

**NextSense Employees'  
Enterprise Agreement 2021 – 2023**

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# PART 1 – Application and Operation

## 1.1. Title

This enterprise agreement will be known as the NextSense Employees' Enterprise Agreement 2021 – 2023 ('the Agreement').

## 1.2. Date of Operation

This Agreement will commence seven (7) days after the date on which it is approved by the Fair Work Commission.

This Agreement will have a nominal expiry term of three (3) years. In the absence of a replacement Agreement, or the termination of this Agreement, the Agreement will continue to operate after the nominal expiry date in accordance with the Act.

## 1.3. Parties Bound

Subject to clause 1.5, this Agreement shall apply to NextSense, trademark of Royal Institute for Deaf and Blind Children (ABN 53 443 272 865), and its Employees who are engaged in performing work in the Classifications as set out in Schedule A of this Agreement and the Unions.

## 1.4. Definitions

For the purpose of this Agreement:

- a. **Academic/Research Stream** means the classification structure outlined in Schedule A.6 and applying to an Employee appointed as an academic or a researcher at NextSense.
- b. **Act** means the *Fair Work Act 2009* (Cth).
- c. **Agreement** means NextSense Employees' Enterprise Agreement 2021 – 2023.
- d. **Casual Employee** means an Employee who is offered and accepts employment without a firm advanced commitment to continuing and indefinite work compensated on an hourly basis and entitled to a casual loading.
- e. **Close-down Period** means a temporary close down period of no less than two (2) weeks, exclusive of public holidays, specified by the Employer for part or the whole of the business during the Christmas/New Year period.
- f. **Commencement Date of this Agreement** means the date seven (7) days after the date on which this Agreement is approved by the Fair Work Commission.
- g. **Day** means a calendar day unless otherwise specified.

- h. **Direct Line Manager** means the Manager to whom the Employee reports.
- i. **Early Childhood Stream** means the classification structure outlined in Schedule A.5 and applying to an Employee employed to undertake various support and teaching functions in a NextSense Pre-school or Kindergarten and its related programs that is not otherwise excluded from the coverage of this Agreement as outlined in clause 1.5.
- j. **Employee** means an employee of NextSense and whose employment is governed by the terms and conditions contained in this Agreement at the time of the approval of this Agreement and any employee who accepts employment with NextSense following the approval of the Agreement.
- k. **Employer** means Royal Institute for Deaf and Blind Children (ABN 53 443 272 865). Any reference to NextSense is intended to be taken as a reference to the Employer.
- l. **Executive Stream** means the classification structure outlined in Schedule A.7 and applying to an Employee appointed to the Senior Leadership Team at NextSense.
- m. **Full-time Employee** means any Employee, other than a Casual or Part-time Employee, who is employed to work thirty-eight (38) hours per week or as otherwise prescribed in clause 2.2 of this Agreement.
- n. **Industrial Instrument** means, any current, past or future iterations of the *Health Professionals and Support Services Award 2020*; *Social, Community, Home Care and Disability Services Industry Award 2010*; *Children's Services Award 2010*; *Educational Services (Teachers) Award 2020*; *Professional Employees Award 2020*; and the identified iterations of the *RIDBC Therapy and Early Childhood Employees Agreement 2017 – 2020*; *RIDBC (Teleschool Employees) Enterprise Agreement 2016 – 2018*; *The University of Sydney Enterprise Agreement 2013-2017*; and *Victorian Early Childhood Teachers and Educators Agreement 2016* (VECTEA).
- o. **Intervention and Allied Health Professionals** includes:
  - i. a person who falls within Schedule B of the *Health Professionals and Support Services Award 2020*, as amended from time to time; or
  - ii. a person, who has been deemed by NextSense to hold relevant qualifications for the purposes of delivering intervention services, for example, Master of Disability Services, Master of Learning Intervention, Master of Special and Inclusive Education, or equivalent; and
  - iii. the person is not employed to deliver educational services within a NextSense School and/or Pre-school or Kindergarten.
- p. **Intervention and Allied Health Stream** means the classification structure outlined in Schedule A.1 and applying to an Employee who is employed to

undertake various administrative, technical and clinical functions in support of NextSense programs and services.

- q. **Minimum Period of Engagement** means a period of three (3) hours for a casual employee or Part-Time Employee employed by NextSense.
- r. **Modern Award** means, any current, past or future iterations of *Health Professionals and Support Services Award 2020*, *Social, Community, Home Care and Disability Services Industry Award 2010*, *Educational Services (Teachers) Award 2020*, *Children's Services Award 2010*, and *Professional Employees Award 2020*.
- s. **National Employment Standards (NES)** means the minimum employment standards set out in Part 2-2 of the Act.
- t. **Nominated Supervisor** means an Employee who is appointed as a Nominated Supervisor or Director under the *Education and Care Services National Regulations 2011* (NSW) or its replacement, that is, as the person who is authorised under the *Education and Care Services National Law 2010* (NSW) to have the overall supervision of the provision of the childcare service to which it relates.
- u. **Ordinary Hourly Rate** means 1/38<sup>th</sup> of the ordinary weekly rata for full time employees.
- v. **Part-time Employee** means an Employee who works a constant number of hours each week which is less than thirty-eight (38) hours per week or as otherwise prescribed in clause 2.3 of this Agreement.
- w. **Qualifying Period** means the six (6) month period from commencement of an Employee's employment with NextSense.
- x. **Regular Casual Employee** means a casual Employee of NextSense who has worked a regular pattern of hours over a preceding period of at least (twelve) 12 months on an ongoing basis and could continue to work those hours as a Full-time or Part-time Employee without significant changes under the provisions of this Agreement.
- y. **Regulations** means the *Fair Work Regulations 2009* (Cth).
- z. **Service**, for the purposes of recognition of previous experience and incremental progression, means a period of 12 (twelve) months service subject to the progression rules outlined in the Classification structure.
- aa. **Support Services Stream** means the classification structure outlined in Schedule A.4 and applying to an Employee who is employed to undertake various administrative, technical and related specialist functions in support of NextSense programs, services and general operations.

- bb. **Temporary Employee** means an Employee employed for a temporary term pursuant to clause 2.8 of this Agreement.
- cc. **Union/s** means the Independent Education Union of Australia (IEU), the Australian Education Union Victorian Branch (AEU), the Health Services Union Victoria No.3 Branch, trading as the Victorian Allied Health Professionals Association (VAHPA), the Health Services Union NSW Branch (HSU NSW), and the Health Services Union Victoria No.4 trading as the Medical Scientists Association of Victoria (MSAV).

### **1.5. Exclusions**

This Agreement shall not apply to NextSense Employees who are covered by the below listed enterprise agreements, as amended or replaced and applicable to NextSense from time to time:

- a. Support and Operational Staff who work in Alice Betteridge School, Garfield Barwick School or Thomas Pattison School whose employment conditions are covered by the *Independent Schools NSW (Support and Operational Staff) Multi-Enterprise Agreement 2017*.
- b. Itinerant Teachers whose employment conditions are covered by the *Independent Schools NSW/ACT Standards Model (Teachers) Multi-Enterprise Agreement 2017*.
- c. Support and Operational Staff who work in Rocky Woofit Preschool, Roberta Reid Preschool, and VisionEd Preschool whose employment conditions are covered by the *Independent Schools NSW (Support and Operational Staff) Multi-Enterprise Agreement 2017 (2)*; and
- d. Teachers who work in Alice Betteridge School, Garfield Barwick School or Thomas Pattison School whose employment conditions are covered by the *Independent Schools NSW/ACT Standards Model (Teachers) Multi-Enterprise Agreement 2017*.

### **1.6. Purpose of Agreement**

The purpose of this Agreement is to enable the parties to develop and implement on a cooperative basis, working arrangements that ensure equity, increase flexibility in the organisation and further improve the productivity and efficiency at NextSense, promoting a work environment which is attractive to potential staff and provides conditions and entitlements which are competitive within the industry sector.

### **1.7. Relationship to other Industrial Instruments**

Unless otherwise specifically stated, this Agreement wholly replaces and operates to the exclusion of any and all terms of any Industrial Instrument that might otherwise apply to the Employee's employment.

The terms of all relevant Modern Awards and other Industrial Instruments have been considered in the creation of this Agreement and these have either been met or

compensated for. Therefore, this Agreement operates to the exclusion of any Award, Modern Award or other Industrial Instrument.

This Agreement should be read in conjunction with the Act, including the National Employment Standards (NES) and any future iterations of the applicable Modern Awards. Where there is an inconsistency between the Agreement and the NES and/or the applicable Modern Award, and the NES and/or the applicable Modern Award provides a greater benefit, the NES and/or the applicable Modern Award provision will apply to the extent of the inconsistency.

Where this Agreement is silent in whole or in part the relevant legislation shall apply.

### **1.8. Variation of Agreement**

This Agreement may be varied during its term in accordance with the Act. Applications for any variations must be made to and approved by the Fair Work Commission.

### **1.9. Negotiation of Further Agreements**

All parties agree to commence negotiations for a new enterprise agreement four (4) months before the expiration of this Agreement.

### **1.10. Employer Policies**

Workplace documents, policies and procedures referred to in this Agreement are not incorporated and do not form part of this Agreement and may be altered from time to time.

### **1.11. Child-related Employment**

All Employees are required to maintain an appropriate and current child protection clearance at all times, in accordance with the relevant Australian State or Territory legislation, in which they work for NextSense.

### **1.12. Individual Flexibility Arrangement**

**1.12.1.** NextSense and an Employee covered by this Agreement may agree to make an Individual Flexibility Arrangement to vary the effect of terms of the Agreement if:

- a. the agreement deals with one or more of the following matters:
  - i. arrangements about when work is performed;
  - ii. overtime rates;
  - iii. penalty rates;
  - iv. allowances; and
  - v. leave loading.
- b. the arrangement meets the genuine needs of NextSense and the Employee in relation to one or more of the matters mentioned in paragraph a.; and
- c. the arrangement is genuinely agreed to by NextSense and the Employee.

**1.12.2.** NextSense must ensure that the terms of the Individual Flexibility Arrangement:

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

**1.12.3.** NextSense must ensure that the Individual Flexibility Arrangement:

- a. is in writing; and
- b. includes the name of NextSense and the Employee; and
- c. is signed by NextSense and the Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and
- d. includes details of:
  - vi. the terms of the Agreement that will be varied by the arrangement; and
  - vii. how the arrangement will vary the effect of the terms; and
  - viii. how the Employee will be better off overall in relation to the terms and conditions of the Employee's employment as a result of the arrangement; and
  - ix. states the day on which the arrangement commences.

**1.12.4.** NextSense must give the Employee a copy of the Individual Flexibility Arrangement within fourteen (14) days after it is agreed to.

**1.12.5.** NextSense or the Employee may terminate the Individual Flexibility Arrangement:

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

**1.12.6.** The right to enter into an arrangement pursuant to this clause is in addition to, and is not intended to otherwise affect, any provision for an agreement between NextSense and an individual Employee contained in any other term of this Agreement.

**1.13. Further Claims**

The parties agree that the wage increases and other improvements in conditions of employment provided for by this Agreement are in settlement of all existing claims made by the employees for the life of the Agreement.



## **PART 2 - Types of Employment**

### **2.1. Nature of Employment**

- 2.1.1.** An Employee may be engaged as a Full-time, Part-time, Temporary or Casual Employee.
- 2.1.2.** NextSense shall advise each Employee, in writing at the time of their appointment, whether they are employed as a Full-time, Part-time, Temporary or Casual Employee and their classification.
- 2.1.3.** All new Employees will be engaged pursuant to a six (6) month Qualifying Period during which time their employment can be terminated in accordance with clause 10.1.2 for a permanent Employee or at least three (3) hours' notice for a Casual Employee.

### **2.2. Full-time Employment**

- 2.2.1.** A Full-time Employee is an Employee who is engaged to work an average of thirty-eight (38) hours per week, unless otherwise specified, in accordance with a roster and pursuant to clause 3.1 of this Agreement.

### **2.3. Part-time Employment**

- 2.3.1.** A Part-time Employee is an Employee who is engaged to work less than the full-time hours of thirty-eight (38) hours per week.
- 2.3.2.** Before commencing employment, NextSense and the part-time Employee will agree in writing, subject to any circumstances arising under clause 2.3.3 and 2.3.5 on a regular pattern of work including the:
  - a. number of hours to be worked each week;
  - b. days of the week the Employee will work; and
  - c. start and finish times each day.
- 2.3.3.** Notwithstanding clause 2.3.2, the regular pattern of work for each Employee may vary in accordance with a roster, consistent with the operational requirements of NextSense.
- 2.3.4.** Any changes under clause 2.3.3 will be displayed on a fortnightly roster in a place conveniently accessible to Employees, posted at least four (4) weeks before the commencement of the roster period.
- 2.3.5.** A change to the roster may occur in the following circumstances:
  - a. to enable NextSense to ensure operational efficiency of an NextSense service area; or
  - b. by consent between the Employee and NextSense; or

- c. to ensure continuity of operation of an NextSense service area where another Employee is absent from duty pursuant to clauses 9.2, or in an emergency.
- 2.3.6.** Unless NextSense otherwise agrees, an Employee requesting a change in the roster will need to give NextSense at least seven (7) days' notice except where the Employee is ill or in an emergency.
- 2.3.7.** A Part-time Employee shall be paid at the Ordinary Hourly Rate per hour, applicable to them and shall accrue entitlements on a pro-rata basis (to that of a Full-time Employee). Where the hours vary from week to week, leave will be accrued on all ordinary hours worked.
- 2.3.8.** NextSense and the Employee may agree to vary the terms of the agreement made under clause 2.3.2 in writing.
- 2.3.9.** Additional hours may be worked by agreement between NextSense and the Employee up to the ordinary weekly hours of an equivalent Full-time Employee and will count as service for all purposes.
- 2.3.10.** A Part-time Employee who works additional hours by agreement in excess of thirty-eight (38) hours in a week will be remunerated at Ordinary Hourly Rate up to thirty-eight (38) hours in the week, and overtime rates thereafter in accordance with clause 5.10.

#### **2.4. Review of Part-time Hours**

- 2.4.1.** If the Employee requests, the hours worked by the Employee will be reviewed annually. Where the Employee is regularly working hours other than the Employee's ordinary hours, then such hours shall be reviewed and may be adjusted by NextSense at its discretion. Any change to an Employee's hours will be determined by NextSense and recorded in writing to reflect the hours regularly worked.
- 2.4.2.** NextSense may request, but not require, a Part-time Employee to work additional hours in accordance with the provisions of this clause.
- 2.4.3.** The hours worked in the following circumstances will not be incorporated in the adjustment:
  - a. if the increase in hours is as a direct result of another Employee being absent on leave, such as for example, annual leave, long service leave, parental leave, personal leave, workers compensation;
  - b. if the hours being worked in an acting up/higher duties role are being compensated accordingly; and
  - c. if the increase in hours is a temporary increase in hours only due, for example, to the specific needs of a client.

## **2.5. Casual Employment**

- 2.5.1.** A Casual Employee is an Employee who is offered and accepts employment without a firm advanced commitment to continuing and indefinite work compensated on an hourly basis and entitled to a casual loading.
- 2.5.2.** The Minimum Period of Engagement for a Casual Employee is three (3) hours.
- 2.5.3.** The employment of a Casual Employee may be terminated by NextSense or the Employee by providing no less than three (3) hours' notice prior to the commencement of scheduled work.
- 2.5.4.** Where NextSense, prior to terminating the casual employment, does not provide the Casual Employee with at least three (3) hours' notice prior to the commencement of scheduled work, the casual Employee shall be paid for three (3) hours irrespective of the length of the scheduled work. This clause does not apply if the termination of employment is at the initiative of the Casual Employee or for reasons of misconduct.
- 2.5.5.** A Casual Employee, except casual Teachers employed in a Pre-school or Kindergarten, will be paid per hour calculated at the rate of 1/38th of the weekly rate appropriate to the Employee's classification. In addition to their base hourly rate, a loading of 25% of that rate will be paid instead of the paid leave entitlements applicable to Full-time and Part-time Employees.
- 2.5.6.** The rate of pay for a casual Teacher employed in a Pre-school or Kindergarten shall be pursuant to clause 5.4.5.
- 2.5.7.** Where applicable, allowances in this Agreement will be paid to Casual Employees but are to be calculated on the Ordinary Hourly Rate, exclusive of casual loading, applicable to the casual Employee.

## **2.6. Right to Be Offered Casual Conversion**

- 2.6.1.** NextSense will offer a casual Employee engaged by NextSense to have their employment converted to full-time or part-time employment if:
  - a. the Employee has been employed by NextSense for at least twelve (12) months;
  - b. the Employee has worked a regular pattern of hours for at least six (6) months on an ongoing basis; and
  - c. the Employee's regular hours could continue as a full-time or part-time Employee without significant changes.
- 2.6.2.** NextSense does not have to offer a casual Employee casual conversion where there are reasonable business grounds to not offer casual conversion, which include:

- a. where the conversion would require a significant adjustment to the Employee's hours of work in order for the Employee to be employed permanently;
- b. where the Employee's position will cease to exist in the twelve (12) months after the conversion right arises;
- c. where the hours of work which the Employee is required to perform will be significantly reduced in the twelve (12) months after the conversion right arises; and
- d. if there will be a significant change in either the days or times on which the Employee's hours of work are required to be performed in the twelve (12) months after the conversion right arises.

**2.6.3.** Where NextSense decides to not make an offer of casual conversion, NextSense must give notice of the decision to the Employee within twenty-one (21) days of when the right to be offered conversion arose.

## **2.7. Right to Request Casual Conversion**

**2.7.1.** A person engaged by NextSense as a regular casual Employee may request that their employment be converted to full-time or part-time employment, except that the Employee cannot exercise their right to request casual conversation for six (6) months from the date of the decision where:

- a. NextSense has determined that there are reasonable business grounds to not make an offer of casual conversion and notifies the Employee of its decision in accordance with clause 2.6.3; or
- b. An Employee has refused an offer to casual conversion.

**2.7.2.** A regular casual Employee is a casual Employee who has worked a regular pattern of hours over a preceding period of at least 12 months on an ongoing basis and could continue to work those hours as a Full-time or Part-time Employee without significant changes under the provisions of this Agreement.

**2.7.3.** A Regular Casual Employee who has worked equivalent full-time hours over the preceding period of twelve (12) months' casual employment may request to have their employment converted to Full-time employment.

**2.7.4.** A Regular casual Employee who has worked less than the equivalent full-time hours over the preceding period of twelve (12) months' casual employment may request to have their employment converted to part-time employment consistent with the pattern of hours previously worked.

**2.7.5.** Any request under this clause must be in writing and provided to NextSense.

**2.7.6.** Where a Regular Casual Employee seeks to convert to full-time or part-time employment, NextSense may agree to or refuse the request, but the request may only be refused on reasonable grounds and after there has been consultation with the Employee.

- 2.7.7.** Reasonable grounds for refusal include that:
- a. it would require a significant adjustment to the Casual Employee's hours of work for the Employee to be engaged as a Full-time or Part-time Employee in accordance with the provisions of this Agreement – that is, the Casual Employee is not truly a Regular Casual Employee as defined in clause 1.4(x).
  - b. it is known or reasonably foreseeable that the Regular Casual Employee's position will cease to exist within the next twelve (12) months;
  - c. it is known or reasonably foreseeable that the hours of work which the regular casual Employee is required to perform will be significantly reduced in the next twelve (12) months; or
  - d. it is known or reasonably foreseeable that there will be a significant change in the days and/or times at which the Employee's hours of work are required to be performed in the next twelve (12) months which cannot be accommodated within the days and/or hours during which the Employee is available to work.
- 2.7.8.** For any ground of refusal to be reasonable, it must be based on facts which are known or reasonably foreseeable.
- 2.7.9.** Ordinarily NextSense will respond to a request from a Casual Employee under this clause 2.7, within twenty-one (21) days. In circumstances where NextSense is unable to respond within twenty-one (21) days, it will inform the casual Employee of the reasons for delay and provide a reasonable timeframe for response.
- a. Where NextSense refuses a Regular Casual Employee's request to convert, it must provide the Employee with its reasons for refusal in writing.
  - b. Where it is agreed that a Casual Employee will have their employment converted to full-time or part-time employment as provided for in this clause 2.7, NextSense and the Employee must discuss and record in writing the form of employment to which the Employee will convert – that is, full-time or part-time employment.
- 2.7.10.** The conversion will take effect from the start of the next pay cycle following such agreement being reached unless otherwise agreed.
- 2.7.11.** Once a casual Employee has converted to full-time or part-time employment, the Employee may only revert to casual employment with the written agreement of NextSense
- 2.7.12.** NextSense must not take any action to avoid any right or obligation under clause 2.6 and 2.7.
- 2.7.13.** Nothing in this clause 2.7 or 2.6 obliges a regular casual Employee to convert to full-time or part-time employment, nor permits NextSense to require a regular casual Employee to convert.
- 2.7.14.** Nothing in this clause 2.7 or 2.6 requires NextSense to increase the hours of a regular casual Employee seeking conversion to full-time or part-time employment.

## **2.8. Temporary Employment**

- 2.8.1.** An Employee engaged for a temporary term shall be entitled to the same salary and conditions as permanent Employees in the same classification.
- 2.8.2.** Temporary Employees are not entitled to redundancy payments.
- 2.8.3.** An engagement of a Temporary Employee may be on either a full-time or part-time basis and in the following circumstances:
  - a. For a fixed period of no more than twelve (12) months in the one role (subject to subclauses b. to d. following); or
  - b. To undertake a specified project for which funding has been made available;
  - c. To undertake a specified task which has a limited period of operation; or
  - d. To replace a permanent Employee who is on leave or performing other duties temporarily. Provided that where the replacement arrangement extends beyond twelve (12) months, the fixed term employment may be extended for up to a further twenty-four (24) months.
- 2.8.4.** The intention of NextSense in engaging Employees on a temporary basis is to fill short term vacancies, where on-going employment would not be suitable.
- 2.8.5.** A Temporary Employee who continues employment for more than twelve (12) months, except for as provided in the circumstances outlined in Clause 2.8.3, shall have their employment status converted to a permanent Full-time or Part-time Employee. This provision will come into effect twelve (12) months from the approval of this Agreement.
- 2.8.6.** NextSense shall not seek to terminate a temporary engagement to avoid the provisions of clause 2.8.5.

## **PART 3 - Ordinary Hours of Work**

### **3.1. Full-Time Employee**

- 3.1.1.** The ordinary hours of work for a Full-time Employee, exclusive of meal breaks, may vary depending on work commitments from time to time, however shall not exceed an average of thirty-eight (38) hours per week to be worked over not more than five (5) days in any one (1) week unless by mutual consent.

### **3.2. Transitional Arrangements for Employees (Ordinary Hours of Work)**

- 3.2.1.** This clause applies to Employees who:
- a. Commenced their employment with NextSense prior to the Commencement Date of this Agreement; and
  - b. Are Employees captured within the coverage of the *University of Sydney Enterprise Agreement 2013 – 2017* pursuant to section 313 of the *Fair Work Act 2009* (Cth).
- 3.2.2.** For the duration of this Agreement, the ordinary full-time working hours for Employees captured under clause 3.2.1 will be thirty-five (35) hours per week.
- 3.2.3.** Any reference in this Agreement to full-time ordinary hours of work is to be read as a reference to thirty-five (35) hours per week for an Employee captured under clause 3.2.1.

### **3.3. Part-Time Employee**

- 3.3.1.** The ordinary hours of a Part-time Employee, exclusive of meal breaks, shall be less than thirty-eight (38) hours per week. A Minimum Period of Engagement of three (3) hours will apply for work performed.

### **3.4. Span of Ordinary Hours**

- 3.4.1.** All ordinary hours of work will be worked between 6.00am and 6.00pm Monday to Friday, unless otherwise expressly noted in this Agreement or otherwise agreed to under clause 1.12 (Individual Flexibility Arrangement).
- 3.4.2.** Ordinarily, no more than eight (8) ordinary hours of work (exclusive of meal breaks) are to be worked in any one day based on operational needs as determined by NextSense and as agreed to by the Employee. By consent between NextSense and the Employee, an Employee may work up to ten (10) ordinary hours of work in one day.
- 3.4.3.** Work performed in excess of ordinary hours, when appropriately approved by NextSense and not otherwise expressly excluded by any other clause in this Agreement, will be paid at overtime rates in accordance with clause 5.10, with reference to clause 2.3.10 for Part-time Employees.

**3.4.4.** Unless otherwise agreed, or due to change of rosters or unforeseen circumstances, all Employees will ordinarily be entitled to a minimum of ten (10) hours break between finishing work on one day and commencing work on the next.

**3.5. Teacher in a NextSense Pre-school or Kindergarten**

**3.5.1.** Due to the operational requirements of employers in the industry, the ordinary hours of a Pre-school or Kindergarten Teacher under this Agreement may be averaged over a twelve (12) month period.

**3.5.2.** Subject to the needs of NextSense with regard to professional development, student free days and other activities, the Employee may be required to attend on days when students are not present.

**3.5.3.** The relevant NextSense Pre-school or Kindergarten shall advise Pre-school or Kindergarten Teachers of the dates of any school designated professional development and/or training and/or meetings in the following year before the end of Term 3.

**3.5.4.** For an Employee who is employed as a teacher in a Pre-school or Kindergarten, the teaching days per year will be 205 days per calendar year.

**3.5.5.** The annual salary and any applicable allowances payable under this Agreement are paid in full satisfaction of an Employee's entitlements for the school year or a proportion of the school year. The Employee's absence from school during non-term weeks is deemed to include their entitlement to annual leave subject to conditions listed in clause 9.1.3(a) and clause 9.1.6.



## **PART 4 – Classifications**

### **4.1. Appointment to a Band**

**4.1.1.** An Employee will be classified in one of the following streams:

- a. Early Childhood Stream;
- b. Intervention and Allied Health Stream;
- c. Academic/Research Stream;
- d. Support Services Stream; or
- e. Executive Stream.

**4.1.2.** An Employee may be appointed to any Band or Pay Point within the Stream applicable to the Employee, in the classification structure, where NextSense deems their qualification or experience to be of an equivalent level to the relevant classification.

**4.1.3.** The Graduate Band in the Early Childhood Stream and Intervention and Allied Health Stream is for university graduates in their first three (3) years out of university and applicable only to positions identified by NextSense as a graduate position.

**4.1.4.** NextSense will notify the Employee in writing of their classification either;

- a. prior to the commencement of their employment with NextSense;
- b. at the time of approval of any re-classification application; or
- c. prior to the commencement of this Agreement.

### **4.2. Classification Determination**

**4.2.1.** Classification is determined based on the inherent requirements of a position at NextSense.

**4.2.2.** Each position will be classified with reference to the Bands and the relevant descriptors outlined in the classification structure set out in Schedules A.1 to A.7 taking into consideration the inherent requirements of the position. The position description, which clearly describes the position's purpose, key functions and relationships, duties, responsibilities, activities and skills required, will be used as the basis for determining the appropriate classification of a position against the Band Descriptors.

**4.2.3.** NextSense will review positions with reference to the classification structure to formally evaluate positions:

- a. where the requirements of the position have changed; or
- b. when there have been significant changes or growth in the role; or
- c. when a new position is created.

### **4.3. Classification Review**

- 4.3.1.** Classification Review can take place in one of two ways:
- a. request raised by the Direct Line Manager: or
  - b. request raised by an Employee.
- 4.3.2.** Subject to the classification and progression rules identified in the respective Bands and where incremental progression is applicable, progression to a successive Pay Point within a Band, will take into consideration an Employee's acquisition and use of skills as required within the identified Band.

#### **Request raised by the Direct Line Manager**

- 4.3.3.** Each occupied position will be reviewed annually as to any change in work value by direct line management in discussion with the Employee as part of the Performance and Development Review.
- 4.3.4.** The Performance and Development Review undertaken by the Direct Line Manager will result in either no further action or a recommendation to the relevant Head of Department/Director for a classification review if the nature of the work undertaken by an Employee changes, such that the work regularly performed is work of a type normally associated with a higher designated Pay Point, that requires a progression application, within a Band or alternatively a higher Band classification.
- a. In a group of like positions in any Stream and Band, changes to any position may be considered in the context of the group, but this will not prevent a position from being considered for classification review as a separate position.
- 4.3.5.** The Direct Line Manager, in making a request for classification review for an Employee, must include in writing:
- a. the reasons for re-classification;
  - b. the revised position description; and
  - c. the proposed date of effect.

#### **Request raised by the Employee**

- 4.3.6.** An Employee may apply, no more than once every twelve (12) months, to have their position re-graded to a higher designated Pay Point, where a progression application is required, or to a higher Band classification, at any time outside of the annual Performance and Development Review process.
- 4.3.7.** An application for classification review by an Employee must be made in writing to their Direct Line Manager and the relevant Head of Department/Director and must include:
- a. the reasons for requesting consideration of re-classification;
  - b. evidence of meeting the criteria for consideration of re-classification; and
  - c. any additional information that the Employee considers relevant for the purposes of giving reasons for consideration of re-classification.

## **Assessment of Classification Review**

- 4.3.8.** Classification review is based on merit of the application as assessed by NextSense.
- 4.3.9.** An Employee does not qualify for re-grading simply because they have been performing more work at the same classification or different work at the same classification. Factors bearing on the decision may include whether the changes:
  - a. involve the exercise of skills, responsibilities and/or autonomy normally undertaken at a higher classification; and/or
  - b. are permanent or temporary.
- 4.3.10.** The relevant Head of Department/Director, in consultation with the Direct Line Manager and the People and Culture Team, will assess the application for classification review.
- 4.3.11.** In the assessment of the classification review, the following matters must be considered, prior to making a determination:
  - a. the reasons for re-classification;
  - b. the revised position description (where applicable);
  - c. information provided by the Employee and/or the Direct Line Manager, as part of request for re-classification; and
  - d. the proposed date of effect.
- 4.3.12.** To assist in the assessment of classification review, the Head of Department/Director and the People and Culture Team may request additional information from the Direct Line Manager and/or the Employee, as required.

## **Outcome of a Classification Review**

- 4.3.13.** A request for a classification review will be responded to equitably and expeditiously and will be concluded no later than one (1) month from receipt of the original submission by the Employee. In the event of a delay beyond one (1) month in the determination of a classification review, the Employee will be notified of the circumstances causing the delay, and an estimated time for an outcome.
- 4.3.14.** The Employee will be notified in writing of the outcome and where the request for classification review is declined, provide the reasons for the declination.
- 4.3.15.** Any dispute regarding this Clause will be dealt with under Part 12 – Disputes Procedure, including where the Employee believes that the reasons provided for the declination are not sufficient. Part 12 – Disputes Procedure, also applies if the Employee is denied incremental progression within a Band, where incremental progression is applicable.

#### **4.4. Translocation**

- 4.4.1.** Employees captured under an existing enterprise agreement at the commencement of the Agreement will be translocated to the new classification according to the corresponding Translocation Table in the relevant Stream as set out in Schedule A.3 and Schedule A.5.

## **PART 5 – Salaries and Related Information**

### **5.1. Annualised Salaries**

- 5.1.1. The remuneration of Employees will be set to ensure Employees are better off overall under this Agreement than if the respective Modern Award was applied to their employment.
- 5.1.2. The remuneration of Employees will be set as an annualised salary to compensate the Employee for allowances, overtime and penalty rates and annual leave loading under the Modern Award, unless expressly stated otherwise in this Agreement.

### **5.2. Superannuation**

- 5.2.1. Employees are entitled to Superannuation payments in accordance with the *Superannuation Guarantee (Administration) Act 1992* (Cth) as varied from time to time.
- 5.2.2. The Employee shall notify NextSense of their choice of approved fund (compliant with federal legislative requirements) within twenty-eight (28) days of commencing employment. Should the Employee fail to notify NextSense of their chosen fund, NextSense will make Superannuation Guarantee contributions to the Employee's Stapled Fund (as advised by the Australian Tax Office) or in absence of a Stapled Fund to NextSense's default fund, provided that the fund offers a MySuper product as defined in the *Superannuation Industry (Supervision) Act 1993* (Cth).

### **5.3. Transitional Arrangements for Employees (Superannuation)**

- 5.3.1. This clause applies to Employees who:
  - a. commenced their employment with NextSense prior to the Commencement Date of this Agreement; and
  - b. are Employees captured within the coverage of the *University of Sydney Enterprise Agreement 2013 – 2017* pursuant to section 313 of the *Fair Work Act 2009* (Cth).
- 5.3.2. For the duration of this Agreement, the superannuation entitlements for Employees captured under clause 5.3.1 will be in accordance with the entitlements outlined in the *University of Sydney Enterprise Agreement 2013 – 2017*.

### **5.4. Remuneration**

- 5.4.1. No Employee shall, as a result of the making of this Agreement, suffer a reduction in the base salary received by the Employee as at the Commencement Date of this Agreement.

- 5.4.2.** The parties agree that the wage increases and other improvements in conditions of employment provided for by this Agreement are in settlement of all existing claims made.
- 5.4.3.** The wage rates per week for an Employee shall be calculated using the following formula:
- a. dividing the employee's annual salary by fifty-two (52); and
  - b. for a Part-time Employee, applying a pro-rata entitlement on the full-time weekly pay for that Employee.
- 5.4.4.** For any Casual Employee engaged by NextSense (other than Pre-school or Kindergarten Teachers), the base rate of pay will be determined using the following formula:
- a. dividing the annual salary identified for the role within a particular Band by fifty-two (52) and then by thirty-eight (38), to identify the hourly rate of pay; and
  - b. in addition to the hourly rate of pay, an additional loading of 25% of the hourly rate instead of paid leave entitlements under this Agreement or the NES, unless those entitlement are otherwise expressly identified in this Agreement or under applicable Australian law.
- 5.4.5.** For any Casual Pre-school or Kindergarten Teacher engaged by NextSense, the rate of pay shall be calculated by dividing the annual salary by 205 in the case of a daily payment, 410 in the case of a half-day payment and 820 in the case of a quarterly day payment. The rate of pay calculated in accordance with this clause is inclusive of any applicable loading to a Casual Pre-school or Kindergarten Teacher and is in compensation for the paid leave entitlements applicable to Full-time and Part-time Employees.

**5.5. Pro Rata Payment for Non-Term Time – Teachers Employed in a Pre-school or Kindergarten**

- 5.5.1.** This clause will apply to Teachers employed in a NextSense Pre-school or Kindergarten:
- a. in lieu of the corresponding provisions of the Act; and
  - b. is inclusive of four (4) weeks accrued annual leave.
- 5.5.2.** For the purposes of clause 5.5 to clause 5.8, a reference to:
- a. "School Service Date" means the usual commencement date of employment at NextSense for Employees who are to commence teaching on the first day of the first term.
  - b. "Employee" means a Teacher employed in a NextSense Pre-school or Kindergarten.
- 5.5.3.** The provisions of this clause shall apply where:
- a. an Employee's employment ceases;
  - b. an Employee commences employment after the School Service Date;
  - c. where an Employee takes approved leave without pay; or

d. where the hours which an Employee normally teaches at NextSense have varied since the School Service Date (“an Employee whose hours have varied”).

**5.5.4.** Payments shall be made to such Employees by application of the formula prescribed by either clause 5.5.5 or clause 5.5.6 as appropriate, and, pursuant to the applicable provisions of clause 5.6 and clause 5.7.

**5.5.5.** Payments made pursuant to this clause to an Employee whose hours have varied shall be calculated in accordance with the following formula:

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

Where:

- P** Is the payment due.
- s** Is the total salary paid in respect of term weeks, or part thereof, since the anniversary of employment (or date of employment in circumstances where an Employee has been employed by NextSense for less than one year).
- b** Is the number of term weeks, or part thereof, in the year.
- c** Is the number of non-term weeks, or part thereof, in the year.
- d** Is the salary paid in respect of non-term weeks, or part thereof, that have occurred since the anniversary of employment (or date of employment in circumstances where an Employee has been employed by NextSense for less than one (1) year).

**5.5.6.** Payments made otherwise pursuant to this clause shall be calculated in accordance with the following formula:

$$P = S \times \left\{ \left[ \frac{t \times c}{b} \right] - d \right\}$$

Where:

- P** Is the payment due.
- S** Is an amount equivalent to a week’s salary (including allowances) of the Employee at the date of application of the formula.
- t** Is the number of term weeks, or part thereof, worked by the Employee since the School Service Date.
- b** Is the number of term weeks, or part thereof, in the year.
- c** Is the number of non-term weeks, or part thereof, in the year.
- d** Is the number of non-term weeks, or part thereof, worked by the Employee since the School Service Date.

## **5.6. Termination of Employment – Teachers Employed in a Pre-school or Kindergarten**

- 5.6.1.** An Employee shall be entitled on termination of employment to a payment calculated in accordance with this clause.
- 5.6.2.** An Employee who commences employment after the usual date of commencement at NextSense in any school year, shall be paid from the date the Employee commences, provided that at the end of Term 4 or final semester in that year, the Employee shall be paid an amount calculated pursuant to clause 5.5.6 and shall receive no salary or other payment other than payment under this clause until the School Service Date or the resumption of Term 1 or the first semester in the following school year.
- 5.6.3.** In each succeeding year of employment, the anniversary of appointment of the Employee for the purpose of this clause shall be deemed to be the School Service Date.

## **5.7. Pre-school or Kindergarten Teachers who take Approved Leave Without Pay**

- 5.7.1.** Where a teacher employed in a NextSense Pre-school or Kindergarten takes leave without pay with the approval of NextSense for a period which in total exceeds twenty (20) pupil days in any year, the Employee shall be paid salary calculated in accordance with this clause as follows:
- a. If the leave without pay commences and concludes in the same school year:
    - i. Subject to clause 5.7.1(a)(ii) below, the payment shall be calculated and made at the conclusion of Term 4 of that school year; and
    - ii. If the leave without pay commences on the day following the last teaching day of a term and concludes on the day preceding the first teaching day of a term in the same year, a payment shall be calculated and made:
      - A. at the commencement of the leave in respect of that year; and
      - B. at the end of Term 4 in accordance with clause 5.7.1(c).
  - b. If the leave without pay is to conclude in a school year following the school year in which the leave commenced:
    - i. At the commencement of the leave, a payment shall be calculated and made in respect of the school year in which the leave commences; and
    - ii. At the end of Term 4 in the school year in which the leave concludes, a payment shall be calculated and made in respect of that school year.
  - c. The payment to be made to an Employee at the conclusion of Term 4 of a school year:
    - i. Pursuant to clause 5.7.1(a)(ii)(B);
    - ii. Or in circumstances where, with the agreement of NextSense, an Employee who has been paid pursuant to clause 5.7.1(b)(i) returns from leave during the school year in which the leave commenced and not withstanding that as a result did not in total exceed twenty (20) pupil days, shall be determined by:



- A. Applying the formula in clause 5.5.6 as if no payment had been made to the Employee pursuant to clause 5.7.1(a)(ii)(A) or clause 5.7.1(b)(i); and
  - B. Deducting from that amount the amount paid to the Employee pursuant to clause 5.7.1(a)(ii)(A) or clause 5.7.1(b)(i).
- d. An Employee shall not, pursuant to this clause, be paid an amount in respect of a year of employment which is less than the amount to which the Employee would otherwise be entitled under the provisions of the Act, in respect of a year of employment.

## **5.8. Employees whose hours have been varied in a Pre-school or Kindergarten**

- 5.8.1.** Where the hours which an Employee normally teaches at a NextSense Pre-school or Kindergarten have varied since the School Service Date in any school year and the Employee's employment is to continue in the next school year, the Employee shall be paid at the conclusion of Term 4 or the final semester of that year in accordance with the formula provided in clause 5.5.5 and shall receive no salary or other payment other than payment under this clause until the School Service Date or the resumption of Term 1 or the first semester in the following school year.

## **5.9. Salary Packaging**

- 5.9.1.** NextSense will offer salary packaging to all Employees, other than casual Employees.
- 5.9.2.** An Employee may request to take up to 100% of their total remuneration (excluding compulsory superannuation) as cash salary and approved benefits to suit their individual needs.
- 5.9.3.** Where an Employee takes up the option of flexible salary packaging on a 'salary sacrifice' basis, the Employee's salary for the purposes of superannuation, severance and termination payments (and any other purpose) will be determined as if the flexible salary packaging arrangement had not been entered into.
- 5.9.4.** The cost of any fringe benefits tax incurred by NextSense in relation to an Employee as a result of their salary packaging arrangement will be passed on and borne by the individual Employee.

## **5.10. Overtime**

- 5.10.1.** This clause shall only apply to those Employees classified as being in the:
- a. Intervention and Allied Health Stream - Bands 1 to 4 (inclusive of the Graduate Band);
  - b. Early Childhood Stream – Bands 1 to 4 (inclusive of the Graduate Band); and
  - c. Support Services Stream – Bands 1 to 3.

- 5.10.2.** Employees are not generally required to work additional hours, however, NextSense may require an Employee to work reasonable overtime. An Employee may refuse to work overtime, where it would result in the Employee working unreasonable hours.
- 5.10.3.** Overtime is payable under the following circumstances only:
- a. The work performed by the Employee is authorised by the Direct Line Manager of the Employee prior to the work being carried out.
  - b. The work performed exceeds ten (10) hours per day, thirty-eight (38) hours per week.
  - c. If the work is performed outside the ordinary hours of an Employee under Part 3 of this Agreement.
- 5.10.4.** Overtime under this clause is payable as follows:
- a. For overtime on Monday to Saturday, time and one half (150%) for the first two hours and double time (200%) thereafter; and
  - b. For overtime on Sunday, double time (200%).
- 5.10.5.** Casual Employees who work in excess of ten (10) hours per day, or thirty-eight (38) hours per week shall be paid overtime, calculated on the unloaded hourly rate.

#### **5.11. Rest Period after Overtime**

- 5.11.1.** Where overtime work is necessary, it must be so arranged that Employees have at least ten (10) consecutive hours off duty between the work on consecutive days.
- 5.11.2.** If, on the instructions of NextSense, the Employee resumes or continues work without having had ten (10) hours off duty, the Employee will be paid at the rate of double time until they are released from duty for such a period.
- 5.11.3.** The Employee is entitled to be absent until they have had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- 5.11.4.** All Employees (including Casual Employees will be provided with a paid rest break of twenty (20) minutes after each consecutive four (4) hours of overtime worked if required to continue work after that break.

#### **5.12. Time Off Instead of Overtime**

- 5.12.1.** NextSense and an Employee may agree in writing to the Employee taking time off instead of being paid for a particular amount of overtime that has been worked by the Employee on the following conditions:
- a. The period of time off that an Employee is entitled to is the same as the number of overtime hours worked;
  - b. Time off should be taken as soon as possible and in any event, within six (6) months after the overtime is worked; and

- c. Time off must be taken at a time approved by the Employee's direct line manager and as agreed to by the Employee.

**5.12.2.** In accordance with the applicable Modern Award, NextSense will pay the Employee for the overtime, at the rate applicable when the overtime was worked, if the Employee does not take the time off within six (6) months of the overtime being worked, or if the employment of the Employee is terminated and the Employee has time off entitlements which have not been used.

### **5.13. Higher Duties**

**5.13.1.** Where an Employee is required to perform higher duties for two (2) hours or less in any duties carrying a higher rate than the classification in which they are ordinarily employed, they will be paid at the higher rate for the time worked at the higher level.

**5.13.2.** Where an Employee is required to perform higher duties for more than two (2) hours in any duties carrying a higher rate than the classification in which they are ordinarily employed, they will be paid at the higher rate for the full day or shift worked at the higher level.

### **5.14. Payment of Wages**

**5.14.1.** Payment will be made by electronic funds transfer either weekly, fortnightly or monthly directly into an account nominated by the Employee, as determined by NextSense.

**5.14.2.** Should an underpayment of the Employee's fortnightly salary be identified, it will be corrected as soon as practicable.

**5.14.3.** If NextSense reasonably believes it has made an overpayment to an Employee, the following process will apply:

- a. NextSense will notify the Employee of the alleged overpayment and the amount of the alleged overpayment and advise the Employee that it seeks to recover the alleged overpayment of wages.
- b. Following consultation with the Employee, NextSense will seek to recover the alleged overpayment through deductions from the Employee's fortnightly salary, in a manner agreed to between NextSense and the Employee.
- c. An Employee may agree in writing to repay the amount directly to NextSense in a single deduction from the fortnightly salary, if the amount owed is less than 10% of the Employee's fortnightly salary.
- d. NextSense must not deduct any amount from the Employee's salary where agreement cannot be reached.
- e. Where an agreement cannot be reached between NextSense and the Employee, or the Employee disputes the alleged overpayment, the parties may utilise the dispute procedures outlined in Part 12 of this Agreement.

- f. NextSense and the Employee may appoint a representative (who may be a Union representative) to assist in resolving the matter at any stage during the above process.

### **5.15. Meal Breaks**

- 5.15.1.** Any Employee, other than an Employee identified in clause 5.15.2, who works in excess of five (5) hours will be entitled to an unpaid meal break of not less than thirty (30) minutes and not more than sixty (60) minutes.
- 5.15.2.** Where teachers employed in a NextSense Pre-school or Kindergarten are required to remain on the premises during their meal break due to supervision requirements, they will be entitled to a paid meal break of no more than thirty (30) minutes and no less than twenty (20) minutes, no later than five (5) hours after commencing work.
- 5.15.3.** The time of taking the meal break may be varied by agreement between the Employee and their Direct Line Manager.

## **PART 6 – Applicable Pay Schedules and Review of Salaries**

### **6.1. Applicable Pay Schedules for Employees**

- 6.1.1.** For all Employees, other than an Employee captured under clause 6.1.2, the salary payable to an Employee will be in accordance with the Pay Schedules applicable to the relevant Stream as follows:
- a. Schedule A.2 – Intervention and Allied Health Stream;
  - b. Schedule A.4 – Support Services Stream;
  - c. Schedule A.5 – Early Childhood Stream;
  - d. Schedule A.6 – Academic/Research Stream; and
  - e. Schedule A.7 – Executive Stream.
- 6.1.2.** The Pay Schedule outlined in Schedule A.3 will only apply to an Employee, other than a Casual Employee, who:
- a. Commenced their employment with NextSense prior to the Commencement Date of this Agreement; and
  - b. Is translocated to the Intervention and Allied Health Stream as a Professional at commencement of this Agreement; and
  - c. Prior to the commencement of this Agreement, was employed under the *RIDBC (Teleschool Employees) Enterprise Agreement 2016 – 2018*; or
  - d. Prior to the commencement of this Agreement, was employed under the *RIDBC Therapy and Early Childhood Employees Agreement 2017 – 2020*; or
  - e. Prior to the commencement of this Agreement, was employed under the *University of Sydney Enterprise Agreement 2013 – 2017*.
- 6.1.3.** For an Employee captured within clause 6.1.2, the Pay Schedule outlined in Schedule A.3 will apply for the duration of this Agreement and should be used in reference to clauses 6.2 to 6.6.
- 6.1.4.** For an Employee, employed by NextSense on or after the Commencement Date of this Agreement and classified as an Intervention and Allied Health Professional the Pay Schedule outlined in clause 6.1.1a shall apply for the duration of this Agreement and should be used in reference to clauses 6.2 to 6.6.
- 6.1.5.** For a Casual Employee, employed by NextSense prior to and after the Commencement Date of this Agreement and classified as an Intervention and Allied Health Profession, the Pay Schedule outlined in clause 6.1.1a shall apply for the duration of this Agreement and should be used in reference to calculating casual rate of pay in accordance with clause 2.5.5.

### **6.2. Review of Salaries for an Employee Classified within a Band and Pay Point with an Identified Salary**

- 6.2.1.** This clause only applies to an Employee classified within a Band with an identified Pay Point with a prescribed annual salary amount.

- 6.2.2. The rate of pay applicable to a classification identified in the Pay Schedules identified in clause 6.1 will commence as follows:
  - a. From the first pay period on or after 1 July 2021;
  - b. From the first pay period on or after 1 July 2022; and
  - c. From the first pay period on or after 1 July 2023.
  
- 6.2.3. The rates of pay identified in the relevant Pay Schedules as outlined in clause 6.1 is inclusive of the following increases:
  - a. 2.5% from the first pay period commencing on or after 1 July 2022.
  - b. 2.5% from the first pay period commencing on or after 1 July 2023.
  
- 6.2.4. An Employee who is earning a salary that is greater than the salary identified for their translocated classification Band Pay Point of the applicable Pay Schedule, will receive a salary increase as follows:
  - a. From the first pay period on or after 1 July 2021, a 1.5% increase to their base salary; and
  - b. From the first pay period on or after 1 July 2022 and from the first pay period on or after 1 July 2023, the Employee will either receive a 1.5% salary increase or the prescribed amount for the Band Pay Point in the applicable year (whichever is the higher amount).

**6.3. Review of Salaries for Employees Classified within a Band and Pay Point with a Salary Range (other than Employees captured under the Executive Stream and Band 6A and 6B of the Academic/Research Stream)**

- 6.3.1. This clause only applies to an Employee classified with a Band Pay Point with a salary range (other than Employees captured under the Executive Stream and Band 6A and 6B of the Academic/Research Stream). The salary increase prescribed in clause 6.3.3 does not apply to any Employee who has had less than twelve (12) months service with NextSense prior to the scheduled salary increase date.
  
- 6.3.2. On an annual basis, NextSense will review the salary payable to an Employee classified at a Band Pay Point with an identified salary range, against external benchmarks, industry market drivers and changes in the applicable Modern Award, as may be relevant.
  
- 6.3.3. The salary increases for an Employee captured under this clause will be as follows (unless the Employee is captured within clause 6.4):
  - a. From the first full pay period on or after 1 July 2021, a 2.5% increase to the Employee's current base salary; and
  - b. From the first full pay period on or after 1 July 2022, a 2.5% increase to the Employee's base salary unless the; and
  - c. From the first full pay period on or after 1 July 2023, a 2.5% increase to the Employee's base salary.

**6.4. Review of Salaries for Employees Identified as Receiving a Salary greater than the Salary identified for their Classification within a Band Pay Point with a Salary Range.**

- 6.4.1.** The percentage increase identified in clause 6.3.3 shall not apply where an Employee's base salary exceeds:
- a. The salary range applicable for Band 1 to Band 3 in the Intervention and Allied Health Stream; or
  - b. The salary applicable to the Employee's role, where the Employee's classification falls within a Band Pay Point with a salary range, as determined by NextSense following its review in accordance with clause 6.3.2.
- 6.4.2.** An Employee captured within the provisions of clause 6.4.1 will receive a salary increase as follows:
- a. From the first full pay period on or after 1 July 2021, a 1.5% increase to the Employee's base salary.
  - b. From the first full pay period on or after 1 July 2022, a 1.5% increase to the Employee's base salary.
  - c. From the first full pay period on or after 1 July 2023, a 1.5% increase to the Employee's base salary.
- 6.4.3.** The salary increase prescribed in clause 6.4.2 does not apply to any Employee who has had less than twelve (12) months service with NextSense prior to the scheduled salary increase date.
- 6.4.4.** NextSense will provide written confirmation to any Employee who is captured within clause 6.4.1 as soon as practicable each year and no later than the final full pay period before the salary increases are due to take effect.

**6.5. Disputes with Respect to Review of Salaries**

- 6.5.1.** For any disputes with respect to Review of Salaries, the provisions in Part 12 – Disputes Procedure will apply.

**6.6. Request for Comparison of Benefits**

- 6.6.1.** An Employee may request a comparison between the benefits received during the previous twelve (12) months and the benefits that would otherwise have been provided under the relevant Modern Award.
- a. Should any shortfall for that period be detected, the Employee shall be paid 5% above the shortfall identified for that period in the next pay period after the review is completed and the Employee is advised in writing.
  - b. NextSense will update any salaries effected by the identified shortfall in the classifications structure and advise any Employee impacted by this change in writing.

## **6.7. Exclusions**

- 6.7.1.** The provisions in clause 6.3 and clause 6.4 do not apply to an Employee classified under the Executive Stream or classified as Band 6A or Band 6B of the Academic/Research Stream.
  
- 6.7.2.** Any salary increases for an Employee excluded under this clause will be at the discretion of NextSense.



# **PART 7 – Professional Development**

## **7.1 Professional Development**

- 7.1.1** NextSense encourages ongoing professional development to maintain and improve skills, enhance career opportunities, foster staff expertise, promote organisational performance and ensure that Employees stay up to date as contemporary practitioners.
- 7.1.2** For the purpose of this clause, the entitlement to Professional Development does not include mandatory training required by NextSense for its Employees in the course of their work. Professional Development includes Continuing Professional Development:
- a. relevant to the role of the Employee; and/or
  - b. required for maintenance of their accreditation for the purposes of their role with NextSense.
- 7.1.3** Full-time Employees will be allocated four (4) days of release time each calendar year (pro-rata for Part-time Employees) to access Professional Development approved by NextSense specific to the role the Employee has been engaged to perform and will be provided at no cost to the Employee.
- 7.1.4** The allocation of release time of four (4) days to attend approved professional development under this clause is not cumulative from year-to-year and is not paid on termination of employment.
- 7.1.5** Professional Development will be provided as follows:
- a. Where NextSense is able to provide Professional Development internally, it will do so by offering appropriate options to its Employees;
  - b. Externally by approved providers where internal Professional Development is not available or cannot otherwise be provided by NextSense;
  - c. Externally by approved providers where a specific requirement is identified by NextSense and the Employee, consistent with the Employee's Individual Professional Development Plan; and
  - d. Where a specific requirement for Professional Development is identified by an Employee on offer by an external provider, NextSense will not unreasonably refuse approval to access Professional Development consistent with this clause. Where NextSense refuses approval for use of an external provider, NextSense will provide reasons to the Employee.
- 7.1.6** To access approved Professional Development under this clause, Employees with their Direct Line Manager, will complete the Employee's Individual Professional Development Plan each year with scheduled Professional Development activities, where available.
- a. To access Professional Development outside of the scheduled Professional Development outlined in the Employee's Individual Professional Development Plan for any given year, an Employee must apply in writing to their direct line

manager, at least four weeks before the scheduled Professional Development activity.

- b. This clause does not prevent the Direct Line Manager from approving applications that are less than four (4) weeks before the scheduled Professional Development activity.
- c. The Employee's Direct Line Manager will not unreasonably refuse an application made under this clause. Any disputes under this clause will be handled as per the process outlined in Part 12 – Disputes Procedure.

**7.1.7** Wherever possible, Professional Development should be undertaken during an Employee's ordinary hours. Where an Employee is unable to access and take appropriate Professional Development during ordinary hours, NextSense will not unreasonably refuse the Employee's access to Professional Development in accordance with this clause.

**7.1.8** Where approved Professional Development is accessed outside of an Employee's ordinary hours, NextSense and the Employee will reach agreement for the Employee to be paid or be provided with time off in lieu.

**7.1.9** The Parties will ensure that Professional Development under this clause does not impact on the ability of NextSense to deliver services and the Employee's ability to carry out their duties and where relevant, impact on the Employee's Key Performance Indicators (KPIs).

## **PART 8 – Allowances**

### **8.1 Work Related Travel**

- 8.1.1** Reimbursement for work related travel will be in accordance with NextSense Travel Policy, as varied from time to time and clauses 8.1.2 to 8.1.6.
- 8.1.2** An Employee who uses their own motor vehicle in the performance of authorised duties will be reimbursed in accordance with this clause. Authorised duties includes travel for the purposes of undertaking NextSense approved training and professional development.
- 8.1.3** The provisions of this clause will not apply to an Employee's travel between their home and their usual place of employment.
- 8.1.4** Where an Employee is required to travel from their home to a location other than their usual place of employment, the Employee is entitled to be paid **\$0.80 per kilometre** for all kilometres travelled to and from such other work locations, in accordance with NextSense Travel Policy as varied from time to time.
- 8.1.5** Any road tolls reasonably incurred by an Employee in the performance of their duty will be reimbursed by the Employer in accordance with NextSense Travel Policy as varied from time to time.
- 8.1.6** Any parking costs incurred by an Employee associated with travel will be reimbursed by the Employer in accordance with NextSense Travel Policy as varied from time to time.

### **8.2 Sole Therapist Allowance**

- 8.2.1** The sole therapist allowance is a discretionary allowance payable to positions at Band 4 of the Intervention and Allied Health Stream, where NextSense deems that the position occupant is:
- a. The only practitioner of their discipline at the site; and
  - b. Required to exercise independent professional judgement on a day-to-day basis without reasonable access to another like professional who has expertise and knowledge relevant to the sole practitioner's discipline for the purpose of providing informal consultation, assistance and advice; or
  - c. Undertaking administrative or other related responsibilities that would otherwise not be expected of a Band 4 Intervention and Allied Health Professional.
- 8.2.2** Where the criteria outlined in clause 8.2.1 above cease to apply in respect of an Employee, the allowance being paid to that Employee will be discontinued from the first full pay period from the date of the change in the circumstances giving rise to this allowance.

**8.2.3** The annual allowance is set out in Schedule B and applies pro-rata to Part-time Employees.

### **8.3 Director's Allowance**

**8.3.1** An Employee appointed to the position of a Director in a Pre-school or Kindergarten shall be paid the allowance for the position as set out in Schedule B in addition to the salary applicable to the Employee, proportionate to the Employee's ordinary hours of work.

**8.3.2** An Employee, who is a Nominated Supervisor, shall be paid an allowance when acting in a Director role as set out below:

- a. Where the Director is absent for more than ten (10) continuous work days and the Nominated Supervisor is responsible for the day-to-day management of a Pre-school or Kindergarten, the Nominated Supervisor will be paid the Director's Allowance as specified in Schedule B (proportionate to the Employee's ordinary hours of work).

### **8.4 Educational Leader's Allowance**

**8.4.1** An Employee who is appointed by NextSense to discharge the responsibilities of the educational leader under Regulation 118 of the National Regulations will be paid an Educational Leader's allowance as set out in Schedule B in addition to the salary applicable to the Employee, proportionate to the Employee's ordinary hours of work.

**8.4.2** The Educational Leader's Allowance is payable in addition to any Director's Allowance payable under clause 8.3.

### **8.5 Meal Allowance**

**8.5.1** An Employee will be supplied with an adequate meal or be paid a meal allowance as set out in Schedule B in addition to any overtime payment as follows:

- a. When work attracts overtime and overtime exceeds one (1) hour; and
- b. Provided that where such overtime work exceeds four (4) hours, a further meal allowance will be paid.

**8.5.2** Clause 8.5.1 will not apply when an Employee could reasonably return home for a meal within the meal break.

**8.5.3** Employees required to participate in NextSense approved activities and/or programs associated with approved domestic and/or international travel shall be eligible to receive reimbursement for the cost of meals, in line with NextSense Travel Policy as varied from time to time.

## **PART 9 – Leave Provisions**

### **9.1 General Leave**

**9.1.1** Unless otherwise expressly noted, this clause applies to all Employees, other than Casual Employees.

**9.1.2** General Leave entitlement for all Employees, unless otherwise expressly noted in this Agreement, consists of annual leave and additional leave during a prescribed annual Close-down Period in accordance with this clause.

#### **9.1.3 General Leave Entitlements**

##### **a. Annual Leave**

- i. Employees are entitled to four (4) weeks of paid annual leave for each year of service. An Employee's entitlement to paid annual leave accrues progressively during the year according to the Employee's ordinary hours of work, and accumulates from year to year

##### **b. Additional Leave – Close-down during Christmas/New Year Period**

- i. In any given year, NextSense will specify a temporary Close-down Period for a part, or a whole of the business during the Christmas/New Year period for a period of no less than two (2) weeks, exclusive of public holidays.
- ii. The prescribed Close-down Period would ordinarily commence up to a week prior to Christmas Day in any given year.
- iii. NextSense must give at least six (6) months' written notice of the date(s) of the Close-down Period and in the case of an Employee who commences employment within six (6) months of the Close-down Period, notice must be given on the day the Employee commences employment.
- iv. An Employee will, provided the Employee has been employed continuously for one week or more by NextSense, be entitled to paid leave to cover the prescribed Close-down Period for the Employee's ordinary working days that fall within the Close-down Period.
- v. All NextSense employees employed under this Agreement (except for Pre-school or Kindergarten Teachers) will be entitled to paid leave under this clause irrespective of whether the part of the business they work in is temporarily closed during the prescribed Close-down Period. This leave must be taken as time-in-lieu in accordance with clause 9.1.3(b)(viii).
- vi. Such leave shall not be applied against an Employee's entitlement to any other accrued leave entitlements under this Agreement or the Act.

- vii. Pre-school or Kindergarten Teachers are not entitled to the additional leave under this clause in addition to the leave arrangements outlined in clause 9.1.6.
- viii. Where NextSense requires an Employee to work on any day, other than on a public holiday, during the prescribed Close-down Period, NextSense shall give the Employee and the Employee shall take time-in-lieu, at a mutually agreed time and within the first quarter of the year.
- ix. Where NextSense requires an Employee to work on a public holiday, during the prescribed Close-down Period, the provisions in clause 9.1.10 shall apply.
- x. Paid leave under this clause does not accrue and is not payable on termination of Employment.

#### **9.1.4 Annual Leave Loading**

- a. An Employee (other than a Casual Employee) is entitled to annual leave loading of 17.5% of their ordinary rate of pay on accrued annual leave up to four (4) weeks per annum (pro-rata for Part-time Employees).
- b. Annual leave loading is to be paid when an Employee takes their annual leave.
- c. On termination of employment, annual leave loading will be paid out.
- d. An Employee who prior to the commencement of this Agreement is in receipt of an annualised salary which is inclusive of annual leave loading, does not have an entitlement under this clause to annual leave loading.
- e. An entitlement to annual leave loading applies to a maximum of four (4) weeks of accrued annual leave in any year, including in respect of any accrued annual leave entitlements prior to the commencement of this Agreement.
- f. An Employee, who prior to the commencement of this Agreement has been paid their annual leave loading in respect of an accrued annual leave entitlement, is not entitled to an additional annual leave loading payment under this clause.

#### **9.1.5 Taking of Leave for All Employees (other than Employees under the Early-Childhood (Support Staff and Teachers) Stream)**

- a. All Employees are encouraged to take their annual leave in the year it accrues.
- b. Annual leave will be taken for a period agreed between the Employee and NextSense.
- c. NextSense must not unreasonably refuse to agree to a request by an Employee to take annual leave.
- d. An Employee may elect to take their accrued annual leave entitlement at half-pay. Where an Employee elects to do so, accrued annual leave will be deducted at half the rate for the period of the absence.
- e. Where an Employee elects to be paid at half pay, for any duration of annual leave taken at half pay, statutory leave entitlements will accrue as if the Employee had utilised the amount of leave at full pay (that is, the total leave entitlement accrues over just one half of the total paid period of leave).

- f. A period of annual leave taken at half pay does not break continuity of service, however the second half of the period of leave at half pay will not count as service and service based entitlements will be adjusted accordingly.

#### **9.1.6 Taking of Leave for Employees under the Early-Childhood (Support Staff and Teachers) Stream**

- a. Pre-school or Kindergarten teachers are required to take annual leave in a consecutive period at the commencement of the school summer vacation each year unless otherwise agreed with NextSense.
- b. Annual leave must be re-credited in accordance with the Act. NextSense may direct that, in the case of a Pre-school or Kindergarten Teacher, any re-credited leave be taken during non-term weeks.
- c. Pre-school or Kindergarten Teachers are considered to be stood down with pay for the remainder of the gazetted school holidays in the state they are working.
- d. NextSense is entitled to direct Pre-school or Kindergarten Teachers to attend work during non-term time, but cannot be required to attend work for more than 205 days per teaching year. A direction to return to work during non-term time cannot occur while the Employee is on a period of annual leave.
- e. Pre-school or Kindergarten support Employees are ordinarily required to take annual leave in a consecutive period at the commencement of the school summer vacation, except where NextSense and the Employee agree in writing to the contrary.
- f. Annual leave payments on termination of a Pre-school or Kindergarten Teacher shall be made with reference to clauses 5.5 to 5.8.

#### **9.1.7 Purchase of Additional Annual Leave**

- a. An Employee may apply to enter into an agreement with NextSense to purchase up to two (2) weeks of additional annual leave in a twelve (12) month period.
- b. NextSense will not decline a request for the purchase of additional annual leave in accordance with this clause for any Employee who:
  - i. Commenced their employment with NextSense prior to the Commencement Date of this Agreement; and
  - ii. Prior to the commencement of this Agreement, was employed under the *RIDBC (Teleschool Employees) Enterprise Agreement 2016 – 2018*; or
  - iii. Prior to the commencement of this Agreement, was employed under the *RIDBC Therapy and Early Childhood Employees Agreement 2017 – 2020*; and
  - iv. Was entitled under the Industrial Instrument identified above, to eight (8) weeks annual leave.
- c. The provisions for taking annual leave outlined in clause 9.1.5 and clause 9.1.6 applies to any purchased leave.
- d. The purchased leave will be funded through the reduction in the Employee's ordinary rate of pay.

- e. To calculate the purchased leave rate of pay, the Employee's ordinary salary rate will be reduced by the number of weeks of purchased leave and then annualised at a pro-rata rate over the twelve (12) month period.
- f. Annual leave loading does not apply to any purchased leave.
- g. Any annual leave purchased under this clause by an Employee cannot be accessed at half pay.

#### **9.1.8 Cashing out of Annual Leave**

- a. By mutual consent between NextSense and the Employee, an Employee may elect to cash out their entitlement to annual leave in accordance with the procedure set out in the Act, subject to the following conditions:
  - i. the Employee must elect in writing to receive payment in lieu of an amount of annual leave on each occasion on which annual leave is cashed out; and
  - ii. after cashing out, the Employee's remaining accrued entitlement to paid annual leave must be no less than four (4) weeks; and
  - iii. the Employee must be paid at least the full amount that would have been payable to the Employee had they taken the leave that they had forgone, including any annual leave loading payable in accordance with clause 9.1.4.

#### **9.1.9 Direction to Take Annual Leave**

- a. If NextSense has genuinely tried to reach agreement with an Employee on how to reduce or eliminate excessive annual leave but agreement is not reached, NextSense can, by giving at least twelve (12) weeks' notice in writing, direct an Employee to take annual leave if the Employee has an excessive accrual, being accumulated annual leave of greater than eight (8) weeks.
- b. NextSense may give a direction in accordance with this clause in relation to any excessive annual leave accrued both before and during the life of this Agreement.
- c. A direction to take annual leave will only be given after discussions between the Employee and their Direct Line Manager have failed to reach agreement on the reduction of excessive annual leave accruals.
- d. A direction to take annual leave must not require the Employee to take any period of annual leave of less than one (1) week.
- e. Any direction to take annual leave is of no effect if it would result at any time in the Employee's remaining accrued entitlement to paid annual leave being less than six (6) weeks.

#### **9.1.10 Public Holidays**

- a. Employees are entitled to public holidays as provided for in the NES for the State or Territory in which they work which includes holidays declared or prescribed by, or under, a law of a State or Territory in which the Agreement operates, as varied from time to time.



- b. NextSense and an Employee may agree in writing, to substitute a day or part-day for a day or part-day that would otherwise be a public holiday.
- c. Annual leave is exclusive of public holidays.
- d. Employees may be requested to work on a public holiday in order to provide essential services to clients.
  - i. If an Employee is requested to, and does perform work on a public holiday, the Employee, including any casual Employee, will be paid double time and a half (250%) for all time worked at their ordinary rate of pay.
  - ii. A full-time Employee will be paid for a minimum of four (4) hours' work if required to work on a public holiday. Casual and part-time Employees will be paid for the Minimum Period of Engagement applicable to them for working on a public holiday.
  - iii. A casual Employee who is required by NextSense to work overtime on a public holiday will be paid 312.5% for all time worked at their ordinary rate of pay.
  - iv. Any payment made by NextSense under this clause is substitution for and not cumulative upon the penalties and loadings otherwise applicable to the Employee.
  - v. An Employee may refuse to work on a public holiday if the request is unreasonable or if the refusal to work is reasonable.

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

**9.2.1** This clause applies to all Employees, other than a casual Employee, unless otherwise expressly noted.

### **9.2.2 Entitlement**

- a. Employees are entitled to unlimited paid personal/carers' leave in accordance with this clause and subject to the provisions outlined in clause 9.3.
- b. An Employee shall not be entitled to paid personal/carers' leave for any period in respect of which such an Employee is entitled to workers compensation or temporary disability payments through a relevant superannuation fund insofar those payments cover the requested period of leave.
- c. In circumstances requiring absence from work, and where the Employee has been in receipt of paid personal/carers' leave for a period of consecutive and/or cumulative leave of three (3) months in any given twelve (12) month period, the provisions outlined in clause 9.3 shall apply.
- d. An Employee employed by NextSense prior to the commencement of this Agreement will have their personal/carers' leave accruals preserved as at the commencement date of this Agreement for record and reference purposes.
- e. No amount of personal/carers' leave is paid out on termination of employment.

### **9.2.3 Taking of Personal/Carer's Leave**

- a. Personal/carers' leave will be available to an Employee in accordance with the Act, when they are absent due to:

- i. personal illness or injury (sick leave); or
  - ii. to provide care or support to a member of the Employee's immediate family, or a member of the Employee's household, who requires care or support because of a personal illness or injury affecting the member (carer's leave); or
  - iii. an unexpected emergency and other unforeseen circumstances (including short notice disruptions to child-care arrangements or if immediate care is required for household pets); or
  - iv. in circumstances outlined in clauses 9.2.5 and 9.2.6.
- b. Immediate family, for the purposes of clause 9.2 is defined as:
  - i. a spouse or partner of the Employee; or
  - ii. a child or an adult child (including an adopted child, a step-child, or a foster child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the Employee or partner of the Employee;
  - iii. a relative of the Employee; or
  - iv. a person with whom the Employee has a pre-existing care relationship.
- c. Household member, for the purposes of clause 9.2 is any person who lives with the Employee.
- d. Pre-existing care relationship, for the purposes of clause 9.2 is defined as:
  - i. A person with whom the Employee has a close intimate personal relationship whether or not it is sexual in nature; or
  - ii. Any other person whom the Employee regards as being like a family member where it is reasonable to regard the other person as being like a family member, having regard to factors outlined in clause 9.2.3e.
- e. NextSense will have regard to some or all of the following factors in approving the taking of personal/carer's leave in circumstances where an Employee applies for leave in accordance with clause 9.2 and in relation to a person with whom they have a pre-existing care relationship:
  - i. The nature of the social and emotional ties between the Employee and the other person;
  - ii. The reputation of the relationship as being like family in the Employee and the other person's community;
  - iii. The duration of the relationship between the Employee and the other person;
  - iv. The frequency of contact between the Employee and the other person;
  - v. Any financial dependence or interdependence between the Employee and the other person;
  - vi. The provision of any responsibility or care between the Employee and the other person;
  - vii. In the case of a person from an Aboriginal or Torres Strait Islander background, whether the relationship is between the Employee and a member of their extended family, or kin of the Employee or the Employee's partner's kin according to the Indigenous kinship system of that person's culture; and

- viii. Any other reasonable information the Employee provides, where requested by NextSense.

#### **9.2.4 Notice and Evidence Requirements**

- a. When an Employee is unable to attend work due to illness, the Employee must, where reasonable, contact their Direct Line Manager prior to or at the normal starting time on the day of absence or as soon as practicable. An Employee should advise the estimated period of the absence.
- b. NextSense may request documented evidence as permitted under the Act, where:
  - i. an Employee is absent for a consecutive period of more than two (2) days;
  - ii. where the absence falls on a day preceding or following a weekend or a public holiday; or
  - iii. where there are other emerging patterns or concerns relating to an Employee's access to leave under this clause.
- c. Where evidence is requested, it may be via statutory declaration or a certificate of a registered health practitioner.
- d. Where it appears to the Direct Line Manager that a pattern of absences is emerging for an Employee, for example absences which occur either immediately prior to, or post, a public holiday or weekend, or where there have been unexplained or unreasonable absences, the Direct Line Manager may raise the issue with the Employee and together, they will appropriately address the matter.
- e. In circumstances where there are emerging patterns or concerns relating to an Employee's access to leave under this clause for reasons of personal illness or injury, NextSense may require the Employee to:
  - i. provide evidence, including a medical certificate from a doctor, as to the nature and genuineness of the illness or injury;
  - ii. properly participate in an appropriate return to work program, devised in consultation with a medical practitioner;
  - iii. participate in an examination by an independent medical practitioner at the reasonable direction and expense of NextSense; and
  - iv. consent to the independent medical practitioner disclosing any report arising from a medical examination in so far as it relates to the Employee's fitness and capacity for work.

#### **9.2.5 Preventative and Planned Health Appointments**

- a. With prior approval from NextSense, an Employee may access their entitlement to paid personal/carer's leave for preventative and planned health appointments which have been made with or recommended by a registered medical practitioner.
- b. The use of personal/carer's leave for preventative and planned health appointments is conditional on the Employee:

- i. wherever possible, making reasonable attempts to organise the preventative and planned health appointment outside of the Employee's ordinary work hours;
- ii. consulting with their Direct Line Manager about their intention to take personal/carers leave for a preventative and planned health appointment in order to enable scheduling of the appointment at a mutually convenient time which minimises disruption to business needs;
- iii. notifying their Direct Line Manager no less than two (2) weeks in advance, or as soon as reasonably practicable, of the date, time and expected duration of the planned and preventative health appointment; and
- iv. supplying evidence (such as a certificate of attendance or a satisfactory statutory declaration), if requested by their Direct Line Manager or other person authorised by NextSense.

### **9.2.6 Circumstances Arising due to Family and Domestic Violence**

- a. An Employee may access their entitlement to paid personal/carer's leave if:
  - i. the Employee is experiencing family and domestic violence; and
  - ii. the Employee needs to do something to deal with the impact of the family and domestic violence; and
  - iii. it is impractical for the Employee to do that thing outside the Employee's ordinary hours of work.
- b. For the purposes of this clause, family and domestic violence is behaviour by a family member of the Employee if that behaviour is:
  - i. physically or sexually abusive; or
  - ii. emotionally or psychologically abusive; or
  - iii. economically abusive; or
  - iv. threatening; or
  - v. coercive; or
  - vi. in any other way controlling or dominating of the family member and causes that family member to feel fear for the safety or wellbeing or that family member or another person.
- c. For the purposes of this clause and clause 9.2.7c, a family member means:
  - i. immediate family as defined in clause 9.2.3b; or
  - ii. a person who has, or has had, an intimate personal relationship with the Employee; or
  - iii. any other person whom the Employee reasonably regards or regarded as being like a family member.
- d. An Employee wishing to access personal/carer's leave for circumstances outlined under this clause must, if requested by NextSense, comply with the evidence and notice requirements relating to unpaid family and domestic violence leave set out in the Act. This may include documents issued by a statutory body such as the Court or the Police and/or other reasonable documentation including but not limited to a statutory declaration.

- e. NextSense acknowledges and recognises that any information about an Employee's experience of family and domestic violence is sensitive and is conscious of ensuring the wellbeing and safety of the Employee.
  - i. NextSense will take reasonable steps to keep any information about the Employee and the Employee's situation confidential when it is received as part of an application for leave under this clause.
  - ii. NextSense is not prevented from disclosing the information if it is required by law or is necessary to protect the life, health and safety of the Employee or another person.

### **9.2.7 Leave for Casual Employees**

- a. A Casual Employee is entitled to two (2) days of unpaid carer's leave for each occasion when a member of the casual Employee's immediate family, or a member of the Casual Employee's household, requires care or support because of:
  - i. a personal illness or injury, affecting the member; or
  - ii. an unexpected emergency affecting the member.
- b. A Casual Employee is entitled to two (2) days of unpaid compassionate leave for circumstances outlined in clause 9.4.2.
- c. A Casual Employee is entitled to five (5) days of paid leave in circumstances arising due to family and domestic violence.
- d. NextSense must not fail to re-engage a casual Employee because the Employee accessed entitlements provided by this clause. The rights of NextSense to engage or not to engage a casual Employee are otherwise not affected.

## **9.3 Temporary Absence – Personal Illness or Injury**

- 9.3.1** In circumstances where an Employee's absence from work extends for more than three (3) months in any given 12-month period (consecutive and/or cumulative) for reasons of personal illness or injury, the provisions in this clause will apply.
- 9.3.2** The Employer may exercise its right to undertake a fitness for work assessment, at its cost, to determine the Employee's long-term fitness for work and prognosis for return to work.
- 9.3.3** Where the fitness for work assessment indicates that the Employee, for reason of personal illness or injury, does not have reasonable prognosis for long-term fitness to work, NextSense may, with four (4) weeks' notice from the date of the outcome of the fitness for work assessment, discontinue an Employee's access to paid personal/carer's leave. The Employee will cease to be entitled to paid personal/carer's leave pursuant to clause 9.2 at the conclusion of the notice period.
- 9.3.4** Prior to NextSense making a decision to cease an Employee's entitlement to paid personal/carer's leave under this clause, NextSense will take into consideration

any leave balances for an Employee recorded prior to the commencement of this Agreement pursuant to clause 9.2.2(d). Where the Employee's recorded accruals prior to the commencement of this Agreement is greater than three (3) months, the amount greater than three (3) months, will also be made available for access to the Employee prior to NextSense making any decision to cease an Employee's entitlement to paid personal/carer's leave.

**9.3.5** This clause will not disadvantage any Employee from any entitlement they otherwise would receive under the National Employment Standards or the relevant Modern Award.

## **9.4 Compassionate Leave**

### **9.4.1 Entitlement**

- a. All Employees are entitled to compassionate leave in accordance with the minimum entitlements under the Act.
- b. An Employee, other than a Casual Employee, is entitled to paid compassionate leave of three (3) days per occasion for circumstances outlined in clause 9.4.2.

### **9.4.2 Taking Compassionate Leave**

- a. An Employee may access compassionate leave where a member of the Employee's immediate family or a member of the employee's household, as defined in clause 9.2.3b and clause 9.2.3c, or a person of very significant emotional connection to the Employee, or a household pet:
  - i. contracts or develops a personal illness that poses a serious threat to their life; or
  - ii. sustains a personal injury that poses a serious threat to their life; or
  - iii. dies.
- b. An Employee may take compassionate leave for the purposes of:
  - i. spending time with a member of the Employee's immediate family or household, or a person of very significant emotional connection to the Employee, or a household pet who has contracted or developed a personal illness, or sustained a personal injury, that poses a serious threat to their life; or
  - ii. after the death of the member of the Employee's immediate family or household or person of very significant emotional connection to the Employee or a household pet.
- c. An Employee may take compassionate leave for a permissible occasion as:
  - i. a single continuous three (3) day period; or
  - ii. three (3) separate periods of one (1) day each; or
  - iii. any separate periods to which the Employee and NextSense agree.
- d. NextSense may, at its discretion, grant additional compassionate leave (either paid or unpaid) on compassionate grounds. Any decision to approve additional compassionate leave to an Employee is within the discretion of NextSense.

- e. Where requested, the Employee must give NextSense evidence that would satisfy a reasonable person that the leave is taken for a permissible occasion in circumstances specified in this clause.

## **9.5 Long Service Leave**

### **9.5.1 General Provisions**

- a. Where an applicable Commonwealth, State or Territory legislation provides a more favourable entitlement, it will apply over the terms of this Agreement, to the extent of any inconsistency. The applicable legislation, as amended from time to time, is listed below:
  - i. *Long Service Leave Act 1955* (NSW);
  - ii. *Long Service Leave Act 2018* (VIC);
  - iii. *Long Service Leave Act 1981* (NT);
  - iv. *Long Service Leave Act 1976* (ACT);
  - v. *Industrial Relations Act 2016* (QLD); or
  - vi. The National Employment Standards under the Act; or
  - vii. any other applicable legislation, as amended from time to time, pertaining to long service leave in a state or territory of Australia in which NextSense operates.
- b. Long service leave accrued by the Employee will normally be taken at the Employee's current full time equivalent (FTE)/weekly hours at the time of taking the long service leave, unless otherwise agreed between the Employee and NextSense.
- c. A period of long service leave is exclusive of a public holiday falling within it.
- d. For the avoidance of doubt, any long service leave which has accrued under the previous industrial instruments will be recognised by NextSense. The new rate of accrual will be in accordance with the provisions of this Agreement and from its Commencement Date.

### **9.5.2 Entitlement**

- a. All Employees will, from the Commencement Date, accrue long service leave as follows:
  - i. 1.05 weeks per year up to ten (10) years; and
  - ii. 1.5 weeks per year, or proportion of a year, after ten (10) years' service.

### **9.5.3 Conditions of Taking Leave**

- a. The general conditions of taking leave are in accordance with the State or Territory legislation of the primary location of work for an Employee, or the conditions of an Employee's entitlements under the National Employment Standards under the Act where they are more advantageous than the state or territory legislation of the primary location of work for an Employee.
- b. In addition to the conditions in the legislation, the following will apply pursuant to this Agreement, where it is not detrimental to an Employee when compared to the relevant Commonwealth, State or Territory Legislation:

- i. Where an Employee has become entitled to long service leave in respect of the Employee's service with NextSense, the Employee shall take the leave as soon as practicable having regard to the needs of NextSense and the Employee.
- ii. Unless NextSense otherwise agrees the Employee shall give not less than ten (10) weeks' notice of the Employee's wish to take leave.
- iii. NextSense shall give the Employee not less than ten (10) weeks' notice of any requirement that such leave be taken.
- iv. An Employee may request to take long service leave at half pay and NextSense may approve such request.
- v. Where an employee elects to be paid at half pay, for any duration of long service leave taken at half pay, statutory leave entitlements will accrue as if the Employee had utilised the amount of leave at full pay (that is, the total leave entitlement accrues over just one half of the total paid period of leave).
- vi. A period of long service leave taken at half pay does not break continuity of service, however the second half of the period of leave at half pay will not count as service and service based entitlements will be adjusted accordingly.
- vii. Where an Employee who is a Pre-school or Kindergarten Teacher is entitled to an amount of long service leave, the Employee is encouraged to take their leave in whole term blocks. Where an Employee's accrued leave is in excess of a Pre-school or Kindergarten term the Employee may elect not to take that part of the long service leave which is in excess of a term [the deferred leave], until such time as the employee accumulates further entitlements which when taken together with the deferred leave enables long service leave to be taken for a whole term.

## **9.6 Community Service Leave**

### **9.6.1 Entitlement**

- a. All Employees are entitled to community service leave in accordance with the minimum entitlements under the Act, unless greater entitlements are otherwise expressly provided for under this clause.
- b. An Employee who is a member of the Australian Military Reserve or other Australian Military Forces will be granted unpaid leave for the purpose of attending any compulsory camp or posting.
- c. Any additional paid leave entitlements outlined in this clause are non-cumulative and are not paid on termination of employment.

### **9.6.2 Volunteer Day Leave**

- a. All Employees, other than a casual Employee, are entitled to one (1) day paid leave each year, on application and approval by NextSense to use for participation in a community volunteering activity.



### **9.6.3 Jury Service**

- a. Where an applicable Commonwealth, State or Territory legislation provides a more favourable entitlement, it will apply over the terms of this Agreement, to the extent of any inconsistency.
- b. An Employee, other than a Casual Employee, who is required to attend jury service during ordinary working hours will be provided with paid leave for this purpose to a maximum of twenty (20) days in total in each year.
- c. The Employee shall notify NextSense of the date they are required to attend for jury service as soon as possible and provide NextSense with:
  - i. a copy the summons to attend jury duty;
  - ii. the estimated duration of attendance; and
  - iii. the amount received, or due to be received in respect of such jury service.
- d. The Employee will be required to reimburse to NextSense any monies payable to the Employee for such attendance (excluding reimbursement of expenses) which required the Employee's absence from work.
- e. Where reasonable, Employees who are not required to attend jury service for a complete day are to attend work for the balance of their working day.

### **9.7 Emergency Disaster Leave**

- 9.7.1** The parties to this Agreement recognise the importance of provision of essential services to the community.
- 9.7.2** Employees will assist with keeping NextSense services open to support clients, students and families as far as is feasible and safe to do so. Employees will attend work unless prevented by circumstances outlined in this clause, or if they are otherwise on approved leave.
- 9.7.3** An Employee, other than a Casual Employee, who is unable or prevented from attending work because of a declared natural disaster, or as a result of a public health order and cannot work remotely will be granted a maximum of three (3) days' paid leave per calendar year in the following circumstances:
  - a. the Employee must remain at home because transport services and facilities are disrupted or discontinued and they are not able to reach a place of work in a timely or safe manner; or
  - b. the Employee is away from their usual residence and is unavoidably delayed in returning to work due to identified and specific disruptions to transport services and facilities; or
  - c. the Employee is required to leave work early and return home to ensure their personal safety, the safety of their family or the protection of their property or because the availability of transport services and facilities may be disrupted or discontinued; or
  - d. the Employee must remain at home to have essential temporary repairs effected, restore or replace essential belongings, complete necessary clean-up for safety or to enable occupation of residence; or

- e. the Employee does not have the facilities to work remotely in circumstances where a public health order restricts travelling into the Employee's ordinary place of employment.

**9.7.4** NextSense may require an Employee to provide satisfactory evidence of the circumstances outlined in clause 9.7.3.

**9.7.5** The Employee will advise NextSense as soon as possible of their intention to apply for leave pursuant to this clause, the expected duration and the reason for absence.

**9.7.6** If a natural disaster is declared retrospectively and an Employee has already taken other leave because of that declared natural disaster in the circumstances outlined in clause 9.7.3, the Employee may apply for that other leave (including any unpaid leave) to be converted to paid emergency disaster leave up to a maximum of three (3) days per calendar year.

**9.7.7** For the purposes of this clause, the Employee's 'home' means the Employee's principal place of residence only.

**9.7.8** NextSense may, at its discretion, grant additional emergency disaster leave (either paid or unpaid). Any decision to approve or cease additional emergency disaster leave to an Employee is within the complete discretion of NextSense and there is no obligation on NextSense to provide additional leave.

**9.7.9** An Employee, other than a casual Employee, who is impacted by a natural disaster (whether declared or not) may be entitled to apply for paid personal/carer's leave under clause 9.2 of this Agreement.

- a. An Employee who is unable to or prevented from attending work because of floods, severe storms, bushfires or other natural emergencies in circumstances outlined in clause 9.7.3 and cannot work remotely will be considered to be affected by an unexpected personal emergency for the purposes of clause 9.2.3iii.
- b. For clarity, personal/carer's leave cannot be taken concurrently with paid emergency disaster leave.

## **9.8 Career Break Leave**

**9.8.1** Upon application and approval by NextSense, all Employees, other than a casual Employee, who have completed at least five (5) years of continuous service with NextSense, will be entitled to leave without pay to:

- a. pursue alternate career opportunities, insofar that it does not present as a conflict of interest (perceived or actual) to the work the Employee ordinarily performs for NextSense; or
- b. work in an overseas volunteer program approved by NextSense; or
- c. take a prolonged break of at least one (1) year from NextSense for other personal reasons, otherwise not captured within any other leave entitlement under this Agreement.

**9.8.2** The leave will ordinarily be granted for one (1) year but may be granted for up to two (2) years if requested by the Employee and agreed to by NextSense.

**9.8.3** NextSense may in its discretion refuse an Employee's application on reasonable business grounds.

**9.8.4** Career break leave will not break continuity of service but does not count as service with NextSense for the purpose of long service leave or any other accrued entitlements.

## **9.9 Unpaid Leave in Special Circumstances**

**9.9.1** NextSense may grant an Employee unpaid leave in special circumstances.

**9.9.2** Each request under this clause will be considered on merit and will be subject to approval by NextSense.

**9.9.3** NextSense reserves the right to refuse an Employee's request for unpaid leave.

**9.9.4** Any time taken as unpaid leave will not break an Employee's period of service with NextSense but periods longer than three (3) months will not count as service with NextSense for the purpose of long service leave or any other accrued entitlements.

## **9.10 Parental Leave**

### **9.10.1 General Provisions**

- a. Except as varied by this clause, all other entitlements and requirements relating to parental leave under the Act apply.
- b. All periods of paid parental leave will count as service for the purposes of this Agreement, the Act and any other statutory entitlement.
- c. Periods of unpaid parental leave will not break an Employee's continuous service, but will not count towards an Employee's length of continuous service.
- d. The minimum entitlement to parental leave under the Act is up to twelve (12) months' unpaid parental leave at the time of birth or adoption.
- e. By way of summary, an Employee is entitled to the minimum entitlement to parental leave under the Act if they are a:
  - i. permanent Employee, with a minimum of twelve (12) months' continuous service immediately before the birth or adoption of a child; or
  - ii. casual Employee, who has been engaged on a regular and systematic basis for a period of twelve (12) months.
- f. NextSense must not fail to re-engage a Regular Casual Employee because:
  - i. the Employee or the Employee's spouse/partner is pregnant; or
  - ii. the Employee is or has been immediately absent on parental leave.

- g. For the purposes of this clause, a Regular Casual Employee means an Employee who works for NextSense on a regular and systematic basis and who has a reasonable expectation of on-going employment on that basis. The rights of NextSense in relation to engagement and re-engagement of Casual Employees are not affected, other than in accordance with this clause.
- h. An Employee shall be required to give notice of the intention to take leave and shall provide other notice and documentation consistent with the provisions of the Act, subject to any specific provisions outlined in this clause.
- i. An Employee eligible for paid parental leave entitlement under this Agreement can apply for their entitlement to paid leave under either clause 9.10.2 or clause 9.10.3, but not both, for the same child.
- j. NextSense will pay an Employee accessing paid parental leave entitlements under this clause superannuation in accordance with clause 5.2.

#### **9.10.2 Entitlement to Paid Parental Leave (Primary Carer)**

- a. An Employee will be entitled to take paid parental leave in accordance with this clause if:
  - i. they have an entitlement to parental leave under the Act; and
  - ii. they will be the primary person responsible for the care of the child from the child's date of birth (being birth-related leave under the Act) or, in the case of adoption (being adoption-related leave under the Act) from the child's date of placement with the Employee.
- b. Paid parental leave under this clause will be for fourteen (14) weeks in a single continuous period at the rate of pay the Employee would have received, if the Employee had not taken parental leave.
- c. If an Employee's pregnancy is terminated other than by the birth of a living child less than twenty (20) weeks before the anticipated date of birth, the Employee is entitled to the payment up to a maximum of fourteen (14) weeks, while they remain on leave.
- d. Paid parental leave will commence no earlier than ten (10) weeks prior to the expected date of birth, or in the case of adoption, from the date of the child's placement with the Employee.
  - i. Where an Employee who is pregnant continues to work within the six (6) weeks period immediately prior to the expected date of birth NextSense may require the Employee to provide a medical certificate stating that the Employee is fit to perform their normal duties.
- e. An Employee must provide NextSense with written notice at least ten (10) weeks' prior to the date the Employee intends to commence taking leave, specifying the intended start and end dates of the leave, unless it is not possible to do so.
  - i. An Employee may vary the dates of the intended leave, provided the variation of dates is confirmed in writing no later than four (4) weeks' prior to the commencement of the leave.
  - ii. An Employee will not be in breach of this clause if it is not practicable for the Employee to give the stipulated notice.

#### **9.10.3 Entitlement to Parental Leave (Secondary Carer)**

- a. An Employee who is entitled to parental leave under the Act but is not the primary person responsible for the care of the child, will be entitled to six (6) weeks of paid parental leave.
- b. Paid parental leave for the secondary carer may be taken at any time:
  - i. within the first twelve (12) months of the birth or placement of the child; or
  - ii. earlier than the birth or placement of the child with approval from NextSense.
- c. Paid parental leave under this clause is not required to be taken in one continuous block.
- d. The Employee must give a minimum of four weeks' written notice of the dates on which the Employee proposes to start and end the period of parental leave. The proposed dates may be varied by further written notice, subject to the provisions of clause 9.10.3.b.

#### **9.10.4 Payment of Parental Leave**

- a. An Employee may elect to be paid during the period of paid leave in accordance with the usual payment schedule, or as a lump sum payment in advance or at half pay.
  - i. Where the Employee elects to a lump sum payment in advance, they must provide at least one month's notice of intention; and
  - ii. Where an Employee elects to be paid at half pay, they shall receive half pay for double the period of their paid leave entitlement.
- b. Where an employee elects to be paid at half pay, for any duration of paid parental leave taken at half pay, statutory leave entitlements will accrue as if the Employee had utilised the amount of leave at full pay (that is, the total leave entitlement accrues over just one half of the total paid period of leave).
- c. A period of paid parental leave taken at half pay does not break continuity of service, however the second half of the period of leave at half pay will not count as service and service based entitlements will be adjusted accordingly.
- d. An Employee may, in lieu of or in conjunction with paid parental leave, access any annual leave or long service leave entitlements which they have accrued subject to the total amount not exceeding twenty-four (24) months.

#### **9.10.5 Extending parental leave**

- a. An Employee on an initial period of parental leave of less than fifty-two (52) weeks, may extend their period of parental leave up to the full fifty-two (52) weeks entitlement (inclusive of paid leave entitlements).
- b. The Employee must notify NextSense in writing and at least four (4) weeks before the changed leave arrangements. The notice must specify the new end date of the parental leave.
- c. An Employee may extend their period of unpaid parental leave for a further twelve (12) months leave up to twenty-four (24) months in total.

### **Right to request extension beyond initial fifty-two (52) weeks period**

- d. An Employee may request an extension of unpaid parental leave for a further period of up to fifty-two (52) weeks.
- e. The Employee's request must be made in writing to NextSense and at least four (4) weeks before the end of the current parental leave period.
- f. NextSense will consider the request having regard to the Employee's circumstances and may only refuse the request on reasonable business grounds.
- g. NextSense must give a written response to the request as soon as practicable, and no later than twenty-one (21) days after the request is made.
- h. Any further period of leave must be by agreement.

#### **9.10.6 Returning to work**

- a. At least seven (7) weeks prior to the date upon which the Employee is due to return to work from parental leave, the Employee will confirm the date of their return to work and notify NextSense in writing whether they intend to return to work part-time.
- b. The Employee will be entitled to the position which they held immediately before proceeding on parental leave, 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.
- c. NextSense will provide a written response as soon as reasonably practicable and no later than twenty-one (21) days after the request was made. Where NextSense refuses a request on reasonable business grounds, it must provide details of the reasons for the refusal.
- d. The Employee can dispute any decision using the dispute resolution procedure in accordance with Part 12 – Disputes Procedures.

#### **Agreement to be in writing**

- e. An agreement reached between an Employee and NextSense to return to work part-time must be recorded as a temporary variation to the Employee's employment contract. A copy of the variation will be given to the Employee.
- f. NextSense will not offer, propose or require an Employee who makes a request under this clause to sign a new or replacement employment contract, or through any other means change the Employee's employment status.

#### **9.10.7 Transfer To A Safe Job**

- a. Where an Employee is pregnant and provides evidence that would satisfy a reasonable person that she is fit for work but it is inadvisable for the Employee to continue in her present position for a stated period (the risk period) because of:
  - i. illness or risks arising out of the pregnancy, or
  - ii. hazards connected with the position,

the Employee must be transferred to an appropriate safe job if one is available for the risk period, with no other change to the Employee's terms and conditions of employment.

- b. Where no appropriate safe job exists or where a reduction in hours is not practicable or agreed, the employee is entitled to take paid 'no safe job leave', at the employee's current rate of pay for their ordinary hours of work for the risk period.
- c. The entitlement to paid 'no safe job' leave is in addition to any other leave entitlement the employee has.

#### **9.10.8 Communication during Parental Leave**

- a. Where an Employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, NextSense shall take reasonable steps to:
  - i. make information available in relation to any significant effect the change will have on the status or responsibility level of the position the Employee held before commencing parental leave; and
  - ii. provide an opportunity for the Employee to discuss any significant effect the change will have on the status or responsibility level of the position the Employee held before commencing parental leave.
- b. The Employee shall take reasonable steps to inform NextSense about any significant matter that will affect the Employee's decision regarding the duration of parental leave to be taken, whether the Employee intends to return to work and whether the Employee intends to request to return to work on a part-time basis.
- c. The Employee shall notify NextSense of changes of address or other contact details that might affect NextSense's ability to communicate with the Employee whilst they are on leave.

## **PART 10 – Termination of Employment**

### **10.1 Notice of Termination by NextSense**

- 10.1.1** In order to terminate the employment of a Full-time or Part-time Employee, NextSense shall provide four (4) weeks' notice.
- a. For Teachers employed in a NextSense Pre-school or Kindergarten, payment on termination of an Employee shall be made with reference to clauses 5.5 to 5.8. NextSense shall provide four (4) school term weeks' notice, provided that such four (4) weeks' notice shall expire within the school term during which it is given and shall expire either at the end of the said school term, or at least two (2) weeks before the end of the said school term.
  - b. Where there is a contract of employment between NextSense and an Employee prescribing a notice period for termination of contract, the greater period of notice between the contract of employment and this Agreement shall apply.
- 10.1.2** In order to terminate the employment of an Employee during the Qualifying Period, NextSense shall provide one (1) weeks' notice.
- 10.1.3** In addition to this notice, Employees over forty-five (45) years of age at the time of giving such notice with not less than two (2) years of continuous service, shall be entitled to an additional week's notice.
- 10.1.4** Payment in lieu of notice will be made if the appropriate notice period (or part thereof) is not required to be worked, at the absolute discretion of NextSense.
- 10.1.5** In calculating any payment in lieu of notice, the wages an Employee would have received in respect of the ordinary time they would have worked during the period of notice had their employment not been terminated, will be paid.
- 10.1.6** The notice period provided above, shall not apply in the case of:
- a. termination because of serious misconduct;
  - b. Casual Employees;
  - c. redundancy (which is dealt with under clause 11.4); or
  - d. persons engaged on a fixed term contract.

### **10.2 Notice of Termination by an Employee**

- 10.2.1** Notice of termination required to be given by an Employee is the same as that required of NextSense, except there is no requirement on the Employee to give an additional weeks' notice based on the age of the Employee concerned.
- a. For Teachers employed in a NextSense Pre-school or Kindergarten, the Teacher shall provide four (4) school term weeks' notice provided that such four (4) weeks' notice shall expire within the school term during which it is



given and shall expire either at the end of the said school term or at least two (2) weeks before the end of the said school term.

- b. Where there is a contract of employment between NextSense and an Employee prescribing a notice period for termination of contract, the greater period of notice between the contract of employment and this Agreement shall apply.

**10.2.2** If the Employee fails to give the required notice, NextSense can deduct from their final pay an amount equivalent to the ordinary rate for the period of notice not given, but that is no more than one week's wages.

**10.2.3** The notice period may be waived by NextSense or varied by agreement in extenuating circumstances.

### **10.3 Time off During Notice Period**

**10.3.1** Where NextSense has given notice of termination to an Employee, the Employee shall be allowed up to one (1) day's time off without loss of pay for the purpose of seeking other employment. The time off shall be taken at a time that is mutually convenient to the Employee and NextSense.

### **10.4 Monies Withheld**

**10.4.1** Pursuant to the requirements under the Act regarding deductions, if upon termination of an Employee's employment the Employee owes any money to NextSense, or any related entity, (including as a result of any overpayments made to the Employee), with the written consent of the Employee that amount may be offset against any payments, other than payments in relation to statutory entitlements owed, that NextSense is obliged to make to the Employee.

### **10.5 Statement of Service for Employees**

**10.5.1** NextSense shall, upon receipt of the request from an Employee whose employment has been terminated, provide to the Employee a written statement setting out the length of service, the role(s) held and type of employment.

### **10.6 Abandonment of Employment**

**10.6.1** An Employee who has been absent from work without approval for a continuous period of five (5) working days will be presumed to have abandoned their employment. During the period of unauthorised absence NextSense will take all reasonable steps to contact the Employee, including sending a registered letter to their last known address to ascertain the reasons for their non-attendance.

**10.6.2** If the Employee has failed to resume duties after a period of ten (10) working days, unless for unforeseen circumstances from their last attendance, and has not been granted authorised leave of absence, their employment will be deemed to have been abandoned and therefore terminated.

# **PART 11 - Organisational Change and Redundancy**

## **11.1 Consultation**

**11.1.1** This clause applies if NextSense:

- 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; and
- b. Proposes to introduce a change to the regular roster or ordinary hours of work of Employees.

**11.1.2** A reference to relevant Employee(s), means the Employee(s) who may be affected by a change referred to in this Part.

## **11.2 Consultation about Major Change**

**11.2.1** For a major change referred to in clause 11.1.1.a:

- a. NextSense must notify the relevant Employees and Union(s) of the decision to introduce the major change; and
- b. Clauses 11.2.2 to 11.2.8 apply.

**11.2.2** The relevant Employees may appoint a representative for the purposes of the procedures in this clause 11.2.

**11.2.3** If:

- a. A relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
- b. The Employee or Employees advise NextSense of the identity of the representative;

NextSense must recognise the representative.

**11.2.4** As soon as practicable after making its decision, NextSense must:

- a. Discuss with the relevant Employees and Union(s); the introduction of the change, the effect the change is likely to have on the Employees; and measures NextSense 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; all relevant information about the change including the nature of the change proposed, information about the expected effects of the change on the Employees; and any other matters likely to affect the Employees.

**11.2.5** However, NextSense is not required to disclose confidential or commercially sensitive information to the relevant Employees and Union(s).

**11.2.6** NextSense must give prompt and genuine consideration to matters raised about the major change by the relevant Employees and Union(s).

**11.2.7** If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of NextSense, the requirements set out in clause 11.2 are taken not to apply.

**11.2.8** In this clause 11.2, a major change is likely to have a significant effect on Employees if it includes termination of employment, major changes in the composition, operation or size of NextSense's workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure, the alteration of hours of work, the need for retraining or transfer of Employees to other work or locations and the restructuring of jobs.

### **11.3 Consultation about Changes to Rosters or Hours of Work**

**11.3.1** For a change referred to in clause 11.1.1.b:

- a. NextSense must notify the relevant Employees of the proposed change; and
- b. Clauses 11.3.2 to 11.3.6 apply.

**11.3.2** The relevant Employees may appoint a representative for the purposes of the procedures in this term.

**11.3.3** If:

- a. A relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
- b. The Employee or Employees advise NextSense of the identity of the representative;

NextSense must recognise the representative.

**11.3.4** As soon as practicable after proposing to introduce the change, NextSense must:

- a. Discuss with the relevant Employees the introduction of the change; and
- b. For the purposes of the discussion, provide to the relevant Employees; all relevant information about the change, including the nature of the change, information about what NextSense reasonably believes will be the effect of the change on the Employees, and information about any other matters that NextSense 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).

**11.3.5** However, NextSense is not required to disclose confidential or commercially sensitive information to the relevant Employees.

**11.3.6** NextSense must give prompt and genuine consideration to matters raised about the change by the relevant Employees.

## **11.4 Redundancy**

**11.4.1** This clause supplements the NES and deals with redundancy.

**11.4.2** This clause shall not apply:

- a. Where employment is terminated as a consequence of conduct that justifies summary dismissal in accordance with the Act;
- b. To a Casual Employee;
- c. To a Temporary Employee employed by NextSense pursuant to clause 2.8; or
- d. Where the Employee's employment is terminated due to the ordinary and customary turnover of labour.

### **11.4.3 Discussions Before Terminations**

- a. Where NextSense has made a definite decision that it no longer requires the job the Employee has been doing to be done by anyone and that the decision will lead to the termination of employment, NextSense shall hold discussions with the Employees directly affected and, where relevant, their representative(s) or Unions(s).
- b. Where NextSense has made a definite decision to reduce an Employee's hours, without their consent, by more than 25%, NextSense, may at its discretion, treat the reduction of hours, under the provisions of this clause.
- c. The discussions shall take place as soon as practicable after NextSense has made a definite decision under this clause. Discussions shall cover, among other things, any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any termination on the Employees concerned.
- d. For the purpose of the discussion NextSense shall, as soon as practicable, provide to the Employees concerned and if requested by the Employee, any nominated Employee representative, all relevant information about the proposed termination/s.
- e. This information shall be provided as soon as practicable after NextSense has made a decision under this clause, provided that NextSense shall not be required to disclose confidential or commercially sensitive information.

### **11.4.4 Notice Period for Redundancy**

- a. NextSense must give an Employee notice of termination of employment or payment instead of notice as follows:

<b>Period of Continuous Service</b>	<b>Minimum Notice Period</b>
1 year or less	1 week
More than 1 year – 3 years	2 weeks
More than 3 years – 5 years	3 weeks
More than 5 years	4 weeks

- b. Employees over forty-five (45) years old who have completed at least two (2) years of service when they receive notice are given an additional week of notice.
- c. Payment in lieu of the notice period outlined above shall be made if the appropriate notice period is not given, provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

**11.4.5 Redundancy Pay**

- a. On termination of employment due to role redundancy, in addition to the notice period prescribed in clause 11.4.4, permanent Employees will be entitled to the following amounts of redundancy pay in respect of their continuous period of service:

<b>Years of service</b>	<b>Entitlement &lt;45 years of age</b>	<b>Entitlement &gt;45 years of age</b>
Less than 1 year	Nil	Nil
1 year and less than 2 years	4 weeks	5 weeks
2 years and less than 3 years	7 weeks	8.75 weeks
3 years and less than 4 years	10 weeks	12.5 weeks
4 years and less than 5 years	12 weeks	15 weeks
5 years and less than 6 years	14 weeks	17.5 weeks
6 years and over	16 weeks	20 weeks

**11.4.6 Leaving During the Notice Period**

- a. An Employee who has been given formal notice of redundancy may choose to resign prior to the specified date and shall be entitled to the same benefits and payments under this clause had the Employee remained with NextSense including notice.
- b. If an Employee terminates their employment during the notice period, their effective date of termination will be the last day the Employee attended work.

**11.4.7 If an Employee Accepts a Transfer to Lower Paid Duties**

- a. Where an Employee is offered and accepts transfer to lower paid duties by reason of redundancy, the same period of notice must be given as the Employee would have been entitled to under clause 11.4.4 if the employment had been terminated.
- b. NextSense may, with the consent of the Employee, make payment, which may include superannuation, allowances, and any other penalties, instead of an amount equal to the difference between the former ordinary time rate of pay and the new ordinary time rate of pay for the number of weeks of notice still owing.

#### **11.4.8 Job Search Entitlement**

- a. An Employee whose employment is to be terminated due to redundancy is entitled to up to one (1) day's time off during each week of the notice period, to a maximum of five (5) weeks, without loss of pay for the purpose of seeking other employment.
- b. If an Employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the Employee shall, at the request of NextSense, be required to produce proof, including but not limited to by statutory declaration, that the time was utilised for the purpose of seeking other employment.

#### **11.4.9 Employees with Less than One (1) Year of Service**

- a. In accordance with the Act, clause 11.4.5.a shall not apply to an Employee with less than one (1) year's continuous service.
- b. The general obligation on NextSense should be no more than to give relevant Employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the Employees of suitable alternative employment.

## PART 12 - Disputes Procedure

### 12.1 General

- 12.1.1** NextSense is committed to fostering good relations amongst Employees and between Employees and management. NextSense acknowledges that the enjoyment Employees experience in their job is reflected in how well Employees work and how well Employees relate to their colleagues and clients.
- 12.1.2** NextSense also acknowledges that problems or issues can arise at work that may sometimes cause Employees to feel aggrieved
- 12.1.3** The purpose of this clause is to allow Employees to have such problems or grievances, addressed in a timely and confidential manner.
- 12.1.4** Subject to the provisions of the Act, all grievances, claims or disputes in relation to matters arising under this Agreement or the NES shall be dealt with in the manner described in Part 12 of this Agreement. The dispute resolution procedure will also apply in relation to requests for a flexible working arrangement and for additional parental leave, including capacity for such disputes to be dealt with by the Fair Work Commission by mediation, conciliation, expressing an opinion, making a recommendation, arbitration and making a determination that is binding on the parties.

### 12.2 How will an Issue be Handled?

- 12.2.1** All disputes and grievances arising under this Agreement or in relation to the NES will, as far as practical, be resolved through discussions between NextSense and the Employee with their representative, if chosen.
- 12.2.2** The following procedure will apply for the resolution of a dispute:
- a. **Step 1:** Initially, and where appropriate, an Employee or their representative should discuss any grievance, dispute or claim with their Direct Line Manager.
  - b. **Step 2:** Should the issue remain unresolved, the Employee or their representative or their Direct Line Manager should raise it with the next level, where appropriate.
  - c. **Step 3.** Where satisfactory resolution is not reached as a result of Step 2, the matter should be brought to the attention of the People and Culture Team. Disputes of a collective nature may commence at Step 3 where appropriate, in order to deal with the dispute in an efficient and timely manner.
  - d. **Step 4.** Where a satisfactory resolution is not reached as a result of Step 3, the matter may be referred by either party or their representative to the Fair Work Commission.
- 12.2.3** If the matter is referred to the Fair Work Commission, both parties will participate in the process in good faith.

- 12.2.4** The Fair Work Commission may deal with the dispute in two stages:
- a. the Fair Work Commission will attempt to first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation. Such recommendation shall not be binding on the parties to the dispute and shall not affect any other remedies the parties may have in relation to the dispute; and
  - b. if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then arbitrate the dispute, and make a determination that is binding on the parties.

- 12.2.5** NextSense and Employees may appoint a representative to assist in resolving the matter at any stage during the above process.

### **12.3 Continuation of the Employee's Work During the Dispute**

- 12.3.1** An Employee who is a party to a dispute must, while the dispute is being resolved:
- a. continue to work in accordance with this Agreement and their contract of employment, under the conditions that existed prior to the dispute, unless the Employee has a reasonable concern about an imminent risk to their health or safety; and
  - b. comply with any reasonable direction given by NextSense to perform other available work, either at the same workplace or at another workplace, unless:
    - i. the work is not safe; or
    - ii. applicable occupational health and safety legislation would not permit the work to be performed; or
    - 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.

- 12.3.2** In directing an Employee to perform other available work, NextSense must have regard to:
- a. the provisions (if any) of the law of the Commonwealth or of a State or Territory dealing with workplace health and safety that apply to that Employee or that other work; and
  - b. whether that work is appropriate for the Employee to perform.



## **PART 13 – Miscellaneous**

### **13.1 Union Representatives**

- 13.1.1** NextSense recognises the role of Unions and their delegates and representatives and encourages their involvement within the workplace.
- 13.1.2** NextSense and the Unions recognise NextSense's right to manage and direct the business and Employees within this Agreement and under relevant legislation and guidelines.
- 13.1.3** All parties agree to positively cooperate and collaborate to resolve issues in a professional manner with due respect to both delegate and managerial responsibilities.
- 13.1.4** Where an Employee is elected or appointed as a union representative for a particular site, the Union will endeavour to inform NextSense who will recognise the selected Employee as the accredited representative.
- 13.1.5** NextSense shall permit the relevant union representative to post their union notices relating to the holding of meetings on a common room noticeboard or an appropriate place which is accessible by Employees,
- 13.1.6** The union representative shall be permitted in working hours (provided it does not unreasonably interfere with service delivery) to interview the relevant manager on union business. Such interview shall take place at a time and place convenient to both parties.
- 13.1.7** Meetings of union members who are employed by NextSense may be held on NextSense premises at times and places reasonably convenient to both union members and the management of NextSense. Provided that the union representative gives prior notice to the Head of the relevant department and/or the Director of People and Culture or their designated delegate as to the members' intention to meet.
- 13.1.8** The union representative will not have the right to interfere with any work taking place.
- 13.1.9** In all cases, right of entry, notification, permits and access to documents for Union officials will be in accordance with the Act.

### **13.2 Employee Engagement and Consultation**

- 13.2.1** NextSense is committed to fostering a culture and workplace where genuine consultation and engagement with its Employees is an integral and valued part of its operations. To that end, NextSense is committed to establishing ongoing and

regular consultative processes to consult with its Employees in respect to the following:

- a. Organisation-wide issues (such as strategic goals and organisational outcomes);
- b. Exchange information and views, particularly about major workplace initiatives or organisational culture; and
- c. Discuss issues affecting the industry, such as government policy and reforms.

**13.2.2** NextSense also recognises and values the important role of Unions and is committed to ensuring that regular engagement for the purposes of consultation with respect to the above takes place with relevant Unions.

**13.2.3** Engagement under this clause has no effect on any party's right to pursue grievances or disputes through Part 12 – Disputes Procedure, of this Agreement.

## SCHEDULE A – Classifications Index and Summary

Intervention & Allied Health	Support Services	Early Childhood (Pre-school or Kindergarten)	Academic/Research	Executive
<b>SCHEDULES</b> A.1, A.2, A.3	<b>SCHEDULE</b> A.4	<b>SCHEDULE</b> A.5	<b>SCHEDULE</b> A.6	<b>SCHEDULE</b> A.7
<b>Band 1-5 + Graduate Band</b>	<b>Band 1-5</b>	<b>Band 1-5 + Graduate Band</b>	<b>Band 4-6</b>	<b>Executive</b>
<p><b>Band 1-3:</b> Services Administrators</p> <p><b>Graduate Band:</b> Graduate Intervention and Allied Health Professionals</p> <p><b>Band 4:</b> Skilled and Experienced Intervention and Allied Health Professionals</p> <p><b>Band 5:</b> Senior Experienced Intervention and Allied Health Professionals, Leaders and Best Practice Leads</p>	<p><b>Band 1-3:</b> Support Services Professionals</p> <p><b>Band 4:</b> Senior Experienced Support Services Professionals and Leaders</p> <p><b>Band 5:</b> Senior Experienced Support Services Professionals and Senior Leaders</p>	<p><b>Band 1-3:</b> Support Services</p> <p><b>Graduate Band:</b> Graduate Teacher</p> <p><b>Band 4:</b> Proficient Teacher and Skilled Teacher</p> <p><b>Band 5:</b> Senior Experienced Teacher and Leaders</p>	<p><b>Band 4:</b> Associate Lecturer/Research Associate Lecturer/Research Fellow</p> <p><b>Band 5:</b> Senior Lecturer</p> <p><b>Band 6:</b> Associate Professor &amp; Professor</p>	<p><b>Executive</b> Senior Leadership Team</p>

**Schedule A.1 – Classification Structure and Pay Schedules  
Intervention and Allied Health Stream**

Employees in the Intervention and Allied Health Stream undertake various administrative, technical and clinical functions in support of NextSense programs and services.

To assist in the classification process, Intervention and Allied Health Stream is divided into three (3) categories. The purpose of these categories is to complement but not replace the descriptors and characteristics of the Band, upon which the classification is based.

Category 1: Services Administrators	Category 2: Graduate Professionals	Category 3: Professionals
<p>Services Administrators are captured within <b>Bands 1 to 3</b> of the Intervention and Allied Health Stream. This includes administration, technical and clinical support roles at NextSense services sites.</p> <p>The primary function relates to the provision of administrative and other specialised support at NextSense sites where services are delivered to clients.</p>	<p>Intervention and Allied Health Professionals at the <b>Graduate Band</b> are beginning practitioners who are developing their skills and competencies and within the first three years of their professional experience within the industry.</p>	<p>Intervention and Allied Health Professionals at <b>Band 4</b> are competent independent practitioners performing at the skilled and experienced capabilities. <b>Band 5</b> professionals capture senior professional positions and management positions within the services stream, determined on the needs of the service.</p>
	<p>Intervention and Allied Health Professionals includes:</p> <ul style="list-style-type: none"> <li>• a person who falls within Schedule B of the <i>Health Professionals and Support Services Award 2020</i>, as amended from time to time; or</li> <li>• a person, who has been deemed by NextSense to hold relevant qualifications for the purposes of delivering intervention services, for example, Master of Disability Services, Master of Learning Intervention, Master of Special and Inclusive Education, or equivalent; and</li> <li>• the person is not employed to deliver educational services within a NextSense school and/or Pre-school or Kindergarten.</li> </ul>	

**INTERVENTION AND ALLIED HEALTH (SERVICES ADMINISTRATORS) STREAM**

<b>BAND 1</b>	<b>Qualifications and Experience</b>	<ul style="list-style-type: none"> <li>• No formal qualifications or specific work experience required; or</li> <li>• Certificates I, II or III with work related experience; or</li> <li>• An appropriate diploma in a relevant field with no prior experience; or</li> <li>• Equivalent combination of experience and/or training.</li> </ul>
	<b>Descriptor</b>	<p>Specific duties and responsibilities of a person in Band 1 in the Intervention and Allied Health (Services Administrators) Stream may include some of the following inputs or those of a similar value:</p> <ul style="list-style-type: none"> <li>• Undertakes a range of tasks within established policies, guidelines and procedures and may exercise limited initiative and/or judgment within clearly established procedures and/or guidelines.</li> <li>• Performs work within agreed timeframes and to approved guidelines and specifications.</li> <li>• Provide general information and assistance based on a broad knowledge of the organisation.</li> <li>• May be required to resolve minor work procedural issues in the relevant work area within established constraints.</li> <li>• May require specific on-the-job training and/or relevant skills training or experience to solve problems through the standard application of theoretical principles, techniques and training.</li> <li>• May be required to assist senior employees with specific projects and/or tasks.</li> <li>• May be required to provide specific support to staff in programs.</li> <li>• May be required to provide assistance to untrained and/or less experienced members of the team on established procedures to meet the objectives of a specific function of the relevant work area.</li> <li>• May be required to liaise with clients, other NextSense services, external agencies and/or stakeholders as required for an identified purpose.</li> <li>• More experienced Employees may be required to assist in the training of less experienced and new Employees and/or volunteers.</li> </ul>
	<b>Appointment to Classification</b>	A Band 1 Services Administrator will commence at Pay Point 1.1 upon appointment.
	<b>Progression</b>	An Employee commences at Pay Point 1.1 upon initial appointment and progress incrementally through to Pay Point 1.3 on completion of twenty-four (24) months service at each successive Pay Point, subject to satisfactory performance.
	<b>Supervision</b>	Generally works under supervision except where supervision is not required by the nature of responsibilities.

**INTERVENTION AND ALLIED HEALTH (SERVICES ADMINISTRATORS) STREAM**

<b>BAND 2</b>	<b>Qualifications and Experience</b>	<ul style="list-style-type: none"> <li>• Trade certificate or Advanced Certificate or Associated Diploma; or</li> <li>• Diploma and/or advanced diploma level qualification with relevant experience; or</li> <li>• Relevant degree; or</li> <li>• Equivalent combination of relevant experience and/or education/training</li> </ul>
	<b>Descriptor</b>	<p>Specific duties and responsibilities of a person in Band 2 in the Intervention and Allied Health (Services Administrators) Stream, in addition to the responsibilities of a Band 1 Services Administrator, may include some of the following inputs or those of a similar value:</p> <ul style="list-style-type: none"> <li>• Uses skills specific to area of expertise in service delivery and/or assumes responsibility for various activities in a specialised area.</li> <li>• Works under general direction but is capable of functioning autonomously and being responsible for work performed with a substantial level of accountability.</li> <li>• Exercising initiative in the application of established policies, guidelines and procedures, and the work area's rules, regulations systems, processes and techniques.</li> <li>• May be required to solve problems through the standard application of theoretical principles, techniques and training.</li> <li>• May be required to perform duties of a specialised nature and provide a range of information services and assistance based on a broad knowledge of the organisation and skills.</li> <li>• May be required to assist in a range of functions and/or contribute to interpretation of matters for which there are no clearly established practices and procedures.</li> <li>• May hold responsibility for client relationship management.</li> <li>• May be required to provide specialised information and assistance to clients based on a broad knowledge of the organisation and specific expertise areas.</li> <li>• May be involved in the training and supervision of less experienced employees by means of personal instruction and demonstration.</li> </ul>
	<b>Appointment to Classification</b>	A Band 2 Services Administrator will commence at Pay Point 2.1 upon appointment.
	<b>Progression</b>	An Employee commences at Pay Point 2.1 upon initial appointment and progress incrementally through to Pay Point 2.3 on completion of twenty-four (24) months service at each successive Pay Point, subject to satisfactory performance.
	<b>Supervision</b>	In some positions, general direction is appropriate. In other position broad direction may apply.

## INTERVENTION AND ALLIED HEALTH (SERVICES ADMINISTRATORS) STREAM

<b>BAND 3</b>	<b>Qualifications and Experience</b>	<ul style="list-style-type: none"> <li>• Diploma and/or advanced diploma level qualification with relevant work related experience; or</li> <li>• Relevant degree in the specific discipline area; or</li> <li>• Equivalent combination of relevant experience and/or education/training</li> </ul>
	<b>Descriptor</b>	<p>Specific duties and responsibilities of a person in Band 3 in the Intervention and Allied Health (Services Administrators) Stream, in addition to the responsibilities of a Band 2 Services Administrator, may include some of the following inputs or those of a similar value:</p> <ul style="list-style-type: none"> <li>• Requires sound knowledge of the specific work area and ability to work independently, exercising initiative, discretion and judgment in the performance of duties and on routine matters.</li> <li>• Holds a standard of relevant and/or specialist knowledge and experience sufficient to enable them to independently advise on a range of activities and contribute, as required, to the determination of objectives within the relevant service area.</li> <li>• Demonstrated ability to perform duties of a specialised nature requiring development of expertise over time or previous knowledge and under a wide range of conditions to achieve results in line with organisational goals.</li> <li>• Contribute knowledge in establishing procedures in the appropriate work-related field and may be required to exercise judgment and contribute critical knowledge and skills where procedures are not clearly defined.</li> <li>• Expected to set priorities and monitor work flow in the area of responsibility.</li> <li>• Performs tasks/assignments which require proficiency in the work area's rules, regulations, policies, procedures, systems, processes and techniques, and how they interact with other related functions, in order to assist in their adaptation to achieve objectives, and advice, assist and influence others.</li> <li>• Able to investigate, interpret or evaluate information where legislation, regulations, instructions or procedural guidelines do not give adequate or specific answers.</li> <li>• Ordinarily will be required to provide day-to-day supervision, direction and management to Band 1 and Band 2 Services Administrators.</li> </ul>
	<b>Appointment to Classification</b>	<p>Prior to appointment to Band 3, consideration must be given whether there is a vacancy for a Band 3 Services Administrator and/or if there is an organisational need for a Band 3 Services Administrator. A Band 3 Services Administrator will commence at Pay Point 3.1 upon appointment.</p>
	<b>Progression</b>	<p>An Employee commences at Pay Point 3.1 upon initial appointment and progress incrementally through to Pay Point 3.3 on completion of twenty-four (24) months service at each successive Pay Point, subject to satisfactory performance.</p>
	<b>Supervision</b>	<p>Generally works under supervision except where supervision is not required by the nature of responsibilities. Employees may be required to assist in the supervision of less experienced and new Employees and/or volunteers.</p>

## **Recognition of Previous Experience**

For the purposes of determining an Employee's classification under this Agreement as an Intervention and Allied Health Professional, NextSense will consider an Employee's relevant intervention and therapy experience with another employer. It is the Employee's responsibility to provide NextSense with the requisite documentary evidence prior to their appointment or progression. Where the Employee provides such evidence within three months after appointment or progression, the Employee shall be paid the higher rate from the date they were appointed or the date the progression entitlement arose. Evidence provided outside the three months from the Employee's appointment or date of progression shall be paid at the higher rate from the date of proof is provided to NextSense. Evidence that has been previously provided to the Employer, does not need to be re-submitted by the Employee.

### *Service*

For the purposes of determining an Employee's classification and progression under this Agreement, service means a period of twelve (12) months service in recognised intervention and allied health service centres and organisations and/or accepted sole practitioner experience. For the purposes of calculating service:

- i. Any employment as a Full-Time or Part-Time Intervention or Allied Health Professional, or equivalent (including employment as a temporary Full-Time or Part-Time professional), shall be counted as service.
- ii. The amount of service for a Casual professional shall be calculated on the basis of evidence of 1824 hours of similar experience.
- iii. Where deemed appropriate and relevant, NextSense may recognise, on appointment prior services of an Employee, whether in Australia or in another English speaking country.
- iv. Periods of leave without pay and unpaid parental leave shall not count as service.



**INTERVENTION AND ALLIED HEALTH (PROFESSIONALS) STREAM**

<b>GRADUATE BAND</b>	<b>Qualifications and Experience</b>	<p>This Band is applicable only for positions identified by NextSense as a graduate position for an Intervention and Allied Health Professional who:</p> <ul style="list-style-type: none"> <li>• Meets the requirement to practice as a health professional or has such qualification as deemed acceptable by NextSense for delivering intervention services;</li> <li>• Is in the first three (3) years of professional work post attaining relevant qualification/s in the specific field; and</li> <li>• Where applicable, meets the requirements to practice in accordance with their professional association's rules and is eligible for membership.</li> </ul>
	<b>Descriptor</b>	<p>Specific duties and responsibilities of a graduate Intervention and Allied Health Professional may include some of the following inputs or those of a similar value:</p> <ul style="list-style-type: none"> <li>• Responsible and accountable for providing a professional level of service within the identified service area.</li> <li>• Expected to exercise professional judgement commensurate with their years of experience.</li> <li>• Required to participate in quality activities and workplace education and learning.</li> </ul>
	<b>Appointment to Classification</b>	<p>University graduates working in a graduate position in their first year of professional work post qualification will commence at G.1 and progress through G.2 and G.3 after completion of twelve (12) months service, subject to satisfactory performance</p> <p>An Employee with a relevant undergraduate degree and a relevant post graduate qualification shall commence at G.2 and progress to G.3 after completion of twelve (12) months service with satisfactory performance and attainment of capabilities at each point.</p> <p>An Employee with a relevant PhD qualification shall commence at G.3.</p>
	<b>Progression</b>	<p>To progress to Band 4.1, an Employee must complete twelve (12) months FTE at G.3 and demonstrate they can work independently and exercise independent judgment on routine matters; have a commitment to continuing professional development; and be actively involved in quality improvement activities for the organisation.</p>
	<b>Supervision</b>	<p>Work under supervision and direction of the manager and/or experienced and senior members of the relevant team. It is expected that as experience is gained, the level of professional judgment increases and direct professional supervision decreases.</p>

**INTERVENTION AND ALLIED HEALTH (PROFESSIONALS) STREAM**

<b>BAND 4</b>	<b>Qualifications and Experience</b>	<ul style="list-style-type: none"> <li>• Graduate Intervention and Allied Health Professional with at least three years FTE relevant experience; or</li> <li>• A relevant degree with subsequent relevant experience.</li> </ul>
	<b>Leadership Level</b>	Predominately client facing, Skilled and Experienced Professionals
	<b>Descriptor</b>	<p>Specific duties and responsibilities of a Band 4 Intervention and Allied Health Professional may include some of the following inputs or those of a similar value:</p> <ul style="list-style-type: none"> <li>• Capable of working independently, exercising initiative, discretion and judgment in the performance of duties and on routine matters. May require direct professional supervision from more experienced members of the team when performing complex or critical tasks.</li> <li>• Responsible for providing support for the efficient, cost effective and timely delivery of services.</li> <li>• Demonstrate sound clinical skills, with ability to contribute to complex clinical and professional activities.</li> <li>• Demonstrate knowledge of current practice in vision or hearing impairment along with a commitment to continuing professional development of themselves and colleagues through the provision of seminars, lectures or in-services. This may involve leading or contributing to professional development activities for their team and being actively involved in quality improvement activities or research.</li> <li>• Expected to set priorities and monitor workflow in the area of responsibility.</li> <li>• Capable of using an intervention model and framework to deliver services to clients as applicable to their clinical/professional work to achieve set outcomes including but not limited to, provision of consultancy advice, support to client and client families, and supporting the development of educational outcomes for children with vision or hearing impairment.</li> <li>• May be required to contribute to the evaluation and analysis of guidelines, policies and procedures applicable to their clinical/professional work.</li> <li>• May be a sole discipline specific experienced Intervention or Allied Health Professional practicing in a metropolitan, regional or rural setting.</li> <li>• May be required to contribute to the mentorship and supervision of Intervention and Allied Health Professional graduates, peers and less experienced members of staff.</li> </ul>
	<b>Appointment to Classification</b>	Employees will commence at Pay Point 4.1. For the purposes of determining an Employee's classification, NextSense will take into consideration the Employee's relevant experience with another employer.
	<b>Progression</b>	<ul style="list-style-type: none"> <li>• An Intervention and Allied Health Professional in Band 4, will commence at 4.1, upon initial appointment and progress incrementally through their pay scale up to 4.4 upon completion of twelve (12) months service, subject to satisfactory performance.</li> <li>• An Intervention and Allied Health Professional will be eligible for progression to Pay Point 4.5 upon application to and approval by NextSense where:             <ul style="list-style-type: none"> <li>○ The employee has in their related discipline and performing at a competent level, at least:                 <ul style="list-style-type: none"> <li>○ Seven (7) years' professional experience; or</li> </ul> </li> </ul> </li> </ul>

		<ul style="list-style-type: none"> <li>○ a combination of relevant undergraduate and post graduate qualifications and at least six (6) years' experience; or</li> <li>○ A combination of relevant post graduate qualifications at a PhD level and at least five (5) years' experience.</li> <li>○ Can demonstrate their contribution to professional development activities for their team; and</li> <li>○ Can demonstrate their positive contribution to quality improvement activities and development of their team; and</li> <li>○ Has demonstrated capacity and/or willingness to assist in the supervision of Intervention and Allied Health Professional graduates, peers and less experienced members of staff.</li> <li>• An Intervention and Allied Health Professional on Pay Point 4.5 will progress to Pay Point 4.6 upon completion of twelve (12) months service, subject to satisfactory performance.</li> <li>• Band 4 professionals do not automatically progress to Band 5. Consideration will be given to whether there is a vacancy for a position in Band 5 and/or if there is an organisational need for a Band 5 professional.</li> </ul>
	<b>Supervision</b>	<p>In some positions, general direction is appropriate. In other positions, broad direction would apply. Professional supervision from more senior members of the team may be required when performing novel, complex or critical tasks. May be required to mentor and/or supervise less experienced members of the team.</p>

## INTERVENTION AND ALLIED HEALTH (PROFESSIONALS) STREAM

BAND 5	<b>Qualifications and Experience</b>	<ul style="list-style-type: none"> <li>A relevant degree with subsequent relevant experience; or</li> <li>Relevant experience in the discipline.</li> <li>In BPL positions, postgraduate qualifications or progress towards postgraduate qualifications may be required.</li> </ul>
	<b>Leadership Level</b>	<ul style="list-style-type: none"> <li>Senior Experienced Professionals</li> <li>Coordinator/Supervisor</li> <li>May involve defined leadership activities and/or lead function responsibilities</li> </ul>
	<b>Descriptor</b>	<p>Specific duties and responsibilities of a Band 5 Intervention and Allied Health Professional may include some of the following inputs or those of a similar value:</p> <ul style="list-style-type: none"> <li>Required to perform the duties of a Band 4 Intervention and Allied Health Professional.</li> <li>Requires high level of clinical skill involving complex clinical and professional activities as recognised by the employer.</li> <li>Role modelling positive and effective workplace behaviours as well as act as a mentor to less experienced practitioners and fostering an environment of collaboration and innovation in alignment with organisational values.</li> <li>Make specialist contributions to the field of habilitation or assessment of hearing and/or vision impairments.</li> <li>Demonstrated ability to deal with complex clinical and professional issues requiring independent judgment and application of professional knowledge.</li> <li>Contribute to the evaluation and development of guidelines, procedures and practices, applicable to their clinical professional work and participate in quality improvement activities as required. This includes contributing positively to the overall development of the team and initiating team activities.</li> <li>Provide support for the efficient, cost effective and timely delivery of services.</li> <li>May provide formal clinical supervision and support to Intervention and Allied Health Professionals in the Graduate Band, peers, Band 4 professionals and less experienced members of staff.</li> <li>May have coordination, supervisory and/or management responsibilities and/or a lead function for a team of staff.</li> <li>May have delegated operational, day-to-day management authority to allocate resources, set priorities and ensure budgets and capabilities are met.</li> <li>May have delegated responsibility for the carriage of specific department projects as assigned by the manager of the specific service area.</li> </ul> <p>In addition to the responsibilities outlined above, specific duties and responsibilities of an Intervention and Allied Health Professional classified as a <b>Best Practice Lead (BPL)</b> may include some of the following inputs or those of a similar value:</p> <ul style="list-style-type: none"> <li>Required to have extensive experience and proven record of achievement at a senior level.</li> <li>Be able to independently apply professional knowledge and judgment when performing novel, complex, or critical tasks specific to their discipline.</li> <li>Capable of ensuring effective stakeholder management and have a sound knowledge of related programs and services.</li> <li>Work likely to require development of new ways of using a specific body of knowledge which applies to work assignments or may involve the integration of other specific bodies of knowledge and drive innovation within a specific discipline.</li> </ul>

	<ul style="list-style-type: none"> <li>Responsible for leading capability development within their area of practice.</li> <li>May contribute to and develop business plans and may be responsible to the executive for providing efficient services and ensuring strategic targets are met.</li> <li>Expected to develop/implement and deliver strategic business plans which increase the level of care to customers within a quality framework.</li> </ul>
<b>Appointment to Classification</b>	<p>Employees classified as a Band 5 Intervention and Allied Health Professional will commence at Pay Point 5.1. For the purposes of determining an Employee's classification, NextSense will take into consideration the Employee's relevant experience with another employer.</p> <p>To be appointed at Pay Point 5L, the Intervention and Allied Health Professional must perform the responsibilities of a Band 5 Intervention and Allied Health Professional and have direct management responsibility over members of a team.</p> <p>To be appointed at Pay Point 5BPL, the Intervention and Allied Health Professional must be appointed to the role of a BPL or equivalent as identified by NextSense.</p>
<b>Progression</b>	An Intervention and Allied Health Professional in Band 5, will commence at Pay Point 5.1, upon initial appointment and incrementally progress through to Pay Point 5.4 after completion of twelve (12) months service at each successive Pay Point, subject to satisfactory performance.
<b>Supervision</b>	<ul style="list-style-type: none"> <li>A Band 5 professional will ordinarily have supervisory responsibilities for graduates and mentoring less experienced practitioners.</li> <li>May have management responsibilities with direct reports.</li> <li>Operate under broad direction with some overall autonomy and decision making. In some roles, an employee will operation under strategic direction and significant overall degree of autonomy.</li> </ul>

## Schedule A.2 – Pay Schedule – Intervention and Allied Health Stream Employees

This Pay Schedule applies to an Employee who commenced their employment with NextSense on or after the Commencement Date of the Agreement. This Pay Schedule applies to a Casual Employee who commenced their employment with NextSense prior to and on or after the Commencement Date of the Agreement.

Classifications	Rates effective from the first full pay period on 1 July 2021	Rates effective from the first full pay period on 1 July 2022	Rates effective from the first full pay period on 1 July 2023
		2.5%*	2.5%*
<b>Band 1 Intervention and Allied Health (Services Administrators)</b>			
<b>1.1</b>	\$52,315	\$53,623	\$54,964
<b>1.2</b>	\$57,897	\$59,345	\$60,829
<b>1.3</b>	\$62,073	\$63,625	\$65,216
<b>Band 2 Intervention and Allied Health (Services Administrators)</b>			
<b>2.1</b>	\$65,078	\$66,705	\$68,373
<b>2.2</b>	\$68,706	\$70,424	\$72,185
<b>2.3</b>	\$69,358	\$71,092	\$72,869
<b>Band 3 Intervention and Allied Health (Services Administrators)</b>			
<b>3.1</b>	\$74,035	\$75,886	\$77,783
<b>3.2</b>	\$80,000	\$82,000	\$84,050
<b>3.3</b>	\$85,536	\$87,675	\$89,867
<b>Graduate Band – Intervention and Allied Health Professionals</b>			
<b>G.1</b>	\$67,102	\$68,780	\$70,500
<b>G.2</b>	\$71,208	\$72,988	\$74,813
<b>G.3</b>	\$76,120	\$78,023	\$79,974
<b>Band 4 Intervention and Allied Health Professionals (Skilled Professional)</b>			
<b>4.1</b>	\$81,383	\$83,418	\$85,503
<b>4.2</b>	\$86,130	\$88,283	\$90,490
<b>4.3</b>	\$90,314	\$92,572	\$94,886
<b>4.4</b>	\$93,079	\$95,406	\$97,791
<b>Band 4 Intervention and Allied Health Professionals (Experienced Professional)</b>			
<b>4.5</b>	\$94,713	\$97,081	\$99,508
<b>4.6</b>	\$96,212	\$98,617	\$101,083
<b>Band 5 Intervention and Allied Health Professionals (Senior Experienced Professionals)</b>			
<b>5.1</b>	\$99,487	\$101,974	\$104,524
<b>5.2</b>	\$101,885	\$104,432	\$107,043
<b>5.3</b>	\$103,150	\$105,729	\$108,372
<b>5.4</b>	\$106,072	\$108,724	\$111,442
<b>Band 5 Intervention and Allied Health Professionals (Leaders)</b>			
<b>5BPL**</b>	\$110,000 to \$140,000	\$112,750 to	\$115,560 to
<b>5L**</b>		\$143,500	\$147,100

\*The rates are inclusive of a 2.5% increase as prescribed under Part 6 – Applicable Pay Schedules and Review of Salaries.

\*\*Salary to be nominated by NextSense within the prescribed range of the bandwidth based on internal equity, inherent requirements of the role, an employee's relevant qualification and experience, external benchmarks and relevant market drivers. Salary will be reviewed on an annual basis to ensure that the nominated salary remains current and equitable and in reference to clause 6.3 and clause 6.4 of the Agreement

## Schedule A.3 – Pay Schedule – Intervention and Allied Health Stream Translocated Employees

This Pay Schedule only applies to Employees captured under clause 6.1.2 of the Agreement. It does not apply to any Employee employed on or after the Commencement Date of the Agreement

Classifications	Rates effective from the first full pay period on 1 July 2021	Rates effective from the first full pay period on 1 July 2022	Rates effective from the first full pay period on 1 July 2023
		2.5%*	2.5%*
<b>Band 1 Intervention and Allied Health (Services Administrators)</b>			
1.1	\$52,315	\$53,623	\$54,964
1.2	\$57,897	\$59,345	\$60,829
1.3	\$62,073	\$63,625	\$65,216
<b>Band 2 Intervention and Allied Health (Services Administrators)</b>			
2.1	\$65,078	\$66,705	\$68,373
2.2	\$68,706	\$70,424	\$72,185
2.3	\$69,358	\$71,092	\$72,869
<b>Band 3 Intervention and Allied Health (Services Administrators)</b>			
3.1	\$74,035	\$75,886	\$77,783
3.2	\$80,000	\$82,000	\$84,050
3.3	\$85,536	\$87,675	\$89,867
<b>Graduate Band – Intervention and Allied Health Professionals</b>			
G.1	\$69,682	\$71,425	\$73,210
G.2	\$73,900	\$75,747	\$77,641
G.3	\$79,047	\$81,023	\$83,049
<b>Band 4 Intervention and Allied Health Professionals (Skilled Professional)</b>			
4.1	\$84,513	\$86,626	\$88,792
4.2	\$89,443	\$91,680	\$93,972
4.3	\$93,788	\$96,133	\$98,536
4.4	\$96,659	\$99,076	\$101,553
<b>Band 4 Intervention and Allied Health Professionals (Experienced Professional)</b>			
4.5	\$98,356	\$100,815	\$103,335
4.6	\$99,913	\$102,411	\$104,971
<b>Band 5 Intervention and Allied Health Professionals (Senior Experienced Professionals)</b>			
5.1	\$103,314	\$105,897	\$108,544
5.2	\$105,804	\$108,449	\$111,160
5.3	\$107,118	\$109,796	\$112,541
5.4	\$110,152	\$112,571	\$115,728
<b>Band 5 Intervention and Allied Health Professionals (Leaders)</b>			
5BPL**	\$114,900 to \$140,000	\$117,770 to	\$120,720 to
5L**		\$143,500	\$147,100

\*The rates are inclusive of a 2.5% increase as prescribed under Part 6 - Applicable Pay Schedules and Review of Salaries. The rates must be read in conjunction with clause 6.1 of the Agreement.

\*\*Salary to be nominated by NextSense within the prescribed range of the bandwidth based on internal equity, inherent requirements of the role, an employee's relevant qualification and experience, external benchmarks and relevant market drivers. Salary will be reviewed on an annual basis to ensure that the nominated salary remains current and equitable and in reference to clause 6.3 and clause 6.4 of the Agreement

## Translocation Schedule – Intervention and Allied Health Stream

This schedule applies to Employees who were employed prior to the commencement of the Agreement under the following Enterprise Agreements and applicable classifications:

- *RIDBC Therapy and Early Childhood Employees Enterprise Agreement 2017 – 2020*;
- *RIDBC (Teleschool Employees) Enterprise Agreement 2016 – 2018*
- *The University of Sydney Enterprise Agreement 2013 - 2017*

Health Professional Employee under the <i>RIDBC Therapy and Early Childhood Employees Enterprise Agreement 2017 – 2020</i>	The Agreement
Level 1, Year 2	G.1
Level 1, Year 3	G.2
Level 1, Year 4	G.3
Level 1, Year 5	4.1
Level 1, Year 6	4.2
Level 1, Year 7	4.3
Level 1, Year 8	4.4
Level 2, Step 1	4.5
Level 2, Step 2	4.6
Level 3, Step 1	5.1
Level 3, Step 2	5.2
Experienced Therapist, Step 1	5.3
Experienced Therapist, Step 2	5.4
Leading Therapist, Step 1*	5L/5BPL
Leading Therapist, Step 2*	5L/5BPL
Program Coordinator, Step 1*	5L/5BPL
Program Coordinator, Step 2*	5L/5BPL

\* Translocation identified above for the Employees is subject to the Employee performing a role that falls within the descriptor of a 5L/5BPL under Band 5 of the Intervention and Allied Health (Professionals) Stream under the Agreement.

Early Childhood Teachers* (other than Pre-school Teachers) under the <i>RIDBC Therapy and Early Childhood Employees Enterprise Agreement 2017 – 2020</i>	The Agreement
Step 1	G.1
Step 2	G.2
Step 3	G.3
Step 4	4.1
Step 5	4.2
Step 6	4.3
Step 7	4.4
Step 8	4.5
Step 9	4.6
Step 10	5.1
Step 11	5.2
Experienced Teacher, Step 1	5.3
Experienced Teacher, Step 2	5.4
Leading Teacher, Step 1**	5L/5BPL
Leading Teacher, Step 2**	5L/5BPL
Program Coordinator, Step 1**	5L/5BPL
Program Coordinator, Step 2**	5L/5BPL

\*Employees who hold a recognised qualification accepted by NextSense as being relevant for the purposes of delivering intervention services. This does not capture Employees who are employed to work as a teacher in a NextSense school or Pre-school or Kindergarten.

\*\*Translocation identified above for the Employees is subject to the Employee performing a role that falls within the descriptor of a 5L/5BPL under Band 5 of the Intervention and Allied Health (Professionals) Stream under the Agreement.



HEO Level 4 to HEO Level 10 under the <i>University of Sydney Enterprise Agreement 2013 - 2017</i>	The Agreement
HEO 4, Step 1	2.1
HEO 4, Step 2	2.1
HEO 4, Step 3	2.2
HEO 5, Step 1	2.2
HEO 5, Step 2	2.3
HEO 5, Step 3	2.3
HEO 5, Step 4	2.3
HEO 5, Step 5	2.3
HEO 6, Step 1	3.1
HEO 6, Step 2	3.1
HEO 6, Step 3	3.2
HEO 6, Step 4	3.2
HEO 7, Step 1	3.3
HEO 7, Step 2	3.3
HEO 7, Step 3	3.3
HEO 7, Step 4	3.3
HEO 8, Step 1	4.2
HEO 8, Step 2	4.3
HEO 8, Step 3	4.4
HEO 8, Step 4	4.5
HEO 8, Step 5	4.6
HEO 9, Step 1	5.1
HEO 9, Step 2	5.2
HEO 9, Step 3	5.3
HEO 10*	5L/5BPL

\*Translocation identified above for the Employees is subject to the Employee performing a role that falls within the descriptor of a 5L/5BPL under Band 5 of the Intervention and Allied Health (Professionals) Stream under the Agreement.

Consultants* under the <i>RIDBC (Teleschool Employees) Enterprise Agreement 2016 - 2018</i>	The Agreement
Step 1 Year 1	G1.1
Step 1 Year 2	G1.2
Step 2 Year 1	G1.3
Step 2 Year 2	Band 4.1
Step 3 Year 1	Band 4.2
Step 3 Year 2	Band 4.3
Step 4 Year 1	Band 4.4
Step 4 Year 2	Band 4.5
Step 5 Year 1	Band 4.6
Step 5 Year 2	Band 4.6
Step 6 Year 1	Band 5.1
Step 6 Year 2	Band 5.2
Experienced Consultant 1	Band 5.3
Experienced Consultant 2	Band 5.4
Leading Consultant**	Band 5L/5BPL
Program Coordinator**	Band 5L/5BPL

\*This captures Employees who hold a recognised qualification accepted by NextSense as being relevant for the purposes of delivering intervention services. This does not capture Employees who are employed to work as a teacher in a NextSense school or Pre-school or Kindergarten.

\*\*Translocation identified above for the Employees is subject to the Employee performing a role that falls within the descriptor of a 5L/5BPL under Band 5 of the Intervention and Allied Health (Professionals) Stream under the Agreement.

## Schedule A.4 – Classification Structure and Pay Schedules Support Services Stream

Employees in the Support Services Stream undertake various administrative, technical and related specialist functions in support of NextSense programs, services and general operations. The work may include the operation and maintenance of IT systems; provision of administrative support; production of accessible information; the provision of advice and services to customers; liaison with various stakeholders (internal and external); operation of financial systems; and contribute to the NextSense service delivery objectives.

Employees in the Support Services Stream work in NextSense offices in the below listed NextSense departments and execute a critical operational function for the organisation. The information provided below is not intended to be exhaustive. The purpose of identification of specific departments is to complement but not replace the descriptors and characteristics of the Band, upon which the classification is based.

Department	Function
Finance	The primary function relates to the management and operation of NextSense financial systems and NDIS services.
Technology, Operations and Property (Including Information Technology and Software, Design and Development)	The primary function relates to the provision of support and expertise in the property, software development and IT divisions of NextSense. It includes the implementation and administration of database management systems and deployment of solutions for staff; developing software and/or multimedia pieces for use on websites, multimedia presentations, exhibits or in conjunction with fundraising efforts.
Business Services	The primary function includes the implementation of specialised systems and supporting delivery of services through the use of systems, including client care and providing support regarding service quality controls.
Accessibility and Inclusion	The primary function relates to the provision support and expertise in transcribing and converting hard copy and electronic materials into braille for clients and other stakeholders to support the access of information by people with a print disability. This function also supports the design and creation of information in the digital space.
Fundraising	The primary function relates to the provision of support and expertise in developing, coordinating and implementing NextSense's fundraising strategies and grant funding.
Marketing and Communications	The primary function relates to the provision of support and expertise in developing, coordinating and implementing NextSense's marketing strategies, corporate partnerships and communications activities.
People and Culture	The primary function relates to building capacity, recruitment, provision of industrial relations and/or human resource advice and supporting the organisation in the management of core strategic issues.
NextSense Institute	The primary function relates to the administration, coordination and delivery of key services (other than academic and research services) in support of the NextSense Institute.

SUPPORT SERVICES STREAM	
BAND 1	<p><b>Qualifications and Experience</b></p> <ul style="list-style-type: none"> <li>No formal qualifications or specific work experience required; or</li> <li>Certificates I, II or III with work related experience; or</li> <li>An appropriate diploma in a relevant field with no prior experience; or</li> <li>Relevant qualifications in Braille Proficiency; or</li> <li>Equivalent combination of experience and/or training.</li> </ul>
	<p><b>Descriptor</b></p> <p>Specific duties and responsibilities of a person in Band 1 in the Support Services Stream may include some of the following inputs or those of a similar value:</p> <ul style="list-style-type: none"> <li>Undertakes a range of tasks within established policies, guidelines and procedures and may exercise limited initiate and/or judgment within clearly established procedures and/or guidelines.</li> <li>Performs work within agreed timeframes and to approved guidelines and specifications.</li> <li>Provide general information and assistance based on a broad knowledge of the organisation.</li> <li>In technical positions, apply theoretical knowledge, specialized skills and techniques to a range of procedures and tasks. May be required to resolve minor work procedural issues in the relevant work area within established constraints.</li> <li>May require specific on-the-job training and/or relevant skills training or experience.</li> <li>May be required to assist senior employees with specific projects and/or tasks.</li> <li>May be required to organise and coordinate events and activities under direction.</li> <li>May be required to provide specific support to staff in programs.</li> <li>May be required to use NextSense's financial management systems to execute a function.</li> <li>May be required to provide assistance to untrained and/or less experienced members of the team on established procedures to meet the objectives of a specific function of the relevant work area.</li> <li>May be required to liaise with clients, other NextSense services, external agencies and/or stakeholders as required for an identified purpose.</li> </ul> <p>In addition to the above listed general responsibilities, an Employee classified at <b>Pay Point Senior – 1.4</b> will ordinarily be required to provide specialist services and or skills which may include content creation, design and/or resource publication.</p>
	<p><b>Appointment</b></p> <p>A Band 1 Employee will commence at Pay Point 1.1. Progression through the Pay Points is as per Progression Rules outlined below.</p>
	<p><b>Progression</b></p> <p>An Employee commences at Pay Point 1.1 upon initial appointment and progress incrementally through to Pay Point 1.3 on completion of twenty-four (24) months service at each successive Pay Point, subject to satisfactory performance.</p> <p>To progress to Pay Point 1.4, an Employee must make an application to NextSense for consideration and demonstrate they are performing at a senior level undertaking a range of additional tasks outlined in the descriptors and consistently achieving a high standard of work expected of a senior Support Services Band 1 Employee.</p>
	<p><b>Supervision</b></p> <p>Generally works under supervision except where supervision is not required by the nature of responsibilities. Employees performing at the Senior Pay Point will ordinarily be required to supervise and mentor less experienced members of the team.</p>

SUPPORT SERVICES STREAM	
BAND 2	<p><b>Qualifications and Experience</b></p> <ul style="list-style-type: none"> <li>• Trade certificate or Advanced Certificate or Associated Diploma; or</li> <li>• Diploma and/or advanced diploma level qualification with relevant experience; or</li> <li>• Relevant degree in the specific discipline area; or</li> <li>• Equivalent combination of relevant experience and/or education/training</li> </ul>
	<p><b>Descriptor</b></p> <p>Specific duties and responsibilities of a person in Band 2 in the Support Services Stream, in addition to the responsibilities in Band 1, may include some of the following inputs or those of a similar value:</p> <ul style="list-style-type: none"> <li>• Uses skills specific to area of expertise in service delivery and/or general operations and assumes responsibility for various activities in a specialised area.</li> <li>• Works under general direction but is capable of functioning autonomously and being responsible for work performed with a substantial level of accountability.</li> <li>• Exercising initiative in the application of established policies, guidelines and procedures, and the work area's rules, regulations systems, processes and techniques.</li> <li>• May be required to solve problems through the standard application of theoretical principles, techniques and training.</li> <li>• May be required to perform duties of a specialised nature and provide a range of information services and assistance based on a broad knowledge of the organisation and skills.</li> <li>• May be required to assist in a range of functions and/or contribute to interpretation of matters for which there are no clearly established practices and procedures.</li> <li>• May hold responsibility for the management of relationships with clients, other NextSense services, external agencies and/or stakeholders.</li> <li>• May be required to process and provide specialised information and assistance to clients and employees based on a broad knowledge of the organisation and specific expertise areas, including financial, legal, policy and industry specific knowledge.</li> <li>• May be required to provide specialist services and or skills which may include content creation, development and design of a sophisticated nature.</li> </ul> <p>In addition to the above listed general responsibilities, an Employee classified at <b>Pay Point 2L</b> will ordinarily be required to provide day-to-day supervision, direction and leadership to Band 1 and Band 2 employees working within their team.</p>
	<p><b>Appointment</b></p> <p>A Band 2 Employee will commence at Pay Point 2.1. Progression through the Pay Points is as per the Progression Rules outlined below. To be appointed at Pay Point 2L, the Employee must have direct management responsibility over at least one other member of staff within their team.</p>
	<p><b>Progression Rules</b></p> <p>An Employee commences at Pay Point 2.1 upon initial appointment and progress incrementally through to Pay Point 2.4 on completion of twenty-four (24) months service at each successive Pay Point, subject to satisfactory performance.</p>
	<p><b>Supervision</b></p> <ul style="list-style-type: none"> <li>• In some positions, general direction is appropriate. In other position broad direction may apply.</li> <li>• May occasionally be responsible for supervising the work of others, including work allocation, rostering and guidance.</li> <li>• In leadership positions, would ordinarily be required to exercise management responsibilities.</li> </ul>

**SUPPORT SERVICES STREAM**

**BAND 3**

<b>Qualifications and Experience</b>	<ul style="list-style-type: none"> <li>• Diploma and/or advanced diploma level qualification with relevant work related experience; or</li> <li>• Relevant degree in the specific discipline area; or</li> <li>• Equivalent combination of relevant experience and/or education/training</li> </ul>
<b>Descriptor</b>	<p>Specific duties and responsibilities of a person in Band 3 in the Support Services Stream, in addition to the responsibilities in Band 2, may include some of the following inputs or those of a similar value:</p> <ul style="list-style-type: none"> <li>• Requires sound knowledge of the specific work area and ability to work independently, exercising initiative, discretion and judgment in the performance of duties and on routine matters.</li> <li>• Holds a standard of relevant and/or specialist knowledge and experience sufficient to enable them to independently advise on a range of activities and contribute, as required, to the determination of objectives within the relevant field of their expertise.</li> <li>• Demonstrated ability to perform duties of a specialised nature requiring development of expertise over time or previous knowledge.</li> <li>• Undertake specialised functions under a wide range of conditions to achieve results in line with organisation goals.</li> <li>• Contribute knowledge in establishing procedures in the appropriate work-related field and may be required to exercise judgment and contribute critical knowledge and skills where procedures are not clearly defined.</li> <li>• Performs tasks/assignments which require proficiency in the work area's rules, regulations, policies, procedures, systems, processes and techniques, and how they interact with other related functions, in order to assist in their adaptation to achieve objectives, and advice, assist and influence others.</li> <li>• May be required to directly contribute to the implementation of specialised systems and supporting delivery of services through the use of systems.</li> <li>• May provide support of a complex nature to senior professional employees.</li> <li>• May be allocated responsibility to achieve outcomes aligned to organisational goals or delegated responsibility for work under their control or supervision and may be required to provide specialist multi-disciplinary advice.</li> <li>• May be allocated responsibility of a revenue stream.</li> <li>• May involve training and supervision of less experienced employees by means of personal instruction and demonstration.</li> <li>• May be required to provide specialist services of an advanced nature and apply expertise in areas of creation, development and design.</li> </ul> <p>In addition to the above listed responsibilities, an Employee classified at <b>Pay Point 3L</b>, will ordinarily be required to:</p> <ul style="list-style-type: none"> <li>• Provide day-to-day supervision, direction and management to Band 1, 2 and 3 employees.</li> <li>• Expected to set priorities and monitor work flow in the area of responsibility.</li> <li>• Demonstrate initiative to influence the operational activities of the organisation and assist in the establishment of operational procedures which impact upon the organisation.</li> <li>• Involvement in establishing and developing operational procedures, management strategies and guidelines.</li> <li>• Exercise of judgment and/or delegated authority in areas where precedents or procedures are not clearly defined.</li> <li>• Able to investigate, interpret or evaluate information where legislation, regulations, instructions or procedural guidelines do not give adequate or specific answers.</li> <li>• May possess specialised skills and/or tertiary qualifications in the employee's areas of expertise that enables the employee to provide specialised advice and support to a service area.</li> <li>• Initiates and/or undertakes significant projects and/or functions involving the use of analytical skills.</li> </ul>

	<ul style="list-style-type: none"> <li>• May be required to negotiate on matters of significance within the organisation, with other bodies and/or members of the public.</li> <li>• Provide advice on matters of complexity within the work area and/or specialised area.</li> </ul>
<b>Appointment</b>	A Band 3 Employee will commence at Pay Point 3.1. Progression through the Pay Points is as per the Progression Rules outlined below. To be appointed at Pay Point 3L, the Employee must have direct management responsibility over at least one other member of staff within their team.
<b>Progression Rules</b>	An Employee commences at Pay Point 3.1 upon initial appointment and progress incrementally through to Pay Point 3.3 on completion of twenty-four (24) months service at each successive Pay Point, subject to satisfactory performance.
<b>Supervision</b>	<p>In some positions, general direction is appropriate. In other positions, broad direction would apply.</p> <p>Professional supervision from more senior members of the team may be required when performing novel, complex or critical tasks.</p> <p>May be required to supervise and mentor less experienced employees.</p> <p>In leadership positions, would ordinarily be required to exercise management responsibilities.</p>

<b>SUPPORT SERVICES STREAM</b>	
<b>BAND 4</b>	<p><b>Qualifications and Experience</b></p> <ul style="list-style-type: none"> <li>• Tertiary qualification in a relevant discipline with subsequent relevant experience.</li> <li>• If any professional association's rules are applicable to the Employee, the Employee must be eligible for membership and must meet the requirements to practice in accordance with the professional association's rules.</li> <li>• Equivalent combination of relevant experience and/or education/training.</li> </ul>
	<p><b>Leadership Level</b></p> <p>Experienced professionals in positions of high accountability and complexity. Management responsibilities and significant accountability are ordinarily a key feature of Band 4.</p>
	<p><b>Descriptor</b></p> <p>Specific duties and responsibilities of a Band 4 employee in the Support Services Stream may include some of the following inputs or those of a similar value:</p> <ul style="list-style-type: none"> <li>• Requires sound knowledge of the specific work area and ability to work independently and exercise independent judgment.</li> <li>• Ability to work autonomously and deciding courses of action necessary to expedite the successful accomplishment of assigned projects and may make recommendations in respect of long-range objectives and aid collaboration.</li> <li>• Provide advice on matters of complexity within the work area and/or specialised areas.</li> <li>• Contribute to the evaluation and development of guidelines, procedures and practices, applicable to their professional work and participate in quality improvement activities as required.</li> <li>• Demonstrate initiative to influence the operational activities of the organisation and assist in the establishment of effective operational procedures which impact upon the organisation.</li> <li>• Undertake specialised activities and/or lead campaigns under a wide range of conditions to achieve results in line with NextSense goals.</li> <li>• Contribute to effective operational procedures which impact on NextSense and/or the clients served by it.</li> <li>• Demonstrate ability to work with a high level of professional skill, involving complex professional issues and actively contribute to the development of professional knowledge and skill resulting in positive impacts on service delivery.</li> <li>• May be required to contribute to the coordination of services in NextSense by assisting in the preparation of budgets, establishing procedures and work practices, providing expert advice and guidance to other employees and/or negotiating matters on behalf of NextSense.</li> <li>• May be involved in controlling and co-ordinating a work area within budgetary constraints and exercising autonomy in establishing the operation of the work area.</li> <li>• May initiate or participate in short or long range planning and may make independent decisions related to information technology engineering expertise.</li> <li>• May give technical advice to management and operating departments.</li> <li>• May have technical responsibility for product development and provision of specialised professional information technology systems, facilities and functions.</li> <li>• May exercise managerial responsibility, work independently as specialists or may provide specialist support to a range of programs and activities.</li> </ul>

<b>Salary Nomination within the Bandwidth</b>	Salary to be nominated by NextSense within the prescribed range of the bandwidth based on internal equity, inherent requirements of the role, an employee's relevant qualification and experience, external benchmarks and relevant market drivers. Salary will be reviewed on an annual basis to ensure that the nominated salary remains current and equitable and in reference to clause 6.3 and clause 6.4 of the Agreement.
<b>Supervision</b>	A Band 4 employee will operate under limited direction from staff members classified at higher bands and with an increasing degree of autonomy as the employee gains in skill and experience. Professional supervision from more senior members of the team may be required when performing novel, complex or critical tasks. May be required to supervise and manage employees.



<b>SUPPORT SERVICES STREAM</b>	
<b>BAND 5</b>	<p><b>Qualifications and Experience</b></p> <ul style="list-style-type: none"> <li>• Tertiary qualifications in a relevant discipline. Ordinarily would require postgraduate qualifications or progress towards postgraduate qualifications; and</li> <li>• Recognised significant experience in the relevant work area; or</li> <li>• Equivalent combination of relevant experience and/or education/training.</li> <li>• If any professional association's rules are applicable to the employee, the employee must be eligible for membership and must meet the requirements to practice in accordance with the professional association's rules.</li> </ul>
	<p><b>Leadership Level</b></p> <ul style="list-style-type: none"> <li>• Significant Expertise/Senior Management</li> <li>• Employees appointed to this Band will be determined by the needs of the organisation and will be set at NextSense's discretion.</li> </ul>
	<p><b>Descriptor</b></p> <p>In addition to the duties outlined in Band 4, specific duties and responsibilities of a Band 5 employee in the Support Services Stream may include some of the following inputs or those of a similar value:</p> <ul style="list-style-type: none"> <li>• Undertake work of significant scope and complexity, that is innovate, novel and/or of a critical nature with limited professional direction.</li> <li>• Establishes and implements significant operational procedures which impact on activities undertaken and outcomes achieved by NextSense, as well as programs, procedures and work practices within the organisation including reviewing the operations to determine their effectiveness.</li> <li>• Demonstrated ability to have a significant impact upon policies and programs and provide initiative and have capacity to formulate, implement, monitor, measure and evaluate projects and programs.</li> <li>• Responsible for local decision-making which may have significant effect on the program/project or work areas being managed, and the provision of expert advice and guidance to other areas of the organisation.</li> <li>• Undertakes control and co-ordination of major work initiatives within a designated area or scope of responsibility to further the long-term goals of NextSense.</li> <li>• Exercises managerial responsibilities for the organisation's relevant activity or operates as a senior specialist providing multi-functional strategic advice to various service areas and/or senior management.</li> <li>• May undertake work involving development and implementation of strategic plans/direction and drive efficiency and effectiveness across business operations.</li> <li>• May formulate extensive projects or programs which impact on the organisation's goals and objectives, including the identification of current and future options and development of strategies to achieve desired outcomes.</li> <li>• Demonstrate ability to foster an environment of collaboration and innovation in alignment with organisational values.</li> <li>• May be required to develop, deliver and monitor professional development activities for their team or across various teams in NextSense.</li> <li>• May involve complex professional problem solving and/or the development of work practices or procedures for various projects within a designated area or scope of responsibility.</li> <li>• May exercise managerial responsibility for various functions within the organisation or operate as a specialist in respect of a program/project, within a professional team or independently.</li> <li>• May have significant delegated authority.</li> </ul>

<b>Salary Nomination within the Bandwidth</b>	Salary to be nominated by NextSense within the prescribed range of the bandwidth based on internal equity, inherent requirements of the role, an employee's relevant qualification and experience, external benchmarks and relevant market drivers. Salary will be reviewed on an annual basis to ensure that the nominated salary remains current and equitable and in reference to clause 6.3 and clause 6.4 of the Agreement.
<b>Supervision</b>	<p>Work autonomously and under limited direction.</p> <p>Ordinarily has management responsibility of managers, leaders and team members.</p> <p>Follows strategic direction, operating with a significant overall degree of autonomy and under broad executive direction.</p> <p>Will ordinarily have management responsibility for service/site activities and/or staff.</p> <p>Will ordinarily directly report into a member of the Senior Leadership Team.</p>

### Pay Schedule – Support Services Stream

Classifications	Rates effective from the first full pay period on 1 July 2021	Rates effective from the first full pay period on 1 July 2022	Rates effective from the first full pay period on 1 July 2023
		2.5%*	2.5%*
<b>Band 1</b>			
<b>1.1</b>	\$59,097	\$60,574	\$62,088
<b>1.2</b>	\$63,250	\$64,831	\$66,452
<b>1.3</b>	\$66,500	\$68,163	\$69,867
<b>1.4 (Senior)**</b>	\$68,000 to \$77,000	\$69,700 to \$78,925	\$71,443 to \$80,898
<b>Band 2</b>			
<b>2.1</b>	\$69,652	\$71,393	\$73,178
<b>2.2</b>	\$72,590	\$74,405	\$76,265
<b>2.3</b>	\$78,990	\$80,965	\$82,989
<b>2.4</b>	\$82,820	\$84,891	\$87,013
<b>2L**</b>	\$83,000 to \$88,000	\$85,075 to \$90,200	\$87,202 to \$92,455
<b>Band 3</b>			
<b>3.1</b>	\$88,900	\$91,123	\$93,401
<b>3.2</b>	\$90,975	\$93,249	\$95,580
<b>3.3</b>	\$92,550	\$94,864	\$97,236
<b>3L**</b>	\$94,500 to \$109,999	\$96,863 to \$112,749	\$99,285 to \$115,568
<b>Band 4**</b>			
<b>4</b>	\$110,000 to \$140,000	\$112,750 to \$143,500	\$115,569 to \$147,087
<b>Band 5**</b>			
<b>5</b>	\$140,000 to \$170,000	\$143,500 to \$174,250	\$147,087 to \$178,606

\*The rates are inclusive of a 2.5% increase as prescribed under Part 6 – Applicable Pay Schedules and Review of Salaries.

\*\* Salary to be nominated by NextSense within the prescribed range of the bandwidth based on internal equity, inherent requirements of the role, an employee’s relevant qualification and experience, external benchmarks and relevant market drivers. Salary will be reviewed on an annual basis to ensure that the nominated salary remains current and equitable and in reference to clause 6.3 and clause 6.4 of the Agreement.

**Schedule A.5 – Classification Structure and Pay Schedules  
Early Childhood Stream**

Employees in the Early Childhood Stream undertake various support and teaching functions in a NextSense Pre-school or Kindergarten and its related programs that is not otherwise excluded from the coverage of this Agreement as outlined in clause 1.5.

To assist in the classification process, the Early Childhood Stream is divided into three (3) categories. The purpose of these categories is to complement but not replace the descriptors and characteristics of the Band, upon which the classification is based.

<b>Category 1: Support Services</b>	<b>Category 2: Graduate Teachers</b>	<b>Category 3: Teachers</b>
Pre-school or Kindergarten support employees are captured within <b>Bands 1 to 3</b> of the Early Childhood Stream. This includes employees who are required by NextSense to hold Certificate III and Diploma qualifications to execute a support function at a NextSense Pre-school or Kindergarten that is captured within the scope of the Agreement.	Early Childhood Teachers at the <b>Graduate Band</b> are beginning teachers who are employed by NextSense in a Graduate Teacher position within a NextSense Preschool. They are developing their skills and competencies and are within the first three years of their professional experience in the industry.	Early Childhood Teachers at <b>Band 4</b> are competent independent teachers performing at proficient and skilled capacities. <b>Band 5</b> Early Childhood Teachers captures teachers in senior professional positions and management positions within a NextSense Pre-school or Kindergarten and are determined on the needs of the service.

### EARLY CHILDHOOD (SUPPORT SERVICES) STREAM

<b>BAND 1</b>	<b>Qualifications and Experience</b>	<ul style="list-style-type: none"> <li>• Certificate III in Children's Services or an equivalent qualification approved by ACECQA; or</li> <li>• Working towards an AQF Certificate III in Children's Services or equivalent qualification approved by ACECQA.</li> </ul>
	<b>Descriptor</b>	<p>Specific duties and responsibilities of a person in Band 1 in the Early Childhood (Support Services) Stream may include some of the following inputs or those of a similar value:</p> <ul style="list-style-type: none"> <li>• Undertakes tasks within established policies, guidelines and procedures.</li> <li>• Exercise judgment on work methods and task sequence within specified timelines and standard practices and procedures.</li> <li>• Assist in the implementation of the daily routine completing tasks and activities without constant direction.</li> <li>• Undertake written observations of children as required and provide these notes to the Early Childhood Teacher.</li> <li>• Under supervision, assist in the preparation, implementation and evaluation of developmentally appropriate programs for individual children or groups.</li> <li>• Work collaboratively with colleagues, including volunteers, in the delivery of specific tasks or services.</li> <li>• May be required to assist in the direction and onboarding of new staff members.</li> <li>• May perform general administrative duties.</li> <li>• With experience, may be required to use observations, individual children's profiles/records and following consultation with the teacher, plan designated activities for specific areas of the program.</li> <li>• May work with children individually or in groups as directed by the teacher.</li> <li>• Under direction, may liaise with parents concerning their individual children and general matters, as required.</li> </ul>
	<b>Appointment to Classification</b>	A Band 1 Employee will commence at Pay Point 1.1 upon appointment. For the purposes of determining an Employee's classification, NextSense will take into consideration the Employee's relevant experience with another Employer.
	<b>Progression</b>	An Employee commences at Pay Point 1.1 upon initial appointment (subject to any prior relevant experience) and progress incrementally through to Pay Point 1.6 on completion of twelve (12) months service at each successive Pay Point, subject to satisfactory performance.
	<b>Supervision</b>	Generally works under supervision except where supervision is not required by the nature of responsibilities. More experienced Employees may be required to assist in the supervision of less experienced and new Employees and/or volunteers.

**EARLY CHILDHOOD (SUPPORT SERVICES) STREAM**

<b>BAND 2</b>	<b>Qualifications and Experience</b>	<ul style="list-style-type: none"> <li>• Diploma and/or advanced diploma level relevant qualification with relevant work related experience; or</li> <li>• Working towards a diploma and/or advanced diploma level relevant qualification with relevant work related experience; or</li> <li>• Relevant degree without subsequent relevant work experience; or</li> <li>• Equivalent combination of relevant experience and/or education/training.</li> </ul>
	<b>Descriptor</b>	<p>Specific duties and responsibilities of a person in Band 2 in the Early Childhood (Support Services) Stream, in addition to the responsibilities in Band 1, may include some of the following inputs or those of a similar value:</p> <ul style="list-style-type: none"> <li>• Application of knowledge with substantial depth in some areas and capable of working within established work practices and adhere to policies and procedures.</li> <li>• Applying a range of technical and other skills applicable to the specific work area.</li> <li>• Works under supervision to general direction depending on the tasks involved and experience.</li> <li>• Discretion and independent judgment is required in planning and organizing work for self and others.</li> <li>• In collaboration with other staff, take detailed written observations of children and implement more formal assessment processes.</li> <li>• Carry out administrative duties which relate to effective room management and child care responsibilities.</li> <li>• May be required to demonstrate creativity and engage in planning and designing functions under the guidance of the teacher.</li> <li>• Independent judgment is required in planning and selecting appropriate equipment, service techniques and work organisation.</li> <li>• Responsibility, in consultation with the teacher for the preparation, implementation and evaluation of a developmentally appropriate program for individual children or groups of children.</li> <li>• Under direction, may be required to independently deliver educational programs to students.</li> </ul>
	<b>Appointment to Classification</b>	A Band 2 Employee will commence at Pay Point 2.1 upon appointment. For the purposes of determining an Employee's classification, NextSense will take into consideration the Employee's relevant experience with another Employer.
	<b>Progression</b>	An Employee commences at Pay Point 2.1 upon initial appointment (subject to any prior relevant experience) and progress incrementally through to Pay Point 2.3 on completion of twelve (12) months service at each successive Pay Point, subject to satisfactory performance.
	<b>Supervision</b>	Has no direct reports. Routine supervision, moving to general direction with experience. In some positions, general direction, except where this level of supervision is not required by the nature of the responsibilities being undertaken. May occasionally be responsible for supervising the work of others, including work allocation, rostering and guidance.

### EARLY CHILDHOOD (SUPPORT SERVICES) STREAM

<b>BAND 3</b>	<b>Qualifications and Experience</b>	<ul style="list-style-type: none"> <li>• Diploma and/or advanced diploma level relevant qualification with relevant work related experience; or</li> <li>• Relevant degree with subsequent relevant work experience; or</li> <li>• Equivalent combination of relevant experience and/or education/training.</li> </ul>
	<b>Descriptor</b>	<p>Specific duties and responsibilities of a person in Band 3 in the Early Childhood (Support Services) Stream, in addition to the responsibilities in Band 2, may include some of the following inputs or those of a similar value:</p> <ul style="list-style-type: none"> <li>• Development and application of relevant knowledge in a specialised area and utilising a broad range of skills.</li> <li>• Competencies are applied independently and are substantially non-routine.</li> <li>• Significant discretion and judgment is required in planning, designing professional, technical or supervisory functions related to services, operations or processes.</li> <li>• Performs tasks/assignments which require proficiency in the work area's rules, regulations, policies, procedures, systems, processes and techniques, and how they interact with other related functions, in order to assist in their adaptation to achieve objectives, and advice, assist and influence others.</li> <li>• Able to work independently and exercise independent judgment.</li> <li>• Provide day-to-day supervision, direction and leadership to Band 1 and Band 2 employees;</li> <li>• In consultation with the Pre-school/Kindergarten Director, ensure that programs are planned, implemented and evaluated for each child in accordance with the relevant frameworks.</li> <li>• Expected to set priorities and monitor work flow in the area of responsibility.</li> <li>• Contributing to operational and strategic planning in the area of responsibility.</li> <li>• Responsibility for the professional development of other employees.</li> </ul>
	<b>Appointment to Classification</b>	NextSense has discretion to identify the need for a Band 3 position. Where a need for a Band 3 position is identified, a Band 3 Employee will commence at Pay Point 3.1 upon appointment. For the purposes of determining an Employee's classification, NextSense will take into consideration the Employee's relevant experience with another Employer.
	<b>Progression</b>	An Employee commences at Pay Point 3.1 upon initial appointment (subject to any prior relevant experience) and progress incrementally through to Pay Point 3.3 on completion of twelve (12) months service at each successive Pay Point, subject to satisfactory performance.
	<b>Supervision</b>	<p>In some positions, general direction is appropriate. In other positions, broad direction would apply. Professional supervision from more senior members of the team may be required when performing novel, complex or critical tasks.</p> <p>Would ordinarily be required to exercise management responsibilities.</p>

## EARLY CHILDHOOD (TEACHERS) STREAM

<b>GRADUATE BAND</b>	<b>Qualifications and Experience</b>	<p>This Band is applicable only for positions identified by NextSense as a graduate position for an Early Childhood Teacher who has:</p> <ul style="list-style-type: none"> <li>Completed a degree in education or early childhood education that requires 3 or 4 years of full-time study at an Australian university or the equivalent as determined by the National Office of Overseas Skills Recognition, or the relevant State or Territory teacher registration authority, or in the case of early childhood teachers the relevant licensing and accreditation authority;</li> <li>Is working towards accreditation or registration as a Proficient Teacher in the relevant Australian State or Territory; and</li> <li>Meets the requirements to practice in accordance with their professional association's rules and must be eligible for membership.</li> </ul> <p>NextSense may classify an Early Childhood Teacher who has completed less than two years of full-time equivalent service (and who has not yet attained Proficient Teacher) in the Graduate Band, with recognition of previous full-time equivalent teaching experience.</p>
	<b>Descriptor</b>	<p>Specific duties and responsibilities of an Early Childhood Teacher may include some of the following inputs or those of a similar value:</p> <ul style="list-style-type: none"> <li>Utilise knowledge of pedagogy, child development and curriculum, teaching, learning and assessment theories to implement an effective educational program that supports children's learning and development;</li> <li>Plan and deliver an early childhood education program which meets the needs of children and the group and is in accordance with the relevant frameworks.</li> <li>Demonstrate broad knowledge and compliance of legislative requirements.</li> <li>Implement a range of teaching strategies that support participation and learning of students with disability.</li> <li>Complete organisational and administrative duties as required.</li> </ul>
	<b>Appointment to Classification</b>	<p>A three-year trained Graduate Early Childhood Teacher will commence at G.1 and progress through G.2 and G.3 after completion of 12 months service with satisfactory performance and attainment of capabilities at each point.</p> <p>A four-year trained Graduate Early Childhood Teacher will commence at G.2 and progress through to G.3 after completion of twelve (12) months service with satisfactory performance and attainment of capabilities.</p>
	<b>Progression</b>	<p>To progress to Band 4.1, an Employee must complete twelve (12) months service at G.3, have achieved Proficient Teacher status or equivalent in the relevant Australian State or Territory and demonstrate they can work independently and exercise independent judgment; have a commitment to continuing professional development; and be actively involved in quality improvement activities for the organisation.</p>
	<b>Supervision</b>	<p>Work under supervision and direction of the nominated supervisor and/or experienced and senior members of the team. It is expected that as experience is gained, the level of professional judgment increases and direct professional supervision decreases.</p>



## **Recognition of Previous Teaching Experience**

For the purposes of determining an Employee's classification under this Agreement, NextSense will consider an Employee's relevant teaching experience with another employer. It is the Employee's responsibility to provide NextSense with the requisite documentary evidence prior to their appointment or progression. Where the Employee provides such evidence within three months after appointment or progression, the Employee shall be paid the higher rate from the date they were appointed or the date the progression entitlement arose. Evidence provided outside the three months from the Employee's appointment or date of progression shall be paid at the higher rate from the next full pay period on or after the date of proof is provided to NextSense. Evidence that has been previously provided to the Employer, does not need to be re-submitted by the Employee.

### *Service*

For the purposes of determining an Employee's classification and progression under this Agreement, service means a period of 12 (twelve) months teaching service in recognised schools or in schools certified or registered under the appropriate legislation in other States or Territories of the Commonwealth of Australia. For the purposes of calculating service:

- v. Any employment for a period of twelve (12) months as a Full-Time or Part-Time Teacher (including employment as a temporary Full-Time or Part-Time Teacher), shall be counted as service;
- vi. The amount of service for a Casual Teacher shall be calculated on the basis of evidence of service equivalent of a full-time year of teaching service of 200 full casual days in Australian schools;
- vii. Where deemed appropriate and relevant, NextSense may recognise, on appointment, prior teaching services of an Employee, whether in Australia or in another English speaking country; and
- viii. Periods of leave without pay and unpaid parental leave shall not count as service.

## EARLY CHILDHOOD (TEACHERS) STREAM

<b>BAND 4</b>	<b>Qualifications and Experience</b>	Must meet the full accreditation and registration requirements with the relevant accreditation authority as a Proficient Teacher or equivalent in the relevant Australian State or Territory and have relevant experience to perform the inherent requirements of a Band 4 Teacher.
	<b>Descriptor</b>	<p>Specific duties and responsibilities of a Band 4 Early Childhood Teacher may include, in addition to the responsibilities for a Graduate Early Childhood Teacher, some of the following inputs or those of a similar value:</p> <ul style="list-style-type: none"> <li>• Maintain a contemporary knowledge of educational theories and issues and consistently seek out opportunities to enhance their skills through professional development, engagement with colleagues and more knowledgeable peers and other relevant professionals.</li> <li>• Role modelling of positive behaviours and sharing knowledge and skills with other members of the team.</li> <li>• Undertake a range of tasks to actively encourage the involvement of parents and seek to establish positive relationships and links with other services and community groups.</li> </ul> <p>A Band 4 Early Childhood Teacher at Skilled Teacher Pay Point 4.6, must, in addition to the descriptors outlined above, demonstrate:</p> <ul style="list-style-type: none"> <li>• Knowledge of current practice in vision or hearing impairment along with a commitment to continuing professional development of themselves and colleagues. This may involve leading or contributing to professional development activities of their team.</li> <li>• Design and implement teaching activities that support the participation and learning of students with disability and address relevant policy and legislative requirements.</li> <li>• Apply knowledge of the content and teaching strategies of the teaching area to develop engaging teaching activities.</li> <li>• Select and use relevant teaching strategies to develop knowledge, skills, problem solving and critical and creative thinking.</li> <li>• Establish and implement inclusive and positive interactions to engage and support all students in classroom activities.</li> <li>• An ability to work with a high level of professional skill, involving complex professional issues and actively contribute to the development of professional knowledge and skill resulting in positive impacts on service delivery.</li> <li>• An ability to contribute to the evaluation and development of guidelines, procedures and practices, applicable to their professional work and participate in quality improvement activities as required.</li> <li>• May be required to contribute to the supervision and mentorship of graduates, peers and less experienced team members.</li> <li>• May be required to exercise delegated duties or responsibilities as directed.</li> </ul>
	<b>Appointment to Classification</b>	An Employee's appointment to Band 4 is dependent on the Early Childhood Teacher accreditation level and the requisite years of experience since attaining Proficient Teacher or equivalent. For the purposes of determining an Employee's classification, NextSense will take into consideration the Employee's relevant experience with another employer.

<p><b>Progression</b></p>	<ul style="list-style-type: none"> <li>• An Early Childhood Teacher in Band 4 will commence at 4.1, upon initial appointment and progress incrementally through to Pay Point 4.5 on completion of twelve (12) months service, subject to satisfactory performance.</li> <li>• An Early Childhood Teacher will be eligible for progression to Pay Point 4.6 upon application to and approval by NextSense where: <ul style="list-style-type: none"> <li>○ The employee has at least seven (7) years of relevant professional experience in teaching, performing at a competent level; and</li> <li>○ Can demonstrate an ability to perform at the level outlined above for a Skilled Teacher.</li> </ul> </li> <li>• An Early Childhood Teacher on Pay Point 4.6 will progress incrementally through to Pay Point 4.8 on completion of twelve (12) months service, subject to satisfactory performance at each successive Pay Point.</li> <li>• An Early Childhood Teacher in Band 4 does not automatically progress to Band 5. Consideration will be given to whether there is a vacancy for a position in Band 5 and/or if there is an organisational need for a Band 5 Teacher. To be considered for re-classification to Band 5, an Early Childhood Teacher must in their application to NextSense, demonstrate an ability to perform substantively the requirements of a Band 5 Early Childhood Teacher.</li> </ul>
<p><b>Supervision</b></p>	<p>In some positions, general direction is appropriate. In other positions, broad direction would apply. Professional supervision from more senior members of the team may be required when performing novel, complex or critical tasks. May be required to mentor and/or supervise less experienced members of the team.</p>

**EARLY CHILDHOOD (TEACHERS) STREAM**

<b>BAND 5</b>	<b>Qualifications and Experience</b>	<p>A teacher at this Band would have ordinarily:</p> <ul style="list-style-type: none"> <li>• Attained accreditation at Highly Accomplished/Lead Teacher or equivalent with the relevant State or Territory Accreditation Authority; or attained a relevant post graduate qualification of at least a master's level; and/or</li> <li>• Deemed by NextSense to be performing at a Band 5 capacity based on qualification, experience, and the inherent requirement of the role the Employee is engaged by NextSense to perform.</li> </ul>
	<b>Leadership Level</b>	Highly Skilled Teacher/ Teaching Directors of a Pre-school/Kindergarten
	<b>Descriptor</b>	<p>Specific duties and responsibilities of a Band 5 Early Childhood Teacher may include, in addition to the responsibilities for a Band 4 Early Childhood Teacher, some of the following inputs or those of a similar value:</p> <ul style="list-style-type: none"> <li>• Demonstrate possession of specialist knowledge and experience in dealing with complex professional issues.</li> <li>• Provide supervision and mentorship to other staff within the service.</li> <li>• Actively pursue opportunities to advocate on behalf of children and for the development and delivery of early childhood education by working collaboratively and effectively with appropriate groups in the broader community.</li> <li>• Developing and delivering professional development activities.</li> <li>• Responsible for providing support for the efficient, cost effective and timely delivery of services.</li> <li>• Develop and apply a comprehensive range of assessment strategies to diagnose learning needs, comply with curriculum requirements and support colleagues to evaluate the effectiveness of their approaches to assessment.</li> <li>• Support colleagues to develop effective teaching strategies that address the learning strengths and needs of students from diverse linguistic, cultural, religious and socioeconomic backgrounds.</li> <li>• Work with colleagues to access specialist knowledge, and relevant policy and legislation, to develop teaching programs that support the participation and learning of students with disability.</li> <li>• Assist colleagues to select a wide range of verbal and non-verbal communication strategies to support students' understanding, engagement and achievement.</li> <li>• May be required to conduct new referral visits and communicate recommendations to the departmental manager as required.</li> <li>• May be required to manage a team of less experienced team members.</li> <li>• Promote and deliver best practice initiatives including modelling positive behaviour strategies across the Pre-school or Kindergarten.</li> <li>• May be required to lead colleagues to evaluate the effectiveness of learning and teaching programs differentiated for the specific learning needs of students across the full range of abilities.</li> <li>• May be required to monitor the quality and delivery of programs in accordance with current research and industry standards.</li> <li>• May be required to demonstrate an ability to foster an environment of collaboration and innovation in alignment with organisational values and actively participate in increasing the overall quality of the program.</li> <li>• May be responsible for quality and improvement plans for the Pre-school/Kindergarten.</li> <li>• May be responsible for ensuring that the Pre-school/Kindergarten maintains its registration.</li> <li>• In collaboration with leadership, may be required to oversee the strategic and operational management of the Pre-school/Kindergarten.</li> </ul>

	<ul style="list-style-type: none"> <li>• May be allocated responsibility for the carriage of specific projects and/or initiatives as assigned by NextSense.</li> </ul>
<b>Appointment to Classification</b>	<p>Employees classified as a Band 5 Early Childhood Teacher will commence at Pay Point 5.1. For the purposes of determining an Employee's classification, NextSense will take into consideration the Employee's relevant experience with another employer.</p> <p>NextSense may, at its discretion, appoint an Employee to Pay Point 5L if NextSense identifies a need for a role requiring an Employee to perform additional management responsibilities and achieve a specific and identified purpose. Appointments at this Pay Point require NextSense to give consideration to whether there is an organisational need for a Pay Point 5L Teacher.</p>
<b>Progression</b>	<p>An Early Childhood Teacher in Band 5 will commence at Pay Point 5.1, upon initial appointment and incrementally progress through to Pay Point 5.3, after completion of twelve (12) months service at each successive Pay Point and subject to satisfactory performance.</p>
<b>Supervision</b>	<ul style="list-style-type: none"> <li>• Ordinarily will have supervisory and mentorship responsibilities.</li> <li>• May have management responsibilities with some direct reports.</li> <li>• Operate under broad direction with some overall autonomy and decision making. In some roles, an employee will operation under strategic direction and significant overall degree of autonomy.</li> </ul>

### Pay Schedule – Early Childhood Stream

Classifications	Rates effective from the first full pay period on 1 July 2021	Rates effective from the first full pay period on 1 July 2022	Rates effective from the first full pay period on 1 July 2023
		2.5%*	2.5%*
<b>Band 1 Early Childhood (Support Services)</b>			
1.1	\$47,195	\$48,375	\$49,584
1.2	\$48,831	\$50,052	\$51,303
1.3	\$50,418	\$51,678	\$52,970
1.4	\$51,291	\$52,573	\$53,887
1.5	\$52,702	\$54,020	\$55,371
1.6	\$55,375	\$56,759	\$58,178
<b>Band 2 Early Childhood (Support Services)</b>			
2.1	\$58,010	\$59,460	\$60,947
2.2	\$58,897	\$60,369	\$61,878
2.3	\$59,773	\$61,267	\$62,799
<b>Band 3 Early Childhood (Support Services)</b>			
3.1	\$59,850	\$61,346	\$62,880
3.2	\$60,235	\$61,741	\$63,285
3.3	\$61,139	\$62,667	\$64,234
<b>Graduate Band – Early Childhood (Teachers)</b>			
G.1	\$67,102	\$68,780	\$70,500
G.2	\$71,208	\$72,988	\$74,813
G.3	\$76,120	\$78,023	\$79,974
<b>Band 4 Early Childhood (Proficient Teachers)</b>			
4.1	\$81,383	\$83,418	\$85,503
4.2	\$86,130	\$88,283	\$90,490
4.3	\$90,314	\$92,572	\$94,886
4.4	\$93,079	\$95,406	\$97,791
4.5	\$94,713	\$97,081	\$99,508
<b>Band 4 Early Childhood (Skilled Teachers)</b>			
4.6	\$96,212	\$98,617	\$101,083
4.7	\$99,487	\$101,974	\$104,524
4.8	\$101,885	\$104,432	\$107,043
<b>Band 5 Early Childhood (Highly Skilled Teachers)</b>			
5.1	\$103,150	\$105,729	\$108,372
5.2	\$106,072	\$108,724	\$111,442
5.3	\$108,500	\$111,213	\$113,993
<b>Band 5 Early Childhood (5L Teacher)</b>			
5L**	\$110,000 to \$140,000	\$112,750 to \$143,500	\$115,560 to \$147,100

\*The rates are inclusive of a 2.5% increase as prescribed under Part 6 - Applicable Pay Schedules and Review of Salaries.

\*\*Salary to be nominated by NextSense within the prescribed range of the bandwidth based on internal equity, inherent requirements of the role, an employee's relevant qualification and experience, external benchmarks and relevant market drivers. Salary will be reviewed on an annual basis to ensure that the nominated salary remains current and equitable and in reference to clause 6.3 and clause 6.4 of the Agreement.

## Translocation Schedule – Early Childhood Employees

This schedule applies to Employees who were employed prior to the commencement of the Agreement under the following Enterprise Agreements and applicable classifications:

- *RIDBC Therapy and Early Childhood Employees Enterprise Agreement 2017 – 2020*;
- *Victorian Early Childhood Teachers and Educators Agreement 2016*

Early Childhood Teachers* under the <i>RIDBC Therapy and Early Childhood Employees Enterprise Agreement 2017 – 2020</i>	The Agreement
Step 1	G.1
Step 2	G.2
Step 3	G.3
Step 4	4.1
Step 5	4.2
Step 6	4.3
Step 7	4.4
Step 8	4.5
Step 9	4.6
Step 10	4.7
Step 11	4.8
Experienced Teacher, Step 1	5.1
Experienced Teacher, Step 2	5.2
Leading Teacher, Step 1**	5L
Leading Teacher, Step 2**	5L
Program Coordinator, Step 1**	5L
Program Coordinator, Step 2**	5L

\* This captures Employees who are employed to work as a teacher in a NextSense school or a Pre-school or Kindergarten.

\*\*Translocation identified above for the Employees is subject to the Employee performing a role that is identified as a Band 5L Teacher under the Early Childhood (Teachers) Stream under the Agreement.

Educators under the <i>Victorian Early Childhood Teachers and Educators Agreement 2016</i>	The Agreement
Level 1.1	1.1
Level 1.2	1.2
Level 1.3	1.3
Level 1.4	1.4
Level 1.5	1.5
N/A	1.6*
Level 2.1	2.1
N/A	2.2**
N/A	2.3**
Activity Group Leader Level 1	3.1
Activity Group Leader Level 2	3.2
Activity Group Leader Level 3	3.3

\*An Employee at Level 1.5 (Educator) under the *Victorian Early Childhood Teachers and Educators Agreement 2016* will be translocated to Band 1.6 under the Agreement, provided they have completed 12 months at Level 1.5.

\*\* An Employee at Level 2.1 (Educator) under the *Victorian Early Childhood Teachers and Educators Agreement 2016* will be translocated to Band 2.2 under the Agreement, provided they have completed 12 months at Level 2.1.

**Schedule A.6 – Classification Structure and Pay Schedules  
Academic/Research Stream**

ACADEMIC/RESEARCH STREAM		
<b>BAND 4</b>	<b>Qualifications</b>	<ul style="list-style-type: none"> <li>Tertiary qualification and/or experience recognised by NextSense as appropriate for the relevant discipline area.</li> <li>As a minimum, a four-year degree in a relevant discipline with subsequent relevant experience and/or equivalent qualifications and/or professional experience, will be required.</li> <li>A doctoral or masters qualification or equivalent accreditation and standing may be required.</li> </ul>
	<b>Experience</b>	In determining experience relative to qualifications, regard is had to teaching experience, experience in research, experience outside tertiary education, creative achievements, professional contributions and/or contributions to technical achievement.
	<b>Leadership Level</b>	Associate Lecturer/Research Associate (4A) & Lecturer/ Research Fellow (4B)
	<b>Descriptor</b>	<p>Specific duties and responsibilities of a person in Band 4 in the Academic/Research Stream may include some of the following inputs or those of a similar value:</p> <ul style="list-style-type: none"> <li>Conduct research/scholarly activities under limited supervision either independently or as a member of a team.</li> <li>Contribute to teaching and develop expertise in teaching and research the fields in which NextSense operates with an increasing degree of autonomy.</li> <li>Actively and meaningfully contribute to the organisation and broader community.</li> <li>Develop and deliver professional learning resources within NextSense and the field more broadly, at a level appropriate to their skills and experience.</li> <li>Prepare and facilitate, under direction from senior staff, professional learning for internal and external stakeholders, at a level appropriate to their skills and experience.</li> <li>Participate in additional activities that are appropriate to their profession or discipline, including providing expert advice and guidance to internal and external stakeholders, at a level appropriate to skills and experience.</li> <li>Undertake administrative functions primarily relating to their role at NextSense.</li> <li>Develop program material with appropriate advice from and support of more senior staff members.</li> <li>Provide consultation in relation to complex client and service-related matters, at a level appropriate to their skills and experience.</li> <li>Publish the results of the research conducted as sole author or in collaboration.</li> </ul> <p>A person classified as a Research Fellow (4B) may also be required to:</p> <ul style="list-style-type: none"> <li>Make independent and original contributions to research, which have a significant impact on the employee's field of expertise.</li> <li>Provide leadership in research, including research training and supervision.</li> <li>Foster excellence in research, research policy and research training.</li> </ul>



<b>Appointment to Classification</b>	A person's appointment to Band 4A or Band 4B is dependent on their qualifications and experience in research and teaching. A postgraduate qualification or equivalent accreditation and standing will ordinarily be required for classification at Band 4B. A person classified at Band 4A may be re-classified to Band 4B on assessment of merit and an individual's research, academic and professional achievements relevant to the type and level of leadership responsibilities attributed to the person. University reclassification may form part of the evidence used in assessing merit in research, academic and professional achievement.
<b>Progression</b>	A person will commence at 4A.1 or 4B.1 upon initial appointment and progress incrementally through their pay scale upon completion of twelve (12) months service, subject to satisfactory performance.
<b>Supervision</b>	<ul style="list-style-type: none"> <li>• A Band 4 staff member will work with support and direction from academic/research staff members classified at higher bands and with an increasing degree of autonomy as the staff member gains in skill and experience.</li> <li>• Professional supervision from more senior members of the team may be required when performing novel, complex or critical tasks.</li> <li>• May be required to supervise and manage employees performing an administrative function.</li> </ul>

ACADEMIC/RESEARCH STREAM		
BAND 5	<b>Qualifications</b>	<ul style="list-style-type: none"> <li>Advanced tertiary qualifications, which will typically include a doctoral qualification or equivalent accreditation and standing; and/or</li> <li>Recognised significant experience in the relevant discipline area.</li> </ul>
	<b>Experience</b>	In determining experience relative to qualifications, regard is had to teaching experience, experience in research, experience outside tertiary education, creative achievements, professional contributions and/or contributions to technical achievement. A record of demonstrable scholarly and professional achievement in the relevant discipline area will ordinarily be required.
	<b>Leadership Level</b>	Senior Lecturer
	<b>Descriptor</b>	<p>In addition to the duties outlined in Band 4, specific duties and responsibilities of a person in Band 5 in the Academic/Research Stream may include some of the following inputs or those of a similar value:</p> <ul style="list-style-type: none"> <li>Undertake independent teaching and research in the specific discipline or related area;</li> <li>Make independent contributions to research, and/or teaching through professional practice and expertise and co-ordinate and/or lead the activities of other staff, as appropriate to the discipline.</li> <li>Provide leadership and foster excellence in research, teaching and policy development and training in their identified discipline.</li> <li>Make significant contributions to research in the fields in which NextSense operates and make significant contribution to the research and academic sector of the organisation.</li> <li>Make commensurate contribution to the work of NextSense.</li> <li>Assume responsibility for significant program development and implementation which may have impact on other areas of NextSense's operations.</li> <li>Take a significant role in achieving broad objectives while operating within complex organisational structures.</li> </ul>
	<b>Appointment to the classification</b>	A person's appointment to Band 5 is dependent on their qualifications and experience in research and teaching. University reclassification may form part of the evidence used in assessing merit in research, academic and professional achievement.
	<b>Progression</b>	A person will commence at 5.1 upon initial appointment and progress incrementally through their pay scale upon completion of twelve (12) months service, subject to satisfactory performance.
	<b>Supervision</b>	Operate under broad direction with some overall autonomy and decision making. Will ordinarily be required to supervise and manage employees.

ACADEMIC/RESEARCH STREAM		
BAND 6	<b>Qualifications and Experience</b>	<ul style="list-style-type: none"> <li>Advanced tertiary qualifications, which will typically include a doctoral qualification or equivalent accreditation and standing; and/or</li> <li>Recognised significant experience in the relevant discipline area.</li> </ul>
	<b>Experience</b>	In determining experience relative to qualifications, regard is had to teaching experience, experience in research, experience outside tertiary education, creative achievements, professional contributions and/or contributions to technical achievement. A record of demonstrable scholarly and professional achievement in the relevant discipline area will be required.
	<b>Leadership Level</b>	Associate Professor(6A)/ Professor (6B)
	<b>Descriptor</b>	<p>In addition to the duties outlined in Band 5, specific duties and responsibilities of a person in Band 6 in the Academic/Research Stream may include some of the following inputs or those of a similar value:</p> <ul style="list-style-type: none"> <li>Make original, innovative, distinguished, and outstanding contributions to the research and academic sector of NextSense.</li> <li>Make original, innovative, and distinguished contributions to research in the fields in which NextSense operates and make significant contribution to the research and academic sector of the organisation.</li> <li>Provide leadership and foster excellence in research, teaching and policy development and training in the academic discipline of the organisation and within the community, professional, commercial or industry sectors.</li> <li>Play an active role in the maintenance of academic and research standards and in the development of policy and of curriculum areas within the discipline of vision and hearing impairment and/or other related disciplines.</li> <li>Make significant professional achievement as an eminent authority in the relevant discipline and achievement of distinction at the national level (and usually also distinction at the international level).</li> </ul>
	<b>Appointment to a classification</b>	A person's appointment to Band 6A or Band 6B is dependent on their qualification and experience in research and teaching. A person classified at Band 6A may be re-classified to Band 6B on assessment of merit and an individual's research, academic and professional achievements relevant to the type and level of leadership level attributed to the person. University reclassification may form part of the evidence used in assessing merit in research, academic and professional achievement.
	<b>Salary nomination within the Bandwidth</b>	Salary to be nominated by NextSense based on internal equity, inherent requirements of the role, an employee's relevant qualification and experience, external benchmarks, and relevant market drivers.
	<b>Supervision</b>	Strategic direction, operating within a significant overall degree of autonomy and under broad direction. Will be required to supervise and manage employees.

### Pay Schedule – Academic/Research Stream

Classifications	Rates effective from the first full pay period on 1 July 2021	Rates effective from the first full pay period on 1 July 2022	Rates effective from the first full pay period on 1 July 2023
		<b>2.5%*</b>	<b>2.5%*</b>
<b>Band 4</b>			
<b>4A.1</b>	\$77,250	\$79,181	\$81,161
<b>4A.2</b>	\$85,086	\$87,213	\$89,393
<b>4A.3</b>	\$91,796	\$94,091	\$96,443
<b>4A.4</b>	\$98,010	\$100,460	\$102,972
<b>4B.1</b>	\$107,193	\$109,873	\$112,620
<b>4B.2</b>	\$114,707	\$117,575	\$120,514
<b>4B.3</b>	\$123,200	\$126,280	\$129,437
<b>Band 5</b>			
<b>5.1</b>	\$129,745	\$132,989	\$136,313
<b>5.2</b>	\$137,213	\$140,643	\$144,159
<b>5.3</b>	\$144,493	\$148,105	\$151,808
<b>Band 6</b>			
<b>6A &amp; 6B**</b>	\$150,000+		

\*The rates are inclusive of a 2.5% increase as prescribed under Part 6 – Applicable Pay Schedules and Review of Salaries.

\*\* Salary to be nominated by NextSense based on internal equity, inherent requirements of the role, an employee's relevant qualification and experience, external benchmarks and relevant market drivers.

## Schedule A.7 – Classification Structure – Executive Stream

EXECUTIVE STREAM	
<b>Qualifications and Experience</b>	<ul style="list-style-type: none"> <li>Postgraduate qualifications and extensive relevant experience; and</li> <li>Extensive senior management experience and proven expertise in the management of significant human and material resources; or</li> <li>An equivalent combination of relevant experience and/or education/training.</li> </ul>
<b>Leadership Level</b>	Executive Member of the Senior Leadership Team
<b>Descriptor</b>	<p>The responsibilities of an Employee in the Executive Stream may include some of the following inputs or those of a similar value:</p> <ul style="list-style-type: none"> <li>Demonstrated capacity to conceptualise, develop and review major professional, management or administrative policies at the corporate level.</li> <li>Develops and drives strategic direction across their department/s.</li> <li>Contributes to broader organisational strategic plans.</li> <li>Demonstrated leadership skills to effectively develop and support staff and successfully execute on strategy.</li> <li>Demonstrate and drive a positive organisational culture for our people, modelling behaviours aligned with our organisational values.</li> <li>Develops financial targets and budgets.</li> <li>Multi-Stakeholder Management</li> <li>Bring a multi-perspective understanding to commercial business development, change implementation devise new ways of adapting strategies to new demands.</li> <li>Complex, significant and high-level strategic and creative planning, program and managerial functions with clear accountability for business performance.</li> <li>Comprehensive knowledge of related programs, services, business functions and co-dependencies.</li> <li>Manages large scale budgets with organisational reach and impact.</li> <li>Has multiple direct reports, including senior management.</li> </ul>
<b>Pay Range (Bandwidth)</b>	\$170,000+
<b>Salary Nomination within the Bandwidth</b>	Salary to be nominated by NextSense within the prescribed range of the bandwidth based on internal equity, inherent requirements of the role, an employee's relevant qualification and experience, external benchmarks and relevant market drivers. Salary will be reviewed on an annual basis to ensure that the nominated salary remains current and equitable.
<b>Supervision</b>	<p>Broad direction, operating with a high overall degree of autonomy and responsibility.</p> <p>Will have ultimate leadership responsibility for diverse activities and/or staff across one or more streams.</p> <p>Employees would report directly to the Chief Executive.</p>

## SCHEDULE B - Allowances

### Sole Therapist Allowance

Annual Allowance from the first full pay period on or after 1 July 2021	Annual Allowance from the first full pay period on or after 1 July 2022	Annual Allowance from the first full pay period on or after 1 July 2023
\$2,185	\$2,240	\$2,296

### Director's Allowance

Units	Annual Allowance from the first full pay period on or after 1 July 2021	Annual Allowance from the first full pay period on or after 1 July 2022	Annual Allowance from the first full pay period on or after 1 July 2023
1	\$10,175	\$10,430	\$10,691
2	\$13,355	\$13,689	\$14,032

**Unit 1:** Up to 55 places

**Unit 2:** 56 or more places

### Educational Leader's Allowance

Annual Allowance from the first full pay period on or after 1 July 2021	Annual Allowance from the first full pay period on or after 1 July 2022	Annual Allowance from the first full pay period on or after 1 July 2023
\$3,846	\$3,943	\$4,042

### Meal Allowance

Rates effective from the first full pay period on or after 1 July 2021	Rates effective from the first full pay period on or after 1 July 2022	Rates effective from the first full pay period on or after 1 July 2023
\$13.80 per shift and a further \$12.30 if required to do more than 4 hours overtime in a shift.	\$14.15 per shift and a further \$12.60 if required to do more than 4 hours overtime in a shift.	\$14.50 per shift and a further \$12.90 if required to do more than 4 hours overtime in a shift.

**Signing Page**

**Executed as an Agreement**

Dated this                    day of                    2021

**Signed** for an on behalf of

**NextSense, trademark of Royal Institute for Deaf and Blind Children (ABN 53 443 272 865)**

By an authorised officer in the presence of

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Signature of authorised officer

.....  
Signature of Witness

.....  
Name and address of authorised officer

.....  
Name of Witness (print)

.....  
Office Held

**Signed** for and on behalf of the  
**Independent Education Union of Australia (IEU)**

.....  
Signature of authorised officer

.....  
Signature of Witness

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Name and address of authorised officer

.....  
Name of Witness (print)

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Office Held

**Signed** for and on behalf of the  
**Australian Education Union  
Victorian Branch (AEU)**

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Signature of authorised officer

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Signature of Witness

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Name and address of authorised officer

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Name of Witness (print)

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Office Held

**Signed** for and on behalf of the  
**Health Services Union Victoria No.3 Branch,  
Trading as the Victorian Allied Health Professionals  
Association (VAHPA)**

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Signature of authorised officer

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Signature of Witness

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Name and address of authorised  
officer

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Name of Witness (print)

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Office Held

**Signed** for and on behalf of the  
**Health Services Union Victoria No.4,  
Trading as the Medical Scientists Association  
Of Victoria (MSAV)**

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Signature of authorised officer

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Signature of Witness

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Name and address of authorised  
officer

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Name of Witness (print)

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Office Held

**Signed** for and on behalf of the  
**Health Services Union NSW Branch (HSU NSW)**

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Signature of authorised officer

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Signature of Witness

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Name and address of authorised  
officer

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Name of Witness (print)

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Office Held