

CURRENT AWARD as at 17 May 2016

Children's Services Award 2010

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Children's Services Award 2016

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<p>Part 1—Application and Operation</p> <p>1. Title</p> <p>This award is the <i>Children's Services Award 2010</i>.</p> <p>2. Commencement and transitional</p> <p>2.1 This award commences on 1 January 2010.</p> <p>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.</p> <p>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:</p> <ul style="list-style-type: none"> • minimum wages and piecework rates • casual or part-time loadings • Saturday, Sunday, public holiday, evening or other penalties • shift allowances/penalties. <p>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</p>	<p>Part 1—Application and Operation of this Award</p> <p>1. Title and commencement</p> <p>1.1 This award is the <i>Children's Services Award 2016</i>.</p> <p>1.2 This modern award, as varied, commenced operation on 1 January 2010.</p> <p>1.3 Clause 2—Definitions sets out definitions that apply in this award.</p> <p>1.4 Neither the making of this award nor the operation of any transitional arrangements is intended to result in a reduction in the take-home pay of employees covered by the award. On application by or on behalf of an employee who suffers a reduction in take-home pay as a result of the making of this award or the operation of any transitional arrangements, the Fair Work Commission may make any order it considers appropriate to remedy the situation.</p> <p><i>References to transitional arrangements removed – obsolete</i></p>

<p>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.</p> <p>2.5 The Fair Work Commission may review the transitional arrangements in this award and make a determination varying the award.</p> <p>2.6 The Fair Work Commission may review the transitional arrangements:</p> <p>(a) on its own initiative; or</p> <p>(b) on application by an employer, employee, organisation or outworker entity covered by the modern award; or</p> <p>(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</p> <p>(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.</p>	
<p>3. Definitions and interpretation</p> <p>3.1 In this award, unless the contrary intention appears:</p> <p>Act means the <i>Fair Work Act 2009</i> (Cth)</p> <p>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</p> <p>adult apprentice means an apprentice who is 21 years of age or over at the commencement of their apprenticeship</p> <p>agreement-based transitional instrument has the meaning in the <i>Fair Work (Transitional Provisions and Consequential Amendments) Act 2009</i> (Cth)</p> <p>AQF means the Australian Qualifications Framework</p> <p>award-based transitional instrument has the meaning in the <i>Fair Work</i></p>	<p>2. Definitions</p> <p>In this award, unless the contrary intention appears:</p> <p>Act means the <i>Fair Work Act 2009</i> (Cth)</p> <p>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</p> <p>adult apprentice means an apprentice who is 21 years of age or over at the commencement of their apprenticeship</p> <p>AQF means the Australian Qualifications Framework</p> <p>childcare means a program providing care, support supervision and development for children</p> <p>children's services and early childhood education industry means the industry of long day care, occasional care (including those occasional care</p>

(Transitional Provisions and Consequential Amendments) Act 2009 (Cth)

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

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

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

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

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

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

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)*

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

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

long day care centre means a childcare establishment which usually provides services over a period of approximately eight hours or more each

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

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

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

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

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

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:

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

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:

- (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.

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

- (b) a sessional care centre which means an establishment which operates on the basis of morning and/or afternoon sessions and which usually operates during hours and terms which approximate those of a recognised school.

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

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

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

Definitions relating to transitional instruments removed - obsolete

<p>3.2 Where this award refers to a condition of employment provided for in the NES, the NES definition applies.</p>	<p><i>Moved to new clause 3—The National Employment Standards and this Award</i></p> <p>3.2 Where this award refers to a condition of employment provided for in the NES, the NES definition applies.</p>
<p>4. Coverage</p> <p>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:</p> <ul style="list-style-type: none"> (a) the <i>Educational Services (Schools) General Staff Award 2010</i>; (b) the <i>Higher Education Industry—General Staff—Award 2010</i>; (c) the <i>Local Government Industry Award 2010</i>; or (d) the <i>Social, Community, Home Care and Disability Services Industry Award 2010</i>. <p>4.2 The award does not cover an employee excluded from award coverage by the Act.</p> <p>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 <i>Fair Work (Transitional Provisions and Consequential Amendments) Act 2009</i> (Cth)), or employers in relation to those employees.</p> <p>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 <i>Fair Work (Transitional Provisions and Consequential Amendments) Act 2009</i> (Cth)), or employers in relation to those employees.</p> <p>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.</p>	<p>4. Coverage</p> <p>4.1 This industry award covers employers throughout Australia in the children's services and early childhood education industry and their employees in the classifications listed in Schedule A—Classification Structure, to the exclusion of any other modern award. The award does not cover employers whose primary functions are covered by the following awards:</p> <ul style="list-style-type: none"> (a) the <i>Educational Services (Schools) General Staff Award 2016</i>; (b) the <i>Higher Education Industry—General Staff—Award 2016</i>; (c) the <i>Local Government Industry Award 2016</i>; or (d) the <i>Social, Community, Home Care and Disability Services Industry Award 2016</i>. <p>4.2 Children's services and early childhood education industry means the industry of long day care, occasional care (including those occasional care services not licensed), nurseries, childcare centres, day care facilities, family based childcare, out-of-school hours care, vacation care, adjunct care, in-home care, kindergartens and preschools, mobile centres and early childhood intervention programs.</p> <p>4.3 This award covers any employer which supplies labour on an on-hire basis in the industry set out in clauses 4.1 and 4.2 in respect of on-hire employees in classifications covered by this award, and those on-hire employees, while engaged in the performance of work for a business in that industry. This subclause operates subject to the exclusions from coverage in this award.</p> <p>4.4 This award covers employers which provide group training services for apprentices and trainees engaged in the industry and/or parts of industry set out at clauses 4.1 and 4.2 and those apprentices and trainees engaged by a group training service hosted by a company to perform work at a location where the activities described herein are being performed. This subclause</p>

<p>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.</p> <p>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.</p> <p>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.</p>	<p>operates subject to the exclusions from coverage in this award.</p> <p>4.5 The award does not cover</p> <p>(a) an employee excluded from award coverage by the Act;</p> <p>(b) employees who are covered by a modern enterprise award, or an enterprise instrument (within the meaning of the <i>Fair Work (Transitional Provisions and Consequential Amendments) Act 2009</i> (Cth)), or employers in relation to those employees; or</p> <p>(c) employees who are covered by a State reference public sector modern award, or a State reference public sector transitional award (within the meaning of the <i>Fair Work (Transitional Provisions and Consequential Amendments) Act 2009</i> (Cth)), or employers in relation to those employees.</p> <p>4.6 Where an employer is covered by more than one award, an employee of that employer is covered by the award classification which is most appropriate to the work performed by the employee and to the environment in which the employee normally performs the work.</p> <p>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.</p>
<p>5. Access to the award and the National Employment Standards</p> <p>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.</p> <p>6. The National Employment Standards and this award</p> <p>The NES and this award contain the minimum conditions of employment for employees covered by this award.</p>	<p>3. The National Employment Standards and this award</p> <p>3.1 The National Employment Standards (NES) and this award contain the minimum conditions of employment for employees covered by this award.</p> <p>3.3 The employer must ensure that copies of the award and the NES are available to all employees to whom they apply, either on a notice board which is conveniently located at or near the workplace or through accessible electronic means.</p>
<p><i>Clause inserted - proposed new provision</i></p>	<p>5. Effect of variations made by the Fair Work Commission</p> <p>A variation to this award does not affect any right, privilege, obligation or liability that a person acquired, accrued or incurred under the award as it existed prior to that variation.</p>

<p>7. Award flexibility</p> <p>7.1 Notwithstanding any other provision of this award, an employer and an individual employee may agree to vary the application of certain terms of this award to meet the genuine individual needs of the employer and the individual employee. The terms the employer and the individual employee may agree to vary the application of are those concerning:</p> <ul style="list-style-type: none"> (a) arrangements for when work is performed; (b) overtime rates; (c) penalty rates; (d) allowances; and (e) leave loading. <p>7.2 The employer and the individual employee must have genuinely made the agreement without coercion or duress. An agreement under this clause can only be entered into after the individual employee has commenced employment with the employer.</p> <p>7.3 The agreement between the employer and the individual employee must:</p> <ul style="list-style-type: none"> (a) be confined to a variation in the application of one or more of the terms listed in clause 7.1; and (b) result in the employee being better off overall at the time the agreement is made than the employee would have been if no individual flexibility agreement had been agreed to. <p>7.4 The agreement between the employer and the individual employee must also:</p> <ul style="list-style-type: none"> (a) be in writing, name the parties to the agreement and be signed by the employer and the individual employee and, if the employee is under 18 years of age, the employee's parent or guardian; (b) state each term of this award that the employer and the individual employee have agreed to vary; (c) detail how the application of each term has been varied by 	<p>6. Award flexibility and individual arrangements</p> <p>6.1 Notwithstanding any other provision of this award, an employer and an individual employee may agree to vary the application of certain terms of this award to meet the genuine individual needs of the employer and the individual employee. The terms the employer and the individual employee may agree to vary the application of, are those concerning:</p> <ul style="list-style-type: none"> (a) arrangements for when work is performed; (b) overtime rates; (c) penalty rates; (d) allowances; and (e) leave loading. <p>6.2 The employer and the individual employee must have genuinely made the agreement without coercion or duress. An agreement under this clause can only be entered into after the individual employee has commenced employment with the employer.</p> <p>6.3 The agreement between the employer and the individual employee must:</p> <ul style="list-style-type: none"> (a) be confined to a variation in the application of one or more of the terms listed in clause 6.1; and (b) result in the employee being better off overall at the time the agreement is made than the employee would have been if no individual flexibility agreement had been agreed to. <p>6.4 The agreement between the employer and the individual employee must also:</p> <ul style="list-style-type: none"> (a) be in writing, name the parties to the agreement and be signed by the employer and the individual employee and, if the employee is under 18 years of age, the employee's parent or guardian; (b) state each term of this award that the employer and the individual employee have agreed to vary; (c) detail how the application of each term has been varied by agreement
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<p>agreement between the employer and the individual employee;</p> <p>(d) detail how the agreement results in the individual employee being better off overall in relation to the individual employee's terms and conditions of employment; and</p> <p>(e) state the date the agreement commences to operate.</p> <p>7.5 The employer must give the individual employee a copy of the agreement and keep the agreement as a time and wages record.</p> <p>7.6 Except as provided in clause 7.4(a) the agreement must not require the approval or consent of a person other than the employer and the individual employee.</p> <p>7.7 An employer seeking to enter into an agreement must provide a written proposal to the employee. Where the employee's understanding of written English is limited the employer must take measures, including translation into an appropriate language, to ensure the employee understands the proposal.</p> <p>7.8 The agreement may be terminated:</p> <p>(a) by the employer or the individual employee giving 13 weeks' notice of termination, in writing, to the other party and the agreement ceasing to operate at the end of the notice period; or</p> <p>(b) at any time, by written agreement between the employer and the individual employee.</p> <p>Note: If any of the requirements of s.144(4), which are reflected in the requirements of this clause, are not met then the agreement may be terminated by either the employee or the employer, giving written notice of not more than 28 days (see s.145 of the <i>Fair Work Act 2009</i> (Cth)).</p> <p>7.9 The notice provisions in clause 7.8(a) only apply to an agreement entered into from the first full pay period commencing on or after 4 December 2013. An agreement entered into before that date may be terminated in accordance with clause 7.8(a), subject to four weeks' notice of termination.</p> <p>7.10 The right to make an agreement pursuant to this clause is in addition to, and is not intended to otherwise affect, any provision for an agreement between an employer and an individual employee contained in any other term of this award.</p>	<p>between the employer and the individual employee;</p> <p>(d) detail how the agreement results in the individual employee being better off overall in relation to the individual employee's terms and conditions of employment; and</p> <p>(e) state the date the agreement commences to operate.</p> <p>6.5 The employer must give the individual employee a copy of the agreement and keep the agreement as a time and wages record.</p> <p>6.6 Except as provided in clause 6.4(a) the agreement must not require the approval or consent of a person other than the employer and the individual employee.</p> <p>6.7 An employer seeking to enter into an agreement must provide a written proposal to the employee. Where the employee's understanding of written English is limited the employer must take measures, including translation into an appropriate language, to ensure the employee understands the proposal.</p> <p>6.8 The agreement may be terminated:</p> <p>(a) by the employer or the individual employee giving 13 weeks' notice of termination, in writing, to the other party and the agreement ceasing to operate at the end of the notice period; or</p> <p>(b) at any time, by written agreement between the employer and the individual employee.</p> <p>NOTE: If any of the requirements of s.144(4), which are reflected in the requirements of this clause, are not met then the agreement may be terminated by either the employee or the employer, giving written notice of not more than 28 days (see s.145 of the Act).</p> <p>6.9 The notice provisions in clause 6.8(a) only apply to an agreement entered into from the first full pay period commencing on or after 4 December 2013. An agreement entered into before that date may be terminated in accordance with clause 6.8(a), subject to four weeks' notice of termination.</p> <p>6.10 The right to make an agreement pursuant to this clause is in addition to, and is not intended to otherwise affect, any provision for an agreement between an employer and an individual employee contained in any other term of this award.</p>
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<p><i>Clause inserted - proposed new provision</i></p>	<p>7. Facilitative provisions for flexible working practices</p> <p>7.1 A facilitative provision provides that the standard approach in an award provision may be departed from by agreement between an employer and an individual employee, or an employer and the majority of employees in the enterprise or part of the enterprise concerned.</p> <p>7.2 Facilitative provisions in this award are contained in the following clauses:</p> <table border="1" data-bbox="1220 352 2112 639"> <thead> <tr> <th>Clause</th> <th>Provision</th> <th>Agreement between an employer and:</th> </tr> </thead> <tbody> <tr> <td>13.3</td> <td>Maximum daily hours</td> <td>An individual employee</td> </tr> <tr> <td>15.3(b)</td> <td>Paid rest periods</td> <td>An individual employee</td> </tr> <tr> <td>15.4(b)</td> <td>Breaks between work periods</td> <td>An individual employee</td> </tr> <tr> <td>23.2</td> <td>Substitution of public holidays</td> <td>A majority of employees</td> </tr> </tbody> </table>	Clause	Provision	Agreement between an employer and:	13.3	Maximum daily hours	An individual employee	15.3(b)	Paid rest periods	An individual employee	15.4(b)	Breaks between work periods	An individual employee	23.2	Substitution of public holidays	A majority of employees
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13.3	Maximum daily hours	An individual employee														
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<p>Part 2—Consultation and Dispute Resolution</p> <p>8. Consultation</p> <p><i>Provision not reproduced - standard clause - no change</i></p>	<p>Part 7—Consultation and Dispute Resolution</p> <p>25. Consultation about major workplace change</p> <p>26. Consultation about changes to rosters or hours of work</p> <p><i>Provisions not reproduced – standard clause – no change other than numbering and changes to clause titles</i></p>															
<p>9. Dispute resolution</p> <p><i>Provision not reproduced - standard clause - no change</i></p>	<p>27. Dispute resolution</p> <p><i>Provision not reproduced - standard clause - no change</i></p>															
<p>Part 3—Types of Employment and Termination of Employment</p> <p>10. Types of employment</p> <p>10.1 Employees under this award will be employed in one of the following categories:</p> <ul style="list-style-type: none"> (a) full-time; (b) part-time; or (c) casual. 	<p>Part 2—Types of Employment and Classifications</p> <p>8. Types of employment</p> <p>8.1 Employees under this award will be employed in one of the following categories:</p> <ul style="list-style-type: none"> (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.

(d) (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.

(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 relieved of the obligation to provide the full seven days' notice of change of the days an employee is to work where an emergency outside of the employer's control

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

9. Full-time employment

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

10. Part-time employment

10.1 A part-time employee:

(a) works less than full-time hours of 38 per week;

(b) has reasonably predictable hours of work; and

(c) receives, on a pro rata basis, equivalent pay and conditions to those of full-time employees who do the same kind of work.

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

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

(a) the hours worked each day;

(b) which days of the week the employee will work; and

(c) the actual starting and finishing times each day.

10.4 Changes to agreed pattern of work

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

(b) Changes to the days to be worked or to starting and/or finishing times (whether on-going or ad hoc) may also be made by agreement in writing.

(c) If agreement cannot be reached, the employer may change the days the employee is to work by giving seven days' notice in advance of the change in accordance with clause 13—Ordinary hours of work and rostering.

<p>causes the employer to make the change. In this clause, emergency means any situation or event that poses an imminent or severe risk to the persons at an education and care service premises, or a situation that requires the education and care service premises to be locked-down.</p> <p>(e) An employer is required to roster a part-time employee for a minimum of two consecutive hours on any shift.</p> <p>(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.</p> <p>(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.</p>	<p>(d) The employer does not have to provide seven days' notice of a change of the days an employee is to work where an emergency outside of the employer's control causes the employer to make the change.</p> <p>(e) In this clause, emergency means any situation or event that poses an imminent or severe risk to the persons at an education and care service premises, or a situation that requires the education and care service premises to be locked-down.</p> <p>10.5 An employer must roster a part-time employee for a minimum of two consecutive hours on any shift.</p> <p>10.6 A part-time employee who agrees to work in excess of their normal hours will be paid at ordinary time for up to eight hours provided that the additional time worked is during the ordinary hours of operation of the early childhood service.</p> <p>10.7 No part-time employee may work more than eight hours in any day without the payment of overtime paid for at the rates prescribed in clause 19—Overtime and penalty rates.</p> <p>10.8 A part-time employee employed under the provisions of this clause must be paid for the ordinary hours worked at the ordinary hourly rate prescribed in clause 16—Minimum wages.</p>
<p>10.5 Casual employment</p> <p>(a) A casual employee is an employee engaged as such and 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%.</p> <p>(b) A casual employee is one engaged for temporary and relief purposes.</p> <p>(c) A casual employee will be paid a minimum of two hours pay for each engagement.</p> <p>(d) A casual employee may, by mutual agreement, be paid weekly or at the termination of each engagement.</p> <p>(e) For work in excess of eight hours on any one day or shift or 38</p>	<p>11. Casual employment</p> <p>11.1 A casual employee is an employee engaged for temporary and relief purposes and must be paid the hourly rate payable for a full-time employee for the relevant classification in clause 16—Minimum wages plus a casual loading of 25%.</p> <p>11.2 A casual employee may, by mutual agreement, be paid weekly or at the termination of each engagement.</p> <p>11.3 A casual employee must be paid in accordance with the penalties specified in clause 19—Overtime and penalty rates for all work in excess of:</p> <p>(a) eight hours on any day or shift; or</p> <p>(b) 38 hours in any one week.</p>

<p>hours in any one week, a casual employee will be paid in accordance with the penalties specified in clause 23—Overtime and penalty rates.</p>	<p>11.4 A casual employee will be paid a minimum of two hours pay for each engagement.</p>
<p>11. Termination of employment <i>Provision not reproduced - no change</i> ...</p>	<p>Part 8—Termination of Employment and Redundancy 28. Termination of employment <i>Provision not reproduced - no change</i></p>
<p>11.3 Job search entitlement <i>Clauses 11.3 and 12.4 moved to clause 31</i></p>	<p><i>Clauses 11.3 and 12.4 moved to clause 31</i></p>
<p>12. Redundancy <i>Provision not reproduced - no change other than renumbering of clause and clause titles</i> ...</p> <p>12.2 Transfer to lower paid duties</p> <p>12.3 Employee leaving during notice period</p> <p>12.4 Job search entitlement</p>	<p>29. Redundancy <i>Provision not reproduced - no change other than renumbering of clause and clause titles</i></p> <p>30. Transfer to lower paid job on redundancy</p> <p>31. Employee leaving during redundancy notice period</p> <p>32. Job search entitlement</p>
<p>12.5 Transitional provisions – NAPSA employees</p> <p>12.6 Transitional provisions – Division 2B State employees</p>	<p><i>Transitional provisions - clauses removed - obsolete</i></p>
<p>Part 4—Minimum Wages and Related Matters</p> <p>13. Classifications</p> <p>13.1 The definitions of the classification levels in clause 14—Minimum wages are contained in Schedule B—Classification Structure.</p>	<p>12. Classifications</p> <p>The definitions of the classification levels in clause 16—Minimum wages are contained in Schedule A—Classification Structure.</p>

14. Minimum wages

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

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.

Classification		Minimum weekly rate	Minimum hourly rate
		\$	\$
Support Worker			
Level 1.1	On commencement	671.90	17.68
Level 2.1	On commencement	697.60	18.36
Level 2.2	After 1 year*	721.70	18.99
Level 3.1	On commencement	764.90	20.13
Children's Services Employee			
Level 1.1	On commencement	671.90	17.68
Level 2.1	On commencement	697.60	18.36
Level 2.2	After 1 year*	721.70	18.99
Level 3A.1**	On commencement	753.10	19.82
Level 3A.2**	After 1 year	764.90	20.13
Level 3.1	On commencement	764.90	20.13
Level 3.2	After 1 year*	791.20	20.82
Level 3.3	After 2 years*	816.10	21.48
Level 3.4 (Diploma)		861.20	22.66
Level 4A.1	On commencement	816.10	21.48

Part 4—Wages and Allowances**16. Minimum wages**

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

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

Classification		Minimum weekly rate	Minimum hourly rate
		\$	\$
Support Worker			
Level 1.1	On commencement	671.90	17.68
Level 2.1	On commencement	697.60	18.36
Level 2.2	After 1 year*	721.70	18.99
Level 3.1	On commencement	764.90	20.13
Children's Services Employee			
Level 1.1	On commencement	671.90	17.68
Level 2.1	On commencement	697.60	18.36
Level 2.2	After 1 year*	721.70	18.99
Level 3A.1**	On commencement	753.10	19.82
Level 3A.2**	After 1 year	764.90	20.13
Level 3.1	On commencement	764.90	20.13
Level 3.2	After 1 year*	791.20	20.82
Level 3.3	After 2 years*	816.10	21.48
Level 3.4 (Diploma)		861.20	22.66
Level 4A.1	On commencement	816.10	21.48

Current award

Children's Services Award 2016

Level 4A.1	On commencement	816.10	21.48	Level 4A.2	After 1 year*	827.50	21.78
Level 4A.2	After 1 year*	827.50	21.78	Level 4A.3	After 2 years*	838.80	22.07
Level 4A.3	After 2 years*	838.80	22.07	Level 4A.4	After 3 years*	850.60	22.38
Level 4A.4	After 3 years*	850.60	22.38	Level 4A.5	After 4 years*	862.00	22.68
Level 4A.5	After 4 years*	862.00	22.68	Level 4.1	On commencement	901.00	23.71
Level 4.1	On commencement	901.00	23.71	Level 4.2	After 1 year*	914.70	24.07
Level 4.2	After 1 year*	914.70	24.07	Level 4.3	After 2 years*	928.30	24.43
Level 4.3	After 2 years*	928.30	24.43	Level 5A.1	On commencement	942.20	24.79
Level 5A.1	On commencement	942.20	24.79	Level 5A.2	After 1 year*	955.80	25.15
Level 5A.2	After 1 year*	955.80	25.15	Level 5A.3	After 2 years*	969.30	25.51
Level 5A.3	After 2 years*	969.30	25.51	Level 5.1	On commencement	942.20	24.79
Level 5.1	On commencement	942.20	24.79	Level 5.2	After 1 year*	955.80	25.15
Level 5.2	After 1 year*	955.80	25.15	Level 5.3	After 2 years*	969.30	25.51
Level 5.3	After 2 years*	969.30	25.51	Level 5.4***		972.80	25.60
Level 5.4***		972.80	25.60	Level 6A.1	On commencement	1086.40	28.59
Level 6A.1	On commencement	1086.40	28.59	Level 6A.2	After 1 year*	1099.90	28.94
Level 6A.2	After 1 year*	1099.90	28.94	Level 6A.3	After 2 years*	1113.50	29.30
Level 6A.3	After 2 years*	1113.50	29.30	Children's Services Employee—Director			
Children's Services Employee—Director				Level 6.1	On commencement	1086.40	28.59
Level 6.1	On commencement	1086.40	28.59	Level 6.2	After 1 year*	1099.90	28.94
Level 6.2	After 1 year*	1099.90	28.94	Level 6.3	After 2 years*	1113.50	29.30
Level 6.3	After 2 years*	1113.50	29.30	Level 6.4	On commencement	1155.10	30.40
Level 6.4	On commencement	1155.10	30.40	Level 6.5	After 1 year*	1165.50	30.67
Level 6.5	After 1 year*	1165.50	30.67	Level 6.6	After 2 years*	1179.60	31.04
Level 6.6	After 2 years*	1179.60	31.04	Level 6.7	On commencement	1193.70	31.41
Level 6.7	On commencement	1193.70	31.41	Level 6.8	After 1 year*	1207.20	31.77
Level 6.8	After 1 year*	1207.20	31.77	Level 6.9	After 2 years*	1220.80	32.13
Level 6.9	After 2 years*	1220.80	32.13				

<p>*Reference to a year or years of service is to service in the industry</p> <p>**Former Western Australian 'E' worker classification</p> <p>***An Assistant Director who holds an Advanced Diploma (AQF 6/3 year qualified) must be paid no less than Level 5.4</p>	<p>*Reference to a year or years of service is to service in the industry</p> <p>**Former Western Australian 'E' worker classification</p> <p>***An Assistant Director who holds an Advanced Diploma (AQF 6/3 year qualified) must be paid no less than Level 5.4</p>
<p>14.2 Progression for children's services employees</p> <p>(a) Progression from one level to the next within a classification is subject to an employee meeting the following criteria:</p> <p>(i) competency at the existing level;</p> <p>(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</p> <p>(iii) demonstrated ability to acquire the skills necessary for advancement to the next pay point.</p> <p>(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:</p> <p>(i) the employee is notified in writing of the reasons for the deferral;</p> <p>(ii) the employee has, in the previous 12 months, been provided with the in-service training required to attain a higher pay point; and</p> <p>(iii) following any deferral, the employee is provided with the training necessary to advance to the next level.</p> <p>(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.</p> <p>(d) An employee whose progression has been refused or deferred may</p>	<p>16.2 Progression for Children's Services Employees</p> <p>(a) Progression from one level to the next within a classification is subject to an employee meeting the following criteria:</p> <p>(i) competency at the existing level;</p> <p>(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</p> <p>(iii) demonstrated ability to acquire the skills necessary for advancement to the next pay point.</p> <p>(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:</p> <p>(i) the employee is notified in writing of the reasons for the deferral;</p> <p>(ii) the employee has, in the previous 12 months, been provided with the in-service training required to attain a higher pay point; and</p> <p>(iii) following any deferral, the employee is provided with the training necessary to advance to the next level.</p> <p>(c) Where an appraisal has been deferred for operational reasons beyond the control of either party and the appraisal subsequently deems the employee to have met the requirements of clause 16.2(a), any increase in wages will be back paid to the 12 (or 24) month anniversary date of the previous progression.</p> <p>(d) An employee whose progression has been refused or deferred may</p>

<p>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.</p> <p>(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).</p>	<p>invoke the provisions of clause 26—Dispute resolution. If the resolution results in the advancement being granted, any increase in wages will be backdated to the relevant anniversary date.</p> <p>(e) An employee employed as a Children's Services Employee Level 2 on completion of an accredited introductory childcare course will immediately progress by one additional level beyond that determined in accordance with clause 16.2(a). Any additional steps will be subject to meeting the requirements of clause 16.2(a).</p>																				
<p>14.3 Junior employees</p> <p>(a) Junior employees employed as Children's Services Employees Level 3, 4 and 5 must be paid at the appropriate adult rate.</p> <p>(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:</p> <table border="1" data-bbox="280 746 974 1061"> <thead> <tr> <th>Age</th> <th>% of adult rate</th> </tr> </thead> <tbody> <tr> <td>Under 17 years</td> <td>70</td> </tr> <tr> <td>Under 18 years</td> <td>80</td> </tr> <tr> <td>Under 19 years</td> <td>90</td> </tr> <tr> <td>Under 20 years</td> <td>100</td> </tr> </tbody> </table>	Age	% of adult rate	Under 17 years	70	Under 18 years	80	Under 19 years	90	Under 20 years	100	<p>16.3 Junior employees</p> <p>(a) Junior employees employed as Children's Services Employees Level 3, 4 and 5 must be paid at the appropriate adult rate.</p> <p>(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:</p> <table border="1" data-bbox="1294 719 2094 1070"> <thead> <tr> <th>Age</th> <th>% of adult rate</th> </tr> </thead> <tbody> <tr> <td>16 years and under</td> <td>70</td> </tr> <tr> <td>At 17 years</td> <td>80</td> </tr> <tr> <td>At 18 years</td> <td>90</td> </tr> <tr> <td>At 19 years</td> <td>100</td> </tr> </tbody> </table>	Age	% of adult rate	16 years and under	70	At 17 years	80	At 18 years	90	At 19 years	100
Age	% of adult rate																				
Under 17 years	70																				
Under 18 years	80																				
Under 19 years	90																				
Under 20 years	100																				
Age	% of adult rate																				
16 years and under	70																				
At 17 years	80																				
At 18 years	90																				
At 19 years	100																				
<p>14.4 Apprentices</p> <p>(a) Apprentices will be engaged in accordance with the relevant apprenticeship legislation and paid no less than an unapprenticed junior of the same age.</p> <p>(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.</p>	<p>16.4 Apprentices</p> <p>(a) Apprentices will be engaged in accordance with the relevant apprenticeship legislation and paid no less than an unapprenticed junior of the same age.</p> <p>(b) For apprentices who commenced on or after 1 January 2014, the minimum rate of pay will be as set out in the table below, subject to the proviso in clause 16.4(a) that no apprentice will be paid less than an unapprenticed junior of the same age.</p>																				

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

14.5 Adult apprentices

- (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.
- (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 and systematic 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.

16.5 Adult apprentices

- (a) An adult apprentice who commenced their apprenticeship on or after 1 January 2014 and is in the first year of their apprenticeship will be paid:
 - (i) **80%** of the ordinary hourly rate for Level 3.1 in clause 16.1; or
 - (ii) the rate prescribed by clause 16.4 for the relevant year of the apprenticeship,
 whichever is the greater.
- (b) An adult apprentice who commenced on or after 1 January 2014 and is in the second and subsequent years of their apprenticeship must be paid:
 - (i) the rate for the lowest adult classification in clause 16.1; or
 - (ii) the rate prescribed by clause 16.4 for the relevant year of the apprenticeship,
 whichever is the greater.
- (c) A person employed by an employer under this award immediately prior to entering into a training agreement as an adult apprentice with

	<p>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:</p> <ul style="list-style-type: none"> (i) six months as a full-time employee; or (ii) 12 months as a part-time or regular and systematic casual employee, <p>immediately prior to commencing the apprenticeship.</p> <p>(d) For the purpose only of fixing a minimum wage, the adult apprentice must continue to receive the minimum wage that applies to the classification specified in clause 16.1 in which the adult apprentice was engaged immediately prior to entering into the training agreement.</p>
<p>14.6 Apprentice conditions of employment</p> <ul style="list-style-type: none"> (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. (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. 	<p>16.6 Apprentice conditions of employment</p> <ul style="list-style-type: none"> (a) Except as provided in this clause or where otherwise stated, all conditions of employment specified in this award apply to apprentices. (b) Block release training—travel costs <ul style="list-style-type: none"> (i) Where an apprentice is required to attend block release training for training identified in or associated with their training contract, and such training requires an overnight stay, the employer must pay for the excess reasonable travel costs incurred by the apprentice in the course of travelling to and from such training. (ii) Provided that clause 16.6(b)(i) will not apply where the apprentice could attend an alternative Registered Training Organisation (RTO) and the use of the more distant RTO is not agreed between the employer and the apprentice. (iii) For the purposes of clause 16.6(b)(i), excess reasonable travel costs: <ul style="list-style-type: none"> • include the total costs of reasonable transportation (including transportation of tools where required), accommodation costs incurred while travelling (where necessary) and reasonable expenses incurred while travelling, including meals, which exceed those incurred in travelling to and from work; and

<p>(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.</p> <p>(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.</p> <p>(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.</p>	<ul style="list-style-type: none"> • do not include payment for travelling time or expenses incurred while not travelling to and from block release training. <p>(iv) Reduction of payment The amount payable by an employer under clause 16.6(b)(i) may be reduced by an amount the apprentice is eligible to receive for travel costs to attend block release training under a Government apprentice assistance scheme. This will only apply if an apprentice has either received such assistance or their employer has advised them in writing of the availability of such assistance.</p> <p>(c) Block release training—training fees</p> <p>(i) All training fees charged by an RTO for prescribed courses and the cost of all prescribed textbooks (excluding those textbooks which are available in the employer's technical library) for the apprenticeship, which are paid by an apprentice, shall be reimbursed by the employer:</p> <ul style="list-style-type: none"> • 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, <p>whichever is the later, unless there is unsatisfactory progress.</p> <p>(ii) An employer may meet its obligations under clause 16.6(c)(i) by paying any fees and/or cost of textbooks directly to the RTO.</p>
<p>(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.</p> <p>(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.</p> <p>(i) No apprentice will, except in an emergency, work or be required to</p>	<p>(d) Attending training</p> <p>(i) An apprentice is entitled to be released from work without loss of continuity of employment and to payment of the appropriate wages to attend any training and assessment specified in, or associated with, the training contract.</p> <p>(ii) Time spent by an apprentice in attending any training and/or assessment specified in, or associated with, the training contract is to be regarded as time worked for the employer for the purposes of calculating the apprentice's wages and determining the apprentice's employment conditions. Clause 16.6(d) operates subject to the provisions of Schedule D—</p>

<p>work overtime or shiftwork at times which would prevent their attendance at training consistent with their training contract.</p>	<p>School-based Apprentices.</p> <p>(iii) No apprentice will, except in an emergency, work or be required to work overtime or shiftwork at times which would prevent their attendance at training consistent with their training contract.</p>
<p>14.7 Supported wage system</p> <p>See Schedule C.</p>	<p>16.9 Supported wage system</p> <p>For employees who because of the effects of a disability are eligible for a supported wage, see Schedule E—Supported Wage System.</p>
<p>14.8 National training wage</p> <p>See Schedule D.</p>	<p>16.10 National training wage</p> <p>For employees undertaking a traineeship, see Schedule F—National Training Wage.</p>
<p>15. Allowances</p> <p><i>Clause inserted - proposed new provision</i></p>	<p>17. Allowances</p> <p>17.1 Employers must pay to an employee the allowances the employee is entitled to under this clause. See Schedule C for a summary of monetary allowances and method of adjustment.</p>
<p><i>Clause inserted - proposed new provision</i></p>	<p>17.2 Wage related allowances</p> <p>(a) All purpose allowances</p> <p>Allowances paid for all purpose are included in the rate of pay of an employee who is entitled to the allowance when calculating any penalties or loadings or payments while they are on annual leave. The qualifications allowance (clause 17.2(b)) is paid for all purposes under this award.</p>
<p>15.1 Broken shift allowance</p> <p>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.</p>	<p>(c) Broken shift allowance</p> <p>An employee works two separate shifts in a day will be paid an allowance of \$14.61 per day for each day on which a broken shift is worked.</p>

<p>15.2 Clothing and equipment allowance</p> <p>(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.</p> <p>(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.</p> <p>(c) Where an employee is required to wear protective clothing or equipment such as goggles, aprons or gloves, the employer will either supply such clothing or equipment or reimburse the employee for the cost of their purchase.</p>	<p>17.3 Expense related allowances</p> <p>(a) Clothing and equipment allowance</p> <p>(i) If the employer requires an employee to wear any special clothing or articles of clothing, or equipment such as goggles, aprons or gloves, the employer must:</p> <ul style="list-style-type: none"> • supply the clothing or equipment; or • reimburse the employee the cost of purchasing the clothing or equipment. <p>(ii) Where an employee is required to launder any clothing referred to in clause 17.3(a)(i), the employee will be paid an allowance of:</p> <ul style="list-style-type: none"> • \$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.
<p>15.3 Excess fares allowance</p> <p>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 \$13.38 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.</p>	<p>(b) Excess fares allowance</p> <p>(i) If an employee is directed to work away from their normal place of work on any day the employee will be paid an allowance of \$13.38 per day to compensate for excess fares.</p> <p>(ii) This provision does not apply if the employer provides or offers to provide suitable transport free of charge to the employee.</p>
<p>15.4 First aid allowance</p> <p>(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.</p>	<p>17.2 Wage related allowances</p> <p>(d) First aid allowance</p> <p>(i) The first aid allowance must be paid to an employee who is:</p> <ul style="list-style-type: none"> • classified below level 3; • required by the employer to administer first aid to children within the employee's care; and

<p>(b) Provided that a first aid officer need not be appointed where a qualified nurse is on the premises at all times.</p> <p>(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.</p>	<ul style="list-style-type: none"> • the holder of a current, recognised first aid qualification (such as a certificate from the St John Ambulance, Australian Red Cross or similar body). <p>(ii) An employee referred to in clause 17.2(d)(i) will be paid \$8.64 per day or, in the case of an employee employed in out-of-school hours care, \$1.15 per hour.</p> <p>(iii) A first aid officer need not be appointed where a qualified nurse is on the premises at all times.</p> <p>(iv) If an employee is required by an employer to act as a first aid officer and they do not have current qualifications, the employer must pay the costs of any required training.</p>
<p>15.5 Meal allowance</p> <p>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 \$11.38. No meal allowance is payable where an employee could reasonably return home for a meal within the period allowed.</p>	<p>17.3 Expense related allowances</p> <p>(c) Meal allowance</p> <p>(i) An employee required to work overtime for more than two hours without being notified on the previous day or earlier that they will be required to work will either be supplied with a meal by the employer or paid an allowance of \$11.38.</p> <p>(ii) No meal allowance is payable where an employee could reasonably return home for a meal within the period allowed.</p>
<p>15.6 Qualifications allowance</p> <p>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).</p>	<p>17.2 Wage related allowances</p> <p>(b) Qualifications allowance</p> <p>A Director or Assistant Director who holds a Graduate Certificate in Childcare Management or equivalent will be paid an all-purpose allowance of \$48.64 per week.</p>
<p>15.7 Use of vehicle allowance</p> <p>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 \$0.78 per kilometre in the case of a motor car or \$0.26 per kilometre in the case of a motorcycle.</p>	<p>17.3 Expense related allowances</p> <p>(d) Use of vehicle allowance</p> <p>If an employer requires an employee to use their own motor vehicle in the performance of their duties the employee will be paid an allowance of:</p> <p>(i) \$0.78 per kilometre in the case of a motor car; or</p> <p>(ii) \$0.26 per kilometre in the case of a motorcycle.</p>

<p>15.8 Adjustment of expense related allowances</p> <p>(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.</p> <p>(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:</p> <table border="1" data-bbox="280 544 1052 922"> <thead> <tr> <th>Allowance</th> <th>Applicable Consumer Price Index figure</th> </tr> </thead> <tbody> <tr> <td>Clothing and equipment allowance</td> <td>Clothing and footwear group</td> </tr> <tr> <td>Excess fares allowance</td> <td>Transport group</td> </tr> <tr> <td>Meal allowance</td> <td>Take away and fast foods sub-group</td> </tr> <tr> <td>Vehicle allowance</td> <td>Private motoring sub-group</td> </tr> </tbody> </table>	Allowance	Applicable Consumer Price Index figure	Clothing and equipment allowance	Clothing and footwear group	Excess fares allowance	Transport group	Meal allowance	Take away and fast foods sub-group	Vehicle allowance	Private motoring sub-group	<p>Schedule C—Summary of Monetary Allowances</p> <p>C.2 Expense related allowances</p> <p>C.2.1 Adjustment of expense related allowances</p> <p>(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.</p> <p>(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:</p> <table border="1" data-bbox="1296 636 2112 962"> <thead> <tr> <th>Allowance</th> <th>Applicable Consumer Price Index figure</th> </tr> </thead> <tbody> <tr> <td>Clothing and equipment allowance</td> <td>Clothing and footwear group</td> </tr> <tr> <td>Excess fares allowance</td> <td>Transport group</td> </tr> <tr> <td>Meal allowance</td> <td>Take away and fast foods sub-group</td> </tr> <tr> <td>Vehicle allowance</td> <td>Private motoring sub-group</td> </tr> </tbody> </table>	Allowance	Applicable Consumer Price Index figure	Clothing and equipment allowance	Clothing and footwear group	Excess fares allowance	Transport group	Meal allowance	Take away and fast foods sub-group	Vehicle allowance	Private motoring sub-group
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<p>16. District allowances</p>	<p><i>Transitional provision - clause removed – obsolete</i></p>																				
<p>17. Accident pay</p>	<p><i>Transitional provision - clause removed – obsolete</i></p>																				
<p>18. Higher duties</p> <p>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:</p> <p>(a) the greater part of the time so worked is spent in performing duties carrying the higher rate;</p>	<p>16.7 Higher duties</p> <p>(a) An employee engaged for two or more consecutive hours within any shift or day in duties carrying a higher rate than their ordinary classification will be paid for the time worked at the higher rate provided that the greater part of the time so worked is spent in performing duties carrying the higher rate.</p>																				

<p>(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;</p> <p>(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;</p> <p>(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</p> <p>(e) an employee who is required to undertake the duties of another employee by reason of the latter employee's absence for the purpose of attending (with pay) an approved training course (including in-service training) will not be entitled to payment under this clause.</p> <p>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.</p>	<p>(b) An employee engaged as a Children's Services Employee Level 5 (Assistant Director) who is required to undertake the duties of a Director by reason of the Director's absence will not be entitled to payment under clause 16.7(a) unless the Director's absence exceeds two complete consecutive working days.</p> <p>(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.</p> <p>(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.</p> <p>(e) An employee who is required to undertake the duties of another employee by reason of the latter employee's absence for the purpose of attending (with pay) an approved training course (including in-service training) will not be entitled to payment under clause 16.7.</p> <p>(f) For the purposes of clause 16.7, the duties of an employee will be determined by reference to this award and the employee's job description.</p>
<p>19. Payment of wages</p> <p>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.</p> <p>19.2 Wages may be paid weekly, fortnightly or monthly by agreement between the employer and employee, by one of the following means:</p> <p>(a) cash;</p> <p>(b) cheque; or</p> <p>(c) payment into employee's bank or nominated financial institution account by electronic funds transfer, without cost to the employee.</p>	<p>16.8 Payment of wages</p> <p>(a) Wages may be paid weekly, fortnightly or monthly by agreement between the employer and employee, by one of the following methods:</p> <p>(i) cash;</p> <p>(ii) cheque; or</p> <p>(iii) payment into employee's bank or nominated financial institution account by electronic funds transfer, without cost to the employee.</p> <p>(b) Except on termination of employment all wages including overtime will be paid on any day of the week other than Saturday or Sunday.</p>

<p>19.3 Where an employee lawfully leaves their employment they will be paid all moneys due at the time of leaving by cash, cheque or electronic funds transfer. Alternatively, the employee may be paid on the next working day where this is reasonable.</p>	<p>(c) Where an employee lawfully leaves their employment they will be paid all monies due at the time of leaving by cash, cheque or electronic funds transfer:</p> <p>(i) at the time of leaving; or</p> <p>(ii) where reasonable, on the next working day.</p> <p>NOTE: Regulations 3.33(3) and 3.46(1)(g) of <i>Fair Work Regulations 2009</i> set out the requirements for pay records and the content of payslips including the requirement to separately identify any allowance paid.</p>
<p>20. Superannuation</p> <p><i>Provision not reproduced - no change</i></p>	<p>18. Superannuation</p> <p><i>Provision not reproduced - no change</i></p>
<p>Part 5—Hours of Work and Related Matters</p> <p>21. Ordinary hours of work and rostering</p> <p>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.</p> <p>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—Award flexibility, 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.</p> <p>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.</p>	<p>Part 3—Hours of Work</p> <p>13. Ordinary hours of work and rostering</p> <p>13.1 The ordinary hours of work of full-time employees are an average of 38 hours per week over a one, two or four week cycle.</p> <p>13.2 Ordinary hours will be worked in periods not exceeding eight hours, in unbroken periods except for meal breaks, between Monday and Friday.</p> <p>13.3 Subject to the provisions of clause 6—Award flexibility, 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.</p> <p>13.4 Ordinary hours may be worked between 6.00 am and 6.30 pm.</p> <p>13.5 Where broken shifts are worked the spread of hours must be no greater than 12 hours per day.</p>
<p>21.4 Rostered time off for full-time employees</p> <p>(a) The method of rostering the 38 hour week may be by any of the following:</p> <p>(i) by employees working less than eight ordinary hours per day;</p>	<p>14. Rostering arrangements—full time and part-time employees</p> <p>14.1 Method of rostering working hours</p> <p>The method of rostering the 38 hour week may be any of the following:</p> <p>(a) by employees working less than eight ordinary hours per day;</p> <p>(b) by employees working less than eight ordinary hours on one or</p>

<ul style="list-style-type: none"> (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. <p>(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.</p>	<ul style="list-style-type: none"> more days each week; (c) by rostering employees off on various days of the week during the work cycle; or (d) 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. <p>In the absence of agreement at a workplace in respect to rostering of the 38 hour week the provisions of clause 27—Dispute resolution will apply.</p>
<p>21.5 Non-contact time</p> <ul style="list-style-type: none"> (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 per week, during which the employee is not required to supervise children or perform other duties directed by the employer, for the purpose of planning, preparing, evaluating and programming activities. (b) Wherever possible non-contact time should be rostered in advance. <p>21.6 Attendance at court</p> <p>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.</p>	<p>13.6 Non-contact time</p> <ul style="list-style-type: none"> (a) An employee responsible for the preparation, implementation and/or evaluation of a developmental program for an individual child or group of children will be entitled to at least two hours of non-contact time per week for the purpose of planning, preparing, evaluating and programming activities. (b) During non-contact time an employee is not required to supervise children or perform other duties directed by the employer. (c) Wherever possible non-contact time should be rostered in advance. <p>13.7 Attendance at court</p> <p>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.</p>
<p>21.7 Rostering</p> <ul style="list-style-type: none"> (a) An employer will post a legible roster at a place readily accessible to employees indicating the rostered hours of work. (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 	<p>14.2 Rostering</p> <ul style="list-style-type: none"> (a) An employer will post a legible roster at a place readily accessible to employees indicating the rostered hours of work. (b) Subject to clause 25.2, the employer must provide seven days' notice of a change in an employee's roster. (c) If seven days' notice is not provided, the employee will be paid at

<p>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 must be recorded in writing and form part of the time and wages records.</p> <p>(ii) The employer is also relieved of the obligation to provide the full seven days' notice where an emergency outside of the employer's control causes the employer to make the change. In this clause, emergency means any situation or event that poses an imminent or severe risk to the persons at an education and care service premises, or a situation that requires the education and care service premises to be locked-down.</p> <p>(iii) However, where an employee is required to stay beyond their rostered hours because a parent fails to arrive on time to collect a child, this will not be regarded as an emergency. In this circumstance, the employer must pay the employee at overtime rates for the additional time the employee remains at the workplace.</p> <p>(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.</p> <p>(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.</p>	<p>overtime rates until seven days have passed since the notice was given.</p> <p>(d) The employer is not required to provide seven days' notice if:</p> <p>(i) the employer and employee agree to waive or shorten the notice period (in which case the agreement must be recorded in writing and form part of the time and wages records); or</p> <p>(ii) an emergency outside the employer's control causes the employer to make the change.</p> <p>(e) In this clause, emergency means any situation or event that poses an imminent or severe risk to the persons at an education and care service premises, or a situation that requires the education and care service premises to be locked-down.</p> <p>(f) Where an employee is required to stay beyond their rostered hours because a parent fails to arrive on time to collect a child, this will not be regarded as an emergency. In this circumstance, the employer must pay the employee at overtime rates for the additional time the employee remains at the workplace.</p> <p>(g) An employee may be transferred from one location to another within their rostered hours at the direction of the employer. An employee transferring from one location to another during a shift will be paid for the time taken to travel from one location to the other.</p> <p>(h) Where an employee is required to permanently transfer to another location (other than by mutual agreement) they must be given seven days' notice of the change or paid overtime until seven days have passed from the date notice was given.</p>
<p>21.8 Make-up time</p> <p>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.</p>	<p>13.8 Make-up time</p> <p>An employee may elect, with the consent of their employer, to work make-up time under which the employee takes time off during ordinary hours and works those hours at a later time during the ordinary spread of hours provided for in clause 13.4 at the ordinary rate of pay.</p>

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.
- (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.
- (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

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

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

<p>this award coming into operation.</p> <p>(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.</p>	<p>coming into operation.</p> <p>(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.</p>
<p>22. Breaks</p> <p>22.1 Meal breaks</p> <p>(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.</p> <p>(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.</p> <p>(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.</p>	<p>15. Breaks</p> <p>15.1 Unpaid meal breaks</p> <p>(a) An employee will not be required to work more than five hours without an unpaid meal break of between 30 and 60 minutes. Employees who are engaged for more than six continuous hours per shift may choose to go without a meal break.</p> <p>(b) The meal break must be uninterrupted. Where there is an interruption to the meal break and this is occasioned by the employer, overtime rates must be paid until an uninterrupted break is taken. The minimum overtime payment will be as for 15 minutes with any time in excess of 15 minutes being paid in minimum blocks of 15 minutes.</p> <p>15.2 Paid meal breaks</p> <p>(a) Where an employee is required to remain on the employer's premises, the employee is entitled to a paid meal break of between 20 and 30 minutes. This paid meal break is to be counted as time worked.</p> <p>(b) By agreement with the employer an employee may leave the premises during the meal break, however, such time away from the premises will not be counted as time worked and nor will any payment be made for such time.</p>
<p>22.2 Rest pauses</p> <p>(a) An employee working four hours or more on any engagement will be entitled to a paid rest period of 10 minutes.</p> <p>(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</p>	<p>15.3 Paid rest breaks</p> <p>(a) An employee working four hours or more on any engagement is entitled to a paid rest break of 10 minutes.</p> <p>(b) An employee working for seven hours or more is entitled to two paid rest breaks of 10 minutes each unless the employee agrees to go</p>

<p>employee agrees to forego one of these rest periods.</p> <p>(c) All rest periods must be uninterrupted.</p> <p>22.3 Breaks between work periods</p> <p>(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.</p> <p>(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.</p> <p>(c) By agreement between an employer and an employee the period of 10 hours may be reduced to not less than eight hours.</p>	<p>without one of these rest periods.</p> <p>(c) All rest breaks must be uninterrupted.</p> <p>15.4 Breaks between work periods</p> <p>(a) An employee is entitled to a 10 hour rest period between the completion of work on one day and the commencement of work on the next. Work includes any reasonable additional hours or overtime.</p> <p>(b) Where an employee recommences work without having had 10 hours off work the employee will be paid at overtime rates until such time as they are released from duty for a period of 10 consecutive hours without loss of pay for ordinary time hours occurring during the period of absence.</p>
<p>23. Overtime and penalty rates</p> <p>23.1 Entitlement to overtime rates</p> <p>(a) A full-time employee is paid at overtime rates for any work performed outside of their ordinary hours of work.</p> <p>(b) A part-time employee is paid at overtime rates in the circumstances specified in clause 10.4(f).</p> <p>(c) A casual employee is paid at overtime rates in the circumstances specified in clause 10.5(e).</p> <p>23.2 Overtime rates</p> <p>(a) Overtime will be paid at the rate of time and a half for the first two hours and double time thereafter. In calculating overtime, each day's work will stand alone.</p> <p>(b) 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</p>	<p>Part 5—Overtime and Penalty Rates</p> <p>19. Overtime and penalty rates</p> <p>19.1 Entitlement to overtime rates</p> <p>(a) A full-time employee is paid at overtime rates for any work performed outside of their ordinary hours of work.</p> <p>(b) A part-time employee is paid at overtime rates in the circumstances specified in clause 10.6.</p> <p>(c) A casual employee is paid at overtime rates in the circumstances specified in clause 11.3.</p> <p>19.2 Overtime rates</p> <p>(a) Overtime will be paid at the rate of 150% of the ordinary hourly rate for the first two hours and 200% of the ordinary hourly rate thereafter. In calculating overtime, each day's work will stand alone.</p> <p>(b) If, due to a genuine and pressing emergency situation, an employee is required to remain at work after their normal finishing time such time will be paid at the ordinary rate for the employee's</p>

<p>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.</p> <p>(c) Time off instead of payment for overtime An employee and an employer may agree that an employee will be provided with time off instead of being paid an overtime payment for all authorised work performed outside of or in excess of the ordinary or rostered hours subject to the following:</p> <p>(i) any periods of time off in ordinary hours will equate to the relevant period of overtime worked;</p> <p>(ii) an employee must not accumulate more than 20 hours of time off which must be taken within four weeks of its accrual. Where time off is not taken the overtime will be paid for in the next pay period at the appropriate rate of overtime applicable; and</p> <p>(iii) notwithstanding clause 23.2(c)(ii), by agreement between the employee and the employer, time off instead of payment for overtime may be accrued and taken as part of annual leave.</p>	<p>classification, provided the emergency overtime does not exceed one hour per week.</p> <p>(c) For the purposes of clause 19.2(b) an emergency situation may include a natural disaster affecting a parent, another employee or the centre/service, the death of a child or parent, or a child requiring urgent hospitalisation or medical attention.</p> <p>(d) Time off instead of payment for overtime An employee and an employer may agree that an employee will be provided with time off instead of being paid an overtime payment for all authorised work performed outside of or in excess of the ordinary or rostered hours subject to the following:</p> <p>(i) any periods of time off in ordinary hours will equate to the relevant period of overtime worked;</p> <p>(ii) an employee must not accumulate more than 20 hours of time off which must be taken within four weeks of its accrual. Where time off is not taken the overtime will be paid for in the next pay period at the appropriate rate of overtime applicable; and</p> <p>(iii) notwithstanding clause 19.2(d)(ii), by agreement between the employee and the employer, time off instead of payment for overtime may be accrued and taken as part of annual leave.</p>																				
<p>23.3 Shiftwork</p> <p>(a) Despite the provisions of clauses 21.1, 21.2 and 21.3, employees may be employed as shiftworkers.</p> <p>(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.</p> <p>(c) The following allowances will be paid for shiftwork:</p> <table border="1" data-bbox="268 1197 1008 1452"> <thead> <tr> <th>Shift</th> <th>% loading</th> </tr> </thead> <tbody> <tr> <td>Early morning</td> <td>10</td> </tr> <tr> <td>Afternoon</td> <td>15</td> </tr> <tr> <td>Night shift, rotating with day or afternoon</td> <td>17.5</td> </tr> <tr> <td>Night shift, non-rotating</td> <td>30</td> </tr> </tbody> </table>	Shift	% loading	Early morning	10	Afternoon	15	Night shift, rotating with day or afternoon	17.5	Night shift, non-rotating	30	<p>19.3 Shiftwork</p> <p>(a) Despite the provisions of clauses 13.1, 13.2 and 13.4, employees may be employed as shiftworkers.</p> <p>(b) Ordinary hours for shiftworkers, inclusive of meal breaks, will not, without payment of overtime, exceed an average of 38 hours per week to be worked over a one, two or four week cycle.</p> <p>(c) The following rates will be paid for shiftwork:</p> <table border="1" data-bbox="1276 1197 2105 1484"> <thead> <tr> <th>Shift</th> <th>% ordinary hourly rate</th> </tr> </thead> <tbody> <tr> <td>Early morning</td> <td>110</td> </tr> <tr> <td>Afternoon</td> <td>115</td> </tr> <tr> <td>Night shift, rotating with day or afternoon</td> <td>117.5</td> </tr> <tr> <td>Night shift, non-rotating</td> <td>130</td> </tr> </tbody> </table>	Shift	% ordinary hourly rate	Early morning	110	Afternoon	115	Night shift, rotating with day or afternoon	117.5	Night shift, non-rotating	130
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<p>(d) Definitions</p> <p>(i) Early morning shift means any shift commencing at or after 5.00 am and before 6.00 am.</p> <p>(ii) Afternoon shift means any shift finishing after 6.30 pm and at or before midnight.</p> <p>(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.</p> <p>(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.</p>	<p>(d) Definitions</p> <p>(i) Early morning shift means any shift commencing at or after 5.00 am and before 6.00 am.</p> <p>(ii) Afternoon shift means any shift finishing after 6.30 pm and at or before midnight.</p> <p>(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.</p> <p>(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.</p>												
<p>23.4 Weekend and public holiday work</p> <p>(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.</p> <p>(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.</p> <p>(c) All time worked on a Sunday will be paid at the rate of double time.</p> <p>(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.</p> <p>(e) Employees working on a Saturday, Sunday or public holiday will receive a minimum payment of four hours pay.</p>	<p>19.4 Weekend and public holiday work</p> <p>(a) Employees working on a Saturday, Sunday or public holiday will receive a minimum payment of four hours pay at the rates provided in clause 19.4(b).</p> <p>(b) Rates for weekend work and public holidays</p> <table border="1" data-bbox="1294 863 2107 1246"> <thead> <tr> <th>Description</th> <th>% of ordinary hourly rate</th> </tr> </thead> <tbody> <tr> <td>Overtime worked on a Saturday—all employees—first two hours</td> <td>150</td> </tr> <tr> <td>Overtime worked on a Saturday—all employees—after two hours</td> <td>200</td> </tr> <tr> <td>Ordinary hours worked on a Saturday—shiftworkers</td> <td>150</td> </tr> <tr> <td>Sunday work—all employees—all hours</td> <td>200</td> </tr> <tr> <td>Public holidays—all employees—all hours</td> <td>250</td> </tr> </tbody> </table> <p>(c) Working on a public holiday and substitute day</p> <p>Where both a public holiday and a substitute day are worked, public holiday penalties are payable for only one of those days. The employee can elect which day is paid at the public holiday rate.</p>	Description	% of ordinary hourly rate	Overtime worked on a Saturday—all employees—first two hours	150	Overtime worked on a Saturday—all employees—after two hours	200	Ordinary hours worked on a Saturday—shiftworkers	150	Sunday work—all employees—all hours	200	Public holidays—all employees—all hours	250
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Part 6—Leave and Public Holidays**24. Annual leave**

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.
- (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 in the following circumstances:
 - (i) as part of a close-down of its operations; or
 - (ii) where an employee has accrued more than eight weeks' leave.

Part 6—Leave and Public Holidays**20. Annual leave**

20.1 Annual leave is provided for in the NES.

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

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

20.3 Annual leave loading

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

20.4 Taking annual leave

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

<p>24.5 Paid leave in advance of accrued entitlement</p> <p>An employer may allow an employee to take annual leave either wholly or partly in advance before the leave has accrued. Where such leave is paid in advance and the employee leaves the employment before completing the service necessary to account for the leave provided, the employer may deduct the amount of leave paid in advance from any termination payments owing to the employee. No leave loading will be payable in respect of leave taken in advance of accrual.</p>	<p>20.5 Paid leave in advance of accrued entitlement</p> <p>An employer may allow an employee to take annual leave either wholly or partly in advance before the leave has accrued. Where such leave is paid in advance and the employee leaves the employment before completing the service necessary to account for the leave provided, the employer may deduct the amount of leave paid in advance from any termination payments owing to the employee. No leave loading will be payable in respect of leave taken in advance of accrual.</p>
<p>25. Personal/carer's leave and compassionate leave</p> <p>Personal/carer's leave and compassionate leave are provided for in the NES.</p>	<p>21. Personal/carer's leave and compassionate leave</p> <p>Personal/carer's leave and compassionate leave are provided for in the NES.</p>
<p><i>Clause inserted - proposed new provision</i></p>	<p>22. Parental leave and related entitlements</p> <p>Parental leave and related entitlements are provided for in the NES.</p>
<p>26. Community service leave</p> <p>Community service leave is provided for in the NES.</p>	<p>24. Community service leave</p> <p>Community service leave is provided for in the NES.</p>
<p>27. Public holidays</p> <p>27.1 Public holidays are provided for in the NES.</p> <p>27.2 By agreement between the employer and the majority of employees in the relevant workplace an alternative day may be taken as the public holiday instead of any of the days prescribed by the NES.</p> <p>27.3 Additional arrangements for full-time employees</p> <p>(a) A full-time employee whose rostered day off falls on a public holiday must, subject to clause 27.2, either:</p> <ul style="list-style-type: none"> (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. <p>(b) A full-time employee who works on a public holiday is entitled to a substitute day as provided for in the NES.</p>	<p>23. Public holidays</p> <p>23.1 Public holiday entitlements are provided for in the NES.</p> <p>23.2 By agreement between the employer and the majority of employees in the relevant workplace an alternative day may be taken as the public holiday instead of any of the days prescribed by the NES.</p> <p>23.3 Additional arrangements for full-time employees</p> <p>(a) A full-time employee whose rostered day off falls on a public holiday must, subject to clause 23.2, either:</p> <ul style="list-style-type: none"> (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. <p>(b) A full-time employee who works on a public holiday is entitled to a substitute day as provided for in the NES.</p>

<i>Current award</i>	<i>Children's Services Award 2016</i>
<i>Clause inserted – proposed new provision inserted</i>	23. Part-day public holidays For provisions relating to part-day public holidays see Schedule G—2015 Part-day Public Holidays.
Schedule A —Transitional Provisions <i>Transitional provision - clause removed - obsolete</i>	<i>Transitional provision - clause removed - obsolete</i>
Schedule B —Classification Structure <i>Provision not reproduced</i>	Schedule A —Classification Structure <i>Provision not reproduced</i>
Schedule C —Supported Wage System <i>Provision not reproduced</i>	Schedule E —Supported Wage System <i>Provision not reproduced</i>
Schedule D —National Training Wage Appendix D1: Allocation of Traineeships to Wage Levels <i>Provision not reproduced</i>	Schedule F —National Training Wage <i>Current clause D.3.3 has been amended to remove the reference to training programs from 25 June 1997.</i> Link to comparison document
Schedule E —2015 Part-day Public Holidays <i>Provision not reproduced</i>	Schedule G —2015 Part-day Public Holidays <i>Provision not reproduced</i>
Schedule F —School-based Apprentices <i>Provision not reproduced</i>	Schedule D —School-based Apprentices <i>Provision not reproduced</i>
<i>Clause inserted - proposed new provision</i>	Schedule B —Summary of Hourly Rates of Pay <i>Provision not reproduced</i>
<i>Clause inserted - proposed new provision</i>	Schedule C —Summary of Monetary Allowances <i>Provision not reproduced</i>