

The Exposure Draft was first published on 17 May 2016. Subsequent amendments to the draft are as follows:

Publication date	Reason for amendments	Clauses affected
6 January 2017	Incorporate changes resulting from PR580863	Schedule G
	Incorporate changes resulting from [2016] FWCFB 3500 , PR579915 , PR579627 and PR581528	17, Schedule C, Schedule E
	Incorporate changes resulting from PR582984	20, Schedule H, Schedule I
	Incorporate changes resulting from PR584086	19.5, Schedule J
	Incorporates feedback from the parties at the hearing on 6 December 2016 (Transcript)	2, 11, 17.2(c), Schedule B
17 February 2017	Note added	Schedule B

Changes agreed to by parties appear in red text. Underlined text indicates new text that is to be included. Strikethrough text indicates existing text that is to be deleted.

EXPOSURE DRAFT

Children's Services Award 2016

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

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

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

No examples have been included in this exposure draft. Parties are asked to submit [examples](#) that clarify the operation of particular provisions.

Table of Contents

	Page
Part 1— Application and Operation of this Award	4
1. Title and commencement.....	4
2. Definitions	4
3. The National Employment Standards and this award.....	5
4. Coverage	6
5. Effect of variations made by the Fair Work Commission	7
6. Award flexibility and individual arrangements	7
7. Facilitative provisions for flexible working practices	9
Part 2— Types of Employment and Classifications	9
8. Types of employment	9
9. Full-time employment.....	9
10. Part-time employment.....	9
11. Casual employment.....	10
12. Classifications.....	11
Part 3— Hours of Work	11
13. Ordinary hours of work.....	11
14. Rostering arrangements—full time and part-time employees	13
15. Breaks	14
Part 4— Wages and Allowances	15
16. Minimum wages	15
17. Allowances.....	22
18. Superannuation	24
Part 5— Overtime and Penalty Rates	26
19. Overtime and penalty rates	26
Part 6— Leave and Public Holidays	29
20. Annual leave	29
21. Personal/carer’s leave and compassionate leave	33
22. Parental leave and related entitlements.....	33
23. Public holidays.....	33
24. Community service leave.....	34

Part 7— Consultation and Dispute Resolution	34
25. Consultation about major workplace change	34
26. Consultation about changes to rosters or hours of work	35
27. Dispute resolution.....	35
Part 8— Termination of Employment and Redundancy	36
28. Termination of employment.....	36
29. Redundancy.....	36
30. Transfer to lower paid job on redundancy.....	36
31. Employee leaving during redundancy notice period.....	36
32. Job search entitlement	37
Schedule A —Classification Structure	38
Schedule B —Summary of Hourly Rates of Pay	46
Schedule C —Summary of Monetary Allowances	63
Schedule D —School-based Apprentices	65
Schedule E —Supported Wage System	66
Schedule F —National Training Wage	69
Schedule G —2016 Part-day Public Holidays	80
Schedule H —Agreement to Take Annual Leave in Advance	82
Schedule I —Agreement to Cash Out Annual Leave	83
Schedule J —Agreement for Time Off Instead of Payment for Overtime	84

Part 1—Application and Operation of this Award

1. Title and commencement

- 1.1 This award is the *Children’s Services Award 2016*.
- 1.2 This modern award, as varied, commenced operation on 1 January 2010.
- 1.3 Clause 2—Definitions sets out definitions that apply in this award.
- 1.4 Neither the making of this award nor the operation of any transitional arrangements is intended to result in a reduction in the take-home pay of employees covered by the award. On application by or on behalf of an employee who suffers a reduction in take-home pay as a result of the making of this award or the operation of any transitional arrangements, the Fair Work Commission may make any order it considers appropriate to remedy the situation.

2. Definitions

In this award, unless the contrary intention appears:

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

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

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

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

AQF means the Australian Qualifications Framework

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

children’s services and early childhood education industry ~~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~~ is defined in clause 4.2

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

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

employer means national system employer within the meaning of the Act

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

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

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

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

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

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

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

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

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

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

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

3. The National Employment Standards and this award

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

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

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

4. Coverage

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

- (a) the *Educational Services (Schools) General Staff Award 2016*;
- (b) the *Higher Education Industry—General Staff—Award 2016*;
- (c) the *Local Government Industry Award 2016*; or
- (d) the *Social, Community, Home Care and Disability Services Industry Award 2016*.

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

4.3 This award covers any employer which supplies labour on an on-hire basis in the industry set out in clauses 4.1 and 4.2 in respect of on-hire employees in classifications covered by this award, and those on-hire employees, while engaged in the performance of work for a business in that industry. This subclause operates subject to the exclusions from coverage in this award.

4.4 This award covers employers which provide group training services for apprentices and trainees engaged in the industry and/or parts of industry set out at clauses 4.1 and 4.2 and those apprentices and trainees engaged by a group training service hosted by a company to perform work at a location where the activities described herein are being performed. This subclause operates subject to the exclusions from coverage in this award.

4.5 The award does not cover

- (a) an employee excluded from award coverage by the Act;
- (b) employees who are covered by a modern enterprise award, or an enterprise instrument (within the meaning of the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)), or employers in relation to those employees; or

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

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

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

5. Effect of variations made by the Fair Work Commission

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

6. Award flexibility and individual arrangements

6.1 Notwithstanding any other provision of this award, an employer and an individual employee may agree to vary the application of certain terms of this award to meet the genuine individual needs of the employer and the individual employee. The terms the employer and the individual employee may agree to vary the application of, are those concerning:

- (a) arrangements for when work is performed;
- (b) overtime rates;
- (c) penalty rates;
- (d) allowances; and
- (e) leave loading.

6.2 The employer and the individual employee must have genuinely made the agreement without coercion or duress. An agreement under this clause can only be entered into after the individual employee has commenced employment with the employer.

6.3 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 6.1; and
- (b) result in the employee being better off overall at the time the agreement is made than the employee would have been if no individual flexibility agreement had been agreed to.

- 6.4** 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.
- 6.5** The employer must give the individual employee a copy of the agreement and keep the agreement as a time and wages record.
- 6.6** Except as provided in clause 6.4(a) the agreement must not require the approval or consent of a person other than the employer and the individual employee.
- 6.7** An employer seeking to enter into an agreement must provide a written proposal to the employee. Where the employee’s understanding of written English is limited the employer must take measures, including translation into an appropriate language, to ensure the employee understands the proposal.
- 6.8** The agreement may be terminated:
- (a) by the employer or the individual employee giving 13 weeks’ notice of termination, in writing, to the other party and the agreement ceasing to operate at the end of the notice period; or
 - (b) at any time, by written agreement between the employer and the individual employee.
- NOTE: If any of the requirements of [s.144\(4\)](#), which are reflected in the requirements of this clause, are not met then the agreement may be terminated by either the employee or the employer, giving written notice of not more than 28 days (see [s.145](#) of the Act).
- 6.9** The notice provisions in clause 6.8(a) only apply to an agreement entered into from the first full pay period commencing on or after 4 December 2013. An agreement entered into before that date may be terminated in accordance with clause 6.8(a), subject to four weeks’ notice of termination.
- 6.10** The right to make an agreement pursuant to this clause is in addition to, and is not intended to otherwise affect, any provision for an agreement between an employer and an individual employee contained in any other term of this award.

7. Facilitative provisions for flexible working practices

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

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

Clause	Provision	Agreement between an employer and:
13.3	Maximum daily hours	An individual employee
15.3(b)	Paid rest periods	An individual employee
15.4(c)	Breaks between work periods	An individual employee
23.2	Substitution of public holidays	A majority of employees

Part 2—Types of Employment and Classifications

8. Types of employment

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

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

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

9. Full-time employment

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

10. Part-time employment

Part-time employment provisions may be affected by [AM2014/196](#)

10.1 A part-time employee:

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

- 10.2** An employer may employ a part-time employee in any classification in this award
- 10.3** At the time of engagement the employer and the part-time employee will agree in writing on a regular pattern of work, specifying at least:
- (a) the hours worked each day;
 - (b) which days of the week the employee will work; and
 - (c) the actual starting and finishing times each day.
- 10.4 Changes to agreed pattern of work**
- (a) Changes to the agreed regular pattern of work may only be made by agreement in writing between the employer and employee.
 - (b) Changes to the days to be worked or to starting and/or finishing times (whether on-going or ad hoc) may also be made by agreement in writing.
 - (c) If agreement cannot be reached, the employer may change the days the employee is to work by giving seven days’ notice in advance of the change in accordance with clause 13—Ordinary hours of work.
 - (d) The employer does not have to provide seven days’ notice of a change of the days an employee is to work where an emergency outside of the employer’s control causes the employer to make the change.
 - (e) In this clause, **emergency** means any situation or event that poses an imminent or severe risk to the persons at an education and care service premises, or a situation that requires the education and care service premises to be locked-down.
- 10.5** An employer must roster a part-time employee for a minimum of two consecutive hours on any shift.
- 10.6** A part-time employee who agrees to work in excess of their normal hours will be paid at ordinary time for up to eight hours provided that the additional time worked is during the ordinary hours of operation of the early childhood service.
- 10.7** No part-time employee may work more than eight hours on any day without the payment of overtime paid for at the rates prescribed in clause 19—Overtime and penalty rates.
- 10.8** A part-time employee employed under the provisions of this clause must be paid for the ordinary hours worked at the hourly rate prescribed in clause 16—Minimum wages.

11. Casual employment

Casual employment provisions may be affected by [AM2014/197](#)

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

12. Classifications

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

Part 3—Hours of Work

13. Ordinary hours of work

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

13.6 Non-contact time

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

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

13.7 Attendance at court

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

13.8 Make-up time

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

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

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

Parties are asked to advise whether the reference to award based transitional instruments and Division 2B State awards in clause 13.9(g) is still necessary.

- (g) Where a person employed as at the date of making this award is employed on a contract which provides for payment of salary during non-term times or is employed under an award-based transitional instrument or Division 2B State award which provides for such payments the provisions of this clause will not

have the effect that their contract of employment is changed as a result of this award coming into operation.

- (h) The making of this award is not intended to prevent other arrangements for staff, who are not required to work during non-term weeks, to be agreed between the employer and majority of employees in a preschool, kindergarten or out-of-school hours care service.

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

14.1 Method of rostering working hours

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

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

In the absence of agreement at a workplace in respect to rostering of the 38 hour week the provisions of clause 27—Dispute resolution will apply.

14.2 Rostering

- (a) An employer will post a legible roster at a place readily accessible to employees indicating the rostered hours of work.
- (b) Subject to clause 26, the employer must provide seven days’ notice of a change in an employee’s roster.
- (c) If seven days’ notice is not provided, the employee will be paid at overtime rates until seven days have passed since the notice was given.
- (d) The employer is not required to provide seven days’ notice if:
 - (i) the employer and employee agree to waive or shorten the notice period (in which case the agreement must be recorded in writing and form part of the time and wages records); or
 - (ii) an emergency outside the employer’s control causes the employer to make the change.
- (e) In this clause, **emergency** means any situation or event that poses an imminent or severe risk to the persons at an education and care service premises, or a situation that requires the education and care service premises to be locked-down.

- (f) Where an employee is required to stay beyond their rostered hours because a parent fails to arrive on time to collect a child, this will not be regarded as an emergency. In this circumstance, the employer must pay the employee at overtime rates for the additional time the employee remains at the workplace.
- (g) An employee may be transferred from one location to another within their rostered hours at the direction of the employer. An employee transferring from one location to another during a shift will be paid for the time taken to travel from one location to the other.
- (h) Where an employee is required to permanently transfer to another location (other than by mutual agreement) they must be given seven days’ notice of the change or paid overtime until seven days have passed from the date notice was given.

15. Breaks

15.1 Unpaid meal breaks

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

15.2 Paid meal breaks

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

15.3 Paid rest breaks

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

15.4 Breaks between work periods

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

Part 4—Wages and Allowances

16. Minimum wages

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

Rates updated as a result of AWR 2016

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

Classification		Minimum weekly rate \$	Minimum hourly rate \$
Support Worker			
Level 1.1	On commencement	688.00	18.11
Level 2.1	On commencement	714.30	18.80
Level 2.2	After 1 year*	739.00	19.45
Level 3.1	On commencement	783.30	20.61
Children’s Services Employee			
Level 1.1	On commencement	688.00	18.11
Level 2.1	On commencement	714.30	18.80
Level 2.2	After 1 year*	739.00	19.45
Level 3A.1**	On commencement	771.20	20.29
Level 3A.2**	After 1 year	783.30	20.61
Level 3.1	On commencement	783.30	20.61
Level 3.2	After 1 year*	810.20	21.32

Exposure draft – Children’s Services Award 2016

Classification		Minimum weekly rate \$	Minimum hourly rate \$
Level 3.3	After 2 years*	835.70	21.99
Level 3.4 (Diploma)		881.90	23.21
Level 4A.1	On commencement	835.70	21.99
Level 4A.2	After 1 year*	847.40	22.30
Level 4A.3	After 2 years*	858.90	22.60
Level 4A.4	After 3 years*	871.00	22.92
Level 4A.5	After 4 years*	882.70	23.23
Level 4.1	On commencement	922.60	24.28
Level 4.2	After 1 year*	936.70	24.65
Level 4.3	After 2 years*	950.60	25.02
Level 5A.1	On commencement	964.80	25.39
Level 5A.2	After 1 year*	978.70	25.76
Level 5A.3	After 2 years*	992.60	26.12
Level 5.1	On commencement	964.80	25.39
Level 5.2	After 1 year*	978.70	25.76
Level 5.3	After 2 years*	992.60	26.12
Level 5.4***		996.10	26.21
Level 6A.1	On commencement	1,112.50	29.28
Level 6A.2	After 1 year*	1,126.30	29.64
Level 6A.3	After 2 years*	1,140.20	30.01
Children’s Services Employee—Director			
Level 6.1	On commencement	1,112.50	29.28
Level 6.2	After 1 year*	1,126.30	29.64
Level 6.3	After 2 years*	1,140.20	30.01
Level 6.4	On commencement	1,182.80	31.13
Level 6.5	After 1 year*	1,193.50	31.41
Level 6.6	After 2 years*	1,207.90	31.79
Level 6.7	On commencement	1,222.30	32.17
Level 6.8	After 1 year*	1,236.20	32.53
Level 6.9	After 2 years*	1,250.10	32.90
*Reference to a year or years of service is to service in the industry			

Exposure draft – Children’s Services Award 2016

Classification		Minimum weekly rate \$	Minimum hourly rate \$
**Former Western Australian ‘E’ worker classification			
***An Assistant Director who holds an Advanced Diploma (AQF 6/3 year qualified) must be paid no less than Level 5.4			

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

16.2 Progression for Children’s Services Employees

- (a) Progression from one level to the next within a classification is subject to an employee meeting the following criteria:
 - (i) competency at the existing level;
 - (ii) 12 months experience at that level (or in the case of employees employed for 19 hours or less per week, 24 months) and in-service training as required; and
 - (iii) demonstrated ability to acquire the skills necessary for advancement to the next pay point.
- (b) Where an employee is deemed not to have met the requisite competency at their existing level at the time of the appraisal, progression may be deferred for a period of three months provided that:
 - (i) the employee is notified in writing of the reasons for the deferral;
 - (ii) the employee has, in the previous 12 months, been provided with the in-service training required to attain a higher pay point; and
 - (iii) following any deferral, the employee is provided with the training necessary to advance to the next level.
- (c) Where an appraisal has been deferred for operational reasons beyond the control of either party and the appraisal subsequently deems the employee to have met the requirements of clause 16.2(a), any increase in wages will be back paid to the 12 (or 24) month anniversary date of the previous progression.
- (d) An employee whose progression has been refused or deferred may invoke the provisions of clause 27—Dispute resolution. If the resolution results in the advancement being granted, any increase in wages will be backdated to the relevant anniversary date.
- (e) An employee employed as a Children’s Services Employee Level 2 on completion of an accredited introductory childcare course will immediately progress by one additional level beyond that determined in accordance with clause 16.2(a). Any additional steps will be subject to meeting the requirements of clause 16.2(a).

16.3 Junior employees

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

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

16.4 Apprentices

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

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

16.5 Adult apprentices

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

- (ii) the rate prescribed by clause 16.4 for the relevant year of the apprenticeship,

whichever is the greater.

- (c) A person employed by an employer under this award immediately prior to entering into a training agreement as an adult apprentice with that employer must not suffer a reduction in their minimum wage by virtue of entering into the training agreement, provided that the person has been an employee in that enterprise for at least:
 - (i) six months as a full-time employee; or
 - (ii) 12 months as a part-time or regular and systematic casual employee, immediately prior to commencing the apprenticeship.
- (d) For the purpose only of fixing a minimum wage, the adult apprentice must continue to receive the minimum wage that applies to the classification specified in clause 16.1 in which the adult apprentice was engaged immediately prior to entering into the training agreement.

16.6 Apprentice conditions of employment

- (a) Except as provided in this clause or where otherwise stated, all conditions of employment specified in this award apply to apprentices.
- (b) **Block release training—travel costs**
 - (i) Where an apprentice is required to attend block release training for training identified in or associated with their training contract, and such training requires an overnight stay, the employer must pay for the excess reasonable travel costs incurred by the apprentice in the course of travelling to and from such training.
 - (ii) Provided that clause 16.6(b)(i) will not apply where the apprentice could attend an alternative Registered Training Organisation (RTO) and the use of the more distant RTO is not agreed between the employer and the apprentice.
 - (iii) For the purposes of clause 16.6(b)(i), excess reasonable travel costs:
 - include the total costs of reasonable transportation (including transportation of tools where required), accommodation costs incurred while travelling (where necessary) and reasonable expenses incurred while travelling, including meals, which exceed those incurred in travelling to and from work; and
 - do not include payment for travelling time or expenses incurred while not travelling to and from block release training.

(iv) Reduction of payment

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

(c) Block release training—training fees

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

- within six months of the commencement of the apprenticeship or the relevant stage of the apprenticeship; or
- within three months of the commencement of the training provided by the RTO,

whichever is the later, unless there is unsatisfactory progress.

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

(d) Attending training

(i) An apprentice is entitled to be released from work without loss of continuity of employment and to payment of the appropriate wages to attend any training and assessment specified in, or associated with, the training contract.

(ii) Time spent by an apprentice in attending any training and/or assessment specified in, or associated with, the training contract is to be regarded as time worked for the employer for the purposes of calculating the apprentice’s wages and determining the apprentice’s employment conditions. Clause 16.6(d) operates subject to the provisions of Schedule D—School-based Apprentices.

(iii) No apprentice will, except in an emergency, work or be required to work overtime or shiftwork at times which would prevent their attendance at training consistent with their training contract.

16.7 Higher duties

The term ‘Supervising Officer’ (which appears in clause 16.7(d)) is not contained within Schedule A—Classification Structure. Parties are asked to comment on whether this should be amended to ‘Authorised Supervisor’ (which appears under Level 4 at A.1.6). Retain wording of current Award see [Transcript 7/02/17 \[PN165\]](#). Confirmed in [report](#).

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

16.8 Payment of wages

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

Payment of wages on termination is being considered in matter [AM2016/8](#), see [draft determination \(at attachment A of Statement\)](#)

- (c) Where an employee lawfully leaves their employment they will be paid all monies due at the time of leaving by cash, cheque or electronic funds transfer:
 - (i) at the time of leaving; or
 - (ii) where reasonable, on the next working day.

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

16.9 Supported wage system

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

16.10 National training wage

For employees undertaking a traineeship, see Schedule F—National Training Wage.

17. Allowances

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

17.2 Wage related allowances

Monetary amounts in this clause adjusted as a result of AWR 2016

(a) All purpose allowances

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

(b) Qualifications allowance

A Director or Assistant Director who holds a Graduate Certificate in Childcare Management or equivalent will be paid an all-purpose allowance of **\$48.64** per week.

(c) Broken shift allowance

An employee who works two separate shifts in a day will be paid an allowance of **\$14.96** per day for each day on which a broken shift is worked.

(d) First aid allowance

(i) The first aid allowance must be paid to an employee who is:

- classified below level 3;
- required by the employer to administer first aid to children within the employee’s care; and
- the holder of a current, recognised first aid qualification (such as a certificate from the St John Ambulance, Australian Red Cross or similar body).

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- (ii) An employee referred to in clause 17.2(d)(i) will be paid **\$8.85** per day or, in the case of an employee employed in out-of-school hours care, **\$1.17** per hour.
- (iii) A first aid officer need not be appointed where a qualified nurse is on the premises at all times.
- (iv) If an employee is required by an employer to act as a first aid officer and they do not have current qualifications, the employer must pay the costs of any required training.

17.3 Expense related allowances

Monetary amounts in this clause adjusted as a result of AWR 2016

(a) Clothing and equipment allowance

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

(b) Excess fares allowance

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

(c) Meal allowance

- (i) An employee required to work overtime for more than two hours without being notified on the previous day or earlier that they will be required to work will either be supplied with a meal by the employer or paid an allowance of **\$11.63**.
- (ii) No meal allowance is payable where an employee could reasonably return home for a meal within the period allowed.

(d) Use of vehicle allowance

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

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

See Schedule C for a summary of monetary allowances.

18. Superannuation

18.1 Superannuation legislation

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

18.2 Employer contributions

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

18.3 Voluntary employee contributions

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

18.4 Superannuation fund

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

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

18.5 Absence from work

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

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

Part 5—Overtime and Penalty Rates

19. Overtime and penalty rates

19 amended in accordance with [PR584086](#) (19.2(d) renumbered and substituted as 19.5)

19.1 Entitlement to overtime rates

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

19.2 Overtime rates

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

19.3 Shiftwork

- (a) Despite the provisions of clauses 13.1, 13.2 and 13.4, employees may be employed as shiftworkers.
- (b) Ordinary hours for shiftworkers, inclusive of meal breaks, will not, without payment of overtime, exceed an average of 38 hours per week to be worked over a one, two or four week cycle.
- (c) The following rates will be paid for shiftwork:

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

(d) Definitions

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

19.4 Weekend and public holiday work

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

(b) Rates for weekend work and public holidays

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

(c) Working on a public holiday and substitute day

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

19.5 Time off instead of payment for overtime

- (a)** An employee and employer may agree in writing to the employee taking time off instead of being paid for a particular amount of overtime that has been worked by the employee.
- (b)** Any amount of overtime that has been worked by an employee in a particular pay period and that is to be taken as time off instead of the employee being paid for it must be the subject of a separate agreement under clause 19.5.

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

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

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

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

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

including the requirement for separate written agreements under paragraph (b) for overtime that has been worked.

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

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

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

Part 6—Leave and Public Holidays

20. Annual leave

20 amended in accordance with [PR582984](#). (20.4(c) substituted; old 20.5 renumbered as 20.8; New 20.5 inserted; 20.6-20.7 inserted; 20.8 substituted; 20.9 inserted).

- 20.1 Annual leave is provided for in the NES.

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

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

20.3 Annual leave loading

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

20.4 Taking annual leave

- (a) Where a workplace is closed during a vacation period, other than Christmas vacation, and no work is available, an employee will be paid the ordinary rate of pay during such a period.
- (b) During the Christmas vacation only, an employee may be directed to take annual leave. An employee without sufficient accrued leave to maintain their ordinary rate of pay during the vacation period may be required to take leave without pay for a maximum of four weeks.

- (c) Notwithstanding clause 20.4(a) in establishments which operate for more than 48 weeks per year, an employer may require an employee to take annual leave by giving at least four weeks’ notice as part of a close-down of its operations.

20.5 Excessive leave accruals: general provision

Note: Clauses 20.5 to 20.7 contain provisions, additional to the National Employment Standards, about the taking of paid annual leave as a way of dealing with the accrual of excessive paid annual leave. See Part 2.2, Division 6 of the Fair Work Act.

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

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

- (a) If an employer has genuinely tried to reach agreement with an employee under clause 20.5(b) but agreement is not reached (including because the employee refuses to confer), the employer may direct the employee in writing to take one or more periods of paid annual leave.
- (b) However, a direction by the employer under paragraph (a):
 - (i) is of no effect if it would result at any time in the employee’s remaining accrued entitlement to paid annual leave being less than 6 weeks when any other paid annual leave arrangements (whether made under clause 20.5, 20.6 or 20.7 or otherwise agreed by the employer and employee) are taken into account; and
 - (ii) must not require the employee to take any period of paid annual leave of less than one week; and
 - (iii) must not require the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the direction is given; and
 - (iv) must not be inconsistent with any leave arrangement agreed by the employer and employee.
- (c) The employee must take paid annual leave in accordance with a direction under paragraph (a) that is in effect.

- (d) An employee to whom a direction has been given under paragraph (a) may request to take a period of paid annual leave as if the direction had not been given.

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

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

20.7 Excessive leave accruals: request by employee for leave

- (a) Clause 20.7 comes into operation from 29 July 2017.
- (b) If an employee has genuinely tried to reach agreement with an employer under clause 20.5(b) but agreement is not reached (including because the employer refuses to confer), the employee may give a written notice to the employer requesting to take one or more periods of paid annual leave.
- (c) However, an employee may only give a notice to the employer under paragraph (b) if:
 - (i) the employee has had an excessive leave accrual for more than 6 months at the time of giving the notice; and
 - (ii) the employee has not been given a direction under clause 20.6(a) that, when any other paid annual leave arrangements (whether made under clause 20.5, 20.6 or 20.7 or otherwise agreed by the employer and employee) are taken into account, would eliminate the employee’s excessive leave accrual.
- (d) A notice given by an employee under paragraph (b) must not:
 - (i) if granted, result in the employee’s remaining accrued entitlement to paid annual leave being at any time less than 6 weeks when any other paid annual leave arrangements (whether made under clause 20.5, 20.6 or 20.7 or otherwise agreed by the employer and employee) are taken into account; or
 - (ii) provide for the employee to take any period of paid annual leave of less than one week; or
 - (iii) provide for the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the notice is given; or
 - (iv) be inconsistent with any leave arrangement agreed by the employer and employee.
- (e) An employee is not entitled to request by a notice under paragraph (b) more than 4 weeks’ paid annual leave (or 5 weeks’ paid annual leave for a shiftworker, as defined by clause 20.2) in any period of 12 months.
- (f) The employer must grant paid annual leave requested by a notice under paragraph (b).

20.8 Annual leave in advance

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

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

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

20.9 Cashing out of annual leave

- (a) Paid annual leave must not be cashed out except in accordance with an agreement under clause 20.9.
- (b) Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement under clause 20.9.
- (c) An employer and an employee may agree in writing to the cashing out of a particular amount of accrued paid annual leave by the employee.
- (d) An agreement under clause 20.9 must state:
 - (i) the amount of leave to be cashed out and the payment to be made to the employee for it; and
 - (ii) the date on which the payment is to be made.
- (e) An agreement under clause 20.9 must be signed by the employer and employee and, if the employee is under 18 years of age, by the employee’s parent or guardian.
- (f) The payment must not be less than the amount that would have been payable had the employee taken the leave at the time the payment is made.

- (g) An agreement must not result in the employee’s remaining accrued entitlement to paid annual leave being less than 4 weeks.
- (h) The maximum amount of accrued paid annual leave that may be cashed out in any period of 12 months is 2 weeks.
- (i) The employer must keep a copy of any agreement under clause 20.9 as an employee record.

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

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

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

21. Personal/carer’s leave and compassionate leave

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

22. Parental leave and related entitlements

Parental leave and related entitlements are provided for in the NES.

23. Public holidays

23.1 Public holiday entitlements are provided for in the NES.

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

23.3 Additional arrangements for full-time employees

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

23.4 Part-day public holidays

For provisions relating to part-day public holidays see Schedule G—2016 Part-day Public Holidays.

24. Community service leave

Community service leave is provided for in the NES.

Part 7—Consultation and Dispute Resolution

25. Consultation about major workplace change

25.1 Employers 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.

25.2 Employers 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 25.1, 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 25.1.
- (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.

26. Consultation about changes to rosters or hours of work

26.1 Where an employer proposes to change an employee’s regular roster or ordinary hours of work, the employer must consult with the employee or employees affected and their representatives, if any, about the proposed change.

26.2 The employer must:

- (a)** provide to the employee or employees affected and their representatives, if any, information about the proposed change (for example, information about the nature of the change to the employee’s regular roster or ordinary hours of work and when that change is proposed to commence);
- (b)** invite the employee or employees affected and their representatives, if any, to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities); and
- (c)** give consideration to any views about the impact of the proposed change that are given by the employee or employees concerned and/or their representatives.

26.3 The requirement to consult under this clause does not apply where an employee has irregular, sporadic or unpredictable working hours.

26.4 These provisions are to be read in conjunction with other award provisions concerning the scheduling of work and notice requirements.

27. Dispute resolution

27.1 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.

27.2 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 27.1 have been taken, a party to the dispute may refer the dispute to the Fair Work Commission.

27.3 The parties may agree on the process to be utilised by the Fair Work Commission including mediation, conciliation and consent arbitration.

27.4 Where the matter in dispute remains unresolved, the Fair Work Commission may exercise any method of dispute resolution permitted by the Act that it considers appropriate to ensure the settlement of the dispute.

27.5 An employer or employee may appoint another person, organisation or association to accompany and/or represent them for the purposes of this clause.

27.6 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 8—Termination of Employment and Redundancy

28. Termination of employment

28.1 Notice of termination is provided for in the NES.

28.2 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.

29. Redundancy

Redundancy pay is provided for in the NES.

30. Transfer to lower paid job on redundancy

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

31. Employee leaving during redundancy notice period

An employee given notice of termination in circumstances of redundancy may terminate their employment during the period of notice. The employee is entitled to receive the benefits and payments they would have received under clause 29—Redundancy had they remained in employment until the expiry of the notice, but is not entitled to payment instead of notice.

32. Job search entitlement

32.1 Job search entitlement for notice of termination of employment

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

32.2 Job search entitlement—redundancy

(a) Time off for seeking other employment

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

(b) Proof of attendance

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

Schedule A—Classification Structure

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

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

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

A.1 Children’s Services Employees (CSE)

A.1.1 Level 1

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

(a) Indicative duties

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

(b) Progression

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

A.1.2 Level 2

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

Indicative duties

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

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

A.1.3 Level 3A

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

A.1.4 Level 3

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

(a) Indicative duties

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

(b) Progression

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

Any dispute concerning an employee’s entitlement to be paid at Level 3.4 may be dealt with in accordance with clause 27—Dispute resolution which may require the employee to demonstrate that they utilise skills and knowledge above those prescribed for Level 3 but below those prescribed for Level 4.

A.1.5 Level 4A

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

A.1.6 Level 4

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

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

Indicative duties

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

A.1.7 Level 5A

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

A.1.8 Level 5

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

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- responsible for the quality of their own work and the work of others; and
 - ensures that records are maintained and up to date.
- (c) A **Family Day Care Trainee Supervisor** undertakes the following indicative duties:
- provides support and guidance to family based childcare workers undertaking the AQF Certificate III Traineeship;
 - undertakes supervision visits for the purpose of on-the-job workplace assessment;
 - organises training assistance such as additional resources, in-service sessions and study groups as required; and
 - contributes to the development of the scheme’s policies.
- (d) An **unqualified Co-ordinator** who co-ordinates and manages a stand alone out-of-school hours care and/or vacation care centre may undertake the following:
- develop and/or oversee programs and ensure they offer a balance of flexibility, variety, safety and fun;
 - supervise the programs/activities and ensure each staff member is fulfilling their relevant duties and responsibilities;
 - carry out administrative tasks including fee collection and receipting, banking, staff pay, etc;
 - administer first aid when appropriate and ensure that injured children receive appropriate medical attention;
 - work positively with parents and/or committees; and
 - understand and work in accordance with the centre or service’s policies.

A.1.9 Level 6A

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

A.1.10 Level 6—Director

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

(a) Indicative duties

- Responsible for the overall management and administration of the service.

Exposure draft – Children’s Services Award 2016

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

(b) Director Level 1

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

(c) Director Level 2

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

(d) Director Level 3

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

(e) Qualified Co-ordinator

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

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

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

A.2 Support Worker

A.2.1 Level 1

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

(a) Indicative duties

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

(b) Progression

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

A.2.2 Level 2

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

Indicative duties

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

- Administrative duties.

A.2.3 Level 3

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

Schedule B—Summary of Hourly Rates of Pay

Rates updated as a result of AWR 2016; B.1.2 amended and note added to the tables.

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

B.1 Ordinary hourly rate

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

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

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

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

	Ordinary hours	Public holiday
	% of ordinary hourly rate ¹	
	100%	250%
	\$	\$
Support Worker		
Level 1.1	18.11	45.28
Level 2.1	18.80	47.00
Level 2.2	19.45	48.63
Level 3.1	20.61	51.53
Children’s Services Employee		
Level 1.1	18.11	45.28
Level 2.1	18.80	47.00
Level 2.2	19.45	48.63
Level 3A.1	20.29	50.73
Level 3A.2	20.61	51.53
Level 3.1	20.61	51.53
Level 3.2	21.32	53.30
Level 3.3	21.99	54.98
Level 3.4	23.21	58.03
Level 4A.1	21.99	54.98

Exposure draft – Children’s Services Award 2016

	Ordinary hours	Public holiday
	% of ordinary hourly rate¹	
	100%	250%
	\$	\$
Level 4A.2	22.30	55.75
Level 4A.3	22.60	56.50
Level 4A.4	22.92	57.30
Level 4A.5	23.23	58.08
Level 4.1	24.28	60.70
Level 4.2	24.65	61.63
Level 4.3	25.02	62.55
Level 5A.1	25.39	63.48
Level 5A.2	25.76	64.40
Level 5A.3	26.12	65.30
Level 5.1	25.39	63.48
Level 5.2	25.76	64.40
Level 5.3	26.12	65.30
Level 5.4	26.21	65.53
Level 6A.1	29.28	73.20
Level 6A.2	29.64	74.10
Level 6A.3	30.01	75.03
Children’s Services Employee – Director		
Level 6.1	29.28	73.20
Level 6.2	29.64	74.10
Level 6.3	30.01	75.03
Level 6.4	31.13	77.83
Level 6.5	31.41	78.53
Level 6.6	31.79	79.48
Level 6.7	32.17	80.43
Level 6.8	32.53	81.33
Level 6.9	32.90	82.25
¹ Rates in table are calculated based on the <u>minimum hourly rate</u> , see clauses B.1.1 and B.1.2.		

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

	Monday to Saturday		Sunday – all day	Public holiday
	First 2 hours	After 2 hours		
	% of ordinary hourly rate ¹			
	150%	200%	200%	250%
	\$	\$	\$	\$
Support Worker				
Level 1.1	27.17	36.22	36.22	45.28
Level 2.1	28.20	37.60	37.60	47.00
Level 2.2	29.18	38.90	38.90	48.63
Level 3.1	30.92	41.22	41.22	51.53
Children’s Services Employee				
Level 1.1	27.17	36.22	36.22	45.28
Level 2.1	28.20	37.60	37.60	47.00
Level 2.2	29.18	38.90	38.90	48.63
Level 3A.1	30.44	40.58	40.58	50.73
Level 3A.2	30.92	41.22	41.22	51.53
Level 3.1	30.92	41.22	41.22	51.53
Level 3.2	31.98	42.64	42.64	53.30
Level 3.3	32.99	43.98	43.98	54.98
Level 3.4	34.82	46.42	46.42	58.03
Level 4A.1	32.99	43.98	43.98	54.98
Level 4A.2	33.45	44.60	44.60	55.75
Level 4A.3	33.90	45.20	45.20	56.50
Level 4A.4	34.38	45.84	45.84	57.30
Level 4A.5	34.85	46.46	46.46	58.08
Level 4.1	36.42	48.56	48.56	60.70
Level 4.2	36.98	49.30	49.30	61.63
Level 4.3	37.53	50.04	50.04	62.55
Level 5A.1	38.09	50.78	50.78	63.48
Level 5A.2	38.64	51.52	51.52	64.40
Level 5A.3	39.18	52.24	52.24	65.30
Level 5.1	38.09	50.78	50.78	63.48
Level 5.2	38.64	51.52	51.52	64.40
Level 5.3	39.18	52.24	52.24	65.30
Level 5.4	39.32	52.42	52.42	65.53

Exposure draft – Children’s Services Award 2016

	Monday to Saturday		Sunday – all day	Public holiday
	First 2 hours	After 2 hours		
	% of ordinary hourly rate ¹			
	150%	200%	200%	250%
	\$	\$	\$	\$
Level 6A.1	43.92	58.56	58.56	73.20
Level 6A.2	44.46	59.28	59.28	74.10
Level 6A.3	45.02	60.02	60.02	75.03
Children’s Services Employee - Director				
Level 6.1	43.92	58.56	58.56	73.20
Level 6.2	44.46	59.28	59.28	74.10
Level 6.3	45.02	60.02	60.02	75.03
Level 6.4	46.70	62.26	62.26	77.83
Level 6.5	47.12	62.82	62.82	78.53
Level 6.6	47.69	63.58	63.58	79.48
Level 6.7	48.26	64.34	64.34	80.43
Level 6.8	48.80	65.06	65.06	81.33
Level 6.9	49.35	65.80	65.80	82.25

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

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

	Day	Early morning	Afternoon	Night	Non-rotating night	Saturday	Sunday	Public holiday
	% of ordinary hourly rate ¹							
	100%	110%	115%	117.5%	130%	150%	200%	250%
	\$	\$	\$	\$	\$	\$	\$	\$
Support Worker								
Level 1.1	18.11	19.92	20.83	21.28	23.54	27.17	36.22	45.28
Level 2.1	18.80	20.68	21.62	22.09	24.44	28.20	37.60	47.00
Level 2.2	19.45	21.40	22.37	22.85	25.29	29.18	38.90	48.63
Level 3.1	20.61	22.67	23.70	24.22	26.79	30.92	41.22	51.53
Children’s Services Employee								
Level 1.1	18.11	19.92	20.83	21.28	23.54	27.17	36.22	45.28
Level 2.1	18.80	20.68	21.62	22.09	24.44	28.20	37.60	47.00
Level 2.2	19.45	21.40	22.37	22.85	25.29	29.18	38.90	48.63

Exposure draft – Children’s Services Award 2016

	Day	Early morning	Afternoon	Night	Non-rotating night	Saturday	Sunday	Public holiday
	% of ordinary hourly rate¹							
	100%	110%	115%	117.5%	130%	150%	200%	250%
	\$	\$	\$	\$	\$	\$	\$	\$
Level 3A.1	20.29	22.32	23.33	23.84	26.38	30.44	40.58	50.73
Level 3A.2	20.61	22.67	23.70	24.22	26.79	30.92	41.22	51.53
Level 3.1	20.61	22.67	23.70	24.22	26.79	30.92	41.22	51.53
Level 3.2	21.32	23.45	24.52	25.05	27.72	31.98	42.64	53.30
Level 3.3	21.99	24.19	25.29	25.84	28.59	32.99	43.98	54.98
Level 3.4	23.21	25.53	26.69	27.27	30.17	34.82	46.42	58.03
Level 4A.1	21.99	24.19	25.29	25.84	28.59	32.99	43.98	54.98
Level 4A.2	22.30	24.53	25.65	26.20	28.99	33.45	44.60	55.75
Level 4A.3	22.60	24.86	25.99	26.56	29.38	33.90	45.20	56.50
Level 4A.4	22.92	25.21	26.36	26.93	29.80	34.38	45.84	57.30
Level 4A.5	23.23	25.55	26.71	27.30	30.20	34.85	46.46	58.08
Level 4.1	24.28	26.71	27.92	28.53	31.56	36.42	48.56	60.70
Level 4.2	24.65	27.12	28.35	28.96	32.05	36.98	49.30	61.63
Level 4.3	25.02	27.52	28.77	29.40	32.53	37.53	50.04	62.55
Level 5A.1	25.39	27.93	29.20	29.83	33.01	38.09	50.78	63.48
Level 5A.2	25.76	28.34	29.62	30.27	33.49	38.64	51.52	64.40
Level 5A.3	26.12	28.73	30.04	30.69	33.96	39.18	52.24	65.30
Level 5.1	25.39	27.93	29.20	29.83	33.01	38.09	50.78	63.48
Level 5.2	25.76	28.34	29.62	30.27	33.49	38.64	51.52	64.40
Level 5.3	26.12	28.73	30.04	30.69	33.96	39.18	52.24	65.30
Level 5.4	26.21	28.83	30.14	30.80	34.07	39.32	52.42	65.53
Level 6A.1	29.28	32.21	33.67	34.40	38.06	43.92	58.56	73.20
Level 6A.2	29.64	32.60	34.09	34.83	38.53	44.46	59.28	74.10
Level 6A.3	30.01	33.01	34.51	35.26	39.01	45.02	60.02	75.03

Exposure draft – Children’s Services Award 2016

	Day	Early morning	Afternoon	Night	Non-rotating night	Saturday	Sunday	Public holiday
	% of ordinary hourly rate¹							
	100%	110%	115%	117.5%	130%	150%	200%	250%
	\$	\$	\$	\$	\$	\$	\$	\$
Children’s Services Employee – Director								
Level 6.1	29.28	32.21	33.67	34.40	38.06	43.92	58.56	73.20
Level 6.2	29.64	32.60	34.09	34.83	38.53	44.46	59.28	74.10
Level 6.3	30.01	33.01	34.51	35.26	39.01	45.02	60.02	75.03
Level 6.4	31.13	34.24	35.80	36.58	40.47	46.70	62.26	77.83
Level 6.5	31.41	34.55	36.12	36.91	40.83	47.12	62.82	78.53
Level 6.6	31.79	34.97	36.56	37.35	41.33	47.69	63.58	79.48
Level 6.7	32.17	35.39	37.00	37.80	41.82	48.26	64.34	80.43
Level 6.8	32.53	35.78	37.41	38.22	42.29	48.80	65.06	81.33
Level 6.9	32.90	36.19	37.84	38.66	42.77	49.35	65.80	82.25

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

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

	Monday to Saturday		Sunday – all day	Public holiday
	First 2 hours	After 2 hours		
	% of ordinary hourly rate¹			
	150%	200%	200%	250%
	\$	\$	\$	\$
Support Worker				
Level 1.1	27.17	36.22	36.22	45.28
Level 2.1	28.20	37.60	37.60	47.00
Level 2.2	29.18	38.90	38.90	48.63
Level 3.1	30.92	41.22	41.22	51.53
Children’s Services Employee				
Level 1.1	27.17	36.22	36.22	45.28
Level 2.1	28.20	37.60	37.60	47.00
Level 2.2	29.18	38.90	38.90	48.63
Level 3A.1	30.44	40.58	40.58	50.73
Level 3A.2	30.92	41.22	41.22	51.53

Exposure draft – Children’s Services Award 2016

	Monday to Saturday		Sunday – all day	Public holiday
	First 2 hours	After 2 hours		
	% of ordinary hourly rate ¹			
	150%	200%	200%	250%
	\$	\$	\$	\$
Level 3.1	30.92	41.22	41.22	51.53
Level 3.2	31.98	42.64	42.64	53.30
Level 3.3	32.99	43.98	43.98	54.98
Level 3.4	34.82	46.42	46.42	58.03
Level 4A.1	32.99	43.98	43.98	54.98
Level 4A.2	33.45	44.60	44.60	55.75
Level 4A.3	33.90	45.20	45.20	56.50
Level 4A.4	34.38	45.84	45.84	57.30
Level 4A.5	34.85	46.46	46.46	58.08
Level 4.1	36.42	48.56	48.56	60.70
Level 4.2	36.98	49.30	49.30	61.63
Level 4.3	37.53	50.04	50.04	62.55
Level 5A.1	38.09	50.78	50.78	63.48
Level 5A.2	38.64	51.52	51.52	64.40
Level 5A.3	39.18	52.24	52.24	65.30
Level 5.1	38.09	50.78	50.78	63.48
Level 5.2	38.64	51.52	51.52	64.40
Level 5.3	39.18	52.24	52.24	65.30
Level 5.4	39.32	52.42	52.42	65.53
Level 6A.1	43.92	58.56	58.56	73.20
Level 6A.2	44.46	59.28	59.28	74.10
Level 6A.3	45.02	60.02	60.02	75.03
Children’s Services Employee – Director				
Level 6.1	43.92	58.56	58.56	73.20
Level 6.2	44.46	59.28	59.28	74.10
Level 6.3	45.02	60.02	60.02	75.03
Level 6.4	46.70	62.26	62.26	77.83
Level 6.5	47.12	62.82	62.82	78.53
Level 6.6	47.69	63.58	63.58	79.48
Level 6.7	48.26	64.34	64.34	80.43

Exposure draft – Children’s Services Award 2016

	Monday to Saturday		Sunday – all day	Public holiday
	First 2 hours	After 2 hours		
	% of ordinary hourly rate¹			
	150%	200%	200%	250%
	\$	\$	\$	\$
Level 6.8	48.80	65.06	65.06	81.33
Level 6.9	49.35	65.80	65.80	82.25

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

B.3 Casual adult employees

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

	Ordinary hours	Public holidays
	% of ordinary hourly rate¹	
	125%	275%
	\$	\$
Support Worker		
Level 1.1	22.64	49.80
Level 2.1	23.50	51.70
Level 2.2	24.31	53.49
Level 3.1	25.76	56.68
Children’s Services Employee		
Level 1.1	22.64	49.80
Level 2.1	23.50	51.70
Level 2.2	24.31	53.49
Level 3A.1	25.36	55.80
Level 3A.2	25.76	56.68
Level 3.1	25.76	56.68
Level 3.2	26.65	58.63
Level 3.3	27.49	60.47
Level 3.4	29.01	63.83
Level 4A.1	27.49	60.47
Level 4A.2	27.88	61.33
Level 4A.3	28.25	62.15
Level 4A.4	28.65	63.03
Level 4A.5	29.04	63.88
Level 4.1	30.35	66.77

Exposure draft – Children’s Services Award 2016

	Ordinary hours	Public holidays
	% of ordinary hourly rate¹	
	125%	275%
	\$	\$
Level 4.2	30.81	67.79
Level 4.3	31.28	68.81
Level 5A.1	31.74	69.82
Level 5A.2	32.20	70.84
Level 5A.3	32.65	71.83
Level 5.1	31.74	69.82
Level 5.2	32.20	70.84
Level 5.3	32.65	71.83
Level 5.4	32.76	72.08
Level 6A.1	36.60	80.52
Level 6A.2	37.05	81.51
Level 6A.3	37.51	82.53
Children’s Services Employee – Director		
Level 6.1	36.60	80.52
Level 6.2	37.05	81.51
Level 6.3	37.51	82.53
Level 6.4	38.91	85.61
Level 6.5	39.26	86.38
Level 6.6	39.74	87.42
Level 6.7	40.21	88.47
Level 6.8	40.66	89.46
Level 6.9	41.13	90.48
¹ Rates in table are calculated based on the <u>minimum hourly rate</u> , see clauses B.1.1 and B.1.2.		

Exposure draft – Children’s Services Award 2016

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

	Day	Early morning	Afternoon	Night	Non-rotating night	Saturday	Sunday	Public holiday
	% of ordinary hourly rate ¹							
	125%	135%	140%	142.5%	155%	175%	225%	275%
	\$	\$	\$	\$	\$	\$	\$	\$
Support Worker								
Level 1.1	22.64	24.45	25.35	25.81	28.07	31.69	40.75	49.80
Level 2.1	23.50	25.38	26.32	26.79	29.14	32.90	42.30	51.70
Level 2.2	24.31	26.26	27.23	27.72	30.15	34.04	43.76	53.49
Level 3.1	25.76	27.82	28.85	29.37	31.95	36.07	46.37	56.68
Children’s Services Employee								
Level 1.1	22.64	24.45	25.35	25.81	28.07	31.69	40.75	49.80
Level 2.1	23.50	25.38	26.32	26.79	29.14	32.90	42.30	51.70
Level 2.2	24.31	26.26	27.23	27.72	30.15	34.04	43.76	53.49
Level 3A.1	25.36	27.39	28.41	28.91	31.45	35.51	45.65	55.80
Level 3A.2	25.76	27.82	28.85	29.37	31.95	36.07	46.37	56.68
Level 3.1	25.76	27.82	28.85	29.37	31.95	36.07	46.37	56.68
Level 3.2	26.65	28.78	29.85	30.38	33.05	37.31	47.97	58.63
Level 3.3	27.49	29.69	30.79	31.34	34.08	38.48	49.48	60.47
Level 3.4	29.01	31.33	32.49	33.07	35.98	40.62	52.22	63.83
Level 4A.1	27.49	29.69	30.79	31.34	34.08	38.48	49.48	60.47
Level 4A.2	27.88	30.11	31.22	31.78	34.57	39.03	50.18	61.33
Level 4A.3	28.25	30.51	31.64	32.21	35.03	39.55	50.85	62.15
Level 4A.4	28.65	30.94	32.09	32.66	35.53	40.11	51.57	63.03
Level 4A.5	29.04	31.36	32.52	33.10	36.01	40.65	52.27	63.88
Level 4.1	30.35	32.78	33.99	34.60	37.63	42.49	54.63	66.77
Level 4.2	30.81	33.28	34.51	35.13	38.21	43.14	55.46	67.79
Level 4.3	31.28	33.78	35.03	35.65	38.78	43.79	56.30	68.81
Level 5A.1	31.74	34.28	35.55	36.18	39.35	44.43	57.13	69.82
Level 5A.2	32.20	34.78	36.06	36.71	39.93	45.08	57.96	70.84
Level 5A.3	32.65	35.26	36.57	37.22	40.49	45.71	58.77	71.83
Level 5.1	31.74	34.28	35.55	36.18	39.35	44.43	57.13	69.82
Level 5.2	32.20	34.78	36.06	36.71	39.93	45.08	57.96	70.84
Level 5.3	32.65	35.26	36.57	37.22	40.49	45.71	58.77	71.83
Level 5.4	32.76	35.38	36.69	37.35	40.63	45.87	58.97	72.08

Exposure draft – Children’s Services Award 2016

	Day	Early morning	Afternoon	Night	Non-rotating night	Saturday	Sunday	Public holiday
	% of ordinary hourly rate¹							
	125%	135%	140%	142.5%	155%	175%	225%	275%
	\$	\$	\$	\$	\$	\$	\$	\$
Level 6A.1	36.60	39.53	40.99	41.72	45.38	51.24	65.88	80.52
Level 6A.2	37.05	40.01	41.50	42.24	45.94	51.87	66.69	81.51
Level 6A.3	37.51	40.51	42.01	42.76	46.52	52.52	67.52	82.53
Children’s Services Employee – Director								
Level 6.1	36.60	39.53	40.99	41.72	45.38	51.24	65.88	80.52
Level 6.2	37.05	40.01	41.50	42.24	45.94	51.87	66.69	81.51
Level 6.3	37.51	40.51	42.01	42.76	46.52	52.52	67.52	82.53
Level 6.4	38.91	42.03	43.58	44.36	48.25	54.48	70.04	85.61
Level 6.5	39.26	42.40	43.97	44.76	48.69	54.97	70.67	86.38
Level 6.6	39.74	42.92	44.51	45.30	49.27	55.63	71.53	87.42
Level 6.7	40.21	43.43	45.04	45.84	49.86	56.30	72.38	88.47
Level 6.8	40.66	43.92	45.54	46.36	50.42	56.93	73.19	89.46
Level 6.9	41.13	44.42	46.06	46.88	51.00	57.58	74.03	90.48

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

B.4 Junior employees

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

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

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

	Ordinary hours	Public holiday
	% of junior hourly rate¹	
	100%	250%
	\$	\$
Children’s Services Employee Levels 1 & 2 – On commencement		
16 years and under	13.16	32.90
At 17 years	15.04	37.60

Exposure draft – Children’s Services Award 2016

	Ordinary hours	Public holiday
	% of junior hourly rate¹	
	100%	250%
	\$	\$
At 18 years	16.92	42.30
At 19 years	18.80	47.00
Children’s Services Employee Levels 1 & 2 – After 1 year of industry service		
16 years and under	13.62	34.05
At 17 years	15.56	38.90
At 18 years	17.51	43.78
At 19 years	19.45	48.63
¹ Rates in table are calculated based on the minimum hourly rate, see clauses B.1.1 and B.1.2.		

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

	Day	Early morning	Afternoon	Night	Non-rotating night	Saturday	Sunday	Public holiday
	% of junior hourly rate¹							
	100%	110%	115%	117.5%	130%	150%	200%	250%
	\$	\$	\$	\$	\$	\$	\$	\$
Children’s Services Employee Levels 1 & 2 – On commencement								
16 years and under	13.16	14.48	15.13	15.46	17.11	19.74	26.32	32.90
At 17 years	15.04	16.54	17.30	17.67	19.55	22.56	30.08	37.60
At 18 years	16.92	18.61	19.46	19.88	22.00	25.38	33.84	42.30
At 19 years	18.80	20.68	21.62	22.09	24.44	28.20	37.60	47.00
Children’s Services Employee Levels 1 & 2 – After 1 year of industry service								
16 years and under	13.62	14.98	15.66	16.00	17.71	20.43	27.24	34.05
At 17 years	15.56	17.12	17.89	18.28	20.23	23.34	31.12	38.90
At 18 years	17.51	19.26	20.14	20.57	22.76	26.27	35.02	43.78
At 19 years	19.45	21.40	22.37	22.85	25.29	29.18	38.90	48.63
¹ Rates in table are calculated based on the minimum hourly rate, see clauses B.1.1 and B.1.2.								

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

	Ordinary hours	Public holiday
	% of junior hourly rate ¹	
	125%	275%
	\$	\$
Children’s Services Employee Levels 1 & 2 – On commencement		
16 years and under	16.45	36.19
At 17 years	18.80	41.36
At 18 years	21.15	46.53
At 19 years	23.50	51.70
Children’s Services Employee Levels 1 & 2 – After 1 year of industry service		
16 years and under	17.03	37.46
At 17 years	19.45	42.79
At 18 years	21.89	48.15
At 19 years	24.31	53.49
¹ Rates in table are calculated based on the minimum hourly rate, see clauses B.1.1 and B.1.2.		

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

	Day	Early morning	Afternoon	Night	Non-rotating night	Saturday	Sunday	Public holiday
	% of junior hourly rate ¹							
	125%	135%	140%	142.5%	155%	175%	225%	275%
	\$	\$	\$	\$	\$	\$	\$	\$
Children’s Services Employee Levels 1 & 2 – On commencement								
16 years and under	16.45	17.77	18.42	18.75	20.40	23.03	29.61	36.19
At 17 years	18.80	20.30	21.06	21.43	23.31	26.32	33.84	41.36
At 18 years	21.15	22.84	23.69	24.11	26.23	29.61	38.07	46.53
At 19 years	23.50	25.38	26.32	26.79	29.14	32.90	42.30	51.70
Children’s Services Employee Levels 1 & 2 – After 1 year of industry service								
16 years and under	17.03	18.39	19.07	19.41	21.11	23.84	30.65	37.46
At 17 years	19.45	21.01	21.78	22.17	24.12	27.23	35.01	42.79

Exposure draft – Children’s Services Award 2016

	Day	Early morning	Afternoon	Night	Non-rotating night	Saturday	Sunday	Public holiday
	% of junior hourly rate ¹							
	125%	135%	140%	142.5%	155%	175%	225%	275%
	\$	\$	\$	\$	\$	\$	\$	\$
At 18 years	21.89	23.64	24.51	24.95	27.14	30.64	39.40	48.15
At 19 years	24.31	26.26	27.23	27.72	30.15	34.04	43.76	53.49
¹ Rates in table are calculated based on the minimum hourly rate, see clauses B.1.1 and B.1.2.								

B.5 Apprentices other than adult apprentices

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

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

	Ordinary hours	Public holiday
	% of apprentice hourly rate ¹	
	100%	250%
	\$	\$
1st year		
16 years and under	13.16	32.90
At 17 years	15.04	37.60
At 18 years	16.92	42.30
At 19 years	18.80	47.00
2nd and subsequent years		
16 years and under	13.62	34.05
At 17 years	15.56	38.90
At 18 years	17.51	43.78
At 19 years	19.45	48.63
¹ Rates in table are calculated based on the minimum hourly rate, see clauses B.1.1 and B.1.2.		

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

	Day	Early morning	Afternoon	Night	Non-rotating night	Saturday	Sunday	Public holiday
	% of apprentice hourly rate ¹							
	100%	110%	115%	117.5%	130%	150%	200%	250%
	\$	\$	\$	\$	\$	\$	\$	\$
1st year								
16 years and under	13.16	14.48	15.13	15.46	17.11	19.74	26.32	32.90
At 17 years	15.04	16.54	17.30	17.67	19.55	22.56	30.08	37.60
At 18 years	16.92	18.61	19.46	19.88	22.00	25.38	33.84	42.30
At 19 years	18.80	20.68	21.62	22.09	24.44	28.20	37.60	47.00
2nd and subsequent years								
16 years and under	13.62	14.98	15.66	16.00	17.71	20.43	27.24	34.05
At 17 years	15.56	17.12	17.89	18.28	20.23	23.34	31.12	38.90
At 18 years	17.51	19.26	20.14	20.57	22.76	26.27	35.02	43.78
At 19 years	19.45	21.40	22.37	22.85	25.29	29.18	38.90	48.63

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

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

	Monday to Saturday		Sunday – all day	Public holiday
	First 2 hours	After 2 hours		
	% of apprentice hourly rate ¹			
	150%	200%	200%	250%
	\$	\$	\$	\$
1st year				
16 years and under	19.74	26.32	26.32	32.90
At 17 years	22.56	30.08	30.08	37.60
At 18 years	25.38	33.84	33.84	42.30
At 19 years	28.20	37.60	37.60	47.00
2nd and subsequent years				
16 years and under	20.43	27.24	27.24	34.05
At 17 years	23.34	31.12	31.12	38.90

Exposure draft – Children’s Services Award 2016

	Monday to Saturday		Sunday – all day	Public holiday
	First 2 hours	After 2 hours		
	% of apprentice hourly rate ¹			
	150%	200%	200%	250%
	\$	\$	\$	\$
At 18 years	26.27	35.02	35.02	43.78
At 19 years	29.18	38.90	38.90	48.63

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

B.6 Adult apprentices

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

	Ordinary hours	Public holiday
	% of relevant adult ordinary hourly rate ¹	
	100%	250%
	\$	\$
1st year 100% of Level 2.1	18.80	47.00
2nd and subsequent years 100% of Level 2.2	19.45	48.63

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

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

	Day	Early morning	Afternoon	Night	Non-rotating night	Saturday	Sunday	Public holiday
	% of relevant adult ordinary hourly rate ¹							
	100%	110%	115%	117.5%	130%	150%	200%	250%
	\$	\$	\$	\$	\$	\$	\$	\$
1st year 100% of Level 2.1	18.80	20.68	21.62	22.09	24.44	28.20	37.60	47.00
2nd and subsequent years 100% of Level 2.2	19.45	21.40	22.37	22.85	25.29	29.18	38.90	48.63

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

Exposure draft – Children’s Services Award 2016

B.6.3 Adult apprentices—all adult apprentices—overtime

	Monday to Saturday		Sunday – all day	Public holiday
	First 2 hours	After 2 hours		
	% of relevant adult ordinary hourly rate ¹			
	150%	200%	200%	250%
	\$	\$	\$	\$
1st year 100% of Level 2.1	28.20	37.60	37.60	47.00
2nd and subsequent years 100% of Level 2.2	29.18	38.90	38.90	48.63
¹ Rates in table are calculated based on the minimum hourly rate, see clauses B.1.1 and B.1.2.				

Schedule C—Summary of Monetary Allowances

Monetary amounts in this clause adjusted as a result of AWR 2016

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

C.1 Wage related allowances

The wage-related allowances in this award are based on the standard rate as defined in 16.1 the minimum weekly rate for a Children’s Services Employee Level 3.1 (Certificate III qualified) in clause 16.1—Minimum wages = **\$783.30**

Allowance	Clause	% of standard rate	\$ per day unless otherwise stated
Broken shift allowance	17.2(c)	1.91	14.96
First aid allowance	17.2(d)	1.13	8.85
First aid allowance—out-of-school-hours care	17.2(d)	0.15	1.17 per hour

C.1.1 Adjustment of wage-related allowances

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

C.2 Expense related allowances

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

Allowance	Clause	\$
Clothing and equipment allowance:	17.3(a)	
Laundry—per week; OR	17.3(a)(ii)	9.49 per week
Laundry—per day; OR	17.3(a)(ii)	1.90 per day
No ironing required—per week; OR	17.3(a)(ii)	5.98 per week
No ironing required—per day	17.3(a)(ii)	1.20 per day
Excess fares allowance	17.3(b)	13.38 per day
Meal allowance—overtime for more than two hours without prescribed notice	17.3(c)	11.63 per occasion
Use of vehicle allowance:	17.3(d)	
Motor car	17.3(d)	0.78 per km
Motorcycle	17.3(d)	0.26 per km

C.2.1 Adjustment of expense related allowances

- (a) At the time of any adjustment to the [standard rate](#), each expense related allowance will be increased by the relevant adjustment factor. The relevant adjustment factor for this purpose is the percentage movement in the applicable

Exposure draft – Children’s Services Award 2016

index figure most recently published by the Australian Bureau of Statistics since the allowance was last adjusted.

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

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

C.3 Other allowances

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

Allowance	Clause	%	Payment detail
Qualifications allowance—Director or Assistant Director with appropriate certificate ¹	17.2(b)	5%	\$48.64

¹This allowance applies for all purposes

Schedule D—School-based Apprentices

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

Schedule E—Supported Wage System

Schedule E updated in accordance with [PR581528](#)

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

E.2 In this schedule:

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

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

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

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

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

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

E.3 Eligibility criteria

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

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

E.4 Supported wage rates

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

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

E.4.2 Provided that the minimum amount payable must be not less than \$82 per week.

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

E.5 Assessment of capacity

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

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

E.6 Lodgement of SWS wage assessment agreement

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

E.6.2 All SWS wage assessment agreements must be agreed and signed by the employee and employer parties to the assessment. Where a union which has an interest in the award is not a party to the assessment, the assessment will be referred by the Fair

Work Commission to the union by certified mail and the agreement will take effect unless an objection is notified to the Fair Work Commission within 10 working days.

E.7 Review of assessment

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

E.8 Other terms and conditions of employment

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

E.9 Workplace adjustment

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

E.10 Trial period

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

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

E.10.3 The minimum amount payable to the employee during the trial period must be no less than \$82 per week.

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

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

Schedule F—National Training Wage

F.1 Title

This is the *National Training Wage Schedule*.

F.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:

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

F.3 Coverage

F.3.1 Subject to clauses F.3.2 to F.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 clause F.7 to this schedule or by clause F.5.4 of this schedule.

F.3.2 This schedule only applies to AQF Certificate Level IV traineeships for which a relevant AQF Certificate Level III traineeship is listed in clause F.7 to this schedule.

F.3.3 This schedule does not apply to:

- (a) the apprenticeship system;
- (b) qualifications not identified in training packages; or
- (c) qualifications in training packages which are not identified as appropriate for a traineeship.

Parties are asked to identify “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” that they consider should not be covered by this Schedule.

F.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.

F.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.

F.3.6 At the conclusion of the traineeship, this schedule ceases to apply to the employee.

F.4 Types of Traineeship

The following types of traineeship are available under this schedule:

- F.4.1** a full-time traineeship based on 38 ordinary hours per week, with 20% of ordinary hours being approved training; and
- F.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.

F.5 Minimum Wages

F.5.1 Minimum wages for full-time traineeships

(a) Wage Level A

Subject to clause F.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 clause F.7.1 are:

	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per week	per week	per week
	\$	\$	\$
School leaver	302.20	332.80	396.50
Plus 1 year out of school	332.80	396.50	461.40
Plus 2 years out of school	396.50	461.40	537.00
Plus 3 years out of school	461.40	537.00	614.80
Plus 4 years out of school	537.00	614.80	
Plus 5 or more years out of school	614.80		

(b) Wage Level B

Subject to clause F.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 clause F.7.2 are:

	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per week	Per week	per week
	\$	\$	\$
School leaver	302.20	332.80	385.80
Plus 1 year out of school	332.80	385.80	443.80
Plus 2 years out of school	385.80	443.80	520.40

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	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per week	Per week	per week
	\$	\$	\$
Plus 3 years out of school	443.80	520.40	593.60
Plus 4 years out of school	520.40	593.60	
Plus 5 or more years out of school	593.60		

(c) Wage Level C

Subject to clause F.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 clause F.7.3 are:

	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per week	per week	per week
	\$	\$	\$
School leaver	302.20	332.80	385.80
Plus 1 year out of school	332.80	385.80	434.30
Plus 2 years out of school	385.80	434.30	485.20
Plus 3 years out of school	434.30	485.20	540.60
Plus 4 years out of school	485.20	540.60	
Plus 5 or more years out of school	540.60		

(d) AQF Certificate Level IV traineeships

- (i) Subject to clause F.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 F.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:

Wage level	First year of traineeship	Second and subsequent years of traineeship
	per week	per week
	\$	\$
Wage Level A	638.50	663.20

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Wage level	First year of traineeship	Second and subsequent years of traineeship
	per week	per week
	\$	\$
Wage Level B	616.00	639.70
Wage Level C	560.60	581.80

F.5.2 Minimum wages for part-time traineeships

(a) Wage Level A

Subject to clauses F.5.2(f) and F.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 clause F.7.1 are:

	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per hour	per hour	per hour
	\$	\$	\$
School leaver	9.94	10.96	13.05
Plus 1 year out of school	10.96	13.05	15.19
Plus 2 years out of school	13.05	15.19	17.66
Plus 3 years out of school	15.19	17.66	20.21
Plus 4 years out of school	17.66	20.21	
Plus 5 or more years out of school	20.21		

(b) Wage Level B

Subject to clauses F.5.2(f) and F.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 clause F.7.2 are:

	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per hour	per hour	per hour
	\$	\$	\$
School leaver	9.94	10.96	12.70
Plus 1 year out of school	10.96	12.70	14.60
Plus 2 years out of school	12.70	14.60	17.13
Plus 3 years out of school	14.60	17.13	19.54

Exposure draft – Children’s Services Award 2016

	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per hour	per hour	per hour
	\$	\$	\$
Plus 4 years out of school	17.13	19.54	
Plus 5 or more years out of school	19.54		

(c) Wage Level C

Subject to clauses F.5.2(f) and F.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 clause F.7.3 are:

	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per hour	per hour	per hour
	\$	\$	\$
School leaver	9.94	10.96	12.70
Plus 1 year out of school	10.96	12.70	14.28
Plus 2 years out of school	12.70	14.28	15.95
Plus 3 years out of school	14.28	15.95	17.78
Plus 4 years out of school	15.95	17.78	
Plus 5 or more years out of school	17.78		

(d) School-based traineeships

Subject to clauses F.5.2(f) and F.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 clause F.7 are as follows when the trainee works ordinary hours:

Year of schooling	
Year 11 or lower	Year 12
per hour	per hour
\$	\$
9.94	10.96

(e) AQF Certificate Level IV traineeships

(i) Subject to clauses F.5.2(f) and F.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 F.5.2(f) and F.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:

Wage level	First year of traineeship	Second and subsequent years of traineeship
	per hour	per hour
	\$	\$
Wage Level A	21.00	21.82
Wage Level B	20.24	21.03
Wage Level C	18.44	19.15

(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 F.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 F.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 F.5.2(a)–(e) of this schedule minus 20% applies to each ordinary hour worked by the trainee.

F.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.

F.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 clause F.7 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.

F.6 Employment conditions

F.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.

F.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.

F.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.

Note: The time to be included for the purpose of calculating the wages for part-time trainees whose approved training is fully off-the-job is determined by clause F.5.2(f)(ii) and not by this clause.

F.6.4 Subject to clause F.3.5 of this schedule, all other terms and conditions of this award apply to a trainee unless specifically varied by this schedule.

F.7 Allocation of Traineeships to Wage Levels

Parties are asked to review the packages listed to ensure the lists are complete and up-to-date.

The wage levels applying to training packages and their AQF certificate levels are:

F.7.1 Wage Level A

Training package	AQF certificate level
Aeroskills	II
Aviation	I, II, III
Beauty	III
Business Services	I, II, III
Chemical, Hydrocarbons and Refining	I, II, III
Civil Construction	III
Coal Training Package	II, III
Community Services	II, III

Exposure draft – Children’s Services Award 2016

Training package	AQF certificate level
Construction, Plumbing and Services Integrated Framework	I, II, III
Correctional Services	II, III
Drilling	II, III
Electricity Supply Industry—Generation Sector	II, III (III in Western Australia only)
Electricity Supply Industry—Transmission, Distribution and Rail Sector	II
Electrotechnology	I, II, III (III in Western Australia only)
Financial Services	I, II, III
Floristry	III
Food Processing Industry	III
Gas Industry	III
Information and Communications Technology	I, II, III
Laboratory Operations	II, III
Local Government (other than Operational Works Cert I and II)	I, II, III
Manufactured Mineral Products	III
Manufacturing	I, II, III
Maritime	I, II, III
Metal and Engineering (Technical)	II, III
Metalliferous Mining	II, III
Museum, Library and Library/Information Services	II, III
Plastics, Rubber and CABLEmaking	III
Public Safety	III
Public Sector	II, III
Pulp and Paper Manufacturing Industries	III
Retail Services (including wholesale and Community pharmacy)	III
Telecommunications	II, III
Textiles, Clothing and Footwear	III
Tourism, Hospitality and Events	I, II, III

Exposure draft – Children’s Services Award 2016

Training package	AQF certificate level
Training and Assessment	III
Transport and Logistics	III
Water Industry (Utilities)	III

F.7.2 Wage Level B

Training package	AQF certificate level
Animal Care and Management	I, II, III
Asset Maintenance	I, II, III
Australian Meat Industry	I, II, III
Automotive Industry Manufacturing	II, III
Automotive Industry Retail, Service and Repair	I, II, III
Beauty	II
Caravan Industry	II, III
Civil Construction	I
Community Recreation Industry	III
Entertainment	I, II, III
Extractive Industries	II, III
Fitness Industry	III
Floristry	II
Food Processing Industry	I, II
Forest and Forest Products Industry	I, II, III
Furnishing	I, II, III
Gas Industry	I, II
Health	II, III
Local Government (Operational Works)	I, II
Manufactured Mineral Products	I, II
Metal and Engineering (Production)	II, III
Outdoor Recreation Industry	I, II, III
Plastics, Rubber and Cablemaking	II
Printing and Graphic Arts	II, III
Property Services	I, II, III
Public Safety	I, II
Pulp and Paper Manufacturing Industries	I, II

Exposure draft – Children’s Services Award 2016

Training package	AQF certificate level
Retail Services	I, II
Screen and Media	I, II, III
Sport Industry	II, III
Sugar Milling	I, II, III
Textiles, Clothing and Footwear	I, II
Transport and Logistics	II
Visual Arts, Craft and Design	I, II, III
Water Industry	I, II

F.7.3 Wage Level C

Training package	AQF certificate level
Agri-Food	I
Amenity Horticulture	I, II, III
Conservation and Land Management	I, II, III
Funeral Services	I, II, III
Music	I, II, III
Racing Industry	I, II, III
Rural Production	I, II, III
Seafood Industry	I, II, III

Schedule G—2016 Part-day Public Holidays

The part-day public holidays schedule may be affected by [AM2014/301](#)

Schedule G amended in accordance with [PR580863](#)

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

G.1 Where a part-day public holiday is declared or prescribed between 7.00 pm and midnight on Christmas Eve (24 December 2016) or New Year’s Eve (31 December 2016) the following will apply on Christmas Eve and New Year’s Eve and will override any provision in this award relating to public holidays to the extent of the inconsistency:

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

Exposure draft – Children’s Services Award 2016

will not be entitled to another day off, another day’s pay or another day of annual leave as a result of the part-day public holiday.

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

This schedule is an interim provision and subject to further review.

Schedule H—Agreement to Take Annual Leave in Advance

Schedule H—Agreement to Take Annual Leave in Advance inserted in accordance with [PR582984](#)

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

Name of employee: _____

Name of employer: _____

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

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

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

Signature of employee: _____

Date signed: ____/____/20____

Name of employer representative: _____

Signature of employer representative: _____

Date signed: ____/____/20____

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

I agree that:

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

Name of parent/guardian: _____

Signature of parent/guardian: _____

Date signed: ____/____/20____

Schedule I—Agreement to Cash Out Annual Leave

Schedule I—Agreement to Cash Out Annual Leave inserted in accordance with [PR582984](#)

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

Name of employee: _____

Name of employer: _____

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

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

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

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

Signature of employee: _____

Date signed: ___/___/20___

Name of employer representative: _____

Signature of employer representative: _____

Date signed: ___/___/20___

Include if the employee is under 18 years of age:

Name of parent/guardian: _____

Signature of parent/guardian: _____

Date signed: ___/___/20___

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

Schedule J— Agreement for time off instead of payment for overtime inserted in accordance with [PR584086](#)

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

Name of employee: _____

Name of employer: _____

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

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

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

Amount of overtime worked: _____ hours and _____ minutes

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

Signature of employee: _____

Date signed: ___/___/20___

Name of employer representative: _____

Signature of employer representative: _____

Date signed: ___/___/20___