



# DECISION

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

**Methodist Ladies' College**  
(AG2020/3778)

## **EARLY LEARNING CENTRE AND OUTSIDE OF SCHOOL HOURS CARE, MLC ENTERPRISE AGREEMENT 2021-2024**

Educational services

COMMISSIONER WILLIAMS

PERTH, 22 FEBRUARY 2021

*Application for approval of the Early Learning Centre and Outside of School Hours Care,  
MLC Enterprise Agreement 2021-2024.*

[1] An application has been made for approval of an enterprise agreement known as the *Early Learning Centre and Outside of School Hours Care, MLC Enterprise Agreement 2021-2024* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Methodist Ladies' College. The Agreement is a single-enterprise agreement.

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

[3] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 1 March 2021. The nominal expiry date of the Agreement is 21 February 2025.



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<AE510539 PR727213>

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**EARLY LEARNING CENTRE  
AND OUTSIDE SCHOOL HOURS  
CARE, MLC  
ENTERPRISE AGREEMENT 2021-  
2024**

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**Arrangement**

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## PART A - APPLICATION AND OPERATION

### 1. TITLE

This Agreement is known as the Early Learning Centre and Outside of School Hours Care, MLC Enterprise Agreement 2021-2024 (the **Agreement**).

### 2. SCOPE AND PARTIES BOUND

2.1 This Agreement applies to, and binds, the following parties:

- The Employer- Methodist Ladies' College (the **College** or the **Employer**); and
- Employees of the Employer (the **Employees**) when they are engaged in one of the classifications contained in Schedule 1 in respect of all work done by these Employees in the College Early Learning Centre and Outside of School Hours Care (**ELC/OSHC**) services.

2.2 This Agreement shall not apply to:

- The Director of the ELC and the ELC Administrator.

### 3. PERIOD OF OPERATION

3.1 This Agreement commences operation on the seventh (7<sup>th</sup>) day after it is approved by the Fair Work Commission (the Commission).

3.2 The nominal expiry date of this Agreement is four (4) years after the day on which the Agreement is approved by the Commission.

3.3 This Agreement continues to operate beyond the nominal expiry date until it is replaced or terminated in accordance with the *Fair Work Act 2009* (the FW Act).

### 4. RELATIONSHIP TO NES AND AWARDS

4.1 This Agreement operates to the exclusion of the Educational Services (Schools) General Staff Award 2020 and the Educational Services (Teachers) Award 2020 (the Awards), except as expressly referred to in this Agreement.

4.2 This Agreement also completely excludes the operation of any other Award or other industrial instrument.

4.3 Nothing in this Agreement is intended to exclude any provision of the National Employment Standards (NES) under the FW Act and/or Regulations. The NES will apply and are to be read in conjunction with this Agreement. Nothing in this Agreement operates to provide an entitlement less than the NES.

### 5. DEFINITIONS

For the purposes of this Agreement,

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

**"Casual Loading"** means a loading paid to a Casual Employee in compensation for entitlements otherwise paid for redundancy, annual leave, personal/carer's leave and any other paid leave under the Act and notice of termination.

**“Centre Year”** means the number of weeks, for which the College ELC/OSHC is open over the course of a calendar year.

**“College Leadership Team (CLT)”** are those employees who are specifically identified as being part of the primary College leadership group named CLT, including but not limited to the Principal, the Deputy Principal, the roles of Assistant Principals, the roles of Director and the Chaplain.

**“College, Employer or MLC”** means Methodist Ladies’ College (ABN 52742627687).

**“Continuous Service”** has the meaning given in section 22 of the FW Act.

**“Director”** means the designated role and person who is responsible for the day to day operation of the ELC/OSHC and who holds the appropriate Early Childhood qualifications.

**“Early Learning Centre, ELC, or Centre”** means the College Early Learning Centre owned and operated by Methodist Ladies’ College which provides childcare and/or educational development programmes for children under school age.

**“Early Childhood Teacher”** shall mean:

- (i) a person registered with the Teacher Registration Board of Western Australia (TRBWA) who is employed in an early childhood teaching position at the Early Learning Centre;
- (ii) a person possessing an authority to teach which is issued by the TRBWA and who is employed in an early childhood teaching position at the Early Learning Centre.

**“Employee or Employees”** means an Employee of the Employer who is covered by this Agreement. All references to an employee also includes the plural.

**“Immediate Family or Household”** means a current or former spouse or de facto partner, or a child, parent, grandparent, grandchild or sibling of the staff member or their current or former spouse or partner; or a person who usually resides with the staff member in the same private dwelling.

**“Industrial Instrument”** means an instrument that is made under, or recognised by, a workplace law and concerns the relationship between employers and employees.

**“Irregular Casual Employee”** is one who has been engaged to perform work on an occasional and non-systematic or irregular basis such as an agency worker.

**“Junior Employee”** refers to an employee under the age of 21.

**“NES”** means the National Employment Standards as contained in sections 59 to 131 of the FW Act.

**“Outside of School Hours Care (OSHC)”** means the outside of school hours care and vacation care services and programme.

**“Public Holiday”** has the meaning given to it is the Act.

**“Serious Misconduct”** has the meaning given in regulation 1.07 of the Fair Work Regulations 2009 (Cth).

## **PART B - RATES OF PAY, BENEFITS AND RELATED MATTERS**

### **6. CONTRACT OF SERVICE**

Due to the nature of the services provided by the ELC/OSHC, Employees may be requested to work on either a temporary or permanent basis, so as to meet the operational needs of the ELC/OSHC.

#### **Types of Employment**

- 6.1 All Employees will carry out lawful directions and duties that are within their skill, competency and training provided the Employee is capable of performing the work in a safe manner.
- 6.2 Employees are engaged as full-time, part-time or casual Employees. Full-time or part-time Employees may also be engaged on a specified period of time or specified task basis.

#### **Permanent Employees**

- 6.3 Full-time Employees are Employees engaged to work 38 ordinary hours per week or an average of 38 ordinary hours per week. With the exception of specified period of time and specified task Employees, full-time Employees are engaged on an ongoing basis.
- 6.4 A part-time Employee is an Employee who works an average of fewer than 38 ordinary hours per week and has reasonably predictable hours of work but subject to change to meet operational requirements. With the exception of specified period of time and specified task Employees, part-time Employees are engaged on an ongoing basis
- For each ordinary hour worked, a part-time Employee will be paid no less than the ordinary time hourly rate for the relevant classification and pro rata entitlements for those hours.
  - The Employer must inform a part-time Employee of the ordinary hours of work and the starting and finishing times but subject to change to meet operational requirements.
  - Before commencing a period of part-time employment, the Employee and the Employer will agree in writing:
    - i. That the Employee may work part-time;
    - ii. The hours to be worked by the Employee, the days upon which the hours will be worked and commencing times for the work but subject to change to meet operational requirements;
    - iii. The classification applying to the work to be performed; and upon the period of part-time employment.
  - The terms of an agreement in 6.4 thereof may be varied, in writing, by consent.

#### **Temporary Employees**

- 6.5 A “specified period of time Employee” is a full-time or part-time Employee whose contract of employment is limited to a defined period of time specified in writing

at the time the Employee is engaged. The specified period of time employment will end automatically when the specified period of time reaches its nominated expiry date and the Employee will not be entitled to notice on termination.

### **Casual Employees**

6.6 Casual Employee means an Employee engaged as such and paid on an hourly basis. A Casual Employee may be engaged in a variable manner, based on the needs of the Employer, and work may or may not be available on any day, week or across any roster cycle. The Employer provides no guarantee or assurances in relation to ongoing work.

6.7 Casual Employees:

- will receive a 25% casual loading in lieu of entitlements such as personal leave, annual leave, community service leave, public holidays not worked and notice of termination and redundancy benefits;
- will not accrue continuity of service for the purposes of calculating any employment related benefits (except where required by applicable law); and
- will be entitled to payment for a minimum of two (2) hours work per engagement.

6.8 Right to Request Casual Conversion

- (a) A person engaged as a regular casual employee may request that their employment be converted to full-time or part-time employment.
- (b) A regular casual employee is a casual employee who has in the preceding period of 12 months worked a pattern of hours on an ongoing basis which, without significant adjustment, the employee could continue to perform as a full-time employee or part-time employee under the provisions of this award.
- (c) A regular casual employee who has worked equivalent full-time hours over the preceding period of 12 months' casual employment may request to have their employment converted to full-time employment.
- (d) A regular casual employee who has worked less than equivalent full-time hours over the preceding period of 12 months' casual employment may request to have their employment converted to part-time employment consistent with the pattern of hours previously worked.
- (e) Any request under this subclause must be in writing and provided to the employer.
- (f) Where a regular casual employee seeks to convert to full-time or part-time employment, the employer may agree to or refuse the request, but the request may only be refused on reasonable grounds and after there has been consultation with the employee.
- (g) Reasonable grounds for refusal include that:
  - i. it would require a significant adjustment to the casual employee's hours of work in order for the employee to be engaged as a full-time or part-time employee in accordance with the provisions of this award – that is, the casual employee is not truly a regular casual employee as defined in paragraph (b);
  - ii. it is known or reasonably foreseeable that the regular casual employee's position will cease to exist within the next 12 months;



- iii. it is known or reasonably foreseeable that the hours of work which the regular casual employee is required to perform will be significantly reduced in the next 12 months; or
  - iv. it is known or reasonably foreseeable that there will be a significant change in the days and/or times at which the employee's hours of work are required to be performed in the next 12 months which cannot be accommodated within the days and/or hours during which the employee is available to work.
- (h) For any ground of refusal to be reasonable, it must be based on facts which are known or reasonably foreseeable.
  - (i) Where the employer refuses a regular casual employee's request to convert, the employer must provide the casual employee with the employer's reasons for refusal in writing within 21 days of the request being made. If the employee does not accept the employer's refusal, this will constitute a dispute that will be dealt with under the dispute resolution procedure in this Agreement. Under that procedure, the employee or the employer may refer the matter to the Fair Work Commission if the dispute cannot be resolved at the workplace level.
  - (j) Where it is agreed that a casual employee will have their employment converted to full-time or part-time employment as provided for in this clause, the employer and employee must discuss and record in writing:
    - i. the form of employment to which the employee will convert – that is, full-time or part-time employment; and
    - ii. if it is agreed that the employee will become a part-time employee, the matters referred to in clause 6.4.
  - (k) The conversion will take effect from the start of the next pay cycle following such agreement being reached unless otherwise agreed.
  - (l) Once a casual employee has converted to full-time or part-time employment, the employee may only revert to casual employment with the written agreement of the employer.
  - (m) A casual employee must not be engaged and re-engaged (which includes a refusal to re-engage), or have their hours reduced or varied, in order to avoid any right or obligation under this clause.
  - (n) Nothing in this clause obliges a regular casual employee to convert to full-time or part-time employment, nor permits an employer to require a regular casual employee to so convert.
  - (o) Nothing in this clause requires an employer to increase the hours of a regular casual employee seeking conversion to full-time or part-time employment.
  - (p) An employer must provide a casual employee, whether a regular casual employee or not, with a copy of the provisions of this subclause within the first 12 months of the employee's first engagement to perform work.
  - (q) A casual employee's right to request to convert is not affected if the employer fails to comply with the notice requirements in paragraph (p).

### **Probation**

- 6.9 All new full-time and part-time Employees are required to serve a probationary period of six (6) months. The purpose of the probation period is to determine the employee's suitability for ongoing employment. During this period, the employee's work performance will be assessed.
- 6.10 At or prior to the completion of the Employee's probation period to the Employer's

satisfaction, the Employer will confirm the Employee's ongoing employment in writing.

- 6.11 This sub clause does not have any effect on the minimum employment period under the Fair Work Act 2009.

**Stand Down**

- 6.12 Notwithstanding any other provision in this Agreement, where an Employee cannot be usefully employed due to industrial action, breakdown of equipment or any stoppage of work over which the Employer cannot be reasonably held responsible, the Employer may stand down the Employee and withhold payment for that period. This does not break continuity of employment for the purposes of any entitlements.

**7. SALARIES AND RATES OF PAY**

- 7.1 Employees are classified according to the classifications contained in Schedule 1 based on their skills and abilities which they most commonly use on the job.
- 7.2 Employees (other than Junior Employees) engaged on work covered by this Agreement are to be paid not less than the minimum salaries and rates of pay according to their classification, as outlined in Schedule 1.
- 7.3 The salaries and rates of pay contained in Schedule 1 of the Agreement will be reviewed by the College on an annual basis to ensure that the rates meet any award obligations. An increase will be applied, from 1 January each year commencing from January 2022, to the Agreement salaries and rates of pay. The increase will be consistent with the Fair Work Commission's most recent Annual Wage Review decision for the Educational Services (Schools) General Staff Award 2020 and the Educational Services (Teachers) Award 2020.

**Junior Employees**

- 7.4 A junior Employee, engaged in the Assistant Educator classification, is to be paid at the following percentage of the appropriate adult rate for the level performed.

<b>Age</b>	<b>% of adult rate</b>
Under 17 years of age	50
17 years of age	60
18 years of age	70
19 years of age	80
20 years of age	90

**8. ALLOWANCES**

**Use of Own Car in Course of Duty**

- 8.1 Where an Employee is required and authorised to use his/her own motor vehicle in the course of duty, the Employee shall be paid an allowance of not less than that provided for taxation purposes by the Australian Taxation Office, unless otherwise agreed by the Employee.

**Higher duties**

- 8.2 The ELC/OSHC may direct an employee to temporarily perform duties applicable

to a classification higher than their current classification. Where the employee performs such duties for more than five consecutive days and those duties constitute the whole or substantially the whole type of duties which would attract the higher classification, the employee will be paid the rate of pay applicable to the higher classification for the whole period during which the duties are performed and will be at the discretion of the Director.

### **Educational Leader**

- 8.3 An allowance equivalent to 5% of the applicable salary for the employee will be paid for employees who undertake the role of an Educational Leader. This role can be undertaken by employees who are engaged as Senior Educators and Room Leaders.

## **9. BENEFITS**

### **Discounted School Fees**

- 9.1 During the course of their employment with the ELC/OSHC, full time Employees will be entitled to a discount of 20% for ELC fees and 25% for College tuition fees (Pre-Primary to Year 12). The 20% discount for Kindergarten will replace the 25% discount effective from when the Kindergarten joins the ELC (anticipated to be 1 January 2021). Part-time Employees are entitled to a pro rata discount depending on load.

### **Parking**

- 9.2 Employees will be provided with free car parking facilities at the workplace subject to availability.

### **Employee Assistance Program**

- 9.3 Employees will be entitled to four free confidential counselling and advice sessions on personal issues in accordance with the College's Employee Assistance Program.

### **Meals**

- 9.4 During term time only when the boarding house is in operation, Employees will be entitled to lunch from the catering facilities as provided by the College.

### **Gym and Swimming Pool**

- 9.5 Employees will be provided with free access to the College gym and swimming pool.

## **10. SUPERANNUATION**

### **Applicable Legislation**

- 10.1 The Employer will comply with the requirements prescribed by the *Superannuation Guarantee (Administration) Act 1992* and any other applicable legislation governing superannuation.

### **Choice and Default Fund**

- 10.2 On commencement of employment, and annually thereafter, the Employee can

nominate, in writing, a complying superannuation fund of their choice into which the Employer will make superannuation contributions. The default fund for an Employee who fails to make an election in accordance with the relevant legislation will be determined by the College and will contain a MySuper component.

### **Salary Packaging**

- 10.3 If the Employee chooses to salary package in accordance with the College's Salary Packaging Policy, the Superannuation Guarantee Contributions as determined by the *Superannuation Guarantee (Administration) Act 1992* will be based on the gross salary before it is reduced by the salary sacrifice.

## **11. PAYMENT OF WAGES**

- 11.1 Employees will be paid fortnightly on the day nominated by the Employer by electronic funds transfer into the Employee's nominated Australian financial institution account.

## **PART C - EMPLOYMENT RELATIONSHIP, TERMINATION OF EMPLOYMENT AND RELATED MATTERS**

### **12. HOURS OF WORK AND RELATED MATTERS**

#### **ELC/OSHC Year**

- 12.1 The ELC/OSHC shall operate for 50 weeks per year subject to gazetted public holidays.

#### **Ordinary Hours of Work**

- 12.2 The ordinary hours of work of full-time Employees will be an average of 38 hours per week.
- 12.3 Ordinary hours will be worked between 6:30am and 6:30pm in periods not exceeding eight hours, in unbroken periods save for meal breaks, between Monday and Friday. Employees acknowledge that the nature and demands of their employment may necessitate attendance at work at times, other than, and in addition to these hours.
- 12.4 The Employer determines the actual method of working ordinary hours and rostered hours of work to be mutually beneficial to the functioning of the ELC/OSHC. Where the Employer wishes to alter the working hours, it may do so by agreement with the majority of Employees affected by the change or, where no agreement is reached, by providing one week's notice of the proposed change.
- 12.5 Employees may be required to work reasonable additional hours from time to time or regularly as part of a roster and will be entitled to overtime as applicable.

#### **Rostering**

- 12.6 The ELC/OSHC will post a legible roster at a place readily accessible to ELC/OSHC Employees indicating the rostered hours of work.
- 12.7 The roster may be required to be changed with short notice in cases of an

unplanned employee absence or due to an emergency outside the ELC/OSHC's control.

### **Staff meetings**

- 12.8 All employees, excluding casuals, are required to attend a monthly staff meeting of up to 2 hours outside normal ELC/OSHC operation hours. Casuals need to attend where directed by the Director unless otherwise agreed.
- 12.9 Employees will be paid an additional amount for attendance at the meetings. They will be paid additional time at the employee's ordinary hourly rate of pay if the meeting falls within the ordinary working hours and at the applicable overtime rate if the meeting falls outside of the ordinary working hours.

### **Release Time**

- 12.10 An Employee responsible for the preparation, implementation and/or evaluation of developmental program(s) for a group of children will be allowed release time for program preparation, professional development and reading. The release time will be a minimum of 1.5 hours per fortnight for Assistant Educators and Senior Educators and a minimum of 4 hours per fortnight for Room Leaders or those in leadership positions. This will be rostered in advance where possible.
- 12.11 Release time will be discussed with the Director and an assessment undertaken for the number of children the employee is responsible for in each week and then that release time will be taken at a time to be negotiated between the employee and the Director. The release time will be at the discretion of the Director to change if required.

### **Broken Shifts**

- 12.12 An employee may be rostered to work ordinary hours in a broken shift which is defined as a shift that is rostered in 2 periods of duty, exclusive of breaks, per day.
- 12.13 Where an employee (other than a casual employee) is rostered to work ordinary hours in a broken shift, the employee will be paid the minimum hourly rate plus a broken shift penalty of 15% of the minimum hourly rate with a minimum payment as for 2 hours for each period of duty.
- 12.14 The broken shift penalty under clause 12.13 is in addition to any applicable penalty rate under clause 14 Overtime.
- 12.15 The maximum spread between the start of the first period of duty and the end of the second period of duty for a broken shift is 12 hours. Any hours in excess of this 12 hour spread will be paid for as overtime.

## **13. REST PERIODS AND MEAL BREAKS**

- 13.1 A combined break taken over lunch, comprising a paid rest period of 20 minutes and unpaid lunch break of 30 minutes will be provided for employees each day at a time determined by the ELC/OSHC. The ELC/OSHC will arrange relief for an Employee during their break.
- 13.2 Unless agreed otherwise between the ELC/OSHC and Employee, the break is taken no later than 5 hours after commencement of ordinary hours of work on any day.

- 13.3 The ELC/OSHC and the Employee(s) may agree to vary these provisions to meet work requirements and the Employer may stagger the meal and rest breaks provided under this clause to meet operational requirements.

#### **14. OVERTIME**

- 14.1 The Employer may require an Employee to work a reasonable amount of overtime including rostered overtime.
- 14.2 Overtime is calculated daily for each 15 minutes worked.
- 14.3 Subject to the provisions of this clause, all work done beyond the ordinary hours on any day, Monday to Friday, inclusive, shall be paid for at the rate of time and one half for the first two hours and double time thereafter.
- 14.4 Overtime performed on:
- Saturdays shall be paid for at the rate of time and one half for the first three hours and double time thereafter;
  - Sundays shall be paid for at the rate of double time;
  - Public holidays shall be paid for at the rate of double time and a half.

#### **Part-time Employees**

- 14.5 A part-time Employee who is required to work in excess of their designated ordinary part-time hours of work on any day will be paid overtime pursuant to this clause.

#### **Time Off Instead of Overtime Payment**

- 14.6 An Employee and the College may agree that an Employee will be provided with time off instead of being paid an overtime payment for all authorised work performed outside of or in excess of the ordinary or rostered hours.
- 14.7 Overtime taken as time off during ordinary time hours must be taken at the ordinary time rate, that is, an hour for each hour worked.
- 14.8 Where an Employee and an Employer have agreed to time off instead of overtime payment under this clause and such time has not been taken:
- within four weeks of accrual; or
  - during the period agreed in writing between the Employer and the Employee;

the College must, if requested by an employee, provide payment, at the rate provided for the payment of overtime in the Agreement, for any overtime worked.

#### **15. PROFESSIONAL DEVELOPMENT**

- 15.1 Employees are responsible for ensuring they are aware of new developments in early childhood education. However, the parties recognise that continuing professional development of employees is a joint responsibility of both the ELC/OSHC and the Employee.
- 15.2 Employees will be provided with the opportunity to undertake professional learning and development in consultation with the Director. This will be paid by

the College where attendance is compulsory or when approved by the Director.

## **16. REQUIRED CLEARANCES AND QUALIFICATIONS**

- 16.1 At all times, Employees are required to maintain a valid Western Australian Working with Children Check, hold a National Police Certificate and any other clearances or qualifications they require to perform the inherent requirements of their job.
- 16.2 Employees will provide copies of clearances and qualifications to Human Resources on commencement of employment and at the time that these are renewed.
- 16.3 Employees may also be required to update other qualifications required to undertake their role such as food safety, child protection and chemical training. This is reviewed on an annual basis.

## **17. EMPLOYER AND EMPLOYEE DUTIES**

- 17.1 The Employer may direct an employee to carry out work duties that are within the limits of the employee's skills, competence and training.
- 17.2 The Employer may direct an employee to carry out such duties and to use such tools and equipment as may be required, provided that the employee has been properly trained in the use of such tools and equipment.
- 17.3 The Employee will faithfully perform all such duties and responsibilities of the employee's employment, as well as any other duties reasonably required by the employer from time to time.
- 17.4 Employees are expected to abide by all College, including ELC/OSHC, policies and procedures.
- 17.5 Any direction issued by the employer under this clause is to be consistent with the Employer's responsibilities to provide a safe and healthy working environment.

## **18. OBLIGATION OF FIDELITY AND GOOD FAITH**

- 18.1 The Employees agree that they will:
  - serve the College, including the ELC/OSHC, faithfully and diligently exercising all due care;
  - act at all times in the College's best interests;
  - refrain from acting, or being seen to act, in conflict with the College's best interests;
  - use their best endeavours to protect and promote the College's, including the ELC/OSHC, reputation;
  - use their best abilities and knowledge to perform their duties;
  - at all times comply with the terms of all of the College's policies (howsoever named but excluding any policies that may purport to vary wages and entitlements granted by this Agreement) as varied from time to time, and abide by all of the College's procedures and professional

service standards, as in place from time to time;

- at all times display a thorough and professional manner, upholding and maintaining the College's reputation, goodwill and its relationship with the College community; and
- display the highest ethical and professional standards and confidentiality towards the College and its students and their parents.

18.2 Nothing in this Agreement will be construed to limit employee duties of good faith or fidelity to the College or any other duties implied at law.

## **19. CONFIDENTIALITY**

19.1 The Employee must not reveal or use any confidential information acquired during their employment.

19.2 Confidential information refers to any information (written or oral) not publicly available and includes all information relating to the operations and activities of the Employer, including financial information, client information and anything else the ELC/OSHC notifies the employee as being confidential. This obligation will continue to apply after employment with the ELC/OSHC has ended.

## **20. HEALTH AND SAFETY**

### **The Employer**

20.1 The Employer is committed to providing a safe and healthy work environment. The Employer will comply with relevant State workplace health and safety laws and any relevant industry codes of practice.

### **The Employee**

20.2 The Employee will ensure that workplace health and safety rules and procedures are adhered to at all times. The Employee will use the safety and protective equipment or clothing provided. The Employee must not misuse any equipment, plant or process that has been provided to ensure workplace health and safety.

20.3 The Employee will report to the Employer as soon as possible any accidents, incidents or hazards arising during the course of employment. Any concerns in relation to the Employee's safety or the safety of others in the workplace should be reported to the Employer, who will take all practicable steps to provide and maintain a safe work environment.

## **21. INTELLECTUAL PROPERTY**

21.1 Any new idea, invention, improvement or work that could be registered as copyright or patented that the Employee either creates, develops or helps to develop in the course of their employment will remain the intellectual property of the Employer.

### **Property of the Employer**

21.2 Employees are required to take all reasonable care in the use of the Employer's property and to protect any of the Employer's property in their care.

21.3 On termination of employment or upon request to do so, Employees must return in good condition (subject to fair wear and tear) any property in their possession



belonging to the Employer.

- 21.4 Property includes, but is not limited to, documents, papers, reports, information in any way related to or arising during an employee's employment, programs, records, plans, drawings, intellectual property, business cards, equipment, materials, keys and other property (including mobile phones, computer software and hardware, and any vehicle and financial cards).

## **22. DISCRIMINATION AND HARASSMENT**

- 22.1 The Employer and Employee acknowledge that all people have the right to work in an environment where they feel safe from any form of harassment, including bullying. To this end, the Employer will not tolerate such behaviour, or a work environment that gives rise to such behaviour, and any allegations pertaining to workplace harassment, including bullying, will be taken seriously. Any employee found guilty of workplace harassment, including bullying, may have their employment terminated.

## **23. TERMINATION OF EMPLOYMENT**

- 23.1 Should the Employer wish to terminate the employment of a casual Employee, or a casual Employee wishes to terminate his or her contract of employment, one shall give to the other a minimum of one (1) days' notice.
- 23.2 Should the Employer wish to terminate the employment of a full-time or part-time Employee who is still on probation, or such an Employee who is still on probation wishes to terminate his or her contract of employment, one shall give to the other a minimum of one (1) weeks' notice.
- 23.3 Except in the case of a casual or probationary Employee, an Employee may terminate employment at any time by providing four (4) weeks' notice to the Employer.
- 23.4 Except in the case of a casual or probationary employee, the Employer may terminate employment on an Employee at any time by providing four (4) weeks' notice or pay in lieu of notice.
- 23.5 If terminated by the Employer, an Employee aged 45 years or over who has completed at least two years' continuous service will receive one additional week's notice.
- 23.6 If the required notice is not provided, the Employer or the Employee, as the case may be, may pay/forfeit a sum equivalent to the salary which would have been due had that notice been given and worked out.
- 23.7 The requirements of this subclause may be waived in part or whole by mutual agreement between the Employee and Employer

### **Summary Dismissal**

- 23.8 Nothing in this Agreement affects the Employer's right to dismiss an Employee without notice for serious misconduct. If so dismissed, the employee will only be entitled to be paid for the time worked up to the time of dismissal and any entitlements accrued to such time.

## **24. REDUNDANCY**

### **Entitlement to Redundancy**

24.1 Redundancy occurs when the employer decides that they no longer wish the job the employee has been doing to be done by anyone, and where this situation is not due to the ordinary and customary turnover of labour. This may happen because of changing operational requirements, the introduction of new technology, economic downturns, Employer mergers, take-overs or restructuring.

**Amount of Redundancy Pay**

24.2 In addition to the period of notice prescribed for ordinary termination, an employee whose employment is terminated by reason of redundancy will be entitled to the following amount of severance pay in respect of a continuous period of service:

<b>Period of Continuous Service</b>	<b>Redundancy Pay</b>
Less than one year	Nil
One year and less than two years	4 weeks' pay
Two years and less than three years	6 weeks' pay
Three years and less than four years	7 weeks' pay
Four years and less than five years	8 weeks' pay
Five years and less than six years	10 weeks' pay
Six years and less than seven years	11 weeks' pay
Seven years and less than eight years	13 weeks' pay
Eight years and less than nine years	14 weeks' pay
Nine years and less than ten years	16 weeks' pay
At least ten years	12 weeks' pay

24.3 "Weeks' pay" is calculated on the employee's ordinary rate of pay. Part time staff will receive pro-rata payment.

**Suitable Alternative Employment**

24.4 Where a decision has been made by the Employer that a full-time or part-time position is no longer required to meet operational requirements and there is an employee in that position, discussions will take place between the Employer and the Employee affected on whether or not a suitable alternative position exists.

24.5 Suitable alternative employment is defined under this Agreement as an alternate role that requires similar skills, competencies, location and equal or better remuneration as the Employee's existing role.

24.6 Selection of an Employee for suitable alternative employment will be based on the competency and work performance standards of the Employee and whether these standards fit with the requirements of the alternative position within the employing business unit.

24.7 Where required an Employee appointed to an alternative position will be trained to ensure they meet the requirements of the position.

24.8 In the event that there is no suitable alternative position available, redundancy arrangements are to be made.

**Time Off to Seek Alternative Employment**

24.9 During any period of notice given to an Employee whose employment is to be terminated due to redundancy, the Employee may take reasonable time off to

attend job interviews at times that are mutually agreed to by the Employee and the Employer.

### **The Redundancy Decision and Process**

24.10 In deciding which Employee is to be made redundant the ELC/OSHC will:

- Conduct a thorough review of the ELC/OSHC's requirements in specific work areas.
- Consider the experience, qualifications and service of the Employee concerned.
- Consider other employment opportunities within the ELC/OSHC or College which the Employee may be suitable for.
- Discuss with the directly affected Employee the:
  - Reasons for the proposed redundancy.
  - Measures being implemented to avoid or minimise the redundancy.
  - Measures to mitigate any adverse effects of the redundancy on the employee concerned.
  - The procedures that will be undertaken in order to ensure an equitable outcome for all concerned.

### **Assistance to Selected Employee/s**

24.11 To assist the redundant Employee the Employer may:

- offer part-time or relief employment if this is possible;
- make enquiries regarding possible vacancies in other schools;
- permit up to eight hours paid leave to attend job interviews;
- provide the Employee with a reference and a statement to the effect that they are redundant if alternate employment is found either for or by the Employee.

### **Employee's Not Covered by Redundancy Pay Provisions**

24.12 The following Employees are not eligible for redundancy pay:

- An Employee with less than 12 months continuous service;
- An Employee whose employment is terminated because of serious misconduct;
- A casual Employee;
- An Employee employed for a specified period of time, for an identified task or project, or for the duration of a particular season;
- An Employee engaged as an Apprentice;

- A Trainee engaged for only the length of the training arrangement.

## **PART D - LEAVE ENTITLEMENTS**

### **25. ANNUAL LEAVE**

- 25.1 Employees, other than casuals, are entitled to four (4) weeks annual leave without loss of salary after each twelve months continuous service.
- 25.2 Time not worked due to authorised absences (such as personal leave; annual leave; compassionate leave; and workers' compensation to a maximum of fourteen consecutive days) counts as continuous service for the purpose of the accrual of annual leave.

#### **Taking Annual Leave**

- 25.3 The ELC/OSHC will have a shutdown period over Christmas and New Year. The shutdown will commence on 24 December or the last working day prior to 24 December and end six (6) calendar working days from this time. An Employee is entitled to be absent from their employment during the shutdown period without loss of pay.
- If the ELC/OSHC requires an employee to work during the shutdown period, the employee will be entitled to be absent from work for the equivalent amount of time worked at a later agreed time. Employees will only be required to work during the shutdown period in a case of emergency.
- 25.4 Annual leave shall be taken during quieter periods of the year by mutual agreement with the Director.
- 25.5 Approval of the request for annual leave by the Employer is subject to:
- the operational requirements of the workplace; and
  - the Employee having accrued at least the amount of annual leave requested.
- 25.6 The Employer will not unreasonably refuse an employee's request to take accrued annual leave.

#### **Extensive Accumulated Annual Leave**

- 25.7 Where an Employee has a large accumulated annual leave balance, the Employer will work with the Employee to put in place arrangements for the leave balance to be reduced.
- 25.8 The Employer may direct an employee to take part of his/her accrued annual leave where the employee has a large accumulated annual leave balance (in excess of 1/13 of the number of nominal hours that the employee has worked over a two year period). This amount is equivalent to eight weeks for an employee working 38 hours per week over a two year period.

#### **Cashing Out Annual Leave**

- 25.9 Where an employee has a balance of more than 4 weeks accrued annual leave, the employee may make a request in writing to the Director to have the excess, and only the excess over the 4 weeks accrued leave, paid out in cash.

25.10 An employee may only make one request to cash out annual leave each calendar year.

25.11 Cashing out of annual leave will be at the discretion of the Employer.

### **Annual Leave Loading**

25.12 A leave loading equivalent of 17.5% of four (4) weeks salary shall be paid to an Employee, including, on a pro-rata basis for part time and fixed term Employees. Payment of leave loading will be as a single payment in the final pay of the year (December) for the annual leave accrued during that year.

25.13 Those Employees who terminate their employment during the course of the year or have their employment terminated, including by redundancy, will have the amount of leave loading paid out with their outstanding annual leave entitlement.

## **26. PERSONAL LEAVE**

### **Personal Leave and Entitlement**

26.1 Personal leave is paid leave taken when an Employee is unable to attend work because of personal illness or injury (sick leave) or where an Employee must provide care or support to a member of the Employee's immediate family or household (carer's leave) in accordance with the Act.

26.2 An Employee, other than a casual employee, is entitled to 12.5 days of paid personal leave for each full year of service. An Employee's entitlement to paid personal leave accrues progressively during a year of service according to the Employee's ordinary hours of work, and accumulates from year to year.

### **Unpaid Personal Leave**

26.3 All Employees, including casual Employees, will be entitled to 2 days of unpaid leave per occasion when an Employee is required to provide care or support to a member of the Employee's immediate family or household member who requires care or support because:

- they are sick or injured; or
- there is an unexpected emergency in relation to that person.

26.4 Unpaid personal leave may only be taken after the Employee has exhausted their other paid personal leave entitlements.

### **Notification and Evidence**

26.5 An Employee taking paid or unpaid personal leave must provide the Employer with reasonable notice on each occasion that the employee is (or will be) absent from their employment during a period because of an illness, injury or unexpected emergency affecting the Employee, or a member of the Employee's immediate family or household. Staff are required to advise of their absence, or intended absence, on personal leave in accordance with ELC/OSHC policies and procedures.

26.6 An employee taking paid or unpaid personal leave will, if required by the ELC/OSHC, and if reasonably practicable to do so, provide a medical certificate, or a statutory declaration made by the Employee, evidencing the illness, injury, or unexpected emergency of the person concerned.

26.7 The College will not require the provision of evidence to satisfy a reasonable person for an absence of 2 days or less.

26.8 For these purposes, a medical certificate must be issued by a legally qualified health practitioner.

#### **Exhaustion of Entitlement**

26.9 Where an Employee exhausts all of their personal leave they may request in writing to the Director to advance personal leave entitlements. The granting of advance entitlement will be at the Director's discretion.

### **27. COMPASSIONATE LEAVE**

27.1 An Employee is entitled to take up to two (2) days paid compassionate leave on each occasion when a member of the Employee's immediate family or household, as defined in clause 5, contracts or develops a personal injury or illness that poses a serious threat to their life or dies. Additional leave may be granted at the discretion of the Employer.

27.2 The entitlement may be taken in a single unbroken period or as separate periods of one day or as agreed by the Employer and Employee.

27.3 The Employee is to be paid for any period of paid compassionate leave the amount the Employee would reasonably have expected to be paid had they worked during the period.

27.4 The Employer may require the Employee, as a condition of payment, to provide the Employer with reasonable evidence of the injury, illness or death.

27.5 Payment in respect of compassionate leave is to be made only where the Employee otherwise would have been working and will not be granted in any case where the Employee concerned would have been off duty in accordance with the roster.

27.6 Nothing in this clause operates to limit an Employee's entitlement to Compassionate Leave under the Act.

27.7 The paid leave provisions of this clause do not apply to casual Employees who can instead access unpaid compassionate leave.

### **28. PARENTAL LEAVE**

28.1 An Employee is entitled to Parental Leave in accordance with the Act and the National Employment Standards. The paid parental leave provisions below and the College policy for Parental Leave will apply in addition to the NES entitlement.

#### **Unpaid Parental Leave Entitlement**

28.2 An Employee will qualify for 52 weeks' unpaid parental leave provided they have served a minimum of 12 months service immediately prior to the leave.

28.3 An Employee may request the College to extend the period of parental leave to which the Employee is entitled under subclause 28.2 for a further consecutive period of not more than 52 consecutive weeks.

28.4 The College is to agree to the request under subclause 28.3, unless:

- i. There are grounds to refuse the request relating to the adverse effect that agreeing to the request would have on the conduct of the operations or business of the employer and those grounds would satisfy a reasonable person.
- ii. The grounds on which a refusal may be based include the following:
  - Cost;
  - Lack of adequate replacement staff;
  - Loss of efficiency;
  - Impact on the delivery of services by the College.

### **Notice**

28.5 An Employee must provide the College at least 10 weeks written notice of his/her intention to take parental leave including the intended start and finish dates of the leave. If that is not practicable- notice shall be given as soon as practicable (which may be a time after the leave has started).

### **Paid Parental Leave**

28.6 Initial Paid Parental Leave

- An Employee (other than a casual) who has served a minimum of two years of continuous service immediately prior to the leave, and is the 'primary carer', shall be entitled to 12 weeks paid Parental leave.

28.7 Subsequent Paid Parental Leave

- An Employee who has completed a period of paid parental leave is required to have returned to work and undertaken at least a further 12 month's service at the College before being eligible for a further period of paid parental leave.

28.8 Non Primary Carer Leave

- An Employee who is the parent but non-primary care giver shall be entitled to 1 week of paid leave at the time of the birth or adoption of a child.

## **29. COMMUNITY SERVICE AND JURY SERVICE LEAVE**

### **Community Service Leave**

29.1 An Employee is entitled to unpaid Community Service Leave in accordance with the NES and any applicable legislation in Western Australia.

29.2 Time spent by an Employee away from work whilst engaged in an emergency management activity counts as service for the purpose of entitlements under this Agreement.

29.3 The Employee is required to provide reasonable proof of his or her requirement to attend an emergency management activity and provide reasonable notice of his or her absence.

### **Jury Service**

- 29.4 An Employee is entitled to leave to attend jury service in accordance with the NES and any applicable legislation applying in Western Australia.
- 29.5 An Employee engaged in jury service is required to provide the Employer with any attendance monies received by the Employee from the Court.
- 29.6 Time spent by an Employee away from work on jury service counts as service for the purpose of entitlements under this Agreement.
- 29.7 The Employee is required to provide reasonable proof of his or her requirement to attend jury service and reasonable notice of his or her absence.

### **30. LONG SERVICE LEAVE**

- 30.1 The Western Australian *Long Service Leave Act 1958* applies with the following variations.
  - (a) From 1 January 2015, the accumulation rate for long service leave increased from 1.25 weeks per annum to 1.43 weeks per annum. The accumulation rate is based on 10 weeks of paid long service leave after seven years continuous service. A staff member is entitled to take long service leave after seven years continuous service. The amount of long service leave available will be a combination of service entitlements as at 31 December 2014 plus entitlements earned at the new accumulation rate. For each subsequent seven years of service the employee shall be entitled to ten weeks' paid long service leave.
  - (b) Where a staff member's employment is terminated, the College will pay out long service leave in accordance with the provisions of the *Long Service Leave Act WA* at the rates set out in clause 30.1(a). Where an employee dies, any outstanding entitlement will be paid to the employee's personal representative.
  - (c) Non-term holidays observed by the school shall be recognised as extra leave and not included as long service leave
- 30.2 Part Time Employees
  - (a) Where the continuous service of an employee during the accrual period contains any period where the employee worked on a part time basis, the employee's entitlement shall be calculated as the average that the part time service bears to that of a full time employee over the accrual period.
- 30.3 Taking of Long Service Leave
  - (a) Once a staff member becomes entitled to a period of long service leave, he or she shall make an application in writing to the College as to when they wish to take that leave in the next 24 months. Applications to take long service leave will be in writing with two terms notice and will be granted at the College's discretion.
  - (b) Where an employee has become entitled to his or her first period of long service leave in accordance with this clause, the employee shall commence such leave as soon as possible after the accrual date, but in any events within 24 months, in a manner mutually agreed between the employer and the employee one of the following options:
    - i. As an entire term, or should it be that the preferred timing is greater than the leave available; the teacher may request to take the balance as Leave without Pay;



- ii. As a term, with any excess entitlement being taken with future long service leave or paid out on termination, resignation or retirement. The excess cannot be used to reduce a future accrual period;
- iii. As a term, with the excess entitlement falling during the Christmas vacation period being paid for in addition to the ordinary payment for such vacation. The excess leave payment may be taken during the vacation period prior to or following the term's long service leave.
- iv. Whilst ordinarily Long Service Leave would be taken as a term, by agreement with the Director, shorter periods of leave may be taken. The Director will consider all requests and approval will not be unreasonably withheld.

#### 30.4 Payment for Long Service Leave

Payment for long service leave may be made in full before the Employee goes on leave or paid in the same manner as if the employee was still at work.

#### 30.5 Part Time Employee's Entitlement Calculation

Where the continuous service of an employee during the accrual period contains any period where the employee worked on a part time basis the employee's entitlement shall be calculated as follows:

- i. The number of weeks accrued shall be in accordance with subclause 30.1 above; and
- ii. Payment for the leave taken shall be the average that the teacher's part time service bears to that of a full time Teacher over the accrual period.

If the normal weekly number of hours have varied over the period of employment of a full time, part time or casual employee the normal weekly number of hours of work are deemed to be the average weekly number of hours worked by the employee during that period of employment.

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

- 31.1 The College recognises that staff may face situations of violence or abuse in their personal life that may affect their attendance or performance at work. The College is committed to providing support to staff in such circumstances by recognising that employees can request paid special leave for Family and Domestic Violence, which may be approved by the Director in accordance with the Special Leave provisions outlined in clause 32.
- 31.2 A staff member experiencing family or domestic violence may choose to inform their line manager, Human Resources, or the Director in the first instance.
- 31.3 A staff member experiencing family or domestic violence will be referred to the Employee Assistance Program (EAP) and/or other appropriate resources.
- 31.4 A staff member experiencing family or domestic violence may seek special leave for medical appointments, legal proceedings or other activities relevant to the staff member's circumstances. Any leave granted is in addition to other leave entitlements that may be available.

- 31.5 In granting leave, the College shall ensure that the leave does not breach the provisions of the Award or the National Employment Standards relating to Family and Domestic Violence leave.

## **32. SPECIAL LEAVE**

- 32.1 An Employee shall be entitled to apply for special leave with pay if:
- i. No other paid leave is available;
  - ii. No other arrangements can reasonably be made.
- 32.2 Special leave may also be granted for a specific day of ceremonial or religious significance.
- 32.3 The period of leave granted will not normally exceed three (3) days in any one instance.
- 32.4 Applications for special leave should be directed to the Director and will be treated as confidential.
- 32.5 Approval of special leave is entirely at the Principal's discretion. Such discretion shall be applied fairly and equitably.

## **33. PUBLIC HOLIDAYS**

### **Gazetted Public Holidays**

- 33.1 An Employee is entitled to be absent from his or her employment on a day or part-day that is a gazetted Western Australian public holiday.

### **Payment for Work on a Public Holiday**

- 33.2 An Employee required to work on a public holiday will be paid at the rate of double time and a half for ordinary hours performed, unless the ELC/OSHC and the employee have agreed to the employee taking a day off instead of payment in which case the Employee will be paid at the ordinary time rate for work on a public holiday.

### **Substitution of Public Holidays**

- 33.3 By agreement between the Employer and the majority of affected employees, an alternative day may be taken as a public holiday instead of any of the days specified in Clause 33.1. The agreement will be recorded in writing and made available to every affected Employee.
- 33.4 Where a substitution is agreed, the substituted day will be the public holiday for the purposes of the Agreement.

## **PART E - DISPUTE RESOLUTION**

### **34. DISPUTE AND GRIEVANCE RESOLUTION PROCEDURE**

- 34.1 This clause shall be read in conjunction with the College policy for Employees 'Resolving Grievances: For Employees' which outlines the College's policy and guidelines in relation to general grievance procedures.

#### **Procedure**

- 34.2 The aggrieved party is encouraged to begin by trying to resolve any grievance directly with the person/s concerned. Individuals are encouraged to utilise other staff resources to assist them in resolving their grievance informally.
- 34.3 If the grievance is not able to be resolved informally with the person/s concerned, the aggrieved party may raise the grievance through a formal process.
- 34.4 The Formal Grievance process requires details to be submitted to HR. A copy of the grievance is also provided to the respondent. If the grievance is unable to be resolved informally through HR, an investigation will then proceed. Grievances may be investigated by HR, a member of the College Leadership Team other than the Principal, or an external independent investigator.
- 34.5 An investigator shall conduct an investigation according to the principles of natural justice and shall afford all parties to the grievance the opportunity to be heard and to respond.
- 34.6 The investigator shall provide a report to the Principal who shall determine the outcome.
- 34.7 Either party may request a review of the outcome within 7 days of the determination.

#### **Where a Dispute Cannot be Resolved at the Workplace Level**

- 34.8 Where a matter in dispute cannot be resolved at the workplace level, a party to the dispute may elect to use an alternative dispute resolution process. The alternative dispute resolution process is to be conducted by a person agreed between the parties in dispute on the matter.
- 34.9 If the parties cannot reach agreement on who is to conduct the alternative dispute resolution process, either party to the dispute may refer the matter to the Fair Work Commission. The parties to the dispute and their representatives must act in good faith in relation to the dispute and while the dispute is being resolved, the parties will respect the status quo. However, the employer may direct an employee to perform different work or work at a different location, on full pay, if it is reasonable to do so to protect the safety, health or welfare of employees. The parties to the dispute agree to be bound by a decision made by Fair Work Commission in accordance with this term.

#### **References to the Commission**

- 34.10 Where necessary to resolve a grievance or other dispute, the Commission will initially conciliate in respect of the matter and may make recommendations in writing to assist in the resolution of the matter.
- 34.11 If the employee (or their representative) or the College does not accept the Commission's recommendations either the employee (or their representatives) or the College may, within a period of seven days of receiving the recommendations, provide a written request to the Commission for the matter to be referred to formal arbitration. The right of the employee (or their representatives) or the College to refer the formal arbitration to a different member of the Commission is reserved. Any formally arbitrated outcome will be binding.

#### **Conduct During a Dispute**

- 34.12 An Employee who is a party to a dispute while the dispute is being resolved must:

- continue to work in accordance with their contract of employment, unless the Employee has a reasonable concern about an imminent risk to his or her health or safety; and
- comply with any reasonable direction given by the College to perform other available work, either at the same workplace or at another workplace.
- In directing an Employee to perform other available work, the College must have regard to the provisions (if any) of the law of the Commonwealth or of a State or Territory dealing with occupational health and safety that apply to that employee or that other work; and whether that work is appropriate for the employee to perform.

### **Access to Representation**

34.13 An Employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.

### **Dispute regarding a matter arising under the Agreement or the National Employment Standards**

34.14 If a dispute relates to:

- a matter arising under the Agreement; or
- the National Employment Standards;

this term sets out procedures to settle the dispute.

34.15 An Employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.

34.16 In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the Employee or Employees and relevant supervisors and/or management.

34.17 If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to Fair Work Commission.

34.18 The Fair Work Commission may deal with the dispute in 2 stages:

- the Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
- if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
  - arbitrate the dispute; and
  - make a determination that is binding on the parties.

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

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

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

## **PART F - MISCELLANEOUS**

### **35. CONSULTATION**

- 35.1 This clause applies if the Employer has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise; and the change is likely to have a significant effect on Employees of the enterprise, or there is a change to the regular roster or ordinary hours of work of the Employees.
- 35.2 The Employer must notify and provide information to the relevant Employees of:
- A major workplace change that is likely to have a significant effect on the Employees; or
  - A change to their regular roster or ordinary hours of work.
- 35.3 The Employer must consult and invite the relevant Employees to give their views about:
- The timing and introduction of the change;
  - The effect or impact the change is likely to have on the Employees (including any impact in relation to their family or caring responsibilities); and
  - Measures the Employer is taking to avert or mitigate the adverse effect of the change on the Employees.
- 35.4 For the purposes of the discussion, the Employer shall provide in writing to the Employees:
- All relevant information about the change including the nature of the change proposed;

- Information about the expected effects of the change on the Employees; and
  - Any other matters likely to affect the employees.
- 35.5 The Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- 35.6 The Employer must give prompt and genuine consideration to any matters raised about the major change or changes to their regular roster or ordinary hours of work by the relevant Employees.
- 35.7 An Employee may appoint a representative in writing to the Employer for the purposes of consultation about changes under this clause and the Employer must recognize any such appointment made in writing.
- 35.8 In this clause, a major change is *likely to have a significant effect on employees* if it results in:
- The termination of the employment of employees; or
  - Major change to the composition, operation or size of the Employer's workforce or the skills required of employees; or
  - The elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
  - The alteration of hours of work; or
  - The need to retrain employees; or
  - The need to relocate employees to another workplace; or
  - The restructuring of jobs.

## **36. FLEXIBILITY ARRANGEMENTS**

- 36.1 An Employer and Employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:
- the agreement deals with 1 or more of the following matters:
    - (i) arrangements about when work is performed;
    - (ii) overtime rates;
    - (iii) penalty rates;
    - (iv) allowances;
    - (v) leave loading; and
  - the arrangement meets the genuine needs of the Employer and Employee in relation to 1 or more of the matters outlined above; and
  - the arrangement is genuinely agreed to by the Employer and Employee.
- 36.2 The Employer must ensure that the terms of the individual flexibility arrangement:

- are about permitted matters under section 172 of the *Fair Work Act 2009* ; and
- are not unlawful terms under section 194 of the *Fair Work Act 2009* ; and
- result in the employee being better off overall than the employee would be if no arrangement was made.

36.3 The Employer must ensure that the individual flexibility arrangement:

- is in writing; and
- includes the name of the employer and employee; and
- is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
- includes details of:
  - the terms of the enterprise agreement that will be varied by the arrangement; and
  - how the arrangement will vary the effect of the terms; and
  - how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
  - states the day on which the arrangement commences.

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

36.5 The Employer or Employee may terminate the individual flexibility arrangement:

- by giving no more than 28 days written notice to the other party to the arrangement; or
- if the employer and employee agree in writing at any time.

## **37. NO EXTRA CLAIMS**

37.1 The Parties to this Agreement will not pursue any extra claims that affect an Employee's terms and conditions of employment, whether or not those terms and conditions relate to a matter that is expressly covered by this Agreement, for the duration of this Agreement.

37.2 No extra claims for additional increases in salaries or to terms and conditions of employment will be made during the life of this Agreement unless provided for in this Agreement.

## **38. CONSULTATIVE COMMITTEE**

### **Consultative Committee**

38.1 During the term of this Agreement a Consultative Committee with representation of the College and ELC/OSHC staff will be established. The Committee shall provide a forum in which to discuss matters which are raised and covered in this Agreement and undertake discussions for any replacement agreement within 6

months prior to the expiry of this agreement. This Committee will meet as required. It is anticipated that the work of the Consultative Committee, including EBA negotiations, can be undertaken during working hours and preferably between 8am and 4pm.



- 38.2 This Committee shall consist of two elected staff members, the Director, a maximum of two members of the CLT and a member of the Human Resources Department to serve for the duration of the Agreement.



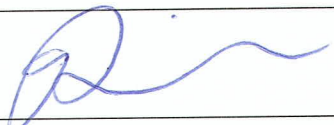

## PART G - SIGNATORIES

### Signatures of the parties

Signed for and on behalf of Methodist Ladies' College:

	RICHARD HASEL GROVE
Signature on behalf of the Employer	Full name
DIRECTOR OF CORPORATE SERVICES	356 STIRLING HIGHWAY CLAREMONT 6010
Position/Authority to Sign	Employer Address
8/12/20,	
Date	
	Kylie O'Connor
Witness Signature	Witness Full Name
13 Lupin Hill Grove Nedlands WA 6009	8/12/20
Witness Address	Date

Signed for and on behalf of the Employees covered by this Agreement by an Employee representative:

	Janelle Quinlan
Signature	Full name
Room Leader	38A POINT WALTER RD BICTON WA. 6157
Position/Authority to Sign	Employee Address
8/12/2020	
Date	
	Kylie O'Connor
Witness Signature	Witness Full Name
13 Lupin Hill Grove Nedlands WA 6009	8/12/20
Witness Address	Date

**SCHEDULE 1- SALARIES AND CLASSIFICATIONS**

**SALARIES AND RATES OF PAY**

The following minimum rates and salaries shall apply (other than for Junior Employees) in accordance with **Clause 7** and the effective date outlined in **Clause 3** of the Agreement).

<b>From Commencement of the Agreement</b>				
<b>Classification</b>	<b>Step</b>	<b>Annual Salary\$</b>	<b>Hourly\$</b>	<b>Casual Hourly\$</b>
Assistant Educator	1	47,192	23.80	29.75
	2	48,024	24.22	30.28
Senior Educator	1	49,809	25.12	31.40
	2	52,327	26.39	32.99
Room Leader	1	54,012	27.24	34.05
	2	56,590	28.54	35.68
OSHC Co-ordinator	1	58,633	29.57	36.96
	2	62,618	31.58	39.47

Assistant Educator:

Step 1 – Cert III

Step 2 – Cert III and has at least 1 years’ experience in early childhood industry

Senior Educator:

Step 1 –Diploma

Step 2 –Diploma and has at least 1 years’ experience in early childhood industry

OSHC Co-Ordinator:

Minimum of Diploma qualification and at least 1 years’ experience in early childhood industry

<b>From Commencement of the Agreement</b>				
<b>Classification</b>	<b>Level</b>	<b>Annual Salary\$</b>	<b>Hourly\$</b>	<b>Casual Hourly\$</b>
Early Childhood Teacher	1	56,134	28.31	35.39
	2	57,304	28.90	36.13
	3	58,860	29.68	37.10
	4	60,984	30.76	38.45
	5	63,108	31.83	39.79
	6	65,089	32.83	41.04
	7	67,070	33.82	42.28
	8	69,194	34.90	43.63
	9	71,318	35.97	44.96
	10	73,442	37.04	46.30
	11	75,566	38.11	47.64
	12	77,690	39.18	48.98

## **CLASSIFICATION STRUCTURE**

Employees covered by this Agreement will be engaged in the classifications outlined below by reference to their qualifications and levels of skill, experience and training, subject to the Employer's assessment and determination of the appropriate level and qualifications required for the work actually being performed:

### **(a) Assistant Educator (Certificate III qualified Educator)**

An Employee at this level will learn and gain competency in the skills required by the Employer.

Competency- Application of knowledge with depth in some areas and a broad range of skills. There are a range of roles and tasks in a variety of contexts. There is some complexity in the extent and choice of actions required. Competencies are normally used within routines, methods and procedures.

Judgement, independence and problem solving- Exercise judgment on work methods and task sequence within specified timelines and standard practices and procedures. Answers are usually found by selecting from specific choices defined in standard work policies or procedures.

Level of Supervision- In some positions, routine supervision, moving to general direction with experience. In other positions, general direction. This is the first level where supervision of other employees may be required. When employees are working alone, they may work semi-autonomously.

Training level or qualifications- Completion of Certificate III in Early Childhood Education and Care

#### Indicative Duties:

##### **Educational programme and practice**

- Contribute to and implement an educational programme in collaboration with the Assistant Educators and Room Leader in the room.
- Ensure that children's learning is professionally presented and an authentic representation of their personal growth and development.
- Maintain accurate records and ensure daily, weekly and monthly documentation are kept up to date.

##### **Health and Safety**

- Ensure all children's educational and physical needs are met throughout the day.
- Ensures the Director is kept up to date and informed on any matters relating to the educational needs or care of any child in the Early Learning Centre.
- Ensure a safe environment is maintained for children, parents and all staff and meets the National Quality Standards.
- Work in accordance with food safety regulations.

##### **Environments**

- Support the Room leader with the effective management of resources with regards to maintenance, room layout and updating provocations to mirror the educational programme.

##### **Professional Collaboration**

- Effective and consistent communication with all staff, parents and the Director and attends meetings where required.
- Responsible for the quality of their own work and the work of others.

### **Relationships and collaborative partnerships with children and families**

- Build and maintain respectful and genuine partnerships with families and communities.
- Maintain respectful relationships with children at all times.
- Cultivate responsive and genuine interactions with children.

### **Leadership**

- Guide, support and mentor students and volunteers working in the Early Learning Centre.
- Contribute to the Centre's Quality Improvement Plan and support the Director with the implementation of strategies to improve practice across the Centre.
- Reflect and implement the Centre Philosophy and Centre Vision in their daily practices.

### **Compliance**

- Maintain knowledge of the National Quality Framework and comply with all its requirements.
- Ensuring compliance with all MLC and ELC policies, procedures and guidelines.
- Ensure compliance with the National Laws and Regulations in the Early Childhood Sector.
- Comply with the Early Childhood Code of Ethics.

### **Additional**

- Assisting in administrative functions where necessary.
- Complete any additional duties as requested by the Director.

### **(b) Senior Educator (Diploma qualified)**

An Employee at this level will have competency in the skills required by the Employer.

Competency- Application of knowledge with depth in some areas and a broad range of skills. There is a wide variety of tasks and roles in a variety of contexts. There is complexity in the ranges and choice of actions required. Competencies are normally used within a variety of routines, methods and procedures. Discretion and judgment are required for self and/or others in planning, selection of equipment, work organisation, services, actions and achieving outcomes within time constraints.

Judgement, independence and problem solving- Independent judgment is required to identify, select and apply the most appropriate available guidelines and procedures, interpret precedents and adapt standard methods or practices to meet variations in facts and/or conditions.

Level of Supervision- Supervision is generally present to establish general objectives relative to a specific project, to outline the desired end product and to identify potential resources for assistance. Some positions will require routine supervision to general direction depending upon experience and the complexity of the tasks. Some positions will require general direction. May supervise or co-ordinate others to achieve objectives, including liaison with employees at higher levels.

Training level or qualifications-Completion of Diploma in Early Childhood Education and Care

with relevant work-related experience.

Indicative Duties:

**Educational programme and practice**

- Contribute to and implement an educational programme in collaboration with the Assistant Educators and Room Leader in the room
- Ensure that children's learning is professionally presented and an authentic representation of their personal growth and development
- Maintain accurate records and ensure daily, weekly and monthly documentation are kept up to date

**Health and Safety**

- Ensure all children's educational and physical needs are met throughout the day
- Ensures the Director is kept up to date and informed on any matters relating to the educational needs or care of any child in the Early Learning Centre
- Ensure a safe environment is maintained for children, parents and all staff and meets the National Quality Standards
- Work in accordance with food safety regulations

**Environments**

- Support the Room leader with the effective management of resources with regards to maintenance, room layout and updating provocations to mirror the educational programme

**Professional Collaboration**

- Effective and consistent communication with all staff, parents and the Director and attends meetings where required
- Responsible for the quality of their own work and the work of others

**Relationships and collaborative partnerships with children and families**

- Build and maintain respectful and genuine partnerships with families and communities
- Maintain respectful relationships with children at all times
- Cultivate responsive and genuine interactions with children

**Leadership**

- Guide, support and mentor Certificate III Assistant Educators, students and volunteers working in the Early Learning Centre
- Contribute to the Centre's Quality Improvement Plan and support the Director with the implementation of strategies to improve practice across the Centre
- Reflect and implement the Centre Philosophy and Centre Vision in their daily practices

**Compliance**

- Maintain knowledge of the National Quality Framework and comply with all its requirements
- Ensuring compliance with all MLC and ELC policies, procedures and guidelines
- Ensure compliance with the National Laws and Regulations in the Early Childhood Sector
- Comply with the Early Childhood Code of Ethics

### **Additional**

- Assisting in administrative functions where necessary
- Complete any additional duties as requested by the Director

### **(c) Room Leader**

An Employee at this level will have competency in the skills required by the Employer.

Competency- Self-directed application of knowledge with substantial depth in some areas. A range of technical and other skills are applied to roles and functions in both varied and highly specific contexts. Competencies are normally used independently and both routinely and non-routinely. Discretion and judgment are required in planning and selecting appropriate equipment, service techniques and work organisation for self and/or others.

Judgement, independence and problem solving- Problem solving involves the identification and analysis of diverse problems. Solve problems through the standard application of theoretical principles and techniques at degree level. Apply standard technical training and experience to solve problems. Apply expertise to the making of decisions.

Level of Supervision- Routine supervision to general direction, depending on tasks involved and experience. May supervise or co-ordinate others to achieve objectives, including liaison with employees at higher levels.

Training level or qualifications- Completion of Diploma in Early Childhood Education and Care with relevant work-related experience.

Indicative duties:

### **Educational programme and practice**

- Develop and implement an educational programme in conjunction with the Assistant Educators in the room
- Ensure that children's learning is professionally presented and an authentic representation of their personal growth and development
- Maintain accurate records and ensure daily, weekly and monthly documentation are kept up to date

### **Health and safety**

- Ensure all children's educational and physical needs are met throughout the day
- Ensure the Director is kept up to date and informed on any matters relating to the educational needs or care of any child in the Early Learning Centre
- Ensure a safe environment is maintained for children, parents and all staff and meets the National Quality Standards
- Work in accordance with food safety regulations
- Maintain thorough knowledge of relevant Child Protection Law matters applicable to the jurisdiction and proactively respond to child protection matters.

### **Environments**

- Managing resources effectively with regards to maintenance, room layout and updating provocations to mirror the educational programme

### **Professional collaboration**

- Effective and consistent communication with all staff, parents and the Director and attends meetings where required
- Responsible for the quality of their own work and the work of others

### **Relationships and collaborative partnerships with children and families**

- Build and maintain respectful and genuine partnerships with families and communities
- Maintain respectful relationships with children at all times
- Cultivate responsive and genuine interactions with children

### **Leadership**

- Responsible for the guidance, support and mentoring of Assistant Educators, students and volunteers working in the Early Learning Centre
- Role-modelling best-practice to Assistant Educators, students and volunteers
- Encourage Assistant Educators, students and volunteers to engage with children
- Contribute to the appraisals of Assistant Educators under the guidance of the Director
- Contribute to the Centre's Quality Improvement Plan and support the Director with the implementation of strategies to improve practice across the Centre
- Reflect and implement the Centre Philosophy and Centre Vision in their daily practices
- Create a cohesive and unified team
- Develop and implement systems to effectively run the room
- Form a member of the leadership team of the Early Learning Centre which:
  - a. Contributes to the development of the Centre
  - b. Maintains a growth mindset and focuses on professional development of self and others
  - c. Supports the Director in creating and implementing the vision of the Early Learning Centre
  - d. Lead team meetings
  - e. Builds respectful, trusting, nurturing and equitable professional relationships

### **Compliance**

- Maintain knowledge of the National Quality Framework and comply with all its requirements
- Ensuring compliance with all MLC and ELC policies, procedures and guidelines.
- Ensure compliance with the National Laws and Regulations in the Early Childhood Sector
- Comply with the Early Childhood Code of Ethics

### **Additional**

- Assisting in administrative functions where necessary
- Complete any additional duties as requested by the Director

### **(d) OSHC Co-ordinator**

#### **Educational programme and practice**

- Develop and implement an educational programme in conjunction with the Assistant Educators and Senior Educators in the classroom.
- Ensure that children's learning is professionally presented and an authentic representation of their personal growth and development.

- Maintain accurate records and ensure daily, weekly and monthly documentation are kept up to date.

### **Health and safety**

- Ensure all children's educational and physical needs are met throughout the day.
- Ensure the Director is kept up to date and informed on any matters relating to the educational needs or care of any child in the Outside of School Hours Care Service.
- Ensure a safe environment is maintained for children, parents and all staff and meets the National Quality Standards.
- Work in accordance with food safety regulations.
- Maintain thorough knowledge of relevant Child Protection Law matters applicable to the jurisdiction and proactively respond to child protection matters.

### **Environments**

- Managing resources effectively with regards to maintenance, room layout and updating provocations to mirror the educational programme.

### **Professional collaboration**

- Effective and consistent communication with all staff, parents and the Director and attends meetings where required.
- Responsible for the quality of their own work and the work of others.

### **Relationships and collaborative partnerships with children and families**

- Build and maintain respectful and genuine partnerships with families and communities.
- Maintain respectful relationships with children at all times.
- Cultivate responsive and genuine interactions with children.

### **Leadership**

- Responsible for the guidance, support and mentoring of Assistant Educators, Senior Educators, students and volunteers working in the Outside of School Hours Care Service.
- Role-modelling best-practice to Assistant Educators, Senior Educators, students and volunteers.
- Encourage Assistant Educators Senior Educators, students and volunteers to engage with children.
- Contribute to the appraisals of Assistant Educators and Senior Educators under the guidance of the Director.
- Contribute and lead the Service's Quality Improvement Plan and support the Director with the implementation of strategies to improve practice across the Service.
- Reflect and implement the Service Philosophy and Service Vision in their daily practices.
- Create a cohesive and unified team.
- Develop and implement systems to effectively run the room.
- Form a member of the leadership team of the Early Learning Centre and Outside of School Hours Care which:
  - Contributes to the development of the Service



- Maintains a growth mindset and focuses on professional development of self and others
- Supports the Director in creating and implementing the vision of the Outside of School Hours Care
- Lead team meetings
- Builds respectful, trusting, nurturing and equitable professional relationships

### **Compliance**

- Maintain knowledge of the National Quality Framework and comply with all its requirements.
- Ensuring compliance with all MLC and OSHC policies, procedures and guidelines.
- Ensure compliance with the National Laws and Regulations in the Early Childhood Sector.
- Comply with the Early Childhood Code of Ethics.

### **Additional**

- Assisting in administrative functions where necessary.
- Complete any additional duties as requested by the Director.

### **(e) Early Childhood Teacher**

An Employee at this level will have competency in the skills required by the Employer.

Competency- Self-directed application of knowledge with substantial depth in some areas. A range of technical and other skills are applied to roles and functions in both varied and highly specific contexts. Competencies are normally used independently and both routinely and non-routinely. Discretion and judgment are required in planning and selecting appropriate equipment, service techniques and work organisation for self and/or others.

Judgement, independence and problem solving- Problem solving involves the identification and analysis of diverse problems. Solve problems through the standard application of theoretical principles and techniques at degree level. Apply standard technical training and experience to solve problems. Apply expertise to the making of decisions.

Level of Supervision- Routine supervision to general direction, depending on tasks involved and experience. May supervise or co-ordinate others to achieve objectives, including liaison with employees at higher levels.

Training level or qualifications- Degree qualified- Bachelor of Education in Early Childhood

#### Indicative Duties:

#### **Educational programme and practice**

- Develop and implement an educational programme in conjunction with the Assistant Educators in the room
- Ensure that children's learning is professionally presented and an authentic representation of their personal growth and development
- Maintain accurate records and ensure daily, weekly and monthly documentation are kept up to date

### **Health and safety**

- Ensure all children's educational and physical needs are met throughout the day
- Ensures the Director is kept up to date and informed on any matters relating to the educational needs or care of any child in the Early Learning Centre
- Ensure a safe environment is maintained for children, parents and all staff and meets the National Quality Standards
- Work in accordance with food safety regulations
- Maintain thorough knowledge of relevant Child Protection Law matters applicable to the jurisdiction and act as mandatory reporter in any child protection matter under the guidance of the Director

### **Environments**

- Managing resources effectively with regards to maintenance, room layout and updating provocations to mirror the educational programme

### **Professional collaboration**

- Effective and consistent communication with all staff, parents and the Director and attends meetings where required
- Responsible for the quality of their own work and the work of others

### **Relationships and collaborative partnerships with children and families**

- Build and maintain respectful and genuine partnerships with families and communities
- Maintain respectful relationships with children at all times
- Cultivate responsive and genuine interactions with children
- Develop and maintain collaborative partnerships with local schools to assist children's transition to school (where applicable).

### **Leadership**

- Responsible for the guidance, support and mentoring of Assistant Educators, students and volunteers working in the Early Learning Centre
- Role-modelling best-practice to Assistant Educators, students and volunteers
- Encourage Assistant Educators, students and volunteers to engage with children
- Contribute to the appraisals of Assistant Educators under the guidance of the Director
- Contribute to the Centre's Quality Improvement Plan and support the Director with the implementation of strategies to improve practice across the Centre
- Reflect and implement the Centre Philosophy and Centre Vision in their daily practices
- Create a cohesive and unified team

If the Early Childhood Teacher is also the Room Leader, the following applies under Leadership:

- Develop and implement systems to effectively run the room
- Form a member of the leadership team of the Early Learning Centre which:
  - a. Contributes to the development of the Centre
  - b. Maintains a growth mindset and focuses on professional development of self and others
  - c. Supports the Director in creating and implementing the vision of the Early Learning Centre

- d. Lead team meetings
- e. Builds respectful, trusting, nurturing and equitable professional relationships

### **Compliance**

- Maintain knowledge of the National Quality Framework and comply with all its requirements
- Ensuring compliance with all MLC and ELC policies, procedures and guidelines.
- Ensure compliance with the National Laws and Regulations in the Early Childhood Sector.
- Comply with the Early Childhood Code of Ethics

### **Additional**

- Assisting in administrative functions where necessary
- Complete any additional duties as requested by the Director

### **(f) Educational Leader**

An Employee at this level will have competency in the skills required by the Employer.

Competency- Self-directed application of knowledge with substantial depth in some areas. A range of technical and other skills are applied to roles and functions in both varied and highly specific contexts. Competencies are normally used independently and both routinely and non-routinely. Discretion and judgment are required in planning and selecting appropriate equipment, service techniques and work organisation for self-and/or others.

Judgement, independence and problem solving- Problem solving involves the identification and analysis of diverse problems. Solve problems through the standard application of theoretical principles and techniques at degree level. Apply standard technical training and experience to solve problems. Apply expertise to the making of decisions.

Level of Supervision- Routine supervision to general direction, depending on tasks involved and experience. May supervise or co-ordinate others to achieve objectives, including liaison with employees at higher levels.

Training level or qualifications: Completion of Diploma in Early Childhood Education and Care with relevant work-related experience.

Indicative duties:

### **Educational programme and practice**

- Leads the development and implementation of the educational programme, assessment and planning cycle
- Ensures the educational programme enhances each child's learning and development
- Supports Assistant Educators, Room Leaders and Early Childhood Teachers to facilitate and extend each child's learning and development
- Supports Assistant Educators, Room Leaders and Early Childhood Teachers to take a planned and reflective approach to implementing the programme for each child
- Collaborate with Assistant Educators, Room Leaders and Early Childhood Teachers and provide curriculum direction and guidance
- Support Assistant Educators, Room Leaders and Early Childhood Teachers to effectively implement the cycle of planning to enhance programmes and practices
- Ensure that children's learning and development are guided by the learning outcomes of

the Early Years Learning Framework

- Ensures the Director is kept up to date and informed on any matters relating to the educational needs or care of any child in the Centre

### **Professional collaboration**

- Guide and develop Assistant Educators, Room Leaders, Early Childhood Teachers and families' understandings about play-based learning, and the significance of the early years in the education continuum for children
- Build the knowledge, skills and professionalism of Assistant Educators, Room Leaders and Early Childhood Teachers
- Build a culture of professional inquiry with Assistant Educators, Room Leaders and Early Childhood Teachers to develop professional knowledge, reflect on practice and generate new ideas
- Display a commitment to learning and participation in professional learning opportunities

### **Relationships and collaborative partnerships with children and families**

- Provides information to parents and attends meetings as required

### **Leadership**

- Contribute, through the Director, to the development of the Centre policies, procedures and guidelines
- Responsible for the day-to-day management of the Centre in the temporary absence of the Director
- Contribute to the organisational culture and develop a professional learning community across the Centre
- Reflect and implement the Centre Philosophy and Centre Vision in their daily practices.

### **Compliance**

- Maintain knowledge of the National Quality Framework and comply with all its requirements
- Ensuring compliance with all MLC and ELC policies, procedures and guidelines
- Ensure compliance with the National Laws and Regulations in the Early Childhood Sector
- Comply with the Early Childhood Code of Ethics

### **Additional**

- Assisting in administrative functions where necessary
- Complete any additional duties as requested by the Director