classifications will be determined in accordance with the classification definitions in Schedule B of this Agreement.

## **23. SUPERANNUATION**

- 23.1 The Employer will contribute on behalf of the Employee in accordance with the requirements of the Superannuation Guarantee (Administration) Act 1992 (Cth) which may change from time to time.

## **24. ANNUAL WAGE INCREMENTS**

- 24.1 At the conclusion of each 12 months' service an Employee will be eligible for a wage increment (up to the maximum point in the wage range) subject to:
- (a) Satisfactory performance.
  - (b) An Employee may request a review to his/her Manager to accelerate an increment if the Employee has acquired significant or extensive skills to carry out their position.
  - (c) The Manager may recommend an acceleration of an Employee's increment, if the Employee has consistently carried out duties above their required wage level.
- 24.2 In the event a formal performance improvement plan has been implemented which demonstrates poor performance, the Employee's wage increase may be delayed up to a maximum of six (6) months.
- 24.3 The effective date for wage increments will be an Employee's anniversary date of appointment to, or promotion to a position; or any other time as deemed appropriate by the Employer.
- 24.4 A casual Employee who works more than 38 hours per fortnight, on average, across a 12-month period will be eligible for a pay increase subject to clause 24.
- 24.5 Where the Employer terminates an Employee's employment without notice in accordance with this Agreement, the Employer shall forward as soon as reasonably practicable, all moneys earned by or payable to such Employee.

## **25. SALARY PACKAGING**

- 25.1 The employer offers an Employee salary packaging scheme to all Employees. Participation is voluntary and any costs are borne by the Employee.
- 25.2 The terms and conditions of a salary packaging arrangement must not, when viewed objectively, be less favourable than the entitlements otherwise available under this Agreement.
- 25.3 Should the employer's fringe benefit tax (FBT) status change, the employer may withdraw or amend the salary packaging scheme by giving notice in writing to the Employees participating in the scheme.

## **26. EARLY LEARNING TEACHERS REGISTRATION FEE**

- 26.1 The Employer will reimburse qualified Teachers their annual registration fee who are appointed as the Early Childhood Teacher.
- 26.2 The Employee must have successfully passed their probation period to be eligible for this reimbursement.
- 26.3 Employees who exercise this entitlement are encouraged to seek their own independent taxation

advice.

#### **27. RESPONSIBLE PERSON ALLOWANCE**

- 27.1 For an Employee to be considered a reasonable person to be placed in day to day charge, the Employer must designate or appoint an eligible Employee and the Employee must accept this designation in writing.
- 27.2 In most circumstances the responsible person placed in day to day charge will be employed in a level five (5) or be in the position of Centre Manager and they will not receive this allowance.
- 27.3 Where an Employee is classified at a level four (4) or below by the Employer to be the responsible person on a temporary basis for a continuous period of three (3) hours or longer, the Employee will be paid a responsible person's allowance. The hourly allowance will be \$1.35 per hour.

#### **28. EDUCATIONAL LEADER ALLOWANCE**

- 28.1 The employer must designate or appoint an eligible Employee and the Employee must accept this designation in writing.
- 28.2 An Employee who is appointed to an Educational Leader position will receive an additional \$0.80 per hour for each hour worked in such position.
- 28.3 An educational leader allowance is defined as per Section 118 of the Education and Care Service National Regulations.

#### **29. FIRST AID TRAINING**

- 29.1 The Employer will pay for the cost of First Aid Certificates for full or part time Employee when they are required to be renewed.
- 29.2 The employer will decide which provider the Employee is to attend to renew their First Aid Certificate.
- 29.3 New Employees will be expected to commence their employment having already obtained their First Aid Certificate.
- 29.4 Employees must pass their probation period prior to being eligible for this entitlement.

#### **30. EMPLOYEE MEETINGS**

- 30.1 Any Employee meeting which is deemed compulsory by the Employer will be paid time at ordinary rates.
- 30.2 Meetings which are not compulsory for Employees to attend will not be on paid time.

#### **31. HIGHER DUTIES ALLOWANCE**

- 31.1 An Employee engaged in duties carrying a higher rate of pay than their ordinary classification for five (5) or more consecutive working days will be paid for the time so worked at higher rate provided.
- 31.2 For the purpose of this clause, the duties of an Employee will be determined by reference to this Agreement and the Employee's job description.
- 31.3 The above does not apply to level five (5).

## **32. MOTOR VEHICLE REIMBURSEMENT**

- 32.1 An Employee who is required to use their own vehicle for authorised work purposes will be paid a motor vehicle reimbursement at the rate defined by the Australian Taxation Office.
- 32.2 Employees who are directed by the Employer to temporary change location of work, may apply to get their milage reimbursed as per this clause. This only applies to the additional milage required to be driven compared to what the employee would normally undertake. This does not apply to permanent transfers.

## **33. ANNUAL LEAVE**

- 33.1 All Employees excluding Casuals will be entitled to Annual Leave as per this clause.
- 33.2 A full time Employee is entitled to four (4) weeks annual leave on full pay for each 12 months of continuous service.
- 33.3 Part time Employees are entitled to annual leave on a pro-rata basis based on the number of ordinary hours worked.
- 33.4 All Employees, except those whose role do not require regular direct contact with children (such as cook, cleaner, kitchen hand, administration Employees), shall be entitled to one (1) additional weeks of annual leave (pro rata), during each year of service performed pursuant to this Agreement.
- 33.5 A shift worker who regularly works on Sundays and public holidays is entitled to one (1) week's additional annual leave (pro rata) for each 12 months of continuous service
- 33.6 Annual leave is cumulative from year to year. Any unused annual leave at the time that the employment contract is terminated will be paid to the Employee, with leave loading where appropriate
- 33.7 Annual leave does not accrue on overtime hours.
- 33.8 Annual leave does not accrue on any period of unpaid leave.
- 33.9 Annual leave will be paid on the Employee's ordinary rate of pay as prescribed in this Agreement.
- 33.10 An Employee proceeding on annual leave will be paid a 17.5% loading on standard annual leave. Leave loading does not apply to additional one (1) week annual leave.
- 33.11 An application for annual leave must be submitted at least four (4) weeks prior to the first day of leave.
- 33.12 When a public holiday falls within an Employee's period of annual leave, on a day that the Employee would normally have worked, it will be counted as a public holiday and not as a day of annual leave.
- 33.13 While an Employee will generally have discretion in nominating when they take annual leave, the Employer may request that an Employee take annual leave at a certain time on reasonable business grounds.
- 33.14 An employee has an excessive leave accrual if the employee has accrued more than 8 weeks' paid annual leave (or 10 weeks' paid annual leave for a shift worker).
- 33.15 If an employee has an excessive leave accrual, the employer or the employee may seek to confer with the other and genuinely try to reach agreement on how to reduce or eliminate the excessive leave accrual.
- 33.16 If an employer has genuinely tried to reach agreement with an employee under but agreement is not reached (including because the employee refuses to confer), the employer may direct the employee in writing to take one or more periods of paid annual leave.

33.17 The direction for the employer is of no effect if:

- (a) It would result at any time in the employee's remaining accrued entitlement to paid annual leave being less than 6 weeks when any other paid annual leave arrangements are taken into account; and
- (b) must not require the employee to take any period of paid annual leave of less than one week; and
- (c) must not require the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the direction is given; and
- (d) must not be inconsistent with any leave arrangement agreed by the employer and employee.

33.18 An Employee who wishes to cash out their annual leave must apply in writing and MercyCare may, at its discretion, approve the request in writing. The written agreement between the Employee and MercyCare must:

- (a) state the amount of leave to be cashed out and the payment to be made to the Employee for it and the date on which the payment is to be made; and be signed by MercyCare and Employee and, if the Employee is under 18 years of age, by the Employee's parent or guardian.

33.19 The payment must not be less than the amount that would have been payable had the Employee taken the leave at the time the payment is made.

33.20 Employees must have a minimum balance of four (4) weeks of accrued leave remaining after any annual leave is cashed out.

33.21 The maximum amount of accrued paid annual leave that may be cashed out in any period of 12 months is two (2) weeks.

33.22 MercyCare shall keep a copy of any agreement to cash out annual leave as an Employee record.

#### **34. PURCHASING ANNUAL LEAVE**

34.1 Employees who are eligible to accrue the additional one (1) week annual leave per year may apply to purchase one (1) additional weeks leave.

34.2 These Employees need to meet the following requirements:

- (a) Successfully passed their probation period; and
- (b) An annual leave balance of less than six weeks at the time of application.

34.3 Employees are encouraged to seek independent financial, taxation and superannuation advice prior to applying.

34.4 Applications to purchase annual leave must be made in writing by the Employee and approved by the employer.

34.5 Approvals for an agreed period does not imply approval for any future periods. A new application must be submitted for approval for any subsequent 12-month period.

34.6 The Employer will save an electronic copy of the written approval on the Employee's personnel file.

34.7 Once approved the arrangement will commence from the earliest practicable pay period.

34.8 The starting date cannot be back dated and will be prospective only.

34.9 Purchased leave will credited, in full, once 75% of the balance has been paid.

34.10 Salary deductions, before tax, will be made over a 12-month period which will commence on the

first pay period as soon as practicably possible.

- 34.11 The amount to be deducted from wages will be determined and agreed upon in writing prior to commencement. This amount may change to reflect future wage increases.
- 34.12 If an Employee resigns, retires, or otherwise cease their employment, this arrangement will cease.
- 34.13 The total value will be calculated, and the portion not already taken as leave will be paid to the Employee in their final pay. The value will be the same as if they were to take the leave.
- 34.14 An Employee, in writing, may apply to withdraw from this arrangement early. This must be submitted to the employer for approval.
- 34.15 If approved, the arrangement will cease at the end of the next practicable pay period and the Employee will revert to their normal rate of pay at the beginning of the next practicable pay period.
- 34.16 The purchased leave that has been funded will be paid out in one lump sum at the next practicable pay period and taxed accordingly.

### **35. PUBLIC HOLIDAYS**

- 35.1 An Employee will be entitled to paid holidays on the following days, or days observed in lieu, provided that they fall on a day that the Employee would normally have worked:
- New Year's Day, Australia Day, Labour Day, Good Friday, Easter Monday, Anzac Day, Western Australia Day, Sovereign's Birthday, Christmas Day and Boxing Day.*
- 35.2 An Employee who is required to work on a Public Holiday will:
- (a) be paid at the rate of double time and a half on the ordinary rate of pay; or
  - (b) be paid at the rate of time and a half on the ordinary rate of pay and take time off in lieu on a time for time basis; or
  - (c) agree to take time off in lieu on a double time and a half basis in accordance with clause 17 -Time Off In Lieu.
- 35.3 An Employee may, for religious or cultural reasons, apply to the Employer to substitute another day for any prescribed public holiday
- 35.4 A part-time Employee shall be entitled to the benefits of this clause only where that Employee would normally have worked on the day or day observed in lieu of a public holiday prescribed by this clause

### **36. PERSONAL/CARER'S LEAVE**

- 36.1 For each continuous year of service with MercyCare, an Employee is will accrue 10 days (pro rata) of personal/carer's leave. In order to avoid any doubt, a full-time Employee would accrue 75 hours of personal/carer's leave for each continuous year of service.
- 36.2 The provision of this clause does not apply to Casual Employees.
- 36.3 An Employee may access paid personal/carer's leave in the following circumstances:
- (a) Where an Employee is unable to attend or remain at their place of employment during ordinary hours of work due to personal illness or injury; or
  - (b) Where an Employee is required to provide care or support to an Employee's immediate family, or member of the Employee's household, who required care or support due to:
    - (i) A personal illness or injury affecting the member; or
    - (ii) An unexpected emergency affecting the member.
- 36.4 Personal/Carers leave will be paid at the ordinary rate of pay.

36.5 Personal/Carers leave accrues progressively during a year of service according to the Employee's ordinary hours of work and accumulates from year to year.

36.6 Unused Personal/Carers leave will not be paid out on termination of employment.

36.7 The provisions of this subclause with respect to payment do not apply to illness or injury for which Employees are entitled to payment under the Workers' Compensation and Injury Management Act 1981(WA).

36.8 Employees are required to provide evidence in the following circumstances:

(a) An Employee shall not be entitled to paid personal/carer's leave for any absence of two (2) or more consecutive days unless the Employee provides the Employer with written evidence for the absence satisfactory to the Employer.

(b) Where an Employee has had four (4) absences on paid personal/carer's leave within an anniversary year and where a consistent pattern can be identified, the Manager or delegate may seek a meeting with the Employee in the first instance to investigate. The Employer may then request in writing, for a negotiated period between the Employer and the Employee that any further absences be accompanied by a medical certificate.

(c) For the purposes of this clause, "written evidence" means a certificate from a registered health practitioner or other documentation that would satisfy a reasonable person.

36.9 Unpaid Personal/Carer's Leave

(a) Where an Employee has exhausted all paid personal/carer's leave entitlements, or in the case of a casual Employee, he or she is entitled to take unpaid leave for the purpose of personal illness or injury or to care for members of the Employee's immediate family or household who are sick and require care or support or who require care due to an unexpected emergency.

(b) The Employee is entitled to take up to two (2) days per occasion, provided that notice and evidence requirements are met.

(c) The Employer must not fail to re-engage a casual Employee who accesses the entitlement provided in this clause. The rights of the Employer to engage or not to engage a casual Employee are otherwise not affected.

36.10 Transmission of Business

Where a business has been transmitted from the Employer to another entity and the Employee's service has been deemed continuous in accordance with the provisions of the *Long Service Leave Act 1958 (WA)*, the paid personal leave due to personal injury or sickness standing to the credit of the Employee at the date of transmission from service with the transmitter shall stand to the credit of the Employee at the commencement of service with the transmittee and may be claimed in accordance with the provisions of this clause.

## **37. COMPASSIONATE LEAVE**

37.1 An Employee, except casual Employees, shall be entitled to up to four (4) days paid compassionate leave on each occasion where either a member of the Employee's immediate family or household dies, or suffers a life-threatening illness or injury. Additionally, Aboriginal or Torres Strait Islander kinship rules apply.

37.2 An Employee is also entitled to this leave type should a child be a stillborn where the child would have been a member of the Employee's immediate family, or member of the Employee's household, if the child had been born alive.



- 37.3 Compassionate leave is not cumulative.
- 37.4 An Employee will be entitled to a further 2 days unpaid compassionate leave and may take further unpaid leave by agreement with the Employer.
- 37.5 The Employee must give the Employer notice of the taking of leave as soon as practicable, and must advise the employer of the period, or expected period, of the leave.
- 37.6 The Employer may require the Employee to provide written evidence that the leave is taken for the purpose described.
- 37.7 Payment made under this clause is at the Employee's ordinary rate of pay only. Provided that payment under this clause is to be made only where the Employee otherwise would have been on duty and will not be granted in any case where the Employee concerned would have been off duty in accordance with her or his roster, or on long service leave, annual leave, personal leave, workers' compensation, leave without pay or on a public holiday
- 37.8 Employees requiring more than four (4) days compassionate leave in order to travel overseas or interstate in the event of death of a member of an Employee's immediate family may, with the Employer's agreement and upon providing adequate proof, in addition to any compassionate leave to which the Employee is eligible, have immediate access to annual leave and/or accrued long service leave in weekly multiples and/or leave without pay provided all accrued leave is exhausted.
- 37.9 A casual Employee may also access compassionate leave under this clause; however, such leave will be unpaid leave.

### **38. FAMILY AND DOMESTIC VIOLENCE LEAVE**

- 38.1 An Employee is entitled to five (5) days of paid family domestic violence leave in a 12-month period.
- 38.2 An Employee may take paid family and domestic violence leave if:
- (a) The Employee is experiencing family and domestic violence; and
  - (b) The Employee needs to do something to deal with the impact of the family and domestic violence; and
  - (c) It is impractical for the Employee to do that thing outside of Employee's ordinary hours of work.
- 38.3 Family and Domestic Violence is violent, threatening or other abusive behaviour by a close relative of an Employee that:
- (a) Seeks to coerce or control the Employee; and
  - (b) Causes the Employee harm or to be fearful.
- 38.4 A close relative of the Employee is a person who:
- (a) Is member of the Employees immediate family as defined in clause 2; or
  - (b) Is related to the Employee according to Aboriginal or Torres Strait Islander kinship rules.
- 38.5 The Employee may take paid family and domestic violence leave as:
- (a) A single continuous five (5) day period; or
  - (b) Any separate periods to which the Employee and the employer agree.
- 38.6 The employer may request evidence that would satisfy a reasonable person for the Employee to be entitled to this leave type.
- 38.7 This entitlement does not accumulate from year to year.

38.8 This entitlement does not remove the ability for Employees to apply for unpaid family and domestic violence leave as per the national employment standards.

38.9 Full Time, Part Time and Casual Employees are entitled to this leave type.

### **39. SPECIAL LEAVE**

39.1 The Employer recognise that an Employee may need to take some time off work to address some unplanned, unexpected situations that requires the Employee's immediate attention, and this does not fit within any other category. The Employee can apply on one occasion, for a maximum of one day's paid special leave per anniversary year.

39.2 The leave entitlement does not accrue, is pro-rata for part time Employees and does not apply to casual Employees.

### **40. LONG SERVICE LEAVE**

40.1 Long Service Leave will be paid or taken in accordance with the provisions of the *Long Service Leave Act 1958* (V\JA), except where varied by this clause.

40.2 An Employee, who has completed at ten (10) year's continuous service with the Employer, will be entitled to thirteen (13) weeks paid long service leave.

40.3 An Employee can access up to a total of four (4) weeks of their long service leave accrual, during the period in their eighth (8<sup>th</sup>), ninth (9<sup>th</sup>) and tenth (10<sup>th</sup>) year of completed service.

40.4 For each seven (7) years completed service, after the initial 10 years' service, an Employee will be entitled to 9 1/10 weeks leave.

40.5 An Employee is expected to take long service leave within three (3) years of the date that it is credited. If not cleared within three (3) years, the Employee will be required to submit a plan to clear the leave within an agreed time frame. An Employee may apply to the Employer to defer the taking of long service leave for a special purpose. An Employee may request that unused long service leave be paid out.

40.6 An Employee who leaves the Employer after seven (7) or more years' continuous service will be entitled to a termination payment of pro rata long service leave for accrued leave calculated on completed years of service.

40.7 If a public holiday occurs during a period of long service leave and the Employee is otherwise entitled to be paid that public holiday, the day is paid as a public holiday and not a day of long service leave.

### **41. PARENTAL LEAVE**

41.1 An Employee is entitled to parental leave in accordance with the National Employment Standards.

41.2 Parental leave is associated with the birth of a child to the Employee, or the Employee's spouse or de facto partner, or the placement of a child under 16 with the Employee for adoption.

41.3 To be eligible for parental leave, a full-time or part-time Employee must have completed at least 12 months' continuous service with the employer. A casual Employee is not entitled to paid parental leave.

41.4 The parental leave entitlement for the primary caregiver is:

(a) Up to 12 months' unpaid parental leave as provided for in the NES

(b) Government paid parental leave through the national Paid Parental Leave, paid at the national minimum wage if the eligibility criteria is satisfied; and

(c) Six (6) weeks paid parental leave funded by the employer at the Employee's ordinary rate

of pay, and to be taken as six (6) consecutive weeks' leave.

41.5 The employer paid parental leave is subject to the following provisions:

- (a) The rate of pay for parental leave shall be based on the Employee's ordinary rate of wage at the time of proceeding on leave;
- (b) The Employee may request payment of six (6) weeks on full pay or 12 weeks on half pay; and
- (c) Paid parental leave shall apply from the time of commencement of the period of parental leave.

41.6 The government paid parental leave scheme provides for up to two (2) weeks' dad and partner pay, paid at the national minimum wage, if the eligibility criteria is satisfied.

41.7 The National Employment Standard on parental leave includes provisions on:

- (a) Unpaid parental leave
- (b) Working within six (6) weeks of a birth
- (c) Notice and evidence requirements
- (d) When there is a stillborn or infant death
- (e) Unpaid special maternity leave
- (f) Transfer to a safe job or 'no safe job leave'
- (g) Return to work guarantee
- (h) Keeping in touch days
- (i) Unpaid pre-adoption leave

41.8 An Employee entitled to parental leave may make a request to the employer to return from a period of parental leave on a part-time basis until the child reaches school age. Such a request must be made no less than seven (7) weeks prior to the date that the Employee was due to return to work.

## **42. CEREMONIAL LEAVE**

42.1 An Employee who is legitimately required by their cultural tradition to be absent from work for ceremonial purposes may apply to the Employer for up to 10 days unpaid ceremonial leave in any one year.

## **43. COMMUNITY SERVICE LEAVE**

43.1 An Employee is entitled to community service leave in accordance with the National Employment Standards.

43.2 An Employee who is required to serve on a jury during his/her ordinary working hours shall, on presentation to the Employer of the summons to serve, be granted leave of absence for the period of the jury duty, and will continue to be paid as if having worked their ordinary hours.

43.3 Upon completion of the jury duty the Employee shall obtain from the Courts the appropriate documentation to enable the Employer to claim reimbursement of jury attendance fees.

43.4 Employees are entitled to retain any monies received by way of travel allowances or other incidental expenses but any other monies/fees must be paid to the Employer.

43.5 Should an Employee not be selected on any day for jury duty he/she shall report for work as soon as practicable, if that day falls on a day that they would normally be rostered to work.

#### 44. PERFORMANCE AND DEVELOPMENT

##### 44.1 Performance Review

An Employee's performance will be reviewed annually on the anniversary of his/her appointment or promotion, or at any other time requested by the Employee or the Employer.

##### 44.2 Professional Development

- (a) The Employer will provide the Employees with opportunities to gain and update skills through on-the-job training, professional development and external training, to increase career opportunities, within the organisation.
- (b) An Employee may, with approval from the Manager, attend relevant conferences, seminars or other training during ordinary working hours. The Employer may agree to pay part or all of the registration, travel and accommodation costs for an Employee to attend an approved conference, seminar or training course. Any interstate travel requires the authorisation of the Executive Director.
- (c) To approve an Employee's application to attend training during working hours, the Manager must authorise that:
  - (i) it is relevant to the Employee's current position or potential career path within the organisation;
  - (ii) It is consistent with agreed performance and development goals; and funds are available to meet the training costs.
- (d) An Employee will be provided with two (2) training sessions per year, up to two (2) hours per session. The time taken to attend training sessions will be paid at ordinary rate including any training held outside of the normal working hours. If an Employee is required to attend training for the purpose of meeting legislative and regulatory requirements, providing this training has been approved by the Manager or delegate, the Employer may fund the training.

##### 44.3 Study Leave

- (a) After 12 months service, subject to paragraph (b) of this sub-clause, a full time Employee may apply for up to four (4) hours paid study leave a week to study for a diploma, graduate or post graduate qualification conducted by a university, TAFE College, professional association or other recognised training provider.
- (b) To be eligible for paid study leave in accordance with this sub-clause, an Employee must engage in an accredited course of study which in the Employer's view:
  - (i) is relevant to the duties being or likely to be performed by the Employee;
  - (ii) is relevant to the current and emerging business needs of the organisation;or
  - (iii) enhances the career development of the Employee.

The Employer may grant leave with pay provided that the classes, lectures or tutorials fall within the parameters of the Employee's normal working hours.

- (c) Paid study leave is provided for formal study periods only (i.e. at the college/university) and the Employee shall undertake at least 50% of formal contact study in his/her own time.
- (d) The Employee is required to provide evidence to the Employer of attendance and satisfactory progress with his/her studies.

- (e) Approval of any study leave is entirely at the Employer's discretion. Generally, a request for study leave will not be approved if:
  - (i) it incurs additional staffing costs; or
  - (ii) it conflicts with staff meetings or other activities.
- (f) Part time Employees are entitled to study leave on a pro rata basis. Casual Employees are not entitled to study leave.

**45. RESIGNATION AND TERMINATION**

45.1 There are four (4) ways that an Employee may leave the Employer and terminate their employment contract

- resign;
- retire;
- be dismissed for poor performance or misconduct; or
- be made redundant.

45.2 An Employee who wishes to resign from the Employer, must give the following period of notice in writing.

Years of service	Weeks' notice
Not more than 1 year	1
More than 1 year but not more than 3 years	2
More than 3 years but not more than 5 years	3
More than 5 years	4

45.3 To terminate a contact of employment for poor performance or misconduct, the Employer shall follow the Disciplinary and Dismissal Policy and Procedure.

45.4 Final pay for all types of termination will occur in the next practicable pay run.

45.5 The employer may deduct an amount that is no more than one (1) week’s wage should the Employee not provide the relevant notice period under this clause.

45.6 When terminating a contract of employment, the Employer will provide an Employee with the required period of notice as prescribed in subclause 45.2 in writing or payment in lieu of notice. An Employee over 45 years of age with two (2) or more years' service will be entitled to an additional one (1) week notice if the Employer terminates the contract.

45.7 On request, from an Employee leaving the Employer, the Employer will provide the Employee with a Statement of Service.

45.8 An Employee whose contract is terminated for serious misconduct will be dismissed without notice.

45.9 Notwithstanding subclause 45.2, the following provisions apply:

**Casual Employee** - Any party wishing to terminate the contract of employment of a casual Employee must provide one (1) hour notice or pay or forfeit (as the case may be) one (1) hour pay.

**Probationary Employee** - Any party wishing to terminate the contract of employment of a probationary Employee, must provide one (1) weeks' notice of pay or forfeit (as the case may be) one (1) weeks' pay.

**Temporary Employee** - Any party wishing to terminate the contract of employment of a

temporary Employee engaged for a period of less than twelve (12) months, must provide one (1) weeks' notice or pay or forfeit (as the case may be) one (1) weeks' pay.

#### 46. REDUNDANCY

46.1 Definitions for the purpose of this clause:

- (a) "**Redundancy**" occurs where the employer has made a definite decision that the employer no longer wishes the job of the Employee has been doing done by anyone and that decision leads to the termination of employment of the Employee, except where this is due to the ordinary and customary turnover of labour; or because of the insolvency or bankruptcy of the employer.
- (b) "**Transmission**" includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and transmitted has a corresponding meaning.
- (c) "**Business**" includes trade, process, business or occupation and includes part of any such business.
- (d) "**Week's pay**" means the ordinary time rate of pay for the Employee concerned, excluding overtime, penalty rates, allowances, special rates, bonuses, and any other ancillary payments of a like nature.

46.2 The Employer will endeavour to offer a redundant Employee suitable alternative employment, either within or outside the Organisation.

46.3 Severance Pay

- (a) In addition to the period of notice prescribed in clause 45.2 for ordinary termination, an Employee whose employment is terminated on the ground of redundancy will be entitled to the following amount of redundancy pay in respect of a continuous period of service.
- (b) An Employee whose employment is terminated by reason of redundancy is entitled to the following amount of severance pay in respect of a period of continuous service:

<b>Years of service</b>	<b>Redundancy pay (weeks)</b>
Less than 1 year	Nil
1 year and less than 2 years	4
2 years and less than 3 years	6
3 years and less than 4 years	7
4 years and less than 5 years	8
5 years and less than 6 years	10
6 years and less than 7 years	11
7 years and less than 8 years	13
8 years and less than 9 years	14
9 years and less than 10 years	16
10 years and over	17

46.4 An Employee, who has been made redundant, may take one (1) day off work per week during the notice period without loss of pay to seek other employment. This is to be taken at a mutually convenient time. A part time Employee is entitled to take this time off on a pro rata basis.

46.5 Notwithstanding the foregoing provisions, trainees who are engaged for a specific period of time shall, once the Traineeship is completed and provided that the trainee services are retained, have



all service including the training period counted in determining entitlements. In the event that a trainee is terminated at the end of his or her traineeship and is re-engaged by the Employer within six months of such termination, the period of traineeship shall be counted as service in determining any future redundancy entitlements.

- 46.6 This clause does not apply to a casual Employee or an Employee whose contract of employment is terminated without notice for serious misconduct.

**47. SCHEDULE A – WAGE SCHEDULE**

LEVEL	2.5% Increase effective positive yes vote		2.5% Increase effective FFPP July 2022		2.5% Increase effective FFPP July 2023		2.75% Increase effective FFPP July 2024	
	Weekly Rate	Hourly Rate	Weekly Rate	Hourly Rate	Weekly Rate	Hourly Rate	Weekly Rate	Hourly Rate
<b>Child Care Support (Kitchen Hand, Cleaner)</b>								
1.1	\$840.38	\$22.41	\$861.38	\$22.97	\$882.92	\$23.54	\$907.20	\$24.19
<b>Child Care Support (Food Coordinator/Gardener)</b>								
1.2	\$858.75	\$22.90	\$880.22	\$23.47	\$902.22	\$24.06	\$927.04	\$24.72
<b>Child Care Support (Qualified Food Coordinator)</b>								
1.3	\$909.82	\$24.26	\$932.56	\$24.87	\$955.88	\$25.49	\$982.16	\$26.19
<b>Child Care Support (Administration Officer)</b>								
1.4	\$910.13	\$24.27	\$932.88	\$24.88	\$956.20	\$25.50	\$982.50	\$26.20
<b>Child Care Support (Senior Administration Officer)</b>								
1.5	\$997.50	\$26.60	\$1,022.44	\$27.27	\$1,048.00	\$27.95	\$1,076.82	\$28.72
<b>Unqualified Assistant Educator</b>								
2.1	\$830.25	\$22.14	\$851.01	\$22.69	\$872.28	\$23.26	\$896.27	\$23.90
2.2	\$858.38	\$22.89	\$879.83	\$23.46	\$901.83	\$24.05	\$926.63	\$24.71
2.3	\$858.38	\$22.89	\$879.83	\$23.46	\$901.83	\$24.05	\$926.63	\$24.71
2.4	\$872.25	\$23.26	\$894.06	\$23.84	\$916.41	\$24.44	\$941.61	\$25.11
<b>Assistant Educator (Cert III)</b>								
3.1	\$910.50	\$24.28	\$933.26	\$24.89	\$956.59	\$25.51	\$982.90	\$26.21
3.2	\$943.50	\$25.16	\$967.09	\$25.79	\$991.26	\$26.43	\$1,018.52	\$27.16
3.3	\$975.38	\$26.01	\$999.76	\$26.66	\$1,024.75	\$27.33	\$1,052.93	\$28.08
<b>Educator (Diploma)</b>								
3.4	\$1,076.63	\$28.71	\$1,103.54	\$29.43	\$1,131.13	\$30.16	\$1,162.24	\$30.99
3.5	\$1,081.88	\$28.85	\$1,108.92	\$29.57	\$1,136.64	\$30.31	\$1,167.90	\$31.14

LEVEL	2.5% Increase effective positive yes vote		2.5% Increase effective FFPP July 2022		2.5% Increase effective FFPP July 2023		2.75% Increase effective FFPP July 2024	
	Weekly Rate	Hourly Rate	Weekly Rate	Hourly Rate	Weekly Rate	Hourly Rate	Weekly Rate	Hourly Rate
<b>Room Leader (Diploma)</b>								
4.1	\$1,086.75	\$28.98	\$1,113.92	\$29.70	\$1,141.77	\$30.45	\$1,173.17	\$31.28
4.2	\$1,093.88	\$29.17	\$1,121.22	\$29.90	\$1,149.25	\$30.65	\$1,180.86	\$31.49
4.3	\$1,112.63	\$29.67	\$1,140.44	\$30.41	\$1,168.95	\$31.17	\$1,201.10	\$32.03
4.4	\$1,141.50	\$30.44	\$1,170.04	\$31.20	\$1,199.29	\$31.98	\$1,232.27	\$32.86
4.5	\$1,170.38	\$31.21	\$1,199.63	\$31.99	\$1,229.63	\$32.79	\$1,263.44	\$33.69
4.6	\$1,198.88	\$31.97	\$1,228.85	\$32.77	\$1,259.57	\$33.59	\$1,294.21	\$34.51
<b>Assistant Coordinator (Level 5)</b>								
5.1	\$1,287.00	\$34.32	\$1,319.18	\$35.18	\$1,352.15	\$36.06	\$1,385.96	\$36.96
5.2	\$1,314.00	\$35.04	\$1,346.85	\$35.92	\$1,380.52	\$36.81	\$1,415.03	\$37.73
5.3	\$1,341.38	\$35.77	\$1,374.91	\$36.66	\$1,409.28	\$37.58	\$1,444.51	\$38.52

LEVEL	Rates effective positive yes vote		2.5% Increase effective FFPP July 2022		2.5% Increase effective FFPP July 2023		2.75% Increase effective FFPP July 2024	
	Weekly Rate	Hourly Rate	Weekly Rate	Hourly Rate	Weekly Rate	Hourly Rate	Weekly Rate	Hourly Rate
<b>Early Childhood Teacher (Level 7)</b>								
7.1	\$1,225.88	\$32.69	\$1,256.52	\$33.51	\$1,287.93	\$34.34	\$1,323.35	\$35.29
7.2	\$1,348.88	\$35.97	\$1,382.60	\$36.87	\$1,417.16	\$37.79	\$1,456.13	\$38.83
7.3	\$1,477.50	\$39.40	\$1,514.44	\$40.39	\$1,552.30	\$41.39	\$1,594.99	\$42.53
7.4	\$1,603.88	\$42.77	\$1,643.97	\$43.84	\$1,685.07	\$44.94	\$1,731.41	\$46.17
7.5	\$1,725.00	\$46.00	\$1,768.13	\$47.15	\$1,812.33	\$48.33	\$1,862.17	\$49.66

48. SCHEDULE B – CLASSIFICATION DEFINITIONS

Child Care Support - Level 1		
Level	Definition	Skill Descriptors
1.1	An untrained ancillary employee employed to undertake cleaning or kitchen hand duties.	<ul style="list-style-type: none"> <li>• Responsible for the quality of the employee’s own work subject to direct supervision;</li> <li>• Works under direct supervision either individually or in a team environment;</li> <li>• Exercises discretion within the level of the Employee’s skills in the performance of tasks;</li> <li>• Undertake and implements the requirements of the National Accreditation Standards;</li> <li>• Work in accordance with Food Safety Standards;</li> <li>• Contribute to team approach;</li> <li>• Seek to further professional development;</li> <li>• Uphold the Employer’s Missions and Values;</li> <li>• Participate in appropriate administrative processes;</li> <li>• Contribute to maintenance and care of buildings and equipment; and</li> <li>• Implement Employer’s policies and procedures.</li> </ul>
1.2	An untrained ancillary employee employed to undertake cooking or gardening duties	<ul style="list-style-type: none"> <li>• Works under routine supervision either individually or in a team environment;</li> <li>• Responsible for assuring the quality of the employee’s own work subject to routine supervision;</li> <li>• Exercise discretion during the course of his/her own work;</li> <li>• Undertake and implements the requirements of the National Accreditation Standards;</li> <li>• Work in accordance with Food Safety Standards;</li> <li>• Contribute to team approach;</li> <li>• Seek to further professional development;</li> <li>• Uphold the Employer’s Missions and Values;</li> <li>• Participate in appropriate administrative processes;</li> <li>• Contribute to maintenance and care of buildings and equipment; and</li> <li>• Implement Centre policies and procedures.</li> </ul>
1.3	Certificate III employee employed to undertake cooking	<ul style="list-style-type: none"> <li>• Same duties as level 1.2 undertaking cooking and holds relevant Certificate III.</li> </ul>

1.4	Administration Officer	<ul style="list-style-type: none"> <li>• Is appointed as an Administration Officer; and</li> <li>• Completes administration duties for the Centre as required.</li> </ul>
1.5	Senior Administration Officer	<ul style="list-style-type: none"> <li>• Same duties as level 1.4 with a high level of autonomy.</li> <li>• Holds Certificate III in Business Administration or similar.</li> <li>• Appointment at this level is at the employer's discretion only.</li> </ul>
<b>Assistant Educator – Level 2</b>		
<b>Level</b>	<b>Definition</b>	<b>Skill Descriptors</b>
2.1 - 2.4	<p>Assistant Educator</p> <p>An employee at this level shall be an Educator working under routine supervision, engaged to assist in the supervision and care of children and generally to assist in the functioning of the Centre.</p>	<p>Responsibilities of an employee at this level <i>may</i> include the following:</p> <ul style="list-style-type: none"> <li>• Maintain a clean, hygienic environment.</li> <li>• Maintain and attend to personal hygiene of children.</li> <li>• Maintain and attend to their own personal hygiene.</li> <li>• Attend to nutritional needs of children.</li> <li>• Respond to child's apparent ill-health.</li> <li>• Respond to an accident, emergency or threat.</li> <li>• Implement routines which enhance well-being.</li> <li>• Interact positively and appropriately with children.</li> <li>• Undertake and implements the requirements of the National Accreditation Standards.</li> <li>• Work in accordance with Food Safety Standards.</li> <li>• Assist to prepare an environment based on programme requirements.</li> <li>• Assist in the implementation of programmes.</li> <li>• Contribute to team approach.</li> <li>• Seek to further professional development.</li> <li>• Liaise effectively with parents.</li> <li>• Uphold the Employer's Missions and Values.</li> <li>• Participate in appropriate administrative processes.</li> <li>• Contribute to maintenance and care of buildings and equipment; and</li> <li>• Implement the Employer's policies and procedures</li> </ul>
<b>Assistant Educator Level 3 - Certificate III</b>		
<b>Level</b>	<b>Definition</b>	<b>Skill Descriptors</b>
3.1 – 3.3	<p>An employee at this level shall be an Educator who meets the following criteria:</p> <ul style="list-style-type: none"> <li>• AQF Certificate III in Children's Service or an</li> </ul>	<p>Responsibilities of an employee at this level <i>may</i> include the following:</p> <p>An employee appointed at this level will undertake the same duties and perform the same tasks as an Educator (Level 2) employee, and will undertake the following additional indicative</p>

	equivalent qualification.	duties: <ul style="list-style-type: none"> <li>• Assist in the preparation, implementation and evaluation of developmentally appropriate programs for individual children or groups; and</li> <li>• Responsible for recording observations of individual children or groups for program planning purposes for qualified staff.</li> </ul>
<b>Educator Level 3 - Diploma</b>		
<b>Level</b>	<b>Definition</b>	<b>Skill Descriptors</b>
3.4 - 3.5	<ul style="list-style-type: none"> <li>• An employee at this level who holds a relevant AQF Diploma or equivalent and who exercises skills and competencies beyond those required for AQF Certificate III in the ongoing performance of their work must be paid no less than the rate prescribed for pay Level 3.5.</li> <li>• An employee at this level who has completed an AQF Diploma in Children's Services or equivalent, and who applies 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 pay Level 3.5.</li> </ul>	<p>Duties are per Educator (Level 3) Certificate III.</p> <p>In addition to the above, will relieve in the absence of the Qualified Educator at the relevant Centre and therefore will undertake duties of the Qualified Educator.</p>
<b>Room Leader Level 4 - Diploma</b>		
<b>Level</b>	<b>Definition</b>	<b>Skill Descriptors</b>
4.1 – 4.6	<p>An employee at this level shall possess:</p> <ul style="list-style-type: none"> <li>• Diploma in Children's Services or equivalent as recognised by Licensing Authorities and is appointed as the person in charge of a group of children in the age range from birth up to 12 years.</li> </ul> <p>An Employee appointed at</p>	<ul style="list-style-type: none"> <li>• Responsible, in consultation with the Centre Manager or the Assistant Manager for the preparation, implementation and evaluation of a developmentally appropriate program for individual children or groups of children in care;</li> <li>• Responsible for the direction and general supervision of other employees up to Educator (Level 3);</li> <li>• Responsible to the Centre Manager or Assistant Manager for the supervision of students on placement;</li> <li>• Ensure that records are maintained accurately for each child in their care;</li> </ul>

	<p>this level will take on the same duties and perform the same tasks as a Educator (Level 3) and undertake some additional indicative duties.</p>	<ul style="list-style-type: none"> <li>• Develop, implement and evaluate daily care routines;</li> <li>• Ensure the centre or service's policies and procedures are adhered to; and</li> <li>• Administer children's medication, in accordance with the Centre's Policies and Procedures (<i>Health &amp; Safety – Medication Policy</i>)</li> </ul>
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#### Assistant Manager - Level 5

Level	Definition	Skill Descriptors
5.1 – 5.3	<p>An employee at this level shall possess:</p> <ul style="list-style-type: none"> <li>• AQF Certificate 4 – Diploma in Children's Service or an equivalent qualification; and/or is appointed as an Assistant Manager.</li> <li>• Supervisor Certificates in accordance with the Education and Care Services National Law (WA) Act 2012</li> </ul>	<p>An Assistant Manager appointed at this level will take on the same duties and perform the same tasks as a Qualified Educator (Level 4) and be responsible for the following additional indicative duties:</p> <ul style="list-style-type: none"> <li>• Assist the Centre Manager in operations including Occupational Health and Safety, program planning, staff training;</li> <li>• In the absence of the Centre Manager, coordinate and direct the activities of employees engaged in the implementation and evaluation of developmentally appropriate programs;</li> <li>• In the absence of the Centre Manager, take responsibility for the day-to-day management of the Centre or service and for management and compliance with licensing and all statutory and National Accreditation Standards issues, and</li> <li>• Contribute, through the Centre Manager to the development of the Centre or Service's Policies;</li> <li>• Generally, supervise all Employees within the Centre or Service.</li> <li>• Be prepared to take on the role of or designated as the <b>responsible person</b> in accordance with the <i>Education and Care Services National Law (WA) Act 2012</i> – be it as <b>Nominated Supervisor</b> (in the absence of the Centre Manager) or as <b>Responsible Person</b> of the Centre</li> </ul>

An Assistant Manager who holds an Advanced Diploma (AQF 6) shall not be paid less than Assistant Manager Level 5.3.

#### Early Childhood Teachers - Level 7

Level	Definition/Descriptors
7.1	Graduate teacher with provisional or conditional accreditation where applicable
7.2	Teacher with proficient accreditation or equivalent
7.3	Teacher with proficient accreditation after three years' satisfactory service at level 2
7.4	This level is by appointment only
7.5	This level is by appointment only