

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

Industrial Relations Act 2016

Parents and Citizens Associations Award – State 2016

Matter No. B/2019/32, B/2019/33 and B/2019/34

REPRINT OF AWARD UNDER SECTION 980

Certification of Reprint

Following the general ruling made by the Commission in the 2019 State Wage Case, the *Parents and Citizens Associations Award – State 2016* is hereby reprinted, under s 980 of the *Industrial Relations Act 2016*.

I hereby certify that the Award contained herein is a true and correct copy of the Parents and Citizens Associations Award – State 2016 as at 1 September 2019.

Name of modern award: *Parents and Citizens Associations Award – State 2016*

Operative date of the modern award reprint: 1 September 2019

Operative date of modern award: As per clause 2 of the modern award

By the Registrar

M. SHELLEY

18 November 2019

PARENTS AND CITIZENS ASSOCIATIONS AWARD – STATE 2016

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PART 1 - Title and Operation

1. Title

This Award is known as the *Parents and Citizens Associations Award – State 2016*.

2. Operation

This Award operates from 1 September 2016.

3. Definitions and interpretations

Unless the context otherwise requires, in this Award:

Act means the *Industrial Relations Act 2016*

Australian Qualifications Framework (AQF) means the national system of recognition for the issue of vocational qualifications

broken shift means a shift which is broken into not more than two periods (excluding rest pauses and meal breaks) where the unpaid break in between such periods is greater than one hour

Commission means the Queensland Industrial Relations Commission

employee means a person described in clause 4.1(a)

junior employee means an employee to whom the junior rates in clause 12.5 of this Award apply

outside school hours care (OSHC) means a program providing childcare before and/or after school hours and/or during school vacation periods run by a P&C Association in schools, supervised playgrounds and other establishments. This does not include child care centres as defined in the *Education and Care Services National Law (Queensland) Act 2011*

P&C Association or **P&C** means a Parents and Citizens Association of a Government school within the state of Queensland formed in accordance with Chapter 7 of the *Education (General Provisions) Act 2006*

QES means the Queensland Employment Standards contained in Part 3 of Chapter 2 of the Act

term time means that portion of a year other than school vacations

vacation care means a program providing childcare during school vacation periods run by a P&C Association in schools, supervised playgrounds and other establishments. This does not include child care centres as defined in the *Education and Care Services National Law (Queensland) Act 2011*

union means one of the industrial organisations of employees mentioned in clause 4.1(c)

4. Coverage

4.1 This Award applies to:

(a) all employees:

(i) who are employed in an activity conducted by a Parents and Citizens Association within Queensland; and

- (ii) whose rates of pay are fixed by this Award; and
- (b) each Parents and Citizens Association, as a legal entity formed in accordance with Chapter 7 of the *Education (General Provisions) Act 2006*, in their capacity as the employer of an employee covered by this Award; and
- (c) the following industrial organisations of employees:
 - (i) Queensland Services, Industrial Union of Employees;
 - (ii) Shop, Distributive and Allied Employees Association (Queensland Branch) Union of Employees;
 - (iii) The Australian Workers' Union of Employees, Queensland;
 - (iv) Together Queensland, Industrial Union of Employees; and
 - (v) United Voice, Industrial Union of Employees, Queensland,to the exclusion of any other award.

4.2 This Award does not apply to any person who genuinely volunteers, in writing, their labour to a Parents and Citizens Association.

4.3 This Award does not apply to employees of Queensland Government Departments or employees of Local Government Councils, unless managing a P&C operation in a caretaker mode.

4.4 Existing conditions of employment:

- (a) The making of this Award is not intended to increase or decrease entitlements or terms and conditions of employment as they existed immediately prior to the commencement of this Award by reason only of the coming into force of this Award.
- (b) As such, no employee is to suffer any loss or diminution of entitlements or terms of conditions of employment enjoyed immediately prior to the commencing of this Award.

5. The Queensland Employment Standards and this Award

This Award together with the QES provide for a minimum safety net of enforceable conditions of employment for employees covered by this Award.

6. Enterprise flexibility and facilitative award provisions

6.1 Partially unpaid work arrangements - Retail operations, Operations managers and Clerical and administrative streams

- (a) At an **exempted school** a P&C Association may employ an employee in the Retail operations, Operations managers and Clerical and administrative streams, respectively, as partially unpaid. Such an employee may work as a paid employee for part of a week and as a volunteer for part of a week.
- (b) Before commencing a partially unpaid work arrangement, the employee and employer must agree, in writing:
 - (i) the proportion of the hours worked which are to be paid for; and

- (ii) the proportion of the hours worked which are to be voluntary.
- (c) In any partially unpaid work arrangement the proportion of unpaid hours must not exceed the proportion of paid hours.
- (d) The terms agreed in clause 6.1(b) may be varied by mutual agreement and any variation must be recorded in writing.
- (e) All partially unpaid work performed by an employee in accordance with clause 6.1 will be conducted in relation to the classification under which they have been employed.
- (f) An **exempted school** means a state school or, in an instance of amalgamation, a campus forming part of a school where:
 - (i) student enrolment numbers are less than 600 on the eighth day of any school year; and
 - (ii) the activities of the relevant business unit are performed on not more than four days per week.

6.2 Enterprise flexibility

- (a) As part of a process of improvement in productivity and efficiency, discussion should take place at an enterprise level 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.
- (b) The consultative processes established in an enterprise in accordance with clause 6.2 may provide an appropriate mechanism for consideration of matters relevant to clause 6.2(a). Union delegates at the place of work may be involved in such discussions.
- (c) Any proposed genuine agreement reached between a P&C Association and employees in an enterprise is contingent upon the agreement being submitted to the Commission in accordance with Chapter 4 of the Act and is to have no force or effect until approval is given.

6.3 Procedures to implement facilitative award provisions

Wherever facilitative provisions appear in this Award which allow for determination of the conditions of employment by agreement between a P&C Association and a union, or a P&C Association and the majority of employees affected, the following procedures shall apply:

- (a) Facilitative award provisions can be negotiated between management and employees who are directly affected by such proposals or between management and the union depending on the particular award provisions.
- (b) Employees may be represented by their local union delegate/s and shall have the right to be represented by their union official/s or any other person authorised to represent them.
- (c) Facilitative award provisions can only be implemented by agreement.
- (d) In determining the outcome from facilitative provisions neither party should unreasonably withhold agreement.
- (e) Agreement is defined as obtaining consent of greater than 50% of employees directly affected or of the union depending upon the particular award provisions.

- (f) Where a provision refers to agreement by the majority of employees affected, all employees directly affected shall be consulted. This consultation shall be undertaken where practicable as a group, or in groups. Should the consultation process identify employees with specific concerns which relate to either equity or occupational health and safety issues, such concerns may be catered for on an individual basis subject to operational requirements.
- (g) Any agreement reached must be documented and shall incorporate a review period.

PART 2 - Dispute Resolution

7. Dispute resolution

7.1 Prevention and settlement of disputes - Award matters

- (a) The objectives of this procedure are the avoidance and resolution of any disputes over matters covered by this Award by measures based on the provision of information and explanation, consultation, co-operation and negotiation.
- (b) Subject to legislation, while the dispute procedure is being followed normal work is to continue except in the case of a genuine safety issue. The *status quo* existing before the emergence of a dispute is to continue whilst the procedure is being followed. No party shall be prejudiced as to the final settlement by the continuation of work.
- (c) There is a requirement for management to provide relevant information and explanation and consult with the appropriate employee representatives.
- (d) In the event of any disagreement between the parties as to the interpretation or implementation of this Award the following procedures shall apply:
 - (i) the matter is to be discussed by the employee's union representative and/or the employee/s concerned (where appropriate) and the immediate supervisor in the first instance. The discussion should take place within 24 hours and the procedure should not extend beyond 7 days;
 - (ii) if the matter is not resolved as per clause 7.1(d)(i), it shall be referred by the union representative and/or the employee/s to the appropriate management representative who shall arrange a conference of the relevant parties to discuss the matter. This process should not extend beyond 7 days;
 - (iii) if the matter remains unresolved it may be referred to the P&C Association for discussion and appropriate action. This process should not exceed 14 days;
 - (iv) if the matter is not resolved then it may be referred by either party to the Commission.
- (e) Nothing contained in this procedure shall prevent a union or the employer from intervening in respect of matters in dispute should such action be considered conducive to achieving resolution.

7.2 Employee grievance procedures - other than Award matters

- (a) The objectives of the procedure are to promote the prompt resolution of grievances by consultation, co-operation and discussion to reduce the level of disputation and to promote efficiency, effectiveness and equity in the workplace.
- (b) The following procedure applies to all industrial matters within the meaning of the Act:

Stage 1: In the first instance the employee shall inform such employee's immediate supervisor of the existence of the grievance and they shall attempt to solve the grievance. It is recognised that an employee may exercise the right to consult such employee's union representative during the course of Stage 1.

Stage 2: If the grievance remains unresolved, the employee shall refer the grievance to the next in line management ("the manager"). The manager will consult with the relevant parties. The employee may exercise the right to consult or be represented by such employee's union representative during the course of Stage 2.

Stage 3: If the grievance is still unresolved, the manager will advise the P&C Association and the aggrieved employee may submit the matter in writing to the P&C Association if such employee wishes to pursue the matter further. If desired by either party the matter shall also be notified to the relevant union.

- (c) The P&C Association shall ensure that:
- (i) the aggrieved employee or such employee's union representative has the opportunity to present all aspects of the grievance; and
 - (ii) the grievance shall be investigated in a thorough, fair and impartial manner.
- (d) The P&C Association may appoint another person to investigate the grievance. The P&C Association may consult with the relevant union in appointing an investigator. The appointed person shall be other than the employee's supervisor or manager.
- (e) If the matter is notified to the union, the investigator shall consult with the union during the course of the investigation. The P&C Association shall advise the employee initiating the grievance, such employee's union representative and any other employee directly concerned of the determinations made as a result of the investigation of the grievance.
- (f) The procedure is to be completed in accordance with the following time frames unless the parties agree otherwise:
- Stage 1: Discussions should take place between the employee and such employee's supervisor within 24 hours and the procedure shall not extend beyond 7 days.
 - Stage 2: Not to exceed 7 days.
 - Stage 3: Not to exceed 14 days.
- (g) If the grievance is not settled the matter may be referred to the Commission by the employee or the union.
- (h) Subject to legislation, while the grievance procedure is being followed normal work is to continue except in the case of a genuine safety issue. The *status quo* existing before the emergence of a grievance or dispute is to continue while the procedure is being followed. No party shall be prejudiced as to the final settlement by the continuation of work.
- (i) Where the grievance involves allegations of sexual harassment an employee should commence the procedure at Stage 3.

PART 3 - Types of Employment, Consultation and Termination of Employment

8. Types of employment

An employee may be employed on a full-time, part-time or casual basis. Each employee shall be advised in writing of their employment category upon appointment.

8.1 Full-time employment

Subject to clause 15.2, a full-time employee is one who is engaged to work an average of 38 ordinary hours per week.

8.2 Part-time employment

- (a) A part-time employee is an employee who:
 - (i) is engaged to work a regular number of ordinary hours per pay cycle which are less than the ordinary hours worked by an equivalent full-time employee; and
 - (ii) receives, on a *pro rata* basis, the same wage and conditions of employment to those of an equivalent full-time employee who performs the same kind of work.
- (b) Subject to clause 8.2(c), a part-time employee shall receive a minimum payment for working ordinary hours of duty as follows:
 - (i) for the Clerical and administrative, Operations managers and Retail operations streams, respectively - 3 hours' work per day; and
 - (ii) for all other streams - 2 hours' work per day.
- (c) Subject to clause 13.1, a part-time employee, except a Retail operations stream employee, may work a broken shift with a minimum payment of 1 hour per attendance.
- (d) For each ordinary hour worked a part-time employee shall be paid no less than 1/38th of the minimum weekly rate of pay for their classification.
- (e) Upon appointment a part-time employee will be advised in writing of the number of ordinary hours they will be engaged per week or fortnight, as the case may be. These hours may be varied by mutual agreement and any such variation should be recorded in writing.
- (f) By mutual agreement with their employer, a part-time employee may elect to work additional ordinary hours above their regular hours, up to and including full-time equivalent hours. The additional hours so worked are to be taken into account in the *pro rata* calculation of all entitlements.

8.3 Casual employees

- (a) A casual employee is an employee who:
 - (i) is engaged and paid as such; and
 - (ii) is engaged to work not more than 30 ordinary hours per week, on a regular basis, except where replacing another employee on leave; and

- (iii) is entitled to receive, on a *pro rata* basis, the same pay and conditions of employment, other than leave entitlements, to those of an equivalent full-time employee who performs the same kind of work.
- (b) Subject to clause 8.3(c), a casual employee shall receive a minimum payment for working ordinary hours of duty as follows:
 - (i) for the Operations managers and Retail operations streams, respectively - 3 hours' work per day; and
 - (ii) for all other streams - 2 hours' work per day.
- (c) Subject to clause 13.1, a casual employee, except a Retail operations stream employee, may work a broken shift with a minimum payment of 1 hour per attendance.
- (d) In streams other than the Clerical and administrative, Operations managers and Retail operations streams, respectively - for each hour worked a casual employee shall be paid no less than the minimum hourly rate of pay for a part-time employee in the same classification plus a casual loading of 23%.
- (e) In the Clerical and administrative, Operations managers and Retail operations streams, respectively - for each hour worked a casual employee shall be paid no less than the minimum hourly rate of pay for a part-time employee in the same classification plus a casual loading of 25%.
- (f) A casual employee shall be entitled to receive overtime, weekend penalties and public holiday penalty payments in accordance with the terms of this Award. Any penalties shall be in substitution of and not cumulative upon the casual loading.
- (g) The long service leave entitlement of casual employees is recorded in clause 22.

8.4 Probationary employment

- (a) Except where the employer and an employee agree to a different period or no period of probation prior to commencement of employment, the engagement of a full-time or part-time employee will in the first instance be subject to a probationary period of 3 months duration. If a period of probation of longer than 3 months is agreed, it must:
 - (i) be agreed in writing; and
 - (ii) be a reasonable period having regard to the nature and circumstances of the employment.
- (b) The employer may terminate the employment of an employee who is on probation at any time during the probationary period.
- (c) Where an employee's service is considered satisfactory or where an employee's service exceeds the designated probationary period or agreed extension the employee's appointment will be deemed to be confirmed.

8.5 Anti-discrimination

- (a) In fulfilling their obligations under this Award, the parties must take reasonable steps to ensure that neither the Award provisions nor their operation are directly or indirectly discriminatory in their effects. Discrimination includes:
 - (i) 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 any of the above attributes;

- (ii) sexual harassment; and
- (iii) racial and religious vilification.

(b) Nothing in clause 8.5 is to be taken to affect:

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

9. Termination of employment

9.1 Notice of termination by an employer

Notice of termination by an employer is provided for in Division 13 of the QES. Clauses 9.2 to 9.5 supplement the QES provisions.

9.2 Notice of termination by an employee

The notice of termination required to be given by an employee shall be the same as that required of an employer, save and except that there shall be no additional notice based on the age of the employee concerned. 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 the to the employees' ordinary rate of pay for the period of notice not provided.

9.3 Notice cannot be offset

In the absence of mutual agreement between the employer and the employee, annual leave or any part thereof cannot be considered as or nominated as notice for the purpose of giving notice of termination of employment.

9.4 Job search entitlement

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

9.5 Statement of employment

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

10. Redundancy

10.1 Redundancy pay

Redundancy pay is provided for in Division 13 of the QES. Clauses 10.2 to 10.9 supplement the QES provisions.

10.2 Consultation before termination

- (a) Where an employer decides that it no longer wishes the job an employee/s 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/s directly affected and, where relevant, their union/s.
- (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 10.2(a) and shall cover the reasons for the proposed terminations and measures to avoid or minimise the terminations and/or their adverse effects on the employee/s concerned.
- (c) For the purpose of the consultation the employer shall, as soon as practicable, provide in writing to the employee/s concerned and, where relevant, their union/s, 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.
- (d) Notwithstanding the provision of clause 10.2(c), the employer shall not be required to disclose confidential information, the disclosure of which would be adverse to the employer's interests.

10.3 Transfer to lower paid duties

- (a) Where an employee is transferred to lower paid duties by reason of redundancy 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 the redundancy provisions of the Act.
- (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.

10.4 Employee leaving during notice period

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

10.5 Job search entitlement

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

- (b) The employer and employee may agree to additional paid or unpaid days off for the purpose of the employee seeking other employment.
- (c) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment the employee must, at the request of the employer, produce proof of attendance at an interview or the employee shall not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.
- (d) Clause 10.5 applies instead of clause 9.4 in cases of redundancy.

10.6 Transmission of business

- (a) Where a business is, whether before or after the date of commencement of this 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 clauses 10.6 and 10.7 '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.

10.7 Exemption where transmission of business

The provisions of clause 10.6 are not be applicable where a business is, before or after the date of commencement of this Award, transmitted from an employer (transmittor) to another employer (transmittee) in any of the following circumstances:

- (a) 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
- (b) where the employee rejects an offer of employment with the transmittee:
 - (i) 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
 - (ii) 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.

10.8 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.

10.9 Employees exempted

Clauses 10.1 to 10.8 shall not apply:

- (a) where employment is terminated as a consequence of misconduct on the part of the employee; or
- (b) to an employee engaged for a specific period or task/s; or
- (c) to a casual employee; or
- (d) to an employee with less than one year's continuous service, in which case the general obligation on the employer should be no more than to give the relevant employee 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 employee of suitable alternative employment.

10.10 Employers exempted

Subject to an order of the Commission in a particular redundancy case, clause 10.1 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, over the previous 6 months (excluding school vacation periods).

10.11 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.

11. Consultation - Introduction of changes

11.1 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/s.
- (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.
- (c) Where the Award makes provision for alteration of any of the matters referred to in clauses 11.1(a) and (b) an alteration shall be deemed not to have significant effect.

11.2 Employer's duty to consult over change

- (a) The employer shall consult the employees affected and, where relevant, their union/s 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 ways to avoid or minimise the effects of the changes (e.g. by finding alternate employment).
- (b) The consultation must occur as soon as practicable after making the decision referred to in clause 11.1.
- (c) For the purpose of such consultation the employer shall provide in writing to the employees concerned and, where relevant, their union/s, 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.

- (d) Notwithstanding the provision of clause 11.2(c) an employer shall not be required to disclose confidential information, the disclosure of which would be adverse to the employer's interests.

PART 4 - Minimum Wage Levels, Allowances and Related Matters

(Note: The wage levels prescribed in this Award do not apply to employees to whom the provisions of Schedule 7 (Supported Wage System) apply.)

12. Classifications and minimum wages

12.1 Classification structure

Employees covered by this Award, other than Trainees (to whom the provisions of Schedule 8 apply), are to be classified into one of six streams as follows:

(a) **Clerical and administrative stream**

The Clerical and administrative stream comprises clerical and administrative employees engaged in a classification and level as defined in Schedule 1.

(b) **Health and fitness stream**

The Health and fitness stream comprises employees engaged as a health and fitness employee as defined in Schedule 2.

(c) **Operations managers stream**

The Operations managers stream comprises employees employed by a P&C Association to principally manage all, or part of, the business operations conducted by that P&C Association, as defined in Schedule 3.

(d) **Outside school hours care (OSHC) and vacation care stream**

The Outside school hours care (OSHC) and vacation care stream comprises employees engaged by a P&C Association to provide child care services before or after school hours or during school vacation periods, as defined in Schedule 4.

(e) **Retail operations stream**

The Retail operations stream comprises employees engaged in any retail operation conducted by a P&C Association including, but not limited to:

- tuckshop/canteen
- uniform shop
- book/stationary shop
- café
- stall, function and/or event

as defined in Schedule 5.

(f) **Support worker stream**

The Support worker stream comprises employees who provide essential services to support the activities of a P&C Association, but who are not covered by any other stream, as defined in Schedule 6.

12.2 Allocation to a stream and a classification level

- (a) Allocation of employees covered by this Award to a stream and a classification level within the relevant stream shall be in accordance with the position descriptors contained within Schedules 1 to 6, inclusive.
- (b) The appropriate classification and level will be determined by the employer according to the skill level required to be exercised by the employee in order to carry out the principal functions of their employment, as set out in the position descriptors.
- (c) In undertaking the task of classifying an employee the employer may request the employee to provide evidence of qualifications and experience.
- (d) Each employee must be advised in writing of their classification and level on commencement of employment and of any subsequent changes to their level.
- (e) An employee previously classified as an P&C Administrative Assistant (Year 1 or Year 2) as at the date of commencement of this Award shall be translated to the Clerical and administrative stream and classified in accordance with the position descriptors contained in Schedule 1. Such employee shall be classified on translation to not less than classification Level 2, 3rd year of service, and shall be entitled to progress, at least, to the "Preserved rate" recorded at that Level in clause 12.4(a) below.

12.3 Outline of the operation of the classification criteria in Schedules 1 to 6, inclusive

- (a) **Classification Criteria** are guidelines to determine the appropriate classification level of employees covered by this Award and consist of **characteristics** and **typical duties/skills**.
- (b) The **characteristics** are the principal or primary guide to classification as they are designed to indicate the level of basic knowledge, a comprehension of issues, problems and procedures required and the level of responsibility/accountability of the position. The totality of the characteristics must be read as a whole to obtain a clear understanding of the essential features of any particular level and the competency required.
- (c) The **typical duties/skills** are a non-exhaustive list of duties/skills that may be comprehended within the particular level. They are an indicative guide only and at any particular level employees may be expected to undertake duties of any level lower than their own. Employees at any particular level may perform/utilise one such duty/skill, or many of them, depending on the particular work allocated.
- (d) The key issue to be looked at in properly classifying an employee is the level of initiative, responsibility/accountability, competency and skill that the employee is required to exercise in the work the employee performs within the parameters of the characteristics and not the duties the employee performs per se. It will be noted that some typical indicative duties/skills appear at only one level, whereas others appear in more than one level with little apparent differentiation. However, when assigning a classification to an employee, or when reclassifying an employee, this needs to be done by reference to the specific characteristics of the level read as a whole.

12.4 Minimum wage levels

- (a) **Clerical and administrative stream**

The minimum wages payable to employees within the Clerical and administrative stream are prescribed in the table below:

Classification	Level	Award Rate¹ Per Week \$²	Part-time Award Rate¹ Per Hour \$	Casual Award Rate¹ Per Hour \$ (P/T + 25%)
Level 1	1 st year of service	822.50	21.64	27.05
	2 nd year of service	832.00	21.89	27.36
	3 rd year of service	841.50	22.14	27.68
	4 th year of service	851.50	22.41	28.01
Level 2	1 st year of service	861.50	22.67	28.34
	2 nd year of service	871.00	22.92	28.65
	3 rd year of service	886.50	23.33	29.16
	Preserved rate ³	924.00	24.32	30.40
Level 3	1 st year of service	924.00	24.32	30.40
	2 nd year of service	940.50	24.75	30.94
Level 4	1 st year of service	948.50	24.96	31.20
	2 nd year of service	965.00	25.39	31.74
Level 5	1 st year of service	1,003.00	26.39	32.99
	2 nd year of service	1,019.00	26.82	33.53

Notes:

- ¹ Includes the arbitrated wage adjustment payable under the 1 September 2019 Declaration of General Ruling.
- ² Rounded to the nearest \$0.50.
- ³ Access to this rate, by progression or otherwise, is limited to employees classified as "P&C Administrative Assistants" (Year 1 or Year 2) as at the date of commencement of this Award.

(b) **Health and fitness stream**

The minimum wages payable to employees within the Health and fitness stream are prescribed in the table below:

Classification	Award Rate¹ Per Week \$²	Part-time Award Rate¹ Per Hour \$	Casual Award Rate¹ Per Hour \$ (P/T + 23%)
Level 1	775.50	20.41	25.10
Level 2	792.00	20.84	25.63
Level 3	823.50	21.67	26.65
Level 4	855.50	22.51	27.69

Notes:

- ¹ Includes the arbitrated wage adjustment payable under the 1 September 2019 Declaration of General Ruling.
- ² Rounded to the nearest \$0.50.

(c) **Operations managers stream**

The minimum wages payable to employees within the Operations managers stream are prescribed in the table below:

Classification	Award Rate¹ Per Week \$²	Part-time Award Rate¹ Per Hour \$	Casual Award Rate¹ Per Hour \$ (P/T + 25%)
Level 1	1,003.00	26.39	32.99
Level 2	1,019.00	26.82	33.53
Level 3	1,083.00	28.50	35.63

Notes:

- ¹ Includes the arbitrated wage adjustment payable under the 1 September 2019 Declaration of General Ruling.
- ² Rounded to the nearest \$0.50.

(d) **OSHC and vacation care stream**

The minimum wages payable to employees within the OSHC and vacation care stream are prescribed in the table below:

Classification	Level	Award Rate¹ Per Week \$²	Part-time Award Rate¹ Per Hour \$	Casual Award Rate¹ Per Hour \$ (P/T + 23%)
Child Care Worker	Level 1.1	821.50	21.62	26.59
	Level 2.1	847.00	22.29	27.42
	Level 2.2	873.00	22.97	28.25
	Level 3.1	927.50	24.41	30.02
	Level 3.2	947.00	24.92	30.65
	Level 3.3	966.50	25.43	31.28
	Level 3.4	971.00	25.55	31.43
Assistant Coordinator (Unqualified)	Level 4A.1	1,090.50	28.70	35.30
	Level 4A.2	1,102.50	29.01	35.68
Assistant Coordinator (Qualified)	Level 4.1	1,142.50	30.07	36.99
	Level 4.2	1,155.00	30.39	37.38
Coordinator/Director (Unqualified)	Level 5A.1	1,142.50	30.07	36.99
	Level 5A.2	1,155.00	30.39	37.38
	Level 5A.3	1,174.00	30.89	37.99
Coordinator/Director (Qualified) - Level 1	Level 5.1 ³	1,194.50	31.43	38.66
	Level 5.2 ³	1,220.00	32.11	39.50
	Level 5.3 ³	1,246.50	32.80	40.34
Coordinator/Director (Qualified) - Level 2	Level 5.4 ⁴	1,263.00	33.24	40.89
	Level 5.5 ⁴	1,285.00	33.82	41.60
	Level 5.6 ⁴	1,305.00	34.34	42.24

Notes:

- ¹ Includes the arbitrated wage adjustment payable under the 1 September 2019 Declaration of General Ruling.
- ² Rounded to the nearest \$0.50.
- ³ A coordinator Level 1 is an employee appointed as a coordinator of a service licensed for up to 59 children (paid at wage levels 5.1 to 5.3).
- ⁴ A coordinator Level 2 is an employee appointed as a coordinator of a service licensed for 60 or more children (paid at wage levels 5.4 to 5.6).

(e) Retail operations stream

The minimum wages payable to employees within the Retail operations stream are prescribed in the table below:

Classification	Level	Award Rate¹ Per Week \$²	Part-time Award Rate¹ Per Hour \$	Casual Award Rate¹ Per Hour \$ (P/T + 25%)
Retail Assistant		842.00	22.16	27.70
Retail Manager	Level 1	846.50	22.28	27.85
	Level 2	853.50	22.46	28.08
	Level 3	886.50	23.33	29.16

Notes:

- ¹ Includes the arbitrated wage adjustment payable under the 1 September 2019 Declaration of General Ruling.
- ² Rounded to the nearest \$0.50.

(f) Support worker stream

The minimum wages payable to employees within the Support worker stream are prescribed in the table below:

Classification	Award Rate¹ Per Week \$²	Part-time Award Rate¹ Per Hour \$	Casual Award Rate¹ Per Hour \$ (P/T + 23%)
Level 1	790.00	20.79	25.57
Level 2	817.50	21.51	26.46
Level 3	841.50	22.14	27.23

Notes:

- ¹ Includes the arbitrated wage adjustment payable under the 1 September 2019 Declaration of General Ruling.
- ² Rounded to the nearest \$0.50.

12.5 Junior rates of pay

Subject to clause 12.5(c), junior employees shall be paid the following percentages of the appropriate adult rate, rounded to the nearest \$0.10.

- (a) Health and fitness stream:

Age	Percentage of Level 1 rate in the Health and fitness stream
17 and under	65%
18	75%
19	85%
20	100%

- (b) All other streams:

Age	Percentage of Level 1.1 rate in the OSHC and vacation care stream
17 and under	55%
18	65%
19	75%
20	85%

- (c) OSHC and vacation care stream employees classified at Level 4A.1 and higher will be paid at the adult rate.

12.6 Trainees' rates of pay

Trainees shall be remunerated in accordance with the provisions of Schedule 8.

12.7 Recognition of previous experience - OSHC and vacation care

- (a) 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.
- (b) An employee who has been absent from the child care industry for more than 3 years is to have one year experience deducted from the actual years of experience fulfilled.
- (c) Following termination of employment for any reason an employer will, if requested by a former employee, supply to the former employee a certificate of service, in writing, which will, amongst other things, specify the period of service.

12.8 Progression within classification levels (increments)

Except in the case of a promotion from one classification level to another, an increase is not to be made to the wage of any employee within a level which provides for increments until:

- (a) In the case of a full-time employee, the employee has received a wage at a particular classification and paypoint for a period of 12 months.
- (b) In the case of a part-time employee:
- (i) the employee has received a wage at a particular classification and paypoint for a period of at least 12 months; and
 - (ii) the employee has worked 1,000 ordinary hours in such classification.
- (c) In the case of a casual employee, the employee has received a wage at a particular classification and paypoint for a period of 12 months.

12.9 Mixed functions / Higher duties

- (a) (i) An employee may work their ordinary hours, up to a maximum of 38 hours each week, across any business unit within a P&C Association.
- (ii) Where an employee works across more than one stream the employee is to be remunerated, as a minimum, at a wage rate which takes into account the proportion of time spent in each role.
- (b) Any work performed in excess of or outside an employee's ordinary working time or the daily hours prescribed in clause 15.1 is to be treated as overtime and paid for at the appropriate overtime rate.
- (c) An employee who performs work on any day in other than their usual position or role, including in any role not otherwise remunerated in accordance with clause 12.9(a)(ii), shall be paid as follows:
 - (i) if working in a role which attracts a higher rate of wage for **more than** 50% of the time worked on that day - paid for the whole time worked on that day at the higher rate; or
 - (ii) if working in a role which attracts a higher rate of wage for **less than** 50% of the time worked on that day - paid at the higher rate for 50% of the time worked on that day.
- (d) The role in which an employee works for the greatest period of time on any day shall be deemed to be the stream in which the employee has worked that day for the purpose of determining any minimum engagement period or any broken shift allowance.
- (e) (i) An employee employed as a Level 4 employee in the OSHC and vacation care stream will only be paid at the Level 5 rate if the absence of the Level 5 employee is for more than two consecutive working days.
- (ii) Unless otherwise agreed no employee shall be required to perform the duties of a Level 5 employee for more than a maximum period of six weeks.

12.10 Salary packaging

Where agreed between the employer and a full-time or part-time employee, an employer may introduce remuneration packaging in respect of salary. The terms and condition of such a package must not, when viewed objectively, be less favourable than the entitlements otherwise available under this Award.

12.11 Salary sacrifice

- (a) An employee will be entitled to salary sacrifice a portion of their salary to any benefit which does not attract a fringe benefit tax liability.
- (b) Where a salary sacrifice arrangement is entered into it is to be recorded in writing.
- (c) Where such an arrangement is entered into, the employee's total salary shall be reduced by an amount equivalent to that nominated in the salary sacrifice arrangement.
- (d) The employee's salary used to calculate superannuation contributions, leave loading, annual leave or vacation entitlements, long service leave, severance and termination payment entitlements, shall be the gross base salary the employee would receive if not taking part in the salary packaging arrangement.
- (e) Salary sacrifice arrangements may be altered once per annum, unless otherwise agreed between the employer and employee.

- (f) In any salary sacrifice arrangement entered into, the employer is taken to have reserved the right to outsource the administration of salary sacrificing arrangements to a provider appointed by the employer.
- (g) The employer shall meet the cost associated with salary sacrifice to superannuation.
- (h) The employee may be required to meet the cost of salary sacrifice arrangements to benefits other than superannuation.
- (i) It is strongly recommended for the employee to seek advice from a licensed financial advisor prior to entering into any salary sacrifice arrangement.

13. Allowances

13.1 Broken shift allowance

- (a) Subject to clause 13.1(b), an employee required to report to work twice per day shall be paid an allowance of \$14.89 for each day that a broken shift is worked.
- (b) Clause 13.1(a) does not apply to a casual employee employed to work in the OSHC and vacation care stream.

13.2 Divisional and District parities

- (a) In addition to the rates of wages set out in this clause 12.4, the following amounts shall be paid to adult employees employed in the Divisions and Districts referred to:

Division and 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) The Divisional and District allowances for junior employees will be one-half those prescribed for adult employees.
- (c) Divisional and district parities will not apply to employees in the Retail Operations or Operations Manager Streams.
- (d) Divisions:
 - (i) 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 from that latitude due west to 147 degrees of east longitude; then from that longitude due south to 22 degrees 30 minutes of south latitude; then from that latitude due west to the western border of the State.
 - (ii) 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 from that latitude due west to 147 degrees of east longitude; then from that longitude due south to 22 degrees of south latitude; then from that latitude due east to the sea coast; then from the sea-coast northerly to the point of commencement.
 - (iii) Southern Division - That portion of the State not included in the Northern or Mackay Divisions.
- (e) Districts:

(i) Northern Division:

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

Western District - The remainder of the Northern Division.

(ii) 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 from that longitude due north to 25 degrees of south latitude; then from that latitude due west to 147 degrees of east longitude; then from that longitude due north to the southern boundary of the Mackay Division.

Western District - The remainder of the Southern Division.

13.3 Educational leader - OSHC and vacation care stream

An employee in the OSHC and vacation care stream who is classified at Level 1 to Level 3, inclusive, and who is appointed as the educational leader of a service shall be paid an additional allowance of \$1.19 per hour.

13.4 First aid allowance - Retail operations stream

A full-time employee in the Retail operations stream who is appointed and engaged to act as a first aid attendant shall be paid an additional \$18.10 per week, or if a part-time or casual employee \$3.62 per day (i.e. one-fifth of the weekly rate).

13.5 Laundry allowance

- (a) An employee required to wear a uniform and/or apron shall be supplied with such uniform and/or apron, which is to be maintained and laundered at the employer's expense and shall remain the property of the employer.
- (b) Where by mutual agreement an employee launders such items of clothing the employee shall be paid an additional \$2.15 per week, or if a part-time or casual employee \$0.43 per day (i.e. one-fifth of the weekly rate).

13.6 Motor vehicle allowance

- (a) Where the employer requires an employee to use their own vehicle in or in connection with the performance of their duties, the employee shall be paid an allowance for each kilometre of authorised travel as follows:
 - (i) motor vehicle - \$0.80 per kilometre; and
 - (ii) motorcycle - \$0.27 per kilometre.
- (b) The employer may require an employee to record full details of all such official travel requirements in a log book.

13.7 Overtime meal allowance

- (a) An employee required to work more than one hour of overtime after their usual ceasing time, without being given 24 hours' notice of the requirement to work overtime, shall be either provided

with a meal of adequate quantity and quality or paid a meal allowance of \$13.65. Where such overtime exceeds four hours a further meal allowance of \$13.65 shall be paid.

- (b) No meal allowance will be payable where an employee could reasonably return home for a meal within the period allowed.

13.8 Personal expenses

Where an employee incurs a personal expense in the ordinary course of their duties, the employee shall be reimbursed for all reasonable expenses incurred. An employee is required to provide evidence of such an expense within 28 days of the expense being incurred.

13.9 Supervisory allowance - Retail operations stream

An employee in the Retail operations stream who is required to supervise another paid employee shall be entitled to an additional \$16.40 per week, or if a part-time or casual employee \$0.44 per hour.

13.10 Adjustment of monetary allowances

- (a) Other than the expense related allowances at clauses 13.6 (motor vehicle allowance) and 13.7 (overtime meal allowance) and Divisional and District parities at clause 13.2, respectively, all other monetary allowances specified in clause 13 (including clause 13.5 (laundry allowance)) shall be automatically increased from the same date and in the same manner as such monetary allowances are adjusted in any State Wage Case decision or other decision of the Commission adjusting minimum wage rates in this Award.
- (b) At the time of any adjustment to the wage rates in this Award the expense related allowances at clauses 13.6 (motor vehicle allowance) and 13.7 (overtime meal allowance), respectively, shall be automatically increased by the relevant adjustment factor. The relevant adjustment factor for this purpose is the percentage movement in the applicable index figure most recently published by the Australian Bureau of Statistics since the allowance was last adjusted.
- (c) The applicable index figure is the index figure published by the Australian Bureau of Statistics for the Eight Capitals Consumer Price Index, as follows:

<u>Allowance</u>	<u>Eight Capitals Consumer Price Index</u> <u>(ABS Cat No. 6401.0 - Table 7)</u>
Motor vehicle allowance (last adjusted 1 September 2019)	Private motoring sub-group
Overtime meal allowance (last adjusted 1 September 2019)	Take-away and fast foods sub-group

14. Superannuation

- (a) The employer shall make superannuation contributions on behalf of each employee covered by this Award in the amount set from time to time as the superannuation guarantee levy in the *Superannuation Guarantee (Administration) Act 1992* (Cth).
- (b) Unless otherwise agreed with an individual employee, such contribution shall be made to one of the following funds:
 - (i) Australian Enterprise Superannuation (AES);
 - (ii) The Health Employees Superannuation Trust of Australia (HESTA);
 - (iii) Retail Employees Superannuation Trust (REST);

- (iv) Australian Super;
 - (v) Sunsuper; or
 - (vi) The Queensland Independent Education and Care Superannuation Trust (QIEC).
- (c) Where Commonwealth legislation provides for choice of fund rights to an employee subject to this Award, and an employee fails to elect which superannuation fund to which employer contributions are directed, the employer shall direct contributions to a fund listed in clause 14(b).

PART 5 - Hours of Work and Related Matters

15. Hours of duty

15.1 Ordinary hours of duty

- (a) Subject to clauses 15.1(b) and 15.2, the ordinary hours of duty for all full-time employees covered by this Award, exclusive of meal breaks, shall be an average of 38 hours per week to be worked on a maximum of 5 days each week, with a maximum of 8 hours per day.
- (b) Subject to clause 18.1(b), where there is agreement between the employer and an employee up to a maximum of 10 ordinary hours may be worked in any one day.
- (c) The ordinary hours of duty may be worked:
 - (i) For employees in the OSHC and vacation care stream - between 0600 and 1900, Monday to Friday.
 - (ii) For employees in the Clerical and administrative stream - between 0600 and 1900 Monday to Friday, and, where there is agreement between the employer and an employee, between 0600 and 1200 on a Saturday.
 - (iii) For employees in the Retail operations stream - between 0600 and 2100, Monday to Friday, and between 0600 and 1900, Saturday and Sunday.
 - (iv) For all other streams - between 0600 and 1900, Monday to Sunday.
- (d) All ordinary time worked by an employee on a Saturday shall be paid for at the rate of time and one-half with a minimum payment as follows:
 - (i) for Clerical and administrative, Operations managers and Retail operations streams, respectively - 3 hours' work per day; and
 - (ii) for all other streams - 2 hours' work per day.
- (e) All ordinary time worked by an employee on a Sunday shall be paid for at the rate of double time with a minimum payment as follows:
 - (i) for Clerical and administrative, Operations managers and Retail operations streams, respectively - 3 hours' work per day; and
 - (ii) for all other streams - 2 hours' work per day.

15.2 Term time engagement

- (a) An employee of a P&C Association may be employed as a term time employee.
- (b)
 - (i) An employee will be considered as a term time employee if they are employed in a part of the P&C Association's business that has traditionally run during term time (e.g. Clerical and administrative stream, Operations managers stream and Retail operations stream).
 - (ii) An employee engaged in any other stream may agree in writing to a term time arrangement.
- (c) A term time employee is to be engaged for not more than the educational weeks of the school year or as otherwise agreed in writing. A school term may be extended by up to one week for the purpose of set up or closing of a business operation.
- (d) The entitlements for a term-time employee shall not be less than those for a non-term time counterpart, except that no ordinary wages are payable for the time the employee is not engaged to work.
- (e) Periods during which an employee is not engaged to work count as service and as employment for the purpose of the accrual of annual leave, sick leave, long service leave and wage increments.
- (f) A public holiday falling on a day which an employee would normally work during term time and a public holiday falling during the period of an employee's annual leave shall be paid for at the ordinary hourly rate for the number of hours that would ordinarily have been worked by the employee on that day of the week.
- (g) Pupil free days occurring during term-time are considered ordinary working days.

15.3 More than one engagement - OSHC and vacation care stream

A part-time employee engaged under a different stream in this Award may be engaged on a casual basis in a separate engagement under the OSHC and vacation care stream provided that such engagement satisfies the following criteria:

- (a) this arrangement is subject to mutual agreement between the employee and their 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 total 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.

15.4 Specific provisions for the OSHC and vacation care stream

- (a) Where a Level 5 Children Services employee is required, wholly or mainly, to be in direct contact with children during the operative hours of an OSHC and/or vacation care program and is required

to perform administrative duties in relation to the outside school hours care program, they will be employed for additional time to perform these administrative duties.

- (b) This additional time described in clause 15.4(a) will be the equivalent of not less than 15 minutes for each hour of contact time with the children.
- (c) Where an employee is required to prepare equipment and facilities for the outside hours care program, they will be allowed adequate paid time to perform these duties.

15.5 Rosters

- (a) Subject to clause 15.5(b), where the employer prescribes the ordinary working hours for an employee by way of a roster, not less than 7 days' notice of any change of roster shall be provided to the employee.
- (b) Other than in emergent circumstances, an employee in the OSHC and vacation care stream is to be given not less than 12 hours' notice of any change of roster where the employer prescribes the ordinary working hours for an employee by way of a roster.
- (c) The roster prescribed in clause 15.5(a) may be changed with less than the notice provided in clauses 15.5(a) or (b):
 - (i) in cases of sickness or unplanned absence;
 - (ii) by mutual agreement between the employer and the employee.

15.6 Rostered days off

- (a) An employer and an employee or group of employees may agree to implement a rostered day off system.
- (b) The rostered day off system described in clause 15.6(a) will reflect that an employee must work 19, eight hour, days whilst being paid for 7.6 hours per day, before becoming entitled to a paid 7.6 hour rostered day off.

16. Meal breaks

16.1 Meal breaks - all employees

- (a) No employee shall be required to work longer than 5 hours without an unpaid meal break and no employee shall be required to take more than 60 minutes or less than 30 minutes in one continuous period for each unpaid meal break.
- (b) Meal breaks shall be taken between the third and sixth hour of engagement or as otherwise agreed between the employer and the employee.
- (c) An employee who is engaged for not more than 6 hours may elect to forgo their unpaid meal break.

16.2 Meal break - OSHC and vacation care stream

In addition to the provisions in clause 16.1, an employee engaged to work primarily within the OSHC and vacation care stream may:

- (a) by mutual agreement with their employer, be allowed a paid crib break of 30 minutes to be counted as time worked where the employee may be required to supervise children;

- (b) if required to work through their meal period, other than as prescribed in clause 16.2(a), be paid as per the overtime provisions in clause 18, payment of which shall continue until such time as the employee finishes work or is allowed a 30 minute unpaid meal break.

17. Rest pauses

- (a) An employee who works a minimum of 4 consecutive ordinary hours but less than 7.6 consecutive ordinary hours (excluding the meal break) on any one day is entitled to a paid rest pause of 10 minutes duration.
- (b) An employee who works a minimum of 7.6 consecutive ordinary hours (excluding the meal break) on any one day is entitled to a rest pause of 10 minutes duration in the first half and second half of the period worked.
- (c) All rest pauses shall be taken in the employer's time.
- (d) All rest pauses shall be taken at times to suit the convenience of the employer so as not to interfere with the continuity of work where continuity, in the opinion of the employer, is necessary.

18. Overtime

18.1 Overtime

- (a) Subject to clauses 18.1(b) and (c) and clause 18.3, all time worked by an employee in excess of their ordinary working hours, or outside the hours specified in clause 15.1(c), shall be deemed to be overtime and paid for at the rate of time and one-half for the first 3 hours and double time thereafter.
- (b) All time worked by a casual employee in excess of 8 hours on any day, or in the case of a casual employee in the OSHC and vacation care stream 10 hours on any day, shall be deemed to be overtime and paid for at the rate of time and one-half for the first 3 hours and double time thereafter.
- (c) All overtime worked on a Sunday shall be paid at the rate of double time.
- (d) All overtime worked on a Saturday and Sunday shall be for a minimum payment as for 2 hours' work.

18.2 Time off in lieu (TOIL)

- (a) By mutual agreement in writing between the employee and employer, an employee may elect to take TOIL in lieu of payment for overtime on a time for time basis.
- (b) Subject to clauses 18.2(c) and (d), TOIL accumulated pursuant to clause 18(a) shall be taken within 28 days, with any TOIL not taken within that time to be paid out to the employee.
- (c) The period of time prescribed in clause 18(b) may be extended, by mutual agreement between the employer and the employee, to a period not exceeding 12 months from the date the overtime is worked.
- (d) In the case of a term time employee, the employee shall be paid out any untaken TOIL at the next school vacation period or other agreed period, not exceeding 12 months from the date the overtime is worked.
- (e) Any untaken TOIL which is paid out in accordance with clauses 18.2(b) or (d) will be paid at the overtime rate it was accrued.

18.3 Payment for meetings

- (a) 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 times, such attendance shall be paid for at a minimum rate of:
 - (i) single time for the first 1.5 hours, with a minimum payment of one hour;
 - (ii) time and one-half for all time in excess of 1.5 hours and up to and including 3 hours; or
 - (iii) double time for all time in excess of 3 hours.
- (b) In clause 18.3 '**meeting**' includes but is not limited to: staff meetings, meetings to discuss accreditation requirements, meetings with parents, P&C meetings and meetings where training is delivered.

PART 6 - Leave of Absence and Public Holidays

19. Annual leave

Annual leave is provided for in Division 5 of the QES. Clauses 19.1 and 19.2 supplement the QES.

19.1 Payment for annual leave

An employee proceeding on annual leave is entitled to receive the following payments:

- (a) an amount equal to the ordinary wage being paid to the employee immediately before the employee takes the leave for the period of such leave; and
- (b) a further amount equal to 17.5% of the amount calculated in accordance with clause 19.1(a)(i).

19.2 Taking of annual leave

- (a) Unless otherwise mutually agreed, a term time employee shall take their annual leave during the Christmas vacation period.
- (b) If the employee and employer cannot agree when leave is to be taken, the employer:
 - (i) may decide when the employee is to take leave; and
 - (ii) must give the employee at least 14 days' written notice of the starting date of the leave.
- (c) The employer may prescribe in an employee's employment contract any closure period/s during which the employee must take annual leave.

20. Personal leave

- (a) Personal leave is provided for in Division 6 of the QES and covers:
 - (i) sick leave;
 - (ii) carer's leave;
 - (iii) bereavement leave; and

- (iv) cultural leave
- (b) In addition to the provisions of Subdivision 2 of Division 6 of the QES an employee is entitled to use any sick leave to which they have an entitlement for carer's leave purposes.
- (c) Sick leave may be taken for part of a day.
- (d) Entitlement to sick leave is subject to the employee promptly notifying the employer of the employee's absence and of its expected duration.
- (e) An application for sick leave of more than 2 days is to be supported by a medical certificate or any other evidence that is acceptable to the employer.

21. Parental leave

Parental leave is provided for in Division 8 of the QES and covers:

- (a) birth-related leave for an employee who is pregnant or whose spouse gives birth;
- (b) adoption leave; and
- (c) surrogacy leave.

22. Long service leave

Long service leave, including for casual employees, is provided for in Division 9 of the QES.

23. Public holidays

Public holidays are provided for in Division 10 of the QES. Clause 23.1 to 23.4 supplement the QES provisions.

23.1 Payment for public holidays and for work on a public holiday

- (a) An employee (other than a casual employee) who would normally work on a day on which a public holiday falls and who:
 - (i) is not required to work on that day, shall be paid for the ordinary hours the employee would normally have worked if that day had not been a public holiday;
 - (ii) is required to work on the public holiday shall, in addition to the payment prescribed in clause 23.1(a)(i), be paid at the rate of time and one-half for any hours worked, with a minimum payment as for 4 hours' work for the day.
- (b) An employee (including a casual employee) who would normally work on a day on which a public holiday falls and who performs authorised overtime outside the employee's ordinary working hours for that day shall be paid for such time at double the overtime rate prescribed in clause 18.2.
- (c) An employee (including a casual employee) who would not normally be required to work on a public holiday but who is required to work on that day shall be paid at the rate of double time and one-half for any hours worked, with a minimum payment as for 4 hours' work for the day.
- (d) The minimum payment provided in clauses 23.1(a) or (c) shall not apply where the work performed on the public holiday is immediately preceding or following ordinary hours.

23.2 Substitution

- (a) Subject to statutory limitations (such as the time/s work may not be performed on Anzac Day) where there is agreement between the P&C Association and an employee or employees, another ordinary working day may be substituted for a public holiday/s.
- (b) Where an employee is subsequently required to work on the substituted day they shall be paid at the rate prescribed in clause 23.1.

23.3 Term time employees

If a full-time or part-time employee:

- (a) is stood down by an employer during the end of year school vacation period; and
- (b) is re-employed by the employer before the end of January the following year; and
- (c) was employed by the employer for a continuous period of at least two weeks immediately before being stood down,

the employee is entitled to be paid, at their ordinary rate immediately before the stand down, for the Christmas Day, Boxing Day and New Year's Day public holidays between the stand down and the re-employment.

24. Jury service

- (a) Jury Service is provided for in Division 12 of the QES. Clause 24(b) supplements the QES provisions.
- (b) By agreement between an employer and an employee, fees (other than meal allowance) received by the employee to attend jury service may be paid to the employer and the employer will continue to pay the employee their ordinary pay for the time the employee is absent on jury service.

PART 7 - Travelling and Working Away From Usual Place of Work

25. Travelling time and expenses

- (a) Employees travelling under the employer's instructions shall be deemed to be working while so travelling so far as they may be travelling during ordinary hours of duty.
- (b) All reasonable fares incurred by an employee whilst travelling on the employer's business shall be paid by the employer.
- (c) The fares allowed shall be:
 - (i) on passenger coaches - normal fare;
 - (ii) on trains - first class (with sleeping berths if available); and
 - (iii) on passenger aircraft - economy class.
- (d) Employees required within ordinary working hours to travel in excess of 3.2 kilometres from the location where they are usually employed shall be allowed reasonable return fares.

- (e) Employees required, in the course of the employee's work, to remain away from home overnight shall be reimbursed by the employer all actual and reasonable expenses for accommodation, meals and incidental expenses necessarily incurred by the employee.

PART 8 - Training and Related Matters

26. Conferences, seminars and other training events

- (a) Where an employer approves an employee's attendance at a course, seminar, conference or similar event relevant to their employment, the employer will:
 - (i) pay the cost of the event;
 - (ii) provide transport to the event or pay the allowance to the employee specified in clause 13.6 for travel to and from the event;
 - (iii) pay all other expenses associated with attending the event, including accommodation expenses.
- (b) Time spent travelling to and attending such events outside the employee's ordinary working hours is unpaid time.
- (c) Where an employee attends an event in accordance with the provisions of clause 26(a) during ordinary working hours the employee shall not suffer any loss of pay.
- (d) The employer is not to unreasonably withhold permission for an employee to attend an event of the type described in clause 26(a) during or outside ordinary working hours.

PART 9 - Union Related Matters

27. Union encouragement

- (a) The parties recognise the right of individuals to join a union and will encourage that membership. However, it is also recognised that union membership remains at the discretion of individuals.
- (b) An application for union membership and information on the relevant union/s will be provided to all employees at the point of engagement, indicating the union relevant to the employee's employment stream.
- (c) Information on the relevant union/s will be included in induction materials.

28. Union delegates

- (a) The parties acknowledge the constructive role democratically elected union delegates undertake in the workplace in relation to union activities that support and assist members. That role will be formally recognised, accepted and supported.
- (b) Employees will be given full access to union delegates/officials during working hours to discuss any employment matter or seek union advice, provided that service delivery is not disrupted and work requirements are not unduly affected.
- (c) Provided that service delivery and work requirements are not unduly affected, delegates will be provided convenient access to facilities for the purpose of undertaking union activities. Such facilities include: telephones, computers, e-mail, photocopiers, facsimile machines, storage facilities, meeting rooms and notice boards. It is expected that management and delegates will

take a reasonable approach to the responsible use of such facilities for information and communication purposes.

- (d) Subject to the relevant employee's written approval and any confidentiality provisions, delegates may request access to documents and policies related to a member's employment.

29. Industrial relations education leave

- (a) Clause 29 shall not apply to a P&C Association that employs employees working a total of fewer than 456 hours, on average, per week excluding overtime, Monday to Sunday, over the previous 6 months (excluding school vacation periods).
- (b) Industrial relations education leave is paid time off to acquire knowledge and competencies in industrial relations. Such knowledge and competencies can allow employees to effectively participate in consultative structures, perform a representative role and further the effective operation of grievance and dispute settlement procedures.
- (c) Employees may be granted up to 5 working days (or the equivalent hours) paid time off (non-cumulative) per calendar year, approved by the employer, to attend industrial relations education sessions.
- (d) Additional leave, over and above 5 working days non-cumulative (or the equivalent hours) in any one calendar year, may be granted where approved structured employees' training courses involve more than 5 working days (or the equivalent). Such leave will be subject to consultation between the employer, the relevant union and the employee.
- (e) Upon request and subject to approval by the employer, employees may be granted paid time off in special circumstances to attend management committee meetings, union conferences, and Australian Council of Trade Unions (ACTU) Congress.
- (f) The granting of industrial relations education leave or any additional special leave should not impact adversely on service delivery, work requirements or the effectiveness and efficiency of the business unit concerned. At the same time, such leave shall not be unreasonably refused.
- (g) At the discretion of the employer, employees may be granted special leave without pay to undertake work with their union.

30. Right of entry

- (a) Authorised industrial officer
 - (i) An 'authorised industrial officer' is any union official holding a current authority issued by the Industrial Registrar.
 - (ii) Right of entry is limited to workplaces where the work performed falls within the registered coverage of the union.
- (b) Entry procedure
 - (i) An authorised industrial officer may enter a workplace at which an employer carries on a calling of the officer's organisation, during the employer's business hours, to exercise a power under Chapter 9, Part 1, Division 5, Subdivision 2 of the Act as long as the authorised industrial officer:
 - (A) has notified the employer or the employer's representative of the officer's presence; and

- (B) produces their authorisation, if required by the employer or the employer's representative.
 - (ii) Clause 30(b)(i) does not apply if, on entering the workplace, the officer discovers that neither the employer nor the employer's representative having charge of the workplace is present.
 - (iii) A person must not obstruct or hinder any authorised industrial officer exercising their right of entry.
 - (iv) If the authorised industrial officer does not comply with a condition of clause 30(b)(i) the authorised industrial officer may be treated as a trespasser.
- (c) Inspection of records
- (i) An authorised industrial officer is entitled to inspect the time and wages record required to be kept under section 339 of the Act.
 - (ii) An authorised industrial officer is entitled to inspect such time and wages records of any current employee except if the employee:
 - (A) is ineligible to become a member of the authorised industrial officer's union; or
 - (B) has made a written request to the employer that they do not want their record inspected.
 - (iii) The authorised industrial officer may make a copy of the record, but cannot require any help from the employer.
 - (iv) A person must not, by threats or intimidation, persuade or attempt to persuade an employee or prospective employee to make, or refuse to make, a written request to the employer or prospective employer that the record not be available for inspection by an authorised industrial officer.
- (d) 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:
- (i) matters under the Act during working or non-working time; and
 - (ii) any other matter with a member or employee eligible to become a member of the union, during non-working time.
- (e) Conduct
- (i) The employer must not obstruct the authorised industrial officer exercising their right of entry powers.
 - (ii) An authorised industrial officer must not wilfully obstruct the employer, or an employee during the employee's working time.

Note: Clause 30 - Right of entry, deals with comparable provisions contained within the Act. In order to ensure the currency of existing legal requirements parties are advised to refer to Chapter 9, Part 1, Division 5 of the Act as amended from time to time.

Schedule 1 - Position Descriptors - Clerical and Administrative Stream

All employees in this stream perform clerical or administrative duties in nature.

Level 1

Characteristics of the work

Level 1 in this structure is to be viewed as the level at which employees learn and gain competency in the basic clerical skills required by the employer which, in many cases, would lead to progress through the classification structure as their competency and skills are increased and utilised.

Employees at this level may include the initial recruit who may have limited relevant experience. Initially, work is performed under close direction using established practices, procedures and instructions. Later, work is likely to be performed under routine supervision with intermittent checking.

Such employees perform routine clerical and office functions requiring an understanding of clear, straight forward rules or procedures. Problems can usually be solved by reference to established practices, procedures and instructions.

Employees at this level are responsible and accountable for their own work within established routines, methods and procedures and the less experienced employee's work may be subject to checking at all stages. The more experienced employee may be required to give assistance to less experienced employees in the same classification.

Typical duties/skills:

Indicative typical duties and skills of this level may include:

- directing telephone callers to appropriate staff, issuing and receiving standard forms, relaying internal information and greeting of visitors e.g. reception, switchboard.
- telephonists involved in the manipulation of communication apparatus, including computerised keyboard/switchboard/call centre.
- maintenance of basic manual and/or computerised records.
- scanning documents and filing electronic documents and emails in a document management system.
- uploading documents to the intranet or internet.
- filing, recording, matching, checking and batching of accounts, records, invoices, orders, store requisitions etc.
- handling, recording or distributing mail including messenger service.
- simple stock control functions (e.g. seeing that the office or department has adequate supplies of stationery, standard printed forms, tea room amenities etc.) within clearly established parameters.
- data entry, typing and audio typing. The routine operation of a range of equipment including scanners, adding machines, calculators, cash registers, facsimile machines, photocopiers, guillotines, franking machines, switchboard, computerised radio/telephone equipment, or any other equipment to facilitate communications, paging systems, telephone/intercom systems, telephone answering machines.
- the basic use of keyboard operated equipment including desktop computers and laptops, tablets and printers.

Level 2

Work level description

Employees shall be graded at this level where the principal characteristics of their employment, as determined by the employer, are identified as follows.

Characteristics

This level caters for the employees who have had sufficient experience and/or training to enable them to carry out their assigned duties under limited supervision.

Employees at this level are responsible and accountable for their own work, with checking related to overall progress. In some situations detailed instructions may be necessary. Employees are required to exercise judgement and initiative within a broad range of their skills and knowledge.

The work of these employees may be subject to final checking and as required progress checking. Such employees may be required to check the work and/or provide guidance to other employees at a lower level and/or provide assistance to less experienced employees at the same level.

Typical duties/skills

Indicative typical duties and skills at this level may include:

- reception/switchboard/call centre duties as in Level 1 and, in addition, responding to enquiries where presentation and the use of interpersonal skills together with the acquisition of sound knowledge of the organisation's operations and services are a key aspect of the position, e.g. reception/switchboard.
- specialised operations of computerised telephone/switchboard equipment, desktop computer and laptop.
- word processing e.g. the use of a word processing software package to create, format, edit, correct, print and save text documents.
- stenographer/person solely employed to take shorthand at 100 words per minute and to transcribe by means of appropriate keyboard equipment at 98% accuracy.
- data entry, typing and audio typing at 65 words per minute at 98% accuracy.
- maintenance of electronic and hard-copy documents, emails, correspondence and publications, including initial processing and recording relating to the following:
 - reconciliation of accounts balance
 - incoming/outgoing cheques
 - invoices
 - debit/credit items
 - payroll data
 - petty cash imprest system
 - letters etc.
- secretarial - performing a broad range of clerical functions within this level.
- update calendars for specific individuals, groups or purposes (e.g. out of office calendar, training calendar, project team calendar) including booking meetings, rooms and resources.
- computer applications involving clerical skills at this level, which may include one or more of the following functions:

- maintain and update document management systems
- create a data base/files/records
- spreadsheet/worksheet
- graphics
- accounting/payroll file following standard procedures and using existing models/fields of information.

Level 3

Work level description

Employees shall be graded at this level where the principal characteristics of their employment, as determined by the employer, are identified as follows:

Characteristics

Employees at this level have achieved a standard to be able to perform specialised or non-routine tasks or features of the work.

Work is likely to be without supervision with general guidance on progress and outcomes sought and involves the application of knowledge with depth in some areas and a broad range of skills. Initiative, discretion and judgement are required in carrying out assigned duties.

Such employees may be required to give assistance and/or guidance (including guidance in relation to quality of work and which may require some allocation of duties) to employees in Level 1 and 2 and would be able to train such employees by means of personal instruction and demonstration.

Typical duties/skills:

Indicative typical duties and skills in this level may include:

- prepare cash payment summaries, banking report and bank statements, calculate and maintain wage and salary records; follow credit referral procedures; apply purchasing and inventory control requirements; post journals to ledger etc. at a higher level than at Level 2.
- provide detailed advice and information on the organisation's products and services; respond to client/public/supplier problems within own functional area utilising a high degree of interpersonal skills.
- secretarial - performing a broad range of clerical functions at a higher level than at Level 2.
- apply computer software packages utilizing clerical skills at a higher level than at Level 2.

Level 4

Work level description

Employees shall be graded at this level where the principal characteristics of their employment, as determined by the employer, are identified as follows:

Characteristics:

Employees at this level will have achieved a level of organisation or industry specific knowledge sufficient for them to give independent advice and/or information to the organisation and clients in relation to specific areas of their responsibility.

Whilst not a pre-requisite, a feature of this level is responsibility for supervision of employees in lower levels in terms of co-ordinating work flow, checking progress and resolving problems.

Judgement is required in planning and selecting appropriate equipment, services, techniques and work organisation for self and others.

Employees at this level exercise initiative, discretion and judgement regularly in the performance of their duties. They are able to train employees in Levels 1-3 by personal instruction and demonstration.

Typical duties/skills:

Indicative typical duties and skills in this level may include:

- secretarial/executive services - performing a broad range of clerical functions at a level higher than at Level 3, which may include the following:
- maintain executive diary; attend executive/organisational meetings and take minutes; establish and/or maintain current working and personal filing systems for executives; answer executive correspondence from verbal or handwritten instructions.
- responsibility for the preparation of financial/tax schedules; calculation of costings and/or wage and salary requirements; completion of personnel/payroll data for authorisation; reconciliation of accounts to balance.
- advise on/provide information on one or more of the following:
 - employment conditions
 - workers compensation procedures and regulations
 - superannuation entitlements, procedures and regulations.
- apply computer software packages utilizing clerical skills at a level higher than at Level 3.

Level 5

Work level description

Employees shall be graded at this level where the principal characteristics of their employment, as determined by the employer, are identified as follows:

Characteristics:

Employees at this level are subject to broad guidance or direction and would report to more senior staff as required.

Such employees will typically have worked or studied in a relevant field and will have achieved a standard of relevant and/or specialist knowledge and experience sufficient to enable them to independently advise on a range of activities and features and contribute, as required, to the determination of objectives within the relevant field/s of their expertise.

Responsible and accountable for their own work and may have delegated responsibility for the work under their control or supervision in terms of, inter alia, scheduling workloads, resolving operations problems, monitoring the quality of work produced as well as counselling staff for performance and work related matters.

Employees at this level would also be able to train and to supervise employees in lower levels by means of personal instruction and demonstration. They often exercise initiative, discretion and judgement in the performance of their duties.

The possession of relevant post secondary qualifications may be appropriate but not essential.

Typical duties/skills:

Indicative typical duties and skills in this level may include:

- operates and is responsible for a complex and diverse payroll system.
- apply detailed knowledge of organisation's objectives, performance, projected areas of growth, product trends and general industry conditions for the purposes of assisting in developing policy or new products and services to meet changing market needs or other circumstances.
- application of computer software packages including evaluating and determining optimum software solutions or the integration of complex word processing/data/graphics text.
- prepare internal reports for management in any or all of the following areas:
 - account/financial
 - staffing
 - legislative requirements
 - other significant company activities/operations.
- finalise quotations or costings by applying a detailed knowledge of variable inputs, margins, market conditions, supply and delivery arrangements.
- executive secretary/executive assistant who performs a broad range of executive support functions with minimal direction or supervision.

Schedule 2 - Position Descriptors - Health and Fitness Stream

Level 1

An employee at this level works under general supervision and uses some judgement in predictable circumstances.

(a) Swim school worker - indicative experience:

is:

- a beginner Instructor; **and**
 - holder of current Austswim registration or equivalent.
- or**
- has successfully completed the employer's relevant induction training; **or**
 - holds an Australian Swimming Inc. Green Licence for Coaching and has successfully completed the employer's relevant induction training.

(b) Other fitness workers - indicative skills/experience:

- works in the relevant field under supervision within legislative requirements for that field, without any formal qualifications; **and**
- has no relevant industry experience.

Level 2

An employee at this level works under general supervision and exercises limited discretion within defined procedures.

(a) Swim school worker indicative experience:

is:

- an intermediate Instructor holding current Austswim registration or equivalent and who has successfully completed the employer's relevant induction training; **and**
 - has performed 12 hours per year of recognised "workshop" and 250 hours of instructing Learn-to-Swim and a second recognised instructing qualification;
- or**
- has delivered 350 hours of instructing Learn-to Swim; **or**
 - holds an Australian Swimming Inc. Bronze Coaching Licence and has successfully completed the employer's relevant induction training.

(b) Other fitness workers - indicative skills/experience:

- has completed 456 hours at level 1; **or**
- holds a certificate I or II in the relevant field.

Level 3

An employee at this level works under limited supervision and performs work of a higher level complexity than an employee at Level 2.

(a) Swim school worker - indicative experience:

- an employee at this level shall be an experienced instructor:
 - who holds a current Austswim registration or equivalent who successfully completed the employer's relevant induction training; **and**

- has performed 12 hours per year of recognised 'workshops' and 500 hours of instructing Learn-to-Swim and a third recognised swim instructing qualification;
 - or**
 - an experienced instructor:
 - has delivered 700 hours of instructing Learn-to-Swim; **and**
 - holds an Australian Swimming Inc. Bronze Coaching Licence, having successfully completed the employer's relevant induction training, and has performed 12 hours per year of recognised workshops and 500 hours of coaching junior squads and attendance at a recognised seminar/conference within the past 12 months, or conducted 700 hours of coaching of junior squads.
- (b) Other fitness worker - indicative skills/experience:
- holds a certificate III in the relevant field and undertakes duties required at this level.

Level 4

An employee at this level works from complex instructions and procedures and is able to coordinate work in a team environment or work individually under general supervision.

- (a) Swim school worker - indicative experience:
- has aggregate skills and experience and qualifications required of Level 2 and 3 operatives.
- (b) Other fitness worker - indicative skills/experience:
- has completed a Certificate IV or higher in relevant field and undertakes duties required at this level.

Schedule 3 - Position Descriptors - Operations Managers Stream

P&C Operations Managers include any person employed by a P&C Association principally to manage all P&C business operations. The duties would include but not be limited to: staffing rosters, ordering, invoicing, billing, charging, checking or otherwise dealing with records, writing, correspondence, books, accounts and liaising with volunteers.

Level 1 in this structure is to be viewed as the level at which employees have the competency in the basic clerical skills required by the employer which in many cases would lead to progress through the classification structure as their competency and skills are increased and utilised.

Reclassification criteria - in the event that there is a claim for reclassification by an employee to a higher level under this structure on the ground that the employee's duties and responsibilities are reflected within the classification criteria for that level, the grievance and dispute settling procedure (Part 2) shall be followed.

All employees under this stream shall be classified in one of the following levels:

Level 1

Employees shall be graded at this level where the principal characteristics of their employment, as determined by the employer, are identified as follows:

Characteristics:

- will have achieved a level of organisation or industry specific knowledge sufficient for them to give independent advice and/or information to the organisation and clients in relation to specific areas of their responsibility.
- whilst not a pre-requisite, a feature of this level is responsibility for supervision of employees in lower levels in terms of coordinating work flow, checking progress and resolving problems.
- judgment is required in planning and selecting appropriate equipment, services, techniques and work organisation for self and others.
- exercise initiative, discretion and judgment regularly in the performance of their duties.
- able to train employees in P&C administration offices by personal instruction and demonstration.

Typical duties/skills:

Indicative typical duties and skills in this level may include:

- secretarial/executive services - performing a broad range of clerical functions, which may include the following:
 - attend executive/organisational meetings and take minutes
 - establish and/or maintain current working and personal filing systems for the executive
 - answer executive correspondence from verbal or handwritten instructions
 - responsibility for the preparation of financial/tax schedules
 - calculation of costings and/or wage and salary requirements
 - completion of personnel/payroll data for authorisation
 - reconciliation of accounts to balance.
- advise on/provide information on one or more of the following:
 - employment conditions
 - workers' compensation procedures and regulations

- superannuation entitlements, procedures and regulations.
- apply computer software packages utilising high level clerical skills.

Level 2

Employees shall be graded at this level where the principal characteristics of their employment, as determined by the employer, are identified as follows:

Characteristics:

- are subject to broad guidance or direction and would report to the P&C Executive Committee as required.
- such employees will typically have worked or studied in a relevant field and will have achieved a standard of relevant and/or specialist knowledge and experience sufficient to enable them to independently advise on a range of activities and features and contribute, as required, to the determination of objectives within the relevant field/s of their expertise.
- responsible and accountable for their own work and may have delegated responsibility for the work under their control or supervision in terms of, inter alia, scheduling workloads, resolving operations problems, monitoring the quality of work produced, as well as counselling staff for performance and work related matters.
- able to train and to supervise employees in lower levels by means of personal instruction and demonstration. They often exercise initiative, discretion and judgment in the performance of their duties.
- the possession of relevant post-secondary qualifications may be appropriate but not essential.

Typical duties/skills:

- operates and is responsible for a complex and diverse payroll system.
- applies detailed knowledge of organisation's objectives, performance, projected areas of growth, product trends and general industry conditions for the purposes of assisting in developing policy or new products and services to meet changing market needs or other circumstances.
- application of computer software packages including evaluating and determining optimum software solutions or the integration of complex word processing/data/graphics text.
- prepare internal reports for management in any or all of the following areas:
 - account/financial
 - staffing
 - legislative requirements
 - other significant company activities/operations.
- finalises quotations or costings by applying a detailed knowledge of variable inputs, margins, market conditions, supply and delivery arrangements.
- executive Secretary/Executive Assistant who performs a broad range of executive support functions with minimal direction or supervision.

Level 3

Employees shall be graded at this level where the principal characteristics of their employment, as determined by the employer, are identified as follows:

Characteristics:

- will work in conjunction with the P&C Executive and would report to the P&C Executive Committee as required
- such employees will typically have worked or studied in a relevant field and will have achieved a standard of relevant and/or specialist knowledge and experience sufficient to enable them to independently advise on a range of activities and features and contribute, as required, to the determination of objectives within the relevant field/s of their expertise.
- responsible and accountable for their own work and may have responsibility for the work under their control or supervision in terms of, inter alia, all facets of management, accountabilities and responsibilities with the enterprises. The employee will effectively manage all business units under the control of the P&C Association including all management functions such as finances, purchasing, reporting and staffing requirements and recommendations.
- able to train and to supervise employees in lower levels by means of personal instruction and demonstration. They often exercise initiative, discretion and judgement in the performance of their duties.
- the possession of relevant post-secondary qualifications may be appropriate but not essential.

Typical duties/skills:

- manages and is responsible for a complex and diverse payroll system.
- applies detailed knowledge of the organisation's objectives, performance, projected areas of growth, product trends and general industry conditions for the purposes of assisting in developing policy or new products and services to meet changing market needs or other circumstances.
- application of specialised computer software packages, e.g. payroll, including evaluating and determining optimum software solutions or the integration of complex word processing/data/graphics text.
- prepares internal and external reports for P&C management in any or all of the following areas:
 - account/financial
 - staffing
 - legislative requirements and obligations
 - workplace health and safety audits
 - other significant associated activities/operations.
- finalises quotations or costings by applying a detailed knowledge of variable inputs, margins, market conditions, supply and delivery arrangements.

Progression - Operations Manager

An Operations Manager shall move from Level 1 to Level 2 in accordance with the provisions of clause 12.7.

Progression to Level 3 will be appointment only.

Schedule 4 - Position Descriptors - Outside School Hours Care (OSHC) and Vacation Care Stream

Level 1

Characteristics

A Level 1 employee is one who has no formal qualifications but is able to perform work within the scope of this level. The employee will work under direct supervision in a team environment and will receive guidance and direction at all times. The employee will receive structured and regular on-the-job training to perform the duties expected at this level. Normally an employee at this level will not be left alone with a group of children.

Typical duties/skills:

- learning and implementing the policies, procedures and routines of the service.
- learning how to establish relationships and interact with children.
- learning the basic skills required to work in this environment with children.
- giving each child individual attention and comfort as required.
- basic duties including food preparation, cleaning and gardening.
- supervising children's activities.
- ensure the health and safety of the children in care.
- routine communication with parents to the level of the employee's competence;

Progression

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

Level 2

Characteristics

A Level 2 employee is one who has completed 12 months at Level 1, or in the opinion of the employer has sufficient knowledge and experience to perform the work within the scope of this level. An employee at this level has limited knowledge and experience in children's services and is expected to take limited responsibility for their own work.

Typical duties/skills:

- assist in the implementation of the children's program under supervision.
- assist in the implementation of daily care routines.
- develop awareness of and assist in maintenance of the health and safety of the children in care.
- give each child individual attention and comfort as required.
- understand and work according to the centre or service's policies and procedures.
- demonstrate knowledge of hygienic handling of food and equipment.

Level 3

Characteristics

A Level 3 employee is one who has completed an approved AQF Certificate III in Children Services or equivalent. Alternatively, this employee will possess, in the opinion of the employer, sufficient knowledge or experience to perform the duties at this level. An employee appointed at this level will

also undertake the same duties and perform the same tasks as an outside school hours care and vacation care Level 2 employee.

This classification will also include a cook who prepares at least one full meal per day for each of a substantial portion of children present at the centre.

Typical duties/skills:

- assist in the preparation, implementation and evaluation of developmentally appropriate programs for individual children or groups.
- record observations of individual children or groups for program planning purposes for qualified staff.
- under direction, work with individual children with particular needs.
- assist in the direction of untrained staff.
- undertake and implement the requirements of quality assurance.
- work in accordance with food safety regulations.
- liaise with parents.

Progression

Subject to this award, an employee at this level is entitled to progress to Level 3.3. An employee at this level who has completed an approved AQF Diploma or equivalent, and who demonstrates the application of skills and knowledge acquired beyond the competencies required for AQF Certificate III in the ongoing performance of their work, must be paid no less than the rate prescribed for Level 3.4.

Level 4A

A Level 4A employee is one who has not obtained the qualification required for a Level 4 employee who performs the same duties as a Level 4 employee.

Level 4

Characteristics

A Level 4 employee is one who has completed an approved AQF Diploma in Children Services or equivalent and is appointed as an Assistant to a Level 5 Children Services Employee.

Typical duties/skills:

- co-ordinate and direct the activities of employees engaged in the implementation and evaluation of developmentally appropriate programs.
- contribute, through the Coordinator, to the development of the centre or service's policies.
- co-ordinate centre or service operations including Occupational Health and Safety, program planning, staff training.
- responsible for the day-to-day management of the centre or service in the temporary absence of the Director and for management and compliance with licensing and all statutory and quality assurance issues.
- generally supervise all employees within the service.
- co-ordinating the activities of more than one group;
- supervising staff, trainees and students on placement; and
- assisting in administrative functions.
- ensure records are maintained accurately for each child in care.
- liaise as need be with members of a child's family.

Level 5A

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

Level 5

Characteristics

This level is for an employee who holds any of the following approved qualifications or equivalent:

- relevant Degree or a 3 or 4 year Early Childhood Education qualification
- AQF Advanced Diploma
- Diploma in Children's Services
- Diploma in Out-of-Hours Care,

or is otherwise a person possessing such experience or holding such qualifications deemed by the employer or the relevant legislation to be appropriate or required for the position, **and** who is appointed as the Coordinator of a service.

Typical duties/skills:

- responsible for the overall management and administration of the service.
- supervise the implementation of developmentally appropriate programs for children.
- recruit staff in accordance with relevant regulations.
- maintain day-to-day accounts and handle all administrative matters.
- ensure that the centre or service adheres to all relevant regulations and statutory requirements.
- ensure that the centre or service meets or exceeds quality assurance requirements.
- liaise with families and outside agencies.
- formulate and evaluate annual budgets.
- liaise with management committees as appropriate.
- provide professional leadership and development to staff.
- develop and maintain policies and procedures for the centre or service.
- may be appointed as the Nominated Supervisor.

Progression:

- a Coordinator appointed to co-ordinate the activities of a service licensed to accommodate up to 59 children will be paid at the wage range Level 5.1 to 5.3.
- a Coordinator appointed to co-ordinate the activities of a service licensed to accommodate 60 or more children will be paid at the wage range Level 5.4 to 5.6.

Schedule 5 - Position Descriptors - Retail Operations Stream

Employees in this stream are employed in the retail operations of a Parents and Citizens Association. Such employees may work in or oversee the following operations:

- P&C tuckshop/canteen
- P&C uniform shop
- P&C book/stationary shop
- P&C café
- P&C stall, function and/or event

Retail Assistant

Characteristics

A Retail Assistant is a person appointed by a P&C Association to provide assistance, under direction, towards the retailing operations of a P&C Association.

Typical duties/skills:

- prepare food.
- check and record deliveries.
- check temperatures.
- serve customers.
- count, rotate and store stock.
- basic cleaning tasks.
- handle and count cash.
- assist volunteers.

Retail Manager

Level 1

Characteristics

A Retail Manager Level 1 is a person appointed by a P&C Association to co-ordinate that P&C Association's retail operations in a school with less than 600 students. That person shall be accountable to the P&C Association.

Typical duties/skills:

- all duties as outlined for Retail assistant.
- may be required to supervise manage, and train other employees and/or volunteers.
- responsible for the maintenance of correct records.
- bank monies.
- order stock and maintain stock levels.
- oversee everyday workplace health and safety.
- develop written reports.
- complete data entry relevant to their area of operation.
- assist with budget development.
- liaise with parents, students, volunteers and other community stakeholders.
- develop menus.
- provide advice to the management committee on the successful running of the business operation.
- assist in the recruitment and selection of lower classified employees and /or volunteers.

- ensure compliance with government policies and procedures.
- ensure operation is compliant with mandatory food safety requirements, where applicable.

Level 2

A Retail Manager Level 2 is a person appointed by a P&C Association to complete the same/similar duties as a Level 1 Retail manager:

- in a school with 600 or more students; **or**
- in a school with less than 600 students, who has an AQF qualification of at least Certificate III in a related area to which they are employed.

Level 3

A Retail Manager Level 3 is a person appointed by a P&C Association to complete the same/similar duties as a Level 1 Retail manager:

- who has an AQF qualification of at least Certificate III in a related area; **and**
- works in a school with 600 or more students.

Schedule 6 - Position Descriptors - Support Worker Stream

Classification Criteria

Support workers are miscellaneous employees who provide essential services to support the P&C but are employees that are not classified in any other stream under this Award.

This stream does not cover those classes of employees who, because of the nature or seniority of their role, have not traditionally been covered by awards, including: managerial employees and professional employees such as accountants and finance, marketing, legal, human resources, public relations and information technology specialists.

The Support worker stream will **not** apply to those employees who can be classified elsewhere within this Award, an example being a cook in the OSHC and vacation care stream who is to be classified at Level 3 of that stream.

Level 1

Characteristics

All employees in this group are untrained, unqualified employees. Employees at this level will work under supervision with guidance and direction whilst exercising minimal judgment.

(a) Typical duties/skills

- assisting a qualified cook and/or basic food preparation and/or duties of a kitchen hand
- laundry work
- cleaning
- gardening
- driving
- maintenance (non-trade) / handyman
- general tidying up or packing up of immediate work area
- unqualified playroom attendant
- general counter duties

(b) Progression

An employee at this level will progress to Level 2 after 12 months, or earlier if the employee is performing the duties of a Level 2 employee.

Level 2

Characteristics

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

Typical duties/skills

- assisting a qualified cook and/or basic food preparation and/or duties of a kitchen hand
- laundry work
- cleaning
- gardening
- driving

- maintenance (non-trade) / handyman
- general tidying up or packing up of immediate work area
- unqualified playroom attendant
- general counter duties
- technicians (audio/video/light/maintenance)

Level 3

Characteristics

An employee at this level possesses a relevant AQF Certificate III or above, or equivalent skills and performs work at that level as required by the employer and is above the experience and training of a Level 2. This employee may be required to supervise other staff.

Typical duties/skills

- assisting a qualified cook and/or basic food preparation and/or duties of a kitchen hand
- laundry work
- cleaning
- gardening
- driving
- maintenance (non-trade) / handyman
- general tidying up or packing up of immediate work area
- unqualified playroom attendant
- general counter duties
- head Technician (public address/ light operations/ sound operations)

Schedule 7 - Supported Wage System

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

Definitions - In this Schedule:

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

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

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

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

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

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

Eligibility criteria

- (a) Employees covered by this Schedule will be those who are unable to perform the range of duties to the competence level required within the class of work for which the employee is engaged under this Award, because of the effects of a disability on their productive capacity, and who meet the impairment criteria for receipt of a disability support pension.
- (b) This Schedule does not apply to any existing employee who has a claim against the employer which is subject to the provisions of the Workers' Compensation and Rehabilitation Act 2003.

Supported wage rates

- (a) Employees to whom this Schedule applies will be paid the applicable percentage of the relevant minimum wage according to the following Table and Note:

Assessed capacity (see below)	Relevant minimum wage*
10%	10%
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

*Note: The minimum amount payable to an employee receiving a supported wage must not be less than \$87 per week.

- (b) Where an employee's assessed capacity is 10%, the employee must receive a high degree of assistance and support.

Assessment of capacity

- (a) For the purpose of establishing the percentage of the relevant minimum wage, the productive capacity of the employee will be assessed in accordance with the sws by an approved assessor, having consulted the employer and employee and, if the employee so desires, a union which the employee is eligible to join.
- (b) All assessments made under this Schedule must be documented in a sws wage assessment agreement, and retained by the employer as a time and wages record in accordance with the Act.

Review of assessment

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

Other terms and conditions of employment

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

Workplace adjustment

If the employer wishes to employ a person under the provisions of this Schedule it must take reasonable steps to make changes in the workplace to enhance the employee's capacity to do the job. Changes may involve re-design of job duties, working time arrangements and work organisation.

Trial period

- (a) In order for an adequate assessment of the employee's capacity to be made, the employer may employ a person under the provisions of this Schedule for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.
- (b) During that trial period the assessment of capacity will be undertaken and the percentage of the relevant minimum wage for a continuing employment relationship will be determined.
- (c) The minimum amount payable to the employee during the trial period must be no less than the amount recorded in the Note under the Table (above).
- (d) Work trials should include induction or training as appropriate to the job being trialed.
- (e) Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment will be entered into based on the outcome of assessment (see **Assessment of capacity** - above).

Schedule 8 - Trainees

The objective of Schedule 8 is to provide the form and substance of the conditions of employment including rates of pay to persons engaged under the traineeship System. The purpose is to enhance the skill levels and future employment prospects of trainees, particularly young people and the long term unemployed.

Engagement

- (a) A trainee means a person employed under a training agreement approved by the Department of Education and Training.
- (b) The engagement of a trainee shall not cause the displacement of a full-time employee. Nothing contained in Schedule 8 shall be interpreted so as to prevent the recruitment of junior employees by other methods.
- (c) A trainee shall undertake the approved on and off the job training course or program prescribed in the relevant training agreement or as notified to the trainee by the Department of Education and Training.
- (d) The employer shall provide a level of supervision in accordance with the approved training plan during the traineeship period.
- (e) The overall training program will be monitored by officers of the Department of Education and Training and/or other approved training organisation and training record books may be utilised as part of this monitoring process.
- (f) A traineeship shall not commence until the relevant Traineeship Agreement has been signed by the employer and trainee and lodged for registration with the relevant government agency.

Employment conditions - General

- (a) The trainee is permitted to be absent from work without loss of continuity of employment to attend the off the job training in accordance with the training agreement.
- (b) Where the employment of a trainee by the employer is continued after the completion of the traineeship period, such traineeship period shall be counted as service for all purposes of the Award and for all leave entitlements, including long service leave.
- (c) Trainees shall be exempt from authorised industrial action.
- (d) Except as specifically provided in Schedule 8, all other conditions prescribed by this Award shall apply to trainees.

Types of Traineeship

The following types of traineeship are available under this Schedule:

- (a) full-time traineeship - based on an average of 38 ordinary hours per week, with 20% of ordinary hours being allocated to approved training; and
- (b) a part-time traineeship - based on less than an average of 38 ordinary hours per week and at least an average of 15 hours per week. A part-time trainee will be paid in line with the following provisions:
 - (i) Where the approved training for a part-time traineeship is provided fully off-the-job by a registered training organisation, for example at school or at TAFE, the relevant minimum

wage for Wage Level A, B or C (as below) shall be paid for each ordinary hour worked by the trainee.

- (ii) Where the approved training for a part-time traineeship is undertaken solely on-the-job or partly on-the-job and partly off-the-job, the relevant minimum wage for Wage Level A, B or C (as below), minus 20%, applies to each ordinary hour worked by the trainee.

School-based trainees

- (a) When a school-based apprentice or trainee ceases to be enrolled in a school and/or institution offering secondary courses and the student has not completed the traineeship, they shall be entitled to continue as a trainee in accordance with the training contract.
- (b) A trainee undertaking a school-based traineeship may, with the agreement of the trainee, be paid an additional loading of 25% on all ordinary hours worked instead of paid annual leave, paid personal/carer's leave and paid absence on public holidays, provided that where the trainee works on a public holiday then the public holiday provisions of this Award apply.

Existing employees

- (a) An **existing employee** means a person who has been employed by an employer in a calling or classification relevant to the traineeship for at least 3 months immediately prior to becoming a trainee with that employer.
- (b) An existing employee may participate in a traineeship. An existing employee shall not be required to serve any probationary period in relation to their contract of employment. However a trial period may be set for the purposes 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 employee shall revert to employment at least equal in status to the classification held prior to the commencement of their training contract.
- (c) An employee who was employed by an employer immediately prior to becoming a trainee with that employer must not suffer a reduction in their minimum wage per week or per hour by virtue of becoming a trainee. Casual loadings will be disregarded when determining whether the employee has suffered a reduction in their minimum wage.

Wages - Trainee

Wage Level A

Where the approved training course and work performed are for the purpose of generating skills which have been defined for work at Wage Level A (below).

Highest year of schooling completed:

School Leaver	Year 10 \$	Year 11 \$	Year 12 \$
	268.00(50%)* 315.00(33%)	338.00(33%)* 386.00(25%)	448.00
plus 1 year out of school	370.00	448.00	521.00
plus 2 years out of school	448.00	521.00	606.00
plus 3 years out of school	521.00	606.00	697.00
plus 4 years out of school	606.00	697.00	
5 years or more out of school	697.00		

Note:

* Figures in brackets indicate the average proportion of time spent in approved training to which the associated wage rate is applicable. Where not specifically indicated, the average proportion of time spent in structured training which has been taken into account in setting the rate is 20%.

Wage Level B

Where the approved training course and work performed are for the purposes of generating skills which have been defined for work at Wage Level B (below).

Highest year of schooling completed:

School Leaver	Year 10 \$	Year 11 \$	Year 12 \$
	268.00(50%)* 315.00(33%)	338.00(33%)* 386.00(25%)	440.00
plus 1 year out of school	386.00	440.00	506.00
plus 2 years out of school	440.00	506.00	593.00
plus 3 years out of school	506.00	593.00	679.00
plus 4 years out of school	593.00	679.00	
5 years or more out of school	679.00		

Note:

* Figures in brackets indicate the average proportion of time spent in approved training to which the associated wage rate is applicable. Where not specifically indicated, the average proportion of time spent in structured training which has been taken into account in setting the rate is 20%.

Wage Level C

Where the approved training course and work performed are for the purposes of generating skills which have been defined for work at Wage Level C (below).

Highest year of schooling completed:

School Leaver	Year 10 \$	Year 11 \$	Year 12 \$
	268.00(50%)* 315.00(33%)	338.00(33%)* 386.00(25%)	449.00
plus 1 year out of school	395.00	449.00	502.00
plus 2 years out of school	449.00	502.00	565.00
plus 3 years out of school	502.00	565.00	634.00
plus 4 years out of school	565.00	634.00	
5 years or more out of school	634.00		

Note:

* Figures in brackets indicate the average proportion of time spent in approved training to which the associated wage rate is applicable. Where not specifically indicated, the average proportion of time spent in structured training which has been taken into account in setting the rate is 20%.

Approved Traineeships	Wage Level
Business Services Certificate I, II or III	Level A
Children Services Certificate III	Level A
Community Services Certificate II or III	Level A
Hospitality Certificate I, II or III	Level A
Other Retail Services Certificate III	Level A
Retail Operations: Certificate III in Retail Operations	Level A
Training and Assessment Certificate III	Level A
Community Recreation Industry Certificate III	Level B
Fitness Industry Certificate III	Level B
Other Retail Services Certificate I or II	Level B
Outdoor Recreation Industry Certificate I, II or III	Level B
Retail Operations Certificate II	Level B
Business Services Certificate I, II or III	Level C
Retail Operations Certificate III	Level C

By the Commission,
 [L.S.] M. SHELLEY,
 Industrial Registrar.