



# DECISION

*Fair Work Act 2009*  
s.185—Enterprise agreement

**Woden Community Services Incorporated**  
(AG2014/9272)

## **WODEN COMMUNITY SERVICE INC (EARLY CHILDHOOD EDUCATION & CARE AND SCHOOL AGE CARE) ENTERPRISE AGREEMENT 2014-2017**

Australian Capital Territory

DEPUTY PRESIDENT KOVACIC

MELBOURNE, 20 NOVEMBER 2014

*Application for approval of the Woden Community Service Inc (Early Childhood Education & Care and School Age Care) Enterprise Agreement 2014-2017.*

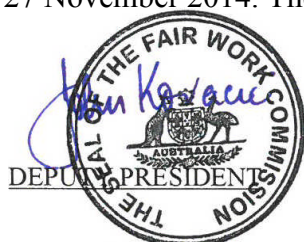
[1] An application has been made for approval of an enterprise agreement known as the *Woden Community Service Inc (Early Childhood Education & Care and School Age Care) Enterprise Agreement 2014-2017 (Agreement)*. The application was made pursuant to s.185 of the *Fair Work Act 2009 (Act)*. It has been made by Woden Community Services Incorporated. The Agreement is a single-enterprise agreement.

[2] Subject to concerns that have been addressed by way of undertakings, I am satisfied that each of the requirements of ss.186, 187 and 188 of the Act as are relevant to this application for approval have been met.

[3] As noted, pursuant to s.190(3), I have accepted undertakings from Woden Community Services Incorporated. In accordance with s.191(1) of the Act the undertakings are taken to be a term of the Agreement. A copy of the undertakings are attached to this decision.

[4] United Voice, being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) of the Act I note that the Agreement covers this organisation.

[5] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 27 November 2014. The nominal expiry date of the Agreement is 30 August 2017.



## ATTACHMENT A



can we HELP you? can you HELP us?



14 November 2014

John Kovacic PSM  
Deputy President  
Fair Work Commission  
GPO Box 1994,  
MELBOURNE VIC 3001

Dear Deputy President Kovacic,

**FW: AG2014/9272**

### **Undertaking by Woden Community Service Inc**

Woden Community Service Inc provides the following undertaking for inclusion into the Woden Community Service Inc (Early Childhood Education & Care and School Age Care) Enterprise Agreement 2014 – 2017 currently under review by the Commission.

Woden Community Service Inc provides an undertaking to the Commission that the minimum base wage rates relevant to the Agreement will be those identified in the Children's Services Award 2010 as at 1 July 2014, plus the additional 5% as identified in Chapter III, Clause 5 a) of the Agreement.

Woden Community Service Inc also provides an undertaking to the Commission that:

- the Excess fares allowance in Chapter II, Clause 15.3 will be paid at \$13.38 per day;
- the Meal allowance in Chapter II; Clause 15.5 will be paid at \$11.15;
- the Use of Vehicle Allowance in Chapter II, Clause 15.7 will be paid at \$0.78 per kilometre, in the case of a motor car or \$0.26 per kilometre in the case of a motorcycle.

Sincerely,

Chris Redmond  
Executive Director

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# **Woden Community Service Inc (Early Childhood Education & Care and School Age Care) Enterprise Agreement 2014-2017**

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Note - this agreement is to be read together with an undertaking given by the employer. The undertaking is taken to be a term of the agreement. A copy of it can be found at the end of this agreement.
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## CHAPTER I: Introduction and Explanatory Clauses

### **1. Title**

This Agreement shall be known as the *Woden Community Service Inc (Early Childhood Education & Care and School Age Care) Enterprise Agreement 2014-2017* and throughout is referred to as the Agreement.

### **2. Parties Bound**

The Agreement is binding according to its terms upon the following:

- (a) Woden Community Services (WCS)
- (b) United Voice
- (c) All persons employed by WCS in either centre based early childhood education and care or school age care.

### **3. Commencement**

The Agreement will commence 7 days after the date of approval by the Fair Work Commission.

### **4. Expiry**

The Agreement shall have a nominal expiry date of 30 August 2017.

### **5. Complete Agreement**

5.1 Other than individual flexibility agreements made in accordance with this Agreement, this Agreement is intended to cover all matters pertaining to the employment relationship. In this regard, it represents a complete statement of the mutual rights and obligations between the parties bound by this Agreement to the exclusion (to the extent permitted by law) of other laws, awards, agreements (whether registered or unregistered), custom and practice and like instruments or arrangements.

5.2 The NES will prevail over the content of this Agreement where:

- (i) an inconsistency or omission exists; and
- (ii) the inconsistency or omission in the Agreement provides for less entitlements and/or benefits for the employee when compared to the NES.

### **6. Entrenchment of Award Terms and Conditions**

6.1 The *Children's Services Award 2010* as at 1<sup>st</sup> July 2014 and not as varied from time to time is incorporated into this Agreement as Chapter II.

6.2 Where an inconsistency arises between a Chapter II clause and a clause contained elsewhere in the Agreement, the latter shall prevail.

### **7. Relationship to Policies and Procedures**

This Agreement requires the employees to perform their duties in accordance with the policies and procedures determined by WCS, in place and as varied from time to time. This Agreement does not incorporate or otherwise include as terms of this Agreement any such policy or procedure and does not affect WCS's ability to vary, revoke or establish any such policy or procedure from time to time in accordance with consultation requirements in this Agreement.

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## **Part 1—Application and Operation**

### **1. Title**

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

### **2. Commencement and transitional**

**2.1** This award commences on 1 January 2010.

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

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

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

**2.4** 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, Fair Work Australia may make any order it considers appropriate to remedy the situation.

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

**2.6** Fair Work Australia may review the transitional arrangements:

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

### 3. Definitions and interpretation

[Varied by [PR997773](#), [PR503637](#)]

#### 3.1 In this award, unless the contrary intention appears:

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

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

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

**AQF** means the Australian Qualifications Framework

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

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

**children's services and early childhood education industry** means the industry of long day care, occasional care (including those occasional care services not licensed), nurseries, childcare centres, day care facilities, family based childcare, out-of-school hours care, vacation care, adjunct care, in-home care, kindergartens and preschools, mobile centres and early childhood intervention programs

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

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

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

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

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

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

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

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

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

**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.
- (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

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

## 4. Coverage

- 4.1 This award covers employers throughout Australia in the children's services and early childhood education industry and their employees in the classifications listed in Schedule B—Classification Structure, to the exclusion of any other modern award. The award does not cover employers whose primary functions are covered by the following awards:

- (a) the *Educational Services (Schools) General Staff Award 2010*;
- (b) the *Higher Education Industry—General Staff—Award 2010*;
- (c) the *Local Government Industry Award 2010*; or
- (d) the *Social, Community, Home Care and Disability Services Industry Award 2010*.

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

- 4.3** The award does not cover employees who are covered by a modern enterprise award, or an enterprise instrument (within the meaning of the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)), or employers in relation to those employees.
- 4.4** The award does not cover employees who are covered by a State reference public sector modern award, or a State reference public sector transitional award (within the meaning of the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)), or employers in relation to those employees.
- 4.5** This award covers any employer which supplies labour on an on-hire basis in the industry set out in clause 4.1 in respect of on-hire employees in classifications covered by this award, and those on-hire employees, while engaged in the performance of work for a business in that industry. This subclause operates subject to the exclusions from coverage in this award.
- 4.6** This award covers employers which provide group training services for apprentices and trainees engaged in the industry and/or parts of industry set out at clause 4.1 and those apprentices and trainees engaged by a group training service hosted by a company to perform work at a location where the activities described herein are being performed. This subclause operates subject to the exclusions from coverage in this award.
- 4.7** Where an employer is covered by more than one award, an employee of that employer is covered by the award classification which is most appropriate to the work performed by the employee and to the environment in which the employee normally performs the work.

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

## **5. Access to the award and the National Employment Standards**

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

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

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

## **7. Award flexibility**

- 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:

- (a) arrangements for when work is performed;

- (b) overtime rates;
  - (c) penalty rates;
  - (d) allowances; and
  - (e) leave loading.
- 7.2** The employer and the individual employee must have genuinely made the agreement without coercion or duress.
- 7.3** The agreement between the employer and the individual employee must:
  - (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 than the employee would have been if no individual flexibility agreement had been agreed to.
- 7.4** The agreement between the employer and the individual employee must also:
  - (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 between the employer and the individual employee;
  - (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
  - (e) state the date the agreement commences to operate.
- 7.5** The employer must give the individual employee a copy of the agreement and keep the agreement as a time and wages record.
- 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.
- 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.
- 7.8** The agreement may be terminated:
  - (a) by the employer or the individual employee giving four weeks' notice of termination, in writing, to the other party and the agreement ceasing to operate at the end of the notice period; or
  - (b) at any time, by written agreement between the employer and the individual employee.

- 7.9 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.

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

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

#### **8.1 Employer to notify**

- (a) Where an employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer must notify the employees who may be affected by the proposed changes and their representatives, if any.
- (b) **Significant effects** include termination of employment; major changes in the composition, operation or size of the employer's workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations; and the restructuring of jobs. Provided that where this award makes provision for alteration of any of these matters an alteration is deemed not to have significant effect.

#### **8.2 Employer to discuss change**

- (a) The employer must discuss with the employees affected and their representatives, if any, the introduction of the changes referred to in clause 8.1, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees and must give prompt consideration to matters raised by the employees and/or their representatives in relation to the changes.
- (b) The discussions must commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in clause 8.1.
- (c) For the purposes of such discussion, the employer must provide in writing to the employees concerned and their representatives, if any, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees provided that no employer is required to disclose confidential information the disclosure of which would be contrary to the employer's interests.

### **9. Dispute resolution**

- 9.1 In the event of a dispute about a matter under this award, or a dispute in relation to the NES, in the first instance the parties must attempt to resolve the matter at the workplace by discussions between the employee or employees concerned and the relevant supervisor. If such discussions do not resolve the dispute, the parties will endeavour to resolve the dispute in a timely manner by discussions between the

employee or employees concerned and more senior levels of management as appropriate.

- 9.2** If a dispute about a matter arising under this award or a dispute in relation to the NES is unable to be resolved at the workplace, and all appropriate steps under clause 9.1 have been taken, a party to the dispute may refer the dispute to Fair Work Australia.
- 9.3** The parties may agree on the process to be utilised by Fair Work Australia including mediation, conciliation and consent arbitration.
- 9.4** Where the matter in dispute remains unresolved, Fair Work Australia may exercise any method of dispute resolution permitted by the Act that it considers appropriate to ensure the settlement of the dispute.
- 9.5** An employer or employee may appoint another person, organisation or association to accompany and/or represent them for the purposes of this clause.
- 9.6** While the dispute resolution procedure is being conducted, work must continue in accordance with this award and the Act. Subject to applicable occupational health and safety legislation, an employee must not unreasonably fail to comply with a direction by the employer to perform work, whether at the same or another workplace, that is safe and appropriate for the employee to perform.

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

### **10. Types of employment**

[Varied by [PR530861](#)]

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

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

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

#### **10.3 Full-time employment**

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

#### **10.4 Part-time employment**

- (a) An employer may employ a part-time employee in any classification in this award.
- (b) A part-time employee is an employee who:
  - (i) works less than full-time hours of 38 per week;

- (ii) has reasonably predictable hours of work; and
  - (iii) receives, on a pro rata basis, equivalent pay and conditions to those of full-time employees who do the same kind of work.
- (c) At the time of engagement the employer and the part-time employee will agree in writing on a regular pattern of work, specifying at least the hours worked each day, which days of the week the employee will work and the actual starting and finishing times each day.

[10.4(d) substituted by [PR530861](#) ppc 02Nov12]

- (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 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.
- (e) An employer is required to roster a part-time employee for a minimum of two consecutive hours on any shift.
- (f) A part-time employee who agrees to work in excess of their normal hours will be paid at ordinary time for up to eight hours provided that the additional time worked is during the ordinary hours of operation of the early childhood service. No part-time employee may work in excess of eight hours in any day without the payment of overtime paid for at the rates prescribed in clause 23—Overtime and penalty rates.
- (g) A part-time employee employed under the provisions of this clause must be paid for the ordinary hours worked at the rate of 1/38th of the weekly rate prescribed in clause 14—Minimum wages.

## **10.5 Casual employment**

- (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%.
- (b) A casual employee is one engaged for temporary and relief purposes.
- (c) A casual employee will be paid a minimum of two hours pay for each engagement.

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

## **11. Termination of employment**

**11.1** Notice of termination is provided for in the NES.

### **11.2 Notice of termination by an employee**

The notice of termination required to be given by an employee is the same as that required of an employer except that there is no requirement on the employee to give additional notice based on the age of the employee concerned. If an employee fails to give the required notice the employer may withhold from any monies due to the employee on termination under this award or the NES, an amount not exceeding the amount the employee would have been paid under this award in respect of the period of notice required by this clause less any period of notice actually given by the employee.

### **11.3 Job search entitlement**

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

## **12. Redundancy**

[Varied by [PR503637](#)]

**12.1** Redundancy pay is provided for in the NES.

### **12.2 Transfer to lower paid duties**

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

### **12.3 Employee leaving during notice period**

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

#### **12.4 Job search entitlement**

- (a) An employee given notice of termination in circumstances of redundancy must be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- (b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee must, at the request of the employer, produce proof of attendance at an interview or they will not be entitled to payment for the time absent. For this purpose a statutory declaration is sufficient.
- (c) This entitlement applies instead of clause 11.3.

#### **12.5 Transitional provisions – NAPSA employees**

[12.5 renamed by [PR503637](#) ppc 01Jan11]

- (a) Subject to clause 12.5(b), an employee whose employment is terminated by an employer is entitled to redundancy pay in accordance with the terms of a notional agreement preserving a State award:
  - (i) that would have applied to the employee immediately prior to 1 January 2010, if the employee had at that time been in their current circumstances of employment and no agreement-based transitional instrument or enterprise agreement had applied to the employee; and
  - (ii) that would have entitled the employee to redundancy pay in excess of the employee's entitlement to redundancy pay, if any, under the NES.
- (b) The employee's entitlement to redundancy pay under the notional agreement preserving a State award is limited to the amount of redundancy pay which exceeds the employee's entitlement to redundancy pay, if any, under the NES.
- (c) This clause does not operate to diminish an employee's entitlement to redundancy pay under any other instrument.
- (d) Clause 12.5 ceases to operate on 31 December 2014.

#### **12.6 Transitional provisions – Division 2B State employees**

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

- (a) Subject to clause 12.6(b), an employee whose employment is terminated by an employer is entitled to redundancy pay in accordance with the terms of a Division 2B State award:
  - (i) that would have applied to the employee immediately prior to 1 January 2011, if the employee had at that time been in their current circumstances of employment and no Division 2B State employment agreement or enterprise agreement had applied to the employee; and
  - (ii) that would have entitled the employee to redundancy pay in excess of the employee's entitlement to redundancy pay, if any, under the NES.



- (b) The employee's entitlement to redundancy pay under the Division 2B State award is limited to the amount of redundancy pay which exceeds the employee's entitlement to redundancy pay, if any, under the NES.
- (c) This clause does not operate to diminish an employee's entitlement to redundancy pay under any other instrument.
- (d) Clause 12.6 ceases to operate on 31 December 2014.

## Part 4—Minimum Wages and Related Matters

### 13. Classifications

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

### 14. Minimum wages

[Varied by [PR998020](#), [PR503637](#), [PR509151](#), [PR522982](#)]

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

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

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

[14.1 varied by [PR998020](#), [PR509151](#), [PR522982](#) ppc 01Jul12]

Classification		Minimum weekly rate \$	Minimum hourly rate \$
<b>Support Worker</b>			
Level 1.1	On commencement	620.30	16.32
Level 2.1	On commencement	644.10	16.95
Level 2.2	After 1 year*	666.30	17.53
Level 3.1	On commencement	706.10	18.58
<b>Children's Services Employee</b>			
Level 1.1	On commencement	620.30	16.32
Level 2.1	On commencement	644.10	16.95
Level 2.2	After 1 year*	666.30	17.53
Level 3A.1**	On commencement	695.20	18.29
Level 3A.2**	After 1 year	706.10	18.58

Classification		Minimum weekly rate \$	Minimum hourly rate \$
Level 3.1	On commencement	706.10	18.58
Level 3.2	After 1 year*	730.40	19.22
Level 3.3	After 2 years*	753.40	19.83
Level 3.4 (Diploma)		795.00	20.92
Level 4A.1	On commencement	753.40	19.83
Level 4A.2	After 1 year*	763.90	20.10
Level 4A.3	After 2 years*	774.40	20.38
Level 4A.4	After 3 years*	785.30	20.67
Level 4A.5	After 4 years*	795.80	20.94
Level 4.1	On commencement	831.80	21.89
Level 4.2	After 1 year*	844.40	22.22
Level 4.3	After 2 years*	857.00	22.55
Level 5A.1	On commencement	869.80	22.89
Level 5A.2	After 1 year*	882.40	23.22
Level 5A.3	After 2 years*	894.90	23.55
Level 5.1	On commencement	869.80	22.89
Level 5.2	After 1 year*	882.40	23.22
Level 5.3	After 2 years*	894.90	23.55
Level 5.4***		898.10	23.63
Level 6A.1	On commencement	1002.90	26.39
Level 6A.2	After 1 year*	1015.40	26.72
Level 6A.3	After 2 years*	1028.00	27.05
<b>Children's Services Employee— Director</b>			
Level 6.1	On commencement	1002.90	26.39
Level 6.2	After 1 year*	1015.40	26.72
Level 6.3	After 2 years*	1028.00	27.05
Level 6.4	On commencement	1066.40	28.06
Level 6.5	After 1 year*	1076.00	28.32
Level 6.6	After 2 years*	1089.00	28.66
Level 6.7	On commencement	1102.00	29.00
Level 6.8	After 1 year *	1114.50	29.33
Level 6.9	After 2 years*	1127.00	29.66

\*Reference to a year or years of service is to service in the industry

\*\*Former Western Australian 'E' worker classification

\*\*\*An Assistant Director who holds an Advanced Diploma (AQF 6/3 year qualified) must be paid no less than Level 5.4

#### **14.2 Progression for children's services employees**

- (a) Progression from one level to the next within a classification is subject to an employee meeting the following criteria:
  - (i) competency at the existing level;
  - (ii) 12 months experience at that level (or in the case of employees employed for 19 hours or less per week, 24 months) and in-service training as required; and
  - (iii) demonstrated ability to acquire the skills necessary for advancement to the next pay point.
- (b) Where an employee is deemed not to have met the requisite competency at their existing level at the time of the appraisal, progression may be deferred for a period of three months provided that:
  - (i) the employee is notified in writing of the reasons for the deferral;
  - (ii) the employee has, in the previous 12 months, been provided with the in-service training required to attain a higher pay point; and
  - (iii) following any deferral, the employee is provided with the training necessary to advance to the next level.
- (c) Where an appraisal has been deferred for operational reasons beyond the control of either party and the appraisal subsequently deems the employee to have met the requirements of clause 14.2(a), any increase in wages will be back paid to the 12 (or 24) month anniversary date of the previous progression.
- (d) An employee whose progression has been refused or deferred may invoke the provisions of clause 9—Dispute resolution. If the resolution results in the advancement being granted, any increase in wages will be backdated to the relevant anniversary date.
- (e) An employee employed as a Children's Services Employee Level 2 on completion of an accredited introductory childcare course will immediately progress by one additional level beyond that determined in accordance with clause 14.2(a). Any additional steps will be subject to meeting the requirements of clause 14.2(a).

#### **14.3 Junior employees**

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

<b>Age</b>	<b>% of adult rate</b>
Under 17 years	70
Under 18 years	80
Under 19 years	90
Under 20 years	100

#### **14.4 Apprentices**

Apprentices will be engaged in accordance with the relevant apprenticeship legislation and paid no less than an unapprenticed junior of the same age.

#### **14.5 Supported wage system**

See Schedule C

#### **14.6 National training wage**

See Schedule D

### **15. Allowances**

[Varied by [PR996603](#), [PR998159](#), [PR509272](#), [PR523102](#)]

#### **15.1 Broken shift allowance**

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

#### **15.2 Clothing and equipment allowance**

- (a) Where the employer requires an employee to wear any special clothing or articles of clothing the employer must reimburse the employee for the cost of purchasing such clothing. The provisions of this clause do not apply where the employer pays for the clothing required to be worn by the employee.
- (b) Where an employee is required to launder any clothing referred to in clause 15.2(a) the employee will be paid an allowance of \$9.49 per week or \$1.90 per day, or where the uniform does not require ironing, \$5.98 per week or \$1.20 per day.
- (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.

#### **15.3 Excess fares allowance**

[15.3 varied by [PR523102](#) ppc 01Jul12]

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 \$12.88 per day to compensate for excess fares. This provision does not apply if the employer provides or offers to provide suitable transport free of charge to the employee.

## **15.4 First aid allowance**

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

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

## **15.5 Meal allowance**

[15.5 varied by [PR998159](#), [PR509272](#), [PR523102](#) ppc 01Jul12]

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 \$10.60. No meal allowance is payable where an employee could reasonably return home for a meal within the period allowed.

## **15.6 Qualifications allowance**

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

## **15.7 Use of vehicle allowance**

[15.7 varied by [PR523102](#) ppc 01Jul12]

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 \$0.75 per kilometre in the case of a motor car or \$0.25 per kilometre in the case of a motorcycle.

## **15.8 Adjustment of expense related allowances**

- (a) At the time of any adjustment to the [standard rate](#), each expense related allowance will be increased by the relevant adjustment factor. The relevant adjustment factor for this purpose is the percentage movement in the applicable index figure most recently published by the Australian Bureau of Statistics since the allowance was last adjusted.

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

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

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

## **16. District allowances**

### **16.1 Northern Territory**

An employee in the Northern Territory is entitled to payment of a district allowance in accordance with the terms of an award made under the *Workplace Relations Act 1996* (Cth):

- (a) that would have applied to the employee immediately prior to 1 January 2010, if the employee had at that time been in their current circumstances of employment and no agreement-based transitional instrument or enterprise agreement had applied to the employee; and
- (b) that would have entitled the employee to payment of a district allowance.

### **16.2 Western Australia**

An employee in Western Australia is entitled to payment of a district allowance in accordance with the terms of a notional agreement preserving a State award or an award made under the *Workplace Relations Act 1996* (Cth):

- (a) that would have applied to the employee immediately prior to 1 January 2010, if the employee had at that time been in their current circumstances of employment and no agreement-based transitional instrument or enterprise agreement had applied to the employee; and
- (b) that would have entitled the employee to payment of a district allowance.

**16.3** This clause ceases to operate on 31 December 2014.

## **17. Accident pay**

[Varied by [PR503637](#)]

[17.1 substituted by [PR503637](#) ppc 01Jan11]

**17.1** Subject to clause 17.2, an employee is entitled to accident pay in accordance with the terms of an award made under the *Workplace Relations Act 1996* (Cth) that would have applied to the employee immediately prior to 27 March 2006, a notional agreement preserving a State award that would have applied to the employee immediately prior to 1 January 2010 or a Division 2B State award that would have applied to the employee immediately prior to 1 January 2011:

- (a) if the employee had at that time been in their current circumstances of employment and no agreement-based transitional instrument, enterprise agreement or Division 2B State employment agreement had applied to the employee; and
- (b) that would have entitled the employee to accident pay in excess of the employee's entitlement to accident pay, if any, under any other instrument.

[17.2 substituted by [PR503637](#) ppc 01Jan11]

- 17.2** The employee's entitlement to accident pay under the award, the notional agreement preserving a State award or the Division 2B State award is limited to the amount of accident pay which exceeds the employee's entitlement to accident pay, if any, under any other instrument.
- 17.3** This clause does not operate to diminish an employee's entitlement to accident pay under any other instrument.
- 17.4** This clause ceases to operate on 31 December 2014.

## **18. Higher duties**

[Varied by [PR530861](#)]

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

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

## **19. Payment of wages**

[Varied by [PR530861](#)]

- 19.1** Except on termination of employment all wages including overtime will be paid on any day of the week other than Saturday or Sunday.
- 19.2** Wages may be paid weekly, fortnightly or monthly by agreement between the employer and employee, by one of the following means:
- (a) cash;
  - (b) cheque; or
  - (c) payment into employee's bank or nominated financial institution account by electronic funds transfer, without cost to the employee.

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

- 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.

## **20. Superannuation**

[Varied by [PR530219](#)]

### **20.1 Superannuation legislation**

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

### **20.2 Employer contributions**

An employer must make such superannuation contributions to a superannuation fund for the benefit of an employee as will avoid the employer being required to pay the superannuation guarantee charge under superannuation legislation with respect to that employee.

### **20.3 Voluntary employee contributions**

- (a) Subject to the governing rules of the relevant superannuation fund, an employee may, in writing, authorise their employer to pay on behalf of the employee a specified amount from the post-taxation wages of the employee into the same superannuation fund as the employer makes the superannuation contributions provided for in clause 20.2.



- (b) An employee may adjust the amount the employee has authorised their employer to pay from the wages of the employee from the first of the month following the giving of three months' written notice to their employer.
- (c) The employer must pay the amount authorised under clauses 20.3(a) or (b) no later than 28 days after the end of the month in which the deduction authorised under clauses 20.3(a) or (b) was made.

#### 20.4 Superannuation fund

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

- (a) HESTA Super Fund;

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

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

#### 20.5 Absence from work

Subject to the governing rules of the relevant superannuation fund, the employer must also make the superannuation contributions provided for in clause 20.2 and pay the amount authorised under clauses 20.3(a) or (b):

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

- (ii) the employee remains employed by the employer.

## **Part 5—Hours of Work and Related Matters**

### **21. Ordinary hours of work and rostering**

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

- 21.1** The ordinary hours of work of full-time employees will be an average of 38 hours per week over a one, two or four week cycle.
- 21.2** Ordinary hours will be worked in periods not exceeding eight hours, in unbroken periods save for meal breaks, between Monday and Friday. Subject to the provisions of clause 7—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.
- 21.3** Ordinary hours may be worked between 6.00 am and 6.30 pm. Where broken shifts are worked the spread of hours can be no greater than 12 hours per day.

#### **21.4 Rostered time off for full-time employees**

- (a) The method of rostering the 38 hour week may be by any of the following:
  - (i) by employees working less than eight ordinary hours per day;
  - (ii) by employees working less than eight ordinary hours on one or more days each week;
  - (iii) by rostering employees off on various days of the week during the work cycle; or
  - (iv) by accumulating rostered days off with a maximum of five such days being taken consecutively at times mutually convenient to the employer and the employee.
- (b) In the absence of agreement at a workplace in respect to rostering of the 38 hour week the provisions of clause 9—Dispute resolution will apply.

#### **21.5 Non-contact time**

- (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.

#### **21.6 Attendance at court**

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

## **21.7 Rostering**

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

[21.7(b) substituted by [PR530861](#) ppc 02Nov12]

- (b)
  - (i) An employer may change an employee's rostered hours, but only by giving the employee seven days' notice. In the absence of such notice overtime will be paid until seven days have elapsed from the date the notice was given. However, an employee and employer may agree to waive or shorten this notice period in a particular case. Such agreement must be recorded in writing and form part of the time and wages records.
  - (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.
  - (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.
- (c) An employee may be transferred from one location to another within their rostered hours at the direction of the employer. An employee transferring from one location to another during a shift will be paid for the time taken to travel from one location to the other.
- (d) Where an employee is required to permanently transfer to another location (other than by mutual agreement) they must be given seven days notice of the change or paid overtime until seven days have transpired from the date notice was given.

## **21.8 Make-up time**

An employee may elect, with the consent of their employer, to work make-up time under which the employee takes time off during ordinary hours and works those hours at a later time during the ordinary spread of hours provided for in clause 21.3 at the ordinary rate of pay.

## **21.9 Hours of work—out-of-school hours care, preschools and kindergartens**

- (a) An employee in an out-of-school hours care service, preschool or kindergarten may be employed as a term-time employee to work:
  - (i) only the school education weeks of the year as defined;
  - (ii) an average of 38 ordinary hours per week of the school education year; or
  - (iii) less than an average of 38 hours per week of the school education year.

- (b) All entitlements for term-time employees are no less than those for non term-time employees, except that no ordinary wages are payable for the weeks the employee is not engaged to work.
- (c) Notwithstanding clause 21.9(b) non-engaged periods count as service for the purposes of accrual of paid annual and personal/carer's leave and wage increments.
- (d) Where a public holiday falls on a day on which a term-time employee is normally employed to work, the employee will be paid at the ordinary hourly rate of pay for the number of hours they would ordinarily have worked on that day.
- (e) Annual leave is exclusive of any public holiday which may occur during the period of leave provided the employee would have ordinarily been required to work on the day on which the public holiday falls.
- (f) Nothing in this clause prevents an employee in a preschool or kindergarten from being employed other than as a term-time only employee.

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

- (g) Where a person employed as at the date of making this award is employed on a contract which provides for payment of salary during non-term times or is employed under an award-based transitional instrument or Division 2B State award which provides for such payments the provisions of this clause will not have the effect that their contract of employment is changed as a result of this award coming into operation.
- (h) The making of this award is not intended to prevent other arrangements for staff, who are not required to work during non-term weeks, to be agreed between the employer and majority of employees in a preschool, kindergarten or out-of-school hours care service.

## **22. Breaks**

[Varied by [PR530861](#)]

### **22.1 Meal breaks**

- (a) An employee will not be required to work in excess of five hours without an unpaid meal break of not less than 30 minutes and not more than one hour. Provided that employees who are engaged for not more than six hours continuously per shift may elect to forego a meal break.
- (b) A meal break must be uninterrupted. Where there is an interruption to the meal break and this is occasioned by the employer, overtime will be paid until an uninterrupted break is taken. The minimum overtime payment will be as for 15 minutes with any time in excess of 15 minutes being paid in minimum blocks of 15 minutes.

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

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

counted as time worked. By agreement with the employer an employee may leave the premises during the meal break, however, such time away from the premises will not be counted as time worked and nor will any payment be made for such time.

## **22.2 Rest pauses**

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

## **22.3 Breaks between work periods**

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

## **23. Overtime and penalty rates**

### **23.1 Entitlement to overtime rates**

- (a) A full-time employee is paid at overtime rates for any work performed outside of their ordinary hours of work.
- (b) A part-time employee is paid at overtime rates in the circumstances specified in clause 10.4(f).
- (c) A casual employee is paid at overtime rates in the circumstances specified in clause 10.5(e).

### **23.2 Overtime rates**

- (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.
- (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 **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.

(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:

- (i) any periods of time off in ordinary hours will equate to the relevant period of overtime worked;
- (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
- (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.

**23.3 Shiftwork**

- (a) Despite the provisions of clauses 21.1, 21.2 and 21.3, employees may be employed as shiftworkers.
- (b) The ordinary hours inclusive of meal breaks for shiftworkers will not, without payment of overtime, exceed an average of 38 hours per week to be worked over a one, two or four week cycle.
- (c) The following allowances will be paid for shiftwork:

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

(d) **Definitions**

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

#### **23.4 Weekend and public holiday work**

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

### **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.

#### **24.5 Paid leave in advance of accrued entitlement**

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.

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

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

#### **26. Community service leave**

Community service leave is provided for in the NES.

#### **27. Public holidays**

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

**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.

#### **27.3 Additional arrangements for full-time employees**

- (a)** A full-time employee whose rostered day off falls on a public holiday must, subject to clause 27.2, either:
  - (i)** be paid an extra day's pay;
  - (ii)** be provided with an alternative day off within 28 days; or
  - (iii)** receive an additional day's annual leave.
- (b)** A full-time employee who works on a public holiday is entitled to a substitute day as provided for in the NES.



## **Schedule A—Transitional Provisions**

[Sched A varied by [PR991783](#), [PR503637](#)]

### **A.1 General**

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

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

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

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

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

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

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

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

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

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

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

- A.2.3** Prior to the first full pay period on or after 1 July 2010 the employer must pay no less than the minimum wage in the relevant transitional minimum wage instrument and/or award-based transitional instrument for the classification concerned.
- A.2.4** The difference between the minimum wage for the classification in this award and the minimum wage in clause A.2.3 is referred to as the transitional amount.
- A.2.5** From the following dates the employer must pay no less than the minimum wage for the classification in this award minus the specified proportion of the transitional amount:

**First full pay period on or after**

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

- A.2.6** The employer must apply any increase in minimum wages in this award resulting from an annual wage review.
- A.2.7** These provisions cease to operate from the beginning of the first full pay period on or after 1 July 2014.

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

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

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

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

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

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

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

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

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

**First full pay period on or after**

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

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

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

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

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

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

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

The employer must:

- (i) continue to pay no less than the minimum wage in the transitional minimum wage instrument and/or award-based transitional instrument; and
- (ii) apply any increase in minimum wages in this award resulting from an annual wage review.

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

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

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

- (a) was obliged,

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

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

The employer must:

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

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

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

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

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

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

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

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

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

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

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

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

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

**First full pay period on or after**

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

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

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

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

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

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

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

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

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

**First full pay period on or after**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**A.8.4** Despite clause A.8.3, where a minimum wage, loading or penalty rate in a Division 2B State award immediately prior to 1 February 2011 was lower than the corresponding minimum wage, loading or penalty rate in this award, nothing in this Schedule requires a Division 2B employer to pay more than the minimum wage, loading or penalty rate in this award.

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

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

## **A.9 Allowances**

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

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

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

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

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

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

## **Schedule B—Classification Structure**

[Varied by [PR530861](#)]

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

Progression within a level is subject to the provisions of clause 14.2.

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

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

#### **B.1.1 Level 1**

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

##### **(a) Indicative duties**

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

##### **(b) Progression**

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

#### **B.1.2 Level 2**

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

##### **Indicative duties**

- Assist in the implementation of the children's program under supervision.
- Assist in the implementation of daily care routines.



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

#### **B.1.3 Level 3A**

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

#### **B.1.4 Level 3**

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

##### **(a) Indicative duties**

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

##### **(b) Progression**

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

Any dispute concerning an employee's entitlement to be paid at Level 3.4 may be dealt with in accordance with clause 9—Dispute resolution, which may require the employee to demonstrate that they utilise skills and knowledge above those prescribed for Level 3 but below those prescribed for Level 4.

#### **B.1.5 Level 4A**

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

#### **B.1.6 Level 4**

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

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

##### **Indicative duties**

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

#### **B.1.7 Level 5A**

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

#### **B.1.8 Level 5**

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

- an Assistant Director of a service;
- a Children's Services Co-ordinator;
- a Family Day Care Co-ordinator;
- a Family Day Care Trainee Supervisor; or
- a School Age Care Co-ordinator.

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

### **Indicative duties**

- Co-ordinate and direct the activities of employees engaged in the implementation and evaluation of developmentally appropriate programs.
  - Contribute, through the Director, to the development of the centre or service's policies.
  - Co-ordinate centre or service operations including Occupational Health and Safety, program planning, staff training.
  - Responsible for the day-to-day management of the centre or service in the temporary absence of the Director and for management and compliance with licensing and all statutory and quality assurance issues.
  - Generally supervise all employees within the service.
- (a) A **Children's Service Co-ordinator** undertakes additional responsibilities including:
- co-ordinating the activities of more than one group;
  - supervising staff, trainees and students on placement; and
  - assisting in administrative functions.

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

- (b) A **Family Day Care Co-ordinator** undertakes the following indicative duties:
- arranges, administers and monitors a number of Family Day Care placements;
  - responsible for the direction, supervision and training of a number of family based childcare workers;
  - implements licensing regulations and accreditation requirements for family day care;
  - assists in recruiting and approving the registration of family based childcare workers in accordance with the scheme's policies and licensing regulations;
  - documents, interprets and uses information about children;
  - assists family based childcare workers to develop care routines for children;
  - communicates effectively with family based childcare workers, children, parents and families;
  - applies well-developed theoretical knowledge to the care situations with respect to cultural diversity, gender issues and scheme philosophy;
  - responsible for the quality of their own work and the work of others; and
  - ensures that records are maintained and up to date.

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

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

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

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

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

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

### **B.1.9 Level 6A**

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

### **B.1.10 Level 6—Director**

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

(a) **Indicative duties**

- Responsible for the overall management and administration of the service.
- Supervise the implementation of developmentally appropriate programs for children.

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

**(b) Director Level 1**

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

**(c) Director Level 2**

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

**(d) Director Level 3**

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

**(e) Qualified Co-ordinator**

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

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

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

## **B.2 Support Worker**

### **B.2.1 Level 1**

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

#### **(a) Indicative duties**

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

#### **(b) Progression**

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

### **B.2.2 Level 2**

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

#### **Indicative duties**

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

### **B.2.3 Level 3**

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

## Schedule C—Supported Wage System

[Varied by [PR998748](#), [PR510670](#), [PR525068](#)]

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

**C.2** In this schedule:

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

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

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

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

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

**SWS wage assessment agreement** means the document in the form required by the Department of Education, Employment and Workplace Relations that records the employee's productive capacity and agreed wage rate

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

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

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

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

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

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

[C.4.2 varied by [PR998748](#), [PR510670](#), [PR525068](#) ppc 01Jul12]

**C.4.2** Provided that the minimum amount payable must be not less than \$76 per week.

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

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

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

**C.5.2** All assessments made under this schedule must be documented in an SWS wage assessment agreement, and retained by the employer as a time and wages record in accordance with the Act.

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

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

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



## **C.7 Review of assessment**

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

## **C.8 Other terms and conditions of employment**

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

## **C.9 Workplace adjustment**

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

## **C.10 Trial period**

**C.10.1** In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of this schedule for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.

**C.10.2** During that trial period the assessment of capacity will be undertaken and the percentage of the relevant minimum wage for a continuing employment relationship will be determined.

[C.10.3 varied by [PR998748](#), [PR510670](#), [PR525068](#) ppc 01Jul12]

**C.10.3** The minimum amount payable to the employee during the trial period must be no less than \$76 per week.

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

**C.10.5** Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment will be entered into based on the outcome of assessment under clause C.5.

## Schedule D—National Training Wage

[Varied by [PR998020](#), [PR509151](#), [PR509151](#), [PR522982](#)]

### D.1 Title

This is the *National Training Wage Schedule*.

### D.2 Definitions

In this schedule:

**adult trainee** is a trainee who would qualify for the highest minimum wage in Wage Level A, B or C if covered by that wage level

**approved training** means the training specified in the training contract

**Australian Qualifications Framework (AQF)** is a national framework for qualifications in post-compulsory education and training

**out of school** refers only to periods out of school beyond Year 10 as at the first of January in each year and is deemed to:

- (c) include any period of schooling beyond Year 10 which was not part of or did not contribute to a completed year of schooling;
- (d) include any period during which a trainee repeats in whole or part a year of schooling beyond Year 10; and
- (e) not include any period during a calendar year in which a year of schooling is completed

**relevant State or Territory training authority** means the bodies in the relevant State or Territory which exercise approval powers in relation to traineeships and register training contracts under the relevant State or Territory vocational education and training legislation

**relevant State or Territory vocational education and training legislation** means the following or any successor legislation:

Australian Capital Territory: *Training and Tertiary Education Act 2003*;

New South Wales: *Apprenticeship and Traineeship Act 2001*;

Northern Territory: *Northern Territory Employment and Training Act 1991*;

Queensland: *Vocational Education, Training and Employment Act 2000*;

South Australia: *Training and Skills Development Act 2008*;

Tasmania: *Vocational Education and Training Act 1994*;

Victoria: *Education and Training Reform Act 2006*; or

Western Australia: *Vocational Education and Training Act 1996*

**trainee** is an employee undertaking a traineeship under a training contract

**traineeship** means a system of training which has been approved by the relevant State or Territory training authority, which meets the requirements of a training package developed by the relevant Industry Skills Council and endorsed by the National Quality Council, and which leads to an AQF certificate level qualification

**training contract** means an agreement for a traineeship made between an employer and an employee which is registered with the relevant State or Territory training authority

**training package** means the competency standards and associated assessment guidelines for an AQF certificate level qualification which have been endorsed for an industry or enterprise by the National Quality Council and placed on the National Training Information Service with the approval of the Commonwealth, State and Territory Ministers responsible for vocational education and training, and includes any relevant replacement training package

**year 10** includes any year before Year 10

### **D.3 Coverage**

- D.3.1** Subject to clauses D.3.2 to D.3.6 of this schedule, this schedule applies in respect of an employee covered by this award who is undertaking a traineeship whose training package and AQF certificate level is allocated to a wage level by Appendix D1 to this schedule or by clause D.5.4 of this schedule.
- D.3.2** This schedule only applies to AQF Certificate Level IV traineeships for which a relevant AQF Certificate Level III traineeship is listed in Appendix D1 to this schedule.
- D.3.3** This schedule does not apply to the apprenticeship system or to any training program which applies to the same occupation and achieves essentially the same training outcome as an existing apprenticeship in an award as at 25 June 1997.
- D.3.4** This schedule does not apply to qualifications not identified in training packages or to qualifications in training packages which are not identified as appropriate for a traineeship.
- D.3.5** Where the terms and conditions of this schedule conflict with other terms and conditions of this award dealing with traineeships, the other terms and conditions of this award prevail.
- D.3.6** At the conclusion of the traineeship, this schedule ceases to apply to the employee.

### **D.4 Types of Traineeship**

The following types of traineeship are available under this schedule:

- D.4.1** a full-time traineeship based on 38 ordinary hours per week, with 20% of ordinary hours being approved training; and
- D.4.2** a part-time traineeship based on less than 38 ordinary hours per week, with 20% of ordinary hours being approved training solely on-the-job or partly on-the-job and partly off-the-job, or where training is fully off-the-job.

## D.5 Minimum Wages

[D.5 substituted by [PR998020](#), [PR509151](#), [PR522982](#) ppc 01Jul12]

### D.5.1 Minimum wages for full-time traineeships

#### (a) Wage Level A

Subject to clause D.5.3 of this schedule, the minimum wages for a trainee undertaking a full-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level A by Appendix D1 are:

	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per week	per week	per week
	\$	\$	\$
School leaver	272.40	300.10	357.50
Plus 1 year out of school	300.10	357.50	416.00
Plus 2 years out of school	357.50	416.00	484.10
Plus 3 years out of school	416.00	484.10	554.30
Plus 4 years out of school	484.10	554.30	
Plus 5 or more years out of school	554.30		

#### (b) Wage Level B

Subject to clause D.5.3 of this schedule, the minimum wages for a trainee undertaking a full-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level B by Appendix D1 are:

	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per week	Per week	per week
	\$	\$	\$
School leaver	272.40	300.10	347.90
Plus 1 year out of school	300.10	347.90	400.10
Plus 2 years out of school	347.90	400.10	469.20
Plus 3 years out of school	400.10	469.20	535.20
Plus 4 years out of school	469.20	535.20	
Plus 5 or more years out of school	535.20		

#### (c) Wage Level C

Subject to clause D.5.3 of this schedule, the minimum wages for a trainee undertaking a full-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level C by Appendix D1 are:

	<b>Highest year of schooling completed</b>		
	<b>Year 10</b>	<b>Year 11</b>	<b>Year 12</b>
	<b>per week</b>	<b>per week</b>	<b>per week</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>
School leaver	272.40	300.10	347.90
Plus 1 year out of school	300.10	347.90	391.50
Plus 2 years out of school	347.90	391.50	437.30
Plus 3 years out of school	391.50	437.30	487.30
Plus 4 years out of school	437.30	487.30	
Plus 5 or more years out of school	487.30		

**(d) AQF Certificate Level IV traineeships**

- (i) Subject to clause D.5.3 of this schedule, the minimum wages for a trainee undertaking a full-time AQF Certificate Level IV traineeship are the minimum wages for the relevant full-time AQF Certificate Level III traineeship with the addition of 3.8% to those minimum wages.
- (ii) Subject to clause D.5.3 of this schedule, the minimum wages for an adult trainee undertaking a full-time AQF Certificate Level IV traineeship are as follows, provided that the relevant wage level is that for the relevant AQF Certificate Level III traineeship:

<b>Wage level</b>	<b>First year of traineeship</b>	<b>Second and subsequent years of traineeship</b>
	<b>per week</b>	<b>per week</b>
	<b>\$</b>	<b>\$</b>
Wage Level A	575.60	598.00
Wage Level B	555.40	576.70
Wage Level C	505.40	524.60

**D.5.2 Minimum wages for part-time traineeships**

**(a) Wage Level A**

Subject to clauses D.5.2(f) and D.5.3 of this schedule, the minimum wages for a trainee undertaking a part-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level A by Appendix D1 are:

	<b>Highest year of schooling completed</b>		
	<b>Year 10</b>	<b>Year 11</b>	<b>Year 12</b>
	<b>per hour</b>	<b>per hour</b>	<b>per hour</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>
School leaver	8.96	9.88	11.76
Plus 1 year out of school	9.88	11.76	13.69
Plus 2 years out of school	11.76	13.69	15.93
Plus 3 years out of school	13.69	15.93	18.23
Plus 4 years out of school	15.93	18.23	
Plus 5 or more years out of school	18.23		

**(b) Wage Level B**

Subject to clauses D.5.2(f) and D.5.3 of this schedule, the minimum wages for a trainee undertaking a part-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level B by Appendix D1 are:

	<b>Highest year of schooling completed</b>		
	<b>Year 10</b>	<b>Year 11</b>	<b>Year 12</b>
	<b>per hour</b>	<b>per hour</b>	<b>per hour</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>
School leaver	8.96	9.88	11.45
Plus 1 year out of school	9.88	11.45	13.16
Plus 2 years out of school	11.45	13.16	15.44
Plus 3 years out of school	13.16	15.44	17.61
Plus 4 years out of school	15.44	17.61	
Plus 5 or more years out of school	17.61		

**(c) Wage Level C**

Subject to clauses D.5.2(f) and D.5.3 of this schedule, the minimum wages for a trainee undertaking a part-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level C by Appendix D1 are:

	<b>Highest year of schooling completed</b>		
	<b>Year 10</b>	<b>Year 11</b>	<b>Year 12</b>
	<b>per hour</b>	<b>per hour</b>	<b>per hour</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>
School leaver	8.96	9.88	11.45
Plus 1 year out of school	9.88	11.45	12.88
Plus 2 years out of school	11.45	12.88	14.39
Plus 3 years out of school	12.88	14.39	16.03

	<b>Highest year of schooling completed</b>		
	<b>Year 10</b>	<b>Year 11</b>	<b>Year 12</b>
	<b>per hour</b>	<b>per hour</b>	<b>per hour</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>
Plus 4 years out of school	14.39	16.03	
Plus 5 or more years out of school	16.03		

**(d) School-based traineeships**

Subject to clauses D.5.2(f) and D.5.3 of this schedule, the minimum wages for a trainee undertaking a school-based AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Levels A, B or C by Appendix D1 are as follows when the trainee works ordinary hours:

<b>Year of schooling</b>	
<b>Year 11 or lower</b>	<b>Year 12</b>
<b>per hour</b>	<b>per hour</b>
<b>\$</b>	<b>\$</b>
8.96	9.88

**(e) AQF Certificate Level IV traineeships**

- (i) Subject to clauses D.5.2(f) and D.5.3 of this schedule, the minimum wages for a trainee undertaking a part-time AQF Certificate Level IV traineeship are the minimum wages for the relevant part-time AQF Certificate Level III traineeship with the addition of 3.8% to those minimum wages.
- (ii) Subject to clauses D.5.2(f) and D.5.3 of this schedule, the minimum wages for an adult trainee undertaking a part-time AQF Certificate Level IV traineeship are as follows, provided that the relevant wage level is that for the relevant AQF Certificate Level III traineeship:

<b>Wage level</b>	<b>First year of traineeship</b>	<b>Second and subsequent years of traineeship</b>
	<b>per hour</b>	<b>per hour</b>
	<b>\$</b>	<b>\$</b>
Wage Level A	18.94	19.67
Wage Level B	18.26	18.97
Wage Level C	16.63	17.26

**(f) Calculating the actual minimum wage**

- (i) Where the full-time ordinary hours of work are not 38 or an average of 38 per week, the appropriate hourly minimum wage is obtained by multiplying the relevant minimum wage in clauses D.5.2(a)–(e) of this schedule by 38 and then dividing the figure obtained by the full-time ordinary hours of work per week.

- (ii) Where the approved training for a part-time traineeship is provided fully off-the-job by a registered training organisation, for example at school or at TAFE, the relevant minimum wage in clauses D.5.2(a)–(e) of this schedule applies to each ordinary hour worked by the trainee.
- (iii) Where the approved training for a part-time traineeship is undertaken solely on-the-job or partly on-the-job and partly off-the-job, the relevant minimum wage in clauses D.5.2(a)–(e) of this schedule minus 20% applies to each ordinary hour worked by the trainee.

### **D.5.3 Other minimum wage provisions**

- (a) An employee who was employed by an employer immediately prior to becoming a trainee with that employer must not suffer a reduction in their minimum wage per week or per hour by virtue of becoming a trainee. Casual loadings will be disregarded when determining whether the employee has suffered a reduction in their minimum wage.
- (b) If a qualification is converted from an AQF Certificate Level II to an AQF Certificate Level III traineeship, or from an AQF Certificate Level III to an AQF Certificate Level IV traineeship, then the trainee must be paid the next highest minimum wage provided in this schedule, where a higher minimum wage is provided for the new AQF certificate level.

### **D.5.4 Default wage rate**

The minimum wage for a trainee undertaking an AQF Certificate Level I–III traineeship whose training package and AQF certificate level are not allocated to a wage level by Appendix D1 is the relevant minimum wage under this schedule for a trainee undertaking an AQF Certificate to Level I–III traineeship whose training package and AQF certificate level are allocated to Wage Level B.

## **D.6 Employment conditions**

- D.6.1** A trainee undertaking a school-based traineeship may, with the agreement of the trainee, be paid an additional loading of 25% on all ordinary hours worked instead of paid annual leave, paid personal/carer's leave and paid absence on public holidays, provided that where the trainee works on a public holiday then the public holiday provisions of this award apply.
- D.6.2** A trainee 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.
- D.6.3** Time spent by a trainee, other than a trainee undertaking a school-based traineeship, in attending any training and 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 trainee's wages and determining the trainee's employment conditions.
- D.6.4** Subject to clause D.3.5 of this schedule, all other terms and conditions of this award apply to a trainee unless specifically varied by this schedule.



## Chapter III: WCS Children's Services Specific Clauses

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## **1. Provisions**

The provisions in this Annexure will prevail to the extent that there is any inconsistency with the provisions contained elsewhere in the Agreement and the Award.

## **2. Definitions**

- a) *Agreement* means the *Woden Community Service Inc. (Early Childhood Education & Care and School Age Care) Enterprise Agreement 2014-2017*
- b) *Award* means the *Children's Services Industry Award 2010* or that Award's successor.
- c) *ECEC* means Early Childhood Education and Care
- d) *NES* means the National Employment Standards
- e) *SAC* means School Age Care
- f) *WCS* means Woden Community Service.

## **3. Types of Employment**

### **3.1 Full time**

The standard full-time hours of work in Children's Services is 37.5.

### **3.2 Part time**

A part-time employee is someone who:

- i. works less than standard full-time hours of 37.5 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 employed at the same classification.

### **3.3 SAC Minimum Engagement – Casuals**

The minimum hours for casual employment in SAC are 2.5 hours.

## **4. Probation**

Probation applies to all new employees with the exception of casual employees. Ongoing permanent employment is subject to a three month probationary period with the possibility of extension to six months if there is justification for doing so.

## **5. Wages**

- a) All new employees covered by the Agreement who are employed after the date of the Agreement coming into effect will receive the wage rates as set out in the Award, including any changes to wages in the Award, plus an additional 5%, for the life of the Agreement.
- b) All employees covered by the Agreement prior to the date of commencement of the Agreement, will retain their existing wage rate plus receive an adjustment to their wages consistent with increases arising from the Annual Wage Review conducted by the Fair Work Commission. This will be for the life of the Agreement.

- c) If during the life of the Agreement, the wage rate for a classification calculated in accordance with subclause (b) becomes less than a classification calculated in accordance with subclause (a), the wage rates for all employees covered by the Agreement shall be calculated in accordance with subclause (a).

## **6. *Salary Sacrifice***

**6.1** Voluntary access to flexible remuneration packaging may be made available to permanent employees on a salary sacrifice basis in accordance with organisational policies and guidelines.

**6.2** WCS will provide information on salary sacrificing and remuneration packaging, as well as how this corresponds to WCS policies and guidelines, upon an employee's request.

**6.3** All costs incurred as a result of remuneration packaging under these provisions will be met by the employee.

**6.4** WCS recommends employees seek external financial advice.

## **7. *Allowances***

### **7.1 Work place Health and Safety (WHS) Allowance**

WCS appoints a certain number of designated WHS officers within Children's Services. A designated and trained WHS officer will receive an allowance of \$3.23 per day.

## **8. *Non-Contact Time***

**8.1** Employees responsible for programming and planning for a group of children shall be allowed non-contact hours on a weekly basis in accordance with the following conditions:

- i. This time is to be spent on planning, preparing, researching and programming activities.
- ii. The time non-contact hours, for the purpose of this clause, are taken will be decided by the Manager/Coordinator following discussion with the employee concerned.
- iii. Wherever possible non-contact time should be rostered in advance so as to minimise the disruption to the service and the cost impact.

**8.2** In ECEC services, employees responsible for programming and planning for a group of children shall be allowed 4 hours per week, in accordance with the terms of this Clause.

**8.3** In SAC services, employees responsible for programming and planning for a group of children shall be allowed a minimum of 4 hours per week, in accordance with the terms of this Clause.

## ***9. Meal Breaks and Rest Pauses (Breaks)***

### **9.1 Rest Pauses**

An employee working four hours or more on any engagement will be entitled to a paid rest period of 15 minutes. An employee working 6.5 hours or more on any engagement will be entitled to two such paid rest periods of 15 minutes each.

## ***10. Annual Leave***

As per the National Employment Standards.

## ***11. Personal Leave entitlements***

**11.1** An employee covered by the Agreement is entitled to 15 days personal leave as accrued.

**11.2** The entitlement under subclause 11.1 is pro-rata according to an employee's standard hours.

**11.3** Personal leave for the purposes of this clause is to be taken in accordance with the NES.

## ***12. Christmas/New Year Period***

WCS is closed in the period between Christmas Day and New Year's Day. Stand down leave on full pay is granted to all employees for their standard working days in this period not deemed to be public holidays.

## ***13. Study Leave***

- i. Each ongoing permanent employee will be entitled to up to 10 days paid study leave per calendar year to engage in study directly related to their current position.
- ii. Study leave will be pro-rata, according to standard hours worked per week, and must be for study directly related to the employee's current position.
- iii. Study leave must be approved by the Service Manager in consultation with the Human Resources Manager.
- iv. Leave without Pay may also be granted, for study leave in accordance with organisational LWOP provisions.

## ***14. Paid Maternity Leave***

**14.1** In addition to the Government Paid Parental Leave Scheme (PPL), ongoing (permanent) employees with one year of continuous service with Woden Community Service shall be entitled to six weeks paid maternity leave.

**14.2** For medical purposes, the employee may access personal leave credits to supplement paid maternity leave upon providing a medical certificate.

## ***15. Paid Bonding Leave***

**15.1** Where an employee is adopting a child aged six or over, WCS provides the employee with five days paid bonding leave at the time of adoption of the child.

**15.2** Where the child is under the age of six years the employee will be entitled to paid leave as outlined for WCS paid maternity leave (six weeks as above). In these circumstances, the term maternity extends to parental leave in general so as to be inclusive of paternity leave in cases of adoption.

## ***16. Foster Care and Short Term Care Leave***

Foster and Short Term Care leave is available to employees to enable them to be absent from duty to:

- a) care for a child in an emergency or other short term out of home care placement, including kinship arrangements, that has not been determined to be permanent; and
- b) support the protection of the family and children under the *Human Rights Act 2004* and the *Children and Young People Act 2008*.

### **16.1 Eligibility**

Foster and Short Term Care leave is available to employees other than casual employees who are the primary care giver of a child in an emergency or other out of home care placement that has not been determined as permanent.

- a) An employee who has completed at least twelve months continuous service, including recognised prior service, is eligible for Foster and Short Term Care leave.

### **16.2 Entitlement**

An eligible employee will be entitled to a period of paid leave proportionate to the duration of the caring arrangement per application and up to a maximum of ten working days/shifts per calendar year.

- a. Example 1: An emergency care placement of 48 hours will entitle an employee to up to two days/shifts of leave.
- b. Example 2: A short term care placement of up to two years' duration will entitle an employee to up to ten working days/shifts of leave.
- b) Where the duration of the existing arrangement is subsequently altered, for example, a change from an emergency placement to a short term placement, the employee may, subject to further application and approval, have their leave extended up to a maximum period of ten working days/shifts.
- c) This entitlement does not increase when the short term caring arrangement involves more than one child at the time of application.
- d) Foster and Short Term Care leave is non-cumulative.
- e) Where an employee exhausts their paid leave entitlement under this clause the employee may seek approval for further unpaid leave.

## ***17. Blood Donation***

An employee may take leave up to four separate times in a calendar year to donate blood without deduction of pay. The absences should take place as close as possible to either the start or finishing times of an employee's working day.

## ***18. Other Leave***

### **18.1 Leave in Exceptional Circumstances**

Other paid leave may be granted by the WCS Executive Director, having regard to the operational needs of WCS. The intention of other leave is to provide flexibility for WCS and its employees, in exceptional circumstances where personal or annual leave is not available.

### **18.2 Community Service Leave (Paid)**

In addition to the provisions of the National Employment Standards (NES), WCS will provide up to 5 days paid Community Service Leave, for employees engaged in voluntary emergency management activity if they:

- a) engage in an activity that involves dealing with an emergency or natural disaster;
- b) engage in the activity on a voluntary basis; and
- c) are a member of, or has an association with a recognised emergency management body.

### **18.3 Infectious Diseases Leave**

In addition to permanent leave, a permanent employee covered by the Agreement who contracts an infectious disease, as specified in the following table, through a contact in the area of employment shall be entitled to paid leave in accordance with the following table, where a medical certificate is provided, confirming the nature of the illness and there has been the same illness in the Service.

Table 1: Infectious Diseases and Corresponding Leave with Pay

<b>Disease</b>	<b>Leave with Pay</b>
Chicken Pox (Varicella)	5 working days
German Measles (Rubella)	5 working days
Head Lice	1 working day
Hepatitis	as decided by medical practitioner
Impetago	2 working days
Measles (Morbelli)	10 working days
Mumps	10 working days
Rheumatic Fever	as decided by medical practitioner
Ringworm	2 working days
Scarlet Fever	10 working days
Conjunctivitis	2 working days
Whooping Cough	10 working days
Cold Sores	2 working days
Hepatitis A	5 working days
Scabies	1 working day
Streptococcal Infection	1 working day
Active Tuberculosis	20 working days or as decided by a medical practitioner

## **19 Employee Assistance Program**

WCS employs the services of an Employee Assistance Program provider. Employees are entitled to access free and confidential counselling sessions (up to four visits within a 12 month period) with the provider to discuss personal or work related matters.

## **20 Union Rights**

**20.1** WCS recognises the importance of Unions in the workplace and the entitlement of employees to appoint a Union representative at any stage of the dispute resolution process or for the single purpose of raising a delicate grievance.

**20.2** WCS will give a brief explanation of the benefits of union membership when hiring any new employee. WCS will also include union information in the employment commencement/orientation packs, and invite the Early Years Organiser from the Union to attend new employee orientation sessions to provide workplace rights training on the scope of this Agreement and industrial matters generally.

## **21 Dispute Resolution Procedure**

If a dispute arises in relation to the interpretation or application of the Agreement, the NES, or the Act the parties agree that the Fair Work Commission may conciliate and/or mediate with respect to this dispute.

Where conciliation and/or mediation fails to resolve a dispute the parties agree that the Fair Work Commission may arbitrate that dispute.

## **22 Signatories**

### **Representing**

### **Signature and Date**

a) Helen Scully President,  
Woden Community Service (WCS)  
Board of Governance  
26 Corinna Street, Woden ACT 2606

*Helen Scully*  
3/10/2014

b) Chris Redmond Executive Director  
Woden Community Service (WCS)  
26 Corinna Street, Woden ACT 2606

c) Lyndal Ryan ACT Branch Secretary  
United Voice  
40 Brisbane Ave, Barton, ACT, 2600

*Ch Redmond*

*Lyndal Ryan*

14 November 2014

John Kovacic PSM  
Deputy President  
Fair Work Commission  
GPO Box 1994,  
MELBOURNE VIC 3001

Dear Deputy President Kovacic,

**FW: AG2014/9272**

**Undertaking by Woden Community Service Inc**

Woden Community Service Inc provides the following undertaking for inclusion into the Woden Community Service Inc (Early Childhood Education & Care and School Age Care) Enterprise Agreement 2014 – 2017 currently under review by the Commission.

Woden Community Service Inc provides an undertaking to the Commission that the minimum base wage rates relevant to the Agreement will be those identified in the Children's Services Award 2010 as at 1 July 2014, plus the additional 5% as identified in Chapter III, Clause 5 a) of the Agreement.

Woden Community Service Inc also provides an undertaking to the Commission that:

- the Excess fares allowance in Chapter II, Clause 15.3 will be paid at \$13.38 per day;
- the Meal allowance in Chapter II; Clause 15.5 will be paid at \$11.15;
- the Use of Vehicle Allowance in Chapter II, Clause 15.7 will be paid at \$0.78 per kilometre, in the case of a motor car or \$0.26 per kilometre in the case of a motorcycle.

Sincerely,



Chris Redmond  
Executive Director

