

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

*Industrial Relations Act 1999* - s. 698 - reprint of award

**CHILDREN'S SERVICES AWARD - STATE 2012**

Following the Declaration of the General Ruling in the 2016 State Wage Case (matter numbers B/2016/10 and B/2016/11), the Children's Services Award - State 2012 is hereby reprinted, pursuant to s. 698 of the *Industrial Relations Act 1999*.

I hereby certify that the Award contained herein is a true and correct copy of the Children's Services Award - State 2012 as at 1 September 2016.

Dated 1 September 2016.

[L.S.] J. Steel  
Industrial Registrar

**CHILDREN'S SERVICES AWARD - STATE 2012**

**PART 1 - APPLICATION AND OPERATION**

**1.1 Title**

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##### 1.3 Definitions

1.3.1 "Assistant Director" means an employee appointed as such who is approved in terms of the relevant legislation to have charge of the Centre in the absence of the Director.

- 1.3.2 "Broken Shift" means a shift of work performed by employees in the Outside School Hours Care Program which is broken into not more than 2 periods (excluding rest pauses and meal breaks), where the unpaid break in between such periods is greater than one hour.
- 1.3.3 "Child Care Legislation" means the *Child Care Act 2002* and the *Child Care Regulation 2003* as amended from time to time and any predecessor legislation where relevant or consequential amendments.
- 1.3.4 "Children's Services Worker" means an employee who is engaged in the provision of child care within a Centre and/or who is engaged in functions in or in connection with the general operation of the Centre including but not limited to all aspects of food preparation and service, cleaning and maintenance of all areas of the Centre (internal and external) to the standards required by the employer.
- 1.3.5 "Centre Based Care" means care for children in a centre as defined in the Child Care Legislation.
- 1.3.6 "Assistant Children's Services Worker - Unqualified" - means an employee who:

- (a) has successfully completed Year 12 at Secondary School; or
- (b) on the day the person is first employed as an assistant, is at least 17 years of age and is undertaking, or has completed a Child Care Practice Certificate at a TAFE Institute.

An assistant who is not an adult must be supervised by an appropriately approved Group Leader.

Duties would include, but not be limited to, some or all of the following:

- (i) assist in the implementation of the early childhood program under supervision;
- (ii) implement daily routine;
- (iii) ensure the health and safety of the children in their care;
- (iv) give each child individual attention and comfort as required;
- (v) work in accordance with the licensing requirements of Child Care Legislation;
- (vi) understand and work according to the Centre or Service's policy;
- (vii) perform general duties associated with the operation of the Centre, including but not limited to all aspects of food preparation, service and cleaning/maintenance of all areas of the Centre (internal and external).

- 1.3.7 "Children's Services Worker - 1 Year Qualified" means an employee who has completed an AQF Certificate 3 or 4 in Children's Services.

- (a) This classification will also include a cook who prepares at least one full meal per day for each of a substantial proportion of children present at the Centre.

- (b) Duties would include, but not be limited to, some or all of the following:

- (i) any of the duties of an Assistant Children's Services Worker - Unqualified;
- (ii) co-ordinate and direct activities of unqualified workers engaged in the implementation of programs and activities in group settings;
- (iii) liaise with parents;
- (iv) ensure a safe environment is provided for the children;
- (v) ensure that records are maintained and are up-to-date concerning each child in their care;
- (vi) assist in the development, implementation and evaluation of daily routines;
- (vii) be responsible to the Director for the assessment of students on placement;
- (viii) ensure the Centre or Service's policies are adhered to.
- (ix) assist the Director in the assessment of students on placement to the level of their competency;
- (x) under direction, work with individual children with particular needs;
- (xi) undertake and implement the requirements of quality assurance;
- (xii) administer first aid to the level of their competency when appropriate.

- 1.3.8 "Commission" means the Queensland Industrial Relations Commission.

- 1.3.9 "Group Leader - 1 Year Qualified" means an employee who has completed a Certificate 3 or 4 in Children's Services.

- (a) Duties would include, but not be limited to, some or all of the following:

- (i) carrying out the work of a Group Leader;
- (ii) the co-ordination of the activities of a group of children;
- (iii) general supervision of workers in the Centre;
- (iv) assisting in the Centre's or the Service's administrative functions;
- (v) any of the duties of Children's Services Worker - 1 Year Qualified;

- (vi) to ensure that a developmentally appropriate program is planned and implemented for each child;
- (vii) to assess the needs of each child and monitor the child's progress;
- (viii) to maintain effective communication with a parent of each child in the group that the person leads;
- (ix) administer first aid to the level of their competency when appropriate.

1.3.10 "Group Leader - 2 Year Qualified" means an employee who has completed an AQF Diploma in Children's Services.

(a) A Registered Nurse who has enrolled in or has successfully completed an appropriate bridging course in Early Childhood studies will also meet the criteria for a 2 Year Qualified Group Leader.

(b) Duties would include, but not be limited to, some or all of the following:

- (i) any of the duties of a Group Leader - 1 Year or less;
- (ii) work as the person in charge of a group of children in the age range from birth to 12 years;
- (iii) take responsibility in consultation with the Director for the preparation, implementation and evaluation of a developmental program for individuals and groups of children in care;
- (iv) co-ordinate and direct the activities of workers engaged in the implementation and evaluation of developmental programs and activities in a group setting;
- (v) contribute, through the Director, to the development of the Centre or Service's policies;
- (vi) ensure that the policies and practices of the Centre are maintained;
- (vii) administer first aid to the level of their competency when appropriate.

1.3.11 "Group Leader - 3 Year Qualified" means an employee who has completed an AQF Advanced Diploma or higher qualification in the field of Children's Services or Education.

(a) Duties will include, but not be limited to, some or all of the following:

- (i) any of the duties of a Group Leader - 2 Year Qualified;
- (ii) work as the person in charge of a group of children in the age range from birth to 12 years;
- (iii) take responsibility in consultation with the Director for the preparation, implementation and evaluation of a developmental program for individuals and groups of children in care;
- (iv) co-ordinate and direct the activities of workers engaged in the implementation and evaluation of developmental programs and activities in a group setting;
- (v) contribute, through the Director to the development of the Centre or Service's policies;
- (vi) ensure that the policies and practices of the Centre are maintained;
- (vii) administer first aid to the level of their competency when appropriate.

1.3.12 "Assistant Director - 2 Year Qualified" means an employee who has completed an AQF Diploma in Children's Services.

1.3.13 "Assistant Director - 3 Year Qualified" means an employee who has completed an AQF Advanced Diploma or higher qualification in the field of Children's Services or Education.

1.3.14 Duties of Assistant Director (2 Year Qualified and Minimum 3 Year Qualified) include, but are not limited to, some or all of the following:

- (a) all of the duties of a Group Leader - Minimum 3 Year Qualified;
- (b) to supervise the programs and the quality of care that the service provides;
- (c) to maintain the Service's policies and practices;
- (d) to maintain effective liaison with other agencies in the community;
- (e) to maintain the Centre's records;
- (f) supervising qualified and unqualified workers;
- (g) planning and co-ordinating in-service training for the Centre or Service;
- (h) planning and implementing programs for children with special needs, including, but not limited to, children with disabilities and children of non-English speaking background;
- (i) take responsibility for the day-to-day management of the centre or service in the temporary absence of the Director;
- (j) administer first aid to the level of their competency when appropriate.

1.3.15 "Director 2 Year Qualified" means an employee who has completed an AQF Diploma in Children's Services.

1.3.16 "Director - 3 Year Qualified" means an employee who has completed a AQF Advanced Diploma or higher qualification in the field of Children's Services or Education.

1.3.17 Duties of Directors (2 Year and Minimum 3 Year Qualified) include, but are not limited to, all or some of the following:

- (a) responsibility for the overall administration of the Centre or service;
- (b) to develop, implement and supervise developmental programs and the quality of care that the Service provides;
- (c) to maintain the Service's policies and practices;
- (d) to establish a process for the recruitment, orientation and support of staff;
- (e) to identify and assist in meeting in-service training needs of staff;
- (f) to establish and maintain effective communication systems with staff and parents;
- (g) to establish and maintain liaison with other agencies in the community (as required);
- (h) to maintain the Centre's records;
- (i) recruit staff in consultation with the Manager/Owner or Licensee of the Centre;
- (j) to keep day-to-day accounts and handle clerical administrative matters;
- (k) ensure that the Centre or Service adheres to all relevant Regulations;
- (l) formulate and evaluate annual budgets in liaison with relevant authorities where necessary;
- (m) all of the duties of an Assistant Director;
- (n) administer first aid to the level of their competency when appropriate.

#### *Outside School Hours Care and Vacation Care*

1.3.18 "Assistant Children's Services Worker - Unqualified" means an employee who is unqualified and is employed to assist at an Outside School Hours Care and Vacation Care Service.

- (a) An Assistant must be supervised by a Co-ordinator.
- (b) Duties would include, but not be limited to, some or all of the following:
  - (i) supervise children's activities;
  - (ii) ensure the health and safety of the children in care;
  - (iii) take a genuine interest in the children, their activities and participate in these as much as possible;
  - (iv) supervise sports activities;
  - (v) routine communication with parents to the level of the employee's competence;
  - (vi) assist in developing and implementing programs/activities;
  - (vii) understand and work according to the Centre's policies.

1.3.19 "Children's Services Worker - 1 Year Qualified" means an employee who has completed an AQF Certificate 3 or 4 in Children's Services.

- (a) This classification will also include a cook who prepares at least one full meal per day for each of a substantial proportion of children present at the Centre.
- (b) Duties would include, but not be limited to, some or all of the following:
  - (i) any of the duties of an Assistant Children's Services Worker - Unqualified;
  - (ii) co-ordinate and direct activities of unqualified workers engaged in the implementation of programs and activities in group settings;
  - (iii) liaise with parents;
  - (iv) ensure a safe environment is provided for the children;
  - (v) ensure that records are maintained and are up-to-date concerning each child in their care;

- (vi) assist in the development, implementation and evaluation of daily routines;
- (vii) be responsible to the Director for the assessment of students on placement;
- (viii) ensure the Centre or Service's policies are adhered to.
- (ix) assist the Director in the assessment of students on placement to the level of their competency;
- (x) under direction, work with individual children with particular needs;
- (xi) undertake and implement the requirements of quality assurance;
- (xii) administer first aid to the level of their competency when appropriate.

1.3.20 "Assistant Co-ordinator - Qualified - Large Service" means an employee who is required to assist a Co-ordinator of After School Hours Care as prescribed by the Child Care Legislation to manage a licensed Outside School Hours Care service licensed to accommodate 60 or more children at any time of the day. Their duties include, but are not limited to, some or all of the following:

- (a) all of the duties of an Assistant Children's Services Worker - I Year Qualified;
- (b) in consultation with the Coordinator prepare, implement and evaluate developmentally appropriate programmes for individual children or groups of children in care;
- (c) supervise staff and ensure staff members fulfill their various duties and responsibilities;
- (d) ensure a safe environment is maintained for both children and staff;
- (e) ensure records are maintained accurately for each child in care;
- (f) ensure a service's policies and procedures are adhered to;
- (g) liaise as need be with members of a child's family;
- (h) administer first aid to the level of their competency when appropriate.

1.3.21 "Co-ordinator - Unqualified" means an employee who co-ordinates and manages an After School Hours Care and/or Vacation Care Service for children and has no relevant post secondary qualification. The duties would include, but not be limited to, some or all of the following:

- (a) develop and/or oversee programs and ensure they offer a balance of flexibility, variety, safety and fun;
- (b) supervise the programs/activities, staff and ensure each staff member is fulfilling their relevant duties and responsibilities;
- (c) carry out administration tasks including fee collection and receipting, banking, staff pay, etc;
- (d) administer first aid when appropriate to the level of their competency;
- (e) to work positively in working with parents and/or Committees;
- (f) understanding and working in accordance with the Service's policies.

1.3.22 "Co-ordinator - Qualified" means an employee who has completed a AQF Diploma in Children's Services.

The duties would include those listed under Co-ordinator - Unqualified.

1.3.23 "Joint Union/Employer Validation Committee" means a Committee with equal representation of Union/Employer, set up to resolve disputes between employees and employers in relation to incremental levels of pay or to relevant/equivalent qualifications.

1.3.24 "Outside School Hours Care" means care of children provided in schools, supervised playgrounds and other establishments, but not including child care centres as defined in the Child Care Legislation, outside normal school hours.

1.3.25 "Teacher" means an employee who meets the following criteria:

- (a) that the employee holds a 3 or 4 year qualification in early childhood studies as approved under the Child Care Legislation; and
- (b) that the employee be registered with the Queensland College of Teachers; and
- (c) that the employee be required to deliver an educational program.

1.3.26 "Vacation Care" means care of children provided in schools, supervised playgrounds and other establishments, but not including child care centres, as defined in the Child Care Legislation, during school vacations.

1.3.27 "Act" means the *Industrial Relations Act 1999* as amended or replaced from time to time.

#### **1.4 Date of operation**

This Award takes effect from 10 May 2012.

#### **1.5 Award coverage**

1.5.1 This Award shall apply to persons engaged in the callings and classifications set out in this Award, who are employed at or in Child Care Centres as defined in the Child Care Legislation or Outside School Hours Care, adjunct care, wherein employees are charged with the care of children, and/or the delivery of child care services as per clause 1.5.2 within Queensland, for whom classifications and rates of pay are herein prescribed, and to their respective employers. Subject to clause 1.5.3 no other Award shall apply.

1.5.2 Without limiting the scope of coverage, this Award shall apply to employees engaged in the provision of long day care, sessional care, occasional care, vocational care, adjunct care, respite care, emergency care, before and after school hours care and extended hours care of children as defined in the Child Care Legislation.

1.5.3 This Award will not apply to:

- (a) Employees of Queensland Government Departments.
- (b) Centres where sick or afflicted children are placed for care or treatment purposes.
- (c) Persons who are in holy orders or who are members of a recognised teaching order.
- (d) Persons whose service is voluntary and whose service is covered by an exchange of letters between the employer and the volunteer.
- (e) Students on work experience or placement.
- (f) Nurses who are engaged on nursing duties.
- (g) Clerical employees engaged principally in a clerical capacity.
- (h) Employees of the Brisbane City Council.

#### **1.5.4 Partial exemption**

Clause 1.5.4 does not apply to employees in outside school hours care or vacation care programs.

An employee (classified at or below the level of Director - 1 Year Qualified Year 1) who agrees in writing with the employer to be paid at a rate not less than 25% above the classification level of Director - 1 Year Qualified Year 1, will be exempt from the provisions of Part 6 and clause 4.2 of this Award. An employee classified at the level of Director - 1 Year Qualified Year 2 and above who agrees in writing with the employer to be paid at a rate not less than 25% above the appropriate classification level, will be exempt from the provisions of Part 6 and clause 4.2 of this Award.

#### **1.6 Area of operation**

For the purpose of this Award, the Divisions and Districts will be as follows:

##### **1.6.1 Divisions**

*Northern Division* - That portion of the State along or north of a line commencing at the junction of the sea-coast with the 21st parallel of south latitude; then by that parallel of latitude due west to 147 degrees of east longitude; then by that meridian of longitude due south to 22 degrees 30 minutes of south latitude; then by that parallel of latitude due west to the western border of the State.

*Mackay Division* - That portion of the State within the following boundaries - commencing at the junction of the sea-coast with the 21st parallel of south latitude; then by that parallel of latitude due west to 147 degrees of east longitude; then by that meridian of longitude due south to 22 degrees of south latitude; then by that parallel of latitude due east to the sea-coast; then by the sea-coast northerly to the point of commencement.

*Southern Division* - That portion of the State not included in the Northern or Mackay Divisions.

## 1.6.2 Districts

*Northern Division - Eastern District* - That portion of the Northern Division along or east of 144 degrees 30 minutes of east longitude.

*Northern Division - Western District* - The remainder of the Northern Division.

*Southern Division - Eastern District* - That portion of the Southern Division along or east of a line commencing at the junction of the southern border of the State with 150 degrees of east longitude; then by that meridian of longitude due north to 25 degrees of south latitude; then by that parallel of latitude due west to 147 degrees of east longitude; then by that meridian of longitude due north to the southern boundary of the Mackay Division.

*Southern Division - Western District* - The remainder of the Southern Division.

## 1.7 Parties bound

This Award is legally binding upon the employees whose classifications are defined in clause 1.3 and their employers, and the United Voice, Industrial union of Employees, Queensland and its members.

## PART 2 - FLEXIBILITY

### 2.1 Enterprise flexibility

2.1.1 As part of a process of improvement in productivity and efficiency, discussion should take place at each enterprise to provide more flexible working arrangements, improvement in the quality of working life, enhancement of skills, training and job satisfaction and to encourage consultative mechanisms across the workplace.

2.1.2 The consultative processes established in an enterprise in accordance with clause 2.1 may provide an appropriate mechanism for consideration of matters relevant to clause 2.1.1. Union delegates at the place of work may be involved in such discussions.

2.1.3 Any proposed genuine agreement reached between an employer and employee/s in an enterprise is contingent upon the agreement being submitted to the Commission in accordance with Chapter 6 of the Act and is to have no force or effect until approval is given.

## PART 3 - COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION

### 3.1 Grievance and dispute settling procedure

The matters to be dealt with in this procedure shall include all grievances or disputes between an employee and an employer in respect to any industrial matter and all other matters that the parties agree on and are specified herein. Such procedures shall apply to a single employee or to any number of employees.

3.1.1 In the event of an employee having a grievance or dispute the employee shall in the first instance attempt to resolve the matter with the immediate supervisor, who shall respond to such request as soon as reasonably practicable under the circumstances. Where the dispute concerns alleged actions of the immediate supervisor the employee/s may bypass this level in the procedure.

3.1.2 If the grievance or dispute is not resolved under clause 3.1.1, the employee or the employee's representative may refer the matter to the next higher level of management for discussion. Such discussion should, if possible, take place within 24 hours after the request by the employee or the employee's representative.

3.1.3 If the grievance involves allegations of unlawful discrimination by a supervisor the employee may commence the grievance resolution process by reporting the allegations to the next level of management beyond that of the supervisor concerned. If there is no level of management beyond that involved in the allegation the employee may proceed directly to the process outlined at clause 3.1.5.

3.1.4 If the grievance or dispute is still unresolved after discussions mentioned in clause 3.1.2, the matter shall, in the case of a member of the Union, be reported to the relevant officer of that Union and the senior management of the employer or the employer's nominated industrial representative. An employee who is not a member of the Union may report the grievance or dispute to senior management or the nominated industrial representative. This should occur as soon as it is evident that discussions under clause 3.1.2 will not result in resolution of the dispute.

3.1.5 If, after discussion between the parties, or their nominees mentioned in clause 3.1.4, the dispute remains unresolved after the parties have genuinely attempted to achieve a settlement thereof, then notification of the existence of the dispute is to be given to the Commission in accordance with the provisions of the Act.



- 3.1.6 Whilst all of the above procedure is being followed, normal work shall continue except in the case of a genuine safety issue.
- 3.1.7 The *status quo* existing before the emergence of the grievance or dispute is to continue whilst the above procedure is being followed.
- 3.1.8 All parties to the dispute shall give due consideration to matters raised or any suggestion or recommendation made by the Commission with a view to the prompt settlement of the dispute.
- 3.1.9 Any Order or Decision of the Commission (subject to the parties' right of appeal under the Act) will be final and binding on all parties to the dispute.
- 3.1.10 Discussions at any stage of the procedure shall not be unreasonably delayed by any party, subject to acceptance that some matters may be of such complexity or importance that it may take a reasonable period of time for the appropriate response to be made. If genuine discussions are unreasonably delayed or hindered, it shall be open to any party to give notification of the dispute in accordance with the provisions of the Act.

## **PART 4 - EMPLOYER AND EMPLOYEES' DUTIES, EMPLOYMENT RELATIONSHIP AND RELATED ARRANGEMENTS**

### **4.1 Contract of employment**

- 4.1.1 Employees covered by this Award shall be advised in writing of their employment category upon appointment.

Employment categories are:

- (a) full-time;
- (b) part-time (as prescribed in clause 4.5); or
- (c) casual (as prescribed in clause 4.6).

### **4.2 Mixed Functions**

- 4.2.1 Where an employee is approved in accordance with the relevant legislation to perform a higher duty, and when approved and called upon by the employer to perform that higher duty for 4 hours or longer per day, such employee will be paid the rate of pay attaching to the higher duty for the actual time worked.
- 4.2.2 Provided that clause 4.2 will not apply to Assistant Directors who are acting as the Director of a Child Care Centre:
- (a) whilst the Director is temporarily absent; or
  - (b) in cases where there is no Director employed, for a maximum period of 6 weeks.

### **4.3 Employee duties**

#### *4.3.1 Extended duties*

- (a) An employer may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training consistent with the classification structure of this Award, provided that such duties are not designed to promote deskilling.
- (b) An employer may direct an employee to carry out such duties and use such resources and equipment as may be required, provided that the employee has been trained in the use of such resources and equipment.
- (c) Any direction issued by an employer pursuant to clauses 4.3.1(a) and 4.3.1(b) will be consistent with the employer's responsibilities to provide a safe and healthy working environment.

### **4.4 Full-time employment**

A full-time employee is one who is engaged by the week in accordance with the provisions of this Award.

### **4.5 Part-time employment**

- 4.5.1 A part-time employee is a weekly hired employee who is engaged to work a constant number of hours per week which is less than 38 hours per week on not more than 5 days of the week within the ordinary hours prescribed in clause 6.1 of this Award. Except as hereinafter provided, all conditions provided for permanent full-time employees shall apply to part-time employees on a *pro rata* basis.

- 4.5.2 Part-time employees may be employed with a minimum single period of daily attendance of 2 hours.
- 4.5.3 The ordinary hours of work for a part-time employee may be altered by mutual agreement recorded in writing. In such cases part-time employees may work up to 10 hours per day, without the payment of overtime. The additional hours so worked will be taken into account in the *pro rata* calculation of entitlements.
- 4.5.4 Except in the case of clause 4.5.3, a part-time employee who works in excess of the ordinary daily or weekly hours prescribed in the contract of employment will be paid overtime in accordance with clause 6.2.
- 4.5.5 Part-time employees will be paid an hourly rate equal to 1/38th of the weekly rate prescribed by this Award for the classification under which they are engaged.
- 4.5.6 A part-time employee will be required to complete a minimum of 1000 hours of service from the time of their first appointment or their previous increment date before being eligible for their next increment. Such increment will become payable at the expiration of 1000 hours service or 12 calendar months, whichever will occur later, and the increment date will be adjusted if necessary.

#### **4.6 Casual employment**

- 4.6.1 A casual employee is an employee engaged and paid as such but will not include:
- (a) an employee working 38 ordinary hours per week; or
  - (b) an employee who is engaged to work a regular, predetermined number of ordinary hours, in excess of 33 hours each week; or
  - (c) an employee defined as a part-time employee in accordance with clause 4.5 (Part-time employment):
- Provided that:
- (i) For the purposes of relieving other employees on approved leave or rostered days off, a casual employee may work the ordinary rostered hours of the employee on such leave.
  - (ii) For the purposes of performing duties of a temporary nature including, but not limited to vacation care, a casual employee may work up to 38 hours per week.
- 4.6.2 The rate of payment to casual employees will be 1/38th of the appropriate weekly wage for the class of work they are engaged upon plus a 23% loading.
- 4.6.3 A casual employee will be engaged for a minimum period of 2 hours' work or receive a minimum payment for 2 hours per engagement.
- 4.6.4 The employment of a casual employee may be terminated by one hour's notice by either side or payment or forfeiture of one hour's pay as the case may be.
- 4.6.5 The provisions of clause 4.6.1(b) relating to the maximum ordinary hours per week will not apply to those casual employees engaged as at 1 September 1993 who were working in excess of 35 hours per week and who agreed in writing to continue to work those hours per week.

#### **4.7 Term-time employment - Outside School Hours Care**

- 4.7.1 Clause 4.7 applies only to employers who operate facilities to specifically provide Outside School Hours Care, and to employees who are specifically engaged under their contract of employment to provide Outside School Hours Care, and this is the primary purpose of their engagement.
- 4.7.2 An employee who consents to such an engagement, may be classified as a term-time employee. The employee's consent to be classified as a term-time employee is to be genuine and in writing and a copy of the written agreement is to be maintained with relevant time and wages records.
- 4.7.3 A term-time employee is an employee engaged to work only those weeks of the year deemed to coincide with the provision of primary education to school children in a school setting.
- 4.7.4 All entitlements for term-time employees are no less than those for their non-term time counterparts, except that no ordinary wages are payable for the weeks the employee is not engaged to work.

- 4.7.5 Non-engaged periods count as service and employment for the purposes of the accrual of paid leave for annual leave, sick leave and wage increments, except that no ordinary wages are payable for the weeks the employee is not engaged to work.
- 4.7.6 Where a public holiday falls on a day upon which an employee normally works during term time or any public holiday falling on their annual leave, the employee shall be paid at the ordinary hourly rate for the number of hours that would ordinarily be worked by the employee on that day.

#### **4.8 More than one engagement - OSHC and Vacation Care**

- 4.8.1 Clause 4.8 applies only to employers who operate facilities to specifically provide Outside School Hours Care and/or Vacation Care, and to employees who are specifically engaged under their contract of employment to provide Outside School Hours Care and/or Vacation Care, and this is the primary purpose of their engagement.
- 4.8.2 A part-time employee may be engaged on a casual basis for duties in a separate engagement under this Award provided that such engagement satisfies the following criteria:
- (a) this arrangement is subject to mutual agreement between the employee and employer. Such agreement is to be recorded in writing and maintained with relevant time and wages records;
  - (b) an employee who elects to take a casual engagement is to be required to work no more than 38 hours in any one week;
  - (c) the work required to be performed in the separate engagement may be consistent with the usual job description of the employee concerned;
  - (d) the work required to be performed in the separate engagement does not interfere with the employee's original contract of employment;
  - (e) the work required to be performed in the separate engagement is not designed to avoid overtime obligations;
  - (f) the separate engagement enables the employee to obtain additional hours and/or remuneration; and
  - (g) employment on a casual basis performed during the separate engagement does not break the continuity of service of an employee.
- 4.8.3 Where the casual engagement requires an employee to travel a distance in excess of that traveled to the usual workplace the employee must be:
- (a) paid for such excess time as for other work; and
  - (b) either paid the amount prescribed in clause 5.2.2 or be provided with transport by the employer to the workplace.

#### **4.9 Equal employment opportunity**

The employers respondents to this Award are equal employment opportunity employers. Accordingly, they undertake to comply with all relevant legislation. Further, the employers undertake to develop and implement a uniform policy and practice, consistent with the provisions of the Child Care Legislation, that reflect their commitment to equal employment opportunity.

#### **4.10 Anti-discrimination**

- 4.10.1 It is the intention of the parties to this Award to prevent and eliminate discrimination, as defined by the *Anti-Discrimination Act 1991* and the *Industrial Relations Act 1999* as varied from time to time, which includes:
- (a) discrimination on the basis of sex; relationship status, family responsibilities, pregnancy, parental status, breastfeeding, age, race, impairment, religious belief or religious activity, political belief or activity, trade union activity, lawful sexual activity, gender identity, sexuality and association with, or in relation to, a person identified on the basis of the above attributes;
  - (b) sexual harassment; and
  - (c) racial and religious vilification.
- 4.10.2 Accordingly, in fulfilling their obligations under the grievance and dispute settling procedure in clause 3.1, the parties to this Award must take reasonable steps to ensure that neither the Award provisions nor their operation are directly or indirectly discriminatory in their effects.

4.10.3 Under the *Anti-Discrimination Act 1991* it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.

4.10.4 Nothing in clause 4.10 is to be taken to affect:

- (a) any different treatment (or treatment having different outcomes) which is specifically exempted under the *Anti-Discrimination Act 1991*;
- (b) an employee, employer or registered organisation, pursuing matters of discrimination, including by application to the Australian Human Rights Commission/Anti-Discrimination Commission Queensland.

#### **4.11 Termination of employment**

##### *4.11.1 Statement of employment*

An employer shall, in the event of termination of employment, provide upon request to the employee who has been terminated a written statement specifying the period of employment and the classification or type of work performed by the employee.

##### *4.11.2 Termination by employer*

- (a) An employer may dismiss an employee only if the employee has been given the following notice:

| Period of Continuous Service                | Period of Notice |
|---|------------------|
| Not more than 1 year                        | 1 week           |
| More than 1 year but not more than 3 years  | 2 weeks          |
| More than 3 years but not more than 5 years | 3 weeks          |
| More than 5 years                           | 4 weeks          |

- (b) In addition to the notice in (a) above, employees 45 years old or over and who have completed at least 2 years' continuous service with the employer shall be entitled to an additional week's notice.
- (c) Payment in lieu of notice shall be made if the appropriate notice is not given:  
  
Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
- (d) In calculating any payment in lieu of notice the minimum compensation payable to an employee will be at least the total of the amounts the employer would have been liable to pay the employee if the employee's employment had continued until the end of the required notice period. The total must be worked out on the basis of:
  - (i) the ordinary working hours to be worked by the employee; and
  - (ii) the amounts payable to the employee for the hours including for example allowances, loadings and penalties; and
  - (iii) any other amounts payable under the employee's employment contract.
- (e) The period of notice in this clause shall not apply in the case of dismissal for misconduct or other grounds that justify instant dismissal, or in the case of a casual employee, or an employee engaged by the hour or day, or an employee engaged for a specific period or tasks.

##### *4.11.3 Notice of termination by employee*

The notice of termination required to be given by an employee shall be one week.

If an employee fails to give notice, the employer shall have the right to withhold monies due to the employee with a maximum amount equal to one week.

4.11.4 Annual leave or part thereof cannot be counted as notice of termination by either party.

4.11.5 The notice periods prescribed in clauses 4.11.2 and 4.11.3 may be altered by mutual agreement between the employer and employee.

##### *4.11.6 Time off during notice period*

During the period of notice of termination given by the employer, an employee shall be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. This time off shall be taken at times that are convenient to the employee after consultation with the employer.

## **4.12 Introduction of changes**

### *4.12.1 Employer's duty to notify*

- (a) Where an employer decides to introduce changes in production, program, organisation, structure or technology, that are likely to have significant effects on employees, the employer shall notify the employees who may be affected by the proposed changes and, where relevant, their Union or Unions.
- (b) 'Significant effects' includes 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 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 the Award makes provision for alteration of any of the matters referred to herein an alteration shall be deemed not to have significant effect.

### *4.12.2 Employer's duty to consult over change*

- (a) The employer shall consult the employees affected and, where relevant, their Union or Unions about the introduction of the changes, the effects the changes are likely to have on employees (including the number and categories of employees likely to be dismissed, and the time when, or the period over which, the employer intends to carry out the dismissals), and the ways to avoid or minimise the effects of the changes (e.g. by finding alternative employment).
- (b) The consultation must occur as soon as practicable after making the decision referred to in clause 4.12.1.
- (c) For the purpose of such consultation the employer shall provide in writing to the employees concerned and, where relevant, their Union or Unions, 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 any employer shall not be required to disclose confidential information, the disclosure of which would be adverse to the employer's interests.

## **4.13 Redundancy**

### *4.13.1 Consultation before terminations*

- (a) Where an employer decides that the employer no longer wishes the job the employee has been doing to be done by anyone, and this is not due to the ordinary and customary turnover of labour, and that decision may lead to termination of employment, the employer shall consult the employee directly affected and where relevant, their Union or Unions.
- (b) The consultation shall take place as soon as it is practicable after the employer has made a decision, which will invoke the provisions of clause 4.13.1(a) and shall cover the reasons for the proposed terminations, measures to avoid or minimise the terminations and/or their adverse effects on the employees concerned.
- (c) For the purpose of the consultation the employer shall, as soon as practicable, provide in writing to the employees concerned and, where relevant, their Union or Unions, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, the number of workers normally employed and the period over which the terminations are likely to be carried out:

Provided that any employer shall not be required to disclose confidential information, the disclosure of which would be adverse to the employer's interests.

### *4.13.2 Transfer to lower paid duties*

- (a) Where an employee is transferred to lower paid duties for reasons set out clause 4.13.1 the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment had been terminated under clause 4.11.
- (b) The employer may, at the employer's option, make payment in lieu thereof of an amount equal to the difference between the former amounts the employer would have been liable to pay and the new lower amount the employer is liable to pay the employee for the number of weeks of notice still owing.
- (c) The amounts must be worked out on the basis of:

- (i) the ordinary working hours to be worked by the employee; and
- (ii) the amounts payable to the employee for the hours including for example, allowances, loadings and penalties; and
- (iii) any other amounts payable under the employee's employment contract.

#### 4.13.3 *Transmission of business*

- (a) Where a business is, whether before or after the date of insertion of this clause in the Award transmitted from an employer (transmittor) to another employer (transmittee), and an employee who at the time of such transmission was an employee of the transmittor of the business, becomes an employee of the transmittee:
  - (i) the continuity of the employment of the employee shall be deemed not to have been broken by reason of such transmission; and
  - (ii) the period of employment which the employee has had with the transmittor or any prior transmittor shall be deemed to be service of the employee with the transmittee.
- (b) In clause 4.13.3, 'business' includes trade, process, business or occupation and includes a part or subsidiary (which means a corporation that would be taken to be a subsidiary under the Corporations Law, whether or not the Corporations Law applies in the particular case) of any such business and 'transmission' includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and 'transmitted' has a corresponding meaning.

#### 4.13.4 *Time off during notice period*

- (a) Where a decision has been made to terminate an employee in the circumstances outlined in clause 4.13.1, the employee shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- (b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

#### 4.13.5 *Notice to Centrelink*

Where a decision has been made to terminate employees in the circumstances outlined in clause 4.13.1, the employer shall notify Centrelink as soon as possible giving all relevant information about the proposed terminations, including a written statement of the reasons for the terminations, the number and categories of the employees likely to be affected, the number of workers normally employed and the period over which the terminations are intended to be carried out.

#### 4.13.6 *Severance pay*

- (a) In addition to the period of notice prescribed for ordinary termination in clause 4.11.2(a), and subject to further order of the Commission, an employee whose employment is terminated for reasons set out in clause 4.13.1(a), shall be entitled to the following amounts of severance pay:

| Period of Continuous Service                  | Severance Pay<br>(weeks' pay) |
|---|-------------------------------|
| Less than 1 year                              | nil                           |
| 1 year but not more than 2 years              | 4                             |
| More than 2 years but not more than 3 years   | 6                             |
| More than 3 years but not more than 4 years   | 7                             |
| More than 4 years but not more than 5 years   | 8                             |
| More than 5 years but not more than 6 years   | 9                             |
| More than 6 years but not more than 7 years   | 10                            |
| More than 7 years but not more than 8 years   | 11                            |
| More than 8 years but not more than 9 years   | 12                            |
| More than 9 years but not more than 10 years  | 13                            |
| More than 10 years but not more than 11 years | 14                            |
| More than 11 years but not more than 12 years | 15                            |
| More than 12 years                            | 16                            |

- (b) "Weeks' Pay" means the ordinary time rate of pay for the employee concerned:

Provided that the following amounts are excluded from the calculation of the ordinary time rate of pay: overtime, penalty rates, disability allowances, shift allowances, special rates, fares and travelling time allowances, bonuses and any other ancillary payments.

#### 4.13.7 *Superannuation benefits*

An employer may make an application to the Commission for relief from the obligation to make severance payments in circumstances where:

- (a) the employer has contributed to a superannuation scheme which provides a particular benefit to an employee in a redundancy situation; and
- (b) the particular benefit to the employee is over and above any benefit the employee might obtain from any legislative scheme providing for superannuation benefits (currently the federal Superannuation Guarantee levy) or an award based superannuation scheme.

#### 4.13.8 *Employee leaving during notice*

An employee whose employment is terminated for reasons set out in clause 4.13.1(a), may terminate such employment during the period of notice, and, if so, shall be entitled to the same benefits and payments under this clause had such employee remained with the employer until the expiry of such notice:

Provided that in such circumstances the employee shall not be entitled to payment in lieu of notice.

#### 4.13.9 *Alternative employment*

An employer, in a particular case, may make application to the Commission to have the general severance pay prescription amended if the employer obtains acceptable alternative employment for an employee.

#### 4.13.10 *Employees with less than one year's service*

Clause 4.13 shall not apply to employees with less than one year's continuous service and the general obligation on employers should be no more than to give relevant employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.

#### 4.13.11 *Employees exempted*

Clause 4.13 shall not apply:

- (a) where employment is terminated as a consequence of misconduct on the part of the employee; or
- (b) to employees engaged for a specific period or task(s); or
- (c) to casual employees.

#### 4.13.12 *Employers exempted*

Subject to an order of the Commission, in a particular redundancy case, clause 4.13 shall not apply to an employer that employs employees working a total of fewer than 550 hours on average per week, excluding overtime, Monday to Sunday. The 550 hours shall be averaged over the previous 12 months.

#### 4.13.13 *Exemption where transmission of business*

- (a) The provisions of clause 4.13.6 are not applicable where a business is before or after the date of the insertion of this clause into the Award, transmitted from an employer (transmittor) to another employer (transmittee), in any of the following circumstances:
  - (i) where the employee accepts employment with the transmittee which recognises the period of continuous service which the employee had with the transmittor, and any prior transmittor, to be continuous service of the employee with the transmittee; or
  - (ii) where the employee rejects an offer of employment with the transmittee:
    - (A) in which the terms and conditions are substantially similar and no less favourable, considered on an overall basis, than the terms and conditions applicable to the employee at the time of ceasing employment with the transmittor; and
    - (B) which recognises the period of continuous service which the employee had with the transmittor and any prior transmittor to be continuous service of the employee with the transmittee.
- (b) The Commission may amend clause 4.13.13(a)(ii) if it is satisfied that it would operate unfairly in a particular case, or in the instance of contrived arrangements.

#### 4.13.14 Incapacity to pay

An employer in a particular redundancy case may make application to the Commission to have the general severance pay prescription amended on the basis of the employer's incapacity to pay.

#### 4.14 Continuity of service - transfer of calling

In cases where a transfer of calling occurs, continuity of service should be determined in accordance with sections 67-71 of the Act as amended from time to time.

### PART 5 - WAGES AND WAGE RELATED MATTERS

#### 5.1 Classifications and wage rates and allowances

##### 5.1.1 Wage rates

- (a) The minimum weekly rates of pay for employees in the Southern Division, Eastern District working in Other Than Outside School Hours Care and Vacation Care will be as set out hereunder:

Wage rates per week - Other Than Outside School Hours Care and Vacation Care

| Classification             |                    |        | \$       |
|----------------------------|--------------------|--------|----------|
| Assistant CSW              | Unqualified        | Year 1 | 746.00   |
| Assistant CSW              | Unqualified        | Year 2 | 769.00   |
| Assistant CSW              | Unqualified        | Year 3 | 793.00   |
|                            |                    |        |          |
| Children's Services Worker | 1 Yr Qual          | Year 1 | 842.00   |
| Children's Services Worker | 1 Yr Qual          | Year 2 | 860.00   |
| Children's Services Worker | 1 Yr Qual          | Year 3 | 878.00   |
|                            |                    |        |          |
| Group Leader               | 1 Yr Qualified     | Year 1 | 919.00   |
| Group Leader               | 1 Yr Qualified     | Year 2 | 934.00   |
| Group Leader               | 1 Yr Qualified     | Year 3 | 948.50   |
|                            |                    |        |          |
| Group Leader               | 2 Yr Qualified     | Year 1 | 996.00   |
| Group Leader               | 2 Yr Qualified     | Year 2 | 1,010.50 |
| Group Leader               | 2 Yr Qualified     | Year 3 | 1,025.50 |
|                            |                    |        |          |
| Group Leader               | 3 Yr Qualified     | Year 1 | 1,025.50 |
| Group Leader               | 3 Yr Qualified     | Year 2 | 1,025.50 |
|                            |                    |        |          |
| Assist Director            | 2 Yr Qualified     | Year 1 | 1,037.50 |
| Assist Director            | 2 Yr Qualified     | Year 2 | 1,049.00 |
| Assist Director            | 2 Yr Qualified     | Year 3 | 1,061.00 |
|                            |                    |        |          |
| Assist Director            | 3 Yr Qualified     | Year 1 | 1,072.50 |
| Assist Director            | 3 Yr Qualified     | Year 2 | 1,084.50 |
|                            |                    |        |          |
| Director                   | 2 Yr Qualified     | Year 1 | 1,131.50 |
| Director                   | 2 Yr Qualified     | Year 2 | 1,146.50 |
| Director                   | 2 Yr Qualified     | Year 3 | 1,167.00 |
| Director                   | 2 Yr Qualified     | Year 4 | 1,185.00 |
|                            |                    |        |          |
| Director                   | Min 3 Yr Qualified | Year 1 | 1,167.00 |
| Director                   | Min 3 Yr Qualified | Year 2 | 1,185.00 |
| Director                   | Min 3 Yr Qualified | Year 3 | 1,205.00 |
| Director                   | Min 3 Yr Qualified | Year 4 | 1,225.50 |
| Director                   | Min 3 Yr Qualified | Year 5 | 1,246.50 |
| Director                   | Min 3 Yr Qualified | Year 6 | 1,267.00 |
| Director                   | Min 3 Yr Qualified | Year 7 | 1,282.00 |
| Director                   | Min 3 Yr Qualified | Year 8 | 1,297.00 |
| Director                   | Min 3 Yr Qualified | Year 9 | 1,308.50 |



(b) The minimum rates of pay for employees working in the Southern Division Eastern District in Outside School Hours Care and Vacation Care will be as set out hereunder:

Wage rates per week - Outside School Hours Care and Vacation Care

| Classification             |                    |        | \$       |
|----------------------------|--------------------|--------|----------|
| Assistant CSW              | Unqualified        | Year 1 | 746.00   |
| Assistant CSW              | Unqualified        | Year 2 | 769.00   |
| Assistant CSW              | Unqualified        | Year 3 | 793.00   |
|                            |                    |        |          |
| Children's Services Worker | 1 Year Qualified   | Year 1 | 842.00   |
| Children's Services Worker | 1 Year Qualified   | Year 2 | 860.00   |
| Children's Services Worker | 1 Year Qualified   | Year 3 | 878.00   |
|                            |                    |        |          |
| Asst Coordinator+          | Qualified-Lge Serv | Year 1 | 1,037.50 |
| Asst Coordinator+          | Qualified-Lge Serv | Year 2 | 1,049.00 |
|                            |                    |        |          |
| Coordinator                | Unqualified        | Year 1 | 1,037.50 |
| Coordinator                | Unqualified        | Year 2 | 1,049.00 |
| Coordinator                | Unqualified        | Year 3 | 1,066.50 |
|                            |                    |        |          |
| Coordinator*               | Qualified-Sml Serv | Year 1 | 1,084.50 |
| Coordinator*               | Qualified-Sml Serv | Year 2 | 1,108.00 |
|                            |                    |        |          |
| Coordinator+               | Qualified-Lge Serv | Year 1 | 1,131.50 |
| Coordinator+               | Qualified-Lge Serv | Year 2 | 1,146.50 |
| Coordinator+               | Qualified-Lge Serv | Year 3 | 1,167.00 |
| Coordinator+               | Qualified-Lge Serv | Year 4 | 1,185.00 |

- \* A "Small Service" is an appropriately licensed Service accommodating up to 59 children at any time of the day.
- + A "Large Service" is an appropriately licensed larger Service accommodating 60 or more children at any time of the day.

The rates of pay in this Award are intended to include the arbitrated wage adjustment payable under the 1 September 2016 Declaration of General Ruling and earlier Safety Net Adjustments and arbitrated wage adjustments. This arbitrated wage adjustment may be offset against any equivalent amount in rates of pay received by employees whose wages and conditions of employment are regulated by this Award which are above the wage rates prescribed in the Award. Such payments include wages payable pursuant to certified agreements, currently operating enterprise flexibility agreements, award amendments to give effect to enterprise agreements and overaward arrangements. Absorption which is contrary to the terms of an agreement is not required.

Increases made under previous State Wage Cases or under the current Statement of Principles, excepting those resulting from enterprise agreements, are not to be used to offset arbitrated wage adjustments.

(c) Translation

In implementing the amendments to this Award arising from the QIRC decisions of 24 March 2006 and 27 June 2006, employees are to receive the wage rate consistent with the classification and paypoint to which they were entitled immediately prior to such amendments.

(d) No employee (qualified or unqualified) shall suffer any reduction in pay as the result of the introduction of the above structure and/or wage rates.

(e) *Wage Rates - Teachers*

|               | Per week<br>\$ |
|---------------|----------------|
| <b>Band 1</b> |                |
| Step 1        | 861.50         |
| Step 2        | 878.00         |
| Step 3        | 898.00         |
| Step 4        | 918.50         |
| <b>Band 2</b> |                |

|                   | Per week<br>\$ |
|-------------------|----------------|
| Step 1            | 936.50         |
| Step 2            | 971.50         |
| Step 3            | 1,006.00       |
| Step 4            | 1,040.50       |
| Step 5            | 1,073.00       |
| <br><b>Band 3</b> |                |
| Step 1            | 1,100.00       |
| Step 2            | 1,128.50       |

5.1.2 (a) *Access from Band 2 to Band 3 for 3 Year Trained Teachers after 29 April 1996 -*

- (i) A Teacher will progress to Step 1 of Band 3 after serving one year on the 5<sup>th</sup> Step of Band 2 and then by biennial increments after completing 2 years' service at Step 1, the Teacher may progress to the 2<sup>nd</sup> step of Band 3.
- (ii) Teachers may accelerate this progression by performing a minimum of 60 hours professional development activity. Where there is disagreement between the employee and the employer in relation to the accelerated progression, the employee will submit a portfolio of these activities and any other relevant matters material to the Union/Employer Validation Committee for assessment.
- (iii) Teachers may undertake an appropriate additional year of formal training which will entitle them to move to the appropriate Step on the scale that relates to their years of experience up to the maximum of Band 3 Step 2.
- (iv) Unless a Teacher moves from the old salary scale to Band 3 in the new salary scale in translocation, they may not move to Band 3 earlier than 30 September 1996.
- (v) Credit for professional development activities will be given if those activities occurred in the 2 years prior to 29 April 1996, if these activities can be appropriately documented to the satisfaction of the Union/Employer Validation Committee.
- (vi) A Teacher 3 Year Trained will keep a portfolio of their professional development activities which will be validated by a Union/Employer Validation Committee before the employee is entitled to move between Bands 2 and 3.

(b) *Annual progression*

Except as otherwise provided in clause 5.1.2(a) above, progression from one salary Step to a higher salary Step will be by annual increment.

(c) *Teacher (3 Year Trained)*

A Teacher (3 Year Trained) will commence on the 1st Step of Band 1 and progress by annual increment subject to 5.1.2(a).

(c) *Teacher (4 Year Trained)*

- (i) A Teacher (4 Year Trained) will commence on the 1st Step of Band 2 and will progress by annual increment to the 2nd Step of Band 2 and will progress by annual increment to the 2nd Step of Band 3.
- (ii) A Teacher (4 Year Trained) who has an approved Bachelors Degree with 1st or 2nd Class Honours, or a higher degree or two approved degrees from a recognised University and one year of teacher training will commence on the 2nd Step of Band 2.
- (iii) A Teacher (3 Year Trained) who obtains an approved degree from a recognised University or an approved equivalent tertiary qualification will be appointed as Teacher (4 Year Trained) with the same years of service.

5.1.3 In the event that an employee holds a qualification which is not recognised by the employer, that employee will have recourse to a Joint Union/Employer Validation Committee as defined in clause 1.3 which will assess the qualifications for the purposes of determining the relevant classification and wage level. Assistance may also be provided, upon request, by the Department of Communities, Child Safety and Disability Services.

5.1.4 No employee should receive a lesser wage rate as a result of the upgrading of qualifications.

### 5.1.5 Juniors

- (a) The junior rates prescribed in clause 5.1.5 will apply to the positions of Assistant Children's Services Worker - Unqualified and Children's Services Worker - 1 year qualified.
- (b) Junior employees -

|                              | % of appropriate adult rate |
|------------------------------|-----------------------------|
| 17 and under 18 years of age | 55                          |
| 18 and under 19 years of age | 65                          |
| 19 and under 20 years of age | 75                          |
| 20 years of age              | 85                          |

*Calculation of rates* - The rates of pay applying to junior employees will be calculated in multiples of 10 cents, with any result of 5 cents or more being adjusted to the next highest 10 cent multiple.

### 5.1.6 Increments -

- (a) *Annual Salary Increments* - Employees will be entitled to annual salary increments as specified in clause 5.1.1, being subject to increments for part-time and casual employees in accordance with clause 4.5.6 for their appropriate classification. All employees will receive increments in salary according to the scale of salaries under this Award up to the maximum rate, subject to satisfactory conduct, diligence and efficiency.
- (b) *Accumulation Toward Increments (other than Teachers)* - For the purpose of the introduction of the incremental salary scale years of service will begin to accumulate from 1 September 1991.
- (c) *Continuous Service* - For the purpose of determining the incremental level within a classification, total continuous service within the child care industry as defined in the Child Care Legislation or in a kindergarten or other child care centre as defined in the Child Care Legislation within Australia, will be counted effective from 1 September 1991. Employees moving from one classification level up to another will commence on the first year of service rate of that higher classification.
- (d) *Disputes re Incremental Level* - Any dispute relating to appropriate incremental level will be referred in the first instance to the Joint Validation Committee as defined in clause 1.3 (Definitions).
- (e) *Credit for Previous Experience* -

- (i) An employee who has been away from the Child Care Industry for 3 years or less will return at the same level of experience at which the employee was at when leaving the industry.

For any absence of 3 years or part thereof over and above the period of 3 years referred to in clause 5.1.6(e), one year will be deducted from the actual years of experience fulfilled.

- (ii) A teacher on a second or subsequent engagement will be given full credit for previous experience in any educational institution, creche or child care centre for which the required qualification is a Kindergarten Teacher's Diploma or the equivalent (within Australia).
- (iii) Following termination of employment for any reason an employer will, upon demand, supply to a former employee a certificate of service, in writing, which certificate will amongst other things, specify the period of service of such employee and the classification level at which such employee was employed from time to time.

### 5.1.7 Salary Packaging

Notwithstanding the salary rates specified in this Award, where agreed between the employer and an employee, as signified by the written consent of the employee, the employer may introduce remuneration packaging in respect of salary (including any negotiated salary allowable). The terms and conditions of such a package shall not, when viewed objectively, be less favourable than the entitlements otherwise available under this Award and shall be subject to the following provisions:

- (a) the employer shall ensure that the structure of any agreed package complies with taxation and other relevant laws;
- (b) the terms and conditions of which shall be in writing and signed by both the employer and employee, shall detail the components of the total remuneration package for the purpose of this agreement;
- (c) the employee may package up to the maximum gross allowable under the Australian taxation legislation;

- (d) the configuration of the remuneration package shall remain in force for the period agreed between the employee and the employer;
- (e) where at the end of the agreed period the full amount allocated to a specific benefit has not been utilised, by agreement between the employer and the employee, any unused amount may be carried forward to the next period or paid as salary which will be subject to usual taxation requirements;
- (f) notwithstanding any of the above arrangements, the employee may cancel any salary packaging arrangement by giving one month's notice of cancellation. The employer must give the employee 3 months' notice of cancellation;
- (g) in the event of a change in legislation which nullifies or reduces the benefits of salary packaging to the detriment of employees' conditions as agreed, all salary packaging arrangements shall be terminated and individual employees' wages will revert to the relevant Agreement rates of pay. The agreement will then be subject to re-negotiations;
- (h) the calculation of the entitlements concerning sick leave, occupational superannuation and annual leave loading will be based on the value of the employee's total wage as outlined in the wage clause of the relevant Award;
- (i) should a staff member cease employment during the term of this agreement, any unused Salary Sacrifice Benefit will either be paid to one of the nominated allowable items or shall be converted to normal payable gross wages and paid out on termination, attracting the appropriate taxation.

## 5.2 Allowances

### 5.2.1 Broken shift allowance

Employees, other than casual employees, required to report to work twice per day will be paid the following extra rate:

|                        | Per Day |
|------------------------|---------|
|                        | \$      |
| Broken Shift Allowance | 13.52   |

### 5.2.2 Travel allowance

Where an employee is required to use a private motor vehicle on official business, such employee will be paid a travel allowance of 30 cents per kilometre.

### 5.2.3 Telephone allowance

Employees required to make business calls on their private telephone or on a public telephone will be reimbursed the cost of such call.

## 5.3 Divisional and district parities

- (a) *Adults* - Adult employees employed outside the Eastern District of the Southern Division will be paid the following amounts in addition to the rates of wages prescribed by clause 5.1 (Wage Rates) for employees employed within that District:

| Per Week                            | \$   |
|-------------------------------------|------|
| Northern Division, Eastern District | 1.05 |
| Northern Division, Western District | 3.25 |
| Mackay Division                     | 0.90 |
| Southern Division, Western District | 1.05 |

- (b) *Juniors* - Junior employees likewise situated will be paid, in addition to the rates of wages prescribed by clause 5.1.5(b), amounts calculated by applying the scale of percentages set out in clause 5.1.5(b) to the prescriptions contained in clause 5.3(a).

## 5.4 Payment of wages

- 5.4.1 Wages will be paid either weekly or fortnightly in the employer's time and any employee who is not paid within 15 minutes from the time specified will be deemed to be working during the time such employee is kept waiting:

Provided that clause 5.4.1 will not apply under circumstances beyond the control of the employer.

5.4.2 Wages will be paid by electronic funds transfer into the employee's nominated account where this is mutually agreeable between the employer and the majority of the employees.

## **5.5 Occupational superannuation**

5.5.1 The employer will make payments on behalf of each employee Occupational Superannuation in accordance with the Declaration of Policy made by the Full Bench of the Commission on 29 September 1989 (132 QGIG 1105-111) as updated by the decision of the Full Bench of 29 August 1995 (150 QGIG 284-290) and in accordance with Commonwealth laws as enacted from time to time. Where there is inconsistency between the Declaration of Policy and Commonwealth law, the employer will make payments in accordance with the provisions of the Commonwealth law.

### *5.5.2 Approved Funds*

For the purposes of the abovementioned Declaration of General Ruling and this Award an Approved Fund will be:-

- (a) The Health Employees Superannuation Trust of Australia (HESTA) administered by National Mutual Life Association of Australia
- (b) Queensland Independent Education and Care Superannuation Trust (QIEC);
- (c) National Mutual Tailored Superannuation Fund;
- (d) Sunsuper; or
- (e) any named Fund as is agreed to between the relevant employer/Union(s) parties to this Award and as recorded in an approved Certified Agreement;
- (f) in the case of a minority group of employees of a particular employer, any Industry, Multi-Industry or other Fund which has been approved in an award of, or an agreement approved by, an Industrial Tribunal, whether State or Federal jurisdiction, and already has practical application to the majority of Award employees of the employer;
- (g) any Fund agreed between an employer and an employee who holds a Certificate issued pursuant to the Child Care Act 1991, where membership of a Fund cited in an award would be in conflict with the conscientious beliefs of that employee;
- (h) in relation to any particular employer, any other established Fund to which that employer was already actually making regular and genuine contributions in accordance with clause 5.5.1, on behalf of at least a significant number of that employer's employees covered by this Award as at 31 December 1996, and continues to make such contributions:

Provided that the making of a deposit or other contributions subsequent to 31 December 1996 but on a retrospective basis, in respect of any period up to and including 31 December 1996, will not under any circumstances bring a Fund within the meaning of this provision. The mere signing and submission of any nomination for membership documents to Trustees of a Fund prior to 31 December 1996 does not bring a Fund within the meaning of this provision.

- 5.5.3 (a) The employer and employee may agree to have the employee's superannuation contributions made to an approved superannuation fund, other than those specified in this Award.
- (i) Any such agreement must be recorded in writing and signed by the employer and employee and kept on the employee's file.
  - (ii) A person must not coerce someone else to make an agreement.
  - (iii) Such agreement, where made, will continue until such time as the employer and employee agree otherwise, and shall be made available to relevant persons for the purposes of sections 371 and 373 (inspection of time and wage records) of the Act.
  - (iv) Any dispute arising out of this process will be handled in accordance with the grievance and dispute settling procedure as contained in clause 31.

### *5.5.4 Exclusions*

Where employees subject to this Award are employed by an employer subject to any of the following Queensland legislation, employer contributions shall be made in accordance with such Queensland legislation:

- (a) *Superannuation (State Public Sector) Act 1990* (and associated Deed, Notice and Regulation); and  
(b) *Local Government Act 2009* and the *Local Government (Operations) Regulation 2010*.

Provided that Local Governments and their Entities employing persons defined as being "non-contributory members of the LG Super Scheme" pursuant to s. 223 of the *Local Government Act 2009*, shall on behalf of such employees, contribute an amount to the LG Super Scheme that must be made to avoid being required to pay the superannuation guarantee charge under the *Superannuation Guarantee (Administration) Act 1992* in respect of such employees.

Where federal legislation provides for choice of fund rights to such employees where their employer is subject to the abovementioned Queensland legislation, and that employee fails to elect which superannuation fund to which the employer contributions are directed, the employer will direct contributions to such fund as prescribed by the abovementioned Queensland legislation.

## **PART 6 - HOURS OF WORK, BREAKS, OVERTIME, SHIFTWORK, WEEKEND WORK**

### **6.1 Hours of work**

#### *6.1.1 Hours of Work - Other than Outside School Hours and Vacation Care -*

- (a) (i) The ordinary hours of work excluding meal breaks will be an average of 38 hours per week to be worked as follows:

38 hours within a work cycle not exceeding 7 consecutive days; or  
76 hours within a work cycle not exceeding 14 consecutive days; or  
152 hours within a work cycle not exceeding 28 consecutive days.

- (ii) The 38 hour week will be based on one of the following:

by employees working less than 8 ordinary hours each day; or  
by employees working less than 8 ordinary hours one or more days each work cycle; or  
by fixing one or more work days on which all employees will be off during a particular work cycle; or  
by rostering employees off on various days of the week during a particular work cycle, so that each employee has one work day off during that cycle.

The method of implementation of the 38 hour week shall be agreed between the employer and the majority of employees in accordance with Appendix A to this Award.

- (iii) Where the arrangement of ordinary hours of work provides for a rostered day off, the employer and the majority of employees concerned, may agree to accrue up to a maximum of 5 rostered days off. Where such agreement has been reached, the accrued rostered days off will be taken within 12 calendar months of the day on which the first rostered day off was accrued.

- (b) Except as hereinafter provided, such ordinary working hours will be worked between 6.00 a.m. and 7.00 p.m. on Monday to Friday inclusive and will not exceed 8 ordinary hours per day.

- (c) An employee may, by agreement with the employer, work up to a maximum of 10 ordinary hours per day.

- (d) The Union may agree in writing with any employer upon ordinary working hours to be worked outside the time specified in clause 6.1.1(a).

- (e) Non-Contact Time - Teachers -

- (i) Full-time Teachers will not be required to teach an Educational Program for children for more than 27 1/2 hours per week. Subject to clause 6.1.1(f)(ii) Teachers may be engaged in supervising children during their remaining ordinary hours of duty.

- (ii) Teachers will be provided with 2 hours of paid time per week to plan and prepare the educational programs which they are required to deliver and to give guidance, advice and assistance to other staff within Child Care Centres in the preparation and conduct of their developmental programs. The 2 hours per week is not to be part of the 27.5 hours per week that a Teacher may be required to teach. The Teacher is to be free of all other duties during this planning and preparation time.

#### *6.1.2 Hours of Work - Outside School Hours Care and Vacation Care -*

- (a) Outside School Hours Care -

- (i) The ordinary working hours will not exceed 38 hours in any one week and will be worked Monday to Friday inclusive.
  - (ii) An employee other than a full-time employee will be engaged for a minimum period of 2 hours per day:  
Provided that the 2 hours may be broken into 2 periods of not less than 1 hour.
  - (iii) Such ordinary working hours will be worked between the hours of 6.00 a.m. and 7.00 p.m. for which the Broken Shift Allowance specified in clause 5.2.1 will be paid if employees report for work twice per day.
  - (iv) Where co-ordinators are required wholly or mainly to supervise children during the operative hours of the program and are required to perform administrative duties in relation to the Outside School Hours Care program, they will be employed for additional time to perform these duties. This additional time will be the equivalent of not less than 15 minutes per hour, for each hour of contact time with the children.
  - (v) Where employees are required to prepare equipment and facilities for the Outside School Hours Care program, they will be allowed adequate paid time to perform these duties.
- (b) Vacation Care -
- (i) The ordinary working hours will be worked continuously excluding meal breaks and will not exceed 38 hours in any one week:  
Provided that where there is agreement between the employer and the employee the ordinary working hours will not exceed 10 in any one day.
  - (ii) Such ordinary working hours will be worked between 6.00 a.m. and 7.00 p.m. Monday to Friday, inclusive.
  - (iii) Where employees are required to prepare equipment and facilities, or perform administrative duties for the Vacation Care program they will be allowed adequate paid time to perform these duties.

### 6.1.3 *Rosters* -

Where the employer prescribes the ordinary working hours for employees by way of a roster, 12 hours' notice of any change of roster will be provided to the employees:

Provided however, that in the cases of sickness, unplanned absenteeism or where the employer and the employees concerned mutually agree, the roster may be changed with less than 12 hours' notice.

## **6.2 Overtime**

- 6.2.1 Except as hereinafter provided, all time required to be worked outside or in excess of the ordinary hours of work prescribed by this Award, or outside of an employee's usual commencing and ceasing times, will be deemed to be overtime and will be paid for at the rate of time and a half for the first 3 hours and double time thereafter.
- 6.2.2 All overtime worked on a Sunday will be paid for at the rate of double time, and all overtime worked on a Saturday or Sunday will be paid for with a minimum payment as for 2 hours' work.
- 6.2.3 An employee recalled from home to work overtime, after having left the premises of the employer, will be paid a minimum of 2 hours at overtime rates.
- 6.2.4 In the computation of overtime payments, any part of a quarter of an hour worked on any one day will count as a full quarter-hour worked.
- 6.2.5 In lieu of the provisions contained in clauses 6.2.1, 6.2.2, 6.2.3 and 6.2.5 above, the employer and an employee may agree that overtime may be taken as time off in lieu of payment.
- 6.2.6 Where there is agreement for the taking of time off in lieu of overtime, such time off will be calculated on a time for time basis according to the number of overtime hours that the employee worked. Such time off in lieu will be taken at a mutually agreed time within 30 days of accrual:

Provided that where an employee terminates or is terminated, payment of any accrued time off in lieu will be paid at the appropriate overtime rate. Subject to mutual agreement between the employer and the employee directly affected, the time off in lieu may be added to an employee's annual leave. A record of time accrued and time taken off in lieu will be kept by the employer.

6.2.7 A maximum of 4 hours per day calculated in accordance with clause 6.2.6 above and 12 hours per week may be taken as time off in lieu.

### **6.3 Meal breaks**

6.3.1 Except as hereinafter provided when an employee is employed for at least 6 hours, such employee will be allowed not less than 30 minutes and not more than one hour for a meal not later than 5 hours after commencing work:

Provided that in lieu of the foregoing, by mutual agreement between an employee and the employer an employee may be allowed a paid crib break of one-half hour, such period to be counted as time worked where the employee may be required to supervise children.

6.3.2 If an employee is required to work through the meal period, other than as prescribed in the proviso to clause 6.3.1, the time worked will be deemed to be overtime and paid for at the rate of double time and such double time payment will continue until such time as the employee finishes work or is allowed a half-hour meal break for which no deduction of pay will be made.

6.3.3 Any employee who is required to continue working for more than 2 hours beyond the ordinary ceasing time will be provided with an adequate meal by the employer or paid an amount of \$12.10 in lieu thereof:

Provided that where an employee has provided their own meal because of receipt of notice to work overtime and such overtime is not worked, they will be paid \$12.10 for any meal so provided.

### **6.4 Rest pauses**

6.4.1 *Weekly employees* - Weekly employees will receive a rest pause of 10 minutes' duration in the first half and the second half of each day worked.

6.4.2 *Casual employees* - Casual employees who work a minimum of 4 consecutive ordinary hours but less than 7.6 consecutive ordinary hours, will receive a rest pause of 10' minutes duration. Employees who work a minimum of 7.6 consecutive ordinary hours will receive a rest pause of 10 minutes' duration in the first half and the second half of the period worked.

6.4.3 Rest pauses will be taken in the employer's time.

6.4.4 Rest pauses will be taken at times to suit the employer and where the employees agree the rest pauses may be combined so that the employee has one rest pause of 20 minutes' duration each day.

### **6.5 Start and finish times**

Employers and employees will strictly adhere to start and finish times.

### **6.6 Payment for meetings**

6.6.1 In each calendar month, where an employee is expected by the employer to attend a meeting or meetings, outside of the employee's ordinary paid working hours and/or usual commencing or ceasing time, such attendance shall be paid for at a minimum rate of:

(a) single time for the first 1 1/2 hours;

(b) time and a half for all time in excess of 1 1/2 hours and up to and including 3 hours;

(c) double time for all time in excess of 3 hours; or

(d) the actual remuneration being paid for such attendance by the employer prior to 27 June 2006, whichever is the greater.

6.6.2 In clause 6.6, "meeting" includes, but is not limited to, staff meetings, meetings to discuss accreditation requirements, meetings with parents and meetings where training is delivered.

## **PART 7 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS**

### **7.1 Annual leave**

7.1.1 *Period of annual leave* -

Every employee (other than a casual employee) covered by this Award will at the end of each year of employment be entitled to 4 weeks annual leave on full pay as set out hereunder.



Unless the employee will otherwise agree, the employer will give the employee at least 14 days' notice of the date from which annual leave will be taken.

Such annual leave will be exclusive of any public holiday which may occur during the period of that annual leave and will be paid by the employer in advance -

- (a) in the case of any and every employee in receipt immediately prior to that leave of ordinary pay at a rate in excess of the ordinary rate payable under this Award at the excess rate; and
- (b) In every other case, at the ordinary rate payable to the employee concerned immediately prior to that leave under this Award.

If the employment of any employee is terminated at the expiration of a full year of employment, the employer will be deemed to have given the holiday to the employee from the date of the termination of the employment and will forthwith pay to the employee, in addition to all other amounts due, such employee's pay, calculated in accordance with clause 7.1.2, for 4 weeks and also such employee's ordinary pay for any public holiday occurring during such period of 4 weeks.

If the employment of any employee is terminated before the expiration of a full year of employment, such employee will be paid in addition to all other amounts due, an amount equal to 1/12th of such employee's pay for the period of employment calculated in accordance with clause 7.1.2.

Except as hereinbefore provided it will not be lawful for the employer to give or for any employee to receive payment in lieu of annual leave.

Part-time employees will be entitled to *pro rata* annual leave based upon the average number of hours worked per week.

#### 7.1.2 Calculation of annual leave Pay -

In respect to annual leave entitlements to which clause 7.1 applies, annual leave pay (including any proportionate payments) will be calculated as follows:

- (a) *All employees* - Subject to provisions of clause 7.1.2(b), in no case will the payment by an employer to an employee be less than the sum of the following amounts:
  - (i) The employee's ordinary wage rate as prescribed by the Award for the period of the annual leave.
  - (ii) A further amount calculated at the rate of 17 1/2% of the amounts referred to in clauses 7.1.2(a)(i).
- (b) The provisions of clause 7.1.2(a) will not apply to:
  - (i) Any period or periods of annual leave exceeding 4 weeks.
  - (ii) Employers (and their employees) who are already paying or receiving an annual leave bonus, loading or other annual leave payment which is not less favourable to employees.

## 7.2 Sick leave

### 7.2.1 Entitlement

- (a) Every employee, except casuals and school-based apprentices and trainees, is entitled to 60.8 hours' sick leave for each completed year of their employment with their employer:

Provided that part-time employees accrue sick leave on a proportional basis.
- (b) This entitlement will accrue at the rate of 7.6 hours' sick leave for each 6 weeks of employment.
- (c) Payment for sick leave will be made based on the number of hours which would have been worked if the employee were not absent on sick leave.
- (d) Sick leave may be taken for part of a day.
- (e) Sick leave shall be cumulative, but unless the employer and employee otherwise agree, no employee shall be entitled to receive, and no employer shall be bound to make, payment for more than 13 weeks' absence from work through illness in any one year.

### 7.2.2 *Employee must give notice*

The payment of sick leave is subject to the employee promptly advising the employer of the employee's absence and its expected duration.

### 7.2.3 *Evidence supporting a claim*

When the employee's absence is for more than 2 days the employee is required to give the employer a doctor's certificate, or other reasonably acceptable evidence to the employer's satisfaction, about the nature and approximate duration of the illness.

### 7.2.4 *Accumulated sick leave*

An employee's accumulated sick leave entitlements are preserved when:

- (a) The employee is absent from work on unpaid leave granted by the employer;
- (b) The employer or employee terminates the employee's employment and the employee is re-employed within 3 months;
- (c) The employee's employment is terminated because of illness or injury and the employee is re-employed by the same employer without having been employed in the interim.

The employee accumulates sick leave entitlements whilst absent from work on paid leave granted by the employer.

### 7.2.5 *Workers' compensation*

Where an employee is in receipt of workers' compensation, the employee is not entitled to payment of sick leave.

### 7.2.6 *Absenteeism counselling*

Where an employer identifies an employee who is taking higher than average sick leave entitlements, the employer may implement the following procedure:

Contact the Union or the employee's nominated representative and within one month the Union organiser or other officer of the Union will be available to conduct a counselling session jointly with the employer representative for the employee in question.

### 7.2.7 *Single day absences*

An employee will not be entitled to single days of paid sick leave on more than 3 occasions in any one year of service unless the employee produces to the employer (immediately upon return to work) a certificate from a qualified medical practitioner to the effect that the employee is unfit for duty on account of personal illness or injury by accident.

## **7.3 Bereavement leave**

### 7.3.1 *Full-time and part-time employees*

Full-time and part-time employees shall, on the death of a member of their immediate family or household, be entitled to paid bereavement leave up to and including the day of the funeral of such person. Such leave shall be without deduction of pay for a period not exceeding the number of hours worked by the employee in 2 ordinary days of work. Proof of such death is to be furnished by the employee to the satisfaction of the employer.

### 7.3.2 *Long-term casual employees*

- (a) A long-term casual employee is entitled to at least 2 days' unpaid bereavement leave on the death of a member of the person's immediate family or household.
- (b) A "long-term casual employee" is a casual employee engaged by a particular employer, on a regular and systematic basis, for several periods of employment during a period of at least one year immediately before the employee seeks to access an entitlement under clause 7.3.2.

### 7.3.3 "Immediate family" includes:

- (a) A spouse (including a former spouse, a *de facto* spouse and a former *de facto* spouse, spouse of the same sex) of the employee; and

- (b) A child or an adult child (including an adopted child, a foster child, an ex-foster child, a stepchild or an ex-nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee.

#### 7.3.4 Unpaid leave

An employee with the consent of the employer, may apply for unpaid leave when a member of the employee's immediate family or household dies and the period of bereavement leave entitlement provided above is insufficient.

### 7.4 Long service leave

All employees covered by this Award are entitled to long service leave on full pay under, subject to, and in accordance with, the provisions of Chapter 2, Part 3, sections 42-58 of the Act as amended from time to time.

Portability of long service leave entitlements for Local Government employees is provided pursuant to Division 4, Part 3, Chapter 5 - Administration of the *Local Government Operations Regulation 2010*.

### 7.5 Family leave

The provisions of the *Family Leave Award 2003* apply to and are deemed to form part of this Award.

Queensland Government employees shall receive conditions as contained in the *Family Leave (Queensland Public Sector) Award - State 2012*.

7.5.1 It is to be noted that:

- (a) part-time work can be performed by agreement in the circumstances specified in the *Family Leave Award 2003*;
- (b) a copy of the *Family Leave Award 2003* is required to be displayed in accordance with section 697 of the Act.

7.5.2 The *Family Leave Award 2003* also provides for the terms and conditions of leave associated with:

- (a) Maternity leave;
- (b) Spousal leave;
- (c) Adoption leave;
- (d) Surrogacy leave;
- (e) Part-time work;
- (f) Carer's leave;
- (g) Bereavement leave; and
- (h) Cultural leave.

### 7.6 Public holidays

7.6.1 All work done by any employee on:

- the 1st January;
- the 26th January;
- Good Friday;
- Easter Saturday (the day after Good Friday);
- Easter Monday;
- the 25th April (Anzac Day);
- The Birthday of the Sovereign;
- Christmas Day;
- Boxing Day; or
- any day appointed under the *Holidays Act 1983*, to be kept in place of any such holiday

will be paid for at the rate of double time and a-half with a minimum of 4 hours.

#### 7.6.2 Labour Day

All employees covered by this Award will be entitled to be paid a full day's wage for Labour Day (the first Monday in May or other day appointed under the *Holidays Act 1983*, to be kept in place of that holiday) irrespective of the fact that no work may be performed on such day and if any employee concerned actually works on Labour Day, such employee will be paid a full day's wage for that day and in addition a payment for the time actually worked at one and a-half times the ordinary rate prescribed for such work with a minimum of 4 hours.

### 7.6.3 Annual show

Subject to the provisions of clause 7.6.7, all work done by employees in a district specified from time to time by the Minister by notification published in the *Industrial Gazette* on the day appointed under *The Holidays Act 1983*, to be kept as a holiday in relation to the annual agricultural, horticultural or industrial show held at the principal city or town, as specified in such notification, of such district will be paid for at the rate of double time and a-half with a minimum of 4 hours:

In a district in which a holiday is not appointed for an annual agricultural, horticultural or industrial show, the employee and employer must agree on an ordinary working day that is to be treated as a show holiday for all purposes:

Provided that all time worked on any of the aforesaid holidays outside the ordinary starting and ceasing times prescribed by this Award for the day of the week on which such holiday falls will be paid for at double the rate prescribed by this Award for such time when worked outside the ordinary starting and ceasing times on an ordinary working day.

### 7.6.4 Double time and a-half

For the purposes of clause 7.6, where the rate of wages is a weekly rate, "double time and a-half" will mean one and a-half days wages in addition to the prescribed weekly rate, or *pro rata* if there is more or less than a day.

### 7.6.5 Part-time employees

A part-time employee who usually works on a day of the week on which a public holiday falls and is not required to work on that day, will be paid for the hours which would normally have been worked on that day.

### 7.6.6 Substitution

Notwithstanding the provisions of clause 7.6, the employer and the majority of employees involved may agree to substitute the public holidays usually observed as the local show day in clause 7.6.3 with another ordinary day and all work performed on the gazetted public holiday will be at ordinary rates and work performed on the substituted day will be deemed to be work performed on the public holiday and paid in accordance with clause 7.6.3.

### 7.6.7 Stand down

Any employee, with 2 weeks or more of continuous service, whose employment has been terminated by the employer or who has been stood down by the employer during the month of December, and who is re-employed in January of the following year, will be entitled to payment at the ordinary rate payable to that employee when they were dismissed or stood down, for any one or more of the following holidays, namely, Christmas Day, Boxing Day and the 1st January (New Year's Day).

## 7.7 Jury service

An employee, other than a casual employee, required to attend for jury service during their ordinary working hours shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of their attendance for such jury service and the ordinary pay the employee would have been paid if the employee was not absent on jury service.

Alternatively, by agreement, fees (other than meal allowance) received by the employee to attend jury service will be paid to the employer and the employer will continue to pay the employee their ordinary pay for the time the employee was absent on jury service.

Employees shall notify their employer as soon as practicable of the date upon which they are required to attend for jury service and shall provide their employer with proof of such attendance, the duration of such attendance and the amount received in respect thereof.

If the employee is not required to serve on a jury for a day or part of a day after attending for jury service and the employee would ordinarily be working for all or part of the remaining day, the employee must, if practicable, present for work at the earliest reasonable opportunity.

"Ordinary pay" means the rate of pay that an employee would normally expect to receive for working ordinary hours on an ordinary day of the week, including any over-award payment. "Ordinary pay" excludes overtime, penalty rates of all types - including those attaching to working ordinary hours (for example) on a Saturday, disability allowances, shift allowances, special rates, fares and travelling time allowances, bonuses and other ancillary payments of a like nature.

## **PART 8 - TRANSFERS, TRAVELLING AND WORKING AWAY FROM USUAL PLACE OF WORK**

NOTE: No provisions inserted in this Award relevant to this Part.

## **PART 9 - TRAINING AND RELATED MATTERS**

### **9.1 Training**

9.1.1 The parties to this Award recognise that in order to increase the efficiency and productivity of the enterprise and also the national and international competitiveness of the industries covered by this award, a greater commitment to training and skill development is required. Accordingly, the parties commit themselves to:

developing a more highly skilled and flexible workforce;

providing employees with career opportunities through appropriate training to acquire additional skills; and

removing barriers to the use of skills acquired.

### **9.2 Professional development leave - Teachers**

Teachers will be provided with 5 paid days per annum professional development leave in addition to annual leave.

Three of these days will be structured professional development days designated by the employer. A Teacher will be required to attend the equivalent of the other 2 days at a time mutually agreed between the Teacher and the employer.

### **9.3 Apprentices and trainees**

9.3.1 *Introduction of additional training and wage progression conditions for apprentices and trainees*

With the introduction of new training and wage progression structures, employers, the relevant Union/s, apprentices and trainees will co-operate to achieve its effective introduction.

This process will require the parties to:

familiarise themselves with the new training qualifications;

examine the outcomes and impact associated with the National review of the Community Services Training Package;

- (a) where relevant, transfer current employees, apprentices and trainees from their existing wage level to their appropriate new wage level;
- (b) ensure that the new training and wage progression structure is implemented;
- (c) ensure that students and apprentices and trainees who enter an apprenticeship or traineeship by way of conversion from a previous Training Contract are appropriately classified according to their qualification and aggregated periods of time served under previous Training Contracts or indenture;
- (d) identify and resolve any problems created by the transition;
- (e) inform their industrial representatives of any problems encountered or envisaged; and
- (f) resolve any difficulties or problems associated with the implementation of the new training and wage progression structure in accordance with - clause 3.1 (Grievance and dispute settling procedure);

9.3.3 *Objectives*

The objectives of this Part are to establish a training and wages framework for persons undertaking training or an apprenticeship or traineeship, including those apprenticeships and traineeships that are in accordance with qualifications within the Community Services Training Package approved or recognised by the Training Recognition Council.

It is acknowledged that the qualifications that support the child care industry are under continuous review and that they may result in amendments to this Part from time to time.

The arrangements within this Part are not to be regarded as a precedent in any other proceeding by any party or in any other proceeding whatsoever.

#### 9.3.4 Application

This Part will apply to all apprentices and trainees who are registered with the Training Recognition Council.

#### 9.3.5 Definitions

- (a) "Act" will mean the *Vocational Education, Training and Employment Act 2000* (for the purposes of clause 9.3)
- (b) "Community Services Training Package" will mean a series of industry based and nationally recognised qualifications, competency standards and assessment guidelines that are endorsed by the Australian Quality Training Framework. The Community Services Package may also be supported by non-endorsed components such as learning strategies, assessment resources and professional development materials.
- (c) "Competencies" will mean the units and elements of competence to be achieved by an apprentice or trainee as specified in the relevant Community Services Training Package qualification or other qualification approved by the Training Recognition Council.
- (d) "Part-Time Apprentice or Trainee" will mean an apprentice or trainee who undertakes an apprenticeship or traineeship on a part-time basis in accordance with clause 9.3.7(a).
- (e) "Qualification" will mean a qualification approved by the Training Recognition Council within the meaning of the *Child Care Act 2002* and issued by the relevant Supervising Registered Training Organisation.
- (f) "Recognition of Prior Learning" will mean the process whereby competencies already attained by an individual (for example, through formal and informal training, work or life experiences) can be assessed and recognised as fulfilling certain components or competencies of the qualification.
- (g) "School-based apprentice or trainee" will mean a secondary school student who is 17 years of age or older who has entered into a Training Contract with an employer that also involves an arrangement with the school and/or institution in accordance with clause 9.3.7(b).
- (h) "Supervising Registered Training Organisation" will mean an organisation such as a secondary school, TAFE or a private provider that meets the registration requirements within the *Child Care Act 2002* with respect to the delivery of particular qualifications and the assessment of the achievement of competence.
- (i) "Training Recognition Council" will bear the meaning and powers as defined in the *Child Care Act 2002*.
- (j) "Training Contract" will bear the meaning contained in the *Child Care Act 2002* and will include any other Training Contract or indenture recognised by the Training Recognition Council.
- (k) "Training Plan" will mean a structured plan to enable an apprentice or trainee to attain the competencies for a particular qualification. Training Plans will be developed by Supervising Registered Training Organisations, in conjunction with the employer and apprentice or trainee.
- (l) "Training Record" will bear the meaning within the *Child Care Act 2002*.

#### 9.3.6 Training conditions

The apprentice or trainee will be permitted by the employer to undertake a qualification in accordance with the provisions of the *Child Care Act 2002* and the delivery arrangements approved by the Training Recognition Council. This will involve progression through an individual Training Plan, which outlines agreed competencies, training methods and monitoring arrangements, which is developed in conjunction with the Supervising Registered Training Organisation.

On commencement the employer will request that the apprentice or trainee be assessed by the relevant Supervising Registered Training Organisation to determine the competencies possessed relative to the qualification to be undertaken. Such assessment outcomes will be identified in the apprentice's or trainee's Training Plan and/or Training Record.

Employers will provide adequate supervision for apprentices and trainees to the extent that each participant has the opportunity to ensure that all qualification outcomes are achieved. As a minimum, the ratio of adequately qualified supervisory staff to apprentices and trainees will be as follows:

one qualified staff member (at AQF certificate level III or above) to a maximum of 2 trainees (or full-time equivalent thereof); and/or

one qualified staff member (at Diploma level or above) for each apprentice (or full-time equivalent).

In clause 9.3.6, supervisory staff will possess a qualification that is consistent with child care legislation for the classifications of:

- Group leader;
- Assistant Director; or
- Co-ordinator.

Officers of the Training Recognition Council will monitor the overall training program. The Training Plan and/or the training record may be utilised as part of this monitoring process.

It is the responsibility of the relevant Supervising Registered Training Organisation in conjunction with the employer, to conduct ongoing assessment of the apprentice or trainee. This ongoing assessment is to ensure that the apprentice or trainee is making adequate progress towards the achievement of competencies and associated minimum training requirements in the qualification.

### 9.3.7 *Employment conditions*

#### (a) Part-Time Apprentices/Trainees

An apprentice or trainee may be engaged on a part-time basis and be remunerated on a part-time basis in accordance with the provisions of this Part.

Notwithstanding the provisions of the Award, the ordinary hours of work including on and off-the-job training for a part-time apprentice or trainee will be employed and paid not less than an average of 15 hours per week over each 4 week period throughout the duration of the Training Contract.

A part-time apprentice or trainee will have regular hours of work, and will be rostered to work on a regular and continuous basis.

#### (b) School-based Apprentices and Trainees

School-based apprenticeship or traineeship training arrangements require:

that the apprentice or trainee be 17 years of age or older at the commencement of the apprenticeship or traineeship;

a Training Contract, involving on-the-job training and productive work, signed by the employer and the apprentice or trainee and their guardian where appropriate;

off-the-job training supervised through a Supervising Registered Training Organisation;

that the student/employee attends secondary school and/or institution offering secondary courses; and

progression towards the attainment of a senior secondary certificate and completion of or progress towards a nationally recognised vocational education and training qualification.

The minimum hours provided for part-time apprentices and trainees will not apply to school-based apprentices and trainees.

When a student ceases to be enrolled in a school and/or institution offering secondary courses and the student has not completed the apprenticeship/traineeship, they will continue as an apprentice or trainee in accordance with the Training Contract on either a full-time or part-time basis.

#### (c) College Attendance and Rostered Days Off

Where an apprentice's or trainee's rostered day off, or days off, coincide with attendance at a course of instruction that leads to a qualification, the rostered day off will not be a rostered day off for the apprentice or trainee and will be substituted by one of the following methods:

the equivalent of the time spent at the course of instruction may be added to apprentice or trainee's annual leave (but does not attract leave loading);

payment for the equivalent of the time spent at the course of instruction may be made to the apprentice or trainee on the next succeeding pay day;

the apprentice or trainee may be allowed the equivalent of the time spent at the course of instruction in lieu of such rostered day off.

Unless otherwise agreed between the employer and the apprentice or trainee, such time in lieu will be taken within 28 days of the rostered day off falling due.

All other payments for college attendance will be consistent with Section 392 of the *Industrial Relations Act 1999*.

### 9.3.8 Existing employees

In clause 9.3.8, "existing employee" will mean a person who has been employed for at least 3 months immediately prior to becoming an apprentice or trainee with the employer.

Existing employees may participate in apprenticeships and traineeships. An existing employee will not be required to serve any probationary period in relation to their contract of employment or for the purposes of the *Child Care Act 2002*.

A trial period, in accordance with Training Recognition Council Policy, may be set for the purpose of assessing the employee's suitability for training under a Training Contract. Where the employee proves to be unsatisfactory for training under a Training Contract, the person will revert to employment at least equal in status to the classification held prior to the commencement of their Training Contract.

Where existing employees commence an apprenticeship or traineeship, the employer will endeavour to minimise any adverse affects on other employees. Additionally, such other employees will not be displaced from or disadvantaged in their employment by the engagement of new apprentices or trainees.

Existing employees will not suffer a reduction in their ordinary hourly rate of pay by virtue of becoming an apprentice or trainee:

Provided that existing employees who were casually engaged prior to becoming employed as a full-time or part-time apprentice or trainee will not be entitled to retain their casual loading.

Existing employees whose Training Contract is completed or cancelled and subsequently remain in their employer's employ, will revert to employment at least equal in status to the classification held prior to the commencement of their Training Contract.

They will only advance to an employment level commensurate with their qualification when a vacancy occurs in a position assigned to that level.

### 9.3.9 Wages

#### (a) Entry Wage Level and Transition Wage Arrangements

Apprentices or trainees who enter an apprenticeship or traineeship by way of conversion from a previous Training Contract, whether fully or partly completed, will receive:

the appropriate year/wage level previously attained and paid, whichever is the greater. In determining the appropriate year/wage level, aggregated periods of credit and time served under previous Training Contract/s will be taken into account.

Where an apprentice or trainee transitions from one qualification to another within an existing Training Contract (e.g. Certificate III in Children's Services Traineeship transitioned to Certificate III in Community Services (Children's Services)), they will retain the wage level for the initial qualification undertaken as a minimum and progress thereafter in accordance with the minimum requirements for the new qualification.

Employers who object to the entry and transition wage rates provided for in accordance with clause 9.3.9 may progress the matter through clause 3.1 - Grievance and dispute settling procedure.

#### (b) Wage Progressions

Progression through the Wage Levels will be based upon the completion of aggregated periods of time as specified in the relevant Table in clause 9.3.9(c)(ii) and/or recorded in the Training Plan and/or the Training Record.

Where the employer considers that the apprentice is failing to make reasonable progress, the employer will notify the Training Recognition Council in accordance with the provisions of section 82 of the *Child Care Act 2002* before the completion of the aggregated period specified in the Table.

In this situation the apprentice will not progress automatically to the next Wage Level through the elapsing of the specified aggregated time. Progression thereafter will be on the achievement of competencies as managed by the Supervising Registered Training Organisation.



If an employer fails to notify the Training Recognition Council as specified above, the apprentice or trainee will progress to the next Wage Level at the completion of the aggregated period referred to in the relevant Table.

(c) Wages and Other Conditions

- (i) Trainees and apprentices in the first year of their nominal 3 year apprenticeship will be entitled to Wage Level 1 rates as follows:

Wage Level 1

| AGE                   | PERCENTAGE OF RELEVANT ADULT RATE * |
|-----------------------|-------------------------------------|
| Under 18 Years        | 55                                  |
| 18 and under 19 Years | 65                                  |
| 19 and under 20 Years | 75                                  |
| 20 and under 21 Years | 85                                  |
| Adults                | 80 (see Note 1 below)               |

Note: 1.\*

The relevant adult rate for persons employed in the Other Than Outside School Hours sector will be as follows:

Adults - Children's Services Worker - 1 Year Qualified - Year 1  
 All other ages - Assistant Children's Services Worker - Unqualified - Year 1.

The Relevant Adult Rate for persons employed in the Outside School Hours Care and Vacation Care sector will be as follows:

Adults - Assistant - Year 2  
 All other ages - Assistant - Year 1.

- (ii) Apprentices in the second and third year of their nominal 3 year apprenticeship will be entitled to Wage Level 2 and 3 wages and progression as follows:

Wage Levels 2 and 3

| Wage Level                 | Minimum Training Requirements on Entry  | % of Relevant Adult Rate* |
|----------------------------|---|---------------------------|
| 2                          | On completion of an AQF Level III Certificate in child care traineeship or an aggregated period of 12 months after commencing the apprenticeship. | 80                        |
| 3                          | On completion of an aggregated period of 2 years after commencing the apprenticeship or 12 months at Wage Level 2, whichever is the earlier.      | 90                        |
| Exit (AQF Level V Diploma) | On completion of an aggregated period of 3 years after commencing the apprenticeship or 12 months at Wage Level 3, whichever is the earlier.      | 100                       |

Note:

The Relevant Adult Rate for persons employed in the Other Than Outside School Hours Sector will be as follows:  
 Group Leader - 2 Year Qualified - Year 1

The Relevant Adult Rate for persons employed in the Outside School Hours Care and Vacation Care sector will be as follows:

Co-ordinator - Qualified - Year 1

(d) Part-time and school-based apprentices/trainees

Wages for part-time and school-based apprentices and trainees will be based on the wage progression arrangements for apprentices and trainees calculated on a *pro rata* basis.

The part-time and school-based rate will be used as the ordinary time rate for the calculation of overtime, penalties and all other purposes of the Award:

Provided that a school-based apprentice or trainee will receive a loading of 19% of the ordinary time rate in consideration of non-payment for:

time spent at school and/or institution or undertaking off-the-job training;  
annual leave;  
sick leave; and  
public holidays, where the school-based apprentice or trainee is not required to work on such days.

Where the Table in clause 9.3.9(c)(ii) specifies that the minimum training requirements of an apprenticeship will be based on the achievement of competencies or a period of aggregated time after commencing a wage level, the aggregated period of time specified refers to full-time apprentices and trainees.

For part-time apprentices and trainees, the minimum period of time specified for wage progression arrangements will be double that specified for full-time apprentices.

#### 9.3.10 *Qualifications obtained through institutional training*

Graduates of pre-trade or other institutionally delivered programs relevant to the child care industry up to the equivalent of an AQF Level III qualification will commence apprenticeships at Wage Level 1 and 6 months after commencing their apprenticeship, will progress to Wage Level 2.

### **9.4 Training and related matters - general**

The parties commit themselves to continuing and upgrading the training provided to employees.

It is agreed that the parties will co-operate in ensuring that training is maintained and improved and that qualifications within the Community Services Training Package will be utilised and accessed where appropriate.

This training will form the basis of an enhanced career structure in the industry.

### **9.5 Skill development courses**

9.5.1 Where a child care worker as defined in the Child Care Legislation attends a course or conference relevant to their employment outside of ordinary working hours the employer is to:

- (a) pay the cost of the course or conference;
- (b) provide transport to the course or conference or pay the allowance to the employee specified in clause 5.2.2 for travel to and from the conference;
- (c) pay all other expenses associated with attending the course or conference, including accommodation expenses.

9.5.2 Time spent travelling to and attending courses/conferences outside of ordinary working hours is unpaid time.

9.5.3 Where a child care worker as defined in the Child Care Legislation attends a course or conference relevant to their employment during ordinary working hours, the employee shall not suffer any loss of pay.

9.5.4 The employer is not to unreasonably withhold permission for an employee to attend a course/conference either during or outside ordinary working hours.

### **9.6 Financial assistance to obtain qualifications**

9.6.1 Clause 9.6 does not apply to qualifications undertaken as part of a traineeship or apprenticeship under the *Vocational Education, Training and Employment Act 2000*.

9.6.2 Where there is a mandatory requirement for the employee to possess or enroll in a Certificate III in Children's Services or where the employer requires and/or approves an employee to undertake other studies such as a Diploma or higher qualification in Children's Services or Education, the following will apply:

- (a) Financial assistance to undertake a Diploma or higher qualification is dependant on the employer requiring or approving the child care worker to undertake the applicable course.
- (b) Where the employee undertakes a Certificate III, Diploma or higher qualification then the employer shall contribute 50% of the approved course in 2 equal installments; 25% on commencement and 25% on completion, subject to satisfactory proof of successful completion of the course being provided to the employer.

- (c) The employee will refund the employer the initial 25% paid if the course is not completed unless it is not completed for unforeseen circumstances e.g. serious illness, family bereavement or other reasons which are no less compelling. Such reimbursements shall be paid under mutually agreed arrangements between the employee and the employer.
- (d) Unless an agreement is reached between the employer and the employee that the employer will pay the training costs directly to the training provider, the employee will pay for the course and be reimbursed by the employer. Such reimbursement will be made to the employee within 14 days of proof to the employer of the initial payment being made by the employee and proof of successful completion of the course, respectively.
- (e) The employer shall reimburse the employee 50% of the cost of the prescribed textbooks and other prescribed course materials. Such reimbursement will be made to the employee within 14 days of the production of the receipts.
- (f) Where any disputes arise over financial assistance then the grievance procedure contained in the Award is to be accessed.

## **PART 10 - OCCUPATIONAL HEALTH AND SAFETY MATTERS, EQUIPMENT, TOOLS AND AMENITIES**

### **10.1 First aid kit**

A first-aid cabinet will be available for employees in cases of accidents. Such first-aid cabinet will be kept and maintained in accordance with the provisions of the *Work Health and Safety Act 2011*, relating to such first-aid cabinets.

### **10.2 Uniforms**

Where employees are required to wear uniforms and/or aprons, such uniforms and/or aprons will be supplied, maintained and laundered at the employer's expense and will remain the property of the employer:

Provided that where, by mutual agreement, an employee launders such items of clothing, the employee will be paid an allowance of \$2.00 per week on that account or 40¢ per day for part-time or casual employees.

### **10.3 Dressing accommodation**

The employer will provide the employees with reasonable accommodation for dressing purposes.

## **PART 11 - AWARD COMPLIANCE AND UNION RELATED MATTERS**

### **Preamble**

Clauses 11.1 and 11.2 replicate legislative provisions contained within the Act. In order to ensure the currency of existing legal requirements parties are advised to refer to sections 366, 372 and 373 of the Act as amended from time to time.

### **11.1 Right of entry**

#### *11.1.1 Authorised industrial officer*

- (a) An "Authorised industrial officer" is any Union official holding a current authority issued by the Industrial Registrar.
- (b) Right of entry is limited to workplaces where the work performed falls within the registered coverage of the Union.

#### *11.1.2 Entry procedure*

- (a) The authorised industrial officer is entitled to enter the workplace during normal business hours as long as:
  - (i) the authorised industrial officer alerts the employer or other person in charge of the workplace to their presence; and
  - (ii) shows their authorisation upon request.
- (b) Clause 11.1.2(a)(i) does not apply if the authorised industrial officer establishes that the employer or other person in charge is absent.
- (c) A person must not obstruct or hinder any authorised industrial officer exercising their right of entry.

- (d) If the authorised industrial officer intentionally disregards a condition of clause 11.1.2 the authorised industrial officer may be treated as a trespasser.

#### 11.1.3 *Inspection of records*

- (a) An authorised industrial officer is entitled to inspect the time and wages record required to be kept under section 366 of the Act.
- (b) An authorised industrial officer is entitled to inspect such time and wages records of any former or current employee except if the employee:
  - (i) is ineligible to become a member of the Union; or
  - (ii) has made a written request to the employer that the employee does not want that employee's record inspected.
- (c) The authorised industrial officer may make a copy of the record, but cannot require any help from the employer.
- (d) A person must not coerce an employee or prospective employee into consenting, or refusing to consent, to the inspection of their records by an authorised industrial officer.

#### 11.1.4 *Discussions with employees*

An authorised industrial officer is entitled to discuss with the employer, or a member or employee eligible to become a member of the Union:

- (a) matters under the Act during working or non-working time; and
- (b) any other matter with a member or employee eligible to become a member of the Union, during non-working time.

#### 11.1.5 *Conduct*

An authorised industrial officer must not unreasonably interfere with the performance of work in exercising a right of entry.

### **11.2 Time and wages record**

11.2.1 An employer must keep, at the place of work in Queensland, a time and wages record that contains the following particulars for each pay period for each employee, including apprentices and trainees:

- (a) the employee's award classification;
- (b) the employer's full name;
- (c) the name of the award under which the employee is working;
- (d) the number of hours worked by the employee during each day and week, the times at which the employee started and stopped work, and details of work breaks including meal breaks;
- (e) a weekly, daily or hourly wage rate - details of the wage rate for each week, day, or hour at which the employee is paid;
- (f) the gross and net wages paid to the employee;
- (g) details of any deductions made from the wages; and
- (h) contributions made by the employer to a superannuation fund.

11.2.2 The time and wages record must also contain:

- (a) the employee's full name and address;
- (b) the employee's date of birth;
- (c) details of sick leave credited or approved, and sick leave payments to the employee;
- (d) the date when the employee became an employee of the employer;

- (e) if appropriate, the date when the employee ceased employment with the employer; and
- (f) if a casual employee's entitlement to long service leave is worked out under section 47 of the Act - the total hours, other than overtime, worked by the employee since the start of the period to which the entitlement relates, worked out to and including 30 June in each year.

11.2.3 The employer must keep the record for 6 years.

11.2.4 Such records shall be open to inspection during the employer's business hours by an inspector of the Department of Justice and Attorney-General, in accordance with section 371 of the Act or an authorised industrial officer in accordance with sections 372 and 373 of the Act.

### **11.3 Union encouragement**

Clause 11.3 gives effect to section 110 of the Act in its entirety. Consistent with section 110 a Full Bench of the Commission has issued a Statement of Policy on Union Encouragement (reported 165 QGIG 221) that encourages an employee to join and maintain financial membership of the Union.

#### *11.3.1 Documentation to be provided by employer*

At the point of engagement, an employer to whom this Award applies shall provide employees with a document indicating that a Statement of Policy on Union Encouragement has been issued by the Commission, a copy of which is to be kept on the premises of the employer in a place readily accessible by each employee.

The document provided by the employer shall also identify the existence of a union encouragement clause in this Award.

#### *11.3.2 Union delegates*

Union delegates and job representatives have a role to play within a workplace. The existence of accredited Union delegates and/or job representatives is encouraged.

The employer shall not unnecessarily hinder accredited Union delegates and/or job representatives in the reasonable and responsible performance of their duties.

#### *11.3.3 Deduction of union fees*

Where arrangements can be entered into, employers are encouraged to provide facilities for the deduction and remittance of Union fees for employees who signify in writing to their employer, their desire to have such membership fees deducted from their wages.

### **11.4 Industrial relations training leave**

11.4.1 Upon written application by an employee, or the Union on behalf of the employee, to an employer and giving to the employer at least 2 months' notice, such employee will be granted up to 5 working days leave (non-cumulative) on ordinary pay, each calendar year, to attend courses and/or seminars conducted or approved by the Union.

Other courses which are agreed between a union party to this Award and an employer, or employers, may be included under this clause.

For the purposes of this clause, ordinary pay will mean at the ordinary weekly rate paid to the employee exclusive of any disability allowances, penalty rates or travelling time and fares.

11.4.2 The granting of such leave will be subject to the following conditions:

- (a) An employee must have at least 6 months' continuous service with an employer prior to such leave being granted.
- (b) Clause 11.4 will not apply to an employer with less than 9 full-time equivalent employees bound by this Award.
- (c) The maximum number of employees at any one place of employment of one and the same employer attending a training course of seminar each calendar year will be as follows:

|  |   |
|--|---|
| Where the employer employs between 9 - 30 employees  | 1 |
| Where the employer employs in excess of 30 employees | 2 |

- (d) Where an employer has more than one place of employment in Queensland then the maximum number of employees entitled to attend a course at the same time will be 2. This will not prevent an employer from agreeing to release additional employees.
- (e) The granting of such leave will be subject to the reasonable convenience of the employer so that the operations of the enterprise will not be adversely affected. Where an employer approaches the Union and demonstrates genuine difficulties with respect to the release of a particular employee at a particular time (including where the employer has previously advised of its ability to release such employee) the Union will not unnecessarily press its request for the release of that employee at that time. If the matter is not amicably resolved, it will be processed in accordance with the Grievance Procedure contained in this Award.
- (f) If the scope, content and level of the course will be such as to contribute to a better understanding of industrial relations, industrial efficiency and workplace issues within the employer's operations.
- (g) In granting such paid leave the employer is not responsible for any additional costs except the payment of extra remuneration where relieving arrangements are instituted to cover the absence of the employee.
- (h) Leave granted to attend training courses will not incur additional payment if such course coincided with an employee's rostered day off or with any concessional leave.
- (i) The taking of training leave will not affect other leave granted to employees under this Award, nor will it adversely affect the employee's service for the calculation of leave entitlements.
- (j) On completion of the course the employee will, upon request, provide to the employer proof of their attendance at the course. Except in the case of sick leave or other authorised leave, non-attendance at a training course will result in the employee not being paid for such time.

## **11.5 Future employment, training and other considerations**

11.5.1 The Unions and other parties affected by the amendment to Part 9 reserve their right to review the arrangements within this Part or any other Part of the Award at any stage in consideration of the impact of:

- (a) wage equity considerations emanating from the Commission;
- (b) the relationship between rates of pay for apprentices and trainees and other award classifications;
- (c) the review of legislation relevant to the child care industry;
- (d) the review of Community Service Training Package qualifications and their relationship with award classifications; and
- (e) the progression of apprenticeship wage rates based on the achievement of competence.

## **11.6 Posting of award**

The employer will ensure that a copy of this Award, together with notices of the commencing and ceasing times of the employees, is readily available for perusal by such employees.

### **Appendix A**

#### **38 Hour Week - Procedures for enterprise level discussions**

1. The employer and all employees concerned in each establishment will consult over the most appropriate means of implementing and working a 38 hour week.
2. The objective of such consultation will be to reach agreement on the method of implementing and working the 38 hour week.
3. The outcome of such consultation will be recorded in writing.
4. In cases where agreement cannot be reached as a result of consultation between the parties, either party may request the assistance or advice of their relevant employee or employer organisation.
5. Notwithstanding the consultative procedures outlined above, and notwithstanding any lack of agreement by employees, the employer will have the right to make the final determination as to the method by which the 38 hour week is implemented or worked from time to time.
6. After implementation of the 38 hour week, upon giving 7 days' notice or such shorter period as may be mutually agreed upon, the method of working the 38 hour week may be altered, from time to time, following negotiations

between the employer and employees concerned, utilising the foregoing provisions of Appendix A, including clause 5 .

7. Any dispute relating to the method of implementation of the 38 hour week will be resolved by use of the Grievance and dispute settling procedure in clause 3.1 of the Award.

By the Commission,  
[L.S.] J. STEEL,  
Industrial Registrar.