

The Children’s Services Award—Exposure Draft was first published on 17 May 2016. Subsequent amendments to the draft are as follows:

Publication date	Reason for amendments	Clauses affected
17 May 2016	Exposure Draft	
6 January 2017	Incorporate changes resulting from PR580863	Schedule F
	Incorporate changes resulting from [2016] FWCFB 3500 , PR579915 , PR579627 and PR581528	17, Schedule C, Schedule E
	Incorporate changes resulting from PR582984	20, Schedule H, Schedule I
	Incorporate changes resulting from PR584086	19.5, Schedule J
	Incorporates feedback from the parties at the hearing on 6 December 2016 (Transcript)	2, 11, 17.2(c), Schedule B
17 February 2017	Note added	Schedule B
	Exposure Draft	
19 July 2017	Incorporates feedback from the parties at the hearing on 27 March 2017 (Transcript).	2
	Incorporate changes resulting from [2017] FWCFB 3500 , PR592223 , PR592373 , PR592689 , PR593886	16.1, 16.8, 16.9, 17, Schedule B, Schedule C, Schedule E, Schedule F
	Incorporate changes resulting from [2017] FWCFB 3541	11
	Incorporate changes resulting from [2017] FWCFB 3433	1.2, 2, 4.2, 20.9, 28.6, A.1.8
	Exposure Draft	
26 March 2018	Incorporate change resulting from PR582984	20.7(a)
	Incorporate changes resulting from PR598110	Schedule G
	Incorporates change resulting from [2018] FWCFB 1548	2, 11.1, 11.2, 17.2, Schedule B
	Exposure draft	
15 March 2019	Incorporates changes resulting from [2018] FWCFB 3500 , PR606446 , PR606596 , PR606630 .	16.1, 16.9, 17, Schedule B, Schedule C, Schedule E
	Incorporates changes resulting from [2018] FWCFB 3936 , PR609454	25
	Incorporates changes resulting from [2018] FWCFB 4695 , PR700551	11.6

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Publication date	Reason for amendments	Clauses affected
	Incorporates changes resulting from PR701683	Schedule G
	Incorporates changes resulting from [2018] FWCFB 4175	10.4(b), 11, 13, 13.6, 16.7(e), 17, 17.2(b), 17.2(c), 20.4 Schedule B
	Incorporates changes resulting from [2018] FWCFB 6863 , PR701523	6A
	Incorporates changes resulting from [2018] FWCFB 4704 , PR610286	6, 26, 27, 28, 29
	Incorporates changes resulting from [2018] FWCFB 1548	7.2
	Administrative changes by Modern Awards team	16.8 (deleted), 16A
	To correct error	16.9

A text box indicates that the Exposure Draft has been amended.

Changes agreed to by parties appear in red text.

Underlined text indicates new text that is to be included as a result of a technical and drafting decision.

Strikethrough text indicates existing text that is to be deleted as a result of a technical and drafting decision.

Changes resulting from a determination are incorporated without any underlined text or strikethrough text.

EXPOSURE DRAFT

Children’s Services Award 20XX

This exposure draft has been prepared by staff of the Fair Work Commission based on the **Children’s Services Award 2010** (the Children’s award) as at 17 May 2016. This exposure draft does not seek to amend any entitlements under the Children’s award but has been prepared to address some of the structural issues identified in modern awards.

The review of this award in accordance with s.156 of the *Fair Work Act 2009* is being dealt with in matter [AM2014/263](#). Additionally a number of common issues are being dealt with by the Commission which may affect this award. Transitional provisions have not been included in this exposure draft pending the outcome of the review.

This draft does not represent the concluded view of the Commission in this matter.

Table of Contents

	Page
Part 1— Application and Operation of this Award.....	5
1. Title and commencement	5
2. Definitions.....	5
3. The National Employment Standards and this award	6
4. Coverage	7
5. Effect of variations made by the Fair Work Commission	8
6. Individual flexibility arrangements	8
6A. Requests for flexible working arrangements	10
7. Facilitative provisions for flexible working practices.....	11
Part 2— Types of Employment and Classifications	11
8. Types of employment.....	11
9. Full-time employment.....	12
10. Part-time employment.....	12
11. Casual employment	13
12. Classifications.....	15
Part 3— Hours of Work.....	16
13. Ordinary hours of work.....	16
14. Rostering arrangements—full time and part-time employees	17
15. Breaks.....	19
Part 4— Wages and Allowances	20
16. Minimum wages	20
16A. Payment of wages.....	27
17. Allowances.....	27
18. Superannuation	29
Part 5— Overtime and Penalty Rates.....	31
19. Overtime and penalty rates	31
Part 6— Leave and Public Holidays	34
20. Annual leave	34
21. Personal/carer’s leave and compassionate leave	38
22. Parental leave and related entitlements	38
23. Public holidays.....	38
24. Community service leave.....	39

25. Leave to deal with family and domestic violence39

Part 7— Consultation and Dispute Resolution41

26. Consultation about major workplace change.....41

27. Consultation about changes to rosters or hours of work42

28. Dispute resolution.....43

Part 8— Termination of Employment and Redundancy.....44

29. Termination of employment44

30. ~~Redundancy~~45

31. ~~Transfer to lower paid job on redundancy~~45

32. ~~Employee leaving during redundancy notice period~~.....45

33. ~~Job search entitlement~~45

Schedule A —Classification Structure47

Schedule B —Summary of Hourly Rates of Pay55

Schedule C —Summary of Monetary Allowances71

Schedule D —School-based Apprentices73

Schedule E —Supported Wage System74

Schedule F —National Training Wage77

Schedule G —Part-day Public Holidays.....78

Schedule H —Agreement to Take Annual Leave in Advance79

Schedule I —Agreement to Cash Out Annual Leave80

Schedule J —Agreement for Time Off Instead of Payment for Overtime81

Part 1—Application and Operation of this Award

1. Title and commencement

- 1.1 This award is the *Children’s Services Award 20XX*.
- 1.2 This modern award commenced operation on 1 January 2010. The terms of the award have been varied since that date.
- 1.3 Clause 2—Definitions sets out definitions that apply in this award.
- 1.4 Neither the making of this award nor the operation of any transitional arrangements is intended to result in a reduction in the take-home pay of employees covered by the award. On application by or on behalf of an employee who suffers a reduction in take-home pay as a result of the making of this award or the operation of any transitional arrangements, the Fair Work Commission may make any order it considers appropriate to remedy the situation.

2. Definitions

In this award, unless the contrary intention appears:

Act means the *Fair Work Act 2009* (Cth)

adjunct care means care provided within a facility where the parent or guardian remains responsible for the child and remains close by, usually on the premises

adult apprentice means an apprentice who is 21 years of age or over at the commencement of their apprenticeship

all purposes means the payment will be included in the rate of pay of an employee who is entitled to the allowance, when calculating any penalties or loadings or payments while they are on annual leave (see clause 17.2(a))

AQF means the Australian Qualifications Framework

childcare means a program providing care, support supervision and development for children

children’s services and early childhood education industry has the meaning given in clause 4.2

defined benefit member has the meaning given by the *Superannuation Guarantee (Administration) Act 1992* (Cth)

employee means national system employee within the meaning of the [Act](#) but does not include an employee covered by the *Educational Services (Teachers) Award 20XX*

employer means national system employer within the meaning of the [Act](#)

exempt public sector superannuation scheme has the meaning given by the *Superannuation Industry (Supervision) Act 1993* (Cth)

MySuper product has the meaning given by the *Superannuation Industry (Supervision) Act 1993* (Cth)

long day care centre means a childcare establishment which usually provides services over a period of approximately eight hours or more each day for approximately 48 weeks or more during the year

minimum hourly rate means the minimum hourly rate applicable to an employee’s classification level and pay point as set out at clause 16

NES means the National Employment Standards as contained in [sections 59 to 131](#) of the [Act](#)

occasional care means a service that provides short-term childcare

on-hire means the on-hire of an employee by their employer to a client, where such employee works under the general guidance and instruction of the client or a representative of the client

ordinary hourly rate means the hourly rate for the employee’s classification specified in clause 16, plus any allowances specified as being payable for all purposes.

out-of-school hours care means a program providing childcare and recreation before and/or after school hours and/or during school vacation periods

preschool means a kindergarten, day school or nursery school and will include:

- (a) a full day care centre which means an establishment which does not operate on a sessional basis, but which usually operates during hours and terms which approximate those of a recognised school; and
- (b) a sessional care centre which means an establishment which operates on the basis of morning and/or afternoon sessions and which usually operates during hours and terms which approximate those of a recognised school.

school education weeks of the year means the school education weeks of the year as gazetted or recognised in the relevant State or Territory

standard rate means the minimum weekly rate for a Children’s Services Employee Level 3.1 (Certificate III qualified) in clause 16.1—Minimum wages

vacation care means a service that provides care for school age children during non-term time

3. The National Employment Standards and this award

- 3.1 The [National Employment Standards](#) (NES) and this award contain the minimum conditions of employment for employees covered by this award.

- 3.2 Where this award refers to a condition of employment provided for in the [NES](#), the [NES](#) definition applies.
- 3.3 The employer must ensure that copies of the award and the [NES](#) are available to all employees to whom they apply, either on a notice board which is conveniently located at or near the workplace or through accessible electronic means.

4. Coverage

- 4.1 This industry award covers employers throughout Australia in the children’s services and early childhood education industry and their employees in the classifications listed in Schedule A—Classification Structure, to the exclusion of any other modern award. The award does not cover employers whose primary functions are covered by the following awards:
- (a) the *Educational Services (Schools) General Staff Award 20XX*;
 - (b) the *Higher Education Industry—General Staff—Award 20XX*;
 - (c) the *Local Government Industry Award 20XX*; or
 - (d) the *Social, Community, Home Care and Disability Services Industry Award 20XX*.
- 4.2 **Children’s services and early childhood education industry** means the industry of long day care, occasional care (including those occasional care services not licensed), nurseries, childcare centres, day care facilities, family based childcare, out-of-school hours care, vacation care, adjunct care, in-home care, kindergartens and preschools, mobile centres and early childhood intervention programs.
- 4.3 This award covers any employer which supplies labour on an on-hire basis in the industry set out in clauses 4.1 and 4.2 in respect of on-hire employees in classifications covered by this award, and those on-hire employees, while engaged in the performance of work for a business in that industry. This subclause operates subject to the exclusions from coverage in this award.
- 4.4 This award covers employers which provide group training services for apprentices and trainees engaged in the industry and/or parts of industry set out at clauses 4.1 and 4.2 and those apprentices and trainees engaged by a group training service hosted by a company to perform work at a location where the activities described herein are being performed. This subclause operates subject to the exclusions from coverage in this award.
- 4.5 The award does not cover
- (a) an employee excluded from award coverage by the [Act](#);
 - (b) employees who are covered by a modern enterprise award, or an enterprise instrument (within the meaning of the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)), or employers in relation to those employees; or

- (c) employees who are covered by a State reference public sector modern award, or a State reference public sector transitional award (within the meaning of the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)), or employers in relation to those employees.

4.6 Where an employer is covered by more than one award, an employee of that employer is covered by the award classification which is most appropriate to the work performed by the employee and to the environment in which the employee normally performs the work.

NOTE: Where there is no classification for a particular employee in this award it is possible that the employer and that employee are covered by an award with occupational coverage.

5. Effect of variations made by the Fair Work Commission

A variation to this award does not affect any right, privilege, obligation or liability that a person acquired, accrued or incurred under the award as it existed prior to that variation.

6. Individual flexibility arrangements

Clause 6 substituted in accordance with [PR610286](#)

- 6.1** Despite anything else in this award, an employer and an individual employee may agree to vary the application of the terms of this award relating to any of the following in order to meet the genuine needs of both the employee and the employer:
 - (a) arrangements for when work is performed; or
 - (b) overtime rates; or
 - (c) penalty rates; or
 - (d) allowances; or
 - (e) annual leave loading.
- 6.2** An agreement must be one that is genuinely made by the employer and the individual employee without coercion or duress.
- 6.3** An agreement may only be made after the individual employee has commenced employment with the employer.
- 6.4** An employer who wishes to initiate the making of an agreement must:
 - (a) give the employee a written proposal; and
 - (b) if the employer is aware that the employee has, or reasonably should be aware that the employee may have, limited understanding of written English, take reasonable steps (including providing a translation in an appropriate language) to ensure that the employee understands the proposal.

- 6.5** An agreement must result in the employee being better off overall at the time the agreement is made than if the agreement had not been made.
- 6.6** An agreement must do all of the following:
- (a) state the names of the employer and the employee; and
 - (b) identify the award term, or award terms, the application of which is to be varied; and
 - (c) set out how the application of the award term, or each award term, is varied; and
 - (d) set out how the agreement results in the employee being better off overall at the time the agreement is made than if the agreement had not been made; and
 - (e) state the date the agreement is to start.
- 6.7** An agreement must be:
- (a) in writing; and
 - (b) signed by the employer and the employee and, if the employee is under 18 years of age, by the employee’s parent or guardian.
- 6.8** Except as provided in clause 6.7(b), an agreement must not require the approval or consent of a person other than the employer and the employee.
- 6.9** The employer must keep the agreement as a time and wages record and give a copy to the employee.
- 6.10** The employer and the employee must genuinely agree, without duress or coercion to any variation of an award provided for by an agreement.
- 6.11** An agreement may be terminated:
- (a) at any time, by written agreement between the employer and the employee; or
 - (b) by the employer or employee giving 13 weeks’ written notice to the other party (reduced to 4 weeks if the agreement was entered into before the first full pay period starting on or after 4 December 2013).
- NOTE: If an employer and employee agree to an arrangement that purports to be an individual flexibility arrangement under this award term and the arrangement does not meet a requirement set out in section 144 then the employee or the employer may terminate the arrangement by giving written notice of not more than 28 days (see section 145 of the [Act](#)).
- 6.12** An agreement terminated as mentioned in clause 6.11(b) ceases to have effect at the end of the period of notice required under that clause.
- 6.13** The right to make an agreement under clause 6 is additional to, and does not affect, any other term of this award that provides for an agreement between an employer and an individual employee.

6A. Requests for flexible working arrangements

Clause 6A inserted in accordance with [PR701523](#)

6A.1 Employee may request change in working arrangements

Clause 6A applies where an employee has made a request for a change in working arrangements under s.65 of the [Act](#).

Note 1: Section 65 of the [Act](#) provides for certain employees to request a change in their working arrangements because of their circumstances, as set out in s.65(1A).

Note 2: An employer may only refuse a s.65 request for a change in working arrangements on ‘reasonable business grounds’ (see s.65(5) and (5A)).

Note 3: Clause 6A is an addition to s.65.

6A.2 Responding to the request

Before responding to a request made under s.65, the employer must discuss the request with the employee and genuinely try to reach agreement on a change in working arrangements that will reasonably accommodate the employee’s circumstances having regard to:

- (a) the needs of the employee arising from their circumstances;
- (b) the consequences for the employee if changes in working arrangements are not made; and
- (c) any reasonable business grounds for refusing the request.

Note 1: The employer must give the employee a written response to an employee’s s.65 request within 21 days, stating whether the employer grants or refuses the request (s.65(4)).

Note 2: If the employer refuses the request, the written response must include details of the reasons for the refusal (s.65(6)).

6A.3 What the written response must include if the employer refuses the request

Clause 6A.3 applies if the employer refuses the request and has not reached an agreement with the employee under clause 6A.2.

- (a) The written response under s.65(4) must include details of the reasons for the refusal, including the business ground or grounds for the refusal and how the ground or grounds apply.
- (b) If the employer and employee could not agree on a change in working arrangements under clause 6A.2, the written response under s.65(4) must:
 - (i) state whether or not there are any changes in working arrangements that the employer can offer the employee so as to better accommodate the employee’s circumstances; and

- (ii) if the employer can offer the employee such changes in working arrangements, set out those changes in working arrangements.

6A.4 What the written response must include if a different change in working arrangements is agreed

If the employer and the employee reached an agreement under clause 6A.2 on a change in working arrangements that differs from that initially requested by the employee, the employer must provide the employee with a written response to their request setting out the agreed change(s) in working arrangements.

6A.5 Dispute resolution

Disputes about whether the employer has discussed the request with the employee and responded to the request in the way required by clause 6A, can be dealt with under clause 28—Dispute resolution.

7. Facilitative provisions for flexible working practices

- 7.1 A facilitative provision provides that the standard approach in an award provision may be departed from by agreement between an employer and an individual employee, or an employer and the majority of employees in the enterprise or part of the enterprise concerned.

Clause 7.2 amended in accordance with [\[2018\] FWCFB 1548](#) at [756]

- 7.2 Facilitative provisions in this award are contained in the following clauses:

Clause	Provision	Agreement between an employer and:
13.3	Maximum daily hours	An individual employee
15.3(b)	Paid rest periods	An individual employee
15.4(c)	Breaks between work periods	An individual employee
19.5	<u>Time off instead of overtime</u>	<u>An individual employee</u>
20.8	<u>Annual leave in advance</u>	<u>An individual employee</u>
20.9	<u>Cashing out of annual leave</u>	<u>An individual employee</u>
23.2	Substitution of public holidays	A majority of employees

Part 2—Types of Employment and Classifications

8. Types of employment

- 8.1 Employees under this award will be employed in one of the following categories:

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

- (c) casual.

8.2 At the time of engagement an employer will inform each employee of the terms of their engagement and in particular whether they are to be full-time, part-time or casual.

9. Full-time employment

A full-time employee is engaged to work an average of 38 ordinary hours per week.

10. Part-time employment

10.1 A part-time employee:

- (a) works less than full-time hours of 38 per week;
- (b) has reasonably predictable hours of work; and
- (c) receives, on a pro rata basis, equivalent pay and conditions to those of full-time employees who do the same kind of work.

10.2 An employer may employ a part-time employee in any classification in this award

10.3 At the time of engagement the employer and the part-time employee will agree in writing on a regular pattern of work, specifying at least:

- (a) the hours worked each day;
- (b) which days of the week the employee will work; and
- (c) the actual starting and finishing times each day.

10.4 Changes to agreed pattern of work

- (a) Changes to the agreed regular pattern of work may only be made by agreement in writing between the employer and employee.

Substantive claim regarding clause 10.4(b) referred to separate Full Bench - see [\[2018\] FWCFCB 4175](#) at [177]

- (b) Changes to the days to be worked or to starting and/or finishing times (whether on-going or ad hoc) may also be made by agreement in writing.
- (c) If agreement cannot be reached, the employer may change the days the employee is to work by giving seven days’ notice in advance of the change in accordance with clause 13—Ordinary hours of work.
- (d) The employer does not have to provide seven days’ notice of a change of the days an employee is to work where an emergency outside of the employer’s control causes the employer to make the change.
- (e) In this clause, **emergency** means any situation or event that poses an imminent or severe risk to the persons at an education and care service premises, or a

situation that requires the education and care service premises to be locked-down.

- 10.5 An employer must roster a part-time employee for a minimum of two consecutive hours on any shift.
- 10.6 A part-time employee who agrees to work in excess of their normal hours will be paid at ordinary time for up to eight hours provided that the additional time worked is during the ordinary hours of operation of the early childhood service.
- 10.7 No part-time employee may work more than eight hours on any day without the payment of overtime paid for at the rates prescribed in clause 19—Overtime and penalty rates.
- 10.8 A part-time employee employed under the provisions of this clause must be paid for the ordinary hours worked at the hourly rate prescribed in clause 16—Minimum wages.

11. Casual employment

Clause 11.1 amended in accordance with [\[2018\] FWCFB 1548](#) at [325]. The Full Bench confirmed its provisional view in [\[2018\] FWCFB 4175](#) at [171]

Business SA and AFEI’s substantive claims referred to separate Full Bench - see [\[2018\] FWCFB 4175](#) at [177]

- 11.1 A casual employee is an employee engaged as such and must be paid the ordinary hourly rate payable for a full-time employee for the relevant classification in clause 16—Minimum wages plus a casual loading of **25%**.
- 11.2 A casual employee is one engaged for temporary and relief purposes.
- 11.3 A casual employee may, by mutual agreement, be paid weekly or at the termination of each engagement.
- 11.4 A casual employee must be paid in accordance with the penalties specified in clause 19—Overtime and penalty rates for all work in excess of:
 - (a) eight hours on any day or shift; or
 - (b) 38 hours in any one week.
- 11.5 A casual employee will be paid a minimum of two hours pay for each engagement.

Clause 11.6 inserted in accordance with [PR700551](#)

11.6 Right to request casual conversion

- (a) A person engaged by a particular employer as a regular casual employee may request that their employment be converted to full-time or part-time employment.
- (b) A **regular casual employee** is a casual employee who has in the preceding period of 12 months worked a pattern of hours on an ongoing basis which,

without significant adjustment, the employee could continue to perform as a full-time employee or part-time employee under the provisions of this award.

- (c) A regular casual employee who has worked equivalent full-time hours over the preceding period of 12 months’ casual employment may request to have their employment converted to full-time employment.
- (d) A regular casual employee who has worked less than equivalent full-time hours over the preceding period of 12 months’ casual employment may request to have their employment converted to part-time employment consistent with the pattern of hours previously worked.
- (e) Any request under this subclause must be in writing and provided to the employer.
- (f) Where a regular casual employee seeks to convert to full-time or part-time employment, the employer may agree to or refuse the request, but the request may only be refused on reasonable grounds and after there has been consultation with the employee.
- (g) Reasonable grounds for refusal include that:
 - (i) it would require a significant adjustment to the casual employee’s hours of work in order for the employee to be engaged as a full-time or part-time employee in accordance with the provisions of this award – that is, the casual employee is not truly a regular casual employee as defined in paragraph (b);
 - (ii) it is known or reasonably foreseeable that the regular casual employee’s position will cease to exist within the next 12 months;
 - (iii) it is known or reasonably foreseeable that the hours of work which the regular casual employee is required to perform will be significantly reduced in the next 12 months; or
 - (iv) it is known or reasonably foreseeable that there will be a significant change in the days and/or times at which the employee’s hours of work are required to be performed in the next 12 months which cannot be accommodated within the days and/or hours during which the employee is available to work.
- (h) For any ground of refusal to be reasonable, it must be based on facts which are known or reasonably foreseeable.
- (i) Where the employer refuses a regular casual employee’s request to convert, the employer must provide the casual employee with the employer’s reasons for refusal in writing within 21 days of the request being made. If the employee does not accept the employer’s refusal, this will constitute a dispute that will be dealt with under the dispute resolution procedure in clause 28. Under that procedure, the employee or the employer may refer the matter to the Fair Work Commission if the dispute cannot be resolved at the workplace level.

- (j) Where it is agreed that a casual employee will have their employment converted to full-time or part-time employment as provided for in this clause, the employer and employee must discuss and record in writing:
 - (i) the form of employment to which the employee will convert – that is, full-time or part-time employment; and
 - (ii) if it is agreed that the employee will become a part-time employee, the matters referred to in clause 10.3.
- (k) The conversion will take effect from the start of the next pay cycle following such agreement being reached unless otherwise agreed.
- (l) Once a casual employee has converted to full-time or part-time employment, the employee may only revert to casual employment with the written agreement of the employer.
- (m) A casual employee must not be engaged and re-engaged (which includes a refusal to re-engage), or have their hours reduced or varied, in order to avoid any right or obligation under this clause.
- (n) Nothing in this clause obliges a regular casual employee to convert to full-time or part-time employment, nor permits an employer to require a regular casual employee to so convert.
- (o) Nothing in this clause requires an employer to increase the hours of a regular casual employee seeking conversion to full-time or part-time employment.
- (p) An employer must provide a casual employee, whether a regular casual employee or not, with a copy of the provisions of this subclause within the first 12 months of the employee’s first engagement to perform work. In respect of casual employees already employed as at 1 October 2018, an employer must provide such employees with a copy of the provisions of this subclause by 1 January 2019.
- (q) A casual employee’s right to request to convert is not affected if the employer fails to comply with the notice requirements in clause 11.6(p).

12. Classifications

The definitions of the classification levels in clause 16—Minimum wages are contained in Schedule A—Classification Structure.

Part 3—Hours of Work

13. Ordinary hours of work

Substantive claim referred to separate Full Bench - see [\[2018\] FWCFB 4175](#) at [177]

- 13.1** The ordinary hours of work of full-time employees are an average of 38 hours per week over a one, two or four week cycle.
- 13.2** Ordinary hours will be worked in periods not exceeding eight hours, in unbroken periods except for meal breaks, between Monday and Friday.
- 13.3** Subject to the provisions of clause 6—Individual flexibility arrangements, by agreement between an employer and an employee, an employee may be rostered to work up to a maximum of 10 hours in any one day.
- 13.4** Ordinary hours may be worked between 6.00 am and 6.30 pm.
- 13.5** Where broken shifts are worked the spread of hours must be no greater than 12 hours per day.

13.6 Non-contact time

Non-contact time substantive claim referred to separate Full Bench - see [\[2018\] FWCFB 4175](#) at [177]

- (a) An employee responsible for the preparation, implementation and/or evaluation of a developmental program for an individual child or group of children will be entitled to at least two hours of non-contact time per week for the purpose of planning, preparing, evaluating and programming activities.
- (b) During non-contact time an employee is not required to supervise children or perform other duties directed by the employer.
- (c) Wherever possible non-contact time should be rostered in advance.

13.7 Attendance at court

Where it is necessary for an employee to attend court on the employer’s, or the employer’s clients, behalf in connection with any matter arising out of or in connection with their employment, the time taken will count as time worked.

13.8 Make-up time

An employee may elect, with the consent of their employer, to work make-up time under which the employee takes time off during ordinary hours and works those hours at a later time during the ordinary spread of hours provided for in clause 13.4 at the ordinary rate of pay.

13.9 Hours of work—out-of-school hours care, preschools and kindergartens

- (a) An employee in an out-of-school hours care service, preschool or kindergarten may be employed as a term-time employee to work:
 - (i) only the school education weeks of the year as defined;
 - (ii) an average of 38 ordinary hours per week of the school education year; or
 - (iii) less than an average of 38 hours per week of the school education year.
- (b) All entitlements for term-time employees are no less than those for non term-time employees, except that no ordinary wages are payable for the weeks the employee is not engaged to work.
- (c) Notwithstanding clause 13.9(b) non-engaged periods count as service for the purposes of accrual of paid annual and personal/carer’s leave and wage increments.
- (d) Where a public holiday falls on a day on which a term-time employee is normally employed to work, the employee will be paid at the ordinary hourly rate of pay for the number of hours they would ordinarily have worked on that day.
- (e) Annual leave does not include any public holiday which may occur during the period of leave provided the employee would have ordinarily been required to work on the day on which the public holiday falls.
- (f) Nothing in clause 13.9 prevents an employee in a preschool or kindergarten from being employed other than as a term-time only employee.
- (g) Where a person employed as at the date of making this award is employed on a contract which provides for payment of salary during non-term times or is employed under an award-based transitional instrument or Division 2B State award which provides for such payments the provisions of this clause will not have the effect that their contract of employment is changed as a result of this award coming into operation.
- (h) The making of this award is not intended to prevent other arrangements for staff, who are not required to work during non-term weeks, to be agreed between the employer and majority of employees in a preschool, kindergarten or out-of-school hours care service.

14. Rostering arrangements—full time and part-time employees

Substantive claim referred to separate Full Bench - see [\[2018\] FWCFCB 4175](#) at [177]

14.1 Method of rostering working hours

The method of rostering the 38 hour week may be any of the following:

- (i) by employees working less than eight ordinary hours per day;

- (ii) by employees working less than eight ordinary hours on one or more days each week;
- (iii) by rostering employees off on various days of the week during the work cycle; or
- (iv) by accumulating rostered days off with a maximum of five such days being taken consecutively at times mutually convenient to the employer and the employee.

In the absence of agreement at a workplace in respect to rostering of the 38 hour week the provisions of clause 28—Dispute resolution will apply.

14.2 Rostering

- (a) An employer will post a legible roster at a place readily accessible to employees indicating the rostered hours of work.
- (b) Subject to clause 27, the employer must provide seven days’ notice of a change in an employee’s roster.
- (c) If seven days’ notice is not provided, the employee will be paid at overtime rates until seven days have passed since the notice was given.
- (d) The employer is not required to provide seven days’ notice if:
 - (i) the employer and employee agree to waive or shorten the notice period (in which case the agreement must be recorded in writing and form part of the time and wages records); or
 - (ii) an emergency outside the employer’s control causes the employer to make the change.
- (e) In this clause, **emergency** means any situation or event that poses an imminent or severe risk to the persons at an education and care service premises, or a situation that requires the education and care service premises to be locked-down.
- (f) Where an employee is required to stay beyond their rostered hours because a parent fails to arrive on time to collect a child, this will not be regarded as an emergency. In this circumstance, the employer must pay the employee at overtime rates for the additional time the employee remains at the workplace.
- (g) An employee may be transferred from one location to another within their rostered hours at the direction of the employer. An employee transferring from one location to another during a shift will be paid for the time taken to travel from one location to the other.
- (h) Where an employee is required to permanently transfer to another location (other than by mutual agreement) they must be given seven days’ notice of the change or paid overtime until seven days have passed from the date notice was given.

15. Breaks

15.1 Unpaid meal breaks

- (a) An employee will not be required to work more than five hours without an unpaid meal break of between 30 and 60 minutes. Employees who are engaged for no more than six continuous hours per shift may choose to go without a meal break.
- (b) The meal break must be uninterrupted. Where there is an interruption to the meal break occasioned by the employer, overtime rates must be paid until an uninterrupted break is taken. The minimum overtime payment will be as for 15 minutes with any time in excess of 15 minutes being paid in minimum blocks of 15 minutes.

15.2 Paid meal breaks

- (a) Where an employee is required to remain on the employer’s premises, the employee is entitled to a paid meal break of between 20 and 30 minutes. This paid meal break is to be counted as time worked.
- (b) By agreement with the employer an employee may leave the premises during the meal break, however, such time away from the premises will not be counted as time worked and nor will any payment be made for such time.

15.3 Paid rest breaks

- (a) An employee working four hours or more on any engagement is entitled to a paid rest break of 10 minutes.
- (b) An employee working for seven hours or more is entitled to two paid rest breaks of 10 minutes each unless the employee agrees to go without one of these rest periods.
- (c) All rest breaks must be uninterrupted.

15.4 Breaks between work periods

- (a) An employee is entitled to a 10 hour rest period between the completion of work on one day and the commencement of work on the next. Work includes any reasonable additional hours or overtime.
- (b) Where an employee recommences work without having had 10 hours off work the employee will be paid at overtime rates until such time as they are released from duty for a period of 10 consecutive hours without loss of pay for ordinary time hours occurring during the period of absence.
- (c) By agreement between an employer and an employee the period of 10 hours may be reduced to not less than eight hours.

Part 4—Wages and Allowances

16. Minimum wages

NOTE: A transitional pay equity order taken to have been made pursuant to item 30A of Schedule 3A to the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth) has effect in accordance with that item. A relevant transitional pay equity order operates in Queensland as provided for in items 30A(6) and (7).

Monetary amounts updated as a result of AWR 2018

16.1 An employer must pay adult employees the following minimum wages for ordinary hours worked by the employee:

Classification		Minimum weekly rate \$	Minimum hourly rate \$
Support Worker			
Level 1.1	On commencement	735.60	19.36
Level 2.1	On commencement	763.70	20.10
Level 2.2	After 1 year*	790.10	20.79
Level 3.1	On commencement	837.40	22.04
Children’s Services Employee			
Level 1.1	On commencement	735.60	19.36
Level 2.1	On commencement	763.70	20.10
Level 2.2	After 1 year*	790.10	20.79
Level 3A.1**	On commencement	824.50	21.70
Level 3A.2**	After 1 year	837.40	22.04
Level 3.1	On commencement	837.40	22.04
Level 3.2	After 1 year*	866.20	22.79
Level 3.3	After 2 years*	893.50	23.51
Level 3.4 (Diploma)		942.90	24.81
Level 4A.1	On commencement	893.50	23.51
Level 4A.2	After 1 year*	906.00	23.84
Level 4A.3	After 2 years*	918.30	24.17
Level 4A.4	After 3 years*	931.20	24.51
Level 4A.5	After 4 years*	943.70	24.83
Level 4.1	On commencement	986.40	25.96
Level 4.2	After 1 year*	1001.50	26.36

Classification		Minimum weekly rate \$	Minimum hourly rate \$
Level 4.3	After 2 years*	1016.40	26.75
Level 5A.1	On commencement	1031.50	27.14
Level 5A.2	After 1 year*	1046.40	27.54
Level 5A.3	After 2 years*	1061.30	27.93
Level 5.1	On commencement	1031.50	27.14
Level 5.2	After 1 year*	1046.40	27.54
Level 5.3	After 2 years*	1061.30	27.93
Level 5.4***		1065.00	28.03
Level 6A.1	On commencement	1189.40	31.30
Level 6A.2	After 1 year*	1204.20	31.69
Level 6A.3	After 2 years*	1219.00	32.08
Children’s Services Employee—Director			
Level 6.1	On commencement	1189.40	31.30
Level 6.2	After 1 year*	1204.20	31.69
Level 6.3	After 2 years*	1219.00	32.08
Level 6.4	On commencement	1264.60	33.28
Level 6.5	After 1 year*	1276.10	33.58
Level 6.6	After 2 years*	1291.50	33.99
Level 6.7	On commencement	1306.80	34.39
Level 6.8	After 1 year*	1321.70	34.78
Level 6.9	After 2 years*	1336.60	35.17
*Reference to a year or years of service is to service in the industry			
**Former Western Australian ‘E’ worker classification			
***An Assistant Director who holds an Advanced Diploma (AQF 6/3 year qualified) must be paid no less than Level 5.4			

See Schedule B for a summary of hourly rates of pay, including overtime and penalties.

16.2 Progression for Children’s Services Employees

- (a) Progression from one level to the next within a classification is subject to an employee meeting the following criteria:
 - (i) competency at the existing level;

- (ii) 12 months experience at that level (or in the case of employees employed for 19 hours or less per week, 24 months) and in-service training as required; and
 - (iii) demonstrated ability to acquire the skills necessary for advancement to the next pay point.
- (b) Where an employee is deemed not to have met the requisite competency at their existing level at the time of the appraisal, progression may be deferred for a period of three months provided that:
- (i) the employee is notified in writing of the reasons for the deferral;
 - (ii) the employee has, in the previous 12 months, been provided with the in-service training required to attain a higher pay point; and
 - (iii) following any deferral, the employee is provided with the training necessary to advance to the next level.
- (c) Where an appraisal has been deferred for operational reasons beyond the control of either party and the appraisal subsequently deems the employee to have met the requirements of clause 16.2(a), any increase in wages will be back paid to the 12 (or 24) month anniversary date of the previous progression.
- (d) An employee whose progression has been refused or deferred may invoke the provisions of clause 28—Dispute resolution. If the resolution results in the advancement being granted, any increase in wages will be backdated to the relevant anniversary date.
- (e) An employee employed as a Children’s Services Employee Level 2 on completion of an accredited introductory childcare course will immediately progress by one additional level beyond that determined in accordance with clause 16.2(a). Any additional steps will be subject to meeting the requirements of clause 16.2(a).

16.3 Junior employees

- (a) Junior employees employed as Children’s Services Employees Level 3, 4 and 5 must be paid at the appropriate adult rate.
- (b) Junior employees employed as Children’s Services Employee Level 1 or 2 will be paid no less than the following percentages of the corresponding Children’s Services Employee Level 2 rate:

Age	% of adult rate
16 years and under	70
At 17 years	80
At 18 years	90
At 19 years	100

16.4 Apprentices

- (a) Apprentices will be engaged in accordance with the relevant apprenticeship legislation and paid no less than an unapprenticed junior of the same age.
- (b) For apprentices who commenced on or after 1 January 2014, the minimum rate of pay will be as set out in the table below, subject to the proviso in clause 16.4(a) that no apprentice will be paid less than an unapprenticed junior of the same age.

Year of apprenticeship	% of minimum rate for Children’s Services Employee Level 3.1 for apprentices who have not completed year 12	% of minimum rate for Children’s Services Employee Level 3.1 for apprentices who have completed year 12
1st year	50	55
2nd and subsequent years	60	65

16.5 Adult apprentices

- (a) An adult apprentice who commenced their apprenticeship on or after 1 January 2014 and is in the first year of their apprenticeship will be paid:
 - (i) **80%** of the ordinary hourly rate for Level 3.1 in clause 16.1; or
 - (ii) the rate prescribed by clause 16.4 for the relevant year of the apprenticeship,

whichever is the greater.
- (b) An adult apprentice who commenced on or after 1 January 2014 and is in the second and subsequent years of their apprenticeship must be paid:
 - (i) the rate for the lowest adult classification in clause 16.1; or
 - (ii) the rate prescribed by clause 16.4 for the relevant year of the apprenticeship,

whichever is the greater.
- (c) A person employed by an employer under this award immediately prior to entering into a training agreement as an adult apprentice with that employer must not suffer a reduction in their minimum wage by virtue of entering into the training agreement, provided that the person has been an employee in that enterprise for at least:
 - (i) six months as a full-time employee; or
 - (ii) 12 months as a part-time or regular and systematic casual employee, immediately prior to commencing the apprenticeship.

- (d) For the purpose only of fixing a minimum wage, the adult apprentice must continue to receive the minimum wage that applies to the classification specified in clause 16.1 in which the adult apprentice was engaged immediately prior to entering into the training agreement.

16.6 Apprentice conditions of employment

- (a) Except as provided in this clause or where otherwise stated, all conditions of employment specified in this award apply to apprentices.

(b) Block release training—travel costs

- (i) Where an apprentice is required to attend block release training for training identified in or associated with their training contract, and such training requires an overnight stay, the employer must pay for the excess reasonable travel costs incurred by the apprentice in the course of travelling to and from such training.

- (ii) Provided that clause 16.6(b)(i) will not apply where the apprentice could attend an alternative Registered Training Organisation (RTO) and the use of the more distant RTO is not agreed between the employer and the apprentice.

- (iii) For the purposes of clause 16.6(b)(i), excess reasonable travel costs:

- include the total costs of reasonable transportation (including transportation of tools where required), accommodation costs incurred while travelling (where necessary) and reasonable expenses incurred while travelling, including meals, which exceed those incurred in travelling to and from work; and
- do not include payment for travelling time or expenses incurred while not travelling to and from block release training.

(iv) Reduction of payment

The amount payable by an employer under clause 16.6(b)(i) may be reduced by an amount the apprentice is eligible to receive for travel costs to attend block release training under a Government apprentice assistance scheme. This will only apply if an apprentice has either received such assistance or their employer has advised them in writing of the availability of such assistance.

(c) Block release training—training fees

- (i) All training fees charged by an RTO for prescribed courses and the cost of all prescribed textbooks (excluding those textbooks which are available in the employer’s technical library) for the apprenticeship, which are paid by an apprentice, shall be reimbursed by the employer:
- within six months of the commencement of the apprenticeship or the relevant stage of the apprenticeship; or

- within three months of the commencement of the training provided by the RTO,

whichever is the later, unless there is unsatisfactory progress.

- (ii) An employer may meet its obligations under clause 16.6(c)(i) by paying any fees and/or cost of textbooks directly to the RTO.

(d) Attending training

- (i) An apprentice is entitled to be released from work without loss of continuity of employment and to payment of the appropriate wages to attend any training and assessment specified in, or associated with, the training contract.
- (ii) Time spent by an apprentice in attending any training and/or assessment specified in, or associated with, the training contract is to be regarded as time worked for the employer for the purposes of calculating the apprentice’s wages and determining the apprentice’s employment conditions. Clause 16.6(d) operates subject to the provisions of Schedule D—School-based Apprentices.
- (iii) No apprentice will, except in an emergency, work or be required to work overtime or shiftwork at times which would prevent their attendance at training consistent with their training contract.

16.7 Higher duties

- (a) An employee engaged for two or more consecutive hours within any shift or day in duties carrying a higher rate than their ordinary classification will be paid for the time worked at the higher rate provided that the greater part of the time so worked is spent in performing duties carrying the higher rate.
- (b) An employee engaged as a Children’s Services Employee Level 5 (Assistant Director) who is required to undertake the duties of a Director by reason of the Director’s absence will not be entitled to payment under clause 16.7(a) unless the Director’s absence exceeds two complete consecutive working days.
- (c) An employee engaged as a Children’s Services Employee Level 3 who is required to undertake duties of the Director by reason of the Director’s non-attendance outside of core hours will not be entitled to payment under this clause.
- (d) Where an employee is appointed to act as the Director of a Centre or a Supervising Officer pursuant to the relevant childcare regulations, they will be paid for the entire period at the rate applicable for a Director or Supervising Officer.

United Voice intends to pursue substantive claim regarding clause 16.7(e) - referred to separate Full Bench - see [\[2018\] FWCFB 4175](#) at [177]

- (e) An employee who is required to undertake the duties of another employee by reason of the latter employee’s absence for the purpose of attending (with pay)

an approved training course (including in-service training) will not be entitled to payment under clause 16.7.

- (f) For the purposes of clause 16.7, the duties of an employee will be determined by reference to this award and the employee’s job description.

16.8 — Payment of wages

Clause 16.8 renumbered as clause 16A

- ~~(a) Wages may be paid weekly, fortnightly or monthly by agreement between the employer and employee, by one of the following methods:
 - ~~(i) cash;~~
 - ~~(ii) cheque; or~~
 - ~~(iii) payment into employee’s bank or nominated financial institution account by electronic funds transfer, without cost to the employee.~~~~
- ~~(b) Except on termination of employment all wages including overtime will be paid on any day of the week other than Saturday or Sunday.~~
- ~~(c) Where an employee lawfully leaves their employment they will be paid all monies due at the time of leaving by cash, cheque or electronic funds transfer:
 - ~~(i) at the time of leaving; or~~
 - ~~(ii) where reasonable, on the next working day.~~~~

NOTE: Regulations 3.33(3) and 3.46(1)(g) of *Fair Work Regulations 2009* set out the requirements for pay records and the content of payslips including the requirement to separately identify any allowance paid.

16.8 16.9 Supported wage system

For employees who because of the effects of a disability are eligible for a supported wage, see Schedule E—Supported Wage System.

16.9 16.10 National training wage

Clause 16.10 varied by [PR606446](#); varied to correct error

- (a) Schedule E to the *Miscellaneous Award 2010* sets out minimum wage rates and conditions for employees undertaking traineeships.
- (b) This award incorporates the terms of Schedule E to the *Miscellaneous Award 2010* as at 1 July 2018. Provided that any reference to “this award” in Schedule E to the *Miscellaneous Award 2010* is to be read as referring to the *Children’s Services Award 2010*~~6~~ and not the *Miscellaneous Award 2010*.

16A. Payment of wages

Clause 16.8 renumbered as clause 16A; Note moved

NOTE: Regulations 3.33(3) and 3.46(1)(g) of *Fair Work Regulations 2009* set out the requirements for pay records and the content of payslips including the requirement to separately identify any allowance paid.

16A.1 Wages may be paid weekly, fortnightly or monthly by agreement between the employer and employee, by one of the following methods:

- (a) cash;
- (b) cheque; or
- (c) payment into employee’s bank or nominated financial institution account by electronic funds transfer, without cost to the employee.

16A.2 Except on termination of employment all wages including overtime will be paid on any day of the week other than Saturday or Sunday.

16A.3 Where an employee lawfully leaves their employment they will be paid all monies due at the time of leaving by cash, cheque or electronic funds transfer:

- (a) at the time of leaving; or
- (b) where reasonable, on the next working day.

17. Allowances

United Voice and Business SA intend to pursue substantive claims regarding allowances - referred to separate Full Bench - see [\[2018\] FWCFCB 4175](#) at [177]

Monetary amounts in this clause adjusted as a result of AWR 2018

17.1 Employers must pay to an employee the allowances the employee is entitled to under this clause. See Schedule C for a summary of monetary allowances and method of adjustment.

17.2 Wage related allowances

(a) All purpose allowances

Allowances paid for all purpose are included in the rate of pay of an employee who is entitled to the allowance when calculating any penalties or loadings or payments while they are on annual leave. The qualifications allowance (clause 17.2(b)) is paid for all purposes under this award.

(b) Qualifications allowance

A Director or Assistant Director who holds a Graduate Certificate in Childcare Management or equivalent will be paid an all-purpose allowance of **\$53.25** per week.

(c) **Broken shift allowance**

An employee who works two separate shifts in a day will be paid an allowance of **\$15.99** per day for each day on which a broken shift is worked.

(d) **First aid allowance**

- (i) The first aid allowance must be paid to an employee who is:
- classified below level 3;
 - required by the employer to administer first aid to children within the employee’s care; and
 - the holder of a current, recognised first aid qualification (such as a certificate from the St John Ambulance, Australian Red Cross or similar body).
- (ii) An employee referred to in clause 17.2(d)(i) will be paid **\$9.46** per day or, in the case of an employee employed in out-of-school hours care, **\$1.26** per hour.
- (iii) A first aid officer need not be appointed where a qualified nurse is on the premises at all times.
- (iv) If an employee is required by an employer to act as a first aid officer and they do not have current qualifications, the employer must pay the costs of any required training.

17.3 Expense related allowances

Monetary amounts in this clause adjusted as a result of AWR 2018
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(a) **Clothing and equipment allowance**

- (i) If the employer requires an employee to wear any special clothing or articles of clothing, or equipment such as goggles, aprons or gloves, the employer must:
- supply the clothing or equipment; or
 - reimburse the employee the cost of purchasing the clothing or equipment.
- (ii) Where an employee is required to launder any clothing referred to in clause 17.3(a)(i), the employee will be paid an allowance of:
- **\$9.49** per week or **\$1.90** per day; or
 - where the uniform does not require ironing, **\$5.98** per week or **\$1.20** per day.

(b) Excess fares allowance

- (i) If an employee is directed to work away from their normal place of work on any day the employee will be paid an allowance of **\$13.38** per day to compensate for excess fares.
- (ii) This provision does not apply if the employer provides or offers to provide suitable transport free of charge to the employee.

(c) Meal allowance

- (i) An employee required to work overtime for more than two hours without being notified on the previous day or earlier that they will be required to work will either be supplied with a meal by the employer or paid an allowance of **\$12.00**.
- (ii) No meal allowance is payable where an employee could reasonably return home for a meal within the period allowed.

(d) Use of vehicle allowance

If an employer requires an employee to use their own motor vehicle in the performance of their duties the employee will be paid an allowance of:

- (i) **\$0.78** per kilometre in the case of a motor car; or
- (ii) **\$0.26** per kilometre in the case of a motorcycle.

See Schedule C for a summary of monetary allowances.

18. Superannuation

18.1 Superannuation legislation

- (a) Superannuation legislation, including the *Superannuation Guarantee (Administration) Act 1992* (Cth), the *Superannuation Guarantee Charge Act 1992* (Cth), the *Superannuation Industry (Supervision) Act 1993* (Cth) and the *Superannuation (Resolution of Complaints) Act 1993* (Cth), deals with the superannuation rights and obligations of employers and employees. Under superannuation legislation individual employees generally have the opportunity to choose their own superannuation fund. If an employee does not choose a superannuation fund, any superannuation fund nominated in the award covering the employee applies.
- (b) The rights and obligations in these clauses supplement those in superannuation legislation.

18.2 Employer contributions

An employer must make such superannuation contributions to a superannuation fund for the benefit of an employee as will avoid the employer being required to pay the

superannuation guarantee charge under superannuation legislation with respect to that employee.

18.3 Voluntary employee contributions

- (a) Subject to the governing rules of the relevant superannuation fund, an employee may, in writing, authorise their employer to pay on behalf of the employee a specified amount from the post-taxation wages of the employee into the same superannuation fund as the employer makes the superannuation contributions provided for in clause 18.2.
- (b) An employee may adjust the amount the employee has authorised their employer to pay from the wages of the employee from the first of the month following the giving of three months’ written notice to their employer.
- (c) The employer must pay the amount authorised under clauses 18.3(a) or (b) no later than 28 days after the end of the month in which the deduction authorised under clauses 18.3(a) or (b) was made.

18.4 Superannuation fund

Unless, to comply with superannuation legislation, the employer is required to make the superannuation contributions provided for in clause 18.2 to another superannuation fund that is chosen by the employee, the employer must make the superannuation contributions provided for in clause 18.2 and pay the amount authorised under clauses 18.3(a) or (b) to one of the following superannuation funds or its successor:

- (a) HESTA Super Fund;
- (b) CareSuper;
- (c) AustralianSuper;
- (d) Tasplan;
- (e) Statewide Superannuation Trust;
- (f) Queensland Independent Education and Care Superannuation Trust (QIEC Super);
- (g) Sunsuper;
- (h) Australian Childcare Super Fund;
- (i) any superannuation fund to which the employer was making superannuation contributions for the benefit of its employees before 12 September 2008, provided the superannuation fund is an eligible choice fund and is a fund that offers a MySuper product or is an exempt public sector superannuation scheme; or
- (j) a superannuation fund or scheme which the employee is a defined benefit member of.

18.5 Absence from work

Subject to the governing rules of the relevant superannuation fund, the employer must also make the superannuation contributions provided for in clause 18.2 and pay the amount authorised under clauses 18.3(a) or (b):

- (a) **Paid leave**—while the employee is on any paid leave;
- (b) **Work-related injury or illness**—for the period of absence from work (subject to a maximum of 52 weeks) of the employee due to work-related injury or work-related illness provided that:
 - (i) the employee is receiving workers compensation payments or is receiving regular payments directly from the employer in accordance with the statutory requirements; and
 - (ii) the employee remains employed by the employer.

Part 5—Overtime and Penalty Rates

19. Overtime and penalty rates

19.1 Entitlement to overtime rates

- (a) A full-time employee is paid at overtime rates for any work performed outside of their ordinary hours of work.
- (b) A part-time employee is paid at overtime rates in the circumstances specified in clause 10.6.
- (c) A casual employee is paid at overtime rates in the circumstances specified in clause 11.4.

19.2 Overtime rates

- (a) Overtime will be paid at the rate of **150%** of the ordinary hourly rate for the first two hours and **200%** of the ordinary hourly rate thereafter. In calculating overtime, each day’s work will stand alone.
- (b) If, due to a genuine and pressing emergency situation, an employee is required to remain at work after their normal finishing time such time will be paid at the ordinary rate for the employee’s classification, provided the emergency overtime does not exceed one hour per week.
- (c) For the purposes of clause 19.2(b) an **emergency situation** may include a natural disaster affecting a parent, another employee or the centre/service, the death of a child or parent, or a child requiring urgent hospitalisation or medical attention.

19.3 Shiftwork

- (a) Despite the provisions of clauses 13.1, 13.2 and 13.4, employees may be employed as shiftworkers.

(b) Ordinary hours for shiftworkers, inclusive of meal breaks, will not, without payment of overtime, exceed an average of 38 hours per week to be worked over a one, two or four week cycle.

(c) The following rates will be paid for shiftwork:

Shift	% of ordinary hourly rate
Early morning	110
Afternoon	115
Night shift, rotating with day or afternoon	117.5
Night shift, non-rotating	130

(d) **Definitions**

- (i) **Early morning shift** means any shift commencing at or after 5.00 am and before 6.00 am.
- (ii) **Afternoon shift** means any shift finishing after 6.30 pm and at or before midnight.
- (iii) **Night shift** means any shift finishing after midnight and at or before 8.00 am or any shift commencing at or before midnight and finishing before 5.00 am.
- (iv) **Night shift, non-rotating** means any night shift system in which night shifts do not rotate or alternate with another shift so as to give the employee at least one third of their working time off night shift in each roster cycle.

19.4 Weekend and public holiday work

(a) Employees working on a Saturday, Sunday or public holiday will receive a minimum payment of four hours pay at the rates provided in clause 19.4(b).

(b) **Rates for weekend work and public holidays**

Description	% of ordinary hourly rate
Overtime worked on a Saturday—all employees—first two hours	150
Overtime worked on a Saturday—all employees—after two hours	200
Ordinary hours worked on a Saturday—shiftworkers	150
Sunday work—all employees—all hours	200
Public holidays—all employees—all hours	250

(c) Working on a public holiday and substitute day

Where both a public holiday and a substitute day are worked, public holiday penalties are payable for only one of those days. The employee can elect which day is paid at the public holiday rate.

19.5 Time off instead of payment for overtime

- (a)** An employee and employer 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.
- (b)** Any amount of overtime that has been worked by an employee in a particular pay period and that is to be taken as time off instead of the employee being paid for it must be the subject of a separate agreement under clause 19.5.
- (c)** An agreement must state each of the following:
 - (i)** the number of overtime hours to which it applies and when those hours were worked;
 - (ii)** that the employer and employee agree that the employee may take time off instead of being paid for the overtime;
 - (iii)** that, if the employee requests at any time, the employer must pay the employee, for overtime covered by the agreement but not taken as time off, at the overtime rate applicable to the overtime when worked;
 - (iv)** that any payment mentioned in subparagraph (iii) must be made in the next pay period following the request.

Note: An example of the type of agreement required by this clause is set out at Schedule J. There is no requirement to use the form of agreement set out at Schedule J. An agreement under clause 19.5 can also be made by an exchange of emails between the employee and employer, or by other electronic means.

- (d)** The period of time off that an employee is entitled to take is the same as the number of overtime hours worked.

EXAMPLE: By making an agreement under clause 19.5 an employee who worked 2 overtime hours is entitled to 2 hours’ time off.

- (e)** Time off must be taken:
 - (i)** within the period of 6 months after the overtime is worked; and
 - (ii)** at a time or times within that period of 6 months agreed by the employee and employer.
- (f)** If the employee requests at any time, to be paid for overtime covered by an agreement under clause 19.5 but not taken as time off, the employer must pay the employee for the overtime, in the next pay period following the request, at the overtime rate applicable to the overtime when worked.

- (g) If time off for overtime that has been worked is not taken within the period of 6 months mentioned in paragraph (e), the employer must pay the employee for the overtime, in the next pay period following those 6 months, at the overtime rate applicable to the overtime when worked.
- (h) The employer must keep a copy of any agreement under clause 19.5 as an employee record.
- (i) An employer must not exert undue influence or undue pressure on an employee in relation to a decision by the employee to make, or not make, an agreement to take time off instead of payment for overtime.
- (j) An employee may, under section 65 of the [Act](#), request to take time off, at a time or times specified in the request or to be subsequently agreed by the employer and the employee, instead of being paid for overtime worked by the employee. If the employer agrees to the request then clause 19.5 will apply, including the requirement for separate written agreements under paragraph (b) for overtime that has been worked.

Note: If an employee makes a request under section 65 of the [Act](#) for a change in working arrangements, the employer may only refuse that request on reasonable business grounds (see section 65(5) of the [Act](#)).

- (k) If, on the termination of the employee’s employment, time off for overtime worked by the employee to which clause 19.5 applies has not been taken, the employer must pay the employee for the overtime at the overtime rate applicable to the overtime when worked.

Note: Under section 345(1) of the [Act](#), a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 19.5.

Part 6—Leave and Public Holidays

20. Annual leave

20.1 Annual leave is provided for in the [NES](#).

NOTE: Where an employee is receiving overaward payments such that the employee’s base rate of pay is higher than the rate specified under this award, the employee is entitled to receive the higher rate while on a period of paid annual leave (see ss.16 and 90 of the [Act](#)).

20.2 For the purposes of the additional week of leave provided by the [NES](#), a shiftworker is an employee on shiftwork who is required to work in accordance with a roster on Sundays and public holidays.

20.3 Annual leave loading

In addition to the payment provided for by the [NES](#) an employer is required to pay leave loading of **17.5%** of that payment.

20.4 Taking annual leave

Substantive claim regarding maximum amount of leave without pay referred to separate Full Bench - see [\[2018\] FWCFB 4175](#) at [177]

- (a) Where a workplace is closed during a vacation period, other than Christmas vacation, and no work is available, an employee will be paid the ordinary rate of pay during such a period.
- (b) During the Christmas vacation only, an employee may be directed to take annual leave. An employee without sufficient accrued leave to maintain their ordinary rate of pay during the vacation period may be required to take leave without pay for a maximum of four weeks.
- (c) Notwithstanding clause 20.4(a) in establishments which operate for more than 48 weeks per year, an employer may require an employee to take annual leave by giving at least four weeks’ notice as part of a close-down of its operations.

20.5 Excessive leave accruals: general provision

Note: Clauses 20.5 to 20.7 contain provisions, additional to the [NES](#), about the taking of paid annual leave as a way of dealing with the accrual of excessive paid annual leave. See Part 2.2, Division 6 of the Fair Work [Act](#).

- (a) An employee has an **excessive leave accrual** if the employee has accrued more than 8 weeks’ paid annual leave (or 10 weeks’ paid annual leave for a shiftworker, as defined by clause 20.2).
- (b) If an employee has an excessive leave accrual, the employer or the employee may seek to confer with the other and genuinely try to reach agreement on how to reduce or eliminate the excessive leave accrual.
- (c) Clause 20.6 sets out how an employer may direct an employee who has an excessive leave accrual to take paid annual leave.
- (d) Clause 20.7 sets out how an employee who has an excessive leave accrual may require an employer to grant paid annual leave requested by the employee.

20.6 Excessive leave accruals: direction by employer that leave be taken

- (a) If an employer has genuinely tried to reach agreement with an employee under clause 20.5(b) but agreement is not reached (including because the employee refuses to confer), the employer may direct the employee in writing to take one or more periods of paid annual leave.
- (b) However, a direction by the employer under paragraph (a):
 - (i) 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 6 weeks when any other paid annual leave arrangements (whether made under clause 20.5, 20.6 or 20.7 or otherwise agreed by the employer and employee) are taken into account; and

- (ii) must not require the employee to take any period of paid annual leave of less than one week; and
 - (iii) must not require the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the direction is given; and
 - (iv) must not be inconsistent with any leave arrangement agreed by the employer and employee.
- (c) The employee must take paid annual leave in accordance with a direction under paragraph (a) that is in effect.
- (d) An employee to whom a direction has been given under paragraph (a) may request to take a period of paid annual leave as if the direction had not been given.

Note 1: Paid annual leave arising from a request mentioned in paragraph (d) may result in the direction ceasing to have effect. See clause 20.6(b)(i).

Note 2: Under section 88(2) of the Act, the employer must not unreasonably refuse to agree to a request by the employee to take paid annual leave.

20.7 Excessive leave accruals: request by employee for leave

- (a) If an employee has genuinely tried to reach agreement with an employer under clause 20.5(b) but agreement is not reached (including because the employer refuses to confer), the employee may give a written notice to the employer requesting to take one or more periods of paid annual leave.
- (b) However, an employee may only give a notice to the employer under paragraph (a) if:
- (i) the employee has had an excessive leave accrual for more than 6 months at the time of giving the notice; and
 - (ii) the employee has not been given a direction under clause 20.6(a) that, when any other paid annual leave arrangements (whether made under clause 20.5, 20.6 or 20.7 or otherwise agreed by the employer and employee) are taken into account, would eliminate the employee’s excessive leave accrual.
- (c) A notice given by an employee under paragraph (a) must not:
- (i) if granted, result in the employee’s remaining accrued entitlement to paid annual leave being at any time less than 6 weeks when any other paid annual leave arrangements (whether made under clause 20.5, 20.6 or 20.7 or otherwise agreed by the employer and employee) are taken into account; or
 - (ii) provide for the employee to take any period of paid annual leave of less than one week; or

- (iii) provide for the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the notice is given; or
- (iv) be inconsistent with any leave arrangement agreed by the employer and employee.
- (d) An employee is not entitled to request by a notice under paragraph (a) more than 4 weeks’ paid annual leave (or 5 weeks’ paid annual leave for a shiftworker, as defined by clause 20.2) in any period of 12 months.
- (e) The employer must grant paid annual leave requested by a notice under paragraph (a).

20.8 Annual leave in advance

- (a) An employer and employee may agree in writing to the employee taking a period of paid annual leave before the employee has accrued an entitlement to the leave.
- (b) An agreement must:
 - (i) state the amount of leave to be taken in advance and the date on which leave is to commence; and
 - (ii) be signed by the employer and employee and, if the employee is under 18 years of age, by the employee’s parent or guardian.

Note: An example of the type of agreement required by clause 20.8 is set out at Schedule H. There is no requirement to use the form of agreement set out at Schedule H.

- (c) The employer must keep a copy of any agreement under clause 20.8 as an employee record.
- (d) If, on the termination of the employee’s employment, the employee has not accrued an entitlement to all of a period of paid annual leave already taken in accordance with an agreement under clause 20.8, the employer may deduct from any money due to the employee on termination an amount equal to the amount that was paid to the employee in respect of any part of the period of annual leave taken in advance to which an entitlement has not been accrued.

20.9 Cashing out of annual leave

- (a) Paid annual leave must not be cashed out except in accordance with an agreement under clause 20.9.
- (b) Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement under clause 20.9.
- (c) An employer and an employee may agree in writing to the cashing out of a particular amount of accrued paid annual leave by the employee.
- (d) An agreement under clause 20.9 must state:

- (i) the amount of leave to be cashed out and the payment to be made to the employee for it; and
 - (ii) the date on which the payment is to be made.
- (e) An agreement under clause 20.9 must be signed by the employer and employee and, if the employee is under 18 years of age, by the employee’s parent or guardian.
 - (f) The payment must not be less than the amount that would have been payable had the employee taken the leave at the time the payment is made.
 - (g) An agreement must not result in the employee’s remaining accrued entitlement to paid annual leave being less than 4 weeks.
 - (h) The maximum amount of accrued paid annual leave that may be cashed out in any period of 12 months is 2 weeks.
 - (i) The employer must keep a copy of any agreement under clause 20.9 as an employee record.

Note 1: Under [section 344 of the Act](#), an employer must not exert 20.9 undue influence or undue pressure on an employee to make, or not make, an agreement under clause 20.9.

Note 2: Under [section 345\(1\) of the Act](#), a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 20.9.

Note 3: An example of the type of agreement required by clause 20.9 is set out at Schedule I. There is no requirement to use the form of agreement set out at Schedule I.

21. Personal/carer’s leave and compassionate leave

Personal/carer’s leave and compassionate leave are provided for in the [NES](#).

22. Parental leave and related entitlements

Parental leave and related entitlements are provided for in the [NES](#).

23. Public holidays

23.1 Public holiday entitlements are provided for in the [NES](#).

23.2 By agreement between the employer and the majority of employees in the relevant workplace an alternative day may be taken as the public holiday instead of any of the days prescribed by the [NES](#).

23.3 Additional arrangements for full-time employees

- (a) A full-time employee whose rostered day off falls on a public holiday must, subject to clause 23.2, either:
 - (i) be paid an extra day’s pay;
 - (ii) be provided with an alternative day off within 28 days; or
 - (iii) receive an additional day’s annual leave.
- (b) A full-time employee who works on a public holiday is entitled to a substitute day as provided for in the [NES](#).

23.4 Part-day public holidays

23.5 For provisions relating to part-day public holidays see Schedule G—Part-day Public Holidays.

24. Community service leave

Community service leave is provided for in the [NES](#).

25. Leave to deal with family and domestic violence

Clause 25 inserted in accordance with [PR609454](#)

25.1 This clause applies to all employees, including casuals.

25.2 Definitions

(a) In this clause:

family and domestic violence means violent, threatening or other abusive behaviour by a family member of an employee that seeks to coerce or control the employee and that causes them harm or to be fearful.

family member means:

- (i) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the employee; or
 - (ii) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee; or
 - (iii) a person related to the employee according to Aboriginal or Torres Strait Islander kinship rules.
- (b) A reference to a spouse or de facto partner in the definition of family member in clause 25.2(a) includes a former spouse or de facto partner.

25.3 Entitlement to unpaid leave

An employee is entitled to 5 days’ unpaid leave to deal with family and domestic violence, as follows:

- (a) the leave is available in full at the start of each 12 month period of the employee’s employment; and
- (b) the leave does not accumulate from year to year; and
- (c) is available in full to part-time and casual employees.

Note 1: A period of leave to deal with family and domestic violence may be less than a day by agreement between the employee and the employer.

Note 2: The employer and employee may agree that the employee may take more than 5 days’ unpaid leave to deal with family and domestic violence.

25.4 Taking unpaid leave

An employee may take unpaid leave to deal with family and domestic violence if the employee:

- (a) is experiencing family and domestic violence; and
- (b) needs to do something to deal with the impact of the family and domestic violence and it is impractical for the employee to do that thing outside their ordinary hours of work.

Note: The reasons for which an employee may take leave include making arrangements for their safety or the safety of a family member (including relocation), attending urgent court hearings, or accessing police services.

25.5 Service and continuity

The time an employee is on unpaid leave to deal with family and domestic violence does not count as service but does not break the employee’s continuity of service.

25.6 Notice and evidence requirements

(a) Notice

An employee must give their employer notice of the taking of leave by the employee under clause 25. The notice:

- (i) must be given to the employer as soon as practicable (which may be a time after the leave has started); and
- (ii) must advise the employer of the period, or expected period, of the leave.

(b) Evidence

An employee who has given their employer notice of the taking of leave under clause 25 must, if required by the employer, give the employer evidence that

would satisfy a reasonable person that the leave is taken for the purpose specified in clause 25.4.

Note: Depending on the circumstances such evidence may include a document issued by the police service, a court or a family violence support service, or a statutory declaration.

25.7 Confidentiality

- (a) Employers must take steps to ensure information concerning any notice an employee has given, or evidence an employee has provided under clause 25.6 is treated confidentially, as far as it is reasonably practicable to do so.
- (b) Nothing in clause 25 prevents an employer from disclosing information provided by an employee if the disclosure is required by an Australian law or is necessary to protect the life, health or safety of the employee or another person.

Note: Information concerning an employee’s experience of family and domestic violence is sensitive and if mishandled can have adverse consequences for the employee. Employers should consult with such employees regarding the handling of this information.

25.8 Compliance

An employee is not entitled to take leave under clause 25 unless the employee complies with clause 25.

Part 7—Consultation and Dispute Resolution

26. Consultation about major workplace change

Clause 26 substituted in accordance with [PR701523](#)

- 26.1** If an employer makes a definite decision to make major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer must:
- (a) give notice of the changes to all employees who may be affected by them and their representatives (if any); and
 - (b) discuss with affected employees and their representatives (if any):
 - (i) the introduction of the changes; and
 - (ii) their likely effect on employees; and
 - (iii) measures to avoid or reduce the adverse effects of the changes on employees; and
 - (c) commence discussions as soon as practicable after a definite decision has been made.

- 26.2** For the purposes of the discussion under clause 26.1(b), the employer must give in writing to the affected employees and their representatives (if any) all relevant information about the changes including:
- (a) their nature; and
 - (b) their expected effect on employees; and
 - (c) any other matters likely to affect employees.
- 26.3** Clause 26.2 does not require an employer to disclose any confidential information if its disclosure would be contrary to the employer’s interests.
- 26.4** The employer must promptly consider any matters raised by the employees or their representatives about the changes in the course of the discussion under clause 26.1(b).
- 26.5** In clause 26 **significant effects**, on employees, includes any of the following:
- (a) termination of employment; or
 - (b) major changes in the composition, operation or size of the employer’s workforce or in the skills required; or
 - (c) loss of, or reduction in, job or promotion opportunities; or
 - (d) loss of, or reduction in, job tenure; or
 - (e) alteration of hours of work; or
 - (f) the need for employees to be retrained or transferred to other work or locations; or
 - (g) job restructuring.
- 26.6** Where this award makes provision for alteration of any of the matters defined at clause 26.5, such alteration is taken not to have significant effect

27. Consultation about changes to rosters or hours of work

Clause 27 substituted in accordance with [PR701523](#)

- 27.1** Clause 27 applies if an employer proposes to change the regular roster or ordinary hours of work of an employee, other than an employee whose working hours are irregular, sporadic or unpredictable.
- 27.2** The employer must consult with any employees affected by the proposed change and their representatives (if any).
- 27.3** For the purpose of the consultation, the employer must:
- (a) provide to the employees and representatives mentioned in clause 27.2 information about the proposed change (for example, information about the nature of the change and when it is to begin); and

- (b) invite the employees to give their views about the impact of the proposed change on them (including any impact on their family or caring responsibilities) and also invite their representative (if any) to give their views about that impact.

27.4 The employer must consider any views given under clause 27.3(b).

27.5 Clause 27 is to be read in conjunction with any other provisions of this award concerning the scheduling of work or the giving of notice.

28. Dispute resolution

Clause 28 substituted in accordance with [PR701523](#)

28.1 Clause 28 sets out the procedures to be followed if a dispute arises about a matter under this award or in relation to the [NES](#).

28.2 The parties to the dispute must first try to resolve the dispute at the workplace through discussion between the employee or employees concerned and the relevant supervisor.

28.3 If the dispute is not resolved through discussion as mentioned in clause 28.2, the parties to the dispute must then try to resolve it in a timely manner at the workplace through discussion between the employee or employees concerned and more senior levels of management, as appropriate.

28.4 If the dispute is unable to be resolved at the workplace and all appropriate steps have been taken under clauses 28.2 and 28.3, a party to the dispute may refer it to the Fair Work Commission.

28.5 The parties may agree on the process to be followed by the Fair Work Commission in dealing with the dispute, including mediation, conciliation and consent arbitration.

28.6 If the dispute remains unresolved, the Fair Work Commission may use any method of dispute resolution that it is permitted by the [Act](#) to use and that it considers appropriate for resolving the dispute.

28.7 A party to the dispute may appoint a person, organisation or association to support and/or represent them in any discussion or process under clause 28.

28.8 While procedures are being followed under clause 28 in relation to a dispute:

- (a) work must continue in accordance with this award and the [Act](#); and
- (b) an employee must not unreasonably fail to comply with any direction given by the employer about performing work, whether at the same or another workplace, that is safe and appropriate for the employee to perform.

28.9 Clause 28.8 is subject to any applicable work health and safety legislation.

Part 8—Termination of Employment and Redundancy

29. Termination of employment

Clause 29 substituted in accordance with [PR701523](#)

NOTE: The [NES](#) sets out requirements for notice of termination by an employer. See sections 117 and 123 of the [Act](#).

29.1 Notice of termination by an employee

- (a) Clause 29.1 applies to all employees except those identified in sections 123(1) and 123(3) of the [Act](#).
- (b) An employee must give the employer notice of termination in accordance with **Table 1—Period of notice** of at least the period specified in column 2 according to the period of continuous service of the employee specified in column 1.

Table 1—Period of notice

Column 1 Employee’s period of continuous service with the employer at the end of the day the notice is given	Column 2 Period of notice
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

NOTE: The notice of termination required to be given by an employee is the same as that required of an employer except that the employee does not have to give additional notice based on the age of the employee.

- (c) In paragraph (b) **continuous service** has the same meaning as in section 117 of the [Act](#).
- (d) If an employee who is at least 18 years old does not give the period of notice required under paragraph (b), then the employer may deduct from wages due to the employee under this award an amount that is no more than one week’s wages for the employee.
- (e) If the employer has agreed to a shorter period of notice than that required under paragraph (b), then no deduction can be made under paragraph (d).
- (f) Any deduction made under paragraph (d) must not be unreasonable in the circumstances.

29.2 Job search entitlement

- (a) Where an employer has given notice of termination to an employee, the employee must be allowed time off without loss of pay of up to one day for the purpose of seeking other employment.
- (b) The time off under clause 29.2 is to be taken at times that are convenient to the employee after consultation with the employer.

30. Redundancy

Redundancy provisions structure is subject to further consideration by the Plain Language Full Bench. See [\[2018\] FWCFB 6439](#).

Redundancy pay is provided for in the [NES](#).

31. ~~Transfer to lower paid job on redundancy~~

~~Where an employee is transferred to lower paid duties by reason of redundancy, the same period of notice must be given as the employee would have been entitled to if the employment had been terminated and the employer may, at the employer’s option, make payment instead of an amount equal to the difference between the former ordinary time rate of pay and the ordinary time rate of pay for the number of weeks of notice still owing.~~

32. ~~Employee leaving during redundancy notice period~~

~~An employee given notice of termination in circumstances of redundancy may terminate their employment during the period of notice. The employee is entitled to receive the benefits and payments they would have received under clause 30—Redundancy had they remained in employment until the expiry of the notice, but is not entitled to payment instead of notice.~~

33. ~~Job search entitlement~~

33.1 ~~Job search entitlement for notice of termination of employment~~

~~Where an employer has given notice of termination to an employee, an employee must be allowed up to one day’s time off without loss of pay for the purpose of seeking other employment. The time off is to be taken at times that are convenient to the employee after consultation with the employer.~~

33.2 ~~Job search entitlement—redundancy~~

(a) ~~Time off for seeking other employment~~

~~An employee given notice of termination in circumstances of redundancy must be allowed up to one day’s time off without loss of pay during each week of notice for the purpose of seeking other employment.~~

(b) **Proof of attendance**

~~If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee must, at the request of the employer, produce proof of attendance at an interview or they will not be entitled to payment for the time absent. For this purpose a statutory declaration is sufficient.~~

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Schedule A—Classification Structure

All employees will be classified by the employer into one of the levels contained in this Schedule in accordance with the employee’s skills, responsibilities, qualifications, experience in the industry and duties.

Progression within a level is subject to the provisions of clause 16.2.

Employees moving from one classification level to another will commence on the 1st year of service rate of the higher level.

A.1 Children’s Services Employees (CSE)

A.1.1 Level 1

This is an employee who has no formal qualifications but is able to perform work within the scope of this level. The employee will work under direct supervision in a team environment and will receive guidance and direction at all times. The employee will receive structured and regular on-the-job training to perform the duties expected at this level. Normally an employee at this level will not be left alone with a group of children.

(a) Indicative duties

- Learning and implementing the policies, procedures and routines of the service.
- Learning how to establish relationships and interact with children.
- Learning the basic skills required to work in this environment with children.
- Giving each child individual attention and comfort as required.
- Basic duties including food preparation, cleaning and gardening.

(b) Progression

A Level 1 employee will progress to the next level after a period of one year or earlier if the employer considers the employee capable of performing the work at the next level or if the employee actually performs work at the next level.

A.1.2 Level 2

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

Indicative duties

- Assist in the implementation of the children’s program under supervision.

- Assist in the implementation of daily care routines.
- Develop awareness of and assist in maintenance of the health and safety of the children in care.
- Give each child individual attention and comfort as required.
- Understand and work according to the centre or service’s policies and procedures.
- Demonstrate knowledge of hygienic handling of food and equipment.

A.1.3 Level 3A

Such an employee would be an ‘E’ Worker as previously classified under the *Child Care (Long Day Care) WA Award 2005* as CSE Level 2.

A.1.4 Level 3

This is an employee who has completed AQF Certificate III in Children’s Services or an equivalent qualification or, alternatively, this employee will possess, in the opinion of the employer, sufficient knowledge or experience to perform the duties at this level. An employee appointed at this level will also undertake the same duties and perform the same tasks as a CSE Level 2.

(a) Indicative duties

- Assist in the preparation, implementation and evaluation of developmentally appropriate programs for individual children or groups.
- Record observations of individual children or groups for program planning purposes for qualified staff.
- Under direction, work with individual children with particular needs.
- Assist in the direction of untrained staff.
- Undertake and implement the requirements of quality assurance.
- Work in accordance with food safety regulations.

(b) Progression

Subject to this award, an employee at this level is entitled to progression to Level 3.3. An employee at this level who has completed an AQF Diploma in Children’s Services or equivalent, and who demonstrates the application of skills and knowledge acquired beyond the competencies required for AQF Certificate III in the ongoing performance of their work, must be paid no less than the rate prescribed for Level 3.4. Such an employee would also include an ‘E’ Worker as previously classified under the *Child Care (Long Day Care) WA Award 2005* as a CSE Level 3.

Any dispute concerning an employee’s entitlement to be paid at Level 3.4 may be dealt with in accordance with clause 28—Dispute resolution which may require the employee to demonstrate that they utilise skills and knowledge above those prescribed for Level 3 but below those prescribed for Level 4.

A.1.5 Level 4A

This is an employee who has not obtained the qualifications required for a Level 4 employee who performs the same duties as a Level 4 employee.

A.1.6 Level 4

This is an employee who has completed a Diploma in Children’s Services or equivalent (e.g. Certificate IV in Out of School Hours Care) as recognised by licensing authorities and is appointed as the person in charge of a group of children in the age range from birth to 12 years or an employee who is appointed as an Authorised Supervisor (as defined in the *Children and Young Persons (Care and Protection) Act 1998* (NSW)).

An employee at this level will also take on the same duties and perform the same tasks as a CSE Level 3.

Indicative duties

- Responsible, in consultation with the Assistant Director/Director for the preparation, implementation and evaluation of a developmentally appropriate program for individual children or groups.
- Responsible to the Assistant Director/Director for the supervision of students on placement.
- Responsible for ensuring a safe environment is maintained for both staff and children.
- Responsible for ensuring that records are maintained accurately for each child in their care.
- Develop, implement and evaluate daily care routines.
- Ensure that the centre or service’s policies and procedures are adhered to.
- Liaise with families.

A.1.7 Level 5A

This is an employee who has not obtained the qualification required for a Level 5 employee who performs the same duties as a Level 5 employee.

A.1.8 Level 5

The ‘occupational health and safety’ terminology has been referred to the Plain Language Full Bench. See [\[2017\] FWCFB 3433](#) Attachment C and [\[2017\] FWCFB 5536](#) at [580]

This is an employee who has completed an AQF Level V Diploma in Children’s Services or equivalent and is appointed as:

- an Assistant Director of a service;
- a Children’s Services Co-ordinator;
- a Family Day Care Co-ordinator;

- a Family Day Care Trainee Supervisor; or
- a School Age Care Co-ordinator.

An **Assistant Director** will also take on the same duties and perform the same tasks as a CSE Level 4.

Indicative duties

- Co-ordinate and direct the activities of employees engaged in the implementation and evaluation of developmentally appropriate programs.
 - Contribute, through the Director, to the development of the centre or service’s policies.
 - Co-ordinate centre or service operations including Occupational Work Health and Safety, program planning, staff training.
 - Responsible for the day-to-day management of the centre or service in the temporary absence of the Director and for management and compliance with licensing and all statutory and quality assurance issues.
 - Generally supervise all employees within the service.
- (a) A **Children’s Service Co-ordinator** undertakes additional responsibilities including:
- co-ordinating the activities of more than one group;
 - supervising staff, trainees and students on placement; and
 - assisting in administrative functions.
- (b) A **Family Day Care Co-ordinator** undertakes the following indicative duties:
- arranges, administers and monitors a number of Family Day Care placements;
 - responsible for the direction, supervision and training of a number of family based childcare workers;
 - implements licensing regulations and accreditation requirements for family day care;
 - assists in recruiting and approving the registration of family based childcare workers in accordance with the scheme’s policies and licensing regulations;
 - documents, interprets and uses information about children;
 - assists family based childcare workers to develop care routines for children;
 - communicates effectively with family based childcare workers, children, parents and families;

- applies well-developed theoretical knowledge to the care situations with respect to cultural diversity, gender issues and scheme philosophy;
- responsible for the quality of their own work and the work of others; and
- ensures that records are maintained and up to date.

(c) A **Family Day Care Trainee Supervisor** undertakes the following indicative duties:

- provides support and guidance to family based childcare workers undertaking the AQF Certificate III Traineeship;
- undertakes supervision visits for the purpose of on-the-job workplace assessment;
- organises training assistance such as additional resources, in-service sessions and study groups as required; and
- contributes to the development of the scheme’s policies.

(d) An **unqualified Co-ordinator** who co-ordinates and manages a stand alone out-of-school hours care and/or vacation care centre may undertake the following:

- develop and/or oversee programs and ensure they offer a balance of flexibility, variety, safety and fun;
- supervise the programs/activities and ensure each staff member is fulfilling their relevant duties and responsibilities;
- carry out administrative tasks including fee collection and receipting, banking, staff pay, etc;
- administer first aid when appropriate and ensure that injured children receive appropriate medical attention;
- work positively with parents and/or committees; and
- understand and work in accordance with the centre or service’s policies.

A.1.9 Level 6A

This is an employee who has not obtained the qualification required for a Level 6 employee who performs the same duties as a Level 6 employee.

A.1.10 Level 6—Director

A Director is an employee who holds a relevant Degree or a 3 or 4 year Early Childhood Education qualification, or an AQF Advanced Diploma, or a Diploma in Children’s Services, or a Diploma in Out-of-Hours Care; or is otherwise a person possessing such experience, or holding such qualifications deemed by the employer or the relevant legislation to be appropriate or required for the position, and who is appointed as the director of a service.

(a) Indicative duties

- Responsible for the overall management and administration of the service.
- Supervise the implementation of developmentally appropriate programs for children.
- Recruit staff in accordance with relevant regulations.
- Maintain day-to-day accounts and handle all administrative matters.
- Ensure that the centre or service adheres to all relevant regulations and statutory requirements.
- Ensure that the centre or service meets or exceeds quality assurance requirements.
- Liaise with families and outside agencies.
- Formulate and evaluate annual budgets.
- Liaise with management committees as appropriate.
- Provide professional leadership and development to staff.
- Develop and maintain policies and procedures for the centre or service.

(b) Director Level 1

A Director Level 1 is an employee appointed as the Director of a service licensed for up to 39 children or a Family Day Care service of no more than 30 family based childcare workers and is paid at the Level 6.1 to 6.3 salary range.

(c) Director Level 2

A Director Level 2 is an employee appointed as the Director of a service licensed for between 40 and 59 children or a Family Day Care service with between 31 and 60 family based childcare workers and is paid at the Level 6.4 to 6.6 salary range.

(d) Director Level 3

A Director Level 3 is an employee appointed as the Director of a service licensed for 60 or more children or a Family Day Care service with more 60 family based childcare workers and is paid at the Level 6.7 to 6.9 salary range.

(e) Qualified Co-ordinator

This is also the level for a qualified Co-ordinator who co-ordinates and manages a stand alone out-of-school hours care and/or vacation care centre and has successfully completed a post-secondary course of at least two years in Early Childhood Studies or an equivalent qualification.

A Co-ordinator appointed to co-ordinate the activities of a service licensed to accommodate up to 59 children will be paid at the salary range Level 6.1 to 6.3.

A Co-ordinator appointed to co-ordinate the activities of a service licensed to accommodate 60 or more children will be paid at the salary range Level 6.4 to 6.6.

A.2 Support Worker

A.2.1 Level 1

This is an untrained, unqualified employee. Employees at this level will work under supervision with guidance and direction.

(a) Indicative duties

- Assisting a qualified cook and/or basic food preparation and/or duties of a kitchen hand.
- Laundry work.
- Cleaning.
- Gardening.
- Driving.
- Maintenance (non-trade).
- Administrative duties.

(b) Progression

An employee will progress to Children’s Services Support Employee (CSSE) Level 2 after 12 months, or earlier if the employee is performing the duties of a Children’s Services Support Employee Level 2.

A.2.2 Level 2

An employee at this level will possess skills, training and experience above that of a CSSE Level 1 and below that of a CSSE Level 3. An employee at this level works under routine supervision and exercises discretion consistent with their skills and experience.

Indicative duties

- Assisting a qualified cook and/or basic food preparation and/or duties of a kitchen hand.
- Laundry work.
- Cleaning.
- Gardening.

- Driving.
- Maintenance (non-trade).
- Administrative duties.

A.2.3 Level 3

An employee at this level possesses an AQF Certificate III or equivalent skills and performs work at that level as required by the employer.

DRAFT

Schedule B—Summary of Hourly Rates of Pay

Substantive claim regarding classifications referred to separate Full Bench - see [\[2018\] FWCFB 4175](#) at [177]

Monetary amounts updated as a result of AWR 2018.

NOTE: Employers who meet their obligations under this schedule are meeting their obligations under the award.

B.1 Ordinary hourly rate

B.1.1 Ordinary hourly rate is the minimum hourly rate of pay for an employee plus any allowance payable for all purposes to which the employee is entitled. Where an allowance is payable for all purposes in accordance with clause 17.2 this forms part of the employee’s ordinary hourly rate and must be added to the minimum hourly rate prior to calculating penalties and overtime.

B.1.2 The rates in the tables below are based on the **minimum hourly rates** in accordance with clause 16.1. Consistent with clause B.1.1, all purpose allowances need to be added to the rates in the table where they are applicable.

B.2 Full-time and part-time adult employees

B.2.1 Full-time and part-time adult employees other than shiftworkers—ordinary and penalty rates

	Ordinary hours	Public holiday
	% of ordinary hourly rate ¹	
	100%	250%
	\$	\$
Support Worker		
Level 1.1	19.36	48.40
Level 2.1	20.10	50.25
Level 2.2	20.79	51.98
Level 3.1	22.04	55.10
Children’s Services Employee		
Level 1.1	19.36	48.40
Level 2.1	20.10	50.25
Level 2.2	20.79	51.98
Level 3A.1	21.70	54.25
Level 3A.2	22.04	55.10
Level 3.1	22.04	55.10
Level 3.2	22.79	56.98
Level 3.3	23.51	58.78

Exposure Draft—Children’s Services Award 20XX

	Ordinary hours	Public holiday
	% of ordinary hourly rate¹	
	100%	250%
	\$	\$
Level 3.4	24.81	62.03
Level 4A.1	23.51	58.78
Level 4A.2	23.84	59.60
Level 4A.3	24.17	60.43
Level 4A.4	24.51	61.28
Level 4A.5	24.83	62.08
Level 4.1	25.96	64.90
Level 4.2	26.36	65.90
Level 4.3	26.75	66.88
Level 5A.1	27.14	67.85
Level 5A.2	27.54	68.85
Level 5A.3	27.93	69.83
Level 5.1	27.14	67.85
Level 5.2	27.54	68.85
Level 5.3	27.93	69.83
Level 5.4	28.03	70.08
Level 6A.1	31.30	78.25
Level 6A.2	31.69	79.23
Level 6A.3	32.08	80.20
Children’s Services Employee – Director		
Level 6.1	31.30	78.25
Level 6.2	31.69	79.23
Level 6.3	32.08	80.20
Level 6.4	33.28	83.20
Level 6.5	33.58	83.95
Level 6.6	33.99	84.98
Level 6.7	34.39	85.98
Level 6.8	34.78	86.95
Level 6.9	35.17	87.93
¹ Rates in table are calculated based on the minimum hourly rate, see clauses B.1.1 and B.1.2.		

B.2.2 Full-time and part-time adult employees other than shiftworkers—Overtime

	Monday to Saturday		Sunday – all day	Public holiday
	First 2 hours	After 2 hours		
% of ordinary hourly rate ¹				
	150%	200%	200%	250%
	\$	\$	\$	\$
Support Worker				
Level 1.1	29.04	38.72	38.72	48.40
Level 2.1	30.15	40.20	40.20	50.25
Level 2.2	31.19	41.58	41.58	51.98
Level 3.1	33.06	44.08	44.08	55.10
Children’s Services Employee				
Level 1.1	29.04	38.72	38.72	48.40
Level 2.1	30.15	40.20	40.20	50.25
Level 2.2	31.19	41.58	41.58	51.98
Level 3A.1	32.55	43.40	43.40	54.25
Level 3A.2	33.06	44.08	44.08	55.10
Level 3.1	33.06	44.08	44.08	55.10
Level 3.2	34.19	45.58	45.58	56.98
Level 3.3	35.27	47.02	47.02	58.78
Level 3.4	37.22	49.62	49.62	62.03
Level 4A.1	35.27	47.02	47.02	58.78
Level 4A.2	35.76	47.68	47.68	59.60
Level 4A.3	36.26	48.34	48.34	60.43
Level 4A.4	36.77	49.02	49.02	61.28
Level 4A.5	37.25	49.66	49.66	62.08
Level 4.1	38.94	51.92	51.92	64.90
Level 4.2	39.54	52.72	52.72	65.90
Level 4.3	40.13	53.50	53.50	66.88
Level 5A.1	40.71	54.28	54.28	67.85
Level 5A.2	41.31	55.08	55.08	68.85
Level 5A.3	41.90	55.86	55.86	69.83
Level 5.1	40.71	54.28	54.28	67.85
Level 5.2	41.31	55.08	55.08	68.85

Exposure Draft—Children’s Services Award 20XX

	Monday to Saturday		Sunday – all day	Public holiday
	First 2 hours	After 2 hours		
	% of ordinary hourly rate ¹			
	150%	200%	200%	250%
	\$	\$	\$	\$
Level 5.3	41.90	55.86	55.86	69.83
Level 5.4	42.05	56.06	56.06	70.08
Level 6A.1	46.95	62.60	62.60	78.25
Level 6A.2	47.54	63.38	63.38	79.23
Level 6A.3	48.12	64.16	64.16	80.20
Children’s Services Employee - Director				
Level 6.1	46.95	62.60	62.60	78.25
Level 6.2	47.54	63.38	63.38	79.23
Level 6.3	48.12	64.16	64.16	80.20
Level 6.4	49.92	66.56	66.56	83.20
Level 6.5	50.37	67.16	67.16	83.95
Level 6.6	50.99	67.98	67.98	84.98
Level 6.7	51.59	68.78	68.78	85.98
Level 6.8	52.17	69.56	69.56	86.95
Level 6.9	52.76	70.34	70.34	87.93

¹ Rates in table are calculated based on the minimum hourly rate, see clauses B.1.1 and B.1.2.

B.2.3 Full-time and part-time adult shiftworkers—ordinary and penalty rates

	Day	Early morning	Afternoon	Night	Non-rotating night	Saturday	Sunday	Public holiday
	% of ordinary hourly rate ¹							
	100%	110%	115%	117.5%	130%	150%	200%	250%
	\$	\$	\$	\$	\$	\$	\$	\$
Support Worker								
Level 1.1	19.36	21.30	22.26	22.75	25.17	29.04	38.72	48.40
Level 2.1	20.10	22.11	23.12	23.62	26.13	30.15	40.20	50.25
Level 2.2	20.79	22.87	23.91	24.43	27.03	31.19	41.58	51.98
Level 3.1	22.04	24.24	25.35	25.90	28.65	33.06	44.08	55.10
Children’s Services Employee								
Level 1.1	19.36	21.30	22.26	22.75	25.17	29.04	38.72	48.40

Exposure Draft—Children’s Services Award 20XX

	Day	Early morning	Afternoon	Night	Non-rotating night	Saturday	Sunday	Public holiday
	% of ordinary hourly rate¹							
	100%	110%	115%	117.5%	130%	150%	200%	250%
	\$	\$	\$	\$	\$	\$	\$	\$
Level 2.1	20.10	22.11	23.12	23.62	26.13	30.15	40.20	50.25
Level 2.2	20.79	22.87	23.91	24.43	27.03	31.19	41.58	51.98
Level 3A.1	21.70	23.87	24.96	25.50	28.21	32.55	43.40	54.25
Level 3A.2	22.04	24.24	25.35	25.90	28.65	33.06	44.08	55.10
Level 3.1	22.04	24.24	25.35	25.90	28.65	33.06	44.08	55.10
Level 3.2	22.79	25.07	26.21	26.78	29.63	34.19	45.58	56.98
Level 3.3	23.51	25.86	27.04	27.62	30.56	35.27	47.02	58.78
Level 3.4	24.81	27.29	28.53	29.15	32.25	37.22	49.62	62.03
Level 4A.1	23.51	25.86	27.04	27.62	30.56	35.27	47.02	58.78
Level 4A.2	23.84	26.22	27.42	28.01	30.99	35.76	47.68	59.60
Level 4A.3	24.17	26.59	27.80	28.40	31.42	36.26	48.34	60.43
Level 4A.4	24.51	26.96	28.19	28.80	31.86	36.77	49.02	61.28
Level 4A.5	24.83	27.31	28.55	29.18	32.28	37.25	49.66	62.08
Level 4.1	25.96	28.56	29.85	30.50	33.75	38.94	51.92	64.90
Level 4.2	26.36	29.00	30.31	30.97	34.27	39.54	52.72	65.90
Level 4.3	26.75	29.43	30.76	31.43	34.78	40.13	53.50	66.88
Level 5A.1	27.14	29.85	31.21	31.89	35.28	40.71	54.28	67.85
Level 5A.2	27.54	30.29	31.67	32.36	35.80	41.31	55.08	68.85
Level 5A.3	27.93	30.72	32.12	32.82	36.31	41.90	55.86	69.83
Level 5.1	27.14	29.85	31.21	31.89	35.28	40.71	54.28	67.85
Level 5.2	27.54	30.29	31.67	32.36	35.80	41.31	55.08	68.85
Level 5.3	27.93	30.72	32.12	32.82	36.31	41.90	55.86	69.83
Level 5.4	28.03	30.83	32.23	32.94	36.44	42.05	56.06	70.08
Level 6A.1	31.30	34.43	36.00	36.78	40.69	46.95	62.60	78.25
Level 6A.2	31.69	34.86	36.44	37.24	41.20	47.54	63.38	79.23
Level 6A.3	32.08	35.29	36.89	37.69	41.70	48.12	64.16	80.20
Children’s Services Employee – Director								
Level 6.1	31.30	34.43	36.00	36.78	40.69	46.95	62.60	78.25
Level 6.2	31.69	34.86	36.44	37.24	41.20	47.54	63.38	79.23

	Day	Early morning	Afternoon	Night	Non-rotating night	Saturday	Sunday	Public holiday
	% of ordinary hourly rate ¹							
	100%	110%	115%	117.5%	130%	150%	200%	250%
	\$	\$	\$	\$	\$	\$	\$	\$
Level 6.3	32.08	35.29	36.89	37.69	41.70	48.12	64.16	80.20
Level 6.4	33.28	36.61	38.27	39.10	43.26	49.92	66.56	83.20
Level 6.5	33.58	36.94	38.62	39.46	43.65	50.37	67.16	83.95
Level 6.6	33.99	37.39	39.09	39.94	44.19	50.99	67.98	84.98
Level 6.7	34.39	37.83	39.55	40.41	44.71	51.59	68.78	85.98
Level 6.8	34.78	38.26	40.00	40.87	45.21	52.17	69.56	86.95
Level 6.9	35.17	38.69	40.45	41.32	45.72	52.76	70.34	87.93

¹ Rates in table are calculated based on the minimum hourly rate, see clauses B.1.1 and B.1.2.

B.2.4 Full-time and part-time adult shiftworkers—Overtime

	Monday to Saturday		Sunday – all day	Public holiday
	First 2 hours	After 2 hours		
	% of ordinary hourly rate ¹			
	150%	200%	200%	250%
	\$	\$	\$	\$
Support Worker				
Level 1.1	29.04	38.72	38.72	48.40
Level 2.1	30.15	40.20	40.20	50.25
Level 2.2	31.19	41.58	41.58	51.98
Level 3.1	33.06	44.08	44.08	55.10
Children’s Services Employee				
Level 1.1	29.04	38.72	38.72	48.40
Level 2.1	30.15	40.20	40.20	50.25
Level 2.2	31.19	41.58	41.58	51.98
Level 3A.1	32.55	43.40	43.40	54.25
Level 3A.2	33.06	44.08	44.08	55.10
Level 3.1	33.06	44.08	44.08	55.10
Level 3.2	34.19	45.58	45.58	56.98
Level 3.3	35.27	47.02	47.02	58.78

Exposure Draft—Children’s Services Award 20XX

	Monday to Saturday		Sunday – all day	Public holiday
	First 2 hours	After 2 hours		
	% of ordinary hourly rate ¹			
	150%	200%	200%	250%
	\$	\$	\$	\$
Level 3.4	37.22	49.62	49.62	62.03
Level 4A.1	35.27	47.02	47.02	58.78
Level 4A.2	35.76	47.68	47.68	59.60
Level 4A.3	36.26	48.34	48.34	60.43
Level 4A.4	36.77	49.02	49.02	61.28
Level 4A.5	37.25	49.66	49.66	62.08
Level 4.1	38.94	51.92	51.92	64.90
Level 4.2	39.54	52.72	52.72	65.90
Level 4.3	40.13	53.50	53.50	66.88
Level 5A.1	40.71	54.28	54.28	67.85
Level 5A.2	41.31	55.08	55.08	68.85
Level 5A.3	41.90	55.86	55.86	69.83
Level 5.1	40.71	54.28	54.28	67.85
Level 5.2	41.31	55.08	55.08	68.85
Level 5.3	41.90	55.86	55.86	69.83
Level 5.4	42.05	56.06	56.06	70.08
Level 6A.1	46.95	62.60	62.60	78.25
Level 6A.2	47.54	63.38	63.38	79.23
Level 6A.3	48.12	64.16	64.16	80.20
Children’s Services Employee – Director				
Level 6.1	46.95	62.60	62.60	78.25
Level 6.2	47.54	63.38	63.38	79.23
Level 6.3	48.12	64.16	64.16	80.20
Level 6.4	49.92	66.56	66.56	83.20
Level 6.5	50.37	67.16	67.16	83.95
Level 6.6	50.99	67.98	67.98	84.98
Level 6.7	51.59	68.78	68.78	85.98
Level 6.8	52.17	69.56	69.56	86.95
Level 6.9	52.76	70.34	70.34	87.93

¹ Rates in table are calculated based on the minimum hourly rate, see clauses B.1.1 and B.1.2.

B.3 Casual adult employees

B.3.1 Casual adult employees other than shiftworkers—ordinary and penalty rates

	Ordinary hours	Public holidays
	% of ordinary hourly rate ¹	
	125%	275%
	\$	\$
Support Worker		
Level 1.1	24.20	53.24
Level 2.1	25.13	55.28
Level 2.2	25.99	57.17
Level 3.1	27.55	60.61
Children’s Services Employee		
Level 1.1	24.20	53.24
Level 2.1	25.13	55.28
Level 2.2	25.99	57.17
Level 3A.1	27.13	59.68
Level 3A.2	27.55	60.61
Level 3.1	27.55	60.61
Level 3.2	28.49	62.67
Level 3.3	29.39	64.65
Level 3.4	31.01	68.23
Level 4A.1	29.39	64.65
Level 4A.2	29.80	65.56
Level 4A.3	30.21	66.47
Level 4A.4	30.64	67.40
Level 4A.5	31.04	68.28
Level 4.1	32.45	71.39
Level 4.2	32.95	72.49
Level 4.3	33.44	73.56
Level 5A.1	33.93	74.64
Level 5A.2	34.43	75.74
Level 5A.3	34.91	76.81
Level 5.1	33.93	74.64
Level 5.2	34.43	75.74

	Ordinary hours	Public holidays
	% of ordinary hourly rate ¹	
	125%	275%
	\$	\$
Level 5.3	34.91	76.81
Level 5.4	35.04	77.08
Level 6A.1	39.13	86.08
Level 6A.2	39.61	87.15
Level 6A.3	40.10	88.22
Children’s Services Employee – Director		
Level 6.1	39.13	86.08
Level 6.2	39.61	87.15
Level 6.3	40.10	88.22
Level 6.4	41.60	91.52
Level 6.5	41.98	92.35
Level 6.6	42.49	93.47
Level 6.7	42.99	94.57
Level 6.8	43.48	95.65
Level 6.9	43.96	96.72
¹ Rates in table are calculated based on the minimum hourly rate, see clauses B.1.1 and B.1.2.		

B.3.2 Casual adult employees other than shiftworkers—ordinary and penalty rates

	Day	Early morning	Afternoon	Night	Non-rotating night	Saturday	Sunday	Public holiday
	% of ordinary hourly rate ¹							
	125%	135%	140%	142.5%	155%	175%	225%	275%
	\$	\$	\$	\$	\$	\$	\$	\$
Support Worker								
Level 1.1	24.20	26.14	27.10	27.59	30.01	33.88	43.56	53.24
Level 2.1	25.13	27.14	28.14	28.64	31.16	35.18	45.23	55.28
Level 2.2	25.99	28.07	29.11	29.63	32.22	36.38	46.78	57.17
Level 3.1	27.55	29.75	30.86	31.41	34.16	38.57	49.59	60.61
Children’s Services Employee								
Level 1.1	24.20	26.14	27.10	27.59	30.01	33.88	43.56	53.24

Exposure Draft—Children’s Services Award 20XX

	Day	Early morning	Afternoon	Night	Non-rotating night	Saturday	Sunday	Public holiday
	% of ordinary hourly rate¹							
	125%	135%	140%	142.5%	155%	175%	225%	275%
	\$	\$	\$	\$	\$	\$	\$	\$
Level 2.1	25.13	27.14	28.14	28.64	31.16	35.18	45.23	55.28
Level 2.2	25.99	28.07	29.11	29.63	32.22	36.38	46.78	57.17
Level 3A.1	27.13	29.30	30.38	30.92	33.64	37.98	48.83	59.68
Level 3A.2	27.55	29.75	30.86	31.41	34.16	38.57	49.59	60.61
Level 3.1	27.55	29.75	30.86	31.41	34.16	38.57	49.59	60.61
Level 3.2	28.49	30.77	31.91	32.48	35.32	39.88	51.28	62.67
Level 3.3	29.39	31.74	32.91	33.50	36.44	41.14	52.90	64.65
Level 3.4	31.01	33.49	34.73	35.35	38.46	43.42	55.82	68.23
Level 4A.1	29.39	31.74	32.91	33.50	36.44	41.14	52.90	64.65
Level 4A.2	29.80	32.18	33.38	33.97	36.95	41.72	53.64	65.56
Level 4A.3	30.21	32.63	33.84	34.44	37.46	42.30	54.38	66.47
Level 4A.4	30.64	33.09	34.31	34.93	37.99	42.89	55.15	67.40
Level 4A.5	31.04	33.52	34.76	35.38	38.49	43.45	55.87	68.28
Level 4.1	32.45	35.05	36.34	36.99	40.24	45.43	58.41	71.39
Level 4.2	32.95	35.59	36.90	37.56	40.86	46.13	59.31	72.49
Level 4.3	33.44	36.11	37.45	38.12	41.46	46.81	60.19	73.56
Level 5A.1	33.93	36.64	38.00	38.67	42.07	47.50	61.07	74.64
Level 5A.2	34.43	37.18	38.56	39.24	42.69	48.20	61.97	75.74
Level 5A.3	34.91	37.71	39.10	39.80	43.29	48.88	62.84	76.81
Level 5.1	33.93	36.64	38.00	38.67	42.07	47.50	61.07	74.64
Level 5.2	34.43	37.18	38.56	39.24	42.69	48.20	61.97	75.74
Level 5.3	34.91	37.71	39.10	39.80	43.29	48.88	62.84	76.81
Level 5.4	35.04	37.84	39.24	39.94	43.45	49.05	63.07	77.08
Level 6A.1	39.13	42.26	43.82	44.60	48.52	54.78	70.43	86.08
Level 6A.2	39.61	42.78	44.37	45.16	49.12	55.46	71.30	87.15
Level 6A.3	40.10	43.31	44.91	45.71	49.72	56.14	72.18	88.22
Children’s Services Employee – Director								
Level 6.1	39.13	42.26	43.82	44.60	48.52	54.78	70.43	86.08
Level 6.2	39.61	42.78	44.37	45.16	49.12	55.46	71.30	87.15

	Day	Early morning	Afternoon	Night	Non-rotating night	Saturday	Sunday	Public holiday
	% of ordinary hourly rate ¹							
	125%	135%	140%	142.5%	155%	175%	225%	275%
	\$	\$	\$	\$	\$	\$	\$	\$
Level 6.3	40.10	43.31	44.91	45.71	49.72	56.14	72.18	88.22
Level 6.4	41.60	44.93	46.59	47.42	51.58	58.24	74.88	91.52
Level 6.5	41.98	45.33	47.01	47.85	52.05	58.77	75.56	92.35
Level 6.6	42.49	45.89	47.59	48.44	52.68	59.48	76.48	93.47
Level 6.7	42.99	46.43	48.15	49.01	53.30	60.18	77.38	94.57
Level 6.8	43.48	46.95	48.69	49.56	53.91	60.87	78.26	95.65
Level 6.9	43.96	47.48	49.24	50.12	54.51	61.55	79.13	96.72

¹ Rates in table are calculated based on the minimum hourly rate, see clauses B.1.1 and B.1.2.

B.4 Junior employees

B.4.1 The **junior hourly rate** for junior employees employed as Children’s Services Employees at levels 1 and 2 are based on a percentage of the Level 2 adult rate in accordance with clause 16.3(b). Adult rates apply from 20 years of age in accordance with clause 16.3(b).

B.4.2 Junior employees employed as Children’s Services Employees at Levels 3, 4 and 5 are paid at the appropriate adult rate in accordance with clause 16.3(a).

B.4.3 Full-time and part-time junior employees other than shiftworkers—ordinary hours and penalty rates

	Ordinary hours	Public holiday
	% of junior hourly rate ¹	
	100%	250%
	\$	\$
Children’s Services Employee Levels 1 & 2 – On commencement		
16 years and under	14.07	35.18
At 17 years	16.08	40.20
At 18 years	18.09	45.23
At 19 years	20.10	50.25
Children’s Services Employee Levels 1 & 2 – After 1 year of industry service		
16 years and under	14.55	36.38
At 17 years	16.63	41.58

	Ordinary hours	Public holiday
	% of junior hourly rate ¹	
	100%	250%
	\$	\$
At 18 years	18.71	46.78
At 19 years	20.79	51.98
¹ Rates in table are calculated based on the minimum hourly rate, see clauses B.1.1 and B.1.2.		

B.4.4 Full-time and part-time junior shiftworkers—ordinary rates and penalty rate

	Day	Early morning	Afternoon	Night	Non-rotating night	Saturday	Sunday	Public holiday
	% of junior hourly rate ¹							
	100%	110%	115%	117.5%	130%	150%	200%	250%
	\$	\$	\$	\$	\$	\$	\$	\$
Children’s Services Employee Levels 1 & 2 – On commencement								
16 years and under	14.07	15.48	16.18	16.53	18.29	21.11	28.14	35.18
At 17 years	16.08	17.69	18.49	18.89	20.90	24.12	32.16	40.20
At 18 years	18.09	19.90	20.80	21.26	23.52	27.14	36.18	45.23
At 19 years	20.10	22.11	23.12	23.62	26.13	30.15	40.20	50.25
Children’s Services Employee Levels 1 & 2 – After 1 year of industry service								
16 years and under	14.55	16.01	16.73	17.10	18.92	21.83	29.10	36.38
At 17 years	16.63	18.29	19.12	19.54	21.62	24.95	33.26	41.58
At 18 years	18.71	20.58	21.52	21.98	24.32	28.07	37.42	46.78
At 19 years	20.79	22.87	23.91	24.43	27.03	31.19	41.58	51.98
¹ Rates in table are calculated based on the minimum hourly rate, see clauses B.1.1 and B.1.2.								

B.4.5 Casual junior employees other than shiftworkers—ordinary hours and penalty rates

	Ordinary hours	Public holiday
	% of junior hourly rate ¹	
	125%	275%
	\$	\$
Children’s Services Employee Levels 1 & 2 – On commencement		
16 years and under	17.59	38.69

	Ordinary hours	Public holiday
	% of junior hourly rate ¹	
	125%	275%
	\$	\$
At 17 years	20.10	44.22
At 18 years	22.61	49.75
At 19 years	25.13	55.28
Children’s Services Employee Levels 1 & 2 – After 1 year of industry service		
16 years and under	18.19	40.01
At 17 years	20.79	45.73
At 18 years	23.39	51.45
At 19 years	25.99	57.17

¹ Rates in table are calculated based on the minimum hourly rate, see clauses B.1.1 and B.1.2.

B.4.6 Casual junior shiftworkers—ordinary hours and penalty rates

	Day	Early morning	Afternoon	Night	Non-rotating night	Saturday	Sunday	Public holiday
	% of junior hourly rate ¹							
	125%	135%	140%	142.5%	155%	175%	225%	275%
	\$	\$	\$	\$	\$	\$	\$	\$
Children’s Services Employee Levels 1 & 2 – On commencement								
16 years and under	17.59	18.99	19.70	20.05	21.81	24.62	31.66	38.69
At 17 years	20.10	21.71	22.51	22.91	24.92	28.14	36.18	44.22
At 18 years	22.61	24.42	25.33	25.78	28.04	31.66	40.70	49.75
At 19 years	25.13	27.14	28.14	28.64	31.16	35.18	45.23	55.28
Children’s Services Employee Levels 1 & 2 – After 1 year of industry service								
16 years and under	18.19	19.64	20.37	20.73	22.55	25.46	32.74	40.01
At 17 years	20.79	22.45	23.28	23.70	25.78	29.10	37.42	45.73
At 18 years	23.39	25.26	26.19	26.66	29.00	32.74	42.10	51.45
At 19 years	25.99	28.07	29.11	29.63	32.22	36.38	46.78	57.17

¹ Rates in table are calculated based on the minimum hourly rate, see clauses B.1.1 and B.1.2.

B.5 Apprentices other than adult apprentices

The **apprentice hourly rate** is based on a percentage of a Level 2.1 adult rate in accordance with clause 16.4.

B.5.1 Apprentices other than adult apprentices—full-time and part-time apprentices other than shiftworkers—ordinary hours and penalty rates

	Ordinary hours	Public holiday
	% of apprentice hourly rate ¹	
	100%	250%
	\$	\$
1st year		
16 years and under	14.07	35.18
At 17 years	16.08	40.20
At 18 years	18.09	45.23
At 19 years	20.10	50.25
2nd and subsequent years		
16 years and under	14.55	36.38
At 17 years	16.63	41.58
At 18 years	18.71	46.78
At 19 years	20.79	51.98

¹ Rates in table are calculated based on the minimum hourly rate, see clauses B.1.1 and B.1.2.

B.5.2 Apprentices other than adult apprentices—full-time and part-time apprentice shiftworkers—ordinary hours and penalty rates

	Day	Early morning	Afternoon	Night	Non-rotating night	Saturday	Sunday	Public holiday
	% of apprentice hourly rate ¹							
	100%	110%	115%	117.5%	130%	150%	200%	250%
	\$	\$	\$	\$	\$	\$	\$	\$
1st year								
16 years and under	14.07	15.48	16.18	16.53	18.29	21.11	28.14	35.18
At 17 years	16.08	17.69	18.49	18.89	20.90	24.12	32.16	40.20
At 18 years	18.09	19.90	20.80	21.26	23.52	27.14	36.18	45.23
At 19 years	20.10	22.11	23.12	23.62	26.13	30.15	40.20	50.25

	Day	Early morning	Afternoon	Night	Non-rotating night	Saturday	Sunday	Public holiday
	% of apprentice hourly rate ¹							
	100%	110%	115%	117.5%	130%	150%	200%	250%
	\$	\$	\$	\$	\$	\$	\$	\$
2nd and subsequent years								
16 years and under	14.55	16.01	16.73	17.10	18.92	21.83	29.10	36.38
At 17 years	16.63	18.29	19.12	19.54	21.62	24.95	33.26	41.58
At 18 years	18.71	20.58	21.52	21.98	24.32	28.07	37.42	46.78
At 19 years	20.79	22.87	23.91	24.43	27.03	31.19	41.58	51.98

¹ Rates in table are calculated based on the minimum hourly rate, see clauses B.1.1 and B.1.2.

B.5.3 Apprentices other than adult apprentices—all full-time and part-time junior apprentices—overtime

	Monday to Saturday		Sunday – all day	Public holiday
	First 2 hours	After 2 hours		
	% of apprentice hourly rate ¹			
	150%	200%	200%	250%
	\$	\$	\$	\$
1st year				
16 years and under	21.11	28.14	28.14	35.18
At 17 years	24.12	32.16	32.16	40.20
At 18 years	27.14	36.18	36.18	45.23
At 19 years	30.15	40.20	40.20	50.25
2nd and subsequent years				
16 years and under	21.83	29.10	29.10	36.38
At 17 years	24.95	33.26	33.26	41.58
At 18 years	28.07	37.42	37.42	46.78
At 19 years	31.19	41.58	41.58	51.98

¹ Rates in table are calculated based on the minimum hourly rate, see clauses B.1.1 and B.1.2.

B.6 Adult apprentices

B.6.1 Adult apprentices—full-time and part-time adult apprentices other than shiftworkers—ordinary hours and penalty rates

	Ordinary hours	Public holiday
	% of relevant adult ordinary hourly rate ¹	
	100%	250%
	\$	\$
1st year 100% of Level 2.1	20.10	50.25
2nd and subsequent years 100% of Level 2.2	20.79	51.98

¹ Rates in table are calculated based on the minimum hourly rate, see clauses B.1.1 and B.1.2.

B.6.2 Adult apprentices—Full-time and part-time adult apprentice shiftworkers—ordinary hours and penalty rates

	Day	Early morning	Afternoon	Night	Non-rotating night	Saturday	Sunday	Public holiday
	% of relevant adult ordinary hourly rate ¹							
	100%	110%	115%	117.5%	130%	150%	200%	250%
	\$	\$	\$	\$	\$	\$	\$	\$
1st year 100% of Level 2.1	20.10	22.11	23.12	23.62	26.13	30.15	40.20	50.25
2nd and subsequent years 100% of Level 2.2	20.79	22.87	23.91	24.43	27.03	31.19	41.58	51.98

¹ Rates in table are calculated based on the minimum hourly rate, see clauses B.1.1 and B.1.2.

B.6.3 Adult apprentices—all adult apprentices—overtime

	Monday to Saturday		Sunday – all day	Public holiday
	First 2 hours	After 2 hours		
	% of relevant adult ordinary hourly rate ¹			
	150%	200%	200%	250%
	\$	\$	\$	\$
1st year 100% of Level 2.1	30.15	40.20	40.20	50.25
2nd and subsequent years 100% of Level 2.2	31.19	41.58	41.58	51.98

¹ Rates in table are calculated based on the minimum hourly rate, see clauses B.1.1 and B.1.2.

Schedule C—Summary of Monetary Allowances

Monetary amounts in this clause adjusted as a result of AWR 2018

See clause 17—Allowances for full details of allowances payable under this award.

C.1 Wage related allowances

The wage-related allowances in this award are based on the standard rate as defined in 16.1 the minimum weekly rate for a Children’s Services Employee Level 3.1 (Certificate III qualified) in clause 16.1—Minimum wages = **\$837.40**

Allowance	Clause	% of standard rate \$837.40	\$ per day unless otherwise stated
Broken shift allowance	17.2(c)	1.91	15.99
First aid allowance	17.2(d)	1.13	9.46
First aid allowance—out-of-school-hours care	17.2(d)	0.15	1.26 per hour

C.1.1 Adjustment of wage-related allowances

Wage related allowances are adjusted in accordance with increases to wages and are based on percentage of the standard rate as specified.

C.2 Expense related allowances

The following expense related allowances will be payable to employees in accordance with clause 17.3

Allowance	Clause	\$
Clothing and equipment allowance:	17.3(a)	
Laundry—per week; OR	17.3(a)(ii)	9.49 per week
Laundry—per day; OR	17.3(a)(ii)	1.90 per day
No ironing required—per week; OR	17.3(a)(ii)	5.98 per week
No ironing required—per day	17.3(a)(ii)	1.20 per day
Excess fares allowance	17.3(b)	13.38 per day
Meal allowance—overtime for more than two hours without prescribed notice	17.3(c)	12.00 per occasion
Use of vehicle allowance:	17.3(d)	
Motor car	17.3(d)	0.78 per km
Motorcycle	17.3(d)	0.26 per km

C.2.1 Adjustment of expense related allowances

- (a) At the time of any adjustment to the [standard rate](#), each expense related allowance will be increased by the relevant adjustment factor. The relevant

adjustment factor for this purpose is the percentage movement in the applicable index figure most recently published by the Australian Bureau of Statistics since the allowance was last adjusted.

- (b) The applicable index figure is the index figure published by the Australian Bureau of Statistics for the Eight Capitals Consumer Price Index (Cat No. 6401.0), as follows:

Allowance	Applicable Consumer Price Index figure
Clothing and equipment allowance	Clothing and footwear group
Excess fares allowance	Transport group
Meal allowance	Take away and fast foods sub-group
Vehicle allowance	Private motoring sub-group

C.3 Other allowances

The qualifications allowance is calculated at **5%** of the weekly rate for an Assistant Director (Children’s Services Employee Level 5.4).

Allowance	Clause	%	Payment detail
Qualifications allowance—Director or Assistant Director with appropriate certificate ¹	17.2(b)	5%	\$53.25
¹ This allowance applies for all purposes			

Schedule D—School-based Apprentices

- D.1** This schedule applies to school-based apprentices. A school-based apprentice is a person who is undertaking an apprenticeship in accordance with this schedule while also undertaking a course of secondary education.
- D.2** A school-based apprenticeship may be undertaken in the trades covered by this award under a training agreement or contract of training for an apprentice declared or recognised by the relevant State or Territory authority.
- D.3** The relevant minimum wages for full-time junior and adult apprentices provided for in this award, calculated hourly, will apply to school-based apprentices for total hours worked including time deemed to be spent in off-the-job training.
- D.4** For the purposes of D.3, where an apprentice is a full-time school student, the time spent in off-the-job training for which the apprentice must be paid is 25% of the actual hours worked each week on-the-job. The wages paid for training time may be averaged over the semester or year.
- D.5** A school-based apprentice must be allowed, over the duration of the apprenticeship, the same amount of time to attend off-the-job training as an equivalent full-time apprentice.
- D.6** For the purposes of this schedule, off-the-job training is structured training delivered by a Registered Training Organisation separate from normal work duties or general supervised practice undertaken on the job.
- D.7** The duration of the apprenticeship must be as specified in the training agreement or contract for each apprentice but must not exceed six years.
- D.8** School-based apprentices progress through the relevant wage scale at the rate of 12 months progression or the rate of competency-based progression for each two years of employment as an apprentice or at the rate of competency-based progression if provided for in this award.
- D.9** The apprentice wage scales are based on a standard full-time apprenticeship of four years (unless the apprenticeship is of three years duration) or stages of competency based progression (if provided for in this award). The rate of progression reflects the average rate of skill acquisition expected from the typical combination of work and training for a school-based apprentice undertaking the applicable apprenticeship.
- D.10** If an apprentice converts from school-based to full-time, the successful completion of competencies (if provided for in this award) and all time spent as a full-time apprentice will count for the purposes of progression through the relevant wage scale in addition to the progression achieved as a school-based apprentice.
- D.11** School-based apprentices are entitled pro rata to all of the other conditions in this award.

Schedule E—Supported Wage System

Schedule amended in accordance with [PR606630](#)

E.1 This schedule defines the conditions which will apply to employees who because of the effects of a disability are eligible for a supported wage under the terms of this award.

E.2 In this schedule:

approved assessor means a person accredited by the management unit established by the Commonwealth under the supported wage system to perform assessments of an individual’s productive capacity within the supported wage system

assessment instrument means the tool provided for under the supported wage system that records the assessment of the productive capacity of the person to be employed under the supported wage system

disability support pension means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the *Social Security Act 1991* (Cth), as amended from time to time, or any successor to that scheme

relevant minimum wage means the minimum wage prescribed in this award for the class of work for which an employee is engaged

supported wage system (SWS) means the Commonwealth Government system to promote employment for people who cannot work at full award wages because of a disability, as documented in the Supported Wage System Handbook. The Handbook is available from the following website: www.jobaccess.gov.au

SWS wage assessment agreement means the document in the form required by the Department of Social Services that records the employee’s productive capacity and agreed wage rate

E.3 Eligibility criteria

E.3.1 Employees covered by this schedule will be those who are unable to perform the range of duties to the competence level required within the class of work for which the employee is engaged under this award, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a disability support pension.

E.3.2 This schedule does not apply to any existing employee who has a claim against the employer which is subject to the provisions of workers compensation legislation or any provision of this award relating to the rehabilitation of employees who are injured in the course of their employment.

E.4 Supported wage rates

E.4.1 Employees to whom this schedule applies will be paid the applicable percentage of the relevant minimum wage according to the following schedule:

Assessed capacity (clause E.5)	Relevant minimum wage
%	%
10	10
20	20
30	30
40	40
50	50
60	60
70	70
80	80
90	90

E.4.2 Provided that the minimum amount payable must be not less than **\$86** per week.

E.4.3 Where an employee’s assessed capacity is **10%**, they must receive a high degree of assistance and support.

E.5 Assessment of capacity

E.5.1 For the purpose of establishing the percentage of the relevant minimum wage, the productive capacity of the employee will be assessed in accordance with the Supported Wage System by an approved assessor, having consulted the employer and employee and, if the employee so desires, a union which the employee is eligible to join.

E.5.2 All assessments made under this schedule must be documented in an SWS wage assessment agreement, and retained by the employer as a time and wages record in accordance with the [Act](#).

E.6 Lodgement of SWS wage assessment agreement

E.6.1 All SWS wage assessment agreements under the conditions of this schedule, including the appropriate percentage of the relevant minimum wage to be paid to the employee, must be lodged by the employer with the Fair Work Commission.

E.6.2 All SWS wage assessment agreements must be agreed and signed by the employee and employer parties to the assessment. Where a union which has an interest in the award is not a party to the assessment, the assessment will be referred by the Fair Work Commission to the union by certified mail and the agreement will take effect unless an objection is notified to the Fair Work Commission within 10 working days.

E.7 Review of assessment

The assessment of the applicable percentage should be subject to annual or more frequent review on the basis of a reasonable request for such a review. The process of review must be in accordance with the procedures for assessing capacity under the supported wage system.

E.8 Other terms and conditions of employment

Where an assessment has been made, the applicable percentage will apply to the relevant minimum wage only. Employees covered by the provisions of this schedule will be entitled to the same terms and conditions of employment as other workers covered by this award on a pro rata basis.

E.9 Workplace adjustment

An employer wishing to employ a person under the provisions of this schedule must take reasonable steps to make changes in the workplace to enhance the employee’s capacity to do the job. Changes may involve re-design of job duties, working time arrangements and work organisation in consultation with other workers in the area.

E.10 Trial period

- E.10.1** In order for an adequate assessment of the employee’s capacity to be made, an employer may employ a person under the provisions of this schedule for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.
- E.10.2** During that trial period the assessment of capacity will be undertaken and the percentage of the relevant minimum wage for a continuing employment relationship will be determined.
- E.10.3** The minimum amount payable to the employee during the trial period must be no less than \$86 per week.
- E.10.4** Work trials should include induction or training as appropriate to the job being trialled.
- E.10.5** Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment will be entered into based on the outcome of assessment under clause E.5.

Schedule F—National Training Wage

Schedule F deleted.

DRAFT

Schedule G—Part-day Public Holidays

Schedule G amended in accordance with [PR701683](#)

This schedule operates where this award otherwise contains provisions dealing with public holidays that supplement the [NES](#).

- G.1** Where a part-day public holiday is declared or prescribed between 7.00 pm and midnight on Christmas Eve (24 December in each year) or New Year’s Eve (31 December in each year) the following will apply on Christmas Eve and New Year’s Eve and will override any provision in this award relating to public holidays to the extent of the inconsistency:
- (a) All employees will have the right to refuse to work on the part-day public holiday if the request to work is not reasonable or the refusal is reasonable as provided for in the [NES](#).
 - (b) Where a part-time or full-time employee is usually rostered to work ordinary hours between 7.00 pm and midnight but as a result of exercising their right under the [NES](#) does not work, they will be paid their ordinary rate of pay for such hours not worked.
 - (c) Where a part-time or full-time employee is usually rostered to work ordinary hours between 7.00 pm and midnight but as a result of being on annual leave does not work, they will be taken not to be on annual leave between those hours of 7.00 pm and midnight that they would have usually been rostered to work and will be paid their ordinary rate of pay for such hours.
 - (d) Where a part-time or full-time employee is usually rostered to work ordinary hours between 7.00 pm and midnight, but as a result of having a rostered day off (RDO) provided under this award, does not work, the employee will be taken to be on a public holiday for such hours and paid their ordinary rate of pay for those hours.
 - (e) Excluding annualised salaried employees to whom clause G.1(f) applies, where an employee works any hours between 7.00 pm and midnight they will be entitled to the appropriate public holiday penalty rate (if any) in this award for those hours worked.
 - (f) Where an employee is paid an annualised salary under the provisions of this award and is entitled under this award to time off in lieu or additional annual leave for work on a public holiday, they will be entitled to time off in lieu or pro-rata annual leave equivalent to the time worked between 7.00 pm and midnight.
 - (g) An employee not rostered to work between 7.00 pm and midnight, other than an employee who has exercised their right in accordance with clause G.1(a), will not be entitled to another day off, another day’s pay or another day of annual leave as a result of the part-day public holiday.

This schedule is not intended to detract from or supplement the [NES](#).

Schedule H—Agreement to Take Annual Leave in Advance

Link to PDF copy of [Agreement to Take Annual Leave in Advance](#).

Name of employee: _____

Name of employer: _____

The employer and employee agree that the employee will take a period of paid annual leave before the employee has accrued an entitlement to the leave:

The amount of leave to be taken in advance is: ____ hours/days

The leave in advance will commence on: ____/____/20____

Signature of employee: _____

Date signed: ____/____/20____

Name of employer representative: _____

Signature of employer representative: _____

Date signed: ____/____/20____

[If the employee is under 18 years of age - include:]

I agree that:

if, on termination of the employee’s employment, the employee has not accrued an entitlement to all of a period of paid annual leave already taken under this agreement, then the employer may deduct from any money due to the employee on termination an amount equal to the amount that was paid to the employee in respect of any part of the period of annual leave taken in advance to which an entitlement has not been accrued.

Name of parent/guardian: _____

Signature of parent/guardian: _____

Date signed: ____/____/20____

Schedule I—Agreement to Cash Out Annual Leave

Link to PDF copy of [Agreement to Cash Out Annual Leave](#).

Name of employee: _____

Name of employer: _____

The employer and employee agree to the employee cashing out a particular amount of the employee’s accrued paid annual leave:

The amount of leave to be cashed out is: _____ hours/days

The payment to be made to the employee for the leave is: \$_____ subject to deduction of income tax/after deduction of income tax (strike out where not applicable)

The payment will be made to the employee on: ____/____/20____

Signature of employee: _____

Date signed: ____/____/20____

Name of employer representative: _____

Signature of employer representative: _____

Date signed: ____/____/20____

Include if the employee is under 18 years of age:

Name of parent/guardian: _____

Signature of parent/guardian: _____

Date signed: ____/____/20____

Schedule J—Agreement for Time Off Instead of Payment for Overtime

Link to PDF copy of [Agreement for Time Off Instead of Payment for Overtime](#).

Name of employee: _____

Name of employer: _____

The employer and employee agree that the employee may take time off instead of being paid for the following amount of overtime that has been worked by the employee:

Date and time overtime started: ___/___/20___ am/pm

Date and time overtime ended: ___/___/20___ am/pm

Amount of overtime worked: _____ hours and _____ minutes

The employer and employee further agree that, if requested by the employee at any time, the employer must pay the employee for overtime covered by this agreement but not taken as time off. Payment must be made at the overtime rate applying to the overtime when worked and must be made in the next pay period following the request.

Signature of employee: _____

Date signed: ___/___/20___

Name of employer representative: _____

Signature of employer representative: _____

Date signed: ___/___/20___