



# DECISION

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

**Northside Community Service Limited**  
(AG2022/4175)

## **NORTHSIDE COMMUNITY SERVICE ENTERPRISE AGREEMENT 2022**

Children's services

DEPUTY PRESIDENT DEAN

CANBERRA, 20 OCTOBER 2022

*Application for approval of the Northside Community Service Enterprise Agreement 2022.*

[1] An application has been made for approval of an enterprise agreement known as the *Northside Community Service Enterprise Agreement 2022* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Northside Community Service Limited (Employer). The Agreement is a single enterprise agreement.

[2] The Employer has provided written undertakings. A copy of the undertakings is attached in Annexure A. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement. The undertakings are taken to be a term of the agreement.

[3] I note that the provisions of clause 47 (Personal/Carer's Leave), clause 49 (Compassionate Leave) and clause 71 (Notice of Termination) are likely to be inconsistent with the National Employment Standards (NES). However, noting clause 7.2 of the Agreement, I am satisfied the more beneficial entitlements of the NES will prevail where there is an inconsistency between the Agreement and the NES.

[4] Subject to the undertakings referred to above, I am satisfied that each of the requirements of ss.186, 187, 188 and 190 as are relevant to this application for approval have been met.

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

[6] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 27 October 2022. The nominal expiry date of the Agreement is 27 October 2024.



DEPUTY PRESIDENT

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Annexure A

IN THE FAIR WORK COMMISSION

FWC Matter No.:  
AG2022/4175 - Application for approval of the Northside Community Service Enterprise Agreement 2022

Applicant:  
Northside Community Service Limited (ACN 147 718 143)

**Section 185 – Application for approval of a single enterprise agreement**

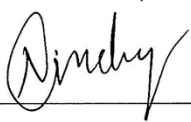
**Undertaking – Section 190**

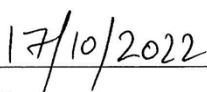
I, Nishchay Mohan, Director of Human Resources for Northside Community Service Limited (ACN 147 718 143) (**Northside**) have the authority given to me by Northside to give the following undertakings with respect to the Northside Community Service Enterprise Agreement 2022 (**Agreement**):

1. Notwithstanding clause 22.2(a) of the Agreement, Northside undertakes to pay casual Early Childhood Teachers for a minimum of:
  - (a) two hours, when required to work up to two hours;
  - (b) four hours, when required to work more than two hours and up to four hours; and
  - (c) a full day, being 7.6 hours, when required to work more than four hours, based on their appropriate hourly rate.
2. Notwithstanding clause 18 of the Agreement, Northside undertakes to only engage an Early Childhood Teacher as a Casual Employee for a total maximum of 10 consecutive weeks, and only with prior mutual agreement to such engagement.
3. Notwithstanding clause 17, Northside undertakes to not engage an Early Childhood Teacher as a Fixed Term Employee for a period less than four weeks.

These undertakings:

- (a) are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission; and
- (b) remain subject to the minimum requirements of the National Employment Standards, and any individual flexibility arrangements between an employee and Northside.

  
\_\_\_\_\_  
Signature      Nishchay Mohan

  
\_\_\_\_\_  
Date

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

**NORTHSIDE COMMUNITY SERVICE  
LIMITED  
ENTERPRISE AGREEMENT**

**2022**

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## PART A. TECHNICAL MATTERS

### 1. Title of this Agreement

- 1.1 This agreement shall be known as *Northside Community Service Enterprise Agreement 2022 (Agreement)*.

### 2. Interpretation

- 2.1 Capitalised words or expressions used in this Agreement (or in a particular provision of this Agreement) are defined in Appendix 5.
- 2.2 Capitalised words or expressions used in this Agreement that are defined in the Fair Work Act, have the same meaning as the Fair Work Act, unless otherwise defined in this Agreement.
- 2.3 In this Agreement, unless the context otherwise indicates:
- (a) a reference to:
    - (i) the singular includes the plural and the plural includes the singular; and
    - (ii) a part, appendix, clause, sub-clause or paragraph is to a part, clause, sub-clause or paragraph in this Agreement;
  - (b) headings are for convenience only and do not affect the interpretation of this Agreement;
  - (c) where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning;
  - (d) a reference to any legislation or legislative provision includes any statutory modification or re-enactment of, or legislative provision substituted for, and any subordinate legislation issued under, that legislation or legislative provision;
  - (e) a reference to a time and date in connection with the performance of an obligation is a reference to the time and date in the Australian Capital Territory, even if the obligation is to be performed elsewhere;
  - (f) mentioning anything after include, includes or including does not limit what else might be included;
  - (g) where an expression is defined, another part of speech or grammatical form of that expression has a corresponding meaning;
  - (h) where an expression is defined anywhere in this Agreement, it has the same meaning throughout this Agreement;
  - (i) the rule of contra proferentem does not apply to this Agreement; and
  - (j) a reference to “dollars” or “\$” is to an amount in Australian currency.

### 3. Coverage

- 3.1 This Agreement is made under section 172 of the Fair Work Act. In accordance with section 53 of the Fair Work Act, this Agreement covers:
- (a) Northside Community Services Limited (ACN 147 718 143), as employer; and
  - (b) all Employees of Northside whose position is covered by the classifications set out in Appendix 3 – Classification Definitions, of this Agreement, other than:
    - (i) the Chief Executive Officer;

- (ii) Executive Directors; and
- (iii) any Employee who is above the High Income Threshold, as defined in the Fair Work Act.

#### 4. Commencement and duration

- 4.1 This Agreement commences on the date that is seven days after it has been approved by the Fair Work Commission (**Commencement Date**).
- 4.2 The nominal date of expiry of this Agreement is two (2) years after the Commencement Date (**Nominal Expiry Date**).

#### 5. Delegations

- 5.1 All the powers and authorities of Northside in this Agreement are held by the Chief Executive Officer.
- 5.2 The Chief Executive Officer may, by instrument in writing, delegate or authorise to a person, any of their powers, authorities or functions under this Agreement, excluding their power to delegate or authorise.
- 5.3 The Chief Executive Officer may issue instructions relating to the exercise of a delegated power, authority or function.

#### 6. No Extra Claims

- 6.1 The Parties agree that there shall be no further claims during the life of this Agreement.
- 6.2 The Parties may agree to vary this Agreement at any time until its Nominal Expiry Date in accordance with the relevant provisions of the Fair Work Act.

#### 7. Effect of the Agreement

- 7.1 The Parties agree that:
  - (a) it is the intention of this Agreement to achieve the principal objects specified in section 351 of the Fair Work Act;
  - (b) this Agreement replaces any previous enterprise agreement or collective agreement that may have previously been applicable to Northside and the Employees (**Previous Agreements**), including the Northside Community Service Enterprise Agreement 2017 – 2020; and
  - (c) Employees may bring no further disputes in relation to the Previous Agreements.
- 7.2 This Agreement is read in conjunction with the National Employment Standards and if a term of this Agreement is detrimental in any respect to an Employee when compared to the NES, the NES prevails over the detrimental extent of the term of this Agreement to the extent of the detriment.
- 7.3 Nothing in these provisions allows any treatment that would otherwise be prohibited in any applicable Commonwealth, State, or Territory legislation.

#### 8. Consultation

- 8.1 In this clause 8:
  - (a) a “**Major Change**” means a change that is likely to have a significant effect on Employees if it results in:



- (i) the termination of the employment of Employees;
  - (ii) major change to the composition, operation or size of Northside's workforce or to the skills required of Employees;
  - (iii) the elimination or diminution of job opportunities (including opportunities for promotion or tenure);
  - (iv) the alteration of hours of work;
  - (v) the need to retrain Employees;
  - (vi) the need to relocate Employees to another workplace; or
  - (vii) the restructuring of jobs; and
- (b) **"Relevant Employees"** means the Employees who may be affected by a change referred to in clause 8.1.

8.2 This clause 8 applies if Northside:

- (a) has made a definite decision to introduce a Major Change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the Employees; or
- (b) proposes to introduce a change to the regular roster or Ordinary Hours of work of Employees.

8.3 If this clause 8 applies Northside must recognise a representative if a Relevant Employee or Relevant Employees:

- (a) appoint, a representative for the purposes of consultation; and
- (b) advise Northside of the identity of the representative.

### Major Change

8.4 For a Major Change referred to in clause 8.2(a), which is not provided for in this Agreement:

- (a) Northside must notify the Relevant Employees of the decision to introduce the Major Change; and
- (b) clauses 8.4 to 8.7 apply.

8.5 As soon as practicable after making its decision, Northside must:

- (a) discuss with the Relevant Employees:
  - (i) the introduction of the Major Change;
  - (ii) the effect the change is likely to have on the Employees; and
  - (iii) measures Northside is taking to avert or mitigate the adverse effect of the change on the Employees; and
- (b) for the purposes of the discussion—provide, in writing, to the Relevant Employees:
  - (i) all relevant information about the change including the nature of the change proposed;
  - (ii) information about the expected effects of the change on the Employees; and
  - (iii) any other matters likely to affect the Employees; and

- (c) invite the Relevant Employees to give their views about the impact of the Major Change (including any impact in relation to their family or caring responsibilities).
- 8.6 Northside is not required to disclose confidential or commercially sensitive information to the Relevant Employees.
- 8.7 Northside must give prompt and genuine consideration to matters raised about the major change by the Relevant Employees.

### **Change of Regular Roster or Ordinary Working Hours**

- 8.8 For a change referred to in clause 8.2(b), which is not provided for in this Agreement:
  - (a) Northside must notify the Relevant Employees of the proposed change; and
  - (b) clauses 8.8 to 8.11 apply.
- 8.9 As soon as practicable after proposing to introduce the change, Northside must:
  - (a) discuss with the Relevant Employees the introduction of the change;
  - (b) for the purposes of the discussion—provide to the Relevant Employees:
    - (i) all relevant information about the change, including the nature of the change;
    - (ii) information about what Northside reasonably believes will be the effects of the change on the Employees; and
    - (iii) information about any other matters that Northside reasonably believes are likely to affect the Employees; and
  - (c) invite the Relevant Employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- 8.10 However, Northside is not required to disclose confidential or commercially sensitive information to the Relevant Employees.
- 8.11 Northside must give prompt and genuine consideration to matters raised about the change by the Relevant Employees.

## **9. Procedures for preventing and settling disputes**

- 9.1 If a dispute between Northside and an Employee, or Employees, relates to:
  - (a) a matter arising under this Agreement; or
  - (b) the National Employment Standards,this clause 9 sets out procedures to settle the dispute.
- 9.2 An Employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this clause 9.
- 9.3 In the first instance, the parties to the dispute (**Disputing Parties** each a **Disputing Party**) must try to resolve the dispute at the workplace level, by discussions between the Employee or Employees and Northside or the relevant supervisors or managers.
- 9.4 If discussions at the workplace level do not resolve the dispute, a Disputing Party may refer the matter to the Fair Work Commission.

- 9.5 The Fair Work Commission may deal with the dispute in two stages:
- (a) 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
  - (b) if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
    - (i) arbitrate the dispute; and
    - (ii) make a determination that is binding on the Disputing Parties.
- 9.6 While the Disputing Parties are trying to resolve the dispute using the procedures in this clause 9:
- (a) an Employee must continue to perform their work as they would normally unless they have a reasonable concern about an imminent risk to their health or safety; and
  - (b) an Employee must comply with a direction given by Northside to perform other available work at the same workplace, or at another workplace, unless:
    - (i) the work is not safe;
    - (ii) applicable occupational health and safety legislation would not permit the work to be performed;
    - (iii) the work is not appropriate for the Employee to perform; or
    - (iv) there are other reasonable grounds for the Employee to refuse to comply with the direction.
- 9.7 The Disputing Parties agree to be bound by a decision made by the Fair Work Commission in accordance with this clause 9.

## 10. Union Rights

### Union Recognition

- 10.1 Northside recognises Employees have a right to join and maintain financial membership of their relevant union.

### Workplace Meetings

- 10.2 The delegates and officers of each Union may, once per annum, utilise areas reasonably designated by Northside to give presentations to Employees ("**Union Meeting**").
- 10.3 The time and date for a Union Meeting will be designated in advance and agreed to by Northside and the Union or its delegate/s. To ensure no disruption to business requirements, Union Meetings will be held only during the time ordinarily designated as a staff team meeting.
- 10.4 Northside will pay an Employee who attends the Union Meeting for their attendance up to 30 minutes, at the Employee's Base Rate of Pay.
- 10.5 Representatives of Northside will not attend Union Meetings, unless the Union, or their delegate/s, invite them to do so.

### Union delegates

- 10.6 Union delegates have a role to play in the workplace. The existence of Union delegates is encouraged by Northside.

- 10.7 Northside will provide Union delegates access to reasonable resources to allow full and proper representation of members with such resources including but not limited to email, internet, photocopier, notice board/s, printer and telephone.
- 10.8 Delegates will be allowed reasonable time to perform their role on behalf of their Union including time to consult with members and officials, provide feedback on discussions with Northside, approaching new staff members about membership and participation in the operation of the Union.
- 10.9 Northside will not hinder Union delegates in the reasonable and responsible performance of their duties.

#### **Delegates Training and Union Leave**

- 10.10 Union delegates will each be entitled to up to five (5) days training leave per calendar year ("**Training Leave**") paid at their Base Rate of Pay to attend training conducted or provided by the Union, but such leave does not carry over to the following calendar year.
- 10.11 Training content could include, but is not limited to, knowledge about the system of workplace relations including rights and obligations for employers and employees, and to skills such as communication, negotiation, dispute resolution and grievance handling, bargaining and agreement-making, research, equity and discrimination and health and safety.
- 10.12 Such leave is subject to the following conditions:
  - (a) not less than two weeks' notice must be given to Northside of the date of commencement of the training course and the period over which the course is to be conducted; and
  - (b) the election and appointment of delegates is a matter for each Union and it is advantageous to Northside and members that delegates are trained as soon as possible after their appointment. The delegate may also access Training Leave to attend to Union duties or activities as required by the appropriate Union from time to time.

#### **Notice Boards**

- 10.13 Northside will ensure availability of a notice board that is located in a general staff area for a Union delegate or official to post Union notices, signed or countersigned by the representative.
- 10.14 The notices will not be removed by anyone acting on Northside's direction, other than the appropriate Union delegate or Union official.

#### **Union Representation**

- 10.15 In the event of an Employee being asked to attend a formal performance management meeting that could result in disciplinary action, the Employee may bring a Union representative. While the Union representative cannot speak for the Employee, the Employee can confer with and seek advice from the Union representative. The Union representative may also seek clarification from Northside or from the Employee during the course of the meeting.

## **PART B. EMPLOYEE OBLIGATIONS**

### **11. Code of Conduct**

- 11.1 All Employees covered by this Agreement agree to be bound by the Code of Conduct, which will be provided to and signed by all new Employees prior to commencement of employment.

## 12. Performance and Development

12.1 All Employees agree to undertake performance and development processes as set out in Northside's Performance and Development Policy, as amended by Northside from time to time.

## PART C. TYPES OF EMPLOYEES AND HOURS OF WORK

### 13. Types of employment

13.1 Employees of Northside are employed in one of the following categories:

- (a) Full Time Employees;
- (b) Part Time Employees
- (c) Fixed Term Employees; or
- (d) Casual Employees.

13.2 At the time of engagement Northside will inform each Employee of the terms of their engagement, including which category of employment they are engaged under.

### 14. Allocation of duties

14.1 Northside may require an Employee to carry out any reasonable duties the Employee is capable of performing, subject to any restrictions set out in this Agreement and the payment of higher duties allowance where required by this Agreement.

14.2 Where an Employee is required to undertake lower level duties for a period of time, other than where this is an agreed transfer to a lower level position, the Employee will continue to be paid at the higher level.

### 15. Full Time Employees

15.1 A Full Time Employee is an Employee who:

- (a) is engaged on a permanent basis to work an expected average of 76 hours per fortnight; or
- (b) is an Early Childhood Teacher, subject to clause 16.2, engaged on a permanent basis to work an expected average of at least 68.4 hours per fortnight.

### 16. Part Time Employees

16.1 A Part Time Employee, other than a Part Time Early Childhood Teachers, is an Employee who:

- (a) is engaged on a permanent basis to work less than an average of 76 hours per fortnight; and
- (b) has reasonably predictable expected hours of work.

16.2 A Part Time Early Childhood Teacher Employee is an Employee who

- (a) is engaged on a permanent basis to work less than an average of 68.4 hours per fortnight and has reasonably predictable expected hours of work; or
- (b) requests to work more than an average of 68.4 hours per fortnight, but less than 76 hours per fortnight.

16.3 For the avoidance of doubt, if an Early Childhood Teacher is engaged by Northside on a permanent basis to work 68.4 hours or more per fortnight the Employee will be considered Full Time,

however if such Employee is required to work more than 68.4 hours from time to time, they will remain a Part Time Employee.

16.4 Unless otherwise specified in this Agreement, remuneration and other conditions for Part Time Employees, including leave, will be calculated pro rata to the number of hours the Employee works, excluding allowances of a reimbursement nature.

16.5 The details of a Part Time Employee's Ordinary Hours will be specified in writing and include:

- (a) the expected hours to be worked each day; and
  - (b) the days of the week the Employee will be required to work the expected hours,
- and may include different expected hours for specified periods.

16.6 Northside and a Part Time Employee may mutually agree in writing to vary the Ordinary Hours of a Part Time Employee.

## 17. Fixed Term Employees

17.1 A Fixed Term Employee is an Employee who is engaged for a specified time, or to complete a specified task, on either a full time or part time basis, as informed by Northside at the time of their engagement.

## 18. Casual Employees

18.1 A Casual Employee is an Employee who is engaged as a casual employee in accordance with section 15A of the Fair Work Act.

18.2 A Casual Employee may be entitled to convert to permanent employment in accordance with the Fair Work Act, but otherwise will remain a Casual Employee.

## 19. Annualised Employees

19.1 Where any provision in this clause 19 is inconsistent with any other provisions elsewhere in this Agreement, the provisions in this clause 19 will prevail.

19.2 All Employees whose annual salary is calculated or estimated at Northside's sole discretion, to be \$85,000 or more per annum, or on a pro rata basis for Part Time Employees, will, on written notice to the Employee, be deemed an Annualised Employee and the following conditions will apply:

- (a) the Employee will be paid on the basis of an annualised salary which must not be less than 110 per cent of the base salary for the Employee's classification under this Agreement;
- (b) Full-time Employees will be paid on the basis of 76 hours per fortnight only, and accrual and usage of leave balances will be on the same basis;
- (c) Part Time Employees will be paid only on the basis of the ordinary fortnightly hours, specified in accordance with clause 16.5, and accrual and usage of leave balances will be on the same basis;
- (d) subject to clause 19.3, Annualised Employees, where reasonable, may be expected to work additional hours and work on weekends and public holidays without penalty rates, overtime, additional pay, or time in lieu, where this is necessary in order to achieve required business outcomes; and
- (e) the annualised salary must not be less than the Employee would earn if entitled to penalty payments and overtime provisions set out in this Agreement, calculated over a 12-month

period. This provision will be applied on a pro rata basis for part years on termination of employment.

- 19.3 Where an Annualised Employee, at the direction of Northside, is required to work additional hours that are not directly associated with the Employee's normal position, the Employee will be compensated for the additional hours either as time off in lieu on an hour for hour basis or additional remuneration at an hourly rate calculated by dividing the Employee's fortnightly salary by 76.
- 19.4 Annualised salaries will be reviewed in 1 July each year with new rates to apply the first full pay period ending on or after the review has been completed. The annualised salary must be increased by at least the salary increase specified in clause 26 for the relevant year.
- 19.5 The salary threshold specified in clause 19.2 will increase each year by the same percentage as the salary increase specified in clause 26.

## 20. Apprentices

- 20.1 Northside may engage a person as an Apprentice, on the basis of being a Fixed Term Employee for the duration of the apprenticeship.
- 20.2 The Base Rate of Pay for an Apprentice must be at least one per cent higher than of the rate of pay the Apprentice would be entitled to under the relevant Modern Award.
- 20.3 The conditions of an Apprenticeship will be in accordance with this Agreement except where this is inconsistent with the requirements of the relevant State or Territory training authority.
- 20.4 An Apprentice may, at Northside's sole discretion, be offered a position as a Full Time Employee or Part Time Employee on successful completion of the apprenticeship.

## 21. Ordinary Hours

- 21.1 The span of hours within which Ordinary Hours may be worked are set out in the following table:

<b>Classification</b>	<b>Span of hours</b>
Children's Services Employees	6.00 am to 6.30 pm, Monday to Friday
Home Care Employees	6.00 am to 8.00 pm, Monday to Sunday
Early Childhood Teachers	6.00 am to 6:30 pm, Monday to Friday
Community Services Employees	6.00 am to 8.00 pm, Monday to Sunday

- 21.2 Ordinary Hours, subject to reasonable overtime, for Full Time Employees and Part Time Employees, including for the removal of doubt Fixed Term Employees but excluding Annualised Employees, must not exceed 10 hours on any day.
- 21.3 Where an Employee is required to work Broken Shifts, the time between the start of the first shift and the end of the last shift cannot be greater than 12 hours in a day.
- 21.4 For the avoidance of doubt Northside will not engage Employees, or require Employees to work, in a manner that would entitle them to be defined as a Shiftworker for the purposes of the National Employment Standards.

## 22. Minimum Engagement

- 22.1 The minimum single engagement for a Part Time Employee is:

- (a) one hour, where the Employee is required to perform work remotely, or where the engagement involves participating remotely in a work meeting or other similar engagement such as a staff meetings or training session, where they are not required to undertake their normal work staff meetings or staff training remotely (together **Remote Work**); and
- (b) two hours for all Employees, other than Community Services Employees for any engagement that is not Remote Work; and
- (c) three hours for Community Services Employees for any engagement that is not Remote Work.

22.2 The minimum single engagement for a Casual Employee is:

- (a) three hours, or one hour for Remote Work for all Employees, other than Home Care Employees; and
- (b) two hours, or one hour for Remote Work for Home Care Employees.

22.3 Employees required to work on a Public Holiday or weekend will receive payment, at the rates set out at clause 29.1, and the minimum single engagement is:

- (a) two (2) hours for Home Care Employees and Early Childhood Teachers;
- (b) three (3) hours for Community Services Employees; and
- (c) four (4) hours for Children's Services Employees.

## 23. Roster

23.1 The Ordinary Hours of work for Children's Services Employees and Home Care Employees, excluding Casual Employees, will be displayed on a weekly roster provided to Children's Services Employees and Home Care Employees at least two weeks before the commencement of the roster period.

### Change in roster

23.2 Northside may change an Employee's roster with 7 days' notice, provided that:

- (a) a roster may be altered at any time to enable the service of the Employer to be carried on where another Employee is absent from duty on account of illness, or in an emergency; and
- (b) if the only change to the roster of a Part Time Employee is the mutually agreed addition of extra hours to be worked such that the Part Time Employee still has 4 rostered 24 hour periods off in that fortnight or 8 rostered 24 hour periods off in a 28 day roster cycle, no notice is required.

23.3 When considering changes to rosters, the Employer will:

- (a) consult with the employees affected on the implementation of the changes; and
- (b) give consideration to any objections and/or suggestions raised by staff before implementing major changes.

### Client cancellation

23.4 Where a client cancels or changes the rostered home care or disability service with less than 7 days' notice of the scheduled service, Northside may:



- (a) elect to not cancel the shift, and direct a Full Time or Part Time Employee to perform other work during the hours they were rostered; or
  - (b) cancel the rostered shift or affected part of the shift, in which case the Employee will
    - (i) receive the amount they would have received had the shift not been cancelled; or
    - (ii) if the Employee has been provided at least 12 hours' notice of the cancellation, Northside may direct the Employee to work make-up time in accordance with clause 23.5, which must be worked within 6 weeks of the date of the cancellation.
- 23.5 If Northside directs the Employee, in accordance with clause 23.4(b)(ii), to work make-up time equivalent to the cancelled time:
- (a) Northside will provide the Employee with 7 days' notice of when any make-up time is to be worked;
  - (b) Northside will consult with the Employee regarding when the make-up time is to be worked;
  - (c) this time may be made up working with other clients or in other areas of Northside's business providing the Employee has the skill and competence to perform the work; and
  - (d) the Employee will be paid the higher of:
    - (i) the amount payable to them had the shift not been cancelled; or
    - (ii) the amount payable in respect of the work actually performed as make-up time.
- 23.6 For the avoidance of doubt, if the Employee is not provided with 12 hours notice of the cancellation, the Employee will be entitled to receive payment for their minimum specified hours for that day.

## **PART D. REMUNERATION**

### **24. Pay rates**

- 24.1 The Base Rate of Pay for Employees from 1 July 2022 is included in the applicable section of Appendix 1 of this Agreement. Where there is any inconsistency between the provisions of this Part and Appendix 1, the provisions of this Part will prevail.
- 24.2 On the Commencement Date an Employee's Base Rate of Pay will be no less than:
- (a) for Community Services Employees the equivalent rate of pay in the SCHADS Award;
  - (b) for Home Care Employees, the equivalent rate of pay in the SCHADS Award, plus 10%;
  - (c) for Children's Services Employees, the equivalent rate of pay in the Children's Services Award, plus 10%; and
  - (d) for Early Childhood Teachers, the equivalent rate of pay in the Educational Services (Teachers) Award, plus 10%.
- 24.3 Casual Employees will receive a loading of 25 percent in lieu of:
- (a) access to all forms of paid leave (other than long service leave); and
  - (b) payment for public holidays on which the Casual Employee is not required to work.

## 25. Method of payment

- 25.1 Employees will be paid fortnightly in arrears into a financial institution account nominated by the Employee.
- 25.2 Where an Employee's Base Rate of Pay is set out as an annual figure, or otherwise in the case of Annualised Employees, the following formula will be used to determine the fortnightly rate of pay:

$$\text{Fortnightly pay} = \text{Annual Salary} / 26.07$$

## 26. Salary increases

- 26.1 From the first full pay period ending on or after:

- (a) 1 July 2023; and
- (b) 1 July 2024,

Employees' Base Rate of Pay will be increased in accordance with any wage increase, determination or award of the Fair Work Commission or any other authorised tribunal or commission, so that their Base Rate of Pay meets the requirement at clause 24.2.

- 26.2 For the avoidance of doubt where a wage increase, determination or award of the Fair Work Commission or any other authorised tribunal or commission results in Employee's being entitled to a higher Base Rate of Pay under the applicable Award than this Agreement, the Employee's Base Rate of Pay will be increased in line with the requirements, including timing, of that applicable wage increase, determination or award.

## 27. Pay Progressions

### Community Services and Home Care Employees

- 27.1 On the anniversary of their commencement date, Community Services Employees and Home Care Employees will be entitled to progression from one pay point to the next within a classification level unless the Employee has not:
- (a) demonstrated competency and satisfactory performance at their current pay point;
  - (b) acquired and satisfactorily used new or enhanced skills within the ambit of the classification, if required by Northside; and
  - (c) served at least 12 months continuous service at their current pay point, or 24 months if the Employee's Ordinary Hours are less than 19 hours per week.

### Children's Services Employees

- 27.2 Subject to clause 27.3, on the anniversary of their commencement date, Children's Services Employees will progress from one pay point to the next within a classification level unless the Employee has not:
- (a) demonstrated competency at the existing level;
  - (b) served at least 12 months continuous service at their current pay point, or 24 months if the Employee's Ordinary Hours are less than 19 hours per week; and
  - (c) demonstrated ability to acquire the skills necessary for advancement to the next pay point.
- 27.3 Children's Services Employees classified at the following levels will be entitled to the corresponding progressions:

- (a) a Level 1 Children’s Services Employee will, subject to meeting the requirements at clause 27.3, progress to the next level (Level 2.1 Children’s Services Employee) on the anniversary of their commencement date;
- (b) a Level 2 Children’s Services Employee will immediately progress by one level in addition to the annual progression at clause 27.3 on completion of an accredited introductory childcare course, subject to meeting the requirements at clause 27.3;
- (c) a Level 3 Children’s Services Employee will only be entitled under clause 27.3 to progress up to Level 3.3 unless the Level 3 Children’s Services Employee:
  - (i) completes a AQF Diploma in Children’s Services or equivalent; and
  - (ii) demonstrates the application of skills and knowledge acquired beyond the competencies required for AQF Certificate III in the ongoing performance of their work,
 then, the Employee will, on meeting the above requirements to Northside’s satisfaction, will be progressed to Level 3.4 regardless of whether they have served 12 months;
- (d) a Level 5 Children’s Services Employee who holds an AQF Advanced Diploma will be progressed to Level 5.4 regardless of whether they have served 12 months.

### Early Childhood Teachers

27.4 Subject to clauses 27.5 and clause 27.9, Early Childhood Teachers will be entitled to the following progressions:

- (a) Level 1 Early Childhood Teachers will progress to Level 2 following an assessment by Northside that they are a Proficient Teacher;
- (b) Level 2 Early Childhood Teachers will progress to Level 3 if they are a Proficient Teacher and have completed three years Teaching Service at Level 2;
- (c) Level 3 Early Childhood Teachers will progress to Level 4 if they are a Proficient Teacher and have completed three years Teaching Service at Level 3; and
- (d) Early Childhood Teachers will progress to Level 5 following an assessment by Northside that they are a Highly Accomplished /Lead Teacher.

27.5 An Early Childhood Teacher will not be a Proficient Teacher or Highly Accomplished / Lead Teacher if Northside has, in the 12-month period immediately preceding the date upon which the employee is due for progression:

- (a) identified, in writing, that the employee has not complied with the requirements of the APST in specified respects on an ongoing basis;
- (b) afforded the employee a reasonable period of time, with the provision of support, training and feedback, to bring the employee’s performance into compliance with the APST; and
- (c) assessed the employee, in a formal and documented review of performance, as still not complying with the requirements of the APST on an ongoing basis.

27.6 Subject to clause 27.9, in relation to Northside assessing whether an Early Childhood Teacher is a Proficient Teacher:

- (a) the Early Childhood Teacher may request such an assessment at any time after the completion of the first year of Teaching Service, provided that no more than one such request may be made in any calendar year; or
- (b) where an Early Childhood Teacher has completed two years Teaching Service:

- (i) an assessment must be conducted by Northside, even if the Early Childhood Teacher has not requested such an assessment; or
  - (ii) if no assessment is conducted by Northside the Early Childhood Teacher will be deemed a Proficient Teacher.
- 27.7 Subject to clause 27.9, in relation to Northside assessing whether an Early Childhood Teacher is a Highly Accomplished / Lead Teacher:
  - (a) the Early Childhood Teacher may request such an assessment at any time after the completion of the first year of Teaching Service at Level 4, provided that no more than one such request may be made in any calendar year; or
  - (b) subject to clause 27.5, where an Early Childhood Teacher has completed three Years Teaching Services at Level 4:
    - (i) an assessment must be conducted by Northside, even if the Early Childhood Teacher has not requested such an assessment; or
    - (ii) if no assessment is conducted by Northside the Early Childhood Teacher will be deemed a Highly Accomplished / Lead Teacher.
- 27.8 Subject to clause 27.9, if Northside consider a Level 5 Early Childhood Teacher no longer meets the requirements of a Highly Accomplished / Lead Teacher:
  - (a) Northside may conduct a re-assessment once on every five year anniversary of the Early Childhood Teacher's progression to Level 5; or
  - (b) if no assessment is made on the five year anniversary of the Early Childhood Teacher's progression to Level 5, the Early Childhood Teacher will be deemed to be a Highly Accomplished / Lead Teacher for the following five years.
- 27.9 All assessments or re-assessments:
  - (a) must be conducted in consultation with the Early Childhood Teacher;
  - (b) may be conducted by an identified expert assessor if both Northside and the Early Childhood Teacher agree in writing; and
  - (c) if disputed, will be subject to the dispute resolution procedures in clause 9 this Agreement.
- 27.10 Subject to clause 27.3(a), for the avoidance of doubt movement to a higher classification level will only occur by way of promotion or re-classification.

## 28. Superannuation

- 28.1 Northside will make superannuation contributions to the Employee's nominated superannuation fund in accordance with the *Superannuation Guarantee (Administration) Act 1992* (Cth), or other applicable legislation in place at any particular time.
- 28.2 Where an Employee does not nominate a superannuation fund and does not have a stapled superannuation fund, Northside will make super contributions to a default fund which complies with applicable legislation and regulations.

## **PART E. ENTITLEMENTS AND ALLOWANCES**

### **29. Penalty Rates**

#### **Public Holidays**

- 29.1 An Employee required to work on a Public Holiday:
- (a) will be paid double time and a half (250%) of their Base Rate of pay for all time worked if they are a Full Time or Part Time Employee;
  - (b) will be paid double time and three quarters (275% which includes the casual loading) of their Base Rate of pay for all time worked if they are a Casual Employee; and
  - (c) will not be eligible for any additional rates, penalties, or loadings including for weekend work, which would be payable if the day was not a Public Holiday.

#### **Weekends**

- 29.2 An Employee required to work on a weekend:
- (a) will be paid time and a half (150%) of their Base Rate of Pay for time worked between midnight on Friday and midnight on Saturday and double time (200%) of their Base Rate for time worked between midnight Saturday and midnight Sunday, if they are a Full Time or Part Time Employee;
  - (b) will be paid time and three quarters (175% which includes the casual loading) of their Base Rate of Pay for time worked between midnight on Friday and midnight on Saturday and double time and a quarter (225% which includes the casual loading) of their Base Rate of Pay for time worked between midnight Saturday and midnight Sunday, if they are a Casual Employee; and
  - (c) these extra rates will be in substitution for, and not cumulative with, shift penalties provided in this Agreement and are not applicable to overtime hours worked on a Saturday or a Sunday.
- 29.3 Any work on a Public Holiday or weekend is subject to the minimum single engagement set out in clause 22.3.

### **30. Overtime**

- 30.1 Subject to clause 30.3, an Employee, will be deemed to have worked overtime for the applicable hours where the Employee is directed by Northside to work:
- (a) For Part Time Employees and Casual Employees, excluding Annualised Employees:
    - (i) who work outside their Ordinary Hours for more than 7.6 hours on any day within the span of Ordinary Hours set out at clause 21.1;
    - (ii) outside the span of Ordinary Hours set out at clause 21.1; or
    - (iii) more than 76 hours in a fortnight;
  - (b) for Full Time Employees, excluding Annualised Employees, outside the span of Ordinary Hours set out at clause 21.1; and
  - (c) for Annualised Employees, in excess of reasonable additional hours, and where Northside has prior agreed in writing that the additional hours will constitute overtime.

- 30.2 For the purpose of this clause and clause 29 and 30.1 Employees are not entitled to both penalty rates and overtime rates. Employees will be paid either penalty rates, or overtime rates, whichever will be more beneficial to the Employee.
- 30.3 Overtime must be approved by Northside prior to the commencement of any Overtime.
- 30.4 Overtime under this clause 30 is paid at the following rates:
- (a) for Full Time Employees:
    - (i) time and a half (150%) of their Base Rate of Pay for the first two hours, Monday to Saturday and double time (200%) of their Base Rate of Pay thereafter;
    - (ii)
    - (iii) double time (200%) of their Base Rate of Pay for all overtime on a Sunday; and
    - (iv) double time and a half (250%) of their Base Rate of Pay for all overtime on a public holiday;
  - (b) for Part Time Employees:
    - (i) time and a half (150%) of their Base Rate of Pay for the first two hours, Monday to Saturday and double time (200%) of their Base Rate of Pay thereafter;
    - (ii) double time (200%) of their Base Rate of Pay for all overtime on a Sunday; and
    - (iii) double time and a half (250%) of their Base Rate of Pay for all overtime on a public holiday; and
  - (c) for Casual Employees:
    - (i) time and three quarters (175% which includes the casual loading) of their Base Rate of Pay for the first two hours, Monday to Saturday and double time and a quarter (225% which includes the casual loading) of their Base Rate of Pay thereafter;
    - (ii) double and a quarter time (225% which includes the casual loading) of their Base Rate of Pay for all overtime on a Sunday; and
    - (iii) double time and three quarters (275% which includes the casual loading) of their Base Rate of Pay for all overtime on a public holiday.
- 30.5 Northside and an Employee may mutually agree in writing for the Employee to be granted time off instead of payment for overtime, on an hour for hour basis. Where the time off has not been taken within three months of the overtime being worked, Northside may pay the Employee the overtime at the applicable rate unless an extension is otherwise mutually agreed in writing between Northside and the Employee. This clause 30.5 does not apply to overtime worked on a public holiday.

## 31. Recall to Duty

- 31.1 Any Community Services Employee or Home Care Employee recalled to work after completing their Ordinary Hours, will be paid for a minimum of two hours' work at the appropriate overtime rate.
- 31.2 Any Children's Services Employee or Early Childhood Teachers recalled to work after completing their Ordinary Hours will be compensated for the additional hours either as time off in lieu on an hour for hour basis or remuneration at their Base Rate of Pay or applicable overtime rate.

31.3 For the avoidance of doubt, an Employee is recalled to duty if they are required to return to a Northside work place or log in to Northside's systems to perform work. Employees are not taken to have been recalled to duty if the only action they perform is receiving a phone call, in which cases the On Call Allowance at clause 34 may be payable but only if the Employee is directed by Northside in writing to be On Call.

## 32. Meal Provision

32.1 Where an Employee is deemed to have worked:

- (a) more than one hour after the finishing time of their Ordinary Hours on any day, the Employee will be:
  - (i) provided with a meal at no cost to the Employee; or
  - (ii) paid a meal allowance of \$14.10;
- (b) more than four hours after the finishing time of their Ordinary Hours on any day the Employee will be:
  - (i) provided with a second meal at no cost to the Employee; or
  - (ii) paid a second meal allowance of \$14.10,

unless the Employee could reasonably return home for a meal within the meal break.

## 33. Rest Breaks

33.1 Employees, are entitled to:

- (a) subject to clause 33.2 and 33.3, an unpaid meal break of between 30 and 60 minutes no later than five hours after commencing work;
- (b) a paid rest break of 15 minutes where required to work at least four hours; and
- (c) a second paid rest break of 15 minutes where required to work at least seven hours, excluding unpaid breaks, in a single shift, or on any day.

33.2 Where a Children's Services Employee is required by Northside to remain at the workplace during the meal break, the unpaid meal break will be replaced by a paid meal break of between 20 and 30 minutes to be counted as time worked.

33.3 Where a Home Care Employee is required by Northside to have a meal with a client or clients as part of work or client program, they will be paid for the duration of the meal break and clause 33.1(a) does not apply.

33.4 Where an Employee is required to work during an unpaid meal break provided by clause 33.1(a) and continuously thereafter, they will be paid overtime rates set out at clause 30.4 until the unpaid meal break is taken.

33.5 Northside will endeavour not to require an Employee to commence work before at least a 10 hour break after the end of the previous shift, where reasonable.

33.6 Subject to clause 33.7, where Northside directs an Employee to commence work before at least a 10 hour break after the end of the previous shift, the Employee will be paid at overtime rates for all work undertaken until such time as the Employee has had a 10 hour break.

33.7 In relation to Annualised Employees:

- (a) Annualised Employees must endeavour to not commence work before at least a 10 hour break after the end of the previous shift;
  - (b) Annualised Employees must provide Northside prior written notice if they will be commencing work before at least a 10 hour break after the end of the previous shift; and
  - (c) payment of overtime rates in accordance with clause 33.6 will be subject to Northside's prior written approval.
- 33.8 For the avoidance of doubt, clause 33.6 will apply where a shift commences on one day and finishes on the following day and the next shift commences before a 10 hour break has been taken but does not apply to Broken Shifts.

#### 34. Non-contact Time

- 34.1 Employees who have the primary responsibility for the preparation, implementation and/or evaluation of a developmental program for an individual child or group of children will be entitled to non-contact time during which the Employee is not required to supervise children or perform other duties directed by the Employer, for the purpose of planning, preparing, evaluating and programming activities.
- 34.2 Non-contact time allocated to the Employee:
- (a) shall be 3 hours per week; and
  - (b) will be rostered in advance in blocks of not less than one hour; and
  - (c) does not include time for setting up and packing up within the Centre.
- 34.3 For the avoidance of doubt, Northside may be required to vary the rostered non-contact time to ensure compliance with business requirements, including but not limited to Northside meeting the educator to child ratios required under the National Quality Framework.
- 34.4 Where non-contact time is interrupted or cancelled, it will be re-rostered as soon as operationally possible.

#### 35. On-call Allowance

- 35.1 Subject to clause 35.2, where an Employee, excluding Annualised Employees, is required to be on-call outside of work hours, the Employee will be paid an allowance of \$21.57 per 24 hour period during, other than a Saturday, Sunday or Public Holiday, and \$42.72 per 24 hour period on a Saturday, Sunday or Public Holiday (**On-call Allowance**).
- 35.2 To be eligible for the payment of the On-call Allowance, the Employee must:
- (a) be ready and available to return to the workplace without notice;
  - (b) remain within 30 minutes travel time of the workplace; and
  - (c) be contactable at all times by phone.
- 35.3 Where an Employee is in receipt of an On-Call Allowance, the Employee will:
- (a) be entitled to the applicable overtime rates, if any, if they are required to attend the workplace outside of Ordinary Hours while on call; and
  - (b) not be entitled to payment for any time associated with making or receiving phone calls, emails, or similar, during the period for which they receive the On-Call Allowance.



## 36. Broken Shift Allowance

36.1 Employees other than Early Childhood Teachers who have an unpaid break, other than a meal break, between shifts worked on the same day or within the one shift worked on a day, will be paid a broken shift allowance and minimum payment amount consistent with the relevant Modern Award.

## 37. Higher Duties

37.1 Where an Employee is required to perform a higher level role for three days or more, the Employee will be paid at a higher level rate.

37.2 Notwithstanding clause 37.1 a Children's Services Employee required to perform a higher level role for two or more consecutive hours will be paid at the higher level, subject to the Employee being required to spend the majority of the Employee's time undertaking the higher level duties, unless:

- (a) the Employee is classified as Level 5 Children's Services Employee and is required to undertake higher duties by way of a Director's absence, in which case they will be paid at the higher level if the absence exceeds two consecutive working days; and
- (b) the Employee is classified as a Level 3 Children's Services Employee is required to undertake duties of the Director by reason of the Director's non-attendance outside of the span of Ordinary Hours at clause 21.1, in which case that Employee will not be entitled to payment under this clause.

37.3 Northside may approve payment of higher duties allowance for periods of less than three days.

37.4 To be eligible for the payment of higher duties allowance, the Employee must be performing sufficient higher level functions that the role being performed by the Employee would be classified at the higher level.

## 38. Motor Vehicle Allowance

38.1 A motor vehicle allowance is payable where an Employee agrees to a Northside request to use their private vehicle for work related purposes, subject to this being agreed in writing by their manager in advance.

38.2 The rate of motor vehicle allowance is 92 cents per kilometre.

38.3 The private vehicle for work purposes must be:

- (a) operated by an appropriately licenced driver at all times that it is being used for work related purposes;
- (b) registered at all times;
- (c) road worthy and safe to perform the agreed work purpose; and
- (d) comprehensively insured to the satisfaction of Northside.

38.4 Northside may require the Employee to provide evidence of the matters in clause 38.3, prior to the agreement in clause 38.1, or at any other time it deems necessary.

38.5 An Employee required to drive a motor vehicle owned by Northside will not receive the motor vehicle allowance under clause 38.2 and the Employee must:

- (a) hold a current and appropriate driver's licence, noting this requirement may be an inherent requirement of the Employee's position;

- (b) provide evidence to Northside of a current driver's licence to Northside upon commencement of employment or at Northside's request; and
- (c) notify Northside immediately if they lose their driver's licence for any reason.

### **39. First Aid Allowance**

39.1 A first aid allowance of \$18.01 per week, will be paid to Full Time Employees who:

- (a) hold a current first aid qualification issued by the St John's Ambulance Association or the Australian Red Cross Society or equivalent qualification; and
- (b) are:
  - (i) a Community Services Employee or Early Childhood Teacher who is appointed by Northside in writing to administer first aid in the workplace;
  - (ii) a Home Care Employee who is appointed by Northside in writing, in a given week, to be responsible for the provision of first aid to other Employees; or
  - (iii) a Children's Services Employee classified below Level 3 who is authorised by Northside in writing to administer first aid to children in the Employee's care.

39.2 If a Part Time or Casual Employee is entitled to the first aid allowance under clause 39.1, they will receive the first aid allowance on a pro rata basis.

39.3 Where a Full Time Employee or Part Time Employee is required by Northside to hold a first aid or similar qualification, Northside will either pay or reimburse the fees for the relevant training and qualification.

### **40. Travel Allowance**

40.1 Where an Employee is required to travel for work purposes and is away from home overnight, Northside will:

- (a) pay for reasonable accommodation for the Employee; and
- (b) reimburse the Employee for meals and incidentals costs, on provision of receipts, up to the amounts set by the Australian Taxation Office as reasonable amounts for meals and incidentals.

### **41. Clothing and Equipment**

41.1 Employees required by Northside to wear uniforms will be supplied with an adequate number of uniforms appropriate to their position free of cost to the Employee.

41.2 Any uniform provided by Northside under clause 41.1 will remain the property of Northside and the Employee must return the uniform, laundered, to Northside on termination of the Employee's employment.

### **42. Infant Feeding Support**

42.1 All Employees who while working are responsible for feeding an infant, or are required to assist in feeding an infant such as by expressing milk, will where practicable, be provided with the facilities and support necessary while at work, including:

- (a) two paid breaks of up to thirty minutes duration; and
- (b) a clean and hygienic private room with power points, a lockable door and a comfortable chair; and

- (c) access to a washing facility, a refrigerator for storage of expressed breast milk and a storage area for equipment.

## **PART F. FLEXIBILITY**

### **43. Flexibility Term**

- 43.1 For the avoidance of doubt, individual flexibility arrangements in this clause 43, are subject to agreement by, and operational requirements of, Northside.
- 43.2 Northside and an Employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of this Agreement if:
  - (a) the flexibility agreement deals with one or more of the following matters:
    - (i) arrangements about when work is performed;
    - (ii) overtime rates;
    - (iii) penalty rates;
    - (iv) allowances; or
    - (v) leave loading;
  - (b) the arrangement meets the genuine needs of the employer and employee in relation to one or more of the matters mentioned in clause 43.1(a); and
  - (c) the arrangement is genuinely agreed to by Northside and the Employee.
- 43.3 Northside must ensure that the terms of the individual flexibility arrangement:
  - (a) are about permitted matters under section 172 of the Fair Work Act;
  - (b) are not unlawful terms under section 194 of the Fair Work Act; and
  - (c) result in the Employee being better off overall than the Employee would be if no arrangement was made.
- 43.4 Northside must ensure that the individual flexibility arrangement:
  - (a) is in writing;
  - (b) includes the name of Northside and the Employee;
  - (c) is signed by Northside and the Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee;
  - (d) includes details of:
    - (i) the terms of this Agreement that will be varied by the arrangement;
    - (ii) how the arrangement will vary the effect of the terms; and
    - (iii) how the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
  - (e) states the day on which the arrangement commences.
- 43.5 Northside must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 43.6 Northside or the Employee may terminate the individual flexibility arrangement:

- (a) by giving no more than 28 days written notice to the other party to the arrangement; or
- (b) if Northside and the Employee agree in writing at any time.

## **PART G. LEAVE**

### **44. General Provisions**

- 44.1 Employees will retain all accrued leave entitlements that were held before the Commencement Date.
- 44.2 All deductions of leave will be based on the number of expected hours the Employee is absent from work.
- 44.3 Where an Employee takes leave of any kind:
  - (a) for which they are entitled to be paid, the Employee will be paid their Base Rate of Pay during the period of leave; and
  - (b) for which they are not entitled to be paid, the Employee will not be paid during the period of leave.
- 44.4 Where an Employee is absent and fails to comply with their obligations this PART G, other than because of circumstances beyond the Employee's control, the absence may:
  - (a) be treated as unauthorised;
  - (b) result in the Employee not being paid; and
  - (c) not count towards the Employee's service.
- 44.5 Where any public holiday which the Employee would otherwise be entitled to occurs during a period of paid leave, excluding long service leave, the public holiday will not be deducted from the Employee's accrued leave.
- 44.6 The provisions for long service leave in relation to public holidays are as specified in the relevant State or Territory long service leave legislation.

### **45. Annual Leave**

- 45.1 Full Time Employees and Part Time Employees, including Fixed Term Employees, accrue annual leave:
  - (a) at the rate of 152 hours (20 days) for each 12 months of work for Full Time Employees and at a pro rata rate for Part Time Employees; and
  - (b) progressively during the 12 month period and credited to Employees each fortnight.
- 45.2 Employees are able to take annual leave, subject to the availability of accrued leave and approval by Northside. Northside must not unreasonably refuse to agree to a request by the Employee to take paid annual leave.
- 45.3 Employees will not accrue any annual leave during any unauthorised absences or unpaid leave or any period which does not count as service.
- 45.4 If the period during which an Employee takes paid annual leave includes a period of any other leave (other than unpaid parental leave or community service leave under clause 54), the Employee is taken not to be on paid annual leave for the period of that other leave or absence.

### **Requirements to take Annual Leave**

- 45.5 Subject to clause 45.6, unused annual leave will accumulate from year to year without limit.
- 45.6 Where an Employee has an annual leave balance in excess of eight (8) weeks for Full Time Employees or pro rata for Part Time Employees, Northside may require the Employee to take a period of annual leave:
- (a) sufficient to reduce the Full Time Employee's annual leave balance to four (4) weeks or an equivalent pro rata amount for Part Time Employees; and
  - (b) at a time mutually agreed where possible, but at Northside's final determination as long as the Employee is given at least six (6) weeks' notice.
- 45.7 Where a Northside workplace, or part of a workplace, shuts down for a period of time, Employees working in that workplace or part of that workplace may be required to take annual leave, or, if these entitlements have been exhausted, unpaid leave for the duration of the shutdown.

### **Payment for Annual Leave on Termination of Employment**

- 45.8 Employees will be paid for any unused annual leave entitlement on resignation or termination of employment.

### **Annual Leave Loading**

- 45.9 When on annual leave, Employees will receive a loading of 17.5%.
- 45.10 Where an Employee would have received shift loadings had they not been on leave during the relevant period and such loadings would have entitled them to a greater amount than 17.5%, then the shift loadings shall be added to their Base Rate of Pay. However, if the shift loadings would have entitled them to a lesser amount than the leave loading of 17.5%, then the 17.5% leave loading will be added to the Base Rate of Pay in place of any shift loadings.
- 45.11 Any leave loading payable under clause 45.9 or 45.10 will be paid to the Employee in the pay period they receive payment for their annual leave.

### **Cashing out Annual Leave**

- 45.12 Full Time and Part Time Employees, including Fixed Term Employees may cash out up to two weeks' annual leave in any calendar year, by agreement in writing with Northside, provided the Employee has at least four weeks' annual leave remaining after the annual leave is cashed out.
- 45.13 Any period of cashed out annual leave will be paid to the Employee at their Base Rate of Pay plus the annual leave loading provided by clause 45.9.

## **46. Purchased Leave**

- 46.1 Full Time Employees and Part Time Employees, including Fixed Term Employees, may, with the approval of the Chief Executive Officer, purchase up to one weeks additional leave per year. Salary payments will be averaged over the whole year to ensure that a standard rate is received each fortnight. Purchased leave will count as service for all purposes.
- 46.2 When an Employee ceases employment with Northside, the purchased leave credits and payment will be reconciled and payments recovered or refunded as appropriate.

## **47. Personal/Carer's Leave**

- 47.1 Full Time Employees and Part Time Employees, including Fixed Term Employees, accrue personal/carers' leave:

- (a) at the rate of 98.8 hours (13 days) for each 12 months of work for Full Time Employees and at a pro rata rate for Part Time Employees; and
  - (b) progressively during the 12 month period and credited to Employees each fortnight.
- 47.2 Unused personal/carer's leave will accumulate from year to year without limit.
- 47.3 Employees will not:
- (a) accrue any personal/carer's leave during any unauthorised absences or unpaid leave or any period which does not count as service; or
  - (b) be paid for any unused personal/carer's leave entitlement on resignation or termination of employment.

### **Approval of Personal/Carer's Leave**

- 47.4 Northside will, subject to the availability of accrued personal/carer's leave, approve paid personal/carer's leave for an Employee for the following purposes:
- (a) where the Employee is ill or injured and as a result is unable to work; or
  - (b) to provide care or support for an Immediate Family or Household member who requires care or support because of:
    - (i) an illness or injury of an Immediate Family or Household member; or
    - (ii) an unexpected emergency affecting an Immediate Family or Household member.
- 47.5 For the avoidance of doubt, Employees may take personal/carer's leave in relation to affected members of the Employee's Household, in accordance with the Fair Work Act.
- 47.6 For the avoidance of doubt, personal/carers leave will be paid to Employees:
- (a) only for days they would ordinarily work; and
  - (b) at the Employee's Base Rate of Pay for their Ordinary Hours for that day.

### **Evidence requirements**

- 47.7 Medical certificates must be provided by Employees for absences of more than two days due to personal injury or illness, unless Northside waives this requirement.
- 47.8 Northside may require a medical certificate:
- (a) for an absence of a single day before or after a public holiday;
  - (b) for absences of two days due to personal injury or illness; or
  - (c) where it considers this is necessary to verify the reasons for the Employee's absence and subject to the requirement being made known in sufficient time to allow the Employee to obtain a medical certificate.
- 47.9 Where an Employee is unable to provide a required medical certificate for reasons beyond the control of the Employee, the Employee must provide a statutory declaration confirming that the Employee was unfit for work.
- 47.10 Northside may require an Employee to provide appropriate verification of the reasons for seeking personal/carer's leave where it is for a reason other than personal illness or injury as follows:
- (a) where the leave is because of an illness or injury of an Immediate Family or Household member - a medical certificate; or

- (b) where the leave is because of an unexpected emergency affecting an Immediate Family or Household member - a statutory declaration or other form of verification acceptable to Northside.

#### **Notification requirements**

47.11 An Employee must notify their supervisor of their absence and intention to apply for personal/carer's leave as soon as practicable and before the Employee's scheduled commencement time, where this is practicable.

#### **Substitution of Personal/Carer's Leave**

47.12 An Employee may not take personal/carer's leave while on any form of parental leave.

47.13 Employees on another form of paid leave, other than parental leave, may apply to substitute personal/carer's leave, subject to:

- (a) approval by Northside in accordance with clause 47.4, and
- (b) the Employee providing a medical certificate from a registered health practitioner as verification of the illness or injury.

47.14 For the avoidance of doubt a medical certificate from a registered health practitioner is the only evidence that will be accepted when applying to substitute personal/carer's leave for another form of paid leave.

#### **Unpaid Personal/Carer's Leave**

47.15 Where a Full Time Employee or Part Time Employee, including a Fixed Term Employee, does not have any accrued personal/carer's leave available, the Employee is entitled to a maximum of two days unpaid personal/carer's leave, per occasion, to provide care or support for a member of their Immediate Family or Household who requires care or support because of:

- (a) an illness or injury of an Immediate Family or Household member, or
- (b) an unexpected emergency affecting an Immediate Family or Household member.

47.16 The Employee is required to provide Northside with notice of the requirement to take unpaid personal/carer's leave in accordance with clause 47.15 as soon as practicable.

47.17 Northside may require verification of the reason for taking unpaid personal/carer's leave in accordance with clause 47.10.

### **48. Infectious Disease Leave**

48.1 Full Time Employees and Part Time Employees, including Fixed Term Employees, will be entitled to paid infectious disease leave, on the terms set out in this clause 48, where the Employee:

- (a) contracts an infectious disease specified in clause 48.5;
- (b) the Employee was exposed to that disease while at work; and
- (c) the Employee is not entitled to worker's compensation in relation to the exposure and subsequent infection.

48.2 Northside may, at its sole discretion, grant paid infectious disease leave, on any conditions it sees fit, where the disease:

- (a) is not specified in clause 48.5; and
- (b) was contracted by an Employee through exposure to the disease at work.

48.3 To be eligible for paid infectious disease leave, the Employee must provide:

- (a) a medical certificate stating the disease and the dates for which the Employee will be unfit for work or excluded from the workplace; and
- (b) evidence to Northside's reasonable satisfaction that the Employee contracted the disease through exposure to the disease while at work.

48.4 For the avoidance of doubt, Employees may not take infectious disease leave for Immediate Family or members of the Employee's Household.

48.5 The infectious diseases and corresponding maximum days of paid leave a Full Time Employee is entitled to, in addition to any personal/carer's leave, are set out in the following table:

<b>Infectious Disease</b>	<b>Infectious Disease Leave Entitlement per Incident</b>
Measles	Up to 10 Days
Mumps	Up to 10 Days
Scarlet Fever	Up to 10 Days
Whooping Cough	Up to 10 Days
Chicken Pox	Up to five days
German Measles	Up to five days
Hepatitis A	Up to five days
Impetigo	Up to two days
Ring Worm	Up to two days
Gastro Intestinal Illness	Up to two days
Conjunctivitis	Up to two days
Cold Sores	Up to two days
Influenza	Up to two days
Head Lice	Up to one day
Scabies	Up to one day
Streptococcal Infection	Up to one day
Rheumatic Fever	No limit, paid leave in accordance with medical certificate.
Other Hepatitis	No limit, paid leave in accordance with medical certificate.
Active Tuberculosis	No limit, paid leave in accordance with medical certificate.

48.6 The infectious disease leave entitlements of Part Time Employees will be calculated pro rata to the number of hours the Employee works.



## 49. Compassionate Leave

49.1 Full Time Employees and Part Time Employees, including Fixed Term Employees, are entitled to paid compassionate leave of up to three days for each occasion when an Employee's Immediate Family or Household member:

- (a) is suffering from a life-threatening illness or injury; or
- (b) dies.

49.2 To be eligible for compassionate leave, the Employee may be required to provide:

- (a) verification of the illness, injury and certification from a medical practitioner that the illness or injury poses a serious threat to the person's life; or
- (b) verification of the death.

49.3 For the avoidance of doubt, Employees may take compassionate leave in relation to affected Household members in accordance with the Fair Work Act.

## 50. Parental Leave

50.1 For the purpose of this clause 50 the term "**Child**" includes the natural child, adopted child, foster child, step child or grandchild where the Employee has or will have primary or secondary caring responsibilities.

50.2 The provisions of this clause 50 relating to:

- (a) adoption of a Child only apply where the Child:
  - (i) is, or will be, under 16 as at the day of placement, or expected day of placement of the Child;
  - (ii) has not, or will not have, lived continuously with the Employee for a period of 6 months or more as at the day of placement, or the expected day of placement of the Child; and
  - (iii) is not (otherwise than because of the adoption) a Child of the Employee or the Employee's Partner; and
- (b) foster care of a Child only apply where:
  - (i) is, or will be, under 16 as at the day of placement, or expected day of placement of the Child;
  - (ii) the foster care is long term;
  - (iii) the Child cannot live with their families and require a permanent foster family; and
  - (iv) is not a Child of the Employee or the Employee's Partner.

50.3 Where the provisions of this clause 50 are inconsistent with and less beneficial than the National Employment Standards, the National Employment Standards will prevail.

50.4 Except where stated in this Agreement parental leave must be taken in a single unbroken period.

### Paid Parental Leave

50.5 Full Time Employees and Part Time Employees, including Fixed Term Employees, with at least 12 months of continuous service with Northside, are entitled to six weeks of paid parental leave where:

- (a) the leave is associated with:
  - (i) the birth of a Child of the Employee;
  - (ii) the placement of a Child with the Employee for adoption; or
  - (iii) the placement of a long-term foster Child with the Employee; and
- (b) the Employee has or will have a responsibility for the care of the Child.

50.6 An Employee may elect to take the paid parental leave at half pay over 12 weeks. Where this is the case only the first six weeks will count as service.

50.7 For the avoidance of doubt, Full Time and Part Time Employees will be entitled to six weeks paid parental leave regardless of whether they are the primary or secondary carer of the Child.

### **Unpaid Parental Leave**

50.8 Full Time Employees and Part Time Employees, including Fixed Term Employees, are eligible for unpaid parental leave under this clause where the Employee has at least 12 months of continuous service with Northside.

50.9 Casual Employees are eligible for unpaid parental leave where the Casual Employee has been employed on a regular and systematic basis for a sequence of periods of employment during a period of at least 12 months and the Employee would have a reasonable expectation of continuing employment on a regular or systematic basis but for the birth or adoption of a Child or the taking of leave under this clause.

50.10 Where an Employee is entitled to paid parental leave under clause 50.5 the paid parental leave is included as part of the maximum leave entitlements set out in clause 50.11.

50.11 An Employee is entitled to up to 12 months of unpaid parental leave where:

- (a) the leave is associated with:
  - (i) the birth of a Child of the Employee; or
  - (ii) the placement of a Child with the Employee for adoption; or
  - (iii) the placement of a long-term foster Child with the Employee; and
- (b) the Employee has or will have a responsibility for the care of the Child.

50.12 Where an Employee is planning to adopt a Child, the Employee is entitled to up to two additional days of unpaid parental leave to attend interviews associated with the adoption. This is an exception to the requirement that parental leave be in a single unbroken period.

### **Timing of Parental Leave**

50.13 Where the Employee's Partner will not be taking any form of parental leave:

- (a) if the Employee has or will be giving birth, the parental leave may commence between six weeks before the expected date of birth and the actual date of birth of the Child;
- (b) Northside may require the Employee to provide medical evidence stating that the Employee is fit to continue working within six weeks of the expected date of birth of the Child, otherwise Northside may require the Employee to commence parental leave; and
- (c) the parental leave must commence no later than the date of birth of the Child or the day of placement of the Child in the case of adoptions and fostering, unless the Employee's Partner is not in employment and has a responsibility for the care of the Child, in which

case, the leave may commence at any time during the 12 months following the date of birth or day of placement of the Child.

50.14 Where the Employee is part of a couple and their Partner is also intending to take any form of parental leave:

- (a) if the Employee starts parental leave first, it must be in accordance with the following:
  - (i) where the person has or will be giving birth, the parental leave may commence between six weeks before the expected date of birth and the actual date of birth of the Child;
  - (ii) Northside may require the Employee to provide medical evidence stating that the Employee is fit to continue working within six weeks of the expected date of birth of the Child, otherwise Northside may require the Employee to commence parental leave; and
  - (iii) the parental leave must commence no later than the birth of the Child or the day of placement of the Child in the case of adoptions;

50.15 Where the Employee is taking parental leave in association with an adoption or fostering, the leave may commence up to two weeks before the expected date of placement of the Child.

50.16 An Employee and their Partner, notwithstanding any other provisions in this clause, may take a period of up to 8 weeks of unpaid parental leave at the same time as the Employee's Partner is taking a form of parental leave, subject to the concurrent period commencing on the date of birth or placement of the Child. This is an exception to the requirement that parental leave be in a single unbroken period.

50.17 An Employee and their Partner, notwithstanding any provisions in this clause, may take a period of up to 2 weeks of paid parental leave at the same time as the Employee's Partner is taking a form of parental leave, subject to the concurrent period commencing on the date of birth or placement of the child. This is an exception to the requirement that parental leave be in a single unbroken period.

50.18 An Employee is not entitled to personal/carer's leave or compassionate leave during any period of unpaid parental leave.

50.19 The period of parental leave may be extended or shortened on application by the Employee, subject to maximum limits specified in this clause, as long as the Employee provides Northside with at least 14 days' written notice.

50.20 Where the Employee is taking a period of parental leave and the Child dies, or the Employee ceases to have a responsibility for the Child, Northside may provide the Employee with no less than four weeks' notice that the parental leave is to cease.

50.21 Northside will not unreasonably refuse a request from an Employee returning from a period of parental leave to work on a part time basis until the Child starts school.

50.22 For the avoidance of doubt, nothing in this clause 50 limits the ability for an Employee to request flexible working arrangements under section 65 of the Fair Work Act.

### **Special Maternity Leave**

50.23 An Employee is entitled to additional periods of unpaid leave in the event that the Employee is affected by a pregnancy related illness and is not fit to work, or if the Employee has been pregnant, and that pregnancy has ended within 28 weeks of the expected date of birth, or other than by the birth of a living child.

50.24 Where the Employee makes a request for additional unpaid leave under clause 50.23, the Employee:

- (a) must provide notice to Northside as soon as is practicable before or after the leave has commenced;
- (b) must advise Northside of the expected period of the leave; and
- (c) on the request of Northside, must provide evidence to Northside's reasonable satisfaction to support such an absence, as soon as is practicable before or after the leave has commenced.

## 51. Keeping in Touch Program

51.1 Northside and an Employee who is the primary carer of a Child and absent on parental leave, may agree to the Employee attending work during the parental leave for keeping in touch purposes. Where this occurs:

- (a) the Employee will be paid their normal salary for the time the Employee is at work;
- (b) the work will not affect the Employee's paid parental leave; and
- (c) the work will not extend the maximum period of paid parental leave.

51.2 The maximum number of days that may be agreed for keeping in touch purposes is 10 days in the first 12 months of parental leave and another 10 days if the parental leave is extended for a further 12 months.

51.3 The days which the Employee may attend work for keeping in touch purposes may only commence:

- (a) later than 14 days after the date of birth, or day of placement, of the relevant child, and then only if suggested or requested by the Employee; or
- (b) in any other circumstance, later than 42 days after the date of birth, or placement, of the child.

51.4 For the purposes of this clause 51, **"keeping in touch purposes"** include, but are not limited to:

- (a) participating in planning meetings;
- (b) performing on-the-job training; and
- (c) performing work to become familiar with the workplace or the Employee's role before returning to work.

## 52. Return to Work Guarantee following Parental Leave

52.1 On completion of a period of parental leave, an Employee will be entitled to return to the Employee's pre-parental leave position or, if that position no longer exists, an available position for which the Employee is qualified and suited nearest in status and pay to the pre-parental leave position.

## 53. Long Service Leave

53.1 Subject to clause 53.2, Employees are entitled to long service leave in accordance with the long service leave provisions included in the applicable State or Territory legislation.

53.2 The minimum period of long service leave that may be taken is seven calendar days.

## 54. Community Service Leave

- 54.1 Employees are entitled to community service leave in the following circumstances:
- (a) during any period of jury service;
  - (b) where an Employee engages in voluntary emergency management activity; or
  - (c) for any other activity prescribed in the Fair Work Regulations as being applicable to community service leave.
- 54.2 Where Full Time Employees or Part Time Employees, including Fixed Term Employees, are on community service leave while on jury service, Northside will pay the Employee the difference between payments received for the jury service and the Employee's Base Rate of Pay for the shorter of:
- (a) the duration of the jury service; or
  - (b) ten (10) days.
- 54.3 Where Full Time Employees or Part Time Employees, including Fixed Term Employees, are engaged in voluntary emergency management activities as defined in clause 54.5 or attend Defence Forces Reserve Training, Northside will provide the Employee with unpaid community services leave in accordance with the Fair Work Act.
- 54.4 All community service leave is unpaid except for:
- (a) the payment for jury service in clause 54.2; and
  - (b) community services leave for the purposes of engaging in voluntary emergency management activities or attending Defence Forces Reserve Training at the discretion of the CEO who may approve an Employee request for paid community service leave in their absolute discretion.
- 54.5 For the purposes of this clause 54, an Employee engages in voluntary emergency management activity if:
- (a) the Employee engages in an activity that involves dealing with an emergency or natural disaster;
  - (b) the Employee is engaged in the activity on a voluntary basis (whether or not the Employee directly or indirectly takes or agrees to take an honorarium, gratuity or similar payment wholly or partly for engaging in the activity);
  - (c) the Employee is a member of, or has a member like association with, a recognised emergency management body, as that term is defined in the Fair Work Act; and
  - (d) either:
    - (i) the Employee was requested by or on behalf of the body to engage in the activity; or
    - (ii) no such request was made, but it would be reasonable to expect that, if the circumstances had permitted the making of such a request, it is likely that such a request would have been made.
- 54.6 To be eligible for community service leave, the Employee must give Northside notice of the absence:
- (a) as soon as possible, which may be after the community service leave starts, if it is not practicable to provide prior notice; and

- (b) which includes the period or expected period of absence.
- 54.7 Northside may request that an Employee who has given notice under clause 54.6, provides evidence that they are entitled to community service leave.

## 55. Leave for Blood Donations

- 55.1 Full Time Employees and Part Time Employees, including Fixed Term Employees, are entitled to up to two hours of paid leave for the purpose of donating the Employee's blood, up to four times in a calendar year.

## 56. Family and Domestic Violence Leave

- 56.1 For the purpose of this clause 56, family and domestic violence has the meaning as defined in the section 106B of the Fair Work Act, or any applicable State or Territory legislation as appropriate.
- 56.2 Where an Employee has been experiencing family or domestic violence, the Employee is entitled to up to 10 days of paid family or domestic violence leave in a calendar year, including for the following purposes:
- (a) attending legal proceedings, counselling or appointments with a legal practitioner;
  - (b) relocation or making other safety arrangements;
  - (c) other activities directly associated with the family or domestic violence that are not subject to personal/carer's leave; or
  - (d) for personal illness or injury directly associated with the family or domestic violence where the Employee does not have any paid personal/carer's leave available.
- 56.3 Family and domestic violence leave:
- (a) is available to Employees in full at the start of each 12 month period of the Employee's employment, which for Fixed Term Employees and Casual Employees is deemed to be the start of the Employees first employment with Northside;
  - (b) does not accumulate from year to year; and
  - (c) Casual Employees will be paid the amount they otherwise would have been paid for the time they were scheduled to work by Northside on the day or days that the family and domestic violence leave occurs.
- 56.4 An Employee may take paid family and domestic violence leave as:
- (a) a single continuous ten-day period;
  - (b) separate periods of one or more days each; or
  - (c) any separate periods which Northside and the Employee agree, including periods of less than one day.
- 56.5 An Employee may be required to provide evidence to Northside that supports the Employee's need to take family and domestic violence leave, such as a document provided by the police, a medical practitioner, a court, a legal practitioner or a family violence support service. A signed statutory declaration may also be provided as proof.
- 56.6 To be eligible for family and domestic violence leave, the Employee must give Northside notice of the absence:
- (a) as soon as possible, which may be after the family and domestic violence leave starts, if it is not practicable to provide prior notice; and

- (b) which includes the period or expected period of absence.
- 56.7 Northside may request that an Employee who has given notice under clause 56.6, provides evidence that the family and domestic violence leave is taken in accordance with clause 56.2.
- 56.8 Northside must take steps to ensure information about any notice of evidence provided by an Employee under this clause 56 is treated confidentially as far as is reasonably practicable, however Northside may disclose any such information where:
  - (a) required by law; or
  - (b) it is necessary to protect the life, health, or safety of the Employee or any other person.
- 56.9 For the avoidance of doubt, an Employee is not entitled to family and domestic violence leave if the Employee is the perpetrator of family and domestic violence.

## 57. Study Leave

- 57.1 To encourage employees to develop their skills, Northside may provide support to Full Time, Part Time Employees and Fixed Term Employees who undertake relevant external studies at recognised and accredited institutions, which the Employer may approve depending on business requirements and in accordance with any Policy in place from time to time.
- 57.2 A Full Time employee who has completed 12 months continuous service, may apply for up to a maximum of 38 hours paid study leave per year of service, pro rata for Part Time Employees, by submitting a request to their supervisor.
- 57.3 Unused study leave, or study leave not applied for, may not be carried over to subsequent years.
- 57.4 Leave approved under this clause 57.2 will count as service for all purposes and will not be deemed to break the continuity of the Employee's service.
- 57.5 Study leave will be paid at the employee's Base Rate of Pay for their Ordinary Hours for the day study leave is taking.

## 58. First Nations Leave

- 58.1 If you are legitimately required by Indigenous tradition to be absent from work for Aboriginal or Torres Strait Islander ceremonial purposes, may apply for up to five (5) days of paid First Nations leave and five (5) days of unpaid First Nations leave in any one calendar year, which Northside may approve depending on business requirements.
- 58.2 Northside may request that you provide reasonable evidence of the legitimate need for you to take time off before approving any request for leave.
- 58.3 First Nations leave may be taken as a whole or part day off.
- 58.4 Leave approved under this clause 58 will count as service for all purposes and will not be deemed to break the continuity of the Employee's service.

## 59. Cultural Leave

- 59.1 An Employee may apply for up to ten (10) days of unpaid leave in each calendar year to attend days which are of religious or cultural significance to the Employee which the Northside may approve depending on business requirements.
- 59.2 Northside may request that you provide reasonable evidence of the legitimate need for you to take time off before approving any request for leave.

59.3 Leave approved under this clause 59 will count as service for all purposes and will not be deemed to break the continuity of the Employee's service.

## 60. Holiday Shutdown

60.1 Full Time and Part Time Employees will receive up to three days each year additional paid leave which must be taken during the Christmas and New Year period between 25 December and 1 January, on days the Employee would otherwise have normally worked.

60.2 If the Employee, with the express consent of Northside, works on any weekday between 27 December and 31 December, the Employee will be entitled to one hour for one hour time off in lieu for any hours worked.

60.3 This additional paid leave will not accrue from year to year and is paid at the rate the Employee would have ordinarily been paid for that day/shift and such leave does not attract annual leave loading.

## 61. Other Leave

61.1 Northside, at its sole discretion, may approve paid or unpaid other leave for any reason considered by Northside to be appropriate and subject to any conditions which may be set by Northside.

61.2 Unpaid other leave may or may not count as service as determined by Northside at its sole discretion.

## 62. Public Holidays

62.1 The following days will be treated as public holidays under this Agreement:

- (a) New Year's Day – 1 January;
- (b) Australia Day – 26 January;
- (c) Canberra Day
- (d) Anzac Day – 25 April;
- (e) Good Friday;
- (f) Easter Monday;
- (g) Reconciliation Day
- (h) the Queen's birthday holiday (on the day on which it is celebrated in a State or Territory or a region of a State or Territory);
- (i) Labour Day
- (j) Christmas Day – 25 December;
- (k) Boxing Day – 26 December; and
- (l) any other day declared to be a public holiday, including a substitute public holiday, by or under the law of the State or Territory where the Employee is usually scheduled to work.

62.2 Where a substitute public holiday is declared by or under a law of the State or Territory where the Employee is usually scheduled to work, that day will replace the public holiday that would otherwise apply.



- 62.3 For the avoidance of doubt, for the purpose of this clause 62 an Employee is entitled to a public holiday if they are ordinarily scheduled to work on a day where the public holidays falls in the relevant State or Territory.
- 62.4 Northside may, at its sole discretion, agree:
- (a) to an Employee's request to arrange a public holiday swap, subject to any shut down period of Northside, to enable the Employee to have paid time off on a day of cultural or religious importance to the Employee; and
  - (b) the Employee will work on an agreed nominated public holiday, subject to any shut down period of Northside, and be paid as though that day is not a public holiday and will have another working day off with full pay.
- 62.5 An Employee who would normally have been required to work on the day on which a public holiday falls and who is not required to work, will be paid the same as if the Employee had worked on that day.
- 62.6 Employees requested to work on a public holiday may refuse to work on the public holiday if the Employee(s) has reasonable grounds for refusing to work. Northside will determine in its sole discretion whether the refusal to work is reasonable by considering the following factors:
- (a) the nature of the work performed;
  - (b) whether employment is full-time, part-time, casual or shift work;
  - (c) the nature of the workplace, including its operational requirements;
  - (d) the Employee's reasons for refusing the request to work;
  - (e) personal circumstances, including family responsibilities;
  - (f) whether usual employment conditions and agreed hours of work contemplates that Northside as the employer, might require the Employee work on public holidays;
  - (g) whether the Employee has acknowledged or could reasonably expect that Northside may require the Employee to work on public holidays;
  - (h) the amount of notice given to the Employee when requested to work on a public holiday;
  - (i) the amount of notice provided by the Employee when refusing a request to work on a public holiday;
  - (j) whether an emergency or unforeseen circumstances are involved; and
  - (k) any other relevant factors.
- 62.7 If Northside determines the refusal to work is reasonable, the Employee will not work but will be paid the same as if the Employee had worked on that day.

### 63. Unauthorised absences

- 63.1 Where an Employee is absent from duty without approval and without reasonable cause (for example, due to unforeseeable, exceptional or emergency circumstances of the Employee):
- (a) it will be regarded as a breach of the Code of Conduct and disciplinary action may be taken as a result of the breach;
  - (b) the absence will be without pay and will not count as service for any purpose; and

- (c) all other benefits provided under this Agreement will cease to be available to the Employee until the Employee resumes duty or is granted leave.

## PART H. REDUNDANCY

### 64. General

- 64.1 This PART H only applies to Full Time Employees and Part Time Employees who have completed their Probationary Period, but excludes Fixed Term Employees and Apprentices.
- 64.2 Subject to the provisions of this PART H, an Employee is entitled to redundancy pay where an Employee is terminated by Northside because it no longer requires the job done by the Employee to be done by anyone, except where this is due to the ordinary and customary turnover of labour.

### 65. Redeployment

- 65.1 Northside will make reasonable efforts to redeploy Employees whose position may be made redundant.
- 65.2 Northside may redeploy an Employee to a position at a lower level where this is agreed by the Employee. Where this occurs, the Employee will be paid at their previous Base Rate of Pay for the period that is equivalent to the number of weeks of redundancy pay that they would have been entitled to if their position is made redundant.

### 66. Transfer of Employment

- 66.1 Where there is a transfer of employment in relation to an Employee and section 22(5) of the Fair Work Act applies to that transfer, the Employee is not entitled to any redundancy pay due to the termination of their employment by Northside.
- 66.2 An Employee is not entitled to redundancy pay in relation to the termination of their employment if:
  - (a) the Employee rejects an offer of employment by another employer (the second employer) that:
    - (i) is on terms and conditions substantially similar to, and, considered on an overall basis, no less favourable than, the Employee's terms and conditions of employment with Northside immediately before the termination; and
    - (ii) recognises the Employee's service with Northside; and
  - (b) had the Employee accepted the offer, there would have been a transfer of employment in relation to the Employee, subject to any order by the Fair Work Commission to pay the Employee redundancy pay where it is satisfied that the Employee was treated unfairly.

### 67. Redundancy Payments and Notice

- 67.1 Where an Employee is not able to be redeployed and the Employee is terminated on the grounds of redundancy, the Employee is entitled to the following redundancy payments:

<b>Employee's period of continuous service with the employer on termination</b>	<b>Redundancy pay period</b>
Less than 1 year	Nil
At least 1 year but less than 2 years	4 weeks

<b>Employee's period of continuous service with the employer on termination</b>	<b>Redundancy pay period</b>
At least 2 years but less than 3 years	6 weeks
At least 3 years but less than 4 years	7 weeks
At least 4 years but less than 5 years	8 weeks
At least 5 years but less than 6 years	10 weeks
At least 6 years but less than 7 years	11 weeks
At least 7 years but less than 8 years	13 weeks
At least 8 years but less than 9 years	14 weeks
At least 9 years	16 weeks
At least 10 years	12 weeks

- 67.2 An Employee whose position is made redundant will also be provided the notice of termination of employment required by clause 71 and may be paid in lieu of all or part of that notice.
- 67.3 An Employee is entitled to finish their employment with Northside during the notice period. Where this occurs, the Employee will not be paid for the part of the notice period that was not worked, but their redundancy payments and other termination payments will be calculated as though the Employee worked for the entire notice period.
- 67.4 For the purposes of this clause, “weeks’ pay” is calculated based on the Employee’s Base Rate of Pay and Ordinary Hours.

## 68. Job Search Entitlement

- 68.1 Where Northside provides an Employee with notice of termination on the grounds of redundancy, the Employee is entitled to up to one day paid leave for each week of the notice period for the purpose of seeking alternative employment.
- 68.2 Northside may require the Employee to provide evidence of their job search activities on any paid leave under clause 68.1 and where the Employee does not provide such evidence, Northside may withhold payment for that absence.

## PART I. TERMINATION OF EMPLOYMENT

### 69. Termination for serious misconduct

- 69.1 Nothing in this Agreement prevents Northside from terminating the employment of an Employee for serious misconduct, without notice or payment in lieu, in accordance with the Fair Work Act.

### 70. Termination payments

- 70.1 Within 7 days of an Employee ceasing employment with Northside, the Employee will receive:
- payment in lieu of unused annual leave entitlements and any long service leave entitlements as specified in the applicable legislation, based on the Employee’s final Base Rate of Pay including any allowances that would have continued to be payable during a period of annual leave or long service leave;
  - payment in lieu of notice in accordance with clause 71 if applicable; and
  - all other amounts that are due to the Employee under the NES.

70.2 The requirement to make payments in clause 70.1 is subject to a further order of the Fair Work Commission and Northside making deductions required or permitted by law.

## 71. Notice of Termination

71.1 Clause 71 does not apply to Fixed Term Employees engaged for a specified time, or to complete a specified task, when their employment ceases at the end of such specified period or specified task.

71.2 Northside will, subject to clause 69.1, provide Employees (excluding Casual Employees and Early Childhood Teachers) with the following notice of termination of employment:

- (a) not more than one year's service – one week;
- (b) more than one year and not more than three years' service – two weeks;
- (c) more than three years and not more than five years' service – three weeks; or
- (d) more than five years' service – four weeks' notice,

with the notice period to be increased by one week where the Employee is over 45 years of age and has at least two years of continuous service.

71.3 Northside will, subject to clause 69.1, provide Early Childhood Teachers with four weeks' notice of termination of employment, with the notice period to be increased by one week where the Employee is over 45 years of age and has at least two years of continuous service.

71.4 Northside may pay the Employee in lieu of all or part of the notice period.

71.5 Employees (excluding Casual Employees) are required to provide the same notice of resignation as set out in clause 71.2 or clause 71.3 (as applicable), other than the additional week for Employees who are over 45 years of age.

71.6 If an Employee fails to give the required notice, Northside will have the right to withhold monies due to the Employee with a maximum amount equal to the Employee's Base Rate of Pay for the required period of notice.

## 72. Abandonment of Employment

72.1 If an Employee is absent from work without notice for more than three (3) consecutive working days or three (3) consecutive rostered days, the Employee will be considered to have abandoned their employment which may result in termination of their employment in accordance with clause 71.

## 73. Job Search Entitlement

73.1 Where Northside provides an Employee with a notice of termination, which for the avoidance of doubt excludes termination for serious misconduct, the Employee is entitled to up to one day paid leave for each week of the notice period in order to look for another job.

73.2 Northside may require the Employee to provide evidence of their job search activities on any paid leave under clause 73.1 and where the Employee does not provide such evidence, Northside may withhold payment for that absence.

## APPENDIX 1 – PAY RATES

### A. Children’s Services Employees

Classification	Applicable Award Rate	Hourly Base Rate of Pay <i>(Payable on the first full pay period ending on or after 1 July 2022)</i>
<b>Children’s Services Support Employee</b>		
Level 1.1	\$21.85	\$24.04
Level 2.1	\$22.64	\$24.90
Level 2.2	\$23.39	\$25.73
Level 3.1	\$24.76	\$27.24
<b>Children's Services Employees</b>		
<b>Level 1</b>		
Level 1.1	\$21.85	\$24.04
<b>Level 2</b>		
Level 2.1	\$22.64	\$24.90
Level 2.2	\$23.39	\$25.73
<b>Level 3</b>		
Level 3.1	\$24.76	\$27.24
Level 3.2	\$25.61	\$28.17
Level 3.3	\$26.42	\$29.06
Level 3.4	\$27.88	\$30.67
<b>Level 4</b>		
Level 4.1	\$29.17	\$32.09
Level 4.2	\$29.61	\$32.57
Level 4.3	\$30.05	\$33.06
<b>Level 5</b>		
Level 5.1	\$30.50	\$33.55
Level 5.2	\$30.94	\$34.03
Level 5.3	\$31.38	\$34.52
Level 5.4	\$31.49	\$34.64
<b>Level 6</b>		
Level 6.1	\$35.17	\$38.69
Level 6.2	\$35.61	\$39.17
Level 6.3	\$36.04	\$39.64
Level 6.4	\$37.39	\$41.13
Level 6.5	\$37.73	\$41.50
Level 6.6	\$38.19	\$42.01
Level 6.7	\$38.64	\$42.50

Level 6.8	\$39.08	\$42.99
Level 6.9	\$39.52	\$43.47

**B. Early Childhood Teachers**

<b>Classification</b>	<b>Applicable Award Rate</b>	<b>Hourly Base Rate of Pay</b> <i>(Payable on the first full pay period ending on or after 1 July 2022)</i>
Level 1	\$33.48	\$36.83
Level 2	\$36.60	\$40.26
Level 3	\$39.84	\$43.82
Level 4	\$43.09	\$47.40
Level 5	\$46.33	\$50.96

**C. Community Services Employees**

<b>Classification</b>	<b>Applicable Award Rate</b>	<b>Hourly Base Rate of Pay</b> <i>(Payable on the first full pay period ending on or after 1 July 2022)</i>
<b>Level 1</b>		
Level 1 - pay point 1	\$23.16	\$23.16
Level 1 - pay point 2	\$23.91	\$23.91
Level 1 - pay point 3	\$24.76	\$24.76
<b>Level 2</b>		
Level 2 - pay point 1	\$30.46	\$30.46
Level 2 - pay point 2	\$31.41	\$31.41
Level 2 - pay point 3	\$32.37	\$32.37
Level 2 - pay point 4	\$33.23	\$33.23
<b>Level 3</b>		
Level 3 - pay point 1	\$34.04	\$34.04
Level 3 - pay point 2	\$35.02	\$35.02
Level 3 - pay point 3	\$35.77	\$35.77
Level 3 - pay point 4	\$36.50	\$36.50
<b>Level 4</b>		
Level 4 - pay point 1	\$39.26	\$39.26
Level 4 - pay point 2	\$40.29	\$40.29
Level 4 - pay point 3	\$41.32	\$41.32
Level 4 - pay point 4	\$42.25	\$42.25
<b>Level 5</b>		
Level 5 - pay point 1	\$44.92	\$44.92

Level 5 - pay point 2	\$45.88	\$45.88
Level 5 - pay point 3	\$46.95	\$46.95
<b>Level 6</b>		
Level 6 - pay point 1	\$49.07	\$49.07
Level 6 - pay point 2	\$50.15	\$50.15
Level 6 - pay point 3	\$51.24	\$51.24
<b>Level 7</b>		
Level 7 - pay point 1	\$53.07	\$53.07
Level 7 - pay point 2	\$54.19	\$54.19
Level 7 - pay point 3	\$55.29	\$55.29
<b>Level 8</b>		
Level 8 - pay point 1	\$57.58	\$57.58
Level 8 - pay point 2	\$58.71	\$58.71
Level 8 - pay point 3	\$59.85	\$59.85

#### D. Home Care Employees

<b>Classification</b>	<b>Applicable Award Rate</b>	<b>Hourly Base Rate of Pay</b> <i>(Payable on the first full pay period ending on or after 1 July 2022)</i>
Level 1 - pay point 1	\$22.94	\$25.23
Level 2 - pay point 1	\$24.26	\$26.69
Level 2 - pay point 2	\$24.43	\$26.87
Level 3 - pay point 1	\$24.76	\$27.24
Level 3 - pay point 2	\$25.52	\$28.07
Level 4 - pay point 1	\$27.01	\$29.71
Level 4 - pay point 2	\$27.55	\$30.31
Level 5 - pay point 1	\$28.96	\$31.86
Level 5 - pay point 2	\$30.11	\$33.12

## APPENDIX 2 – CLASSIFICATIONS

### Children’s Services Employees Classifications

#### Cook

This is an Employee who is primarily engaged in the preparation of meals for children in early learning centres.

#### Assistant Educator

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

#### Educator

An Employee classified as an Educator is responsible for the care of a group of children in an Early Learning Centre or an Outside School Hours Care Program as well as the delivery of educational programs to the children. Employees classified as an educator are expected to hold an AQF Certificate III in Children’s Services or equivalent.

#### Diploma Qualified Educator

An Employee classified as an Educator is responsible for the care of a group of children in an Early Learning Centre or an Outside School Hours Care Program as well as the delivery of educational programs to the children. Employees classified as an educator are expected to hold an AQF Diploma in Children’s Services or equivalent.

#### Centre Director

A Centre Director has overall responsibility for the operation and performance of an Early Learning Centre.

### Early Childhood Teachers Classifications

#### Early Childhood Teacher

An Early Childhood Teacher is an Employee who is a qualified teacher working in an Early Learning Centre. The following will be applied in determining the correct step for an Employee classified as an Early Childhood Teacher:

- the following count as service as an Early Childhood Teacher for the purpose of determining the correct step on commencement of employment with Northside:
  - teaching service in preschools, kindergartens, multi-purpose centres, early intervention centres, long day care centres and similar services;
  - teaching experience of children from four to eight years (or in the infants’ department) of a school registered or accredited under the relevant authority in each state or territory;



- service as a lecturer in early childhood education or child development, as a child development officer or equivalent; and
- service as a diploma qualified childcare worker, at the rate of one year for every three years of service up to a maximum of four years; and
- service as a part time or casual teacher will accrue on a pro rata basis;
- Employees may be required to provide evidence of experience;
- Early Childhood Teachers will be classified according to the following classification criteria upon commencement:

<b>Classification</b>	<b>Criteria</b>
Level 1, Early Childhood Teacher	Graduate Teacher and all other Teachers including those holding provisional or conditional accreditation/registration
Level 2, Early Childhood Teacher	Teacher who is a Proficient Teacher
Level 3, Early Childhood Teacher	Teacher who is a Proficient Teacher with 3 years Teaching Service at Level 2
Level 4, Early Childhood Teacher	Teacher who is a Proficient Teacher with 3 years Teaching Service at Level 3
Level 5, Early Childhood Teacher	Teacher who is a Highly Accomplished / Lead Teacher

- Notwithstanding any term of this Agreement, Returning Teachers will dealt with as per the Educational Services (Teachers) Award 2020.
- Employees will progress through the classification levels in accordance with clause 27.

## Community Services Employees Classifications

Refer to the Social, Community, Home Care and Disability Services Industry Award 2010 (SCHADS Award).

## Home Care Employees Classifications

### Home Support & Transport Worker

A Home Support & Transport Worker provides direct client care and services to promote skills development, enhance independence and quality of life for people who are frail aged, have a disability, and their carers. Services provided range from personal care, domestic assistant, social support and transport. The following will be applied in determining the correct level for an Employee classified as a Home Support & Transport Worker.

- Level 1

An employee in this level will have commenced on-the-job training which may include an induction course but have less than 12 months' experience in the industry. An employee will use a range of basic skills in the provision of domestic assistance and support and will be responsible for their quality of work.

- **Level 2**  
An employee in this level will have satisfied the requirements of level 1 or equivalent. Qualifications required in this level include Home Care Certificate or equivalent or relevant experience. Broad tasks include that covered in level 1, as well as personal care duties with scope to exercise discretion in the application of established practices and procedures.
- **Level 3**  
Qualifications required in this level may include Certificate 3 relevant to the position and/or knowledge and skills gained through on-the-job training. Broad tasks may include that covered in Level 1 and 2 as well as maintaining records, invoices and correspondence; liaising with dieticians and providing input into meal planning; co-ordinating and directing the work of support staff; carrying out general maintenance falling within the scope of trades skills.
- **Level 4**  
An employee in this level will have satisfied the requirements of level 3 or equivalent and have extensive relevant experience. Employees will be required to direct and train direct care employees. Employees in this level will implement quality control measures and are expected to exercise discretion within standard practices and processes.
- **Level 5**  
An employee in this level will generally hold a degree or diploma with little or no relevant work experience, or lesser level qualifications with relevant work skills and experience which satisfy the requirements of work in this level. An employee in this level may co-ordinate resources, provide support to senior employees or be engaged in duties of a specialist nature. Employees in this level are responsible for the quality, effectiveness, cost and timeliness of the programs, projects or work plans under their control.

## APPENDIX 3 – LINK TO AWARD CLASSIFICATIONS

### Children’s Services Employees Classifications

Position	Modern Award	Modern Award Classification
Cook	Children’s Services Award 2010	CSE Support Worker Level 2
Assistant Educator	Children’s Services Award 2010	CSE Level 1 – 2
Educator	Children’s Services Award 2010	CSE Level 3.1 – 3.3
Diploma Qualified Educator	Children’s Services Award 2010	CSE Level 3.4
Lead Educators	Children’s Services Award 2010	CSE Level 4

### Early Childhood Teachers Classifications

Position	Modern Award	Modern Award Classification
Early Childhood Teacher Steps 1 – 5	Educational Services (Teachers) Award 2020	ESE Levels 1 to 12

### Community Services Employees Classifications

Refer to the Social, Community, Home Care and Disability Services Industry Award 2010 (SCHADS Award).

### Home Care Employees Classifications

Position	Modern Award	Modern Award Classification
Home Care Employees Level 1 - 5	SCHADS Award	HCE Level 1 - 5



## APPENDIX 4 – DEFINITIONS

Term	Definition
Annualised Employee	Means a full-time Employee paid on an annualised salary.
Apprentice	Means a person employed by Northside in accordance with clause 20.
APST	Means the Australian Professional Standards for Teachers established by the Australian Institute for Teaching and School Leadership
Base Rate of Pay	Means an Employee's salary, or hourly rate of pay as applicable, without overtime, penalties, or other allowances.
Broken Shift	Means a shift worked by an Employee that includes one or more breaks (other than a meal break) and where the span of hours is not more than 12 hours.
Casual Employee	Means a person employed by Northside in accordance with clause 18.1.
Chief Executive Officer	Means the person appointed as the Chief Executive Officer of Northside, but excludes people temporarily acting in the role of Chief Executive Officer from time to time.
Children's Services Award	Means the <i>Children's Services Award 2010</i> .
Code of Conduct	Means the Northside Code of Conduct and other associated policies of Northside from time to time.
Educational Services (Teachers) Award	Means the <i>Educational Services (Teachers) Award 2020</i> .
Early Childhood Teacher	Means an Employee classified as an Early Childhood Teacher under Appendix 2.
Children's Services Employees	Means an Employee classified as a Children's Services Employee under Appendix 2 and includes Children's Services Support Employees.
Children's Services Support Employees	Means an Employee classified as a Children's Services Support Employee under Appendix 2.
Home Care Employees	Means an Employee classified as a Home Care Employee under Appendix 2.
Community Services Employees	Means an Employee classified as a Community Services Employee under Appendix 2.
Employee	Means an employee of Northside who is covered by this Agreement as specified in clause 3.1 of this Agreement, and for the avoidance of doubt includes all Full Time Employees, Part Time Employees, Casual Employees, and Fixed Term Employees.

Fair Work Act	The <i>Fair Work Act 2009</i> and the <i>Fair Work (Transitional Provisions and Consequential Amendments) Act 2009</i> , and their successors and any regulations associated with those Acts.
Fixed Term Employee	Means a person employed by Northside in accordance with clause 17.
Full Time Employee	Means a person employed by Northside in accordance with clause 14.
High Income Threshold	Has the same meaning as that term in the Fair Work Act.
Immediate Family	Means an Employee's Partner and a child, grandchild, parent, grandparent or sibling of the Employee or their Partner.
Highly Accomplished / Lead Teacher	Means an Early Childhood Teachers who: <ul style="list-style-type: none"> <li>(a) meets the requirements of the APST applicable to a Highly Accomplished/Lead Teacher; and</li> <li>(b) holds the relevant State or Territory accreditation required by a regulatory body to perform the role in that State or Territory (if any).</li> </ul> <p>Note: At the date of this Agreement there is no accreditation requirement for early childhood teachers in the Australian Capital Territory.</p>
Household	A group of two or more related or unrelated people who usually reside in the same dwelling, who regard themselves as a household and who make common provision for food or other essentials for living.
Modern Award	Has the same meaning as in the Fair Work Act.
NES or National Employment Standards	Means the National Employment Standards as contained in clauses 59 to 131 of the Fair Work Act.
Ordinary Hours	Means the number of hours an employee would usually work during a specific day, week or fortnight period (e.g. a Full Time Employee's ordinary hours of work may be an average of 38 hours per week) within the span of hours set out at clause 21.1.
Parties	Means parties to this Agreement, and Party has a corresponding meaning.
Part Time Employee	Means a person employed by Northside in accordance with clause 16.
Partner	The spouse (including a former spouse) of an Employee or a person who lives in a bona fide domestic relationship with the Employee and includes same sex relationships.

Probationary Period	Means a period of six months continuous service by the Employee from commencement of their employment with Northside.
Proficient Teacher	Means an Early Childhood Teachers who: <ul style="list-style-type: none"> <li>(a) meets the requirements of the APST applicable to a proficient teacher; and</li> <li>(b) holds the relevant State or Territory accreditation required by a regulatory body to perform the role in that State or Territory (if any).</li> </ul> <p>Note: At the date of this Agreement there is no accreditation requirement for early childhood teachers in the Australian Capital Territory.</p>
Returning Teacher	Means a Teacher with at least 2 years Teaching Service who is returning to teaching following a break of Teaching Service where they have not obtained or maintained a status of a Proficient Teacher or Highly Accomplished /Lead Teacher during that time.
Shiftworker	In relation to an Employee, has the same meaning as “shiftworker” is defined in the relevant Modern Award.
SCHADS Award	Means the <i>Social, Community, Home Care and Disability Services Award 2010</i> .
Teacher	Means a person employed as such by a school, children’s service or early childhood education service and who performs duties which include delivering an educational program, assessing student participation in an education program, administering an education program and performing other duties incidental to the delivery of the education program. For the avoidance of doubt, teacher includes a teacher in a senior leadership position, but not a principal or deputy principal.
Teaching Service	Means the total period a person has been employed as a teacher by any employer in the school education industry or the children’s services and early childhood education industry, but does not include employment as a teacher in a TAFE program (unless the teacher is employed to teach a Vocational and Educational Training (VET) program) or in an English Language School. <p>For the avoidance of doubt, the following will count as service:</p> <ul style="list-style-type: none"> <li>(a) teaching experience in preschools, kindergartens, multi-purpose centres, early intervention services, long day care centre and other similar services;</li> <li>(b) teaching experience of children from 4 to 8 years (or in the infants department) of a school registered and/or accredited under the relevant authority in each state or territory;</li> </ul>

	<p>(c) service as a lecturer in early childhood education or child development, as a child development officer or equivalent; and</p> <p>(d) service as a diploma qualified childcare worker, at the rate of one year for every 3 years' service up to a maximum of 4 years.</p> <p>For Casual Employees, the equivalent of a full-time year of teaching service is 200 full casual days in Australian schools.</p>
Northside	Northside Community Services Limited (ACN 147 718 143).
Union	Means an employee organisation that is entitled to represent the industrial interests of one or more Employees in relation to work performed under this Agreement.



**SIGNATURE PAGE**

**Northside**

Signed for Northside by ANNA WHITTY

(full name of signatory)

Address of signatory 2 ROSEVEAR PLACE  
DICKSON, 2602, ACT

Position in Northside CEO

The basis on which the signatory is authorised to sign on behalf of Northside:

CEO

Signature: anna whitty

Date: 30/9/2022

**Employee bargaining representative**

LAURA KESBY

(full name of signatory)

Address of signatory 2 ROSEVEAR PLACE  
DICKSON, ACT, 2602

The basis on which the signatory is authorised to sign as a bargaining representative:

EMPLOYEE REPRESENTATIVE

Signature: Laura Kesby

Date: 30/9/2022

## SIGNATURE PAGE

### Northside

Signed for Northside by \_\_\_\_\_

(full name of signatory)

Address of signatory \_\_\_\_\_  
\_\_\_\_\_

Position in Northside \_\_\_\_\_

The basis on which the signatory is authorised to sign on behalf of Northside:

\_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_ / \_\_\_\_\_ / 20 \_\_\_\_\_

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### Employee bargaining representative

\_\_\_\_\_ Sam Roberts \_\_\_\_\_

(full name of signatory)

Address of signatory \_\_\_\_\_

833 Bourke Street, Docklands Vic 3008  
\_\_\_\_\_

The basis on which the signatory is authorised to sign as a bargaining representative:

\_\_\_\_\_ Director - United Workers Union \_\_\_\_\_

Signature: \_\_\_\_\_



Date: \_\_\_\_\_ / \_\_\_\_\_ / 2022

IN THE FAIR WORK COMMISSION

FWC Matter No.:

AG2022/4175 - Application for approval of the Northside Community Service Enterprise Agreement 2022

Applicant:

Northside Community Service Limited (ACN 147 718 143)

**Section 185 – Application for approval of a single enterprise agreement**

**Undertaking – Section 190**

I, Nishchay Mohan, Director of Human Resources for Northside Community Service Limited (ACN 147 718 143) (**Northside**) have the authority given to me by Northside to give the following undertakings with respect to the Northside Community Service Enterprise Agreement 2022 (**Agreement**):

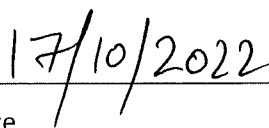
1. Notwithstanding clause 22.2(a) of the Agreement, Northside undertakes to pay casual Early Childhood Teachers for a minimum of:
  - (a) two hours, when required to work up to two hours;
  - (b) four hours, when required to work more than two hours and up to four hours; and
  - (c) a full day, being 7.6 hours, when required to work more than four hours,based on their appropriate hourly rate.
2. Notwithstanding clause 18 of the Agreement, Northside undertakes to only engage an Early Childhood Teacher as a Casual Employee for a total maximum of 10 consecutive weeks, and only with prior mutual agreement to such engagement.
3. Notwithstanding clause 17, Northside undertakes to not engage an Early Childhood Teacher as a Fixed Term Employee for a period less than four weeks.

These undertakings:

- (a) are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission; and
- (b) remain subject to the minimum requirements of the National Employment Standards, and any individual flexibility arrangements between an employee and Northside.



Signature Nishchay Mohan



Date