



The Benevolent Society Enterprise Agreement 2016 - 2019

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PART 1 – Application and Operation

1. Title

This Agreement will be known as The Benevolent Society Enterprise Agreement 2016 – 2019 (**Agreement**).

2. Commencement and Operation

This Agreement will commence operation on the first day of the first full pay period which commences 7 days after the date on which it is approved by the Fair Work Commission (**Commencement Date**).

3. Nominal Expiry Date

3.1 The nominal expiry date of this Agreement will be 30 June 2019 (**Nominal Expiry Date**).

4. Application and Coverage

4.1 This Agreement covers:

- (a) The Benevolent Society ABN 95 084 695 045 of Level 1, 188 Oxford Street, Paddington, NSW 2021 (**TBS**);
 - (b) TBS employees who would otherwise be covered by an Award who are employed in the position classifications contained in schedule 1 of this Agreement **other than employees**:
 - (i) who work at TBS's Head Office, currently located at level 1, 188 Oxford Street Paddington, New South Wales;
 - (ii) who are Head Office Employees;
 - (iii) who are Managers;
 - (iv) who are Practice Support Managers; or
 - (v) who are employed by TBS in a position more senior than a Team Leader.
 - (c) Subject to the Australian Services Union (**ASU**), United Voice and/or the Independent Education Union (**IEU**) notifying the Fair Work Commission in writing under section 183 of the Act that they wish to be covered by the Agreement, the ASU, United Voice and/or the IEU.
- 4.2 Six months before the Nominal Expiry Date, TBS will enter into discussions with employees regarding a replacement enterprise agreement.
- 4.3 This Agreement operates in place of any Award (or any other modern award) or industrial instrument which might otherwise apply to an employee, unless expressed otherwise within this Agreement.

4.4 An employee's Ordinary Rate of pay on the Commencement Date will not be reduced as a result of the commencement of this Agreement.

5. Definitions

5.1 In this Agreement, unless the contrary intention appears:

Act means the *Fair Work Act 2009* (Cth) as amended or replaced from time to time.

Administrative Employee means an employee classified under an Administrative Classification as set out in Schedule 1.

Agreement means The Benevolent Society Enterprise Agreement 2016 - 2019.

Approved Superannuation Fund means:

- Health Employees' Superannuation Trust Australia (H.E.S.T.A.); or
- any complying superannuation fund that is a MySuper fund nominated by an employee and agreed to by TBS. TBS will not unreasonably withhold agreement unless it establishes good and proper reasons for withholding agreement.

Award means the:

- Social, Community, Home Care and Disability Services Industry Award 2010;
- Children's Services Award 2010;
- Educational Services (Teachers) Award 2010; and/or
- Aged Care Award 2010.

Continuous Service has the meaning given to it in section 22 of the Act.

Child and Family Employee means an employee classified in a Child and Family Classification as set out in Schedule 1.

Client Service means the provision of services by TBS under a named and identified Funding arrangement.

Disability Support Services means work undertaken by Home Support Employees for people with a disability.

Early Childhood Employee means an employee who works in a TBS Preschool and who is classified as an Early Childhood Employee as set out in Schedule 1.

FWC means the Fair Work Commission.

Head Office Employee means a TBS employee who provides services that support the whole of TBS and who ultimately report to a person in the following positions (or their replacement) or one of their direct reports:

- the Executive Director People Learning and Culture; or
- the Executive Director Finance and Corporate Services;
- the Executive Director Business Development; and
- the Executive Director of Strategic Engagement, Research and Advocacy.

Immediate Family means:

- a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the employee; or
- a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee.

Home Support Employee means an employee classified in a Home Support Classification as set out in Schedule 1.

HRBP means a TBS Human Resources Business Partner.

Kindergarten means a sessional early childhood education and care centre providing an approved program for children aged between 2 to 5 years old. It is open for up to 6.5 hours a day and operates for up to 41 weeks a year. It usually operates during hours and terms which approximate those of a recognised school and is commonly referred to at TBS as a supported pre-school in NSW, or a sessional kindergarten in Queensland.

Long Day Care Centre means a childcare establishment operated by TBS which provides services over a period of approximately 8 hours or more each day for approximately 48 weeks or more during the year for children aged between 6 weeks and 6 years.

Manager means a TBS manager who is in charge of a Client Service. It does not include team leaders.

Maximum Term Contract means an employment contract under which an employee's employment will end on a specified date or at some earlier date in accordance with the contract's terms.

NES means the National Employment Standards as contained in the Act as amended from time to time.

Nominal Term means the term of this Agreement from the Commencement Date until the Nominal Expiry Date.

Ordinary Rate of Pay means the rate payable to an employee under schedule B for the employee's classification.

Preschool means a Kindergarten or Long Day Care Centre.

Regulations mean the Fair Work Regulations 2009.

Rotating Roster means a roster in which an employee is rostered to work variable hours from week to week.

School Education Weeks of the Year means the school education weeks of the year as gazetted or recognised in the relevant State or Territory.

Service means “Service” as defined in section 22 of the Act.

Shiftworker means an Employee who is engaged to do shiftwork in accordance with clause 30 of this Agreement.

Teacher means an employee who classified as a Teacher in a teaching classification as set out in Schedule 1 and who works in a Preschool.

6. **Access to the Agreement and the NES**

TBS will take reasonable steps to ensure that copies of this Agreement and the NES are available to all employees either on a noticeboard which is conveniently located at or near the workplace or through electronic means, whichever makes them more accessible.

7. **The NES**

7.1 The NES are a set of minimum employment entitlements set out in the Act. As a matter of law the NES:

- (a) apply to employees covered by this Agreement, except where this Agreement provides a more favourable outcome; and
- (b) prevail over any term of this Agreement to the extent that the effect of the term is detrimental to an employee, in any respect, when compared to an entitlement of the employee under the NES.

7.2 When this Agreement refers to a condition of employment provided for in the NES, the NES definition applies.

8. **Individual Flexibility Arrangement**

8.1 TBS and an employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the application of terms of this Agreement to meet the genuine needs of TBS and the employee. The terms of the Agreement which may be varied by the individual flexibility arrangement are:

- (a) arrangements for when work is performed;
- (b) overtime rates;
- (c) penalty rates;

- (d) allowances; and
- (e) leave loading.

8.2 The decision to enter into the arrangement must be genuinely agreed to by TBS and the employee.

8.3 TBS must ensure that the terms of the individual flexibility arrangement:

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

8.4 TBS must ensure that the individual flexibility arrangement:

- (a) is in writing;
- (b) includes the name of TBS and the employee and is signed by a TBS Director, Operations or equivalent and an HR Business Partner or equivalent and the employee or, if the employee is under 18 years of age, signed by a parent or guardian of the employee;
- (c) includes details of:
 - (i) the terms of the Agreement that will be varied by the arrangement;
 - (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 their employment as a result of the arrangement; and
- (d) states the day on which the arrangement commences.

8.5 TBS must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

8.6 TBS or the employee may terminate the individual flexibility arrangement:

- (a) by giving 4 weeks' written notice to the other party to the arrangement in which case the arrangement will cease to operate at the end of the notice period; or
- (b) if TBS and the employee agree in writing, at any time.

8.7 The right to make an individual flexibility arrangement under this clause is in addition to, and is not intended to otherwise affect, any provision for an agreement between TBS and an individual employee contained in any other term of this Agreement.

PART 2 - Consultation and Dispute Resolution

9. Duty to notify regarding major workplace change

- 9.1 If TBS has made a definite decision to introduce major changes in production, programme, organisation, structure or technology that are likely to have significant effects on employees covered by this Agreement, TBS must notify the employees who may be affected by the proposed changes, and/or their workplace representatives if any. If the workplace representative is not covered by this Agreement, in order for TBS to notify the workplace representative, the employee whom they represent must have informed TBS of the workplace representative in writing.
- 9.2 "Significant effects" include termination of employment, major changes in the composition, operation or size of TBS's workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure, the alteration of hours of work, the need for retraining or transfer of employees to other work or locations and the restructuring of jobs.
- 9.3 An employee who may be affected by major change under this clause may appoint a union or a person of their choice to represent them.

10. **TBS's Duty to Discuss Change**

- 10.1 TBS will discuss with the employees affected and their workplace representatives, if any, the introduction of the changes referred to in clause 9 of this Agreement:
 - (a) the effects the changes are likely to have on employees; and
 - (b) measures to limit or mitigate the adverse effects of such changes on employees; and
 - (c) will give prompt consideration to matters raised by the employees and/or their workplace representatives in relation to the changes.
- 10.2 The discussion will commence as early as is practical after a definite decision has been made by TBS to make the changes referred to in clause 9.
- 10.3 For the purpose of the discussions referred to in clause 10.1:
 - (a) TBS will provide in writing to the employees concerned and their representatives, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees;
 - (b) However, TBS will not be required to disclose confidential information the disclosure of which would adversely affect TBS.

11. **Consultation about Changes to Rosters or Hours of Work**

- 11.1 If TBS proposes to change an employee's regular roster or ordinary hours of work, TBS will consult with the employee or employees affected and their representatives, if any, about the proposed change.

- 11.2 An employee who is affected by a change in their regular roster or ordinary hours of work may appoint a union or a person of their choice to represent them.
- 11.3 In consulting with an employee under clause 11.1, TBS will:
- (a) provide to the employee or employees affected and their representatives, if any, all relevant information about the proposed change, however, TBS will not be required to disclose confidential information the disclosure of which would adversely affect TBS;
 - (b) invite the employee or employees affected to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities);
 - (c) commence the consultation as early as is practical; and
 - (d) give prompt consideration to any views about the impact of the proposed change raised by the employee or employees concerned and/or their representatives.
- 11.4 The requirement to consult under this clause does not apply where an employee has irregular, sporadic or unpredictable working hours.

12. **Dispute Resolution**

- 12.1 If a dispute relates to:
- (a) a matter arising under this Agreement; or
 - (b) the NES;
- this clause sets out procedures to settle the dispute.
- 12.2 Either TBS or an employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this clause.
- 12.3 An employee who has a dispute in relation to this Agreement or the NES must notify TBS, and in particular, their Team Leader, Deputy Manager or Manager, of the dispute in writing. That person will at first instance try to resolve the dispute at the workplace level.
- 12.4 If the parties have taken the step in clauses 12.3 and the dispute is still not resolved, a party to the dispute may refer the matter in writing to the employee's HRBP who will try to resolve the dispute with the parties concerned.
- 12.5 If the parties have taken the steps in clauses 12.3 and 12.4 and the dispute is still not resolved, a party to the dispute may refer the matter in writing to TBS's Employment Relations Manager (or their delegate)..
- 12.6 The Employment Relations Manager (or their delegate) and the employees concerned must try to resolve the dispute by discussing the issues raised in the dispute.
- 12.7 If the parties have taken the steps in clause 12.3 to 12.6 and the dispute is still not resolved, a party to the dispute may refer the matter in writing to the FWC.
- 12.8 The FWC will deal with the dispute in 2 stages:

- (a) The FWC will first attempt to resolve the dispute as it considers appropriate including by conciliation, expressing an opinion or making a recommendation; and
- (b) if the FWC is unable to resolve the dispute at the first stage, provided the dispute is not a dispute about clauses 16, 17, 24 and 50 of this Agreement, the FWC will then:
 - (i) arbitrate the dispute; and
 - (ii) make a determination that is binding on the parties.
- (c) for the purposes of this clause a determination by the FWC, as set out in clause 12.8(b) is a decision for the purposes of Division 3, Part 5.1 of the FW Act. Therefore either party may apply to the FWC to appeal the decision in accordance with the appeal provisions in the Act.

12.9 While the parties are trying to resolve the dispute using the procedure in this clause:

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

PART 3 – Types of employment and Termination of Employment

13. Types of Employment

13.1 Employees covered by this Agreement will be employed in one of the following categories:

- (a) full-time;
- (b) part-time; or
- (c) casual;

13.2 Full-time and part-time employees will be employed on either a maximum term or an ongoing basis.

13.3 TBS will only engage employees on Maximum Term Contracts:

- (a) if the employee is engaged as a Teacher, for a minimum of 4 weeks and for a maximum of 12 months to:
 - (i) undertake a specified project for which funding has been made available;

- (ii) undertake a specified task which has a limited period of operation; or
- (iii) replace an employee who is on leave, performing other duties temporarily, or whose employment has terminated after the commencement of the school year. If the replacement arrangement extends beyond 12 months, the maximum term employment may be extended for up to a further 12 months.

- (b) subject to clause 13.4, in any other classification, for a maximum of 24 months or a longer period as agreed with the employee. After 24 months, (or such longer period agreed with the employee), the Maximum Term Contract will either end in accordance with its terms, or if TBS still requires the employee's services, TBS will offer the employee employment on an ongoing basis.

13.4 Subject to clause 13.5, if an employee is employed on a Maximum Term Contract at the Commencement Date, and has been employed for a continuous period of 2 years or more on the Commencement Date, TBS will give the employee the opportunity to convert to employment on an ongoing basis on the earlier of:

- (a) the termination date of their Maximum Term Contract; or
- (b) the date that is 6 months after the Commencement Date.

13.5 Clause 13.4 does not apply to employees who are working in a genuine relief position. For example it does not apply to an employee employed on a Maximum Term Contract to fill a position while another employee is on parental leave, or to fill a position for the purpose of another employee's extended illness or injury. It does not prevent TBS from offering one employee multiple maximum term contracts where each maximum term contract is for a distinct period of relief work.

13.6 At the time of engagement TBS will advise each employee, in writing, of:

- (a) the anticipated start date of employment;
- (b) whether they are being employed on a full-time, part-time, or casual basis;
- (c) the employee's classification under this Agreement;
- (d) the employee's rate of pay on commencement of employment;
- (e) the basis of the employee's employment and in particular if the employee is being employed as a Shiftworker as defined in clause 30; and
- (f) whether they are being employed on a Maximum Term Contract, in which case it will also include:
 - (i) the anticipated last day of the Maximum Term Contract; and
 - (ii) if the employee is engaged as a Teacher, the reason for employment on a Maximum Term Contract.

- 13.7 TBS may direct an employee to carry out any duties as are within the limits of the employee's skill, competence and training.
14. **Full-time employment**
- 14.1 A full-time employee is an employee who is engaged to work an average of 38 hours per week pursuant to clauses 31.1(c) or 32.2 of this Agreement.
15. **Part-time employment**
- 15.1 A part-time employee is an employee who is engaged to work less hours per week than a full-time employee, and receives, on a pro-rata basis, equivalent pay, and conditions to those of full-time employees who are in the same classification.
- 15.2 A part-time employee may be engaged to work a fixed roster (**Fixed Roster Part-Time Employee**) or a variable roster to meet flexibility in the delivery of services to clients (**Variable Roster Part-Time Employee**).
- 15.3 At the time of engagement of a Fixed Roster Part-Time Employee, TBS and the employee will agree in writing on a regular pattern of work, specifying:
- (a) the employee's starting and finishing times each day.
 - (b) the number of hours to be worked each week; and
 - (c) which days of the week the employee will work.
- 15.4 At the time of engagement of a Variable Roster Part-Time Employee, TBS and the employee will agree in writing on:
- (a) the minimum number of hours to be worked each week;
 - (b) which days of the week the employee is available to work; and
 - (c) the earliest and latest time the employee is available to work on any particular day.
- 15.5 TBS will not roster a part-time employee who is:
- (a) a Home Support Employee for less than 1 hour on any shift; and
 - (b) not a Home Support Employee, for less than 2 consecutive hours on any shift.
- 15.6 Any change to a part-time employee's terms of engagement as set out in clauses 15.3 or 15.4 must be agreed to between TBS and the employee and set out in writing.
- 15.7 If TBS engages an employee as a Teacher to work for more than 90% of the hours of a full-time employee, but less than an average of 38 hours per week, the employee will be considered to be a full-time employee unless the employee requests to work above 90% of full-time hours, but less than 38 hours per week, in which case they will not be considered to be a full-time employee but will be paid for the actual hours worked.
- 15.8 Despite clauses 15.3 or 15.4, if an employee is an Early Childhood Employee and is directed by TBS to work in excess of their normal hours:

- (a) they will be paid at ordinary time for up to 8 hours of work on any day provided that the additional time worked is during the ordinary hours of operation of the early childhood service; and
- (b) any part-time employee working in excess of 8 hours on any day will be paid overtime in accordance with the rates prescribed in clause 47 of this Agreement.

16. **Increase to a Part-Time Employee's hours**

- 16.1 A part-time employee who consistently works more than their specified minimum ordinary hours of work, over a 6 month period, may request an increase to their minimum ordinary hours.
- 16.2 Subject to TBS's business needs, TBS will not unreasonably withhold agreement to increase a part-time employee's minimum ordinary hours.
- 16.3 In making its decision, TBS will take into account the following:
 - (a) the operational requirements of the Client Service where the part-time employee has worked;
 - (b) whether the additional hours were due to a temporary staffing gap, such as the employee covering a period of leave (for example, parental leave, long service leave, or an extended period of leave due to injury or illness); or
 - (c) whether the increased hours was due to a temporary need for extra hours, for example, due to a temporary increase in the client's care needs.
- 16.4 TBS will notify the employee of its decision, in writing, within 14 days of the request under clause 16.1 being made, and if the request is denied, will outline the reasons for the decision. If TBS agrees to the request, TBS and the part-time employee will agree on the increased hours. If an agreement cannot be reached, TBS will have the final say as to the new hours of work of the employee.

17. **Casual employment**

- 17.1 A casual employee is an employee engaged and paid as such by TBS.
- 17.2 A casual employee not engaged as a Teacher must be paid at the hourly rate prescribed for a full-time employee who is the same classification level, plus a casual loading of 25% of that hourly rate. A casual employee engaged as a Teacher must be paid at the hourly rate as set out in Schedule 3.
- 17.3 A casual employee will be paid a minimum of:
 - (a) 3 hours for each engagement for Child and Family Employees; and
 - (b) 2 hours for all other employees.

- 17.4 If a casual employee works in excess of 10 hours on any 1 day or shift or 76 hours in a fortnight, the employee will receive the penalties specified in clause 47, Overtime.
- 17.5 A casual employee will only be engaged as a Teacher for:
- (a) a maximum of 4 consecutive weeks, or in the case of an employee working in a Kindergarten, 4 consecutive term weeks; or
 - (b) by agreement between TBS and the employee, a period of 10 consecutive weeks, unless the employee performs work in a Kindergarten, in which case the employee may be engaged for up to 1 school term.
- 17.6 A casual employee, who has worked on a regular and systematic basis over a period of 26 weeks, may make a request to their Manager in writing, to convert to full-time or part-time employment on an ongoing basis (**Conversion Request**).
- 17.7 A casual employee cannot make a Conversion Request under clause 17.6 if they work on an irregular basis or have been engaged to perform work on an occasional or non-systematic or irregular basis.
- 17.8 If an employee provides TBS with a Conversion Request, TBS must notify the employee within 14 days of receiving the Conversion Request whether it is accepted or declined.
- 17.9 In reviewing a Casual employee's Conversion Request TBS will consider:
- (a) the operational requirements of the Client Service where the employee has worked;
 - (b) whether the regular and systematic pattern of work was due to a temporary staffing gap, such as the employee covering a period of leave (for example, parental leave, long service leave, or an extended period of leave due to injury or illness); or
 - (c) whether the regular and systematic pattern of work was due to a temporary need for extra hours, for example, due to a temporary increase in the care needs of a client.
- 17.10 If TBS agrees to a Conversion Request, TBS and the casual employee must discuss and agree on:
- (a) whether the employee will convert to full-time or part-time employment; and
 - (b) if the employee converts to part-time employment, the details of that employment in accordance with clause 15.2 or 15.3.
- 17.11 If, in accordance with clause 17.8, TBS refuses a Conversion Request, TBS will provide the casual employee with the reasons it has declined the request and discuss those reasons with the employee.
- 17.12 Once a casual employee has elected to become and has been converted to a full-time or part-time employee, the employee may only revert to casual employment by written agreement with TBS.

18. **Probity Screening**

- 18.1 All potential employees must satisfactorily complete:
- (a) police checks, Working with Children Checks (if applicable to their role) and any other checks which TBS considers are necessary to meet its obligations under relevant legislation;
 - (b) a Prohibited Employment Declaration or any other similar declaration required by TBS; and
 - (c) any other forms and checks, including reference checks, to the satisfaction of TBS.
- 18.2 Employees will be subject to ongoing Police Checks and any other checks required so that TBS can meet its obligations under all appropriate legislation and in alignment with organisational risk assessment. Continued employment will be conditional on the outcome of these checks being satisfactory to TBS.
- 18.3 TBS will not employ or continue to employ a person who is the subject of a police recommendation against employment or who is prohibited under relevant legislation from working with a TBS client, or who TBS assesses as posing a level of risk to clients.
- 18.4 TBS will pay for the checks and other screening required in this clause.
- 19. Termination of Employment without Notice**
- 19.1 TBS may at any time terminate any employee's employment, without payment and effective immediately, if in TBS's reasonable opinion, the employee commits an act or omission amounting to serious misconduct, including but not limited to:
- (a) committing theft, fraud or assault in connection with the employee's employment;
 - (b) being intoxicated at work, as defined in regulation 1.07 of the Regulations;
 - (c) being charged with any serious criminal offence which results in them failing the requirement to satisfactorily pass working with children and criminal checks as set out in clause 18.2, in circumstances which prevent the employee performing the inherent requirements of their role;
 - (d) failing or refusing to comply with any lawful and reasonable direction given to the employee by TBS that is consistent with the employee's contract of employment;
 - (e) engaging in conduct causing a serious and imminent risk to the health and/or safety of the employee or others while at work; engaging in conduct causing risk to the reputation, business, or viability of TBS; or
 - (f) otherwise engaging in conduct which is inconsistent with the continuation of the employee's employment with TBS.
- 19.2 TBS may suspend an employee with pay while investigating any matter that TBS reasonably believes could lead to TBS exercising its rights to terminate the employee's employment or taking other disciplinary action.

20. **Notice of termination by TBS**

20.1 Unless TBS terminates the employment of an employee without notice under clause 19, TBS may terminate an employee's employment, including an employee engaged under a Maximum Term Contract but excluding a casual employee, by giving:

- (a) for an employee engaged as a Team Leader, 4 weeks' notice in writing ;
- (b) for an employee engaged as a Teacher, 4 weeks' notice in writing. For an employee engaged as a Teacher working in a Kindergarten any period which is not a Kindergarten term week will be disregarded for the purpose of the notice period; and
- (c) one additional week's notice for employees covered by 20.1(a) and 20.1(b) if an employee is over 45 years old and has completed at least 5 years of Continuous Service with TBS at the end of the day the notice is given;
- (d) for other employees, the following notice periods in writing.

Length of continuous Service at the end of the day on which notice is given	Notice period	Notice if employee is over 45 years old at the end of the day the notice is given
Not more than 1 year	1 week	1 week
More than 1 year but not more than 2 years	2 weeks	2 weeks
More than 2 years but not more than 3 years	2 weeks	3 week
More than 3 years but not more than 5 years	3 weeks	4 week
More than 5 years	4 weeks	5 weeks

20.2 TBS may terminate the employment of a casual employee by giving the employee notice in writing effective immediately.

20.3 TBS may pay an employee their salary in lieu of providing part or all of the notice period set out in this clause.

Note: Clause 65 details how the salary of a Teacher should be calculated for these purposes.

21. **Notice of termination by an employee**

21.1 An employee may terminate their employment with TBS by giving the same period of notice as is set out at clause 20.1 above. However, the employee is not required to give TBS the additional week's notice if the employee is over 45 years' old.

- 21.2 If an employee owes an amount to TBS, and the amount owed is set out in a written agreement, TBS may deduct any outstanding amount from monies due to the employee on termination.
- 21.3 If an employee fails to give TBS the required notice under this clause, TBS may withhold from any monies due to the employee on termination, an amount not exceeding the amount the employee would have been paid under this Agreement in respect of the period of notice required by this clause had the employee worked out the notice period, less any period of notice actually given by the employee.

22. **Job search entitlement on termination**

- 22.1 When TBS gives notice of termination to an employee in accordance with clause 20.1, it will allow the employee up to 8 hours time off without loss of pay for the purpose of seeking other employment provided that this clause will not apply if the employee has been given notice of termination for reasons of redundancy under clause 24. The time off is to be taken at times that are agreed to by TBS and the employee.

23. **Statement of Service**

- 23.1 Except in the circumstances set out in clause 19, Termination without notice, if an employee requests a statement of service from TBS on termination of employment from TBS, TBS will provide a statement of service setting out:
- (a) in the case of a full-time or part-time employee, the commencement and cessation dates of employment (for all employees other than casual employees); or
 - (b) in the case of a casual employee the first day and last date that the employee worked for TBS;
 - (c) in the case of an employee engaged as a Teacher, the average hours worked each week by the employee during that period.
- 23.2 If a casual employee engaged as a Teacher requests, TBS will indicate on the employee's service card, the employee's length of Service with TBS.

24. **Redundancy**

- 24.1 If TBS decides, for operational reasons that it no longer requires a position held by an employee, other than a casual employee or an employee on a Maximum Term Contract, to be performed by any employee, the position will be made redundant and, unless the employee can be redeployed into another role, TBS will terminate the employment of the employee working in that position. In those circumstances TBS will give the employee notice of termination (or pay in lieu of notice) in accordance with clause 20.1 and will pay the employee

the following redundancy pay, or the NES entitlement to redundancy pay, whichever is the higher.

Years of continuous Service	Redundancy pay
At least 1 year but less than 2 years	4 weeks' pay
At least 2 years but less than 3 years	6 weeks' pay
At least 3 years but less than 4 years	7 weeks' pay
At least 4 years but less than 5 years	8 weeks' pay
At least 5 years but less than 6 years	10 weeks' pay
At least 6 years but less than 7 years	11 weeks' pay
At least 7 years but less than 8 years	13 weeks' pay
At least 8 years but less than 9 years	14 weeks' pay
Greater than 9 years	16 weeks' pay

24.2 A 'weeks' pay' will be calculated by multiplying the employee's base rate of pay (as that term is defined in the Act), calculated on an hourly basis, by the average number of ordinary hours worked by the employee in a week.

24.3 In the case of a Variable Roster Part-Time Employee, the employee's ordinary hours worked in a week will be calculated by taking the average number of ordinary hours worked by the employee each week in the preceding 6 months.

24.4 An employee is not entitled to redundancy pay under this clause in circumstances in which they wouldn't be entitled to redundancy pay under the NES.

25. **Transfer to lower paid duties**

25.1 If TBS makes an employee's position redundant, and the employee is transferred to lower paid duties, TBS must give the employee the same period of notice of termination as they would have been entitled to receive under clause 20 as if TBS had terminated the employment. However, TBS may pay the employee an amount equal to the difference between the employee's former ordinary time rate of pay and the new ordinary time rate of pay for the period of notice still owing to the employee.

26. **Employee leaving during notice period**

26.1 If TBS has given notice of termination of employment to an employee in circumstances which would entitle the employee to redundancy pay under clause 23, and TBS has given the employee a greater period of notice than that required under clause 20.1, and the employee is working out that notice period, the employee may terminate their employment before the

expiration of the notice period by giving the period of notice set out in clause 20.1. An employee who leaves during the notice period is entitled to receive redundancy payments they would have received under clause 24 had they remained in employment until the last day of the notice period, but the employee will not be entitled to payment instead of notice for the additional period of notice given by TBS.

27. Job search entitlement on redundancy

- 27.1 An employee given notice of termination in circumstances of redundancy will be allowed, instead of the entitlement in clause 22, up to 1 day's time off without loss of pay, for the prescribed period of notice as set out in clause 20.1, during each week of the notice period for the purpose of seeking other employment at a time agreed to between the employee and their Manager.
- 27.2 If the employee has been allowed paid leave for more than 1 day during the notice period for the purpose of seeking other employment, the employee must, at the request of TBS, produce proof of attendance at an interview or they will not be entitled to payment for the time absent. For this purpose a statutory declaration is sufficient.

28. Part-Time Teachers

If the hours of work of a part-time employee engaged as a Teacher are reduced, without their consent, by more than 25%, they will be entitled to the provisions of clause 24 to 27.

29. Abandonment of employment

- 29.1 If an employee is absent from work for a continuous period exceeding 2 working days without notification to, and consent of, TBS, and within 7 days from the:
- (a) last attendance at work; or
 - (b) date of the last approved or notified absence.

(Last Work Day), the employee has not, to TBS' satisfaction, established that the absence was for a reasonable cause by providing TBS with satisfactory written evidence of illness or misadventure, the employee will be deemed to have abandoned their employment, and the employment will be deemed to have terminated, at the employee's initiative, on the Last Work Day.

- 29.2 For the 7 day period after the Last Work Day, TBS will attempt to contact the employee, and the person they have recorded as their emergency contact on TBS's files, to ascertain the employee's whereabouts and the circumstances of the absence.

PART 4 – Hours of Work and Related Matters

30. Shiftworkers

- 30.1 TBS will advise an employee in writing if it requires the employee to be a Shiftworker:
- (a) at the commencement of the employee's employment; or
 - (b) when TBS and the employee agree that the employee will be a Shiftworker.
- 30.2 A Shiftworker must work their shift in one continuous block of hours, which may include a meal break and a sleepover.
- 30.3 This clause applies to a Shiftworker who is not an Early Childhood Employee:
- (a) For the purpose of this clause:
 - (i) an Afternoon Shift is a shift which finishes after 8.00pm and at or before 12 midnight Monday to Friday;
 - (ii) a Night Shift is a shift which commences before 6.00am or finishes after 12 midnight Monday to Friday; and
 - (iii) a Public Holiday Shift is a shift worked anytime between 12 midnight on the night prior to a public holiday and 12 midnight of the public holiday.
 - (b) A Shiftworker who is not an Early Childhood Employee and works:
 - (i) an Afternoon Shift will be paid for ordinary hours worked during the shift, at 112.5% of their Ordinary Rate of Pay for the entire shift;
 - (ii) a Night Shift will be paid for ordinary hours worked during the shift, at 115% of their Ordinary Rate of Pay for the entire shift; and
 - (iii) a Public Holiday Shift will be paid for ordinary hours worked during the shift, at double time and a half (250%) of their Ordinary Rate of Pay for all hours actually worked on the public holiday, but not for the whole shift. For the remainder of the shift, the Shiftworker will be paid at the rate of pay otherwise payable for the shift under this agreement.
- 30.4 This clause only applies to a Shiftworker who is an Early Childhood Employee:
- (a) For the purposes of this clause:
 - (i) an Early Morning Shift means any shift which commences at or after 5.00am and before 6.00am Monday to Friday;
 - (ii) an Afternoon Shift means any shift finishing after 6.30pm and at or before 12 midnight Monday to Friday.
 - (iii) a Night Shift means any shift finishing after 12 midnight and at or before 8.00 am or any shift commencing at or before midnight and finishing before 5.00 am;

- (iv) a 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 1/3 of their working time off night shift in each roster cycle; and
 - (v) a Public Holiday Shift will be paid a loading of 150% of their Ordinary Rate of Pay up until midnight on that day, but not for the whole shift. For the remainder of the shift, the Shiftworker will be paid at the rate of pay applying to the day on which they are undertaking the remainder of the shift.
- (b) A Shiftworker who is an Early Childhood Employee and works:
- (i) an Early Morning Shift will be paid a loading of 10% of their Ordinary Rate of Pay for the entire shift;
 - (ii) an Afternoon Shift will be paid a loading of 15% of their Ordinary Rate of Pay for the entire shift;
 - (iii) a Night Shift will be paid a loading of 17.5% of their Ordinary Rate of Pay for the entire shift;
 - (iv) a Night shift, non-rotating will be paid a loading of 30% of their Ordinary Rate of Pay for the entire shift.

NOTE: See clauses 64.7 and 67.2 for details on additional leave for a Shiftworker and clause 34 for loadings payable for Saturday and Sunday work.

31. **Ordinary hours of work for a Shiftworker**

31.1 The ordinary hours of work for a Shiftworker:

- (a) are to be worked between Monday to Sunday inclusive;
- (b) if TBS and the employee agree, will not exceed 10 hours per day, and otherwise will not exceed 8 hours per day; and
- (c) will average:
 - (i) 76 hours within a 14 day period; or
 - (ii) 152 hours within a 28 day period.

31.2 TBS may require a Shiftworker to work rotating rosters and/or reasonable overtime.

32. **Ordinary Hours for an employee other than a Shiftworker**

32.1 This clause applies to an employee who is not a Shiftworker.

32.2 The ordinary hours of work of a full-time employee, other than a Teacher who works in a Kindergarten, are an average of:

- (a) 76 hours in a 14 day period; or
- (b) 152 hours in a 28 day cycle.

with no more than 8 hours for each shift unless TBS and an employee agree otherwise under clause 32.3.

32.3 TBS and an employee may agree for the ordinary hours as set out in subclause 32.2 to be worked up to 10 ordinary hours per shift.

32.4 This sub-clause 32.4 only applies to employees working in Kindergartens:

- (a) The ordinary hours of work for a Teacher during term weeks are variable. In return, an employee is not generally required to attend for periods of time when the students are not present, subject to the needs of TBS with regard to professional development, student free days and other activities requiring the Teacher's attendance.
- (b) The days of attendance for an Early Childhood Employee or a Teacher during term and non-term weeks will be a maximum of 205 in each school year.
- (c) The number of days a part-time employee engaged as an Early Childhood Employee or a Teacher is required to attend will be determined on a pro-rata basis. Days of attendance do not include public holidays during term time.
- (d) Notwithstanding the NES, and due to the operational requirements of TBS, the ordinary hours of a Teacher may be averaged over a 12 month period.
- (e) A Teacher's absence from a Kindergarten during non-term weeks is deemed to include their entitlement to annual leave.

33. **Span of hours**

33.1 The ordinary hours of:

- (a) a Child and Family Employee, Home Support Employee or an Administrative Employee, other than a Shiftworker may be worked between the hours of 6.00am and 8.00pm, Monday to Sunday; and
- (b) an Early Childhood Employee or a Teacher may be worked between the hours of 6.00am and 6.30pm, Monday to Friday.

34. **Saturday, Sunday and public holiday work**

34.1 A Child and Family Employee, Home Support Employee, or Administrative Employee whose ordinary working hours include work on a Saturday and/or a Sunday will be paid the following rates:

- (a) for ordinary hours worked between 12 midnight on Friday and 11.59pm on Saturday, at time and a half (150%) of their Ordinary Rate of Pay;
- (b) for ordinary hours worked between 12 midnight on Saturday and 11.59pm on Sunday, at double time (200%) of their Ordinary Rate of Pay; and

- (c) for all hours, whether ordinary or overtime, actually worked on a public holiday, at double time and a half (250%) of their Ordinary Rate of Pay.

34.2 The rates in clauses 34.1(a) and 34.1(b) will be in substitution for, and not in addition to:

- (a) the shift loadings in clause 30.4 and
- (b) the casual loading in clause 17.2.

34.3 The Saturday and Sunday rates in clause 34.1 are not applicable to overtime hours worked on a Saturday or a Sunday which will be paid in accordance with clause 47, Overtime.

34.4 An Early Childhood Employee or a Teacher will be paid:

- (a) on a Saturday at the rate of time and a half (150%) for the first 2 hours and double time (200%) for any time after that;
- (b) for all time worked on a Sunday at double time (200%);
- (c) for all time worked on a Public Holiday at the rate of double time and a half (250%).
Where both a Public Holiday and a substitute day are worked, the Public Holiday penalties prescribed under this clause are payable for only one of those days ; and
- (d) for a minimum of 4 hours if they are working on a Saturday, Sunday or Public Holiday.

35. **Rostered days off**

35.1 An employee, other than a casual employee, will be free from duty for no less than 2 full days each week, 4 days in each fortnight or 8 days in each 28 day cycle. Where practicable, days off will be consecutive.

35.2 A part-time Home Support Employee may elect in writing to be rostered for additional work on a Saturday, Sunday, or other day. If an employee makes that election, they may forego having 2 full days off each week provided that:

- (a) they have at least 1 rostered day off each week;
- (b) they do not work any more than 152 hours in a 28 day cycle; and
- (c) they are rostered for at least 2 consecutive days off per 152 hour cycle.

35.3 A part-time employee who elects to forgo rostered days off in accordance with clause 35.2 must notify their Manager in writing at least 14 days before they want to be rostered on for additional work. The Manager will then put them into a pool of available employees for additional work. TBS is under no obligation to provide the employee with additional work.

35.4 A part-time employee electing to do additional work will be paid at the applicable rate of pay for that day.

36. **Accumulated Days off**

36.1 TBS may engage a full-time employee on the basis that they will accrue an accumulated day off (**ADO**) as set out in this clause.

- 36.2 An employee may elect to take an ADO as 1 day off work per 28 days or may accumulate ADO's throughout the year up to a maximum accrual of 3 ADOs or 22.8 hours of time accrued towards ADOs.
- 36.3 A full-time employee engaged on the basis that they will accrue time towards an ADO will accumulate 0.4 hours towards an ADO for every 8 hours worked.
- 36.4 A full-time employee who works a shift arrangement which provides the employee with the benefit of working compressed days, for example, 4 ten hour shifts over 4 days, or a 9.5 day fortnight, will not be entitled to accrue ADO's.
- 36.5 ADOs may be taken as:
- (a) full days of 7.6 hours; or
 - (b) a number of shorter periods as mutually agreed to between the employee and their Manager.
- 36.6 Approval of the taking of an ADO will be subject to business requirements.
- 36.7 If an employee has accrued 3 ADOs or 22.8 hours of time accrued towards ADOs, the employee's Manager may direct the employee to take an ADO within 1 month of being notified by their Manager, to reduce their accrual.
- 36.8 An employee will not accrue time towards an ADO during the following types of leave or absence:
- (a) personal/carer's leave;
 - (b) public holidays;
 - (c) compassionate leave;
 - (d) study leave;
 - (e) time in lieu;
 - (f) ADO;
 - (g) annual leave;
 - (h) long service leave;
 - (i) paid and unpaid parental leave;
 - (j) leave without pay; or
 - (k) workers compensation.
- 36.9 Any accrued ADO balance will be paid out on termination of employment at the employee's Ordinary Rate of Pay.

37. **Make-up Hours**

- 37.1 Wherever possible, an employee should attend to personal matters out of work hours. However, if an employee would like to request to take time off during ordinary hours to address personal, health or general family matters they may:

- (a) request for the time-off in writing to their Manager at least 48 hours before they require the time off; and
- (b) briefly outline the reason for taking the leave.

and if approved, work the time taken off at another time within the following fortnight during the ordinary span of hours, or at a time agreed in writing between the Manager and the employee.

37.2 The maximum number of hours an employee may make up under this clause is 3 hours.

37.3 An employee working make up hours must arrange their hours so that they do not:

- (a) work the hours as overtime; and
- (b) work more than 10 hours on any 1 day.

37.4 Make-up hours are in addition to any other leave granted under this Agreement. Make-up hours:

- (a) must be taken at a time agreed to between the employee and their Manager; and.
- (b) are subject to the needs of the business, and approval will be granted by TBS subject to those needs.

38. **Rosters**

38.1 TBS will post a roster detailing the ordinary rostered hours of work for each employee, other than a casual employee at least 14 days before the day on which the roster commences.

38.2 TBS may communicate the roster to employees by direct contact, email, SMS, telephone or other electronic means.

38.3 Subject to clause 39, the fortnightly roster may be altered by agreement between an employee and TBS.

39. **Change in roster**

39.1 Subject to clause 40, and the balance of this clause, TBS will provide employees with 7 days' notice of a change in their roster.

39.2 If another employee is absent from work due to illness, or if there is an emergency or change of client's circumstances out of TBS's control, TBS may change the roster at any time to ensure that TBS can service the needs of its clients.

39.3 If a part-time employee requests hours in addition to their usual rostered hours, or a Home Support Employee requests additional work in accordance with clause 35.3, this clause will not apply.

39.4 For an Early Childhood Employee or a Teacher:

- (a) if the employee is required to stay beyond their rostered hours because a parent fails to arrive on time to collect a child, TBS will pay the employee at overtime rates for the additional time the employee remains at work;

- (b) TBS may request that the employee transfer to another location within their rostered hours during a shift. If this occurs, TBS will pay for the time taken to travel from 1 location to the other; and
- (c) if the employee is required to permanently transfer to another location (other than by mutual agreement) TBS will give the employee 7 days' notice of the change

40. **Client cancellation for a Home Support Employee**

- 40.1 If a Home Support Employee's client cancels their appointment, subject to subclause 40.2 below, TBS will provide the employee with notice of the change in roster by 5.00pm the day before the employee is due to work. In those circumstances, the employee will not be paid for that shift.
- 40.2 If TBS is unable to provide the employee with the notice as set out in subclause 40.1, TBS:
 - (a) will pay the employee for the minimum specified hours that the employee is rostered to work for that client on that day; or
 - (b) may direct the employee to make-up time equivalent to the cancelled time, in that or the following roster period. This time may be made up working with other clients or in other parts of TBS's business. If an employee has already received a payment under clause 40.2(a) and performs make-up time under this clause 40.2(b) the employee will not be entitled to be paid for the make-up time.
- 40.3 If TBS is unable to meet a full-time or part-time employee's guaranteed minimum hours for extenuating reasons associated with a client such as a client's death, hospitalisation or other similar extenuating circumstances, TBS will apply the following procedures in the sequence provided:
 - (a) TBS will re-allocate work from a casual employee to the employee;
 - (b) TBS will reallocate work from another full-time or part-time employee who is working additional hours to their guaranteed minimum number of hours;
 - (c) where the employee agrees, the employee may access annual or long service leave; or
 - (d) the employee may be stood down by TBS in accordance with s.524 of the Act;
 - (e) The employee and TBS may mutually agree to permanently reduce the employee's number of hours.
- 40.4 Notwithstanding the provisions in clause 40.3, if after 6 weeks - or earlier by mutual agreement - TBS is unable to provide the guaranteed minimum number of hours to an employee, TBS may initiate redundancy processes in accordance with Clause 24 - Redundancy.
- 40.5 This clause does not apply to a casual employee.

41. **On-call**

41.1 TBS may roster an employee to be on-call for a 24 hour period, in which case they will be paid the allowance set out in clause 58 for being on-call.

41.2 An employee who is rostered to be on-call must be ready and available to work at any time during that 24 hour period.

41.3 An employee rostered to be on-call may only refuse the on-call shift with reasonable cause.

42. **Recall to work**

42.1 An employee is recalled to work if they have left TBS's or a client's premises and:

- (a) have to attend work or a client's home; or
- (b) are required to work either at home or at work for a combined period of greater than 30 minutes within a two hour period.

42.2 If an employee is recalled to work after leaving TBS or a client's premises they will be paid for a minimum of two hours' work at the appropriate rate each time the employee is recalled. If the work required is completed in less than two hours the employee will be released from duty.

42.3 If TBS requests an employee to return to work after leaving TBS's or a client's premises and they are not on-call, they may refuse TBS's request to return to work.

42.4 If an employee is on-call and required to work after leaving TBS or a client's premises for less than 30 minutes, they will be paid for 30 minutes work at the appropriate rate of pay.

42.5 An employee must receive a minimum break of 8 hours between being recalled to work and their next shift.

43. **Broken shifts**

43.1 A "broken shift" is a single shift worked by an employee that includes 1 or more breaks other than a meal break or a rest break, and where the span of hours is no more than 12 hours.

43.2 TBS may roster a Home Support Employee to work a broken shift to meet the needs of clients and TBS.

43.3 TBS may roster an employee to work a broken shift in a classification other than a Home Support Employee when TBS and the employee agree.

43.4 An employee must receive a minimum break of 10 hours between the completion of a broken shift on one day and the commencement of a broken shift on the following day.

43.5 Payment for a broken shift will be at the employee's Ordinary Rate of Pay with penalty rates and shift allowances in accordance with clause 47, Overtime and penalty rates, and clause 34, Weekend and public holiday work.

43.6 All work performed beyond the maximum span of 12 hours for a broken shift will be paid at double the employee's Ordinary Rate of Pay.

44. **Sleepovers**

- 44.1 A Child and Family Employee or a Home Support Employee may be required to sleep overnight at premises for the purpose of caring for a client (**Sleepover**) in accordance with this clause.
- 44.2 The span of hours for a Sleepover will be no less than 8 hours and no more than 12 hours on any 1 night.
- 44.3 From time to time TBS may require an employee to Sleepover. This may occur:
- (a) when an employee is rostered to Sleepover under clause 38 of this Agreement; or
 - (b) if an emergency occurs within our home support services.
- 44.4 If an employee is required to Sleepover they may only decline it with reasonable cause. Employees on a Sleepover will be entitled to:
- (a) an allowance of \$53;
 - (b) where possible, a separate room from the client with a bed and use of facilities; and
 - (c) free board and lodgings;
- for each night on which they are required to Sleepover.
- 44.5 If a full-time employee must perform work during a Sleepover, the employee will be paid for the total duration of the time worked during the Sleepover in 1 block of time in accordance with clause 47, Overtime and penalty rates, for the greater of:
- (a) the actual period of time in which the employee works; or
 - (b) 1 hour.
- 44.6 If a part-time or casual employee must perform work during a Sleepover, the employee will be paid for the total duration of the time worked during the Sleepover in 1 block of time at the Ordinary Rate of Pay of that employee plus applicable shift and weekend penalties, however if:
- (a) the total number of hours worked on 1 day exceeds 10 hours; or
 - (b) the total number of hours worked by the employee in a fortnight exceeds 76 hours;
- then the excess hours worked will be paid for at overtime rates.
- 44.7 TBS may roster an employee to perform work immediately before and/or immediately after the sleepover period, but must roster the employee or pay the employee for at least 4 hours' work for at least one of these periods of work. The payment prescribed by 44.4(a) is in addition to the minimum payment prescribed in this clause 44.7.
45. **24 hour care**
- 45.1 This clause applies only to Home Support Employees.

45.2 A 24 hour care shift is one which requires an employee to be at a client's home for a period of 24 hours to provide care to that client as the client requires it.

45.3 An employee working on a 24 hour care shift:

- (a) is required to provide a total of no more than 8 hours of care during the 24 hour period;
- (b) will have the opportunity to sleep during that shift, and where possible, the client will provide a bed in a private room for that employee; and
- (c) will be paid for 8 hours of work at 155% of the employee's ordinary rate of pay for the 24 hour period.

46. **Breaks**

46.1 Meal Breaks

- (a) Subject to this clause 46.1, after working for 5 hours, an employee is entitled to an unpaid meal break of between 30 minutes and 60 minutes, to be taken at a time mutually agreed between TBS and the employee, or if agreement cannot be reached, as directed by TBS.
- (b) An employee who is engaged for no more than 6 hours continuously per shift may elect to forego a meal break during that shift without receiving payment for overtime.
- (c) If there is an emergency, or increased client demand, TBS may delay providing an employee's meal break.
- (d) If TBS requires that an employee perform work during a meal break, it will pay the employee overtime until an uninterrupted break is taken however the hours worked by the employee which are paid at overtime rates will still be considered to be ordinary hours of work.
- (e) If TBS requires an employee to have a meal with a client or clients as part of the employee's normal work routine or Client Service:
 - (i) clause 46.1(a) will not apply and the employee will not be entitled to an unpaid meal break;
 - (ii) the employee will be paid during that meal period at the Ordinary Rate of Pay; and
 - (iii) the paid meal will be counted as time worked.
- (f) If an Early Childhood Employee or a Teacher is required to remain on TBS premises during their meal break:
 - (i) clause 46.1(a) will not apply and the employee will not be entitled to an unpaid meal break;

- (ii) the employee will be paid during that meal period at the Ordinary Rate of Pay; and
 - (iii) the employee will be entitled to a paid meal break of not less than 20 minutes or more than 30 minutes.
- (g) If TBS permits an Early Childhood Employee or a Teacher to leave the premises during the meal break, the time away from the premises will not be counted as time worked, and no payment will be made for time away from the premises.

46.2 Rest Periods

- (a) An employee working 4 hours, but less than 7 hours on any engagement will be entitled to a paid rest period of 10 minutes at a time approved by TBS.
- (b) An employee who works for 7 hours or more will be entitled to 2 paid rest periods of 10 minutes each, at a time approved by TBS, unless the employee agrees to forego 1 of these rest periods.
- (c) Rest periods will count as time worked.

46.3 Time off between shifts

- (a) Unless an agreement is reached under clause 46.3(c), or an employee has worked on a Sleepover in accordance with clause 44, or is working on a Broken Shift in accordance with clause 43, an employee is entitled to a 10 hour rest period between the completion of one shift, or period of work and the commencement of their next shift. Work includes any reasonable additional hours or overtime.
- (b) If an employee recommences work without having had 10 hours off work between shifts, the employee will be paid at overtime rates until they are released from duty for a period of 10 consecutive hours without loss of pay for ordinary time hours the employee was rostered to work during that 10 hour period. However the hours worked by the employee will still form part of the employee's ordinary hours of work.
- (c) Clause 46.3(a) will not apply if TBS and an employee agree that the break of 10 hours can be reduced to not less than 8 hours.

47. Overtime and Penalty Rates

47.1 Overtime that is authorised in advanced by an employee's Manager, or a person nominated by their Manager, will be paid by TBS in the following circumstances when TBS requires an employee to work:

- (a) in excess of the maximum number of hours in clause 31.1 or 32.2; or
- (b) in excess of the maximum number of ordinary hours on any 1 day or shift prescribed by this Agreement.

- 47.2 Overtime performed on any of the days, Monday to Saturday, will be paid at the rate of:
- (a) time and a half (150%) for the first 2 hours; and
 - (b) double time (200%) for any time after that.
- 47.3 Overtime performed between 12 midnight on a Saturday and 11.59pm on a Sunday will be paid at the rate of double time (200%) for all overtime worked. This is in substitution for Sunday rates and not in addition to them.
- 47.4 TBS will not pay allowances, penalty rates and loadings in respect of additional hours worked as overtime unless it is expressly provided for in this Agreement.
- 47.5 Any additional hours, out of an employee's rostered hours, worked by a part-time employee working in an early-childhood service must be worked during the opening hours of that service, otherwise the employee will receive overtime; however, an employee will not receive overtime if the employee is required to remain after work for a genuine and pressing emergency, provided that it does not exceed 1 hour a week. For the purposes of this clause an emergency situation includes a natural disaster affecting a parent, another employee or the Pre-school, the death of a child or parent, or a child requiring urgent medical attention.
- 48. Time off in lieu of payment for overtime**
- 48.1 An employee and TBS may agree that, if the employee works overtime, as defined in clause 47, the employee can take time off work in lieu of being paid an overtime payment (**TOIL**), subject to the following:
- (a) if an employee elects to take TOIL rather than be paid overtime, it must be with the prior approval of their manager;
 - (b) any periods of time off work during ordinary hours will equate to the relevant period of overtime worked;
 - (c) TOIL must be taken at the employee's Ordinary Rate of Pay;
 - (d) an employee must not accumulate more than 15.2 hours of TOIL; and
 - (e) TOIL must be taken within 3 months of its accrual. If the employee and TBS cannot agree on a time to take the TOIL, TBS may direct the employee to take TOIL with 7 days notice.
- 48.2 If an employee does not take time off in accordance with clause 48.1(e), the accrued TOIL will revert to overtime and will be paid to the employee at time and a half (150%) of the employee's Ordinary Rate of Pay in the next pay period, unless the TOIL has been worked on a Sunday in which case it will be paid to the employee at double time (200%) the employee's Ordinary Rate of Pay.
- 48.3 TBS cannot compel an employee to accrue TOIL rather than be paid overtime.

48.4 If an employee has elected to accrue TOIL, then on termination, the amount of TOIL accrued will be paid out at the employee's Ordinary Rate of Pay.

49. **Non- contact time for a Teacher or Early Childhood Employee**

49.1 An employee engaged as a Teacher or an Early Childhood Employee responsible for the preparation, implementation and/or evaluation of a development program for an individual child or group of children will be entitled to a minimum of 3 hours per week, during which the employee is not required to supervise children or perform other duties directed by TBS, for the purpose of planning, preparing, evaluating and programming activities.

49.2 Wherever possible non-contact time will be rostered in advance.

PART 5 – Minimum wages and related matters

50. **Classifications**

50.1 Employee classifications are set out in Schedule A to this Agreement.

50.2 Employees will only be appointed to a higher classification by way of promotion, if a position is available at the next level.

50.3 Employees in Child and Family Classification 5.4 may apply to progress to an Advanced Practitioner Classification. Employees will only be appointed as an "Advanced Practitioner" if they satisfy the selection criteria for that role as assessed by the Advanced Practitioner Selection Committee.

51. **Salary progression**

51.1 On commencement of employment, TBS will generally appoint employees at the first pay point within a classification, unless they have been working in a similar role in another organisation, in which case, TBS will take into account their experience and will appoint them to a pay point appropriate to their qualifications and level of experience.

51.2 Employees will be eligible for progression from 1 pay point to the next pay point within a classification on the anniversary of their appointment at their current pay point, if the employee has 1824 hours Continuous Service at each pay point level within the classification. Unless an employee is promoted, an employee is only eligible to move 1 pay point each 12 month period.

51.3 Subject to clause 51.2 employees will progress through pay points in a classification until they reach the top of the range for that classification level. Employees will not automatically progress to the next classification level.

51.4 Any increment will be paid in the first pay period following the date on which the relevant period of Service in clause 51.2 is attained.

52. **Wages**

- 52.1 Employees will be paid, as a minimum, the hourly rates applicable to their classification as set out in the table in Schedule B of this Agreement.
- 52.2 A Teacher who works for a Long Day Care Centre will be paid an additional 3% on the pay rates for Teachers set out in Schedule B of this Agreement.
- 52.3 Employees will receive the following back payment:
- (a) Subject to 52.3(c), on or before 25 December 2016, TBS will make a payment to each employee equal to the additional remuneration the employee would have received during the Payment Period (as defined below) had this Agreement commenced operation at the beginning of the first full pay period on or after 1 July 2016 (**Back Payment**).
 - (b) Payment Period means the period commencing at the beginning of the first full pay period on or after 1 July 2016 and ending on the date that is immediately before the beginning of the first full pay period on or after 1 December 2016.
 - (c) TBS will not be required to make the Back Payment if it has already made a payment in satisfaction of the Back Payment to an employee prior to the Commencement Date.
 - (d) TBS will deduct from the Back Payment any applicable tax or other payments which may be required under applicable laws.

Note: TBS notes its obligations about base rates of pay in section 206 of the Act.

PART 6 - Allowances

53. Clothing and Equipment Allowance

- 53.1 If TBS requires an employee to wear a uniform it will supply the basic uniform to the employee free of charge, in which case the uniform will remain TBS's property.
- 53.2 Employees are responsible for washing their own uniform.
- 53.3 If an employee is required to wear protective clothing or equipment such as goggles, aprons or gloves, TBS will supply such clothing or equipment.

54. Work Health and Safety Allowance

- 54.1 If TBS requires an employee to be a First Aid Officer it will:
- (a) provide the employee with training for a Senior First Aid certificate (where they are required to be a First Aid Officer); and
 - (b) will pay the employee a weekly allowance of \$14.64 per week for full-time employees, and will pro-rata that allowance for part-time employees.

55. Vehicle Allowance

55.1 If TBS requires and approves an employee to work away from their normal place of work on any day:

- (a) the employee at first instance, must use a vehicle owned by TBS ; or
- (b) if a motor vehicle owned by TBS is not available and the employee uses their own motor vehicle in the course of their duties, TBS will pay the employee the Australian Taxation Office's prescribed per kilometre rate.

55.2 Employees will not be paid a vehicle allowance:

- (a) if they use a motor vehicle owned by TBS or a motor vehicle provided by TBS to the employee as part of their remuneration ; or
- (b) for a Home Support Worker, between their home and their first client's home.

56. **Travel Allowance**

56.1 If TBS requires an employee to travel for work:

- (a) the travel must be booked by the employee through the TBS electronic travel portal on the intranet and approved by the employee's Manager through the travel portal;
- (b) TBS will pay for reasonable costs associated with transport and accommodation; and
- (c) TBS will pay for any reasonably incurred meal expenses on production of a valid GST tax invoice, up to the maximum allowed in travel allowances as published by the Australian Taxation Office.

57. **Telephone use**

57.1 If TBS requires an employee to use a telephone for work purposes, TBS will:

- (a) provide a telephone for the employee's use; or
- (b) make available a pool phone for the employee's use.

58. **On call allowance**

58.1 If TBS requires an employee to be rostered on-call in respect of any 24 hour period or less, TBS will pay to the employee:

- (a) an allowance of \$21.71 for any on-call period Monday to Friday; and
- (b) an allowance of \$40.16 for any on-call period Saturday, Sunday or a public holiday.

59. **In Charge allowance**

59.1 An employee who is rostered by TBS to be in charge of a Client Service for a full 8 hour period during the day, evening or night will be paid an In Charge allowance of \$26.58, in addition to his or her appropriate salary whilst so in charge.

59.2 The In Charge allowance is not payable to employees who:

- (a) are Senior Home Support Partners or Team Leaders; or
- (b) have been directed to carry out Higher Duties and are in receipt of a Higher Duties allowance in accordance with clause 60.1.

60. **Higher duties allowance**

- 60.1 If TBS directs an employee in writing to carry out duties at a higher classification than the classification in which they are ordinarily employed, TBS will pay the employee the higher classification pay rates as set out below:
- (a) for Home Support Employees performing higher duties:
 - (i) for 2 hours or less — the time so worked; or
 - (ii) for greater than 2 hours, a full day or shift;
 - (b) for Early Childhood Employees performing higher duties for 2 hours or more – the times so worked provided that the greater part of the time worked is spent performing duties carrying the higher rate; and
 - (c) for all other employees performing higher duties for 5 consecutive working days or more, the period for which duties are assumed at a rate not less than the minimum rate prescribed for the classification applying to the employee so relieved.

61. **Payment of Wages**

- 61.1 TBS will pay employees fortnightly by electronic funds transfer. Employees will be able to view and print out the details of all payments and deductions from salary and remuneration through the TBS employee self service portal.
- 61.2 If an employee lawfully leaves their employment they will be paid all payments due at the time of leaving by electronic funds transfer.

62. **Superannuation**

- 62.1 On commencement of employment with TBS, employees must nominate an Approved Superannuation Fund into which TBS will make superannuation payments.
- 62.2 If an employee does not specify an Approved Superannuation Fund within 2 weeks of commencement of employment, the employee's payments will be paid into the HESTA Superannuation fund.
- 62.3 TBS will make superannuation contributions to each employee's superannuation fund so as to avoid TBS being required to pay the superannuation guarantee charge under the *Superannuation Guarantee (Administration) Act 1992 (Cth)* as amended or replaced from time to time, with respect to that employee.

63. **Voluntary employee Superannuation contributions**

Subject to the governing rules of the relevant superannuation fund, an employee may, in writing, authorise TBS to pay on their behalf a specified amount from the post-taxation wages of the employee into the same superannuation fund as TBS makes the superannuation contributions provided for in clause 62.

PART 7 – Leave and Public Holidays

64. Annual Leave

- 64.1 An employee, other than a casual employee, is entitled to annual leave in accordance with the NES. The NES currently provides for 4 weeks' paid annual leave per year for full-time employees with part-time employees accruing leave on a pro-rata basis.
- 64.2 Annual leave accumulates progressively during each year of Service according to the employee's ordinary hours of work, and accumulates from year to year.
- 64.3 Subject to clauses 64.5, 64.8, and 70, an employee must take their annual leave at a time that is acceptable to both the employee and TBS.
- 64.4 An employee wanting to take annual leave must provide TBS with 1 month's notice of their intention to take annual leave, unless there are exceptional circumstances.
- 64.5 If an employee has accrued more than 6 weeks' paid annual leave, TBS:
 - (a) will discuss with the employee ways in which to reduce the annual leave with a view to reaching an agreement as to the best time to take the leave; and
 - (b) may direct the employee to take 1 or more periods of paid annual leave if agreement cannot be reached under sub-clause 64.5(a).
- 64.6 If TBS issues a direction under clause 64.5(b), it will:
 - (a) ensure that the employee retains an accrual of 4 weeks' entitlement;
 - (b) provide the employee with at least 8 weeks' notice of the requirement to take the paid annual leave;
 - (c) not require the employee to take any period of paid annual leave of less than 1 week; and
 - (d) not require the employee to take any period of paid annual leave more than 6 months after the direction is given.
- 64.7 Shiftworkers who are engaged as full-time employees, who work for more than 4 ordinary hours on 10 or more weekends in a year, are entitled to 5 additional days' annual leave per year. Shiftworkers engaged as a part-time employee are entitled to a proportionate entitlement.
- 64.8 An employee employed as a Teacher in a Kindergarten must take annual leave during non-term weeks. If the employment of a Teacher in a Kindergarten is to continue into the next Kindergarten year, the Teacher must take their annual leave in the four-week period

immediately following the final term week of the current Kindergarten year, unless TBS agrees otherwise.

64.9 An employee employed as a Teacher in a Kindergarten may take annual leave re-credited in accordance with the NES only during non-term weeks as directed by TBS.

65. **Pro rata payment of salary inclusive of annual leave**

65.1 If:

- (a) the employment of a Teacher in a Kindergarten, other than a casual Teacher, ceases; or
- (b) TBS is required to calculate the pro rata salary of a Teacher in a Kindergarten as:
 - (i) the employee commenced employment after the Kindergarten service date;
 - (ii) the employee has taken leave without pay of more than two term weeks since the Kindergarten service date; or
 - (iii) the hours which an employee has worked at the Kindergarten have varied since the Kindergarten service date,

the Teacher's pro rata salary will be calculated in accordance with the following formula:

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

Where:

- P** is the payment due;
- s** is the total salary paid in respect of term weeks, or part thereof, since the Kindergarten service date or the date of employment in circumstances where the employee has been employed by TBS since the Kindergarten service date;
- b** is the number of term weeks, or part thereof in the Kindergarten year;
- c** is the number of non-term weeks, or part thereof, in the Kindergarten year; and
- d** is the salary paid in respect of non-term weeks, or part thereof, that have occurred since the Kindergarten service date or date of employment in circumstances where the employee has been employed by TBS since the Kindergarten service date.

65.2 For the purpose of this clause, "**Kindergarten service date**" means the date from which Teachers are paid at the commencement of the Kindergarten year in their first year of service with TBS.

- 65.3 The formula in clause 65.1 is intended to be used to calculate the pro rata salary inclusive of annual leave owing to a Teacher in respect of the Kindergarten year in which the formula is applied.
- 65.4 A Teacher will be entitled, on termination of employment, to a payment calculated in accordance with this clause.
- 65.5 A Teacher who commences employment after the usual date of commencement at a Kindergarten in any Kindergarten year will be paid from the date the employee's employment commences, provided that at the end of the last Kindergarten term in that year, the employee must be paid an amount calculated pursuant to clause 65.3 and will receive no salary or other payment other than payment under this clause until the Kindergarten service date or the resumption of Term 1 in the following Kindergarten year.
- 65.6 Where a Teacher takes leave without pay with the approval of TBS for a period which (in total) exceeds more than two term weeks in any year, the Teacher will be paid a salary calculated in accordance with this clause as follows:
- (a) if the leave without pay commences and concludes in the same Kindergarten year, the payment will be calculated and made at the conclusion of the last Kindergarten term in that year; and
 - (b) if the leave without pay is to conclude in a Kindergarten year following the Kindergarten year in which the leave commenced:
 - (i) at the commencement of the leave, a payment will be calculated and made in respect of the Kindergarten year in which the leave commences; or
 - (ii) at the end of the last Kindergarten term in that year in which the leave concludes, a payment will be calculated and made in respect of that Kindergarten year.

If the Teacher returns early from a period of leave without pay, any payment under clause 65.6(b)(i) will be taken into account in calculating the amount owed to the employee at the end of the last Kindergarten term in that year.

66. **Taking leave during Christmas shut down**

- 66.1 TBS shuts down some of its offices for up to a 2 week period over Christmas and New Year. To the extent permitted by law, TBS may direct an employee to take any accrued annual leave ADO's or TOIL during the end of year shut-down. If an employee does not have sufficient accrued leave to take paid leave during the Christmas shut-down, the employee may be required to take leave without pay.

67. **Annual leave loading**

67.1 In addition to the payment for annual leave provided for by the NES, TBS will pay an employee other than a Shiftworker annual leave loading of 17.5% of that payment.

67.2 In addition to their ordinary pay, a Shiftworker taking annual leave will be entitled to the higher of:

- (a) an annual leave loading of 17.5% of their Ordinary Rate of Pay; or
- (b) the weekend and shift penalties the employee would have received had they not been on leave during the relevant period.

68. **Cashing out annual leave**

68.1 An employee may request in writing that TBS cashes out part of their accrued annual leave entitlement. TBS may at its discretion agree in writing to cashing out annual leave on the following basis:

- (a) the agreement between TBS and the employee to cash out leave must be signed by both parties and state:
 - (i) the amount of leave to be cashed out and the payment to be made to the employee for it; and
 - (ii) the date on which the payment is to be made;
- (b) an employee must not cash out more than 2 weeks' accrued annual leave in any 12 month period;
- (c) the employee must be left with at least 4 weeks' accrued annual leave entitlement after the leave is cashed out;
- (d) TBS will pay the employee an amount equal to the amount the employee would have received had he or she taken that leave, including any entitlement under clause 67; and
- (e) the employee must nominate to cash out the leave between 1 February and 28 February in a particular year.

69. **Purchased Leave**

69.1 A full-time or part-time employee may, subject to TBS's agreement, elect to purchase 2 additional weeks of paid leave during each year of employment (**Purchased Leave**) on the following basis:

- (a) if an employee wishes to apply for Purchased Leave it must be approved by their Manager no later than 28 February in the year concerned;
- (b) if the Purchased Leave is approved as set out in clause 69.1(a) TBS will :
 - (i) deduct an amount for Purchased Leave from their fortnightly pay in equal instalments during that year; and

- (ii) allow the employee to take the Purchased Leave by 30 June in the calendar year following the employee applying for the Purchased Leave;
- (c) by agreement between the employee and TBS, and subject to clause 69.1(d), an employee may access Purchased Leave on a proportionate basis as it accrues;
- (d) the minimum period of Purchased Leave an employee may take is 1 day; and
- (e) if an employee who is purchasing leave in accordance with this clause 69.1 ceases employment with TBS before the Purchased Leave entitlement is due, the employee will be entitled to receive a proportionate payment of the accrued Purchased Leave on termination.

69.2 If an employee has not had the opportunity to take their Purchased Leave, they may request for the Purchased Leave to be cashed out.

69.3 If an employee's Manager has approved their Purchased Leave in a particular year, the employee will be deemed to have applied for Purchased Leave in any subsequent years unless the employee notifies TBS in writing otherwise.

70. **Taking annual leave by Early Childhood Employees**

70.1 Subject to clause 64.8, where the workplace of an employee engaged as an Early Childhood Employee is closed during a vacation period, other than Christmas vacation, and no work is available, the employee will be paid the Ordinary Rate of Pay during such a period.

70.2 During the Christmas vacation only, an employee engaged as an Early Childhood Employee in a workplace that is closed for the Christmas vacation period may be directed to take annual leave in accordance with clause 64.8. An employee without sufficient accrued leave to maintain their Ordinary Rate of Pay during vacation period may be required to take leave without pay for a maximum of 4 weeks.

70.3 Notwithstanding clause 64 if an employee engaged as an Early Childhood Employee works in an establishment which operates for more than 48 weeks per year, TBS may require the employee to take annual leave by giving at least 4 weeks notice in the following circumstances:

- (a) as part of a close-down of its operations; or
- (b) where an employee has accrued more than 8 weeks' annual leave.

71. **Personal/Carer's Leave**

71.1 An employee, other than casual employees, is entitled to up to 10 paid days' personal/carers' leave per year, with a part-time employee's leave calculated on a pro-rata basis.

Personal/carers' leave accumulates gradually during each year of Service according to the employee's ordinary hours of work and accumulates from year to year.

71.2 Personal/carers' leave may be taken:

- (a) if an employee is ill or injured; or
- (b) for an employee to provide care or support for a member of an employee's Immediate Family or household who:
 - (i) is ill or injured; or
 - (ii) has an unexpected emergency affecting the member.

71.3 A full-time or part-time employee who has exhausted their paid personal/carer's leave entitlements, or a casual employee, may take unpaid carer's leave if the employee is unable to attend for work for the reasons described in clause 71.2. In those circumstances, the employee will be entitled to be absent from work, without pay, for up to 2 days.

71.4 TBS may require an employee to provide it with proof of the need to take leave in the form of a statutory declaration, or a medical certificate, if the employee takes paid or unpaid personal/carer's leave:

- (a) for 2 consecutive days or more;
- (b) adjacent to a public holiday; or
- (c) adjacent to other pre-approved leave such as annual leave or long service leave.

71.5 If TBS considers that an employee may have an illness or injury that may affect the employee's ability to perform their duties, TBS may direct the employee to attend a medical examination with an independent medical practitioner of TBS's choice. TBS will cover the cost of this appointment.

72. **Long Service Leave**

72.1 TBS will provide employees with long service leave, in accordance with relevant legislation.

72.2 Despite clause 72.1, an employee will be entitled to take pro-rata long service leave once they have completed 5 years of continuous Service with TBS.

73. **Parental Leave**

TBS will provide employees with unpaid parental leave in accordance with the NES.

74. **Paid Parental Leave**

74.1 Subject to the balance of this clause, TBS will also provide a period of paid parental leave to a full-time or part-time employee who has completed at least 12 months' continuous Service with TBS on the day before the employee proceeds on a period of unpaid parental leave. For clarity, a casual employee is not entitled to a period of paid parental leave.

74.2 In order for a full-time or part-time employee to be eligible for paid parental leave, the employee:

- (a) must have complied with all of the notification and evidentiary requirements under the Act to be entitled to unpaid parental leave;
- (b) must have declared an intention to return to work with TBS following the completion of their period of unpaid parental leave taken in accordance with the NES; and
- (c) must take the period of paid parental leave concurrently with their period of unpaid parental leave taken in accordance with the NES.

74.3 An employee who is:

- (a) the primary care-giver for the child in relation to which the period of paid parental leave is being taken will be entitled to 9 weeks' paid parental leave; and
- (b) not the primary care-giver for the child in relation to which the period of paid parental leave is being taken will be entitled to 2 weeks' paid parental leave.

74.4 The payment to an employee for a period of paid parental leave will be made in line with TBS' usual payroll cycle.

74.5 For the purposes of this clause, an employee's weekly rate of pay for the purposes of a period of paid parental leave is to be calculated by multiplying the employee's hourly rate of pay applicable to their classification as set out in the table in Schedule B of this Agreement by:

- (a) in the case of a full-time employee, 38; or
- (b) in the case of a part-time employee, by the average number of hours worked each week by the employee in the previous 12 month period.

74.6 For clarity, an employee will continue to accrue benefits, and superannuation contributions will continue to be made by TBS, in respect of any period during which an employee is on a period of paid parental leave under this clause.

74.7 Nothing in this clause precludes an employee from applying for paid parental leave under the *Paid Parental Leave Act 2010* (Cth). For the avoidance of doubt, the paid parental leave entitlements under this Agreement will be in addition to any legislative paid parental leave entitlements.

75. **Community Service Leave**

TBS will provide employees with community service leave in accordance with the NES.

76. **Public Holidays**

76.1 Public holidays will be provided for in accordance with the NES.

76.2 Each year, TBS will also proclaim an additional day as a public holiday during the Christmas shut-down period.

76.3 For a full-time employee engaged as an Early Childhood Employee the following additional arrangements apply:

- (a) if the employee's rostered day off falls on a public holiday, the employee must either:
 - (i) be paid an extra day's pay;
 - (ii) be provided with an alternative day off within 28 days; or
 - (iii) receive an additional day's annual leave; and
- (b) if the employee works on a public holiday, the employee will be entitled to a substitute day as provided for in the NES.

77. Compassionate Leave

- 77.1 An employee may take up to 3 days' leave (22.8 hours, pro-rata for a part-time employee) on each occasion of the death or serious injury or illness that threatens the life of a member of the employee's Immediate Family or household.
- 77.2 An employee must notify TBS as soon as possible of the need to take compassionate leave, and may be required to provide documentation to TBS's satisfaction of the need to take compassionate leave.
- 77.3 A full-time or part-time employee will be entitled to be paid during a period of compassionate leave however, a casual employee will not be entitled to be paid during a period of compassionate leave.

78. Ceremonial Leave

- 78.1 An employee who identifies as being of Aboriginal or Torres Strait Islander descent is entitled to up to 10 days unpaid leave per calendar year for Ceremonial Purposes.
- 78.2 If an employee requests leave under clause 78.1 it must be made in advance where possible, and provided to the employee's Manager.
- 78.3 The employee's Manager may request evidence from the employee showing that the event is for Ceremonial Purposes. For that purpose the employee may provide TBS with a statutory declaration or a letter from an elder of that employee's community.
- 78.4 For the purpose of this clause "Ceremonial Purposes" includes:
 - (a) initiation, birthing and naming ceremonies;
 - (b) funerals in cases where the deceased person is not a member of the employee's immediate family or household as defined in clause 5, but is significant to the employee;
 - (c) smoking, cleansing and sacred site or land ceremonies; and
 - (d) attendance at community organisation business such as National Aborigines and Torres Strait Islanders Day, Sorry Day, or other relevant ceremonial events.

79. Domestic violence support

- 79.1 TBS recognises that employees sometimes face situations of domestic violence or other forms of abuse in their personal lives that may affect their attendance or performance at work. In accordance with TBS's values, it wishes to provide support to employees who experience domestic violence, and will assist those employees as set out below.
- 79.2 For the purposes of this Agreement, domestic violence includes:
- (a) physical abuse;
 - (b) sexual abuse ;
 - (c) emotional or psychological abuse;
 - (d) economic abuse; and/or
 - (e) threatening or coercive behaviour,
- of an employee by the employee's partner, former partner or other family member.
- 79.3 An employee who is experiencing domestic violence, and wants assistance from TBS, should notify their Manager, or Human Resources to request that assistance. The Manager may contact Human Resources, who will liaise with the Manager to make a recommendation on the most appropriate form of support to provide to the employee.
- 79.4 TBS may require an employee to provide TBS with substantiation of the domestic violence, for example in the form of a letter or certificate from the relevant police service, a Court, a doctor, a support service or a lawyer.
- 79.5 If an employee has requested assistance, and subject to the employee providing any substantiation that TBS has required, TBS will:
- (a) grant the employee 5 days' per year of paid special leave for the purpose of attending medical appointments, legal proceedings and other reasonable activities requested by the employee in relation to the domestic violence. This leave is in addition to all other paid leave entitlements and may be taken as consecutive or single days or as a part of a day, and may be taken without prior approval;
 - (b) allow the employee to use other paid leave such as accrued annual leave, or personal/carer's leave; or
 - (c) consider any request made by the employee for:
 - (i) further paid or unpaid leave
 - (ii) changes to the employee's span of hours or pattern or hours and/or shift patterns;
 - (iii) changes to duties;
 - (iv) relocation to suitable employment elsewhere within TBS (subject to business requirements);

- (v) a change of telephone number or email address to avoid being contacted by a violent person;
- (vi) any other appropriate measure including those available under existing provisions for family friendly and flexible work arrangements; and/or
- (vii) refer the employee to the TBS employee Assistance Program and/or other local resources to assist the employee.

79.6 An employee may use their own personal/carer's leave as set out in clause 71 to attend a domestic violence situation (as defined above) to provide care or support to a member of their household or Immediate Family experiencing domestic violence.

79.7 Personal information concerning domestic violence will be kept confidential in line with TBS's policies and relevant legislation.

80. **Delegate Leave**

80.1 TBS will allow 10 employees who are union delegates, to each take one day's delegate leave for each year of this Agreement.

80.2 On the Commencement Date the ASU, United Voice and the IEU will inform TBS of their respective nominated union delegates. In particular each year for the purposes of Delegate Leave:

- (a) the ASU may nominate a maximum of 6 delegates;
- (b) United Voice may nominate a maximum of 2 delegates; and
- (c) the IEU may nominate a maximum of 2 delegates.

80.3 Subject to clause 80.4 TBS will provide 1 day's paid delegate leave per union delegate as nominated in clause 80.2 to attend training either with their respective union or at the request of the union.

80.4 If a union delegate does not take paid delegate leave as provided for in clause 80.3 of this Agreement in a particular year, the one day's delegate leave will accumulate to the next year. However, a delegate may only accrue a maximum of 2 days' delegate leave. If the nominated delegate does not take the leave after accruing 2 days' leave, the delegate will not accrue any further delegate leave. A union delegate or union official must provide TBS with at least 4 weeks' notice of their intention to attend union delegate training. Approval to take the leave will be subject to TBS's business needs on that day.

80.5 TBS may decline a request to access leave to meet its business needs on a particular day.

80.6 If the ASU, United Voice or the IEU nominate a different union delegate during the course of a year, because the other delegate has resigned or left TBS, TBS will not allow the new union delegate to attend an additional day of union training during that year, if the union has already used up its allocated training days.

- 80.7 TBS will allow union delegates reasonable use of the TBS email system to communicate with their union's members only. If a union delegate misuses the email system, including emailing employees other than members, then TBS may withdraw the delegate's rights under this clause.

SIGNATURES

On behalf of The Benevolent Society

Signatory Name: ROSIE ADRIENNE STILIN

Signatory Address: Level 1, 188 Oxford Street, Paddington NSW 2021

Basis of signatory's authority for signing the Agreement:

EXECUTIVE DIRECTOR PEOPLE LEARNING & CULTURE

Signature:  Date: 13/12/2016

Witness Name: Nicole Jacqueline Peacocke

Witness Address: Level 1, 188 Oxford Street, Paddington NSW 2021

Witness Signature:  Date: 13/12/16

On behalf of the Employees

Signatory Name: Carolyn Ann ~~Battiste~~ Battiste
Level 3

Signatory Address: 55 Muntmore Ave
Rosbery, NSW 2018

Basis of signatory's authority for signing the Agreement: Bargaining Representative

Signature:  Date: 14/12/16

Witness Name: Nicole Jacqueline Peacocke

Witness Address: Level 1, 188 Oxford Street, Paddington NSW 2021

Witness Signature:  Date: 14/12/16

Schedule A – Classifications

CHILD AND FAMILY CLASSIFICATIONS

Level	Increment	Classification	Qualifications	Experience/entry	Description	Autonomy	Indicative positions
Level 1	1	Support Worker	Unqualified	No experience. An employee would have commenced on the job training.	This is an entry level role providing support to practitioners and team leaders.	Works under close supervision undertaking basic routine activities. Reports to Experienced Support Worker, Child & Family Practitioner or Team Leader.	Support Worker
Level 2	3	Support Worker	Certificate III or Certificate IV (desirable but not essential) or working towards a relevant degree.	No experience. This is an entry level position for a certificate qualified person.	Employees at this level assist practitioners in providing support services to families and individuals.	Work within clearly defined parameters as defined by client support plans. Works under the direction of an employee at level 5 or above.	Support Worker
Level 3	3	Support Worker	Certificate III or Certificate IV or working towards a relevant degree.	This is a position for a certificate qualified person with at least 3 years' experience in a similar position at Level 2 or equivalent. This classification is by appointment only.	Employees at this level use their qualifications and experience to provide support services to families and individuals.	Employees work autonomously and work under the general direction of an employee at level 5 or above.	Support Worker

CHILD AND FAMILY CLASSIFICATIONS continued

Level	Increment	Classification	Qualifications	Experience/entry	Description	Autonomy	Indicative positions
Level 4	2	Experienced Support worker	Certificate IV or Diploma or working towards a relevant degree.	This is a position for a certificate qualified person with at least five years experience in a similar position at Level 2, Level 3 or equivalent . This classification is by appointment only.	Employees at this level use their qualifications and experience to assess and co-ordinate client services and may be required to manage a small team offering support services to families and individuals.	Employees work autonomously and report to a Team Leader or a Manager.	Experienced Support Worker
Level 4A	1	Graduate Practitioner	A relevant three or four year degree.	This is an entry level classification for a practitioner with no experience.	This is an entry level role for a practitioner following the completion of a relevant degree.	Works under close guidance. Is assisted by an employee classified at a higher level to manage a case load of clients with varying complexity.	Graduate Child and Family Practitioner
Level 5	4	Child and Family Practitioner	A relevant three or four year degree.	A practitioner with more than one year's experience at level 4 or an entry level practitioner with more than one year's experience at level 4.	Effectively manages a case load of clients with varying degrees of complexity.	Works autonomously and contributes knowledge in delivery of services. Reports to an employee at a higher level.	** (See Below)

CHILD AND FAMILY CLASSIFICATIONS continued

Level	Increment	Classification	Qualifications	Experience/entry	Description	Autonomy	Indicative positions
Level 6	1	Child and Family Practitioner (Advanced) *	A relevant Three or four year degree (or equivalent experience), plus practitioners must apply for promotion to this classification and satisfy selection criteria to demonstrate an advanced level of practice.	<p>A practitioner with more than five year's experience at level 5.</p> <p>Employees must submit an application for this level, against selection criteria.</p> <p>This classification is by appointment only.</p>	Employees at this level effectively manage a varied case load of clients including a number of more complex cases. Have demonstrable skills in managing high levels of client complexity. Can evidence advanced practice leading to sustained achievement of client outcomes.	Works independently and contributes knowledge in delivery of services at the team and area level. Reports to a Team Leader.	** (See Below)
Level 7	1	Senior Practitioner	A relevant three or four year degree.	A practitioner with more than five year's experience at level 5 or 6. This classification is by appointment only.	Employees at this level are the most senior practitioner in a team under the level of Team Leader. They assist the Team Leader in mentoring other practitioners, work on more complex cases, assist practitioners to prepare for court or review subpoenas and co-ordinate student placements.	Works autonomously and contributes knowledge in delivery of services, and provides high level practice support at the team and area level. Reports to a Team Leader.	Senior Practitioner

CHILD AND FAMILY CLASSIFICATIONS continued							
Level	Increment	Classification	Qualifications	Experience/entry	Description	Autonomy	Indicative positions
Level 8	Banded	Team Leader	A relevant three or four year degree.	<p>A practitioner with over five years' experience at level 5, 6 or 7.</p> <p>The rate for this classification is a starting rate for employees at the Team Leader Level.</p> <p>This classification is by appointment only.</p>	<p>Employees at this classification manage a team of other practitioners and workers, including their line management and practice supervision. These employees have significant experience working as a practitioner and have developed the skills to lead and supervise others and provide advice to staff on best practice case management.</p>	<p>Works autonomously and contributes knowledge in delivery of services, and directs the activities of team members reporting to them.</p> <p>Reports to a Manager.</p>	Team Leader

*Child and Family Practitioner advanced must demonstrate that they actively contribute to the development of practice, act as a resource to others, actively contribute to their own professional development and exercise sound judgement on sound cases plus other selection criteria.

** Child and Family practitioner, Child Development Specialist, Community Development Worker, Community Engagement Officer, Mental Health Support Worker, Counsellor, Support Facilitator, Saver Plus Co-Ordinator, Social Inclusion Planner

HOME SUPPORT CLASSIFICATIONS							
Level	Increment	Classification	Qualifications	Experience/entry	Description	Autonomy	Indicative positions
Level 1	1	Home Support Team Member	Unqualified, committed to undertake a Certificate III supported by TBS.	No experience. An employee would have commenced on the job training.	This is an entry level role providing assistance and support to individuals at home by undertaking routine activities, such as cleaning, washing and shopping.	Works under direction and reports to home support advisor.	Home Support Team Member
Level 2	2	Home Support Team Member	Certificate III or Certificate IV (desirable but not essential) or working towards a relevant degree in a related field	No experience. The first pay point for this classification is for an entry level classification for a certificate qualified person.	Employees at this level provide assistance and support to individuals at home by undertaking activities, such as assisting with daily hygiene, cooking meals, domestic assistance and monitoring medications and simple clinical tasks.	Work within clearly defined parameters as defined by client support plans. Reports to an employee classified at level 4 or 5.	Home Support Team Member
Level 3	2	Home Support Team Member	Certificate III or Certificate IV (desirable but not essential) or working towards a relevant degree in a related field	This is a classification for a certificate qualified employee with at least two years' experience in a similar role. This classification is by appointment only.	Employees at this level use their qualifications and experience to perform services described at level 2 with a higher level of complexity than level 2.	Employees work autonomously and report to an employee classified at a higher level.	Home Support Team Member

HOME SUPPORT CLASSIFICATIONS continued

Level	Increment	Classification	Qualifications	Experience/entry	Description	Autonomy	Indicative positions
Level 4	4	Home Support Team Member	Certificate III or Certificate IV (desirable but not essential) or working towards a degree in a related field	This is a classification for a certificate qualified employee with at least two years' experience in a similar role. This classification is by appointment only.	Employees at this level use their qualifications and experience to perform services described at level 3 for clients who have more complex needs including those with a disability or those requiring support with end of life care.	Employees work autonomously and report to an employee classified at a higher level.	Home Support Team Member, Food Services Team Member
Level 5	4	Home Support Partner	Certificate IV (desirable but not essential) or working towards a degree in a related field or diploma in relevant field	This is a classification for a certificate qualified employee with at least four years experience in in classification 2 or 3. This classification is by appointment only.	Employees at this level use their qualifications and experience to assess and co-ordinate client services and may be required to supervise a small team offering support services.	Employees work autonomously and report to a Team Leader or a Manager.	Home Support Partner
Level 6	4	Home Support Partner	A degree in a relevant field.	This is a classification for a degree qualified employee with at least two years experience in classification 3 or 4. This classification is by appointment only.	Employees at this level use their qualifications and experience to assess and co-ordinate client services and may be required to supervise a small team offering support services.	Employees work autonomously and report to a Team Leader or a Manager.	Home Support Partner, Activities Co-Ordinator, Village Co-Ordinator, Volunteer Co-Ordinator

HOME SUPPORT CLASSIFICATIONS continued

Level	Increment	Classification	Qualifications	Experience/entry	Description	Autonomy	Indicative positions
Level 7	1	Senior Home Support Partner	A degree in a relevant field.	<p>This is a classification for a degree qualified employee with more than five year's experience at level 5 or 6.</p> <p>This classification is by appointment only.</p>	Employees at this level are senior practitioners who have responsibility for more complex case loads and have specialist knowledge of ageing and disability services.	Works autonomously and contributes knowledge in delivery of services, and provides high level practice support . Reports to a Team Leader or Manager.	Senior Home Support Partner
Level 8	Banded	Team Leader	Certificate IV or a degree in a relevant field and/or equivalent experience.	<p>This is a classification for a degree or certificate qualified person with at least 5 years experience at level 3-5 or equivalent.</p> <p>This classification is by appointment only.</p>	Employees at this level are the most senior Home Support workers. They assist the Manager with support and supervision, or more junior classifications and mentor and advise other home support workers.	Employees work autonomously and report to a Manager.	Team Leader

ADMINISTRATION CLASSIFICATIONS

Level	Increment	Classification	Qualifications	Experience/entry	Description	Autonomy	Indicative positions
Level 1	1	Administration Assistant	Unqualified, committed to undertake a Certificate III supported by TBS.	None required. An employee would have commenced on the job training.	This is an entry level role for an individual undertaking routine clerical duties such as data processing, word processing and clerical support.	Works under close direction undertaking basic routine activities.	Administration Assistant
Level 2	2	Administrator	Certificate III in a related field.	This is an entry level position for an employee with a certificate III	This position provides administrative support for the efficient operation to services.	Works under general direction undertaking basic routine activities.	Administration Officer, Receptionist,
Level 3	3	Administrative Officer	Certificate III in relevant field	At least 2 years relevant experience at level 2 or a similar level.	This position performs tasks of a level 2 employee and also provides more complex administrative support for the efficient operation to services.	Works under general direction undertaking a variety of administrative tasks.	Admin & Client Services Assistant, Administration and Systems Assistant, Administration Officer, Receptionist

ADMINISTRATION CLASSIFICATIONS continued

Level	Increment	Classification	Qualifications	Experience/entry	Description	Autonomy	Indicative positions
Level 4.1	2	Senior Administrative officer	Certificate III in relevant field	Over 5 years' relevant experience at a lower classification level. This classification is by appointment only.	This positions provides high level operational support and establishes and co-ordinates administration services.	Works autonomously	Senior Administration Officer, Roster Officer
Level 5.1	2	Administration Team Leader	Certificate III in relevant field or 3 year degree or equivalent.	Over 5 years relevant experience at a lower classification level plus experience at supervising other staff members and leading a team. This classification is by appointment only.	This position is responsible for supervising administrative staff, co-ordinating and implementing administrative systems for efficient service delivery.	Works autonomously	Administration co-ordinator, operations support co-ordinator,

EARLY CHILDHOOD CLASSIFICATIONS

Level	Increment	Classification	Qualifications	Experience/entry	Description	Autonomy	Indicative positions
Level 1	1	Service Support Worker	No experience.	Entry Level	This is an entry level position for an employee providing support work in Children's Services.	Works under close supervision with guidance and direction.	Support Worker
Level 2	2	Service Support Worker	No experience. Committed to undertake a Certificate III supported by TBS.	Greater than 1 year at level 1.	Employees at this classification level provide support Services to TBS centres offering Children's Services and perform work within established work procedures.	Works under regular supervision from an employee at a higher classification level.	Support Worker, Cook
Level 3	1	Service Support Worker	AQF Certificate III or Equivalent	Greater than 2 years experience at level 1 or 2.	Employees at this classification level use their qualifications and experience to provide support services to centres offering Children's Services and undertake work exercising discretion consistent with their qualifications and experience.	Works under routine supervision from an employee at a higher classification level.	Support Worker, Cook
Level 4	1	Service Support Co-Ordinator	AQF Certificate III or Equivalent	Greater than 2 years experience at level 2 or 3. This classification is by appointment only.	Employees at this classification level use their qualifications and experience to supervise a team offering support Services to centres offering Children's Services.	Works autonomously.	Leading hand, cook, trades person

EARLY CHILDHOOD CLASSIFICATIONS continued

Level	Increment	Classification	Qualifications	Experience/entry	Description	Autonomy	Indicative positions
Level 3	3	Early Childhood Educator	AQF Certificate III in Children's Services or working towards a Certificate III and in TBS's opinion has sufficient knowledge and experience to perform work at this level.	Entry level for Cert III	Employees at this classification level support Teachers or Lead Educators to implement education programs for 0-6 year olds	Tasks are supervised by a Teacher or Lead Educator. Employees are line managed by a Centre Team Leader.	Educator
Level 4	1	Early Childhood Educator Diploma	AQF Diploma in Children's Services or equivalent as recognised by licensing authorities or studying towards a diploma.	This is an entry level position for an employee with a diploma This classification is by appointment only.	Employees at this classification level may support Teachers and/or can be responsible for quality care and education programs in a room for 0-6 year olds.	Employees work autonomously and report to a Centre Team Leader.	Educator
Level 5	3	Lead Educator	AQF Diploma in Children's Services or equivalent or (Certificate IV in Children's services) or equivalent.	At least 2 years experience at level 4 or below. This classification is by appointment only.	Employees at this classification level may support Teachers and are appointed as the person in charge of a group of children from birth to 6 years. If they hold a certificate IV in Out of School Hours Care they may be appointed as the person in charge of a group of children from birth to 12 years.	Employees work autonomously and report to a Centre Team Leader. Employees at this level may be appointed as an Authorised Supervisor.	Lead Educator

EARLY CHILDHOOD CLASSIFICATIONS continued

Level	Increment	Classification	Qualifications	Experience/entry	Description	Autonomy	Indicative positions
Level 6	Banded according to experience	Advanced Lead Educator	AQF Advanced Diploma or Cert V in Children's Services or in TBS's opinion sufficient knowledge and experience to perform work at this level	Greater than 5 years relevant experience at level 3 or above. This classification is by appointment only.	Employees at this classification level support Teachers and are responsible for quality care and education programs in a room for 0-6 year olds.	Employees work autonomously and report to a Centre Team Leader.	Advanced Lead Educator, Children's services Co-ordinator
Level 7	Banded according to experience	Centre Team Leader	Three or four year degree in Early Childhood Education	Greater than 5 years at level 4, 5 or 6. This classification is by appointment only.	Employees at this classification level support the manager in managing a child care service and have developed the skills to lead others and provide advice to staff on best practice service delivery.	Employees work autonomously and work is supervised by a Manager	Team Leader

TEACHING CLASSIFICATIONS

1. Description

1.1 Teachers who work in Pre-schools, Kindergartens, Long Day Care Centres or other TBS Early Education Services will be responsible for:

- (a) teaching;
- (b) delivery of educational programs and co-curricular activities; and
- (c) administration, review and other activities associated with teaching, educational programs and co-curricular activities.

2. Classification Level

2.1 Teachers will progress up one Teacher Salary Scale (**TSS**) level per Teaching Year of Service up to Level 12 of the TSS as set out in Schedule 1.

2.2 On commencement of employment with TBS, it will allocate a classification level to a Teacher based on their Teaching Qualifications and experience. Entry level teachers will commence on the TSS as follows:

Qualification	Classification
Three year degree or equivalent	Level 1
Four year degree or equivalent	Level 3
Five year degree or equivalent	Level 4

3. Qualifications

3.1 For the purpose of this Agreement, Teaching Qualification means:

- (a) a degree qualification or equivalent in Early Childhood Education and care services approved or recognised by the Australian Children's Education and Care Quality Authority (**ACECQA**); and
- (b) if required to work in a particular state, relevant state accreditation to become an Early Childhood Teacher. For example, in NSW, this would be accreditation with the New South Wales Board of Studies.

3.2 On engagement, TBS will require a Teacher to provide it with original documentary evidence of their qualifications, accreditation and teaching experience, which will determine the Teacher's level on the TSS.

3.3 If TBS considers that the Teacher has not provided it with satisfactory evidence of their qualifications, accreditation or experience, TBS will:

- (a) advise the employee in writing; and
- (b) may decline to recognise the relevant qualification, accreditation or experience until satisfactory evidence is provided.

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

3.5 If an employee:

- (a) has TBS's approval to work outside of TBS, and obtains further teaching experience with another employer (for example during unpaid leave); or
- (b) gains additional qualifications after commencement of employment with TBS;

TBS will classify that Teacher in the classification appropriate to their qualifications and experience from the date of completion of the experience or qualifications, provided the Teacher provides TBS with satisfactory evidence of those additional qualifications or experience within three months of completion. In all other cases the employee will be classified and paid from the date satisfactory evidence is provided.

Schedule B – Pay Rates

CHILD AND FAMILY CLASSIFICATIONS						
Abbr	Level	Classification	Initial (1.1%)	1 Jan 2017 (1.0%)	1 July 2017 (3.5%)	1 July 2018 (3.5%)
CF 1	Level 1	Support Worker	20.83	21.04	21.77	22.54
CF 2.1	Level 2.1	Support Worker	23.51	23.75	24.58	25.44
CF 2.2	Level 2.2	Support Worker	25.16	25.41	26.30	27.22
CF 2.3	Level 2.3	Support Worker	26.01	26.27	27.19	28.14
CF 3.1	Level 3.1	Support Worker	26.66	26.92	27.87	28.84
CF 3.2	Level 3.2	Support Worker	27.61	27.89	28.86	29.87
CF 3.3	Level 3.3	Support Worker	28.35	28.63	29.63	30.67
CF 4.1	Level 4.1	Experienced Support worker	29.07	29.36	30.38	31.45
CF 4.2	Level 4.2	Experienced Support worker	29.60	29.89	30.94	32.02
CF 4.1A	Level 4.1A	Graduate Practitioner	29.60	29.89	30.94	32.02
CF 5.1	Level 5.1	Child and Family Practitioner	31.06	31.37	32.47	33.60
CF 5.2	Level 5.2	Child and Family Practitioner	31.89	32.20	33.33	34.50
CF 5.3	Level 5.3	Child and Family Practitioner	32.74	33.06	34.22	35.42
CF 5.4	Level 5.4	Child and Family Practitioner	33.53	33.87	35.05	36.28
CF 6	Level 6	Child and Family Practitioner (Advanced) *	35.53	35.89	37.14	38.44
CF 7	Level 7	Senior Practitioner	37.37	37.74	39.07	40.43
CF 8	Level 8	Team Leader (Banded) rate is starting rate	39.21	39.60	40.99	42.42

HOME SUPPORT CLASSIFICATIONS						
Abbreviation	Level	Classification	Initial (1.1%)	1 Jan 2017 (1.0%)	1 July 2017 (3.5%)	1 July 2018 (3.5%)
HS 1	Level 1	Home Support Team Member	19.26	19.45	20.13	20.83
HS 2.1	Level 2.1	Home Support Team Member	20.85	21.05	21.79	22.56
HS 2.2	Level 2.2	Home Support Team Member	21.31	21.52	22.28	23.06
HS 3.1	Level 3.1	Home Support Team Member	22.00	22.22	22.99	23.80
HS 3.2	Level 3.2	Home Support Team Member	22.49	22.71	23.51	24.33
HS 4.1	Level 4.1	Home Support Team Member	22.96	23.75	24.00	24.84
HS 4.2	Level 4.2	Home Support Team Member	23.76	24.48	24.84	25.71
HS 4.3	Level 4.3	Home Support Team Member	24.57	25.41	25.68	26.58
HS 4.4	Level 4.4	Home Support Team Member	25.40	26.27	26.55	27.48
HS 5.1	Level 5.1	Home Support Partner	26.03	26.92	27.21	28.17
HS 5.2	Level 5.2	Home Support Partner	27.04	27.61	28.27	29.26
HS 5.3	Level 5.3	Home Support Partner	28.06	28.35	29.33	30.35
HS 5.4	Level 5.4	Home Support Partner	29.07	29.36	30.38	31.45
HS 6.1	Level 6.1	Home Support Partner	31.06	31.37	32.47	33.60
HS 6.2	Level 6.2	Home Support Partner	31.89	32.20	33.33	34.50
HS 6.3	Level 6.3	Home Support Partner	32.74	33.06	34.22	35.42
HS 6.4	Level 6.4	Home Support Partner	33.53	33.87	35.05	36.28
HS 7	Level 7	Senior Home Support Partner	37.37	37.74	39.07	40.43
HS 8	Level 8	Team Leader	39.21	39.60	40.99	42.42

ADMINISTRATION CLASSIFICATIONS						
Abbreviation	Level	Classification	Initial (1.1%)	1 Jan 2017 (1.0%)	1 July 2017 (3.5%)	1 July 2018 (3.5%)
ADM 1	Level 1	Administration Assistant	20.83	21.04	21.77	22.54
ADM 2.1	Level 2.1	Administrator	23.51	23.75	24.58	25.44
ADM 2.2	Level 2.2	Administrator	24.33	24.57	25.43	26.32
ADM 3.1	Level 3.1	Administrative Officer	25.16	25.41	26.30	27.22
ADM 3.2	Level 3.2	Administrative Officer	26.01	26.27	27.19	28.14
ADM 3.3	Level 3.3	Administrative Officer	27.53	27.80	28.78	29.78
ADM 4.1	Level 4.1	Senior Administrative officer	28.29	28.58	29.58	30.61
ADM 4.2	Level 4.2	Senior Administrative officer	29.07	29.36	30.39	31.45
ADM 5.1	Level 5.1	Administration Team Leader	32.74	33.06	34.22	35.42
ADM 5.2	Level 5.2	Administration Team Leader	33.53	33.87	35.05	36.28
ADM 6	Level 6	Executive Administration Support Officer	34.99	35.34	36.58	37.86

EARLY CHILDHOOD CLASSIFICATIONS						
Abbreviation	Level	Classification	Initial (1.1%)	1 Jan 2017 (1.0%)	1 July 2017 (3.5%)	1 July 2018 (3.5%)
ECSW 1.1	Level 1	Service Support Worker	18.31	18.49	19.14	19.81
ECSW 2.1	Level 2.1	Service Support Worker	19.01	19.20	19.87	20.56
ECSW 2.2	Level 2.2	Service Support Worker	19.66	19.86	20.56	21.28
ECSW 3.1	Level 3	Service Support Worker	20.84	21.05	21.78	22.55
ECSW 4.1	Level 4	Service Support Co-Ordinator	23.95	24.19	25.03	25.91
EC 3.1	Level 3.1	Early Childhood Educator	21.33	21.54	22.30	23.08
EC 3.2	Level 3.2	Early Childhood Educator	22.04	22.26	23.04	23.85
EC 3.3	Level 3.3	Early Childhood Educator	22.73	22.96	23.76	24.59
EC 4	Level 4	Early Childhood Educator (Diploma)	23.99	24.23	25.08	25.96
EC 5.1	Level 5.1	Lead Educator	24.55	24.79	25.66	26.56
EC 5.2	Level 5.2	Lead Educator	24.92	25.17	26.05	26.96
EC 5.3	Level 5.3	Lead Educator	26.50	26.77	27.70	28.67
EC 6.1	Level 6.1	Advanced Lead Educator	26.29	26.55	27.48	28.44
EC 6.2	Level 6.2	Advanced Lead Educator	26.67	26.94	27.88	28.85
EC 7	Level 7	Centre Team Leader (Starting rate)	39.21	39.64	40.04	41.44

TEACHING CLASSIFICATIONS						
Abbreviation	Level	Classification	Initial (1.1%)	1 Jan 2017 (1.0%)	1 July 2017 (3.5%)	1 July 2018 (3.5%)
T1	Level 1	Teacher	25.63	25.88	26.79	27.72
T2	Level 2	Teacher	26.82	27.09	28.04	29.02
T3	Level 3	Teacher	28.12	28.40	29.40	30.43
T4	Level 4	Teacher	29.33	29.62	30.66	31.73
T5	Level 5	Teacher	30.59	30.90	31.98	33.10
T6	Level 6	Teacher	31.98	32.30	33.43	34.60
T7	Level 7	Teacher	32.76	33.09	34.25	35.44
T8	Level 8	Teacher	33.52	33.86	35.04	36.27
T9	Level 9	Teacher	34.79	35.14	36.37	37.64
T10	Level 10	Teacher	36.11	36.48	37.75	39.07
T11	Level 11	Teacher	37.05	37.42	38.73	40.09
T12	Level 12	Teacher	37.10	37.47	38.78	40.14

