

# INDIVIDUAL FLEXIBILITY AGREEMENT

Dated 2 December 2024

BETWEEN:

Best Kids Early Childhood Service of 10 Mulberry Street, PLUMTOWN NSW 2700 [the Employer]

AND

Jane Sample [the Employee]

1. This Individual Flexibility Agreement is made under the Children's Services Award 2010.
2. This Individual Flexibility Agreement begins to operate on 2 December 2024.
3. This Individual Flexibility Agreement is conditional, subject to the approval of the Employer as a grant recipient under the Early Childhood Education and Care Worker Retention Payment program.
4. The Employer and the Employee hereby agree that the Award as referenced in Clause 1 is varied as follows:
  - a) for all work performed from 2 December 2024 to 30 November 2025, the Employee shall receive an ECEC Retention Payment allowance of \$2.20 per hour plus superannuation.
  - b) for all work performed from 1 December 2025 to 30 November 2026, the Employee shall receive an ECEC Retention Payment *retention allowance* of \$3.30 per hour plus superannuation.
5. Effective 1 July 2025 and 1 July 2026, there shall be an increase to the above allowance rates based on the Annual Wage Review Decision for the 2025/26 and 2026/27 periods (respectively).
6. The above amounts are paid in addition to the workers ordinary rate of pay. Payment will be made in the employee's ordinary pay cycle.

7. This Individual Flexibility Agreement will be terminated at the end of the agreement date 30 November 2026, except where terminated earlier in accordance with Clause 8 or Clause 9.
8. Should the minimum hourly rate payable for a classification under the Children Services Award 2010 be amended to be higher than the current rate including the allowance as stated above under the Early Childhood Education and Care Worker Retention Payment program, the allowance will cease and the Award rate of pay will apply.
9. This Individual Flexibility Agreement can be terminated prior to the end of the agreement date in the following ways:
  - a) if the employer and the employee agree in writing to its termination this Individual Flexibility Agreement, or
  - b) by either the employer or the employee giving 13 weeks' written notice of termination to the other party. At the end of the notice period this Individual Flexibility Agreement will cease to operate, or
  - c) as prescribed by the Employee's relevant Award as may be varied from time to time.
10. The Employer and the Employee have genuinely agreed to enter into this Individual Flexibility Agreement to meet the genuine individual needs of both parties and without any coercion or duress.

**ACCEPTANCE OF INDIVIDUAL FLEXIBILITY AGREEMENT**

EMPLOYEE			
Name			
Signature		Date	

EMPLOYER REPRESENTATIVE			
Name			
Position			
Signature		Date	

FOR EMPLOYEES UNDER 18 YEARS OF AGE			
Parent/guardian name		Date	
Parent/guardian signature			