



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

UOW Pulse Ltd.
(AG2022/898)

PULSE CHILDREN'S SERVICES AGREEMENT 2022

Educational services

DEPUTY PRESIDENT SAUNDERS

NEWCASTLE, 1 APRIL 2022

Application for the approval of the Pulse Children's Services Agreement 2022

[1] An application has been made for approval of an enterprise agreement known as the *Pulse Children's Services Agreement 2022 (Agreement)*. The application was made pursuant to section 185 of the *Fair Work Act 2009 (Act)*. The Agreement is a single enterprise agreement.

[2] I am satisfied that each of the requirements of sections 186, 187 and 188 as are relevant to this application for approval have been met.

[3] The United Workers' Union and the Independent Education Union of Australia, each being a bargaining representative for the Agreement, have each given notice under section 183 of the Act that it wants the Agreement to cover the organisation. In accordance with subsection 201(2) of the Act, I note that the Agreement covers each organisation.

[4] The Agreement is approved and, in accordance with section 54 of the Act, will operate from 8 April 2022. The nominal expiry date of the Agreement is 1 April 2026.



DEPUTY PRESIDENT

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UOW Pulse Children's Services Agreement 2022



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Part 1 – Coverage & Operation

1 Title

This Agreement shall be known as the Pulse Children’s Services Agreement 2022.

2 Commencement & Duration

This Agreement shall operate seven (7) days from the date of approval by the Fair Work Commission and shall expire four (4) years from the date of approval.

Pulse agree to commence re-negotiation of this agreement, no later than five (5) months prior to its expiry date above.

3 Relationship & Other Awards

- 3.1 This Agreement is not intended to exclude any part of the NES or to provide any entitlement which is detrimental to an employee’s entitlement under the NES. For the avoidance of doubt, the NES prevails to the extent that any aspect of this Agreement would otherwise be detrimental to an employee.
- 3.2 This Agreement and the NES contain the minimum conditions of employment for employees covered by the agreement.
- 3.3 This is a comprehensive Agreement and will not be read in conjunction with any industrial agreement, industrial award or modern award except as expressly provided for within this Agreement.
- 3.4 No extra claims will be made by UOW Pulse or the employees during the term of this Agreement.

4 Parties Bound

- 4.1 The parties to this Agreement are:
 - a. UOW Pulse Ltd
 - b. United Workers Union
 - c. Independent Education Union of Australia
- 4.2 This Agreement applies to all categories of Childcare employees (permanent, casual and fixed term) who are employed with the classification and salary structure described in Clause 6.

5 Definitions & Interpretation

APST means the Australian Professional Standards for Teachers established by the Australian Institute for Teaching and School Leadership.

Casual Employee means an employee engaged and who is paid by the hour as such.

Critically Ill is defined as someone who is at high risk of actual or potential life-threatening health problems. The more critically ill, the more likely he or she is to be highly vulnerable, unstable and complex, thereby requiring intense and vigilant nursing care.

Director is an employee responsible for the day to day operation, management and supervision of a Centre. The person will hold such qualifications deemed by Pulse to be appropriate or required for the position, and who is appointed as the director of a service.

Early Childhood Services Centre means an establishment which provides child care and/or educational development programmes and/or services for children under school age and shall include early intervention services, long day care centres and multi-purpose centres. It shall not include a Recognised School or Pre-School. For the purposes of this clause.

Employee means a person whose conditions of employment are regulated by this agreement.

Educational Leader means a suitably qualified and experienced educator, designated by Pulse, who will lead the development and implementation of educational programs in the service. When the Educational Leader is not the Director an hourly allowance is payable as indicated in the allowances at Table 2.

Fixed Term employee means an employee who is engaged in a full-time or part-time. Capacity for a fixed period.

Full Registration has the same meaning as proficient accreditation.

Full-Time employee means an employee employed 38 hours per week on a continuous contract.

Immediate family is defined by the NES.

Long Day Care Centre means a child care establishment which usually provides services over a period of approximately eight hours or more each day for approximately 51 weeks or more during the year.

Nominated Supervisor means an employee who is appointed as Nominated Supervisor under the Education and Care Services National Law Act 2012 or its replacement, that is, as the person who is authorised under the Act to have the overall supervision of the provision of the child care service to which it relates.

Outside School Care means services that provide care for school age children before and after normal school hours.

Part-time Employee means an employee who works a constant number of ordinary hours less than 38 per week.

Proficient accreditation means accreditation as a proficient teacher that meets the requirements for full registration by a body which oversees accreditation and recognition of teachers' professional capacity in any State or Territory. A reference to full registration is a reference to proficient accreditation.

Pulse means UOW Pulse Ltd.

Room Leader means a person appointed to a leadership role within a room to offer guidance and support to members of the team within that room. Room leaders receive an hourly room leader allowance as indicated in the allowance table at Table 2.

Session or **Semester** means the two main teaching periods of the University currently referred to as Spring and Autumn Session.

Sorry Business means a period of Aboriginal and Torres Strait Islander cultural practices and protocols to attend funerals and participate in other cultural events, activities or ceremonies with the community.

Terminally Ill is defined as someone who is sick and is diagnosed with a disease that will take their life. This person is usually told by doctors that they only have several months or years to live.

Union means the United Workers Union and the Independent Education Union of Australia.

Vacation Care means services that provide care for school aged children during non-term time.

6 Classifications

6.1 All employees will be classified by UOW Pulse into one of the levels contained in this clause in accordance with the employee's skills, responsibilities, qualifications, experience in the industry and duties as follows;

Level 1 Childcare Support Worker, Cook / Qualified Cook

This is an employee who has acquired basic qualifications in cooking and menu planning in order to provide children meals within the service. An employee in this classification may be required to perform other intermittent duties as required within their knowledge, skills and capabilities to ensure the smooth running of the service.

Indicative Duties

- Menu planning, food preparation and cooking;
- Cleaning incidental to their duties;
- Learning and implementing Pulse policies, procedures and routines of service provision;
- Develop an understanding of all childcare regulations, standards, frameworks, licensing requirements and guidelines;
- Must possess and maintain a current recognised first aid certificate, administer first aid, asthma and anaphylaxis plans as required; and
- Other service guidelines/requirements as amended from time to time.

'Qualified Cooks' hold a Certificate III in Commercial Cookery or will possess, in the opinion of the employer, sufficient knowledge or experience to perform the duties at this level.

Level 2 Childcare Educator

This is an employee who has a relevant AQF Certificate III, 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 responsibility for their own work. An employee at this level will not be required to develop children's educational programs.

An employee at this level will also take on the same duties and perform the same tasks as a Level 1 above.

Indicative Duties

- Assist in the implementation of the children's program under general direction;
- Record observations of individual children or groups for program planning purposes for qualified employees;
- Responsible for own work and assists in the implementation of daily care routines;
- Develop awareness of and assist in maintenance of the health and safety of the children in care;
- Positively interact with and give each child individual attention and comfort as required;
- Oversee activities of a group of children for short periods of time;
- Interact with parents as required;
- Understand and work according to the centre or service's policies and procedures;
- Demonstrate knowledge of hygienic handling of food and equipment;
- Must possess and maintain a current recognised first aid certificate, administer first aid, asthma and anaphylaxis plans as required; and
- Ensure all childcare regulations, standards, frameworks, licensing requirements and guidelines are met.

Progression

Subject to this agreement, an employee at this level is entitled to progression up to Level 2.3 at the anniversary of their employment each year.

Level 3 Childcare Educator Advanced

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 CCE Level 2.

An employee at this level will also take on the same duties and perform the same tasks as a Level 2 above.

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 employees;
- Under direction, work with individual children with particular needs;
- Assist in the direction of untrained employees;
- Undertake and implement the requirements of quality assurance;
- Ensure all childcare regulations, standards, frameworks, licensing requirements and guidelines are met; and

- Work in accordance with food safety regulations.

Progression

Subject to this agreement, an employee at this level is entitled to progress a step annually up to Level 3.3 at the anniversary of their employment each year. 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.

Level 4 Childcare Educator Advanced Qualified

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 a Nominated Supervisor or Educational Leader.

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

Indicative Duties

- Responsible, in consultation with the Director for the preparation, implementation and evaluation of a developmentally appropriate program for individual children or groups;
- Ensure all childcare regulations, standards, frameworks, licensing requirements and guidelines are met;
- Responsible to the supervision of students on placement;
- Responsible for ensuring a safe environment is maintained for both employees and children;
- Must possess and maintain a current recognised first aid certificate, administer first aid, asthma and anaphylaxis plans as required;
- 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; and
- Liaise with families in a positive manner that supports the service.

Progression

Subject to this agreement, an employee at this level is entitled to progress a step annually up to Level 4.4 at the anniversary of their employment each year.

Level 5 Coordinator

This is an employee who has completed a Diploma in Children's Services or equivalent (e.g. Certificate V Diploma) who is appointed as a Centre Coordinator.

An employee at this level will also take on the same duties and perform the same tasks as a Level 4 above.

Indicative Duties

- Responsible, in consultation with the senior team for the preparation, implementation and evaluation of developmentally appropriate programs for individual children or groups.
- Coordinate and direct the activities of employees engaged in the implementation and evaluation of developmentally appropriate programs;
- Contribute to the development of the centre or service's policies;

- Coordinate centre or service operations including Workplace Health and Safety, program planning, employee straining;
- Must possess and maintain a current recognised first aid certificate, administer first aid, asthma and anaphylaxis plans as required;
- Responsible for the day-to-day management of the centre or service;
- Ensure all childcare regulations, standards, frameworks, licensing requirements and guidelines are met;
- Co-ordinating the activities of more than one group;
- Supervising employees, trainees and on placement; and
- Administrative functions as required.

Degree Qualified Teachers

This is an employee who has completed a three, four or five year degree qualification in Early Childhood Education at a recognised University or Teacher Training Institution; or a teacher who has acquired other equivalent qualification, which are recognised by Australian Children’s Education and Care Quality Authority.

Indicative Duties

- Develop, plan, implement and evaluate the child care program;
- Is responsible to the Director of a Service;
- May be responsible for the direction of other employees or students within the group for which they have responsibility;
- May assume direct responsibility for a room and groups of children;
- Liaise with parents as to the needs of the children and the service;
- Maintain appropriate and up to date records;
- Ensure programs are planned, implemented and evaluated for each child in their care;
- Develop a sound understanding of Pulse policies, procedures and routines of the service;
- Ensure all childcare regulations, standards, frameworks, licensing requirements and guidelines are met;
- Administrative duties that relate to room management and childcare responsibilities;
- Assist with ongoing professional development and quality improvement at the service; and
- Possess and maintain a current recognised first aid certificate, administer first aid, asthma and anaphylaxis plans as required.

Progression

Classification	Criteria
<i>Level 1</i>	Graduate teacher and all other teachers (as defined) including those holding provisional or conditional accreditation /registration
<i>Level 2</i>	Teacher with proficient accreditation/registration or equivalent
<i>Level 3</i>	Teacher with proficient accreditation/registration or equivalent after 3 years’ satisfactory teaching service at Level 2
<i>Level 4</i>	Teacher with proficient accreditation/registration or equivalent after 3 years’ satisfactory teaching service at Level 3
<i>Level 5</i>	Teacher with Highly Accomplished / Lead Teacher accreditation / registration or equivalent

7 Flexibility

- 7.1 An employer and employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
- a. The agreement deals with 1 or more of the following matters:
 - i. Arrangements about when work is performed
 - ii. Overtime rates
 - iii. Penalty rates
 - iv. Allowances
 - v. Leave loading; and
 - b. The arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in paragraph (a); and
 - c. The arrangement is genuinely agreed to by the employer and employee.
- 7.2 The employer must ensure that the terms of the individual flexibility arrangement:
- a. Are about permitted matters under section 172 of the *Fair Work Act 2009* ; and
 - b. Are not unlawful terms under section 194 of the *Fair Work Act 2009* ; and
 - c. Result in the employee being better off overall than the employee would be if no arrangement was made.
- 7.3 The employer must ensure that the individual flexibility arrangement:
- a. Is in writing; and
 - b. Includes the name of the employer and employee; and
 - c. Is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
 - d. Includes details of:
 - i. The terms of the 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.
- 7.4 The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 7.5 The employer or employee may terminate the individual flexibility arrangement:
- a. By giving no more than 28 days written notice to the other party to the arrangement; or
 - b. If the employer and employee agree in writing, at any time.

Part 2 – Consultation & Dispute Resolution

8 Dispute Resolution Procedure

In the event of a dispute about a matter under this agreement, the NES or any other work related matter, the parties will use the procedure outlined in this clause to resolve the dispute in a timely manner.

1. A dispute between an employee and Pulse is to be discussed in the first instance between the employee and their supervisor.
2. If the dispute is not resolved, the employee may raise the dispute with the relevant Unit Manager.
3. If the dispute is not resolved, the employee may raise the dispute with the Pulse CEO or nominated officer.
4. If the dispute is not resolved, an independent mediator may be appointed (costs of which will be paid by the party who initiates the mediation) All attempts will be made to convene and conduct the mediation within 15 working days. The parties may agree to waive this step.
5. If the dispute is not resolved, either party may refer the dispute to Fair Work Commission for conciliation.
6. If the dispute is unable to be resolved by conciliation, then the parties agree the Fair Work Commission will arbitrate the dispute and make an order that is binding on both parties.

The decision of Fair Work Commission will bind the parties, subject to either party exercising a right of appeal against the decision.

It is a term of the agreement that while the dispute resolution procedure is being conducted, work shall continue as normal before the dispute arose unless the employee has reasonable concern about an imminent risk to their health and safety. Where Pulse believes that an inquiry is required an employee may be stood down with pay while the inquiry is conducted.

Pulse and/or an employee may appoint a representative at any stage of this process.

9 Consultation

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

Major Change

- 9.2 For a major change referred to in paragraph 9.1 (a):
- a. The employer must notify the relevant employees of the decision to introduce the major change; and
 - b. Subclauses 9.3 to 9.9 apply.

- 9.3 The relevant employees may appoint a representative for the purposes of the procedures in this term.

- 9.4 If:
- a. A relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - b. the employee or employees advise the employer of the identity of the representative;

The employer must recognise the representative.

- 9.5 As soon as practicable after making its decision, the employer must:
- a. 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
 - b. For the purposes of the discussion--provide, in writing, to the relevant employees:
 - i) All relevant information about the change including the nature of the change proposed; and
 - ii) Information about the expected effects of the change on the employees; and
 - iii) Any other matters likely to affect the employees.
- 9.6 However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 9.7 The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- 9.8 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 paragraph (2)(a) and subclauses (3) and (5) are taken not to apply.
- 9.9 In this term, a major change is **likely to have a significant effect on employees** if it results in:
- a. The termination of the employment of employees; or
 - b. Major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
 - c. The elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - d. The alteration of hours of work; or
 - e. The need to retrain employees; or
 - f. The need to relocate employees to another workplace; or
 - g. The restructuring of jobs.

Change to regular roster or ordinary hours of work

- 9.10 For a change referred to in paragraph 9.1 (b):
- a. The employer must notify the relevant employees of the proposed change; and
 - b. Subclauses 9.11 to 9.15 apply.
- 9.11 The relevant employees may appoint a representative for the purposes of the procedures in this term.
- 9.12 If:
- a. A relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - b. The employee or employees advise the employer of the identity of the representative;

c. The employer must recognise the representative.

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

- a. Discuss with the relevant employees the introduction of the change; and
- b. For the purposes of the discussion, provide to the relevant employees:
 - i) All relevant information about the change, including the nature of the change; and
 - ii) Information about what the employer reasonably believes will be the effects of the change on the employees; and
 - iii) Information about any other matters that the employer reasonably believes are likely to affect the employees; and
 - iv) 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).

9.14 However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.

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

9.16 In this term:

Relevant employees means the employees who may be affected by a change referred to in subclause 9.1

Part 3 – Types of Employment & Termination of Employment

10 Terms of Employment

10.1 Employees shall be engaged on a full-time, part-time or casual basis with the majority of employees employed in a permanent capacity.

10.2 Full-time and part-time employees may be engaged as a permanent employee or fixed term employee.

10.3 Casual employee is an employee who is engaged and paid by the hour.

10.4 Upon engagement an employee shall be informed in writing by Pulse of:

10.4.1 Whether the employee is to be engaged on a full-time, part-time, or casual basis.

10.4.2 The employee's classification, job description and the duties to be performed.

- 10.4.3 The employees weekly hours of work.
- 10.4.4 Who will supervise the employee.
- 10.4.5 Notification of probation period of six (6) months. Where a performance issue has been identified it shall be managed in accordance with the following;
 - 10.4.5.1 Monthly reviews will be conducted during the probationary period, and;
 - 10.4.5.2 Where performance issues have been identified in the lead up to the meeting, the employee will be afforded the right of reply and;
 - 10.4.5.3 The review meetings will be documented accordingly with remedial measures to be put in place.
 - 10.4.5.4 In the event the above steps fail and the employee's performance remain unsatisfactory, termination during the probationary period may be done with one weeks' notice or payment in lieu of notice.

11 Fixed Term Employment

- 11.1 Pulse may engage employees on a fixed term contract as either full-time or part-time employee provided that such periods shall:
 - 11.1.1 Not be less than one (1) month
 - 11.2.2 Not be more than 24 months duration.
- 11.2 Prior to the commencement of a fixed term contract, the employee shall be advised in writing of the nature of work, the hours to be worked, the proposed weekly earnings and the commencing and ceasing dates of their fixed term employment.
- 11.3 Employees will only be engaged on a fixed term contract where:
 - a. A position is of a temporary nature and limited duration for the purpose of undertaking a specific project or task; or
 - b. The position is vacant as a result of an employee's absence or leave; or
 - c. The position is funded from a specific purpose external grant.
- 11.4 An employee who accepts a change to a fixed term contract shall not be disadvantaged in respect to their terms and conditions of employment.
- 11.5 Where an employee varies their employment contract to a fixed term contract, such an employee shall, at the conclusion of the fixed term period revert to their previous position, or a position of employment which is no less advantageous to the employee than that which existed immediately prior to the fixed term contract.

- 11.6 Fixed term contracts shall be reviewed at the completion of the tenure at which point the expiry may be confirmed or be replaced with a permanent appointment. This is done at Pulse Management discretion. Any dispute as to the ongoing viability are to be dealt with in accordance with Clause 8 – Dispute Resolution Procedure.
- 11.7 It is not the intention of the parties to transition permanent roles into fixed term appointments.

12 Leaving Employment

- 12.1 Pulse may terminate the employment of a full-time or part-time employee by giving the amount of notice set out below for the employee's period of continuous employment or by paying the employee the monies the employee would otherwise have earned during this period had the employee been required to work:

6 months and less than 3 years	2 weeks
3 years and less than 5 years	3 weeks
5 years and over	4 weeks

In addition to the above notice, employees over 45 years of age at the time of giving of the notice, with not less than two (2) years continuous service, shall be entitled to an additional week's notice.

- 12.2 Nothing in this clause shall affect the right of Pulse to dismiss an employee without notice for misconduct. This may include, but is not limited to, an employee acting dishonestly in employment or an employee failing to carry out a lawful and reasonable direction.
- 12.3 A full-time or part-time employee, when leaving employment, must give Pulse at least four (4) weeks' notice, which does not include service closure periods, or forfeit wages for any part of the notice period not worked.
- 12.4 On termination of employment for any reason Pulse will give a full or part-time employee a certificate of service stating how long the employee had worked for Pulse and what job the employee did.
- 12.5 The employment of a casual employee may be terminated with two (2) hours' notice.

13 Abandonment of Employment

- 13.1 The absence of an employee from work for a continuous period exceeding three (3) working days, without just cause and without the consent of Pulse, shall be taken to have abandoned employment and Pulse will be entitled to treat the employee as having been terminated, subject to the requirements of Section 117 of the *Fair Work Act 2009*.
- 13.2 Pulse will make all reasonable attempts to contact by email, phone and letter allowing a five (5) working day response period prior to any action.
- 13.3 Pulse will listen to and respond accordingly to reasons for absence provided.

14 Redundancy

14.1 Application

- 14.1.1 This Clause shall apply in respect to full-time and part-time employees employed in the classifications specified by Clause 6, Classifications.
- 14.1.2 In respect to employers who employ 15 or more employees immediately prior to the termination of employment of employees, in the terms of Clause 14.3.
- 14.1.3 Notwithstanding anything contained elsewhere in this Clause, this Clause shall not apply to employees with less than one year's continuous service and the general obligation on employers shall be no more than to give such employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.
- 14.1.4 Notwithstanding anything contained elsewhere in this Clause, this Clause shall not apply where employment is terminated as a consequence of conduct that justifies instant dismissal, including malingering, inefficiency or neglect of duty, or in the case of casual employees, trainees or employees engaged for a specific period of time or for a specified task or tasks, or where employment is terminated due to the ordinary and customary turnover of labour.
- 14.1.5 Pulse will at all times seek redeployment of teams prior to redundancy into a similar role, qualifications and experience.

14.2 Termination of Employment - Notice for Changes in Production, Programme, Organisation or Structure.

An employee whose employment is terminated by Pulse for reasons arising from production, program, organisation or structure, will be provided with notice of termination or payment in lieu thereof, as prescribed in Clause 12 of the Agreement.

14.3 Time Off During the Notice Period

- 14.3.1 During the period of notice of termination given by Pulse, an employee shall be allowed up to one day's time off without loss of pay during each week of notice, to a maximum of five days, for the purpose of seeking other employment.
- 14.3.2 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 shall, at the request of Pulse, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent.

14.3.3 Pulse will assist the employee in resume writing as required.

14.4 Employee Leaving During the Notice Period

If the employment of an employee is terminated (other than for misconduct) before the notice period expires, the employee shall be entitled to the same benefits and payments under this Clause to which the employee would have been entitled had the employee remained with Pulse until the expiry of such notice. Provided that in such circumstances the employee shall not be entitled to payment in lieu of notice.

14.5 Statement of Employment

Pulse shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee a written statement specifying the period of the employee's employment and the classification of or the type of work performed by the employee.

14.6 Notice to Centrelink

Where a decision has been made to terminate employees, Pulse shall notify Centrelink thereof as soon as possible, giving relevant information, including the number and categories of the employees likely to be affected and the period over which the terminations are intended to be carried out.

14.7 Centrelink Employment Separation Certificate

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

14.8 Transfer to Lower-Paid Duties

Where an employee is transferred to lower-paid duties for reasons set out in subclause 9.1, the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment had been terminated, and Pulse may, at Pulse's option, make payment in lieu thereof of an amount equal to the difference between the former ordinary-time rate of pay and the new ordinary-time rates for the number of weeks of notice still owing.

14.9 Severance Pay

14.9.1 Where an employee's employment is terminated on the grounds of redundancy, the employee is entitled to severance pay based on an employees' period of continuous service.

14.9.2 If employees are under 45 years of age, Pulse shall pay in accordance with the following scale:

Years of service under 45 years of age entitlement

Less than 1 year	Nil
1 year and less than 2 years	4 weeks
2 years and less than 3 years	7 weeks
3 years and less than 4 years	10 weeks
4 years and less than 5 years	12 weeks
5 years and less than 6 years	14 weeks
6 years and over	16 weeks

14.9.3 Where employees are 45 years old or over, the entitlement shall be in accordance with the following scale:

Years of service 45 years of age and over entitlement

Less than 1 year	Nil
1 year and less than 2 years	5 weeks
2 years and less than 3 years	8.75 weeks
3 years and less than 4 years	12.5 weeks
4 years and less than 5 years	15 weeks
5 years and less than 6 years	17.5 weeks
6 years and over	20 weeks

14.9.4 **Week's pay** means the all-purpose rate for the employee concerned at the date of termination and shall include, in addition to the ordinary rate of pay, over award payments, shift penalties and allowances paid pursuant to this agreement.

14.10 Incapacity to pay

Subject to an application by Pulse and further order of FWA, Pulse may pay a lesser amount (or no amount) of severance pay than that contained in subclause 14.9 above.

FWC shall have regard to such financial and other resources of Pulse concerned as it thinks relevant, and the probable effect of paying the amount of severance pay in subclause 14.9 of this Clause will have on Pulse.

14.11 Alternative Employment

Subject to an application by Pulse and further order of FWA, Pulse may pay a lesser amount (or no amount) of severance pay than that contained in subclause 14.9 above if Pulse obtains acceptable alternative employment for an employee.

Part 4 – Rates of Pay & Related Matters

15 Payment of Wages

- 15.1 All wages will be paid fortnightly by electronic funds transfer.
- 15.2 Wages will be transferred not later than 3 working days following the end of any pay period. In the event wages are not paid in accordance with this clause and Pulse fails to notify employees accordingly the day prior to the expected payment, and results in an employee incurring financial institution fees, these fees will be reimbursed by Pulse. Satisfactory evidence of fee charges may need to be provided to Pulse.
- 15.3 All wages will be calculated in 15 minute intervals for time worked of less than an hour.

16 Wages

16.1 Full-Time Employees

Full-time employees covered under this Agreement will be paid the relevant hourly rate specified in Table 1 of Schedule A, corresponding to their classification level.

16.2 Part-Time Employees

Part-time employees shall be paid on a proportionate basis to the appropriate full-time employee, and shall be entitled to the provisions of this Agreement on a proportionate basis unless otherwise provided by this Agreement.

16.3 Casual Employees

Casual employees will be paid for each hour worked for the Level that applies to the employee plus a casual loading of 25%. The casual loading is in lieu of leave entitlements and other benefits applicable to full and part-time employees.

16.4 Salary Increases

This agreement provides for the following increases effective from the first full pay period as indicated in Table 1 – Rates of Pay and Table 2 – Allowances.

16.5 Incremental Progression within a Classification for Childcare Educators

16.5.1 Progression from one level to the next within a classification is subject to an employee meeting the following criteria:

- i. Competency at the existing level;
- ii. 12 months experience at that level (or in the case of employees employed for 19 hours or less per week, 24 months) and in-service training as required; and

- iii. Demonstrated ability to acquire the skills necessary for advancement to the next pay point.

16.5.2 Where an employee is deemed not to have met the requisite competency at their existing level at the time of the appraisal and is currently under performance management review, progression may be deferred for a period of three months provided that:

- i. The employee is notified in writing of the reasons for the deferral;
- ii. The employee has, in the previous 12 months, been provided with the in-service training required to attain a higher pay point; and
- iii. Prior to, or following any deferral, the employee is provided with the training and support necessary to address the performance concerns and advance to the next level.

16.5.3 Where an appraisal has been deferred for operational reasons beyond the control of either party and the appraisal subsequently deems the employee to have met the requirements of clause 16.5.1, any increase in wages will be back paid to the 12 (or 24) month anniversary date of the previous progression.

16.5.4 An employee whose progression has been refused or deferred may invoke the provisions of Clause 8 — Dispute Resolution Procedure. If the resolution results in the advancement being granted, any increase in wages will be backdated to the relevant anniversary date.

17 Director's Allowance

17.1 An employee who is appointed as a Director as defined in clause 5 - Definitions, shall be paid an allowance as set out in *Schedule A Table 2 – Directors' Allowance* on a pro rata basis (based on 59 place centre, 38 hours) rounded to the nearest annual dollar rate paid in accordance with Clause 15 – Payment of Wages. An appointed director will continue to be paid the allowance when on leave.

18 Calculation of Service – Teachers

18.1 Period of teaching service

- a. Subject to the provisions of this clause, teaching service means the total period a person has been employed as a teacher by any employer in the school education sector or the children's services and early childhood education and care sector.
- b. Teaching service does not include employment as a teacher in a TAFE program (unless the teacher is employed to teach a Vocational and Educational Training (VET) program) or in an English Language School.
- c. 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,

where the hours are more than 90% of a full-time load, service will count as a full-time year.

- d. 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.
- e. 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 3 years' service up to a maximum of 4 years.

18.2 Satisfactory teaching service

- a. For the purpose of progression to Levels 3 and 4, satisfactory teaching service shall mean:
 - i) Maintenance of proficient accreditation/registration as a teacher, where applicable; and
 - ii) Compliance with the requirements of the APST.
- b. An employee will be deemed to have complied with the APST unless UOW Pulse has, in the 12-month period immediately preceding the date upon which the employee is due for progression to Level 3 or Level 4:
 - i) Identified, in writing, that the employee has not complied with the requirements of the APST in specified respects on an ongoing basis; and
 - ii) Afforded the employee a reasonable period of time, with the provision of support, training and feedback, to bring the employee's performance into compliance with the APST; and
 - iii) Assessed the employee, in a formal and documented review of performance, as still not complying with the requirements of the APST on an ongoing basis.
- c. If the employee disputes an assessment that the employee has not complied with the requirements of the APST such as not to qualify for progression UOW Pulse shall seek to resolve the dispute with the employee in accordance with the dispute resolution procedure in accordance with clause 8.

18.3 Evidence of qualifications and teaching service

- a. On engagement, UOW Pulse may require that the employee provide documentary evidence of qualifications and teaching service.
- b. If UOW Pulse considers that the employee has not provided satisfactory evidence, and advises the employee in writing to this effect, then UOW Pulse may decline to recognise the relevant qualification or experience until evidence is provided. UOW

Pulse will not unreasonably refuse to recognise the qualifications or teaching experience of an employee.

- c. Where an employee has completed further teaching service 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 UOW Pulse within 3 months of completion. In all other cases the employee will be classified and paid from the date satisfactory evidence is provided.

18.4 Equivalency to Highly Accomplished/Lead Teacher accreditation

- a. For the purpose of Teacher Level 5 of the classification structure in this clause, an employee will have the equivalent to Highly Accomplished/Lead Teacher accreditation if:
 - i) The employee works in a State or Territory where there is no capacity for the employee to obtain such accreditation; and
 - ii) The employee meets the APST applicable to a Highly Accomplished/Lead Teacher.
- b. For the purpose of this clause (a)(ii), an employee will meet the APST applicable to a Highly Accomplished/Lead Teacher if the employee is assessed by UOW Pulse as doing so.
- c. The following provisions apply to the assessment of an employee under this clause (b):
 - i) An assessment must be conducted by UOW Pulse if the employee requests such an assessment at any time after the completion of the first year of teaching service at Level 4, provided that no more than one such request may be made in any calendar year.
 - ii) An assessment must be conducted by UOW Pulse when the employee has completed 3 years' satisfactory teaching service at Level 4, even if the employee has not requested such an assessment.
 - iii) If UOW Pulse fails to conduct an assessment in accordance with clause (c)(ii), the employee will be deemed for the purpose of Level 5 of the classification structure outlined in the 'Progression table' above to have the equivalent to Highly Accomplished/Lead Teacher accreditation.
 - iv) The assessment must be conducted in consultation with the employee.
 - v) UOW Pulse and the employee may agree to an identified expert assessor to conduct the assessment.
 - vi) If an employee is assessed as not meeting the APST applicable to a Highly Accomplished/Lead Teacher and this is disputed by the employee, UOW Pulse shall seek to resolve the dispute with the employee in accordance with Clause 8 dispute resolution.
- d. If UOW Pulse considers that a Level 5 employee to whom (a)(i) outlined above applies is no longer meeting the APST, UOW Pulse may conduct a re-assessment of the employee in accordance with the requirement outlined above at (c)(iv) to (vi) once upon every 5-year anniversary of the employee's progression to Level 5. If UOW Pulse does not conduct such a re-assessment, the employee will be

deemed for the purpose of the 'Progression Table' to have equivalency to Highly Accomplished/Lead Teacher accreditation for the following 5 years.

18.5 Returning to teaching

- a. A teacher with at least 2 years' teaching service who was previously registered/accredited as proficient or who was not required to be registered/accredited as proficient who:
 - i) Is returning to teaching following a break of teaching service, where they have not obtained or maintained proficient status; or
 - ii) Otherwise does not hold proficient accreditation/registration status; shall be classified on Level 2 for one year full-time equivalent teaching service, during which period the teacher may apply for proficient teacher accreditation or registration or apply for mutual recognition (in the case of an interstate teacher) with the relevant teacher accreditation authority. Upon attaining proficient teacher accreditation or registration, the teacher will progress to the relevant Level between Level 2 and Level 4 based on their service at a proficient level. All service, in excess of two years, will count as service at a proficient level where that service has followed the attainment of a recognised teaching qualification.
- b. If the teacher does not attain proficient teacher accreditation or registration within the one year full-time equivalent teaching service, the teacher will be paid at Level 1 until the teacher achieves proficient teacher accreditation. On such date the teacher will progress to the relevant Level between Level 2 and Level 4 based on their teaching service at a proficient level. All teaching service, in excess of 2 years, will count as teaching service at a proficient level where that teaching service has followed the attainment of a recognised teaching qualification.
- c. (c) If a teacher to whom this clause applies is employed in a State or Territory that has not yet introduced a requirement for teachers (or a subset of teachers) to be accredited as proficient/ fully registered, then Clause 14.5 of the Educational Services Teachers Award applies.

19 Juniors

- 19.1 The minimum weekly wage rate for a junior employee shall be calculated by applying the following percentages of the appropriate adult rate for the classification in which the employee is employed:

Age	%
17 years of age	70
18 years of age	80
19 years of age	90
20 years of age	100

- 19.2 Junior employees who hold a position and qualification at the level of Certificate III or Diploma will be paid the adult rate.

20 Trainees

20.1 Trainees will be engaged in accordance with Schedule B contained within this agreement.

21 Superannuation

21.1 Pulse will make superannuation contributions in accordance with the *Superannuation Guarantee (Administration Act) 1992* as varied from time to time. These contributions will be made to a Superannuation Fund, as nominated by the employee.

21.2 Where an employee elects the UOW Pulse default superannuation fund as their nominated fund, all payments will be made to Uni Super, under the employee's name.

22 Higher Duties

22.1 An employee who is requested, and agrees in writing, to carry out work on a temporary basis that carries a higher rate of pay than the employee's ordinary classification for periods greater than one shift, shall be paid the higher rate while doing that work. This higher duties clause shall not apply to work performed under supervision for training purposes.

22.2 An employee may be requested to perform a portion of a higher duties role. For higher duties arrangements such as these, the employee will be paid a proportionate amount of the higher rate of pay in respect of the portion of the amount of higher classification work. The portion will be derived from the relevant position description and agreed upon by both parties in writing.

Part 5 – Hours of Work & Related Matters

23 Ordinary Hours of Work

23.1 The ordinary working hours, inclusive of rest pauses, shall not, without payment of overtime, exceed an average of 38 per week. Such hours shall be worked between the hours of 6.30am and 6.30pm, Monday to Friday, and may not be averaged over more than a four (4) week period.

23.1.2 The ordinary daily working hours of full-time and part-time employees will be a minimum of four (4) hours and three (3) hours respectively and be no more than ten (10) hours in any one shift including the time taken for meal breaks. By agreement between Pulse and the employee, an employee, may work up to 12 ordinary hours including the time taken for a paid meal break, without the payment of a penalty.

23.2 The ordinary daily working hours of casual employees will not be more than ten (10) hours in any one engagement not including the time taken for meal breaks.

- 23.2.1 A casual employee is entitled to a minimum engagement of three (3) continuous hours.
- 23.2.2 UOW Pulse will make an offer of permanent employment to a casual employee where the casual employee:
- a. Has more than 12 months continuous service; and
 - b. During at least the last 6 months of that period, the employee has worked a regular pattern of hours on an ongoing basis which, without significant adjustment, the employee could continue to work as a full-time employee or a part-time employee.

The offer will be in writing and be an offer to convert the casual employee:

- a. To a full-time employee where the employee has worked equivalent to full-time hours during the previous 6 months; or
- b. To a part-time employee where the employee has worked less than the equivalent to full time hours during the previous 6 months.

The offer will be made in writing within 21 days after the end of the casual employee's first 12 months of service.

UOW Pulse is not required to make an offer to a casual employee if there are reasonable grounds, either known or reasonably foreseeable, to not to make the offer. The reasonable grounds include but are not limited to:

- a. The employee's position will cease to exist in the period of 12 months after the time of deciding not to make the offer;
- b. The hours of work which the employee is required to perform will be significantly reduced in the next 12 months;
- c. There will be a significant change in either or both of the days or times the employee's work is required to be performed which cannot be accommodated within the days or times the employee is available to work.

Within 21 days of the end of the employee's first 12 months of service, UOW Pulse will give written notice to the team member where UOW Pulse determines:

- a. Not to make an offer to a casual employee; or
- b. Where the employee has been employed for 12 months but does not meet the requirements.

The notice will advise the employee that UOW Pulse is not making an offer and will include details of the reasons for not making the offer.

23.3 Non-contact time

The employer will recognise and provide non-contact time relevant to the specific needs of the service and the children. The level of non-contact time will be determined as follows on a pro-rata basis and can be averaged over a four (4) week period:

An Educator that is responsible for developing educational programs for children will be provided with the following time off the floor for programming purposes:

Age Range/Room	Programming Time
0-2 years room (Babies)	1 hour and 50 minutes per week
2-3 years room (Toddlers)	2 hours per week
3-5 years room (Pre-Schoolers)	2.5 hours per week

24 Overtime

24.1 If Pulse requires an employee to work:

24.1.1 Overtime being for full-time employees more than 38 hours per week, unless agreed to average hours in accordance with clause 23.1;

24.1.2 Overtime being more than the ordinary daily working hours set out in 23.1.2;

24.1.3 On a public holiday;

Pulse will pay the employee extra wages being:

- In the case of 24.1.1 and 24.1.2 time and one half of the ordinary rate of pay for the first 2 hours worked and after that double time,
- In the case of 24.1.3 for work on a public holiday, two and a half times the ordinary rate of pay for all time worked, and with a minimum payment of four hours.

24.2 When calculating overtime each shift shall stand alone.

25 Meal Breaks and Rest Pauses

25.1 Every employee shall be entitled to the following breaks according to hours worked.

Hours Worked	Rest Pause	Meal Break
More than 3 hours up to 5 hours	1x 10 minutes	Nil
More than 5 hours up to 7 hours	1x 10 minutes	30 minutes (paid)
More than 7 hours up to 10 hours	2x 10 minutes	30 minutes (paid)

25.2 No rest pause shall be given or taken within 2 hours of the employees commencing or ceasing time. The timing of the rest pause shall accommodate the needs of the business.

25.6 As meal breaks are paid employees are to remain on premises to maintain ratios.

26 Shiftwork

26.1 The following allowances will be paid for shift work:

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

26.2 Definitions

- 26.2.1 Early morning shift means any shift commencing at or before 6.30am and finishes at or before 6.30pm.☐
- 26.2.2 Afternoon shift means any shift finishing after 6.30pm and at or before midnight.
- 26.2.3 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.
- 26.2.4 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.

27 Rostered Days Off

- 27.1 A full-time employee shall accrue two (2) hours per week or 0.4 of an hour (24 minutes) for each eight (8) hour shift or day worked, to give an entitlement to take an accrued rostered day off in each four week cycle as though worked.
- 27.2 Each day of paid leave taken (including annual leave but not including long service leave or any period of paid or unpaid leave) and any public holiday occurring during any cycle of four (4) weeks shall be regarded as a day worked for accrual purposes.
- 27.3 Notwithstanding the provisions of Clause 27.2, an employee shall be entitled to no more than 12 paid accrued days off in any twelve months of consecutive employment.
- 27.4 Rostered days off must be taken monthly. Pulse may agree to the holding of one accrued rostered day, which must be taken on the next entitlement cycle so as to avoid excessive accrual.

28 Rosters

- 28.1 Pulse shall display a roster in a place accessible to all employees. The roster shall set out the starting and finishing times for full-time and part-time employees for each week. The roster shall be posted at least seven (7) days before its commencement.
- 28.2 Subject to other clauses of this agreement, employees must work at such times and on such days as Pulse needs them. Pulse cannot change the roster of a full-time or part-time employee without giving the employee seven (7) days' notice except in an emergency. Pulse will discuss any change with the employee and try to take into account the employee's family and personal needs. Business needs will remain paramount in the event a solution is not agreed by both parties.
- 28.3 Pulse will take into consideration an employees' family responsibilities, safe transport home and study commitments when rostering bearing in mind other regulatory or statutory requirements.
- 28.4 No employee will be rostered or required to work more than five (5) consecutive shifts per week or six (6) consecutive shifts by agreement without the payment of overtime.
- 28.5 Should an employee disagree with any roster change they shall be provided with a minimum 14 days' notice in lieu of seven (7) days during which time there shall be discussions aimed at resolving the matter in accordance with the dispute settlement procedure.

29 Split Shifts

- 29.1 Where broken shifts are worked the spread of hours can be no greater than 12 hours per day.
- 29.2 The minimum hours for any part of the shift will be two (2) hours.
- 29.3 Employees working a split shift will be paid an allowance in accordance with Schedule A - Table 2 Allowances.

30 Time Off In Lieu of Overtime

- 30.1 An employee may, with the consent of Pulse accumulate a maximum of 16 hours' time in lieu, calculated at the particular overtime rate. The accrual is to be taken at a mutually convenient time at a later date.

Part 6 – Leave & Public Holidays

31 Annual Leave

31.1 An employee covered by this agreement is entitled to annual leave in accordance with the *Fair Work Act 2009* and subsequent amendments to that Act. Annual Leave shall be taken at a time mutually agreed upon by Pulse and an employee and can either be taken in a continuous period or in separate periods.

31.1.1 An employee whose accrued annual leave entitlement equals or exceeds 6 weeks may be directed in writing to take up to four (4) weeks of their accrued annual leave entitlement. The time of taking the leave will be by mutual agreement. In the event an agreement cannot be reached, the time of taking the leave can be determined by the employer, having regard to operational requirements and any matters raised by the individual employee.

Written direction to take annual leave;

- a. Must be given at least eight (8) weeks prior to the date on which the employee is to take leave; and
- b. Can be given whether the employee's accrued annual leave equals or exceeds 8 weeks when the direction is given or when it takes effect.

Where an employee is directed to take annual leave, the employer will be entitled to deduct the amount of annual leave directed to be taken at the conclusion of the period of leave.

31.1.2 An employee may elect with the consent of Pulse to take annual leave not exceeding four days in single day periods or part thereof, in any calendar year at a time or times agreed by the parties.

31.1.3 Access to annual leave, as prescribed in paragraph 32.1.2 above, shall be exclusive of any shutdown period provided for elsewhere under this agreement.

31.2 Full-time and part-time employees who are the primary care giver of children at school may request to take up to two (2) weeks leave at half pay subject to the following;

31.2.1 An application must be submitted at least six (6) weeks prior to leave to being taken.

31.2.2 A full year leave plan must be submitted by the employee. This clause is not designed to allow employees to accumulate excessive annual leave.

31.2.3 Minimum booking one (1) week at a time.

31.3 Cashing Out Annual Leave

Pulse encourages all employees to make use of their entitlement to four (4) weeks annual leave each year. This clause is not designed to discourage breaks from work.

- 31.3.1 An employee may apply to cash out excessive annual leave under the following circumstances;
- a. An employee must have no less than four (4) weeks leave remaining.
 - b. A written agreement must be made each time annual leave is cashed out.
 - c. Pulse will not unreasonably refuse or force an employee to cash out leave.
 - d. The payment for cashed out leave is to be the same amount had the employee taken the leave.

- 31.4 For the purposes of the additional week of leave provided by the NES, a shift worker is an employee on shift work who is required to work in accordance with a roster on Sundays and public holidays. Pulse agree that should a “shift worker” as per the definition under the NES, be employed by Pulse, they will be entitled to receive an additional week of annual leave.

32 Annual Leave Loading

- 32.1 Employees shall be granted an annual leave loading equivalent to 17.5% of their annual leave balance accrued since the last loading payout date.
- 32.2 Annual leave loading, as calculated above, will be paid on the first payday in December each year.
- 32.3 Upon resignation or termination by Pulse, an employee who has not been paid an annual leave loading will be paid the loading.

33 Long Service Leave

- 33.1 An employee covered by this Agreement shall be entitled to long service leave in accordance with the provisions under the *Long Service Leave Act 1955* and subsequent amendments to that Act.

34 Public Holidays & Concessional Days

- 34.1 Public holidays will be provided for as per the NES.
- 34.2 When a public holiday falls on an employee's ordinary working day, and the employee is not required to work on such a day, the employee will be paid at the ordinary rate of pay for the ordinary hours that the employee would have worked on such a day had it not been a public holiday.

- 34.3 Where an employee is required to work on a holiday he or she shall be paid in addition to their ordinary rate of pay at the rate of one and a half times for the time so worked or provided another day in place of the Public Holiday to be taken at another time. Employees working on a public holiday will receive a minimum payment of four hours pay. An employee may refuse a request to work on a public holiday provided that the refusal is reasonable or the request is unreasonable.
- 34.4 Permanent employees will receive concessional days being all other days falling between Christmas Day and New Year's Day without loss of pay. Part-time employees will be paid an average of hours worked in the month of December immediately prior to the Christmas/New Year concessional period.

35 Parental Leave

- 35.1 Parental leave is a broader leave description that encompasses;
- a) Maternity Leave
 - b) Partner Leave
 - c) Adoption Leave
 - d) Foster Parent Leave
- 35.2 Employees, including eligible casual employees, are entitled to unpaid parental leave in this section in accordance with the NES (as summarised in points 35.2.1 to 32.2.5 below).
- 35.2.1 If a permanent employee has 52 weeks (12 months') or more continuous service and the employee is or will be the primary carer for the child, the employee will be entitled to access unpaid parental leave. Unpaid parental leave will be 12 months. An employee may request to extend their parental leave for a further period of up to 12 months. Requests to UOW Pulse for extensions to parental leave must be in writing and be provided at least four (4) weeks prior to the end of the first 12 month period of parental leave. Pulse will respond in writing to the request within 21 days of the request being made and will only refuse the request on reasonable business grounds.
- 35.2.2 An employee may take a period of unpaid parental leave concurrent with the primary care giver for up to three (3) weeks (concurrent unpaid parental leave).
- 35.2.3 A casual employee will be entitled to parental leave provided:
- a) They are employed on a regular and systematic basis for an ongoing period of employment with Pulse of at least 12 months immediately preceding when the employee is to commence parental leave; and
 - b) They have a reasonable expectation of ongoing employment on that basis.
- 35.2.4 Annual leave or long service leave accrued by an employee can be taken as part of the employee's approved parental leave.

- 35.2.5 In order to take parental leave:
- a) The employee must provide 10 weeks' written notice of the proposed parental leave along with the amount of leave sought;
 - b) Application to be made at least four (4) weeks prior to taking parental leave the employee needs to advise Pulse, in writing, of the date they will be commencing the parental leave;
 - c) The employee must give four (4) weeks' written notice of their intention to return to work;
 - d) On return to work the employee is entitled to the same position they held previously – if this position is no longer available the employee is entitled to any vacant similar position on similar pay; and
 - e) Parental leave does not break an employee's continuous service but it does not count as service.
- 35.3 Employees are required to provide a medical certificate nominating the anticipated date of birth or a statutory declaration or (for non-birth related children) other reasonable evidence demonstrating a parental relationship to the child and date of placement of the child.
- 35.4 In cases where both parents are in employment, a statutory declaration setting out leave arrangements made with employees' respective units is required. If the employee is the only parent employed, the statutory declaration should state this.
- 35.5 Except for the provisions in 35.2.2 above, parents may not normally be on parental leave at the same time, in respect of the same children.
- 35.6 Where a public holiday falls during a period of Parental leave, the period of leave will not be extended to compensate for the public holiday, whether the leave is paid or unpaid.
- 35.7 An employee shall normally commence Maternity Leave between four (4) weeks and eight (8) weeks prior to the anticipated date of the birth of their child. Where an employee works the final four (4) weeks prior to the anticipated date of birth of their child, a medical certificate(s) indicating fitness to undertake normal duties may be required. Where an employee needs to commence Maternity Leave earlier than 8 weeks prior to the anticipated date of birth of their child, due to a medical condition, a medical certificate should be provided to allow maternity Leave to commence earlier in accordance with the certificate.
- 35.8 Where an employee seeks to recommence work earlier than six (6) weeks after the date of birth of their child, a medical certificate indicating fitness to undertake duties may be required.
- 35.9 At the completion of a period of paid or unpaid parental leave an employee must return to work in accordance with the following:
- a) If maternity leave has commenced and the child is still born or dies during paid maternity leave, then a further four (4) weeks of maternity leave entitlement shall be able to be taken. The employee may return to work earlier than planned provided eight (8) weeks' notice is provided to Pulse and the employee provides a medical certificate stating that they are fit to return to work.

- b) An employee is entitled to return to the position and work pattern that they held immediately before commencing Parental Leave. If this position no longer exists, Pulse will make available a position comparable in status and pay to that of the employees' former position subject to the provisions relating to management of change elsewhere in this Agreement.
- c) At the end of a period of parental leave, an employee must be available to return to the position and work pattern held immediately prior to commencing parental leave unless:
 - i) They have submitted their resignation with appropriate notice
 - ii) They have written confirmation from Pulse of other agreed arrangements; or
 - iii) The provisions of 35.9 b apply. Should none of the above apply the employee will be deemed to have abandoned their employment and will be notified accordingly.

35.10 Paid Parental Leave

- 35.10.1 A permanent employee with 52 weeks (1 year) continuous paid service who has been granted parental leave as the primary carer will be entitled to 12 weeks of that leave paid at the ordinary rate of pay they earned prior to commencing the leave.
- 35.10.2 Part-time employees entitled to Paid Parental Leave shall receive such entitlement on a pro-rata basis in proportion to the fraction of their employment.

Paid parental leave will be paid as follows as part of the normal pay cycle, no lump sum payments are available:

- i) Payment of the entitlement as part of the normal pay cycle; or
- ii) Payment of the entitlement at half pay in the normal pay cycle.

35.11 Paid Partner Leave

Following the birth or adoption of their child, an employee, who is a partner and not the primary care giver, shall be entitled to access up to five (5) days paid partner leave to provide support to the primary care giver.

35.12 Paid Adoption Leave

An employee who has completed 52 weeks continuous paid service in accordance with sub-clause 35.2.1 and is the primary carer in a legal adoptive situation is entitled to the same entitlements as paid parental leave at sub-clause 35.10 under the following conditions:

- a) The child(ren) has been living with the employee or their partner for a period of less than three (3) months; or
- b) Is not a child or step child of the employee or the partner of the employee

35.13 Paid Foster Parent Leave

- a) An employee acting as the primary care giver of a foster child who is placed into their family for an anticipated period in excess of six (6) months will be entitled to

access up to five (5) days paid Foster Parent Leave from the time that the child enters their care.

- b) Satisfactory evidence will need to be provided to confirm the foster arrangement and the intended period of placement.

35.14 Pre-Natal Leave

An employee who is entitled to maternity leave shall be provided with up to 7.6 hours pre-natal leave to assist in attending the necessary medical appointments. Appointments should be made as close as possible to start or finish of shift to minimise disruption.

36 Personal/Carer's Leave

36.1 Employees entitlement to personal/carers leave under this agreement will be:

- a) Full-time employees accrue 15 days paid leave in the first year of employment and 12 days in each subsequent year. Untaken leave is cumulative.
- b) Part time employees accrue pro rata of 15 days paid leave in the first year of employment and 12 days in each subsequent year. Untaken leave is cumulative.
- c) Casual employees may be absent from work for up to 48 hours (i.e. two days) per occasion. All casual employee personal/carers leave is unpaid.

36.2 Employees are able to take personal/carers leave under the following circumstances:

- a. Because the employee is ill or has been injured.
- b. To care for a member of the employees' immediate family as defined in Clause 5 of this agreement who needs the employees care and support because of illness, injury or unexpected emergency effecting the person.
- c. Personal/carers leave may be taken for part of a single day.

36.3 An employee shall, provide notice of absence to their manager by phone conversation as soon as practicable (which may be a time after the leave has started), and must advise Pulse of the reason for leave and the period, or expected period, of the leave.

36.4 Employees shall provide Pulse any such evidence as Pulse reasonably may desire that they were unable to attend for duty the period of absence claimed.

36.5 An employee must not take carer leave under this subclause where another person has taken leave to care for the same person.

36.6 Unpaid leave for family purpose

- a) An employee may elect, with the consent of Pulse, to take unpaid leave greater than two (2) days per year for the purpose of providing care and support to a class of person set out clause 5 of this agreement above who is ill. All personal leave entitlement must be first exhausted.

37 Special Sick Leave

- 37.1 A maximum of 40 days in total paid special sick leave (pro rata part-time) may be granted in the course of employment, at the discretion of Pulse, to an employee who is terminally or critically ill on an extended period of leave prescribed by a medical certificate. Special sick leave may only be granted after all other leave is exhausted. Special sick leave is non accumulative.
- 37.2 Conditions of Special Sick Leave are that;
- 37.2.1 A specialist medical certificate be provided noting the type of illness, procedure to be undertaken, length of hospitalisation and convalescence with an expected date of return to work.
 - 37.2.2 The certificate must note whether the illness is either critical or terminal for Pulse to decide on the appropriate approval. Pulse will not consider certificates that note 'due to illness is unable to attend work'.
 - 37.2.3 Special sick leave is only granted at the time illness is identified and not an annual benefit as it is recognised that illness such as cancer may be present for a number of years while recovering. Leave outside this clause may be applied for as leave without pay.

38 Compassionate Leave

- 38.1 An employee, other than a casual employee, shall be entitled to up to three days compassionate leave or leave for Sorry business, on each occasion without deduction of pay in the following circumstances
- 38.1.1 For the purposes of spending time with a person who;
 - a. Is a member of the employee's immediate family or a member of the employee's household; and
 - b. Has a personal illness, or injury, that poses a serious threat to his or her life; or
 - c. After the death of a member of the employees immediate family or a member of the employee's household as defined in this agreement.
 - 38.2 The employee must notify Pulse as soon as practicable of the intention to take compassionate leave and will, if required by Pulse provide to their satisfaction proof of illness or death.
 - 38.3 Compassionate leave shall be available to the employee in respect to the death of a person prescribed for the purposes of Personal/Carer's Leave in 38.3.4, provided that for the purpose of compassionate leave, the employee need not have been responsible for the care of the person concerned.
 - 38.4 An employee shall not be entitled to compassionate leave under this clause during any period in respect of which the employee has already been granted other leave.

- 38.5 Compassionate leave or leave for Sorry business may be taken in conjunction with other leave available to the employee. In determining such a request Pulse will give consideration to the circumstances of the employee and the reasonable operational requirements of the business.

39 Blood Donor Leave

If an employee wishes to donate blood, the employee may do so during working hours without the loss of pay provided that;

- 39.1 The time and day selected meet with Pulse's convenience and does not unduly disrupt Pulse operations.
- 39.2 The employee is able to donate blood at a place within 5 walking minutes of the workplace on main campus.
- 39.3 The employee must provide Pulse proof that they have donated blood; and
- 39.4 This entitlement is limited to a maximum of two (2) hours on no more than three (3) occasions in any one year of employment.

40 Emergency Services Leave

40.1 Entitlement

- 40.1.1 A full-time or part-time employee, involved in recognised voluntary services including SES and firefighting shall be entitled to paid time off to attend emergency situations which may affect the community as a whole.
- 40.1.2 Paid time off for attendance at emergencies in the local area shall not be unreasonably restricted nor accessed, and shall be limited to a maximum of three (3) days per situation.
- 40.1.3 Paid time off for attendance to emergencies that are not local shall be limited to a maximum of two (2) days per annum, but may be increased, and depending on the nature of the emergency (e.g.: major bush fire) subject to Pulse's approval.

40.2 Proof of attendance

To receive payment, an employee shall provide Pulse proof of attendance at the emergency situation.

41 Natural Disaster Leave

- 41.1 Where a “yellow alert” is announced for cyclones or where flooding or fires pose a genuine threat to an employee’s property or creates a need for an employee to care for their children, employees will be permitted to leave work or arrive as soon as possible.
- 41.2 In such circumstances, employees will be able to access up to three (3) days per year, non-cumulative paid leave and return to work as soon as able.

42 Defence Force Leave

- 42.1 A full-time or part-time employee shall be allowed leave of up to two (2) weeks maximum per calendar year to attend Defence Forces Reserve approved training camps.
- 42.2 During such leave full-time or part-time employees who are required to attend full-time training shall be paid an amount equal to the difference between the payment received in respect of their attendance at the camp and the amount of ordinary time earnings they would have received for working ordinary time for that period.
- 42.3 To receive payment an employee shall provide Pulse proof of attendance, proof of Defence Forces Reserve rate of pay and total payment received for the time spent in training.
- 42.4 Employees seeking to take Defence Force Service leave must provide notice to Pulse at least one month prior to the period of training. The notice should detail the start and finish dates for the training.
- 42.5 Ordinary time earnings for the purposes of this clause does not include other allowances, penalty payments and overtime payments as provided for in this agreement.

43 Family and Domestic Violence Leave

Leave to deal with Family and Domestic Violence

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

43.2 Definitions

- a) In this clause:

Family and domestic violence means violent, threatening or other abusive behaviour by a family member of an employee that seeks to coerce or control the employee and that causes them harm or to be fearful of harm.

Family member means:

- i) A spouse, de facto partner, child, parent, grandparent, grandchild or sibling to the employee; or

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

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

43.3 Entitlement to paid leave

An employee is entitled to five (5) days' paid leave to deal with family and domestic violence, as follows:

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

Note:

1. A period of leave to deal with family and domestic violence may be less than a day by agreement between the employee and the employer.
2. The employer and employee may agree that the employee may take more than 5 days' leave to deal with family and domestic violence. Any leave exceeding five (5) days will be unpaid.

43.4 Taking unpaid leave

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

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

Note: the reasons for which an employee may take leave include making arrangements for their safety or the safety of a family member (including relocation), attending urgent court hearings, or accessing police services.

43.4 Service and continuity

The time an employee is on unpaid leave to deal with family and domestic violence does not count as service but does not break the employee's continuity of service.

43.5 Notice and evidence requirements

- a) Notice

An employee must give their employer notice of the taking of leave. The notice:

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

b) Evidence

An employee who has given notice of the taking of leave must give Pulse evidence that would satisfy a reasonable person that the leave is taken for the purpose specified in clause 43.4.

Note: Depending on the circumstances such evidence may include a document issued by the police service, a court or a family violence support service, or a statutory declaration.

43.7 Confidentiality

- a) Employers must take steps to ensure information concerning any notice an employee has given, or evidence an employee has provided under clause 43.6 is treated confidentially, as far as it is reasonably practicable to do so.
- b) Nothing in clause 43 prevents an employer from disclosing information provided by an employee if the disclosure is required by an Australian law or is necessary to protect the life, health or safety of the employee or another person.

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

43.8 Compliance

An employee is not entitled to take leave under clause 43 unless the employee complies with clause 43.

44 Jury Service

- 44.1 A full-time or part-time employee shall be paid for up to ten (10) days of absence during any period when required to attend for jury service.
- 44.2 An employee shall provide proof of requirement to attend jury service, proof of attendance at jury service and proof of Government payment for jury service.
- 44.3 An employee will provide Pulse notice of requirement to attend jury service as soon as practicable after receiving notification that they are required.
- 44.4 Payment while on jury service will be the difference between the amounts paid for attendance at jury service and a team member's ordinary rate of pay for the period of attendance in accordance with 44.1.

Part 7 – Miscellaneous

45 Professional Development, Training & Planning

- 45.1 Employees are responsible for ensuring that they are aware of new developments in early childhood education. However, the parties recognise that continuing professional development of Early Childhood educators is a joint responsibility of both Pulse and the employee.
- 45.2 Pulse may request an employee attend any course in and/or after hours relating to professional development, training and planning. An employee cannot unreasonably refuse to attend such courses, provided that payment or TIL is offered or the employee is rostered to attend the training within normal hours.

46 First Aid, Asthma & Anaphylaxis Training

- 46.1 Employees who are required to obtain and maintain approved first aid, asthma and anaphylaxis qualifications will be granted paid leave to attend these courses, or when a course is in the employees own time, employees will receive time in lieu at ordinary rates for course attendance time.
- 46.2 Employees will make every effort to attend programmed training of courses, the cost of these courses will be met by the employer. In the event the employee is unable to attend the scheduled training, the employer will provide opportunities to attend alternative training available.

47 Meetings & Activities

- 47.1 An employee may be required to attend up to a maximum of two hours per month for the purpose of team meetings, training and other duties not including the supervision of children. Such hours accrued will be paid as overtime in accordance with Clause 24 or taken as TIL in accordance with Clause 30 - Time In Lieu of Overtime at Pulse's discretion. Pulse will reasonably consider a team members request for TIL based on personal circumstances. Part-time employees may be required to attend the same meetings outside of ordinary hours on a pro rata basis.
- 47.2 Any hours required to be worked in excess of those specified above will be paid in accordance with the overtime clause contained in this agreement.

48 Savings

- 48.1 An employee employed at the time of making this agreement receiving a greater level of personal leave than that contained in Clause 36 of this agreement shall retain their current level of personal leave accrued entitlement.

49 Exhibition of Agreement in Workplace

48.1 Pulse will make this agreement accessible to employees through the Pulse Employee Website or hard copy upon request.

50 Union Matters

49.1 Pulse will provide space on notice boards for Union business.

51 Signatories

A. Maccioni

Alfonso Maccioni
Chief Executive Officer
UOW Pulse Ltd

A person duly authorised by the employer to sign
on the employer's behalf
Northfields Avenue
WOLLONGONG NSW 2500

17. 3. 2022

Date

G. Kelio

WITNESS
Name: Georgina Kelio
Position: People & Culture Manager
Address: 1 Northfields ave. wollongong

17/3/22

Date

R. Bartlett

For and on behalf of
Kids Uni Employees
Name: Rebecca Bartlett
Position: Diploma Educator
Address: 1 Northfields ave Wollongong

18/3/22

Date

N. Costanzo

WITNESS
Name: Nicholle Costanzo
Position: People + Culture Business Partner
Address: 1 Northfields Ave, Wollongong

18/3/22

Date

N/A

For and on behalf of
Independent Education Union
Name:
Position:
Address:

Date

N/A

WITNESS

Name:
Position:
Address:

Date



24/03/2022

For and on behalf of
United Workers Union NSW
Name: Sam Roberts
Position: Director
Address: 833 Bourke Street DOCKLANDS VIC 3008

Date



24/03/2022

WITNESS
Name: Yasmin Green
Position: Lead Industrial Administration Officer
Address: c/- 833 Bourke Street DOCKLANDS VIC 3008

Date

Schedule A – Rates of Pay

TABLE 1 – RATES OF PAY

The following minimum rates shall apply from the beginning of the first full pay period specified in each column respectively:

Childcare Educators

Position	Level	March 2022 6%		July 2022 3%		March 2023 3%		March 2024 2%		March 2025 1%	
		Hourly Rate	Weekly Rate	Hourly Rate	Weekly Rate	Hourly Rate	Weekly Rate	Hourly Rate	Weekly Rate	Hourly Rate	Weekly Rate
Childcare Support Worker	CSW11	\$22.05	\$837.90	\$22.71	\$862.98	\$23.39	\$888.82	\$23.86	\$906.68	\$24.10	\$915.80
Unqualified Cook	UQC11	\$22.05	\$837.90	\$22.71	\$862.98	\$23.39	\$888.82	\$23.86	\$906.68	\$24.10	\$915.80
Qualified Cook	QC12	\$25.09	\$953.42	\$25.84	\$981.92	\$26.62	\$1,011.56	\$27.15	\$1,031.70	\$27.42	\$1,041.96
Childcare Educator (not programming) <i>Certificate III</i>	CCW21	\$24.12	\$916.56	\$24.84	\$943.92	\$25.59	\$972.42	\$26.10	\$991.80	\$26.36	\$1,001.68
	CCW22	\$24.28	\$922.64	\$25.01	\$950.38	\$25.76	\$978.88	\$26.28	\$998.64	\$26.54	\$1,008.52
	CCW23	\$24.46	\$929.48	\$25.19	\$957.22	\$25.95	\$986.10	\$26.47	\$1,005.86	\$26.73	\$1,015.74
Childcare Educator Advanced (programming) <i>Certificate III</i>	CCW31	\$25.09	\$953.42	\$25.84	\$981.92	\$26.62	\$1,011.56	\$27.15	\$1,031.70	\$27.42	\$1,041.96
	CCW32	\$25.96	\$986.48	\$26.74	\$1,016.12	\$27.54	\$1,046.52	\$28.09	\$1,067.42	\$28.37	\$1,078.06
	CCW33	\$26.78	\$1,017.64	\$27.58	\$1,048.04	\$28.41	\$1,079.58	\$28.98	\$1,101.24	\$29.27	\$1,112.26
Childcare Educator Advanced Qualified <i>Diploma</i>	CCW34	\$27.57	\$1,047.66	\$28.40	\$1,079.20	\$29.25	\$1,111.50	\$29.84	\$1,133.92	\$30.14	\$1,145.32
	CCW41	\$29.55	\$1,122.90	\$30.44	\$1,156.72	\$31.35	\$1,191.30	\$31.98	\$1,215.24	\$32.30	\$1,227.40
	CCW42	\$30.01	\$1,140.38	\$30.91	\$1,174.58	\$31.84	\$1,209.92	\$32.48	\$1,234.24	\$32.80	\$1,246.40
Coordinator	CCW43	\$30.50	\$1,159.00	\$31.42	\$1,193.96	\$32.36	\$1,229.68	\$33.01	\$1,254.38	\$33.34	\$1,266.92
	CCW44	\$31.96	\$1,214.48	\$32.92	\$1,250.96	\$33.91	\$1,288.58	\$34.59	\$1,314.42	\$34.94	\$1,327.72
COORD		\$35.01	\$1,330.38	\$36.06	\$1,370.28	\$37.14	\$1,411.32	\$37.88	\$1,439.44	\$38.26	\$1,453.88

Teachers

Position	Level	March 2022 7%		July 2022 4%		March 2023 4%		March 2024 3%		March 2025 1%	
		Hourly Rate	Weekly Rate	Hourly Rate	Weekly Rate	Hourly Rate	Weekly Rate	Hourly Rate	Weekly Rate	Hourly Rate	Weekly Rate
Early Childhood Teacher (Provisional)	Level 1	\$34.37	\$1,306.06	\$35.74	\$1,358.12	\$37.17	\$1,412.46	\$38.29	\$1,455.02	\$38.67	\$1,469.46
Early Childhood Teacher (Proficient)	Level 2	\$37.57	\$1,427.66	\$39.07	\$1,484.66	\$40.63	\$1,543.94	\$41.85	\$1,590.30	\$42.27	\$1,606.26
Early Childhood Teacher (Proficient after 3 years' satisfactory service at Lvl 2)	Level 3	\$40.90	\$1,554.20	\$42.54	\$1,616.52	\$44.24	\$1,681.12	\$45.57	\$1,731.66	\$46.03	\$1,749.14
Early Childhood Teacher (Proficient after 3 years' satisfactory service at Lvl 3)	Level 4	\$44.23	\$1,680.74	\$46.00	\$1,748.00	\$47.84	\$1,817.92	\$49.28	\$1,872.64	\$49.77	\$1,891.26
Highly Accomplished/Lead Teacher	Level 5	\$47.56	\$1,807.28	\$49.46	\$1,879.48	\$51.44	\$1,954.72	\$52.98	\$2,013.24	\$53.51	\$2,033.38

TABLE 2 – ALLOWANCES

Allowance	March 2022	July 2022	March 2023	March 2024	March 2025
	3% increase	3% increase	3% increase	3% increase	3% increase
Split Shift Allowance (per day)	\$17.89	\$18.43	\$18.98	\$19.55	\$20.14
Educational Leader (per hour)	\$1.95	\$2.01	\$2.07	\$2.13	\$2.19
Room Leader (per hour)	\$0.50	\$0.52	\$0.54	\$0.56	\$0.58
	2.5% increase	2.5% increase	2.5% increase	2.5% increase	2.5% increase
Directors Allowance (per annum)	\$8,914.78	\$9,137.65	\$9,366.09	\$9,600.24	\$9,840.25

Schedule B – Training Wage

Please refer to the *Children’s Services Award 2010*