

# Children’s Services Award 2010

This Fair Work Commission consolidated modern award incorporates all amendments up to and including 19 April 2022 ([PR740264](#)).

Clause(s) affected by the most recent variation(s):

28—Unpaid family and domestic violence leave

Current review matter(s): [AM2014/47](#); [AM2014/190](#); [AM2014/196](#); [AM2014/197](#); [AM2014/263](#); [AM2014/300](#); [AM2014/301](#); [AM2015/1](#); [AM2015/2](#); [AM2016/8](#); [AM2016/15](#); [AM2016/17](#)

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[Varied by [PR532630](#), [PR544519](#), [PR544170](#), [PR546288](#), [PR557581](#), [PR573679](#), [PR582984](#), [PR584086](#), [PR609454](#), [PR610286](#), [PR701523](#), [PR718141](#), [PR740264](#)]

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## Part 1—Application and Operation

### 1. Title

This award is the *Children's Services Award 2010*.

### 2. Commencement and transitional

[Varied by [PR542240](#)]

2.1 This award commences on 1 January 2010.

2.2 The monetary obligations imposed on employers by this award may be absorbed into overaward payments. Nothing in this award requires an employer to maintain or increase any overaward payment.

2.3 This award contains transitional arrangements which specify when particular parts of the award come into effect. Some of the transitional arrangements are in clauses in the main part of the award. There are also transitional arrangements in Schedule A. The arrangements in Schedule A deal with:

- minimum wages and piecework rates
- casual or part-time loadings
- Saturday, Sunday, public holiday, evening or other penalties
- shift allowances/penalties.

[2.4 varied by [PR542240](#) ppc 04Dec13]

2.4 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.

[2.5 varied by [PR542240](#) ppc 04Dec13]

2.5 The Fair Work Commission may review the transitional arrangements in this award and make a determination varying the award.

[2.6 varied by [PR542240](#) ppc 04Dec13]

2.6 The Fair Work Commission may review the transitional arrangements:

- (a) on its own initiative; or

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- (b) on application by an employer, employee, organisation or outworker entity covered by the modern award; or
- (c) on application by an organisation that is entitled to represent the industrial interests of one or more employers or employees that are covered by the modern award; or
- (d) in relation to outworker arrangements, on application by an organisation that is entitled to represent the industrial interests of one or more outworkers to whom the arrangements relate.

### 3. Definitions and interpretation

[Varied by [PR997773](#), [PR503637](#), [PR544170](#), [PR546127](#), [PR733842](#)]

#### 3.1 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

[Definition of **adult apprentice** inserted by [PR544170](#) ppc 01Jan14]

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

**agreement-based transitional instrument** has the meaning in the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)

**AQF** means the Australian Qualifications Framework

**award-based transitional instrument** has the meaning in the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)

[Definition of **casual employee** inserted by [PR733842](#) from 27Sep21]

**casual employee** has the meaning given by section 15A of the [Act](#).

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

**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

[Definition of **default fund employee** inserted by [PR546127](#) ppc 01Jan14]

**default fund employee** means an employee who has no chosen fund within the meaning of the *Superannuation Guarantee (Administration) Act 1992* (Cth)

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[Definition of **defined benefit member** inserted by [PR546127](#) ppc 01Jan14]

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

[Definition of **Division 2B State award** inserted by [PR503637](#) ppc 01Jan11]

**Division 2B State award** has the meaning in Schedule 3A of the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)

[Definition of **Division 2B State employment agreement** inserted by [PR503637](#) ppc 01Jan11]

**Division 2B State employment agreement** has the meaning in Schedule 3A of the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)

[Definition of **employee** substituted by [PR997773](#) from 01Jan10]

**employee** means national system employee within the meaning of the Act but does not include an employee covered by the *Educational Services (Teachers) Award 2010*

[Definition of **employer** substituted by [PR997773](#) from 01Jan10]

**employer** means national system employer within the meaning of the Act

**enterprise award-based instrument** has the meaning in the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)

[Definition of **exempt public sector superannuation scheme** inserted by [PR546127](#) ppc 01Jan14]

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

[Definition of **MySuper product** inserted by [PR546127](#) ppc 01Jan14]

**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

**NES** means the National Employment Standards as contained in [sections 59 to 131](#) of the *Fair Work Act 2009* (Cth)

**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

**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:

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- (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.
- (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.

[Definition of **regular casual employee** inserted by [PR733842](#) from 27Sep21]

**regular casual employee** has the meaning given by section 12 of the Act.

**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 14—Minimum wages

**transitional minimum wage instrument** has the meaning in the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)

**unit** means a group or class of children which does not at any one time exceed 25 children, but which need not necessarily consist of the same children at all times

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

3.2 Where this award refers to a condition of employment provided for in the NES, the NES definition applies.

## 4. Coverage

4.1 This award covers employers throughout Australia in the children's services and early childhood education industry and their employees in the classifications listed in Schedule B—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 2010*;
- (b) the *Higher Education Industry—General Staff—Award 2010*;
- (c) the *Local Government Industry Award 2010*; or
- (d) the *Social, Community, Home Care and Disability Services Industry Award 2010*.

4.2 The award does not cover an employee excluded from award coverage by the Act.

4.3 The award does not cover 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.

- 4.4 The award does not cover 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.
- 4.5 This award covers any employer which supplies labour on an on-hire basis in the industry set out in clause 4.1 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.
- 4.6 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 clause 4.1 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.
- 4.7 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. Access to the award and the National Employment Standards**

The employer must ensure that copies of this award and the NES are available to all employees to whom they apply either on a noticeboard which is conveniently located at or near the workplace or through electronic means, whichever makes them more accessible.

## **6. The National Employment Standards and this award**

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

## **7. Individual flexibility arrangements**

[Varied by [PR542240](#); 7—Award flexibility renamed and substituted by [PR610286](#) ppc 01Nov18]

- 7.1 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:

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- (a) arrangements for when work is performed; or
  - (b) overtime rates; or
  - (c) penalty rates; or
  - (d) allowances; or
  - (e) annual leave loading.
- 7.2** An agreement must be one that is genuinely made by the employer and the individual employee without coercion or duress.
- 7.3** An agreement may only be made after the individual employee has commenced employment with the employer.
- 7.4** 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.
- 7.5** 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.
- 7.6** 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.
- 7.7** 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.
- 7.8** Except as provided in clause 7.7(b), an agreement must not require the approval or consent of a person other than the employer and the employee.
- 7.9** The employer must keep the agreement as a time and wages record and give a copy to the employee.



- 7.10** The employer and the employee must genuinely agree, without duress or coercion to any variation of an award provided for by an agreement.
- 7.11** 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 s.144 then the employee or the employer may terminate the arrangement by giving written notice of not more than 28 days (see s.145 of the [Act](#)).
- 7.12** An agreement terminated as mentioned in clause 7.11(b) ceases to have effect at the end of the period of notice required under that clause.
- 7.13** The right to make an agreement under clause 7 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.

## **Part 2—Consultation and Dispute Resolution**

### **8. Consultation about major workplace change**

[8—Consultation regarding major workplace change renamed and substituted by [PR546288](#), 8—Consultation renamed and substituted by [PR610286](#) ppc 01Nov18]

- 8.1** 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.

**8.2** For the purposes of the discussion under clause 8.1(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.

**8.3** Clause 8.2 does not require an employer to disclose any confidential information if its disclosure would be contrary to the employer's interests.

**8.4** 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 8.1(b).

**8.5** In clause 8:

**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.

**8.6** Where this award makes provision for alteration of any of the matters defined at clause 8.5, such alteration is taken not to have significant effect.

## **8A. Consultation about changes to rosters or hours of work**

[8A inserted by [PR610286](#) ppc 01Nov18]

**8A.1** Clause 8A 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.

**8A.2** The employer must consult with any employees affected by the proposed change and their representatives (if any).

**8A.3** For the purpose of the consultation, the employer must:

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- (a) provide to the employees and representatives mentioned in clause 8A.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.

**8A.4** The employer must consider any views given under clause 8A.3(b).

**8A.5** Clause 8A is to be read in conjunction with any other provisions of this award concerning the scheduling of work or the giving of notice.

## 9. Dispute resolution

[Varied by [PR542240](#); substituted by [PR610286](#) ppc 01Nov18]

- 9.1** Clause 9 sets out the procedures to be followed if a dispute arises about a matter under this award or in relation to the [NES](#).
- 9.2** 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.
- 9.3** If the dispute is not resolved through discussion as mentioned in clause 9.2, 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.
- 9.4** If the dispute is unable to be resolved at the workplace and all appropriate steps have been taken under clauses 9.2 and 9.3, a party to the dispute may refer it to the Fair Work Commission.
- 9.5** 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.
- 9.6** 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.
- 9.7** 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 9.
- 9.8** While procedures are being followed under clause 9 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.

9.9 Clause 9.8 is subject to any applicable work health and safety legislation.

## Part 3—Types of Employment and Termination of Employment

### 10. Types of employment

[Varied by [PR530861](#), [PR700551](#), [PR723626](#), [PR723880](#), [PR724049](#), [PR733842](#)]

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

- (a) full-time;
- (b) part-time; or
- (c) casual.

10.2 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.

#### 10.3 Full-time employment

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

#### 10.4 Part-time employment

- (a) An employer may employ a part-time employee in any classification in this award.
- (b) A part-time employee is an employee who:
  - (i) works less than full-time hours of 38 per week;
  - (ii) has reasonably predictable hours of work; and
  - (iii) receives, on a pro rata basis, equivalent pay and conditions to those of full-time employees who do the same kind of work.
- (c) 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 the hours worked each day, which days of the week the employee will work and the actual starting and finishing times each day.

[10.4(d) substituted by [PR530861](#), [PR723626](#), [PR724049](#) ppc 01Nov20]

- (d)

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- (i) Changes in the agreed regular pattern of work may only be made by agreement in writing between the employer and employee. Changes in the days to be worked or in starting and/or finishing times (whether on-going or ad hoc) may also be made by agreement in writing. An agreement in writing may be made by any electronic means of communication.
- (ii) Where 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 21—Ordinary hours of work and rostering.
- (iii) The employer is not required to provide the full 7 days' notice of change of the days an employee is to work where the employer makes the change as a result of an emergency outside of the employer's control.
- (iv) For the purposes of clause 10.4(d)(iii), the overtime provisions in clause 23.2(c) apply.
- (v) In clause 10.4(d)(iii), *emergency* means:
  - a situation or event that poses an imminent or severe risk to the persons at an education and care service premises (for example, a fire at the education and care services premises); or
  - a situation that requires the education and care service premises to be locked-down (for example, an emergency government direction).
- (e) An employer is required to roster a part-time employee for a minimum of two consecutive hours on any shift.
- (f) 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. No part-time employee may work in excess of eight hours in any day without the payment of overtime paid for at the rates prescribed in clause 23—Overtime and penalty rates.
- (g) A part-time employee employed under the provisions of this clause must be paid for the ordinary hours worked at the rate of 1/38th of the weekly rate prescribed in clause 14—Minimum wages.

### 10.5 Casual employment

[10.5(a) varied by [PR723880](#); substituted by [PR733842](#) from 27Sep21]

- (a) A casual employee must be paid the hourly rate payable for a full-time employee for the relevant classification in clause 14—Minimum wages plus a casual loading of 25% for each ordinary hour worked.

[10.5(b) substituted by [PR733842](#) from 27Sep21]

- (b) A casual employee may be engaged only for temporary and relief purposes.

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- (c) A casual employee will be paid a minimum of two hours pay for each engagement.
- (d) A casual employee may, by mutual agreement, be paid weekly or at the termination of each engagement.
- (e) For work in excess of eight hours on any one day or shift or 38 hours in any one week, a casual employee will be paid in accordance with the penalties specified in clause 23—Overtime and penalty rates.

**10.6 Offers and requests for casual conversion**

[10.6 inserted by [PR700551](#); substituted and renamed by [PR733842](#) from 27Sep21]

Offers and requests for conversion from casual employment to full-time or part-time employment are provided for in the [NES](#).

NOTE: Disputes about offers and requests for casual conversion under the [NES](#) are to be dealt with under clause 9—Dispute resolution.

**11. Termination of employment**

[11 substituted by [PR610286](#) ppc 01Nov18]

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

**11.1 Notice of termination by an employee**

- (a) This clause applies to all employees except those identified in ss.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**

<b>Column 1 Employee’s period of continuous service with the employer at the end of the day the notice is given</b>	<b>Column 2 Period of notice</b>
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 s.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.

### 11.2 Job search entitlement

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.

- 11.3 The time off under clause 11.2 is to be taken at times that are convenient to the employee after consultation with the employer.

## 12. Redundancy

[Varied by [PR503637](#), [PR561478](#); substituted by [PR706934](#) ppc 03May19]

NOTE: Redundancy pay is provided for in the [NES](#). See sections 119–123 of the [Act](#).

### 12.1 Transfer to lower paid duties on redundancy

- (a) Clause 12.1 applies if, because of redundancy, an employee is transferred to new duties to which a lower ordinary rate of pay applies.
- (b) The employer may:
  - (i) give the employee notice of the transfer of at least the same length as the employee would be entitled to under section 117 of the [Act](#) as if it were a notice of termination given by the employer; or
  - (ii) transfer the employee to the new duties without giving notice of transfer or before the expiry of a notice of transfer, provided that the employer pays the employee as set out in paragraph (c).
- (c) If the employer acts as mentioned in paragraph (b)(ii), the employee is entitled to a payment of an amount equal to the difference between the ordinary rate of pay of the employee (inclusive of all-purpose allowances, shift rates and penalty rates applicable to ordinary hours) for the hours of work the employee would have worked in the first role, and the ordinary rate of pay (also inclusive of all-purpose allowances, shift rates and penalty rates applicable to ordinary hours) of the employee in the second role for the period for which notice was not given.

## 12.2 Employee leaving during redundancy notice period

- (a) An employee given notice of termination in circumstances of redundancy may terminate their employment during the minimum period of notice prescribed by section 117(3) of the [Act](#).
- (b) The employee is entitled to receive the benefits and payments they would have received under clause 12 or under sections 119–123 of the [Act](#) had they remained in employment until the expiry of the notice.
- (c) However, the employee is not entitled to be paid for any part of the period of notice remaining after the employee ceased to be employed.

## 12.3 Job search entitlement

- (a) Where an employer has given notice of termination to an employee in circumstances of redundancy, the employee must be allowed time off without loss of pay of up to one day each week of the minimum period of notice prescribed by section 117(3) of the [Act](#) for the purpose of seeking other employment.
- (b) If an employee is allowed time off without loss of pay of more than one day under paragraph (a), the employee must, at the request of the employer, produce proof of attendance at an interview.
- (c) A statutory declaration is sufficient for the purpose of paragraph (b).
- (d) An employee who fails to produce proof when required under paragraph (b) is not entitled to be paid for the time off.
- (e) This entitlement applies instead of clauses 11.2 and 11.3.

# Part 4—Minimum Wages and Related Matters

## 13. Classifications

13.1 The definitions of the classification levels in clause 14—Minimum wages are contained in Schedule B—Classification Structure.

## 14. Minimum wages

[Varied by [PR998020](#), [PR503637](#), [PR509151](#), [PR522982](#), [PR536785](#), [PR544170](#), [PR551708](#), [PR559272](#), [PR566800](#), [PR579915](#), [PR592223](#), [PR593886](#), [PR606446](#), [PR707547](#), [PR720159](#), [PR718938](#), [PR723827](#), [PR727866](#), [PR729383](#), [PR733842](#)]

[Note inserted by [PR503637](#) ppc 01Jan11]

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).



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**14.1** The total minimum weekly rate of wages payable to persons employed pursuant to this award will be as set out in the following table.

[14.1 varied by [PR998020](#), [PR509151](#), [PR522982](#), [PR536785](#), [PR551708](#), [PR566800](#), [PR579915](#), [PR592223](#), [PR606446](#), [PR707547](#), [PR718938](#), [PR729383](#) ppc 01Jul21]

<b>Classification</b>		<b>Minimum weekly rate</b>	<b>Minimum hourly rate</b>
		\$	\$
<b>Support Worker</b>			
Level 1.1	On commencement	790.30	20.80
Level 2.1	On commencement	820.40	21.59
Level 2.2	After 1 year*	848.70	22.33
Level 3.1	On commencement	899.50	23.67
<b>Children's Services Employee</b>			
Level 1.1	On commencement	790.30	20.80
Level 2.1	On commencement	820.40	21.59
Level 2.2	After 1 year*	848.70	22.33
Level 3A.1**	On commencement	885.70	23.31
Level 3A.2**	After 1 year	899.50	23.67
Level 3.1	On commencement	899.50	23.67
Level 3.2	After 1 year*	930.50	24.49
Level 3.3	After 2 years*	959.80	25.26
Level 3.4 (Diploma)		1012.90	26.66
Level 4A.1	On commencement	959.80	25.26
Level 4A.2	After 1 year*	973.20	25.61
Level 4A.3	After 2 years*	986.50	25.96
Level 4A.4	After 3 years*	1000.30	26.32
Level 4A.5	After 4 years*	1013.70	26.68
Level 4.1	On commencement	1059.60	27.88
Level 4.2	After 1 year*	1075.80	28.31
Level 4.3	After 2 years*	1091.80	28.73
Level 5A.1	On commencement	1108.00	29.16
Level 5A.2	After 1 year*	1124.10	29.58
Level 5A.3	After 2 years*	1140.00	30.00
Level 5.1	On commencement	1108.00	29.16
Level 5.2	After 1 year*	1124.10	29.58

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Classification		Minimum weekly rate	Minimum hourly rate
		\$	\$
Level 5.3	After 2 years*	1140.00	30.00
Level 5.4***		1144.10	30.11
Level 6A.1	On commencement	1277.70	33.62
Level 6A.2	After 1 year*	1293.60	34.04
Level 6A.3	After 2 years*	1309.50	34.46
<b>Children's Services Employee— Director</b>			
Level 6.1	On commencement	1277.70	33.62
Level 6.2	After 1 year*	1293.60	34.04
Level 6.3	After 2 years*	1309.50	34.46
Level 6.4	On commencement	1358.40	35.75
Level 6.5	After 1 year*	1370.80	36.07
Level 6.6	After 2 years*	1387.30	36.51
Level 6.7	On commencement	1403.80	36.94
Level 6.8	After 1 year *	1419.80	37.36
Level 6.9	After 2 years*	1435.80	37.78

\*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

### 14.2 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:

## Children's Services Award 2010

- (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 14.2(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 9—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 14.2(a). Any additional steps will be subject to meeting the requirements of clause 14.2(a).

### 14.3 Junior employees

- (a) Junior employees employed as Children's Services Employees Level 3, 4 and 5 must be paid at the appropriate adult rate.

[14.3(b) varied by [PR727866](#) ppc 19Mar21]

- (b) Junior employees employed as Children's Services Employee Level 1 or Children's Services Employee Level 2 will be paid no less than the following percentages of the corresponding Children's Services Employee Level 2 rate:

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

### 14.4 Apprentices

[14.4 substituted by [PR544170](#) ppc 01Jan14]

- (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 14.4(a) that no apprentice will be paid less than an unapprenticed junior of the same age.

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

### 14.5 Adult apprentices

[New 14.5 inserted by [PR544170](#) ppc 01Jan14]

- (a) The minimum rate for an adult apprentice who commenced on or after 1 January 2014 and is in the first year of their apprenticeship will be 80% of the minimum rate for a Level 3.1, or the rate prescribed by clause 14.4, whichever is the greater.
- (b) The minimum rate for an adult apprentice who commenced on or after 1 January 2014 and is in the second and subsequent years of their apprenticeship must be the rate for the lowest adult classification in clause 14.1, or the rate prescribed by clause 14.4, whichever is the greater.

[14.5(c) varied by [PR733842](#) from 27Sep21]

- (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 six months as a full-time employee or twelve months as a part-time or regular casual employee immediately prior to commencing the apprenticeship. 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 14.1 in which the adult apprentice was engaged immediately prior to entering into the training agreement.

### 14.6 Apprentice conditions of employment

[New 14.6 inserted by [PR559272](#) ppc 01Jan15]

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

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- (c) For the purposes of clause 14.6(b) above, 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. For the purposes of this subclause, excess travel costs do not include payment for travelling time or expenses incurred while not travelling to and from block release training.
- (d) The amount payable by an employer under clause 14.6(b) 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.
- (e) 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.
- (f) An employer may meet its obligations under clause 14.6(e) by paying any fees and/or cost of textbooks directly to the RTO.
- (g) 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.
- (h) 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. This subclause operates subject to the provisions of Schedule F—School-based Apprentices.
- (i) 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.

### 14.7 Supported wage system

[14.5 renumbered as 14.6 by [PR544170](#), 14.6 renumbered as 14.7 by [PR559272](#) ppc 01Jan15]

See Schedule C.

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### 14.8 National training wage

[14.6 renumbered as 14.7 by [PR544170](#), 14.7 renumbered as 14.8 by [PR559272](#) ppc 01Jan15; 14.8 substituted by [PR593886](#) ppc 01Jul17]

[14.8(a) varied by [PR720159](#) ppc 18Jun20]

- (a) Schedule E to the *Miscellaneous Award 2020* sets out minimum wage rates and conditions for employees undertaking traineeships.

[14.8(b) varied by [PR606446](#), [PR707547](#), [PR720159](#) ppc 18Jun20, [PR723827](#), [PR729383](#) ppc 01Jul21]

- (b) This award incorporates the terms of Schedule E to the *Miscellaneous Award 2020* as at 1 July 2021. Provided that any reference to “this award” in Schedule E to the *Miscellaneous Award 2020* is to be read as referring to the *Children's Services Award 2010* and not the *Miscellaneous Award 2020*.

[14.8(c) inserted by [PR718938](#); deleted by [PR723827](#) ppc 01Nov20]

### 15. Allowances

To view the current monetary amounts of work-related allowances refer to the [Allowances Sheet](#).

[Varied by [PR996603](#), [PR998159](#), [PR509272](#), [PR523102](#), [PR536905](#), [PR551828](#), [PR566929](#), [PR579627](#), [PR592373](#), [PR606596](#), [PR704124](#), [PR707765](#), [PR719090](#), [PR723626](#), [PR724049](#), [PR729563](#)]

#### 15.1 Broken shift allowance

Where an employee works two separate shifts in a day, they will be paid an allowance of 1.91% of the [standard rate](#) per day for each day on which a broken shift is worked.

#### 15.2 Clothing and equipment allowance

- (a) Where the employer requires an employee to wear any special clothing or articles of clothing the employer must reimburse the employee for the cost of purchasing such clothing. The provisions of this clause do not apply where the employer pays for the clothing required to be worn by the employee.
- (b) Where an employee is required to launder any clothing referred to in clause 15.2(a) 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.

[15.2(c) substituted by [PR723626](#), [PR724049](#) ppc 01Nov20]

- (c) Where an employee is required to wear protective clothing or equipment such as hats and sunscreen lotion, goggles, aprons or gloves, the employer will either supply such clothing or equipment or reimburse the employee for the cost of their purchase. Reimbursement will be limited to reasonable costs incurred.

### 15.3 Excess fares allowance

[15.3 varied by [PR523102](#), [PR536905](#), [PR551828](#), [PR719090](#), [PR729563](#) ppc 01Jul21]

Where an employee is directed to work away from their normal place of work on any day the employee will be paid an allowance of \$13.73 per day to compensate for excess fares. This provision does not apply if the employer provides or offers to provide suitable transport free of charge to the employee.

### 15.4 First aid allowance

[15.4(a) varied by [PR996603](#) ppc 28Apr10]

- (a) Where an employee classified below Level 3 is required by the employer to administer first aid to children within the employee's care and the employee holds a current recognised first aid qualification such as a certificate from the St John Ambulance, the Australian Red Cross or a similar body they will be paid an allowance of 1.13% of the [standard rate](#) per day. Where the employee is employed in out-of-school hours care, the allowance will be 0.15% of the [standard rate](#) per hour.
- (b) Provided that a first aid officer need not be appointed where a qualified nurse is on the premises at all times.
- (c) Where 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.

### 15.5 Meal allowance

[15.5 varied by [PR998159](#), [PR509272](#), [PR523102](#), [PR536905](#), [PR551828](#), [PR566929](#), [PR579627](#), [PR592373](#), [PR606596](#), [PR704124](#), [PR707765](#), [PR719090](#), [PR729563](#) ppc 01Jul21]

An employee required to work overtime for more than two hours without being notified on the previous day or earlier that they will be so required to work will either be supplied with a meal by the employer or paid an allowance of \$12.83. No meal allowance is payable where an employee could reasonably return home for a meal within the period allowed.

### 15.6 Qualifications allowance

A Director or Assistant Director who holds a Graduate Certificate in Childcare Management or equivalent will be paid an all-purpose allowance, calculated at 5% of the weekly rate for an Assistant Director (Children's Services Employee Level 5.4).

### 15.7 Use of vehicle allowance

[15.7 varied by [PR523102](#), [PR536905](#), [PR551828](#), [PR719090](#) ppc 01Jul20]

Where an employer requests an employee to use their own motor vehicle in the performance of their duties the employee will be paid an allowance of \$0.80 per kilometre in the case of a motor car or \$0.27 per kilometre in the case of a motorcycle.

## 15.8 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.

[15.8(b) varied by [PR523102](#) ppc 01Jul12]

- (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:

<b>Allowance</b>	<b>Applicable Consumer Price Index figure</b>
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

## 16. District allowances

[16 deleted by [PR561478](#) ppc 05Mar15]

## 17. Accident pay

[Varied by [PR503637](#); deleted by [PR561478](#) ppc 05Mar15]

## 18. Higher duties

[Varied by [PR530861](#), [PR736141](#)]

[18.1 varied by [PR530861](#) ppc 02Nov12]

- 18.1** An employee engaged in duties carrying a higher rate than their ordinary classification for two or more consecutive hours within any shift or day will be paid for the time so worked at the higher rate provided that:

- (a) 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 this clause unless the Director's absence exceeds two complete consecutive working days;



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- (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; or

[18.1(e) deleted by [PR736141](#) ppc 01Jan22]

**18.2** For the purposes of this clause, the duties of an employee will be determined by reference to this award and the employee's job description.

### **19. Payment of wages**

[Varied by [PR530861](#), [PR710965](#)]

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

**19.2** Wages may be paid weekly, fortnightly or monthly by agreement between the employer and employee, by one of the following means:

- (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.

### **19.3 Payment on termination of employment**

[19.3 varied by [PR530861](#), [PR710965](#) ppc 09Aug19]

- (a) The employer must pay an employee no later than 7 days after the day on which the employee's employment terminates:
  - (i) the employee's wages under this award for any complete or incomplete pay period up to the end of the day of termination; and
  - (ii) all other amounts that are due to the employee under this award and the NES.
- (b) The requirement to pay wages and other amounts under paragraph (a) is subject to further order of the Commission and the employer making deductions authorised by this award or the Act.

Note 1: Section 117(2) of the Act provides that an employer must not terminate an employee's employment unless the employer has given the employee the required minimum period of notice or "has paid" to the employee payment instead of giving notice.

Note 2: Paragraph (b) allows the Commission to make an order delaying the requirement to make a payment under this clause. For example, the Commission could make an order delaying the requirement to pay redundancy pay if an employer makes an application under s.120 of the Act for the Commission to reduce the amount of redundancy pay an employee is entitled to under the NES.

Note 3: State and Territory long service leave laws or long service leave entitlements under s.113 of the Act, may require an employer to pay an employee for accrued long service leave on the day on which the employee's employment terminates or shortly after.

## 20. Superannuation

[Varied by [PR530219](#), [PR546127](#)]

### 20.1 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.

### 20.2 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.

### 20.3 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 20.2.
- (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 20.3(a) or (b) no later than 28 days after the end of the month in which the deduction authorised under clauses 20.3(a) or (b) was made.

## 20.4 Superannuation fund

Unless, to comply with superannuation legislation, the employer is required to make the superannuation contributions provided for in clause 20.2 to another superannuation fund that is chosen by the employee, the employer must make the superannuation contributions provided for in clause 20.2 and pay the amount authorised under clauses 20.3(a) or (b) to one of the following superannuation funds or its successor:

(a) HESTA Super Fund;

[20.4(b) substituted by [PR530219](#) ppc 26Oct12]

(b) CareSuper;

(c) AustralianSuper;

(d) Tasplan;

(e) Statewide Superannuation Trust;

[20.4(f) deleted by [PR546127](#) ppc 01Jan14]

[20.4(g) renumbered as 20.4(f) by [PR546127](#) ppc 01Jan14]

(f) Queensland Independent Education and Care Superannuation Trust (QIEC Super);

[20.4(h) renumbered as 20.4(g) by [PR546127](#) ppc 01Jan14]

(g) Sunsuper;

[20.4(i) renumbered as 20.4(h) by [PR546127](#) ppc 01Jan14]

(h) Australian Childcare Super Fund;

[20.4(j) renumbered as 20.4(i) and varied by [PR546127](#) ppc 01Jan14]

(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 scheme; or

[New 20.4(j) inserted by [PR546127](#) ppc 01Jan14]

(j) a superannuation fund or scheme which the employee is a defined benefit member of.

## 20.5 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 20.2 and pay the amount authorised under clauses 20.3(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—Hours of Work and Related Matters

### 21. Ordinary hours of work and rostering

[Varied by [PR503637](#), [PR530861](#), [PR723626](#), [PR724049](#)]

- 21.1 The ordinary hours of work of full-time employees will be an average of 38 hours per week over a one, two or four week cycle.
- 21.2 Ordinary hours will be worked in periods not exceeding eight hours, in unbroken periods save for meal breaks, between Monday and Friday. Subject to the provisions of clause 7—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.
- 21.3 Ordinary hours may be worked between 6.00 am and 6.30 pm. Where broken shifts are worked the spread of hours can be no greater than 12 hours per day.
- 21.4 **Rostered time off for full-time employees**
  - (a) The method of rostering the 38 hour week may be by 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.
  - (b) In the absence of agreement at a workplace in respect to rostering of the 38 hour week the provisions of clause 9—Dispute resolution will apply.

## 21.5 Non-contact time

[21.5(a) substituted by [PR723626](#), [PR724049](#) ppc 01Nov20]

- (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 a minimum of two hours non-contact time per week. During non-contact time, an employee will not be required to supervise children or perform other duties as directed by the employer.
- (b) An employee appointed as the Educational Leader will be entitled to a minimum of two hours non-contact time per week. During non-contact time, an employee will not be required to supervise children or perform other duties as directed by the employer.

NOTE 1: Educational leader is defined in Regulation 118 of the *Education and Care Services National Regulations (2011)*.

NOTE 2: The entitlements at clauses 21.5(a) and 21.5(b) are cumulative. An Educational Leader who also has programming responsibilities for an individual child or group of children will be entitled to a minimum of four hours non-contact time per week.

[21.5(b) renumbered as 21.5(c) by [PR723626](#), [PR724049](#) ppc 01Nov20]

- (c) Wherever possible non-contact time should be rostered in advance.

## 21.6 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.

## 21.7 Rostering

- (a) An employer will post a legible roster at a place readily accessible to employees indicating the rostered hours of work.

[21.7(b) substituted by [PR530861](#), [PR723626](#), [PR724049](#) ppc 01Nov20]

- (b)
  - (i) An employer may change an employee's rostered hours, but only by giving the employee seven days' notice. In the absence of such notice overtime will be paid until seven days have elapsed from the date the notice was given. However, an employee and employer may agree to waive or shorten this notice period in a particular case. Such agreement may be made by electronic means of communication and must be recorded in the time and wages records.
  - (ii) The employer is also not required to provide the full 7 days' notice where the employer makes the change as a result of an emergency outside of the employer's control.

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- (iii) It is not an emergency for the purposes of clause 21.7(b)(ii) if an employee is required to stay beyond their rostered hours because a parent fails to arrive on time to collect a child.
- (iv) For the purposes of clause 21.7(b)(ii), the overtime provisions in clause 23.2(c) apply.
- (v) In clause 21.7(b)(ii), *emergency* means:
  - a situation or event that poses an imminent or severe risk to the persons at an education and care service premises (for example, a fire at the education and care services premises); or
  - a situation that requires the education and care service premises to be locked-down (for example, an emergency government direction).
- (c) 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.
- (d) 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 transpired from the date notice was given.

### 21.8 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 21.3 at the ordinary rate of pay.

### 21.9 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 21.9(b) non-engaged periods count as service for the purposes of accrual of paid annual and personal/carer's leave and wage increments.

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- (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 is exclusive of 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 this clause prevents an employee in a preschool or kindergarten from being employed other than as a term-time only employee.

[21.9(g) varied by [PR503637](#) ppc 01Jan11]

- (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.

## 22. Breaks

[Varied by [PR530861](#)]

### 22.1 Meal breaks

- (a) An employee will not be required to work in excess of five hours without an unpaid meal break of not less than 30 minutes and not more than one hour. Provided that employees who are engaged for not more than six hours continuously per shift may elect to forego a meal break.
- (b) A meal break must be uninterrupted. Where there is an interruption to the meal break and this is occasioned by the employer, overtime will 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.

[22.1(c) substituted by [PR530861](#) ppc 02Nov12]

- (c) Notwithstanding clause 22.1(a), where an employee is required to remain on the employer's premises, the employee will be entitled to a paid meal break of not less than 20 minutes or more than 30 minutes. This paid meal break is to be counted as time worked. 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.

## 22.2 Rest pauses

- (a) An employee working four hours or more on any engagement will be entitled to a paid rest period of 10 minutes.
- (b) Provided that an employee working for seven hours or more will be entitled to two such paid rest periods of 10 minutes each unless the employee agrees to forego one of these rest periods.
- (c) All rest periods must be uninterrupted.

## 22.3 Breaks between work periods

- (a) All employees will be 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 such absence.
- (c) By agreement between an employer and an employee the period of 10 hours may be reduced to not less than eight hours.

## 23. Overtime and penalty rates

[Varied by [PR584086](#), [PR723880](#)]

### 23.1 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 10.4(f).
- (c) A casual employee is paid at overtime rates in the circumstances specified in clause 10.5(e).

### 23.2 Overtime rates

[23.2(a) substituted by [PR723880](#) ppc 20Nov20]

- (a) Full-time and part-time employees will be paid overtime at the rate of 150% of the hourly rate (plus any all-purpose allowance payable) for the first 2 hours and 200% of the hourly rate (plus any all-purpose allowance payable) after 2 hours. In calculating overtime, each day's work will stand alone.

[New 23.2(b) inserted by [PR723880](#) ppc 20Nov20]

- (b) Casual employees will be paid overtime at the rate of **175%** of the hourly rate (plus any all-purpose allowance payable) for the first 2 hours and **225%** of the hourly rate (plus any all-purpose allowance payable) after 2 hours. In calculating overtime, each day's work will stand alone.



NOTE: The overtime rates for casual employees have been calculated by adding the casual loading prescribed by clause 10.5(a) to the overtime rates for full-time and part-time employees prescribed by clause 23.2(a).

[23.2(b) renumbered as 23.2(c) by [PR723880](#) ppc 20Nov20]

- (c) Where, 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 that such emergency overtime does not exceed one hour per week. For the purposes of this subclause 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.

[23.2(c) deleted by [PR584086](#) ppc 22Aug16]

### 23.3 Time off instead of payment for overtime

[23.3 inserted by [PR584086](#) ppc 22Aug16]

- (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 23.3.
- (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 I. There is no requirement to use the form of agreement set out at Schedule I. An agreement under clause 23.3 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 23.3 an employee who worked 2 overtime hours is entitled to 2 hours' time off.

- (e) Time off must be taken:

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- (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 23.3 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 23.3 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 23.3 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 23.3 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 23.3.

### 23.4 Shiftwork

[23.3 renumbered as 23.4 by [PR584086](#) ppc 22Aug16]

- (a) Despite the provisions of clauses 21.1, 21.2 and 21.3, employees may be employed as shiftworkers.
- (b) The ordinary hours inclusive of meal breaks for shiftworkers 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 allowances will be paid for shiftwork:

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<b>Shift</b>	<b>% loading</b>
Early morning	10
Afternoon	15
Night shift, rotating with day or afternoon	17.5
Night shift, non-rotating	30

**(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.

### 23.5 Weekend and public holiday work

[23.4 renumbered as 23.5 by [PR584086](#) ppc 22Aug16]

- (a)** Overtime on a Saturday will be paid at the rate of time and a half for the first two hours and double time thereafter.
- (b)** Provided that shiftworkers required to work ordinary hours on a Saturday will be paid at the rate of time and a half for all hours worked. Overtime worked on a Saturday by shiftworkers will be paid at time and a half for the first two hours and double time thereafter.
- (c)** All time worked on a Sunday will be paid at the rate of double time.
- (d)** All time worked on a public holiday will be paid at the rate of double time and a half. Where both a public holiday and a substitute day are worked, public holiday penalties are payable for only one of those days, at the election of the employee.
- (e)** Employees working on a Saturday, Sunday or public holiday will receive a minimum payment of four hours pay.

## **23A. Requests for flexible working arrangements**

[23A inserted by [PR701523](#) ppc 01Dec18]

### **23A.1 Employee may request change in working arrangements**

Clause 23A 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 23A is an addition to s.65.

### **23A.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)).

### **23A.3 What the written response must include if the employer refuses the request**

Clause 23A.3 applies if the employer refuses the request and has not reached an agreement with the employee under clause 23A.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 23A.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.

#### **23A.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 23A.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.

#### **23A.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 23A, can be dealt with under clause 9—Dispute resolution.

## **Part 6—Leave and Public Holidays**

### **24. Annual leave**

[Varied by [PR582984](#)]

**24.1** Annual leave is provided for in the NES.

**24.2** 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.

#### **24.3 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.

#### **24.4 Taking annual leave**

- (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.

[24.4(c) substituted by [PR582984](#) ppc 29Jul16]

- (c) Notwithstanding clause 24.4(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.

## 24.5 Excessive leave accruals: general provision

[New clause 24.5 inserted by [PR582984](#) ppc 29Jul16]

Note: Clauses 24.5 to 24.7 contain provisions, additional to the National Employment Standards, 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 24.2).
- (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 24.6 sets out how an employer may direct an employee who has an excessive leave accrual to take paid annual leave.
- (d) Clause 24.7 sets out how an employee who has an excessive leave accrual may require an employer to grant paid annual leave requested by the employee.

## 24.6 Excessive leave accruals: direction by employer that leave be taken

[24.6 inserted by [PR582984](#) ppc 29Jul16]

- (a) If an employer has genuinely tried to reach agreement with an employee under clause 24.5(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 24.5, 24.6 or 24.7 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 24.6(b)(i).

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

## **24.7 Excessive leave accruals: request by employee for leave**

[24.7 inserted by [PR582984](#); substituted by [PR582984](#) ppc 29Jul17]

- (a) If an employee has genuinely tried to reach agreement with an employer under clause 24.5(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 24.6(a) that, when any other paid annual leave arrangements (whether made under clause 24.5, 24.6 or 24.7 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 24.5, 24.6 or 24.7 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 24.2) in any period of 12 months.
- (e) The employer must grant paid annual leave requested by a notice under paragraph (a).

## 24.8 Annual leave in advance

[24.5 renumbered as 24.8 by [PR582984](#) ppc 29Jul16; 24.8 renamed and substituted by [PR582984](#) ppc 29Jul16]

- (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 24.8 is set out at Schedule G. There is no requirement to use the form of agreement set out at Schedule G.

- (c) The employer must keep a copy of any agreement under clause 24.8 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 24.8, 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.

## 24.9 Cashing out of annual leave

[24.9 inserted by [PR582984](#) ppc 29Jul16]

- (a) Paid annual leave must not be cashed out except in accordance with an agreement under clause 24.9.
- (b) Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement under clause 24.9.
- (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 24.9 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 24.9 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 24.9 as an employee record.

Note 1: Under section 344 of the Fair Work Act, an employer must not exert undue influence or undue pressure on an employee to make, or not make, an agreement under clause 24.9.

Note 2: Under section 345(1) of the Fair Work Act, a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 24.9.

Note 3: An example of the type of agreement required by clause 24.9 is set out at 0. There is no requirement to use the form of agreement set out at 0.

## **25. Personal/carer's leave and compassionate leave**

Personal/carer's leave and compassionate leave are provided for in the NES.

## **26. Community service leave**

Community service leave is provided for in the NES.

## **27. Public holidays**

[Varied by [PR712288](#)]

**27.1** Public holidays are provided for in the NES.

[27.2 substituted by [PR712288](#) ppc 04Oct19]

**27.2** An employer and employee may agree to substitute another day for a day that would otherwise be a public holiday under the NES.

[New 27.3 inserted by [PR712288](#) ppc 04Oct19]

**27.3** An employer and employee may agree to substitute another part-day for a part-day that would otherwise be a part-day public holiday under the NES.

## 27.4 Additional arrangements for full-time employees

[27.3 renumbered as 27.4 by [PR712288](#) ppc 04Oct19]

- (a) A full-time employee whose rostered day off falls on a public holiday must, subject to clause 27.2, 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.

[Note inserted by [PR712288](#) ppc 04Oct19]

NOTE: For provisions relating to part-day public holidays see Schedule E—Part-day Public Holidays.

## 28. Unpaid family and domestic violence leave

[28—Leave to deal with Family and Domestic Violence renamed and substituted by [PR740264](#) ppc 19Apr22]

Unpaid family and domestic violence leave is provided for in the [NES](#).

NOTE 1: 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.

NOTE 2: Depending upon the circumstances, evidence that would satisfy a reasonable person of the employee's need to take family and domestic violence leave may include a document issued by the police service, a court or family violence support service, or a statutory declaration.

## Schedule A—Transitional Provisions

[Varied by [PR991783](#), [PR503637](#)]

### A.1 General

**A.1.1** The provisions of this schedule deal with minimum obligations only.

**A.1.2** The provisions of this schedule are to be applied:

- (a) when there is a difference, in money or percentage terms, between a provision in a relevant transitional minimum wage instrument (including the transitional default casual loading) or award-based transitional instrument on the one hand and an equivalent provision in this award on the other;
- (b) when a loading or penalty in a relevant transitional minimum wage instrument or award-based transitional instrument has no equivalent provision in this award;
- (c) when a loading or penalty in this award has no equivalent provision in a relevant transitional minimum wage instrument or award-based transitional instrument; or
- (d) when there is a loading or penalty in this award but there is no relevant transitional minimum wage instrument or award-based transitional instrument.

[A.1.3 inserted by [PR503637](#) ppc 01Jan11]

**A.1.3** To avoid doubt, this schedule operates subject to the transitional pay equity order referred to in clause 14 of this award.

### A.2 Minimum wages – existing minimum wage lower

**A.2.1** The following transitional arrangements apply to an employer which, immediately prior to 1 January 2010:

- (a) was obliged,
- (b) but for the operation of an agreement-based transitional instrument or an enterprise agreement would have been obliged, or
- (c) if it had been an employer in the industry or of the occupations covered by this award would have been obliged

by a transitional minimum wage instrument and/or an award-based transitional instrument to pay a minimum wage lower than that in this award for any classification of employee.

**A.2.2** In this clause minimum wage includes:

- (a) a minimum wage for a junior employee, an employee to whom training arrangements apply and an employee with a disability;

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- (b) a piecework rate; and
- (c) any applicable industry allowance.

**A.2.3** Prior to the first full pay period on or after 1 July 2010 the employer must pay no less than the minimum wage in the relevant transitional minimum wage instrument and/or award-based transitional instrument for the classification concerned.

**A.2.4** The difference between the minimum wage for the classification in this award and the minimum wage in clause A.2.3 is referred to as the transitional amount.

**A.2.5** From the following dates the employer must pay no less than the minimum wage for the classification in this award minus the specified proportion of the transitional amount:

### **First full pay period on or after**

1 July 2010	80%
1 July 2011	60%
1 July 2012	40%
1 July 2013	20%

**A.2.6** The employer must apply any increase in minimum wages in this award resulting from an annual wage review.

**A.2.7** These provisions cease to operate from the beginning of the first full pay period on or after 1 July 2014.

## **A.3 Minimum wages – existing minimum wage higher**

**A.3.1** The following transitional arrangements apply to an employer which, immediately prior to 1 January 2010:

- (a) was obliged,
- (b) but for the operation of an agreement-based transitional instrument or an enterprise agreement would have been obliged, or
- (c) if it had been an employer in the industry or of the occupations covered by this award would have been obliged

by a transitional minimum wage instrument and/or an award-based transitional instrument to pay a minimum wage higher than that in this award for any classification of employee.

**A.3.2** In this clause minimum wage includes:

- (a) a minimum wage for a junior employee, an employee to whom training arrangements apply and an employee with a disability;
- (b) a piecework rate; and
- (c) any applicable industry allowance.

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**A.3.3** Prior to the first full pay period on or after 1 July 2010 the employer must pay no less than the minimum wage in the relevant transitional minimum wage instrument and/or award-based transitional instrument for the classification concerned.

**A.3.4** The difference between the minimum wage for the classification in this award and the minimum wage in clause A.3.3 is referred to as the transitional amount.

**A.3.5** From the following dates the employer must pay no less than the minimum wage for the classification in this award plus the specified proportion of the transitional amount:

**First full pay period on or after**

1 July 2010	80%
1 July 2011	60%
1 July 2012	40%
1 July 2013	20%

**A.3.6** The employer must apply any increase in minimum wages in this award resulting from an annual wage review. If the transitional amount is equal to or less than any increase in minimum wages resulting from the 2010 annual wage review the transitional amount is to be set off against the increase and the other provisions of this clause will not apply.

**A.3.7 New South Wales, Western Australia and Tasmania – Other than Division 2B State award employers**

[New A.3.7 inserted by [PR991783](#) from 01Jan10; heading inserted by [PR503637](#) ppc 01Jan11]

The following transitional arrangements apply to an employer in New South Wales, Western Australia and Tasmania which, immediately prior to 1 January 2010:

- (a) was obliged,
- (b) but for the operation of an agreement-based transitional instrument or an enterprise agreement would have been obliged, or
- (c) if it had been an employer in the industry or of the occupations covered by this award would have been obliged

by a transitional minimum wage instrument and/or an award-based transitional instrument to pay a minimum wage higher than that in this award for an employee engaged in a classification lower than Children's Services Employee Level 3.1 and all classifications of Support Worker in Tasmania and Western Australia, and for all classifications in New South Wales.

The employer must:

- (i) continue to pay no less than the minimum wage in the transitional minimum wage instrument and/or award-based transitional instrument; and

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- (ii) apply any increase in minimum wages in this award resulting from an annual wage review.

### **A.3.8 New South Wales and Tasmania – Division 2B State award employers**

[New A.3.8 inserted by [PR503637](#) ppc 01Jan11]

The following transitional arrangements apply to an employer in New South Wales and Tasmania which, immediately prior to 1 January 2011:

- (a) was obliged,
- (b) but for the operation of a Division 2B State employment agreement or an enterprise agreement would have been obliged, or
- (c) if it had been an employer in the industry or of the occupations covered by this award would have been obliged

by a Division 2B State award to pay a minimum wage higher than that in this award for an employee engaged in a classification lower than Children's Services Employee Level 3.1 and all classifications of Support Worker in Tasmania and for all classifications in New South Wales.

The employer must:

- (i) continue to pay no less than the minimum wage in the Division 2B State award and
- (ii) apply any increase in minimum wages in this award resulting from an annual wage review.

[A.3.7 renumbered as A.3.8 by [PR991783](#), A.3.8 renumbered as A.3.9 by [PR503637](#) ppc 01Jan11]

**A.3.9** These provisions cease to operate from the beginning of the first full pay period on or after 1 July 2014.

### **A.4 Loadings and penalty rates**

For the purposes of this schedule loading or penalty means a:

- casual or part-time loading;
- Saturday, Sunday, public holiday, evening or other penalty;
- shift allowance/penalty.

### **A.5 Loadings and penalty rates – existing loading or penalty rate lower**

**A.5.1** The following transitional arrangements apply to an employer which, immediately prior to 1 January 2010:

- (a) was obliged,
- (b) but for the operation of an agreement-based transitional instrument or an enterprise agreement would have been obliged, or

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- (c) if it had been an employer in the industry or of the occupations covered by this award would have been obliged

by the terms of a transitional minimum wage instrument or an award-based transitional instrument to pay a particular loading or penalty at a lower rate than the equivalent loading or penalty in this award for any classification of employee.

**A.5.2** Prior to the first full pay period on or after 1 July 2010 the employer must pay no less than the loading or penalty in the relevant transitional minimum wage instrument or award-based transitional instrument for the classification concerned.

**A.5.3** The difference between the loading or penalty in this award and the rate in clause A.5.2 is referred to as the transitional percentage.

**A.5.4** From the following dates the employer must pay no less than the loading or penalty in this award minus the specified proportion of the transitional percentage:

### **First full pay period on or after**

1 July 2010	80%
1 July 2011	60%
1 July 2012	40%
1 July 2013	20%

**A.5.5** These provisions cease to operate from the beginning of the first full pay period on or after 1 July 2014.

## **A.6 Loadings and penalty rates – existing loading or penalty rate higher**

**A.6.1** The following transitional arrangements apply to an employer which, immediately prior to 1 January 2010:

- (a) was obliged,
- (b) but for the operation of an agreement-based transitional instrument or an enterprise agreement would have been obliged, or
- (c) if it had been an employer in the industry or of the occupations covered by this award would have been obliged

by the terms of a transitional minimum wage instrument or an award-based transitional instrument to pay a particular loading or penalty at a higher rate than the equivalent loading or penalty in this award, or to pay a particular loading or penalty and there is no equivalent loading or penalty in this award, for any classification of employee.

**A.6.2** Prior to the first full pay period on or after 1 July 2010 the employer must pay no less than the loading or penalty in the relevant transitional minimum wage instrument or award-based transitional instrument.

**A.6.3** The difference between the loading or penalty in this award and the rate in clause A.6.2 is referred to as the transitional percentage. Where there is no equivalent loading or penalty in this award, the transitional percentage is the rate in A.6.2.

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**A.6.4** From the following dates the employer must pay no less than the loading or penalty in this award plus the specified proportion of the transitional percentage:

**First full pay period on or after**

1 July 2010	80%
1 July 2011	60%
1 July 2012	40%
1 July 2013	20%

**A.6.5** These provisions cease to operate from the beginning of the first full pay period on or after 1 July 2014.

### **A.7 Loadings and penalty rates – no existing loading or penalty rate**

**A.7.1** The following transitional arrangements apply to an employer not covered by clause A.5 or A.6 in relation to a particular loading or penalty in this award.

**A.7.2** Prior to the first full pay period on or after 1 July 2010 the employer need not pay the loading or penalty in this award.

**A.7.3** From the following dates the employer must pay no less than the following percentage of the loading or penalty in this award:

**First full pay period on or after**

1 July 2010	20%
1 July 2011	40%
1 July 2012	60%
1 July 2013	80%

**A.7.4** These provisions cease to operate from the beginning of the first full pay period on or after 1 July 2014.

### **A.8 Former Division 2B employers**

[New A.8 inserted by [PR503637](#) ppc 01Jan11]

**A.8.1** This clause applies to an employer which, immediately prior to 1 January 2011, was covered by a Division 2B State award.

**A.8.2** All of the terms of a Division 2B State award applying to a Division 2B employer are continued in effect until the end of the full pay period commencing before 1 February 2011.

**A.8.3** Subject to this clause, from the first full pay period commencing on or after 1 February 2011 a Division 2B employer must pay no less than the minimum wages, loadings and penalty rates which it would be required to pay under this Schedule if it had been a national system employer immediately prior to 1 January 2010.

**A.8.4** Despite clause A.8.3, where a minimum wage, loading or penalty rate in a Division 2B State award immediately prior to 1 February 2011 was lower than the



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corresponding minimum wage, loading or penalty rate in this award, nothing in this Schedule requires a Division 2B employer to pay more than the minimum wage, loading or penalty rate in this award.

**A.8.5** Despite clause A.8.3, where a minimum wage, loading or penalty rate in a Division 2B State award immediately prior to 1 February 2011 was higher than the corresponding minimum wage, loading or penalty rate in this award, nothing in this Schedule requires a Division 2B employer to pay less than the minimum wage, loading or penalty rate in this award.

**A.8.6** In relation to a Division 2B employer this Schedule commences to operate from the beginning of the first full pay period on or after 1 January 2011 and ceases to operate from the beginning of the first full pay period on or after 1 July 2014.

## **A.9 Allowances**

[A.8 renumbered as A.9 by [PR503637](#) ppc 01Jan11]

### **A.9.1 Health screen and police clearance allowances**

(a) This clause applies to an employer in Western Australia which, immediately prior to 1 January 2010:

(i) was obliged, or

(ii) but for the operation of an agreement-based transitional instrument would have been obliged, or

(iii) if it had been an employer in the industry or of the occupations covered by this award would have been obliged

by an award-based transitional instrument to pay for or reimburse the cost of an employee undergoing health screening or obtaining a police clearance. The employer continues to be bound to observe such provisions and the employee continues to be entitled to the benefit.

(b) This clause ceases to operate on 31 December 2014.

## Schedule B—Classification Structure

[Varied by [PR530861](#)]

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 14.2.

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

### B.1 Children's Services Employees (CSE)

#### B.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.

#### B.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.

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- 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.

### **B.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.

### **B.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 9—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.

**B.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.

**B.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.

**B.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.

**B.1.8 Level 5**

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 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.1.8(b) varied by [PR530861](#) ppc 02Nov12]

- (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;

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- responsible for the quality of their own work and the work of others; and
- ensures that records are maintained and up to date.

[B.1.8(c) varied by [PR530861](#) ppc 02Nov12]

(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.

[B.1.8(d) varied by [PR530861](#) ppc 02Nov12]

(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.

### B.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.

### B.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.

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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.

### **B.2 Support Worker**

#### **B.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.

#### **B.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.



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

### **B.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.

## Schedule C—Supported Wage System

[Varied by [PR998748](#), [PR510670](#), [PR525068](#), [PR537893](#), [PR542240](#), [PR551831](#), [PR568050](#), [PR581528](#), [PR592689](#), [PR606630](#), [PR709080](#), [PR719661](#), [PR729672](#)]

**C.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.

[C.2 varied by [PR568050](#) ppc 01Jul15]

**C.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](http://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

### **C.3 Eligibility criteria**

**C.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.

**C.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.

## **C.4 Supported wage rates**

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

<b>Assessed capacity (clause C.5)</b>	<b>Relevant minimum wage</b>
<b>%</b>	<b>%</b>
10	10
20	20
30	30
40	40
50	50
60	60
70	70
80	80
90	90

[C.4.2 varied by [PR998748](#), [PR510670](#), [PR525068](#), [PR537893](#), [PR551831](#), [PR568050](#), [PR581528](#), [PR592689](#), [PR606630](#), [PR709080](#), [PR719661](#), [PR729672](#) ppc 01Jul21]

**C.4.2** Provided that the minimum amount payable must be not less than \$90 per week.

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

## **C.5 Assessment of capacity**

**C.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.

**C.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.

## **C.6 Lodgement of SWS wage assessment agreement**

[C.6.1 varied by [PR542240](#) ppc 04Dec13]

**C.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.

[C.6.2 varied by [PR542240](#) ppc 04Dec13]

**C.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.

### **C.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.

### **C.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.

### **C.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.

### **C.10 Trial period**

**C.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.

**C.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.

[C.10.3 varied by [PR998748](#), [PR510670](#), [PR525068](#), [PR537893](#), [PR551831](#), [PR568050](#), [PR581528](#), [PR592689](#), [PR606630](#), [PR709080](#), [PR719661](#), [PR729672](#) ppc 01Jul21]

**C.10.3** The minimum amount payable to the employee during the trial period must be no less than \$90 per week.

**C.10.4** Work trials should include induction or training as appropriate to the job being trialled.

**C.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 C.5.

## Schedule D—National Training Wage

[Varied by [PR998020](#), [PR509151](#), [PR509151](#), [PR522982](#), [PR536785](#), [PR545787](#), [PR551708](#), [PR566800](#), [PR579915](#); deleted by [PR593886](#) ppc 01Ju17]

## Schedule E—Part-day Public Holidays

[Sched E inserted by [PR532630](#) ppc 23Nov12; renamed and varied by [PR544519](#) ppc 21Nov13; renamed and varied by [PR557581](#), [PR573679](#), [PR580863](#), [PR598110](#), [PR701683](#) ppc 21Nov18; varied by [PR712288](#), [PR715110](#)]

This schedule operates where this award otherwise contains provisions dealing with public holidays that supplement the NES.

[E.1 varied by [PR715110](#) ppc 18Nov19]

**E.1** Where a part-day public holiday is declared or prescribed between 6.00 pm and midnight, or 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.

[E.1(b) varied by [PR715110](#) ppc 18Nov19]

- (b) Where a part-time or full-time employee is usually rostered to work ordinary hours on the declared or prescribed part-day public holiday 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.

[E.1(c) substituted by [PR715110](#) ppc 18Nov19]

- (c) Where a part-time or full-time employee is usually rostered to work ordinary hours on the declared or prescribed part-day public holiday but as a result of being on annual leave does not work, they will be taken not to be on annual leave during the hours of the declared or prescribed part-day public holiday that they would have usually been rostered to work and will be paid their ordinary rate of pay for such hours.

[E.1(d) varied by [PR715110](#) ppc 18Nov19]

- (d) Where a part-time or full-time employee is usually rostered to work ordinary hours on the declared or prescribed part-day public holiday, 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.1(e) varied by [PR715110](#) ppc 18Nov19]

- (e) Excluding annualised salaried employees to whom clause E.1(f) applies, where an employee works any hours on the declared or prescribed part-day public holiday they will be entitled to the appropriate public holiday penalty rate (if any) in this award for those hours worked.

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[E.1(f) varied by [PR715110](#) ppc 18Nov19]

- (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 on the declared or prescribed part-day public holiday.

[E.1(g) varied by [PR715110](#) ppc 18Nov19]

- (g) An employee not rostered to work on the declared or prescribed part-day public holiday, other than an employee who has exercised their right in accordance with clause E.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.

[E.2 inserted by [PR712288](#) ppc 04Oct19]

- E.2** An employer and employee may agree to substitute another part-day for a part-day that would otherwise be a part-day public holiday under the NES.

This schedule is not intended to detract from or supplement the NES.

## Schedule F—School-based Apprentices

[Sched F inserted by [PR544170](#) ppc 01Jan14]

- F.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.
- F.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.
- F.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.
- F.4** For the purposes of F.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.
- F.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.
- F.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.
- F.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.
- F.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.
- F.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.
- F.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.
- F.11** School-based apprentices are entitled pro rata to all of the other conditions in this award.



## Schedule G—Agreement to Take Annual Leave in Advance

[Sched G inserted by [PR582984](#) ppc 29Jul16]

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 H—Agreement to Cash Out Annual Leave**

[Sched H inserted by [PR582984](#) ppc 29Jul16]

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 I—Agreement for Time Off Instead Of Payment for Overtime

[Sched I inserted by [PR584086](#) ppc 22Aug16]

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\_\_\_

## Schedule X—Additional Measures During the COVID-19 Pandemic

[Sched X inserted by [PR718141](#) ppc 08Apr20; varied by [PR720705](#), [PR723048](#), [PR728080](#), [PR736911](#)]

[X.1 varied by [PR720705](#), [PR723048](#), [PR728080](#), [PR736911](#) ppc 01Jan22]

**X.1** Subject to clauses X.2.1(d) and X.2.2(c), Schedule X operates from 8 April 2020 until 30 June 2022. The period of operation can be extended on application.

**X.2** During the operation of Schedule X, the following provisions apply:

### **X.2.1 Unpaid pandemic leave**

(a) Subject to clauses X.2.1(b), (c) and (d), any employee is entitled to take up to 2 weeks' unpaid leave if the employee is required by government or medical authorities or on the advice of a medical practitioner to self-isolate and is consequently prevented from working, or is otherwise prevented from working by measures taken by government or medical authorities in response to the COVID-19 pandemic.

(b) The employee must give their employer notice of the taking of leave under clause X.2.1(a) and of the reason the employee requires the leave, as soon as practicable (which may be a time after the leave has started).

(c) An employee who has given their employer notice of taking leave under clause X.2.1(a) must, if required by the employer, give the employer evidence that would satisfy a reasonable person that the leave is taken for a reason given in clause X.2.1(a).

[X.2.1(d) varied by [PR720705](#), [PR723048](#), [PR728080](#), [PR736911](#) ppc 01Jan22]

(d) A period of leave under clause X.2.1(a) must start before 30 June 2022, but may end after that date.

(e) Leave taken under clause X.2.1(a) does not affect any other paid or unpaid leave entitlement of the employee and counts as service for the purposes of entitlements under this award and the [NES](#).

NOTE: The employer and employee may agree that the employee may take more than 2 weeks' unpaid pandemic leave.

### **X.2.2 Annual leave at half pay**

(a) Instead of an employee taking paid annual leave on full pay, the employee and their employer may agree to the employee taking twice as much leave on half pay.

(b) Any agreement to take twice as much annual leave at half pay must be recorded in writing and retained as an employee record.

[X.2.2(c) varied by [PR720705](#), [PR723048](#), [PR728080](#) ppc 26Mar21]

(c) A period of leave under clause X.2.2(a) must start before 31 December 2021, but may end after that date.

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EXAMPLE: Instead of an employee taking one week's annual leave on full pay, the employee and their employer may agree to the employee taking 2 weeks' annual leave on half pay. In this example:

- the employee's pay for the 2 weeks' leave is the same as the pay the employee would have been entitled to for one week's leave on full pay (where one week's full pay includes leave loading under the Annual Leave clause of this award); and
- one week of leave is deducted from the employee's annual leave accrual.

NOTE 1: A employee covered by this award who is entitled to the benefit of clause X.2.1 or X.2.2 has a workplace right under section 341(1)(a) of the [Act](#).

NOTE 2: Under section 340(1) of the [Act](#), an employer must not take adverse action against an employee because the employee has a workplace right, has or has not exercised a workplace right, or proposes or does not propose to exercise a workplace right, or to prevent the employee exercising a workplace right. Under section 342(1) of the [Act](#), an employer takes adverse action against an employee if the employer dismisses the employee, injures the employee in his or her employment, alters the position of the employee to the employee's prejudice, or discriminates between the employee and other employees of the employer.

NOTE 3: Under section 343(1) of the [Act](#), a person must not organise or take, or threaten to organise or take, action against another person with intent to coerce the person to exercise or not exercise, or propose to exercise or not exercise, a workplace right, or to exercise or propose to exercise a workplace right in a particular way.