SOUTH AUSTRALIAN EMPLOYMENT TRIBUNAL

EARLY CHILDHOOD WORKER AWARD

This is a consolidated version of an award of the South Australian Employment Tribunal published pursuant to the provisions of the *Fair Work Act 1994*.

PART 1 - APPLICATION AND OPERATION OF AWARD

OPDATE 26:11:2002 on and from

Clause 1.1 Title

OPDATE 26:11:2002 on and from
This Award will be known as the "Early Childhood Worker Award".

Clause 1.2 Arrangement

OPDATE 19:05:2008 on and from
This Award is arranged as follows:-

1.2.1 By Part

SUBJECT MATTER **CLAUSE NUMBER**

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Arrangement 1.2
Bereavement Leave 7.6
Classification of Employees 5.1
Contract of Service 4.2
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Clause 1.3 Scope, Persons Bound and Locality

OPDATE 01:10:2019 on and from

1.3.1 This Award is binding upon all persons employed by the Chief Executive pursuant to Section 121 of the *Education and Children's Services Act 2019* (as amended) and who hold the classification of Early Childhood Worker or Early Childhood Worker (Kindergarten Employee) in the Department for Education whether members of an association or not.

1.3.2 This Award does not apply to those persons who are for the time being subject to an Enterprise Agreement under the ***Act***, but only to the extent of any inconsistency.

1.3.3 This Award applies throughout the State of South Australia.

Clause 1.4 Duration

OPDATE 26:11:2002 on and from

This Award as varied by Section 99 Review shall operate on and from 26 November 2002 (with the exception of Schedule 1 - Salaries which shall operate from the first pay period commencing on or after 25 January 2003) and will continue in force until amended, rescinded or replaced.

Clause 1.5 Definitions

OPDATE 01:10:2019 on and from

Act means the *Fair Work Act 1994*.

Casual Employee means a person employed for a specified short-term period and for less than 15 hours per week or two school terms or less.

Coextensive means term time as prescribed for Government primary schools conducted pursuant to the Education Act, 1972, as amended.

Commissioner(s) means the Commissioner for Public Sector Employment.

Early Childhood Worker (Kindergarten Employee) means a person who works in a preschool education service with eligible children or other specifically approved kindergarten program.

Employee means a person employed as an Early Childhood Worker Level 1, an Early Childhood Worker Level 2, or Early Childhood Worker Level 3.

Employer means the Chief Executive, Department of Treasury and Finance.

Full-time Employee means an employee who works 37 hours and 30 minutes per week to be worked on Monday to Friday inclusive.

Kindergarten means an establishment at which preschool education is provided for children.

Other Employee means an employee who is not defined as a ***Kindergarten Employee***.

Part-time Employee means an employee who works less than 37 hours and 30 minutes per week to be worked on Monday to Friday inclusive.

Relevant unions means the Australian Education Union, South Australian Branch, the Public Service Association of South Australia Incorporated and United Voice.

Responsible Officer means the Chief Executive, Department for Education or his or her delegate.

Spouse includes a de facto spouse but, except in relation to parental leave does not include a spouse from whom the employee is legally separated.

Temporary Employee or ***Temporary Kindergarten Employee*** means a person employed for a specific purpose of limited duration provided that they are engaged for more than two school terms and at least 15 hours per week.

Term Time Loading means the sixteen percent loading paid in lieu of paid recreation leave entitlements and in lieu of payment for public holidays not worked. It is only payable in the circumstances outlined in Clause 5.4 of this Award.

Tribunal means the South Australian Employment Tribunal.

Working day means a day between Monday to Friday inclusive (but exclusive of non term time for ***employees*** described as ***kindergarten employees***).

PART 2 - AWARD FLEXIBILITY

OPDATE 26:11:2002 on and from

Clause 2.1 Enterprise Flexibility Provision

OPDATE 01:10:2019 on and from

2.1.1 In this clause a ***relevant Association*** means an organisation of employees that:

2.1.1.1 has an interest in this Award; and

2.1.1.2 has one or more members employed by the employer to perform work in the relevant workplace

[Note: The failure by an employer to give each relevant association an opportunity to be involved in the consultative process leading to the making of an agreement may result in the ***Tribunal*** adjourning or refusing the application to vary the award.]

2.1.2 At each workplace, consultative mechanisms and procedures will be established comprising representatives of the employer and employees. Each ***relevant association*** is entitled to be represented.

2.1.3 The particular consultative mechanisms and procedures will be appropriate to the size, structure and needs of the workplace.

2.1.4 The purpose of the consultative mechanisms and procedures is to facilitate the efficient operation of the workplace according to its particular needs.

2.1.5 Where an agreement is reached at a workplace through such consultative mechanisms and procedures, and where giving effect to such procedures requires this award, as it applies at the workplace, to be varied, an application to vary will be made to the ***Tribunal***. The agreement will be made available in writing, to all employees at the workplace and to the associations having an interest in this Award.

2.1.6 When this Award is varied to give effect to an agreement made pursuant to this clause the variation will become a schedule to this award and the variation will take precedence over any provision of this award to the extent of any expressly identified inconsistency.

2.1.7 The agreement must meet the following requirements to enable the ***Tribunal*** to vary this Award to give effect to it:

2.1.7.1 that the purpose of the agreement is to make the workplace operate more efficiently according to its particular needs;

2.1.7.2 that the majority of employees covered by the agreement genuinely agree to it;

2.1.7.3 that the Award variation necessitated by the agreement is consistent with the requirements of Section 79 of the ***Act***.

PART 3 - COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION

OPDATE 26:11:2002 on and from

Clause 3.1 Grievance and Dispute Settling Procedures

OPDATE 01:10:2019 on and from

Any grievance, industrial dispute or matter likely to create a dispute should be dealt with in the following manner:

3.1.1 The respective parties are obliged to make every effort to ensure that these procedures operate effectively.

3.1.2 Unions and the Department should inform each other, in writing, of the names of their duly accredited representative responsible, in the first instance, for matters arising on the job. The union's appointed job representative(s) will be entitled to represent union members employed by the Department. The Department's representative(s) will be responsible for dealing with matters raised by the union's job representative(s).

3.1.3 If the employee is not a member of a union or is a member of a union and does not wish the union to represent them they are entitled to have a representative of their choice act on their behalf, providing the nominated representative agrees to provide representation.

3.1.4 The appointed representative(s) will make themselves available for consultation as required under these procedures.

3.1.5 The union's representative(s) or employee representative should discuss any matter affecting an employee with the supervisor in charge of the section or sections in which the grievance, dispute or likely dispute exists.

3.1.6 If the matter is not resolved at this level the union's representative(s) or employee representative should ask that it be referred to the Department's representative nominated above, who will then arrange a conference to discuss the matter.

3.1.7 The consultation process referred to above will be commenced within 24 hours of the grievance, dispute or likely dispute having been registered, or such longer period or shorter as may be agreed to by the parties.

3.1.8 If the matter is not resolved at the conference referred to above, the union's representative(s) will advise the appropriate official of the union of the issue and a conference will be arranged. If the aggrieved employee is not being represented by a union then they or their representative should arrange the conference. The conference must be attended by the official(s) and the union job representative concerned (provided that the Union so decides), or the employee concerned and their representative and by the designated Departmental representatives, which may include a representative of the Department of Treasury and Finance (if the Department so decides).

3.1.9 If the matter cannot be resolved employing the above procedures, the Department and the union or the employee and their representative should enter into consultation at a higher level, as the parties consider appropriate. At this level of consultation the Chief Executive, Department of Treasury and Finance must be involved.

3.1.10 After consultation has occurred between the parties in accordance with these procedures, either party may request and be entitled to receive a response to its representations within a reasonable time as may be agreed to by the parties.

3.1.11 If the matter is not resolved in accordance with these procedures either party may refer the matter to the ***Tribunal***.

3.1.12 Without prejudice to either party, and except where a bona fide health and safety issue is involved, work should continue on a status quo basis while matters in dispute are being dealt with in accordance with these procedures. A "status quo basis" will mean the work situation in place at the time the matter was first raised in accordance with these procedures.

3.1.13 If there is undue delay on the part of any party to the matter, the party complaining of the delay may take the matter to a higher level in the dispute process.

3.1.14 In the event of a party failing to observe these procedures the other party may take such reasonable steps as are considered necessary to resolve the matter.

3.1.15 These procedures will not restrict the Department, or its representative(s), or a duly authorised official of the union or the employee or their representative from making representations to each other.

3.1.16 For the purpose of this clause "employee representative" means a person that is not a union representative or union official and who is representing an employee in this procedure.

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

OPDATE 26:11:2002 on and from

Clause 4.1 Anti-Discrimination

OPDATE 01:10:2019 on and from

4.1.1 It is the intention of the parties to this Award to achieve the principal object of section 3(m) of the ***Act*** by helping to prevent and eliminate discrimination on the basis of race, colour, sex, sexual preference, gender identity, age, physical or mental disability, marital status, family responsibilities, religion, political opinion, national extraction or social origin.

4.1.2 Accordingly, in fulfilling their obligations under the disputes avoidance and settling clause, the parties must make every endeavour to ensure that neither the Award provisions nor their operation are directly or indirectly discriminatory in their effects.

4.1.3 Nothing in this clause is to be taken to affect:

4.1.3.1 any different treatment (or treatment having different effects) which is specifically exempted under the State or Commonwealth anti discrimination legislation;

4.1.3.2 an employee, employer or registered organisation pursuing matters of discrimination in the State or Federal jurisdiction, including by application to the Australian Human Rights Commission;

Clause 4.2 Contract of Service

OPDATE 26:11:2002 on and from

4.2.1 Each employee will be specifically engaged as a ***full-time employee*** or a ***part-time employee*** or a ***casual employee*** to work, subject to the provisions elsewhere contained in this Award, a stipulated number of ordinary hours per week and weeks per year. The basis of the engagement will not be altered except by mutual agreement between the employer and the employee.

4.2.2 In the absence of a contract in writing the contract of hiring of employees bound by this Award will be deemed to be a hiring by the fortnight and salary will accrue from day to day.

Clause 4.3 Deductions

OPDATE 26:11:2002 on and from

The employer will make such deductions from salaries as are at present authorised in writing by the employee and any other deductions that may be agreed between the employee and the employer.

Clause 4.4 Employment Categories

OPDATE 19:05:2008 on and from

Deleted

Clause 4.5 Termination of Employment

OPDATE 26:11:2002 on and from

4.5.1 **Notice of termination by Employer**

4.5.1.1 In order to terminate the employment of an employee, the employer must give the employee the following notice:

Period of continuous Service	**Period of Notice**
Less than 1 year	1 week
1 year & less than 3 years	2 weeks
3 years & less than 5 years	3 weeks
5 years & over	4 weeks

4.5.1.2 In addition to the notice in 4.3.1.1, employees over forty five years of age at the time of the giving of notice with not less than 2 years continuous service are entitled to additional notice of one week.

4.5.1.3 Payment at the ordinary rate of pay in lieu of the notice prescribed in 4.3.1.1 and/or 4.3.1.2 must be made if the appropriate notice period is not given. Employment may be terminated by part of the period of notice specified and part payment in lieu.

4.5.1.4 In calculating any payment in lieu of notice the employer must pay the wages an employee would have received in respect of the ordinary time the employee would have worked during the period of notice had the employee's employment not been terminated.

4.5.1.5 The period of notice in this clause does not apply in the case of:

1. dismissal for conduct that at common law justifies instant dismissal;
2. ***casual employee***s;
3. employees engaged for a specific period of time; or
4. for a specific task or tasks.

4.5.2 **Time Off During Notice Period**

Where an employer has given notice of termination to an employee, the employee is entitled to 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.

4.5.3 **Statement of Employment**

At the employee's request the employer must provide to an employee whose employment has been terminated a written statement specifying the period of the employee's employment and the classification of or the type of work performed by the employee.

4.5.4 **Payment in Lieu**

If an employer makes payment in lieu for all or any of the period of notice prescribed, the period for which such payment is made must be treated as service with the employer for the purposes of calculating any service related entitlement of the employee.

4.5.5 **Notice of Termination by Employee**

In order to terminate employment an employee must give the employer the following notice:

Period of Continuous Service	**Period of Notice**
Less than one year	1 week
One year and over	2 weeks

Clause 4.6 Transfer of Kindergarten Employees

OPDATE 26:11:2002 on and from

4.6.1 The employer may transfer staff from one ***kindergarten*** to another provided that the employer must act reasonably and on balance in the best interest of all persons concerned having regard to the circumstances.

4.6.2 If a ***kindergarten employee*** is to be transferred from one ***kindergarten*** to another as a result of the employer's intention to vary the entitlement of ***kindergarten***s as to the number of employees or the employment hours of employees, the employer will, before notifying any employee, advise the ***relevant unions*** to this effect and provide to the union details of the positions affected.

4.6.3 Any employee who is transferred from one ***kindergarten*** to another and changes residence as a consequence of the transfer, will have household furniture and effects moved at the employer's expense under arrangements made or approved by the employer and in addition will be paid-

4.6.3.1 a packing allowance, the amount of which will be determined by the employer;

4.6.3.2 the cost of fares for the employee and his/her family;

4.6.3.3 on the production of proper vouchers, any other expenses the employer may determine, provided that any other expenses are in the opinion of the employer, necessarily and reasonably incurred by the employee and his/her family in connection with that transfer.

4.6.4 The employer may authorise the payment to an employee of an approved allowance to cover depreciation of and necessary replacements to his/her household furniture and effects.

4.6.5 Subclause 4.2.3 is subject to the following conditions:-

4.6.5.1 Where the employee initiates a transfer, a minimum period of 3 years in his/her current ***kindergarten*** must apply and a minimum distance of 50 kilometres to his/her new employment location must be involved.

4.6.5.2 Where the employer initiates a transfer, a minimum distance of 50 kilometres must apply.

4.6.5.3 No expenses will be paid in respect of transfers within the metropolitan area as generally defined.

Clause 4.7 Recognition of Prior Service

OPDATE 01:10:2019 on and from

An ***employee*** will be entitled to an adjustment to leave rights based on prior service on the same basis and to the same extent as prescribed under the *Public Sector Act 2009* (as amended) and Regulations and the relevant Standards, Directions and Circulars of their successors as issued from time to time by the Commission for Public Sector Employment.

PART 5 - SALARIES AND RELATED MATTERS

OPDATE 26:11:2002 on and from

Clause 5.1 Classification of Employees

OPDATE 19:05:2008 on and from

"Close Direction" – Employees working under close direction undertake a range of functions which are normally routine in nature, with limited responsibility for the final outcome. Only limited discretion is available in selecting the appropriate means of completing work assignments.

"General Direction" – Employees working under general direction undertake a range of functions and receive only general instruction for each work assignment. Discretion is normally available in selecting the appropriate means of completing assignments.

5.1.1 The ***employer*** will, upon initial engagement of any ***employee***, and having regard to the nature and range of duties proposed to be assigned to such ***employee***, properly classify the ***employee*** within one of the classifications following, namely:-

Early Childhood Worker, Level 1
Early Childhood Worker, Level 2
Early Childhood Worker, Level 3

5.1.2 **Work Level Definitions**

5.1.2.1 **Early Childhood Worker, Level 1**

Employees at this level work under ***close direction*** with limited requirement for exercising initiative, discretion and judgment in the provision of support to site and program based early learning, care and administrative services.

Typically, ***employees*** are responsible for basic para-professional support and general administrative related duties.

It is expected at this level ***employees*** will develop a range of skills and knowledge including communication, interpersonal, routine administrative and other work skills.

As an ***employee*** develops more experience and knowledge he/she may be required to exercise some degree of autonomy and greater judgment, make decisions and solve minor problems in their allotted duties. This is confined by instructions, established practices and procedures or written guidelines.

5.1.2.2 **Early Childhood Worker, Level 2**

Employees at this level work under ***general direction*** with a requirement for exercising initiative, discretion and judgment in achieving clearly defined outcomes in respect of support to site and program based early learning, care and administrative services.

Employees would be required to contribute specific knowledge, skills or information in areas including para-professional services or administrative functions by demonstrating expertise and accepting personal responsibility significantly beyond that required of an ***employee*** classified as an Early Childhood Worker, Level 1.

At this level ***employees*** will have acquired appropriate para-professional and/or administrative related skills and techniques and a knowledge of relevant principles and practices normally gained through previous experience, training and/or relevant qualifications.

While ***employees*** at this level are not responsible for the direct line supervision (that is direct reporting relationships between ***employees***) of ***other employees***, the allocation and monitoring of work performed and the provision of on-the-job training may be features of this level.

An ***employee*** classified as Early Childhood Worker Level 2 may be required to possess a relevant post secondary qualification.

5.1.2.3 **Early Childhood Worker, Level 3**

Employees at this level work under ***general direction*** and have a range of individual responsibilities with a requirement for exercising initiative, discretion and judgment in the day to day management and coordination of site and program based early learning, care and administrative services.

Typically, ***employees*** are responsible for complex and specialised functions, which may include the management of one or more para-professional and/or administrative functions.

At this level ***employees*** will have proven a high level of para-professional and/or administrative related skills and knowledge gained through previous experience, training and/or relevant qualifications.

The direct line supervision of ***other employees*** may be a feature at this level.

An ***employee*** classified as Early Childhood Worker Level 3, may be required to possess a relevant post secondary qualification.

Clause 5.2 Salaries

OPDATE 26:11:2002 on and from
See Schedule 1.

Clause 5.3 Allowances and Expenses Reimbursement

OPDATE 01:10:2019 on and from
An ***employee*** will be entitled to be reimbursed for allowances and expenses on the same basis and to the same extent as prescribed under the *Public Sector Act 2009* (as amended) and Regulations, and the relevant Determinations and Guidelines or their successors as issued from time to time by the Commissioner for Public Sector Employment.

Clause 5.4 Term Leave Loading

OPDATE 19:05:2008 on and from

5.4.1 Where a full-time or part-time ECW is employed for a period(s) specified as being for the whole or part of one or more school terms (but excluding school vacation periods), the ***employee*** will be entitled to a monetary loading of sixteen per cent, and will not be entitled to any paid recreation leave entitlements nor payment for public holidays not worked (unless the ***employee*** makes use of an accrued time bank in accordance with clause 6.2.3).

5.4.2 For the purposes of this clause:

(a) an ECW is employed for a school term or for school terms where the period or periods of employment are specified to occur entirely within term time, but with the agreement of the ***employer*** and ***employee***, may include five additional working days; and

(b) term time includes the week immediately following the end of the fourth school term as determined pursuant to the *Education Act 1972*.

Clause 5.5 Higher Duties

OPDATE 26:11:2002 on and from
The employer may direct that an employee perform temporarily duties applicable to a classification higher than that of such employee. Where an employee performs such duties for more than one week and those duties constitute the whole or substantially the whole of the type of duties which would attract the higher classification that employee will be paid a salary at the rate applicable to the higher classification for the whole period during which the said duties are performed.

Clause 5.6 Incremental Steps

OPDATE 26:11:2002 on and from
An employee will be entitled to progress to the next higher incremental step (if any) in the salary scale (computed as necessary in accordance with Clause 5.2 of this award) applicable to such employee on the anniversary of the appointment of the employee to the classification held by that employee subject to the provisions of Clause 7.4 and 7.5 of this Award.

Clause 5.8 Safety Net Adjustments

OPDATE 01:07:2026 1st pp on or after

The rates of pay in this Award include the safety net adjustment payable under the *2026 State Wage Case* and Minimum Standard for Remuneration. This safety net adjustment may be offset against any equivalent amount in rates of pay received by employees whose wages and conditions of employment are regulated by this Award which are above the wage rates prescribed in the Award. Such above Award payments include wages payable pursuant to enterprise agreements, currently operating enterprise flexibility agreements, award variations to give effect to enterprise agreements and over award arrangements. Absorption which is contrary to the terms of an agreement is not required.

Increases made under the existing or previous State Wage Case principles, previous General Reviews of Award Wages and the *2026 State Wage Case* and Minimum Standard for Remuneration excepting those resulting from enterprise agreements or Award variations to give effect to enterprise agreements, are not to be used to offset safety net adjustments.

Clause 5.9 Economic Incapacity Applications

OPDATE 01:07:2026 1st pp on or after

Any employer or group of employers bound by an Award may apply to, temporarily or otherwise, reduce, postpone and/or phase-in the application of any increase in labour costs flowing from the *2026 State Wage Case* and Minimum Standard for Remuneration on the grounds of serious economic adversity. The merit of such application will be determined in the light of the particular circumstances of each case and the impact on employment at the enterprise level of the increase in labour costs is a significant factor to be taken into account in assessing the merit of any application. A party may make such an application under s 31A of the *South Australian Employment Tribunal Act 2014* (the SAET Act) in the form approved under rule 34 of the *South Australian Employment Tribunal Rules 2024*. It will then be a matter for the President to decide whether it should be dealt with by a Full Bench of SAET.

Any decision to temporarily postpone or reduce an increase will be subject to a further review, the date of which will be determined by SAET at the time it decides any application under this provision.

An individual employer making an application pursuant to this provision may make a request under s 55(2) of the SAET Act that the hearing of the matter be conducted in private and/or that some or all of the evidentiary material produced in the case not be available for inspection. Any such request will be determined by SAET in the circumstances of each case.

Clause 5.10 Payment of Employees

OPDATE 01:10:2019 on and from

5.10.1 ***Part-Time Employees*** (other than ***Kindergarten Employees***)

A ***part-time employee***, will be paid an annual rate of pay calculated in accordance with the following formula:-

Full-time employee salary appropriate to classification as prescribed by subclause S.1.1 X $\frac{\text{Hours worked}}{37.5}$

Conditions of service for ***part-time employees*** are to be applied as for ***full-time employees*** or but on a pro rata basis and in proportion to hours normally worked

5.10.2 **Temporary Employees** (other than ***Kindergarten Employees)***

An ***employee*** whose employment is temporary and ***coextensive*** with that from time to time prescribed for Government primary schools conducted pursuant to the *Education Act 1972*, as amended, will be paid fortnightly at an hourly rate computed in accordance with the following formula:

Full time employee salary appropriate to classification as prescribed by subclause S1.1 x $\frac{6}{313}$ x $\frac{116}{100}$ x $\frac{1}{37.5}$

5.10.3 **Full-Time *Kindergarten Employees***

A full time ***Kindergarten Employee*** whose employment is ***coextensive*** with that from time to time prescribed for Government primary schools conducted pursuant to the *Education Act 1972*, as amended, will be paid an annual rate of pay based on 207 duty days of employment within a single school year, calculated in accordance with the following formula:

Full time employee salary appropriate to classification as prescribed by subclause S1.1	x	6/313	x	116/100	x	41.4

5.10.4 **Part-Time *Kindergarten Employees***

A ***Kindergarten Employee*** whose employment is ***coextensive*** with that from time to time prescribed for Government primary schools conducted pursuant to the *Education Act 1972*, as amended, will be paid fortnightly at an hourly rate computed in accordance with the following formula:

Full time employee salary appropriate to classification as prescribed by subclause S1.1	x	6/313	x	116/100	x	1/37.5

Conditions of service for ***part-time Kindergarten Employees*** are to be applied as for ***full time Kindergarten Employees*** but on a pro rata basis and in proportion to hours normally worked.

5.10.5 **Temporary Kindergarten Employees**

A temporary ***Kindergarten Employee*** whose employment is temporary and ***coextensive*** with that from time to time prescribed for Government primary schools conducted pursuant to the *Education Act 1972*, as amended, will be paid fortnightly at an hourly rate of pay calculated in accordance with the following formula:

Full time employee salary appropriate to classification as prescribed by subclause S1.1	x	6/313	x	116/100	x	1/37.5

5.10.6 ***Casual Employees*** or ***Casual Kindergarten Employees***

A ***casual employee*** or ***casual Kindergarten Employee*** will be paid a loading in lieu of leave provisions (excluding long service leave) and to compensate for the casual nature of her/his employment. A ***casual employee*** or ***Kindergarten Employee*** will be paid fortnightly at an hourly rate for actual hours worked in accordance with the following formula:

Full time annual salary appropriate to classification as prescribed by subclause S1.1	x	6/313	x	125/100	x	1/37.5

PART 6 - HOURS OF WORK, BREAKS AND OVERTIME

OPDATE 26:11:2002 on and from

Clause 6.1 Meal Breaks

OPDATE 26:11:2002 on and from

6.1.1 An employee will not work more than five hours in any one day without being allowed a meal break of not less than 30 minutes to be taken not more than 5 hours after commencement of work on that day. Such meal break will not be counted as time worked.

6.1.2 Where the employer and an employee agree that the demands of the job require the employee to remain available to work, such employee may take a lunch break of 20 minutes only. Such time will count as time worked.

Clause 6.2 Overtime

OPDATE 01:10:2019 on and from

6.2.1 A ***full time employee*** who is required to work hours in excess of 37.5 per week is subject to the relevant provisions of the *Public Sector Act 2009* (as amended) and Regulations and the relevant Determinations and Guidelines or their successors as issued from time to time by the Commissioner for Public Sector Employment, provided that no payment will be made without prior approval of the ***responsible officer***.

6.2.2 A ***temporary employee*** whose ordinary or average ordinary hours are 37.5 per week who is required to work hours beyond the limits of ordinary hours is subject to the relevant provisions of the *Public Sector Act 2009* (as amended) and Regulations and the relevant Determinations and Guidelines or their successors as issued from time to time by the Commissioner for Public Sector Employment. Any payment made by virtue of this subclause will exclude ***term time loading***, provided that no payment will be made without prior approval of the ***responsible officer***.

6.2.3 An ***employee*** whose ordinary hours are less than 37.5 per week and who is required by the Preschool Director/Line Manager, with the agreement of the ***employee*** to work beyond the limits of their ordinary hours, will be granted time off equivalent to the additional hours worked without loss of pay. The time off is to be taken as soon as practicable after the working of the additional hours at a time convenient to the preschool or place of employment and the ***employee*** concerned; provided that:

6.2.3.1 the time bank accrual period will be from day 1 term 4 to the last day of term 3 the following year. A zero balance of time credits will exist at the end of term 3;

6.2.3.2 time bank credits cannot be transferred from the site at which they were accrued at unless the ***employee*** is transferred at departmental convenience;

6.2.3.3 ***employees*** will be permitted to use those accrued hours to compensate for any restriction of working time caused by a public holiday or public holidays provided that the total number of hours used from the time bank does not exceed the normal total hours which would have been worked had the public holiday or holidays not occurred.

Clause 6.3 Minimum Hours of Engagement

OPDATE 01:10:2019 on and from

6.3.1 An ***employee*** will be engaged for a minimum shift period of three hours, unless otherwise expressly agreed between the ***employer*** and the ***employee***.

6.3.2 An ***employee*** will not be required to work two or more shift periods in any one day unless agreed by the ***employee***.

PART 7 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS

OPDATE 26:11:2002 on and from

Clause 7.1 Recreation Leave

OPDATE 01:10:2019 on and from

7.1.1 Recreation Leave entitlements for ***employees*** (other than for ***employees*** in receipt of a ***term time loading*** to whom clause 5.4 is applicable) will be in accordance with the *Public Sector Act 2009* (as amended) and Regulations and the relevant Determinations and Guidelines or their successors as issued from time to time by the Commissioner for Public Sector Employment.

7.1.2 During a period of recreation leave or in respect of pro rata leave an ***employee*** will be paid a loading as specified in the *Public Service (Recreation Leave Loading) Award*.

Clause 7.2 Personal Leave – Injury and Sickness

OPDATE 01:10:2019 on and from

7.2.1 Sick Leave entitlements (now known as personal leave) for full-time and part-time employees (as defined) will be in accordance with the *Public Sector Act 2009* and Regulations, and the relevant Determinations and Guidelines or their successors issued from time to time by the Commissioner for Public Sector Employment provided that full-time and part-time employees (as defined) working less than 52 weeks a year will receive pro rata entitlements.

7.2.2 ***Casual employees*** are not entitled to sick leave.

7.2.3 **Entitlement to personal leave**

An employee (other than a casual employee) who has a personal leave credit:

7.2.3.1 Is entitled to take personal leave if the employee is too sick to work; or

7.2.3.2 Who is on annual leave, is entitled to take personal leave if the person is too sick to work for a period of at least 3 consecutive days. Personal leave so taken does not count as annual leave.

7.2.4 **Accrual of personal leave entitlement**

7.2.4.1 An employee's entitlement to personal leave accrues as follows:

7.2.4.2(a) For the first year of continuous service - at the rate of 1.45 hours for each completed 37.5 ordinary hours of work to a maximum of 90 hours.

7.2.4.2(b) For each later year of continuous service, at the beginning of each year:

(i) a full-time employee accrues 90 hours.

(ii) a part-time employee accrues pro rata hours in accordance with the following formula:

$$\frac{90}{37.5} \times \text{average weekly ordinary hours over the previous 12 months.}$$

7.2.4.2(c) An employee's personal leave accumulates from year to year and any personal leave taken by the employee is deducted from the employee's personal leave credit.

7.2.4.3 An employee may be absent from duty on the grounds of personal illness for a period of three ***working days***, or less, without the production of a medical certification or a certificate from a health practitioner,

7.2.4.4 Where an employee is absent from duty on the ground of personal illness for a period in excess of three ***working days***, the employee will produce a medical certificate or a certificate from a health practitioner covering the whole of the period of absence. However, the employer need not insist upon the production of a certificate for the first three ***working days*** absence, if the employer is satisfied that the employee has been unable to obtain a certificate for the first three ***working days*** but was unfit for work for the whole period of the absence,

7.2.4.5 An employee who becomes ill while on recreation leave and who produces a medical certificate covering the period of illness may apply to convert the period of illness to paid sick leave provided that she/he has sufficient sick leave credit available,

7.2.4.6 An employee who becomes ill while on long service leave and who produces a medical certificate covering the period of illness (provided that the period is at least one calendar week) may apply to convert the period of illness to paid sick leave provided that she/he has sufficient sick leave credit available,

7.2.4.7 For the purposes of this clause, the leave standing to the credit of an employee will be calculated as follows:

A ***full-time employee*** whose employment is ***coextensive*** with those from time to time prescribed for Government primary schools conducted pursuant to the *Education Act, 1972*, as amended, will be credited with ten (10) ***working days*** on appointment or on a pro rata basis should appointment commence after the first day of January and ten (10) ***working days*** on each first day of January succeeding the date of appointment. Such sick leave will accrue from year to year without limit.

7.2.5 **Conditions for payment of personal leave**

7.2.5.1 The employee is not entitled to payment for personal leave unless:

(a) The employee gives the employer notice of the sickness, its nature and estimated duration before the period for which personal leave is sought begins (but if the nature or sudden onset of the sickness makes it impracticable to give the notice before the period begins, the notice is validly given if given as soon as practicable and not later than 24 hours after the period begins); and

(b) The employee, at the request of the employer, provides a medical certificate or other reasonable evidence of sickness.

7.2.5.2 The employee is entitled to payment at the employee's ordinary rate of pay (not including payments in the nature of penalty rates, overtime, allowances or loadings) for a period of personal leave.

Clause 7.3 Special Leave With Pay

OPDATE 01:10:2019 on and from

The ***employer*** will have the right to grant special leave with pay in accordance with the *Public Sector Act 2009* (as amended) and Regulations and the relevant Determinations and Guidelines or their successors as issued from time to time by the Commissioner for Public Sector Employment.

Clause 7.4 Parental Leave

OPDATE 01:10:2019 on and from

7.4.1 **Definitions**

In this clause, unless the contrary intention appears:

7.4.1.1 ***Adoption*** includes the placement of a ***child*** with a person in anticipation of, or for the purposes of, adoption.

7.4.1.2 ***Adoption leave*** means adoption leave provided under 7.4.3.4.

7.4.1.3 ***Child*** means a child of the employee or the employee's spouse under the age of one year; or

means a ***child*** under the age of school age who is placed with an employee for the purposes of ***adoption***, other than a ***child*** or step-***child*** of the employee, or of the spouse of the employee, who has previously lived with the employee for a continuous period of at least six months.

7.4.1.4 ***Eligible casual employee*** means a casual employee employed by an employer during a period of at least 12 months, either:

(a) on a regular and systematic basis for several periods of employment; or

(b) on a regular and systematic basis for an ongoing period of employment,

and who has, but for the pregnancy or the decision to ***adopt***, a reasonable expectation of ongoing employment.

7.4.1.5 ***Extended adoption leave*** means ***adoption leave*** provided under 7.4.3.4(b).

7.4.1.6 ***Extended partner leave*** means ***partner leave*** provided under 7.4.3.3(b).

7.4.1.7 ***Government authority*** means a person or agency prescribed as a government authority for the purposes of this definition.

7.4.1.8 ***Maternity leave*** means maternity leave provided under 7.4.3.2.

7.4.1.9 ***Medical certificate*** means a certificate as prescribed in 7.4.5.1.

7.4.1.10 ***Parental leave*** means ***adoption leave, maternity leave, partner leave, extended adoption leave*** or ***extended partner leave*** as appropriate, and is unpaid leave.

7.4.1.11 ***Partner leave*** means partner leave provided under 7.4.3.3.

7.4.1.12 ***Primary care-giver*** means a person who assumes the principal role of providing care and attention to a ***child***.

7.4.1.13 ***Relative adoption*** means the ***adoption*** of a ***child*** by a parent, a ***spouse*** of a parent or another relative, being a grandparent, brother, sister, aunt or uncle (whether of the whole blood or half blood or by marriage).

7.4.1.14 ***Short adoption leave*** means ***adoption leave*** provided under 7.4.3.4(a).

7.4.1.15 ***Special adoption leave*** means ***adoption leave*** provided under 7.4.10.

7.4.1.16 ***Special maternity leave*** means ***maternity leave*** provided under 7.4.9.1.

7.4.1.17 ***Spouse*** includes a de facto spouse or a former spouse.

7.4.2 **Employer's responsibility to inform**

On becoming aware that:

(a) an employee is pregnant; or

(b) an employee's ***spouse*** is pregnant; or

(c) an employee is adopting a ***child***,

an employer must inform the employee of:

(i) the employee's entitlements under this clause; and

(ii) the employee's responsibility to provide various notices under this clause.

7.4.3 **Eligibility for and entitlement to parental leave**

7.4.3.1 Subject to the qualifications in 7.4.4, the provisions of this clause apply to full-time, part-time and ***eligible casual employees*** but do not apply to ***other employee***s.

7.4.3.1(a) For the purposes of this clause ***continuous service*** is work for an employer on a regular and systematic basis (including a period of authorised leave or absence).

7.4.3.1(b) An employer must not fail to re-engage a casual employee because:

(i) the employee or the employee's ***spouse*** is pregnant; or \

(ii) the employee is or has been immediately absent on ***parental leave***.

7.4.3.1(c) The right of an employer in relation to engagement and re-engagement of casual employees are not affected, other than in accordance with this clause.

7.4.3.2 An employee who becomes pregnant is, on production of the required ***medical certificate***, entitled to up to 52 weeks of ***maternity leave***.

7.4.3.3 An employee is, on production of the required ***medical certificate***, entitled to one or two periods of ***partner leave***, the total of which must not exceed 52 weeks, as follows:

7.4.3.3(a) An unbroken period of up to one week at the time of the birth of the ***child***.

7.4.3.3(b) A further unbroken period of up to 51 weeks in order to be the ***primary care-giver*** of the ***child*** (to be known as ***extended partner leave***).

7.4.3.4 An employee is entitled to one or two periods of ***adoption leave***, the total of which must not exceed 52 weeks, as follows:

7.4.3.4(a) An unbroken period of up to three weeks at the time of the placement of the ***child*** (to be known as short ***adoption leave***).

7.4.3.4(b) A further unbroken period of up to 49 weeks in order to be the ***primary care-giver*** of the ***child*** (to be known as ***extended adoption leave***).

7.4.4 **Qualifications on entitlements and eligibility**

7.4.4.1 The entitlement to ***parental leave*** is reduced:

7.4.4.1(a) In the case of ***maternity leave***, by any period of ***extended partner leave*** taken by the employee's spouse and/or by any period of ***special maternity leave*** taken by the employee.

7.4.4.1(b) In the case of ***extended partner leave,*** by any period of ***maternity leave*** taken by the employee's ***spouse***.

7.4.4.1(c) In the case of ***extended adoption leave***, by any period of ***extended adoption leave*** taken by the employee's ***spouse***.

7.4.5 **Certification required**

7.4.5.1 An employee must, when applying for ***maternity leave*** or ***partner leave***, provide the employer with a ***medical certificate*** that:

(a) names the employee or the employee's ***spouse***, as appropriate;

(b) states that the employee or the employee's ***spouse*** is pregnant; and

(c) states:

(i) the expected date of birth;

(ii) the expected date of termination of pregnancy; or

(iii) the date on which the birth took place,

whichever is appropriate.

7.4.5.2 At the request of the employer, an employee must, in respect of the conferral of ***parental leave***, produce to the employer within a reasonable time a statutory declaration which states:

7.4.5.2(a) *Parental leave*

(i) The particulars of any period of ***parental leave*** sought or taken by the employee's ***spouse***, and where appropriate;

(ii) That the employee is seeking the leave to become the ***primary care-giver*** of a ***child***.

7.4.5.2(b) *Adoption leave*

(i) In the case of ***adoption leave***, a statement from a ***Government authority*** giving details of the date, or presumed date, of ***adoption***; and

(ii) That for the period of the leave the employee will not engage in any conduct inconsistent with the employee's contract of employment.

7.4.6 **Notice requirements**

7.4.6.1 Maternity leave

7.4.6.1(a) An employee must:

(i) Not less than 10 weeks before the expected date of birth of the ***child***, give notice in writing to their employer stating the expected date of birth; and

(ii) Give not less than four weeks notice in writing to the employer of the date on which the employee proposes to commence ***maternity leave*** and stating the period of leave to be taken; and

(iii) Notify the employer of any change in the information provided pursuant to 7.4.5 within two weeks after the change takes place.

7.4.6.1(b) An employer may, by not less than 14 days notice in writing to the employee, require the employee to commence ***maternity leave*** at any time within six weeks immediately before the expected date of birth. Such a notice may be given only if the employee has not given the employer the required notice.

7.4.6.2 Partner leave

An employee must:

7.4.6.2(a) Not less than 10 weeks prior to each proposed period of ***partner leave***, give the employer notice in writing stating the dates on which the employee proposes to start and finish the period(s) of ***partner leave***.

7.4.6.2(b) Notify the employer of any change in the information provided pursuant to 7.4.5 within two weeks after the change takes place.

7.4.6.3 Adoption leave

An employee must:

7.4.6.3(a) On receiving notice of approval for ***adoption*** purposes, notify the employer of the approval and, within two months of the approval, further notify the employer of the period(s) of ***adoption leave*** the employee proposes to take.

7.4.6.3(b) In the case of a ***relative adoption***, so notify the employer on deciding to take a ***child*** into custody pending an application for ***adoption***.

7.4.6.3(c) As soon as the employee is aware of the expected date of placement of a ***child*** for ***adoption*** purposes, but not later than 14 days before the expected date of placement, give notice in writing to the employer of that date, and of the date of commencement of any period of ***short adoption leave*** to be taken.

7.4.6.3(d) At least 10 weeks before the proposed date of commencing any ***extended adoption leave***, give notice in writing to the employer of the date of commencing leave and the period of leave to be taken.

7.4.6.4 Unforeseen circumstances

An employee is not in breach of any of these notice requirements if the employee's failure to comply is caused by unforeseen or other compelling circumstances, including:

(a) the birth occurring earlier than the expected date; or

(b) the death of the birthing parent of the ***child***; or

(c) the death of the employee's ***spouse***, or

(d) the requirement that the employee accept earlier or later placement of the ***child***,

so long as, where a living ***child*** is born, the notice is given not later than two weeks after the birth.

7.4.7 **Taking of parental leave**

7.4.7.1 No employee may take ***parental leave*** concurrently with such leave taken by the employee's ***spouse***, apart from ***partner leave*** of up to one week at the time of the birth of the child or ***adoption leave*** of up to 3 weeks at the time of the placement of the ***child***.

7.4.7.2 Subject to complying with any relevant provision as to the taking of annual leave or long service leave, an employee may, instead of or in conjunction with ***parental leave***, take any annual leave or long service leave to which the employee is entitled.

7.4.7.3 Paid personal leave or other paid absences are not available to an employee during the employee's absence on ***parental leave***.

7.4.7.4 Subject to 7.4.4 and unless agreed otherwise between the employer and employee, an employee may commence ***parental leave*** at any time within six weeks immediately prior to the expected date of birth.

7.4.7.5 Where an employee continues to work within the six week period immediately prior to the expected date of birth, or where the employee elects to return to work within six weeks after the birth of the ***child***, an employer may require the employee to provide a medical certificate stating that the employee is fit to work on their normal duties.

7.4.7.6 Where leave is granted under 7.4.7.5, during the period of leave an employee may return to work at any time, as agreed between the employer and the employee provided that time does not exceed four weeks from the recommencement date desired by the employee.

7.4.7.7 ***Maternity leave*** and ***partner leave*** cannot extend beyond the ***child's*** first birthday.

7.4.7.8 ***Adoption leave*** cannot extend beyond the ***child's*** fifth birthday.

7.4.7.9 ***Extended adoption leave*** cannot extend beyond the first anniversary of the initial placement of the ***child***.

7.4.7.10 Notwithstanding the provisions of this clause, employees eligible for ***parental leave*** have the right to request ***parental leave*** as consistent with 7.4.15.

7.4.8 **Variation and cancellation of parental leave**

7.4.8.1 Without extending an entitlement beyond the limit set by 7.4.3, ***parental leave*** may be varied as follows:

7.4.8.1(a) The leave may be lengthened once by the employee giving the employer at least 14 days notice in writing stating the period by which the employee requires the leave to be lengthened.

7.4.8.1(b) The leave may be lengthened or shortened by agreement between the employer and the employee.

7.4.8.2 ***Parental leave***, if applied for but not commenced, is cancelled:

(a) should the pregnancy terminate other than by the birth of a living ***child***; or

(b) should the placement of a ***child*** proposed for ***adoption*** not proceed.

7.4.8.3 ***Parental leave*** may be cancelled by agreement between the employer and the employee.

7.4.9 **Special maternity leave and personal leave**

7.4.9.1 If an employee not then on maternity leave suffers illness related to their pregnancy the employee is entitled to take leave under 7.2.

7.4.9.2 Where an employee is suffering from an illness not related to the direct consequences of the confinement, an employee may take any paid personal leave to which they are entitled in lieu of, or in addition to, ***special maternity leave***.

7.4.9.3 An employee who returns to work after the completion of a period of such leave is entitled to the position which they held immediately before commencing such leave, or in the case of an employee who was transferred to a safe job, to the position they held immediately before such transfer.

7.4.9.4 If that position no longer exists, but there are other positions available which the employee is qualified for and is capable of performing, the employee is entitled to a position, as nearly as possible, comparable in status and pay as that of the employee's former position.

7.4.10 **Special adoption leave**

7.4.10.1 An employee who has received approval to ***adopt*** a ***child*** who is overseas is entitled to such unpaid leave as is reasonably required by the employee to obtain custody of the ***child***.

7.4.10.2 An employee who is seeking to ***adopt*** a ***child*** is entitled to such unpaid leave not exceeding five days as is required by the employee to attend such interviews, workshops, court attendances or examinations as are necessary as part of the ***adoption*** procedure.

7.4.10.3 The leave under this clause 7.4.10 is to be known as ***special adoption leave*** and does not affect any entitlement under 7.4.3.

7.4.10.4 ***Special adoption leave*** may be taken concurrently by an employee and the employee's ***spouse***.

7.4.10.5 Where paid leave is available to the employee, the employer may require the employee to take such leave instead of ***special adoption leave***.

7.4.11 **Transfer to a safe job - maternity leave**

7.4.11.1 If, in the opinion of a legally qualified medical practitioner:

(a) illness or risks arising out of the pregnancy; or

(b) hazards connected with the work assigned to the employee,

make it inadvisable for the employee to continue their present work, the employee must, if the employer considers that it is practicable to do so, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of maternity leave.

7.4.11.2 If the transfer to a safe job is not considered practicable, the employee is entitled, or the employer may require the employee, to take leave for such period as is certified necessary by a legally qualified medical practitioner.

7.4.11.3 Leave under this clause 7.4.11 will be treated as ***maternity leave***.

7.4.12 **Part-time work**

An employee who is pregnant or is entitled to ***parental leave*** may, by agreement with the employer, reduce the employee's hours of employment to an agreed extent subject to the following conditions:

7.4.12.1 Where the employee is pregnant, and to do so is necessary or desirable because of the pregnancy; or

7.4.12.2 Where the employee is entitled to ***parental leave***, by reducing the employee's entitlement to ***parental leave*** for the period of such agreement.

7.4.13 **Communication during parental leave**

7.4.13.1 Where an employee is on ***parental leave*** and a definite decision has been made to introduce significant change at the workplace, the employer shall take reasonable steps to:

(a) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing ***parental leave***; and

(b) provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing ***parental leave***.

7.4.13.2 The employee shall take reasonable steps to inform the employer about any significant matter that will affect the employee's decision regarding the duration of ***parental leave*** to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis.

7.4.13.3 The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with 7.4.13.1.

7.4.14 **Return to work after parental leave**

7.4.14.1 An employee must confirm the employee's intention to return to work, by notice in writing, to the employer given at least four weeks before the end of the period of ***parental leave***.

7.4.14.2 On returning to work after parental leave an employee is entitled:

(a) to the position which the employee held immediately before commencing ***parental leave***; or

(b) in the case of an employee who was transferred to a safe job, to the position which the employee held immediately before the transfer.

7.4.14.3 If the employee's previous position no longer exists but there are other positions available which the employee is qualified for and is capable of performing, the employee is entitled to a position as nearly as comparable in status and pay to that of the employee's former position.

7.4.14.4 An ***eligible casual employee*** who is employed by a labour hire company who performs work for a client of the labour hire company will be entitled to the position which they held immediately before proceeding on ***parental leave***.

Where such a position is no longer available, but there are other positions available that the employee is qualified for and is capable of performing, the employer shall make all reasonable attempts to return the employee to a position comparable in status and pay to that of the employee's former position.

7.4.15 **Right to request**

7.4.15.1 An employee entitled to ***parental leave*** pursuant to clause 7.4.3, may request the employer to allow the employee:

(a) to extend the period of simultaneous unpaid leave provided for in clause 7.4.3.3(a) and 7.4.3.4(a) up to a maximum of eight weeks;

(b) to extend the period of unpaid ***parental leave*** provided for in 7.4.3.2 by a further continuous period of leave not exceeding 12 months;

(c) to return to work from a period of ***parental leave*** on a part-time basis until the ***child*** reaches school age, to assist the employee in reconciling work and parental responsibilities.

7.4.15.2 The employer shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

7.4.15.3 The employee's request and the employer's decision made under 7.4.15.1(b) and (c) must be recorded in writing.

7.4.15.4 Where an employee wishes to make a request under 7.4.15.1(c), such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the employee is due to return to work from ***parental leave***..

7.4.16 **Termination of employment**

7.4.16.1 An employee on ***parental leave*** may terminate their employment at any time during the period of leave by giving the required notice.

7.4.16.2 An employer must not terminate the employment of an employee on the ground of their pregnancy or an employee's absence on ***parental leave***. Otherwise the rights of an employer in relation to termination of employment are not affected by this clause.

7.4.17 **Replacement employees**

7.4.17.1 A ***replacement employee*** is an employee specifically engaged or temporarily promoted or transferred, as a result of an employee proceeding on ***parental leave***.

7.4.17.2 Before an employer engages a ***replacement employee*** the employer must inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced."

Clause 7.5 Special Leave Without Pay

OPDATE 01:10:2019 on and from

The ***employer*** will have the right to grant special leave without pay in accordance with the *Public Sector Act 2009* (as amended) and Regulations and the relevant Determinations and Guidelines or their successors as issued from time to time by the Commissioner for Public Sector Employment.

Clause 7.6 Bereavement Leave

OPDATE 19:05:2008 1st pp on or after

7.6.1 **Entitlement to Leave**

An employee (other than a casual employee), on the death of a:

- ***spouse***;
- parent;
- parent-in-law;
- sister or brother;
- child or step-child;
- household member,

is entitled, on reasonable notice, to leave up to and including the day of the funeral of the relative. This leave is without deduction of pay for a period not exceeding the number of hours worked by the employee in 3 ordinary days of work. Proof of death must be furnished by the employee to the satisfaction of the ***Responsible Officer***, if requested.

7.6.2 **Unpaid Entitlement to Leave**

An employee may take unpaid bereavement leave by agreement with the ***Responsible Officer***.

Clause 7.7 Public Holidays

OPDATE 01:10:2019 on and from

7.7.1 Entitlement to payment for public holidays for full-time ***employees*** will be in accordance with the *Public Sector Act 2009* (as amended) and Regulations and the relevant Determinations and Guidelines or their successors issued from time to time by the Commissioner for Public Sector Employment.

7.7.2 A part-time or temporary ***employee*** (in receipt of ***term time loading***) is not entitled to be paid in respect of public holidays. However, those ***employees*** will be permitted to work additional hours, accrue those hours in time bank as described in clause 6.2.3 of this Award and use those accrued hours to compensate for any restriction of working time caused by a public holiday or public holidays. The total number of hours used from the time bank is not to exceed the normal total hours which would normally have been worked had the public holiday or public holidays not occurred.

Clause 7.8 Trade Union Training Leave

OPDATE 26:11:2002 on and from

The employer may authorise attendance by employees at Trade Union Training courses subject to the following conditions:

7.8.1 **Employees Eligible**

Employees eligible for nomination to attend courses are those persons who are members of the Association.

7.8.2 **Training Institutions**

Approval is to be limited to attendances at Trade Union Training courses organised, run or approved by the following organisations:

Trade Union Training Australia Inc

Industrial Training Services SA
Workers Educational Association of South Australia Inc

7.8.3 **Nominations for Attendances**

All nominations for attendances at courses must be made by the Association of which the employee is a member.

7.8.4 **Approval of Nominees**

Approval is subject to:

7.8.4.1 A certificate of eligibility signed by the Secretary of the Association, or person nominated by the Secretary;

7.8.4.2 That the employee can be spared by the employer (in deciding approvals the work of the employer must be a priority and the privilege may be withdrawn at any time if considered necessary).

7.8.5 Time off with pay for an employee eligible to attend courses may be granted up to a maximum of 10 ***working days*** during two calendar years, to be calculated from the date the employee was first granted leave to attend a Trade Union Training Course. Time off with pay in excess of this entitlement may be granted in special circumstances at the discretion of the management but in no case will the amount exceed 20 ***working days*** during two years. All other costs related to attendance at a course will be the responsibility of the nominating Union or organisation.

7.8.6 Time off with pay for ***part-time employees*** eligible to attend courses may be granted in accordance with the following table:-

Hours Worked Per Week	Days that may be granted per two calendar years	Days that may be granted with managerial approval as explained in 7.7.5 above
15-20	3	6
21-25	4	8
26-30	6	12
31-35	8	16
36-40	10	20

7.8.7 Employer must maintain adequate records of time off showing the extent of each authorised absence and attendances should be verified.

Clause 7.9 Leave and Absences for Staff Development

OPDATE 01:10:2019 on and from
The ***employer*** will have the right to grant leave and absences for staff development on the same basis and to the same extent as prescribed in the *Public Sector Act 2009* (as amended) and Regulations, and the relevant Determinations and Guidelines or their successors issued from time to time by the Commissioner for Public Sector Employment.

Clause 7.10 Term Leave

OPDATE 19:05:2008 1st pp on or after
Deleted

Clause 7.11 Personal Leave to Care for a Family Member

OPDATE 15:03:2006 on and from
7.11.1 **Definitions**

7.11.1.1 ***Personal leave to care for a family member*** (previously known as family carer's leave) means leave provided in accordance with this clause.

7.11.1.2 ***Family*** - the following are to be regarded as members of a person's family:

(a) a ***spouse***;
(b) a child or step child;
(c) a parent or parent in-law;

(d) any other member of the person's household;
(e) a grandparent or grandchild;
(f) any other person who is dependent on the person's care.

7.11.1.3 ***Personal leave*** means leave provided for in accordance with clause 7.2.

7.11.2 **Paid personal leave to care for a family member**

7.11.2.1 An employee (other than a casual employee) with responsibilities in relation to a member of the employee's ***family*** who need the employee's care and support:

(a) due to personal injury; or

(b) for the purposes of caring for a family member who is sick and requires the employee's care and support or who requires care due to an unexpected emergency,

is entitled to up to 10 days or 75 hours in any completed year of ***continuous service*** (pro rata for ***part-time employees***) to provide care and support for such persons when they are ill.

7.11.2.2 By agreement between the employer and an individual employee, the employee may access an additional amount of their accrued ***personal leave*** for the purposes set out in this clause. In such circumstances, the employer and the employee shall agree upon the additional amount that may be accessed.

7.11.2.3 The entitlement to use ***personal leave to care for a family member*** is subject to the employee being responsible for the care of the person concerned.

7.11.2.4 The employee must, if required by the employer, establish by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another.

7.11.2.5 In normal circumstances an employee must not take ***personal leave to care for a family member*** where another person has taken leave to care for the same person.

7.11.2.6 The employee must, where practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee must notify the employer by telephone of such absence at the first opportunity on the day of the absence.

7.11.2.7 The amount of ***personal leave to care for a family member*** taken is to be deducted from the amount of the employees *personal leave* credit.

7.11.3 **Unpaid personal leave to care for a family member**

7.11.3.1 Where an employee has exhausted all paid ***personal leave*** entitlements, an employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care to a ***family*** member who is ill or who requires care due to an unexpected emergency.

7.11.3.2 The employer and the employee shall agree upon the period of unpaid ***personal leave to care for a family member*** which may be taken.

7.11.3.3 In absence of the agreement between the employer and the employee, the employee is entitled to take up to two days (of a maximum of 15 hours) of unpaid leave per occasion, provided that notice and evidentiary requirements are met.

7.11.4 **Single day absences**

Single day absences may be taken for ***personal leave to care for a family member.***

7.11.5 **Casual employees caring responsibilities**

7.11.5.1 Casual employees are not entitled to ***personal leave to care for a family member*** or bereavement leave but subject to the notice and evidentiary requirements in 7.6 and 7.11, casuals are entitled to not be available to attend work, or to leave work:

(a) to care for a member of their ***family*** who is sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child; or

(b) upon the death of a ***family*** member.

7.11.5.2 The period for which the employee will be entitled to not be available to attend work for each occasion in clause 7.11.5.1 is:

(a) the period agreed upon between the employer and the employee; or

(b) up to 48 hours (or 2 days) per occasion.

7.11.5.3 The casual employee is not entitled to any payment for the period of non-attendance under this clause.

7.11.5.4 An employer must not fail to re-engage a casual employee because the employee accessed the entitlement provided for under this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

7.11.5.5 This clause does not intend to alter the nature of casual employment and is without prejudice to any parties' arguments about the nature of casual employment.

EARLY CHILDHOOD WORKER AWARD

SCHEDULE 1 - SALARIES

OPDATE 01:07:2026 1st pp on or after

S1.1 **Full-Time Employees** (other than ***Kindergarten Employees***)

Early Childhood Worker Level 1	*$ Per annum*
1st year of service	56,264
2nd year of service	58,066
3rd year of service	59,145
4th year of service	60,315
5th year of service	61,305
6th year of service	62,384
Early Childhood Worker Level 2	
1st year of service	65,260
2nd year of service	67,062
3rd year of service	68,226
Early Childhood Worker Level 3	
1st year of service	71,511
2nd year of service	73,311
3rd year of service	75,110

S1.2 **First Aid Allowance**

S1.2.1 Where in the performance of their duties, an ***employee*** agrees to deliver a first aid service that requires them to hold a current recognised first aid certificate (or equivalent), the ***employee*** will be given the opportunity to undertake an appropriate course to become so qualified during ordinary working hours (where such course is available during ordinary working hours). Where such a course is only available after hours then the employee will be paid for the instructional time of the course. The ***employee*** will be reimbursed by the employer the cost of acquiring such qualifications.

S1.2.2 Where an ***employee*** agrees to renew their first aid qualification, that employee will be given the opportunity to undertake the training during ordinary working hours, (where such course is available during ordinary working hours). Where such a course is only available after hours then the employee will be paid for the instructional time of the course. The employee will be reimbursed by the ***employer*** the cost of renewing the qualification.

S1.2.3 Where, in the performance of their duties an ***employee*** agrees to deliver a first aid service and is required to hold a current recognised first aid certificate or equivalent, and where such qualification(s) had already been attained prior to the requirement of the holding of such qualifications arose, the cost incurred in gaining the qualification(s) is not to be reimbursed.

S1.2.4 The ***employee*** will be paid a First Aid Allowance of $22.05 per week provided that the employee fulfils those duties on at least 3 days a week. ***Employees*** performing first aid duties for less than 3 days will be paid an allowance calculated at the rate of 60 cents per hour for each hour or part thereof.

S1.2.5 Where an employee agrees to renew their First Aid qualification, that employee will be given the opportunity to undertake the retraining during ordinary working hours, (where such course is available during ordinary working hours). Where such a course is only available after hours then the employee will be paid for the instructional time of the course. The employee will be reimbursed by the employer the cost of renewing the qualification.

S1.3 **Payment of Salary**

If a salary is paid fortnightly, the fortnightly amount will be 12/313 of the annual salary and calculated to the nearest ten cents.

EARLY CHILDHOOD WORKER AWARD

SCHEDULE 2 - EARLY CHILDHOOD WORKER TRAINEES

OPDATE 01:07:2026 1st pp on or after

CLAUSE S2.1 TITLE

This Schedule shall be known as Early Childhood Worker Trainees Schedule.

CLAUSE S2.2 ARRANGEMENT

Clause No.	*Title*
S2.1	Title
S2.2	Arrangement
S2.3	Application
S2.4	Period of operation
S2.5	Definitions
S2.6	Training conditions
S2.7	Employment conditions
S2.8	Wages
S2.9	Disputes settling procedures
S2.10	Dispute settlement over traineeship schemes
S2.11	Part-time traineeships
Section A	Allocation of Traineeships to Wage Levels
Section B	Traineeship Schemes excluded from this Award

CLAUSE S2.3 APPLICATION

S2.3.1 This Schedule shall apply to persons:

(a) who are undertaking a ***Traineeship*** (as defined); and

(b) whose employment is, or otherwise would be, covered by the Award.

S2.3.2 This Schedule does not apply to the apprenticeship system or any training programme, which applies to the same occupation and achieves essentially the same training outcome as an existing apprenticeship in an award as at 25 June 1997.

This Schedule only applies to AQF IV ***Traineeship***s when the AQF III ***Traineeship*** in the ***Training Package*** is listed in Section A. Further, this Schedule also does not apply to any certificate IV training qualification that is an extension of the competencies acquired under a certificate III qualification, which is excluded from this Schedule due to the operation of this subclause.

S2.3.3 At the conclusion of the ***Traineeship***, and a contract of employment is offered, this Schedule ceases to apply to the employment of the Trainee and the Award shall apply to the former Trainee. The former Trainee will be employed at the relevant classification under the Award.

S2.3.4 Nothing in this Schedule shall be taken to replace the prescription of training requirements in the Award.

CLAUSE S2.4 OPERATION

This Schedule shall operate from the first pay period commencing on or after 1 July 2026.

CLAUSE S2.5 DEFINITIONS

S2.5.1 ***Act*** means the *Training and Skills Development Act 2008* or any successor legislation.

S2.5.2 ***Adult Trainee*** means for the purpose of this Schedule a Trainee who would qualify for the highest wage rate in Wage Level A, B or C if covered by that wage level.

S2.5.3 ***Approved Training*** means that training which is specified in the ***Training Plan***, which is part of the ***Training Agreement***, which is registered with the ***T&SC***. It includes training undertaken both on and off-the-job in a ***Traineeship*** and involves formal instruction, both theoretical and practical, and supervised practice. The training reflects the requirements of a National ***Training Package*** or a ***Traineeship*** Scheme and leads to a qualification under the Australian Qualification Framework.

S2.5.4 ***T&SC*** means the Training and Skills Commission under the Act.

S2.5.5 ***Award*** means the Early Childhood Workers Award.

S2.5.6 ***Trainee*** is an individual who is a signatory to a ***Training Agreement*** registered with the ***T&SC*** and is involved in paid work and structured training, which may be on or off the job. ***Trainee*** does not include an individual who already has the competencies to which the ***Traineeship*** is directed.

S2.5.7 ***Traineeship*** means a system of training which has been approved by the ***T&SC***, which meets the requirements of a National ***Training Package*** developed by a National Industry Training Advisory Board and endorsed by the National Training Framework Committee, which leads to an Australian Quality Council qualification specified by that National ***Training Package*** and includes full-time ***Traineeships*** and part-time ***Traineeships*** including school-based ***Traineeships***.

S2.5.8 ***Training Agreement*** means a Contract of Training for a ***Traineeship*** made between the employer and a ***Trainee***, which is registered with the ***T&SC***.

S2.5.9 ***Training Package*** means the competency standards, assessment guidelines and Australian Qualifications Framework qualification endorsed for an industry or enterprise by the National Training Quality Council and placed on the National Training Information Service with the approval of Commonwealth and State Ministers responsible for vocational education and training.

S2.5.10 ***Training Plan*** means a programme of training which forms part of a ***Training Agreement*** registered with the ***T&SC***.

S2.5.11 ***Traineeship Scheme*** means an approved ***Traineeship*** applicable to a group or class of employees or to an industry or sector of an industry or an enterprise, which has been approved by the ***T&SC***.

S2.5.12 ***Tribunal*** means the South Australian Employment Tribunal.

S2.5.13 ***Year 10*** - for the purposes of this Schedule, any person leaving school before completing Year 10 shall be deemed to have completed Year 10.

CLAUSE S2.6 TRAINING CONDITIONS

S2.6.1 The ***Trainee*** shall attend an ***Approved Training*** course or ***Training Program*** prescribed in the ***Training Agreement*** or as notified to the trainee by the ***T&SC*** in accredited and relevant Training Schemes.

S2.6.2 Employment as a ***Trainee*** under this Schedule shall not commence until the relevant ***Training Agreement***, made in accordance with a Training Scheme, has been signed by the employer and the Trainee and lodged for registration with the ***T&SC***, provided that if the ***Training Agreement*** is not in a standard format, employment as a ***Trainee*** shall not commence until the ***Training Agreement*** has been registered with the ***T&SC***. The employer shall ensure that the ***Trainee*** is permitted to attend the training course or program provided for in the ***Training Agreement*** and shall ensure that the ***Trainee*** receives the appropriate on-the-job training.

S2.6.3 The employer shall provide a level of supervision in accordance with the ***Traineeship Agreement*** during the ***Traineeship*** period.

S2.6.4 The provisions of the Act dealing with the monitoring by officers of the ***T&SC*** and the use of training records or work books as part of this monitoring process shall apply to ***Traineeships*** under this Schedule.

CLAUSE S2.7 EMPLOYMENT CONDITIONS

S2.7.1 A full-time ***Trainee*** shall be engaged for a maximum of one year's duration, except in respect of AQF III and AQF IV ***Traineeships*** which may extend up to two years full-time, provided that a ***Trainee*** shall be subject to a satisfactory probation period of up to one month which may be reduced at the discretion of the employer. Existing employees will not be subject to a probation period. By agreement in writing, and with the consent of the ***T&SC***, the Employer and the ***Trainee*** may vary the duration of the ***Traineeship*** and the extent of ***Approved Training*** provided that any agreement to vary is in accordance with the relevant ***Traineeship Scheme***. A part-time ***Trainee*** shall be engaged in accordance with the provisions of Clause S2.11 Part-Time Traineeships**,** of this Schedule.

S2.7.2 Where the ***Trainee*** completes the qualification in the ***Training Agreement*** earlier than the time specified in the ***Training Agreement***, then the ***Traineeship*** may be concluded by mutual agreement.

S2.7.3 Termination of employment of ***Trainees*** is dealt with in the ***Training Agreement***, or the Act. An employer initiating such action shall give written notice to the ***Trainee*** at the time the action is commenced and to the ***T&SC*** in accordance with the Act.

S2.7.4 The ***Trainee*** shall be permitted to be absent from work without loss of continuity of employment and/or wages to attend the ***Approved Training***.

S2.7.5 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 the purposes of the Award or any other legislative entitlements.

S2.7.6 **Trainees working overtime**

S2.7.6.1 Reasonable overtime may be worked by the ***Trainee*** provided that it does not affect the successful completion of the ***Approved Training***.

S2.7.6.2 No ***Trainee*** shall work overtime or shiftwork on their own unless consistent with the provisions of the Award.

S2.7.6.3 No ***Trainee*** shall work shiftwork unless the shiftwork makes satisfactory provision for ***Approved Training***. Such training may be applied over a cycle in excess of a week, but must average over the relevant period no less than the amount of training required for non-shiftwork ***Trainees***.

S2.7.6.4 The ***Trainee*** wage shall be the basis for the calculation of overtime and/or shift penalty rates prescribed by the Award, unless the Award makes specific provision for a ***Trainee*** to be paid at a higher rate, or the employer and ***Trainee*** agree in writing that a ***Trainee*** will be paid at a higher rate, in which case the higher rate shall apply.

S2.7.7 All other terms and conditions of the Award that are applicable to the ***Trainee*** or would be applicable to the ***Trainee*** but for this Schedule shall apply unless specifically varied by this Schedule.

S2.7.8 A ***Trainee*** who fails to either complete the ***Traineeship***, or who cannot for any reason be placed in full-time employment with the employer on successful completion of the ***Traineeship***, shall not be entitled to any severance payments payable pursuant to termination, change and redundancy provisions of the Award. This clause does not apply to existing employees.

Note: It is not intended that existing employees shall be displaced from employment by ***Trainees***.

CLAUSE S2.8 WAGES

S2.8.1 The weekly wage payable to full-time ***Trainees*** shall be provided in S2.8.4, S2.8.5 and S2.8.6 of this Schedule and in accordance with Clause S2.7 Employment Conditions.

S2.8.2 These wage rates will only apply to ***Trainees*** while they are undertaking an ***Approved Traineeship***, which includes ***Approved Training*** as defined in this Schedule.

S2.8.3 The wage rates prescribed by this clause do not apply to complete trade level training, which is covered by the Apprenticeship system.

S2.8.4 **Wage Level A**

Where the Accredited Training course and work performed are for the purpose of generating skills, which have been defined for work at Wage Level A in Section A of this Schedule.

	Highest year of schooling completed		
	Year 10	*Year 11*	*Year 12*
	$	*$*	*$*
School Leaver	364.00 (50%)	451.00 (33%)	
	420.00 (33%)	507.00 (25%)	
	461.00	507.00	606.00
Plus 1 year ***out of school***	507.00	606.00	702.00
Plus 2 years ***out of school***	606.00	702.00	820.00
Plus 3 years ***out of school***	702.00	820.00	939.00
Plus 4 years ***out of school***	820.00	939.00	
Plus 5 or more years	939.00		

S2.8.5 **Wage Level B**

Where the Accredited Training course and work performed are for the purpose of generating skills, which have been defined for work at Wage Level B in Section A of this Schedule.

	Highest year of schooling completed		
	Year 10	*Year 11*	*Year 12*
	$	*$*	*$*
School Leaver	364.00 (50%)	451.00 (33%)	
	420.00 (33%)	507.00 (25%)	
	461.00	507.00	586.00
Plus 1 year ***out of school***	507.00	586.00	677.00
Plus 2 years ***out of school***	586.00	677.00	791.00
Plus 3 years ***out of school***	677.00	791.00	903.00
Plus 4 years ***out of school***	791.00	903.00	
Plus 5 or more years	903.00		

S2.8.6 **Wage Level C**

Where the Accredited Training course and work performed are for the purpose of generating skills, which have been defined for work at Wage Level C in Section A of this Schedule.

	Highest year of schooling completed		
	Year 10	*Year 11*	*Year 12*
	$	*$*	*$*
School Leaver	364.00 (50%)	451.00 (33%)	
	420.00 (33%)	507.00 (25%)	
	461.00	507.00	586.00
Plus 1 year ***out of school***	507.00	586.00	660.00
Plus 2 years ***out of school***	586.00	660.00	741.00
Plus 3 years ***out of school***	660.00	741.00	823.00
Plus 4 years ***out of school***	741.00	823.00	
Plus 5 or more years	823.00		

S2.8.7 **School Based Traineeships**

	Year of Schooling	
	Year 11	*Year 12*
	$	*$*
School based ***Traineeships*** in Wage Levels A, B and C	461.00	507.00

*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 per cent.

S2.8.8 **Wage rates for Certificate IV Traineeships**

S2.8.8.1 ***Trainees*** undertaking an AQF IV ***Traineeship*** shall receive the relevant weekly wage rate for AQF III ***Trainees*** at Wage Levels A, B or C as applicable with the addition of 3.8 per cent of that wage rate.

S2.8.8.2 An ***Adult Trainee*** who is undertaking a ***Traineeship*** for an AQF IV qualification shall receive the following weekly wage as applicable based on the allocation of AQF III qualifications:

Wage Level	*First year of Traineeship*	*Second year of Traineeship*
	$	*$*
Wage Level A	975.00	1,012.00
Wage Level B	937.00	973.00
Wage Level C	854.00	886.00

S2.8.9 Where a person was employed by the employer under the ***Award*** immediately prior to becoming an ***Adult Trainee*** with the employer, such person shall not suffer a reduction in the rate of pay by virtue of becoming a ***Trainee***.

S2.8.10 Where a ***Traineeship*** is converted from an AQF II to an AQF III ***Traineeship***, or from an AQF III to an AQF IV ***Traineeship***, the Trainee shall move to the next higher rate provided in this Schedule, if a higher rate is provided for that new AQF level.

S2.8.11 Section A sets out the Wage Level of a ***Traineeship***.

S2.8.12 For the purposes of this provision, ***out of school*** shall refer only to periods out of school beyond Year 10, and shall be deemed to:

S2.8.12.1 Include any period of schooling beyond Year 10, which was not part of nor contributed to a completed year of schooling;

S2.8.12.2 Include any period during which a ***Trainee*** repeats in whole or part of a year of schooling beyond Year 10;

S2.8.12.3 Not include any period during a calendar year in which a year of schooling is completed; and

S2.8.12.4 Have effect on an anniversary date being January 1 in each year.

S2.8.13 Despite any other clause in this Schedule, ***Trainees*** may not be employed under this Schedule under the ***Traineeship*** Schemes and in the areas of employment listed in Section B.

CLAUSE S2.9 DISPUTE SETTLING PROCEDURES

For matters not dealt with in accordance with the ***Act***, the procedures to avoid industrial disputation contained in the Award will apply to ***Trainees***.

CLAUSE S2.10 DISPUTE SETTLEMENT OVER TRAINEESHIP SCHEMES

S2.10.1 A party may initiate this procedure when that party wishes to argue that this Schedule should not provide for employment under a particular ***Traineeship*** Scheme despite the allocation of the scheme to a Wage Level by Section A.

S2.10.2 The party shall:

S2.10.2.1 Notify the relevant parties of an intention to dispute the particular ***Traineeship Scheme***, identifying the scheme.

S2.10.2.2 Request the parties with an interest in the scheme to meet with them at a mutually agreed location.

S2.10.2.3 If agreement cannot be reached the matter may be referred to the ***Tribunal*** for conciliation.

S2.10.2.4 If agreement is not reached during conciliation then an application may be made to include the ***Traineeship*** scheme in Section B.

CLAUSE S2.11 PART-TIME TRAINEESHIPS

S2.11.1 This clause shall apply to ***Trainees*** who undertake a ***Traineeship*** on a part-time basis by working less than full-time hours and by undertaking the ***Approved Training*** at the same or lesser training time than a full-time ***Trainee***.

S2.11.1.1 A part-time ***Trainee*** (other than a school-based ***Trainee***) will be engaged to work for no less than an average of 22.5 hours per week, however in special circumstances, including where the employee is an existing employee who already works less than 22.5 hours per week, and with the agreement between the employer and employee, a part-time ***Trainee*** can be engaged to work for no less than a minimum average of 15 hours per week.

S2.11.1.2 A part-time school-based Trainee may be engaged to work less hours than the minimum hours prescribed by this Schedule and the Award provided that the Trainee remains enrolled in compulsory education.

S2.11.2 **Wages**

S2.11.2.1 The tables set out below are the hourly rates of pay where the training is either fully off-the-job or where 20% of time is spent in ***Approved Training***. These rates are derived from a 38 hour week.

Table 1: Trainees who have left school ($ per hour)

	Highest year of schooling completed		
Wage Level A			
	Year 10	*Year 11*	*Year 12*
	$	*$*	*$*
School Leaver	15.16	16.68	19.93
Plus 1 year ***out of school***	16.68	19.93	23.09
Plus 2 years ***out of school***	19.93	23.09	26.97
Plus 3 years ***out of school***	23.09	26.97	30.89
Plus 4 years ***out of school***	26.97	30.89	
Plus 5 or more years	30.89		
Wage Level B			
	Year 10	Year 11	Year 12
	$	$	$
School Leaver	15.16	16.68	19.28
Plus 1 year ***out of school***	16.68	19.28	22.27
Plus 2 years ***out of school***	19.28	22.27	26.02
Plus 3 years ***out of school***	22.27	26.02	29.70
Plus 4 years ***out of school***	26.02	29.70	
Plus 5 or more years	29.70		
Wage Level C			
	Year 10	Year 11	Year 12
	$	$	$
School Leaver	15.16	16.68	19.28
Plus 1 year ***out of school***	16.68	19.28	21.71
Plus 2 years ***out of school***	19.28	21.71	24.38
Plus 3 years ***out of school***	21.71	24.38	27.07
Plus 4 years ***out of school***	24.38	27.07	
Plus 5 or more years	27.07		

Table 2: School based Traineeships ($ per hour)

	Year of schooling	
	Year 11	*Year 12*
	$	*$*
Wage Levels A, B and C	15.16	16.68
20% loading [S2.11.6.2]	18.19	20.02

Table 3: Wage rates for part-time Certificate IV Traineeships ($ per hour):

Trainees undertaking a part-time AQF IV ***traineeship*** shall receive the relevant hourly rate for AQF III trainees at Wage Levels A, B or C as applicable under Table 1 or 2 with the addition of 3.8 per cent of that wage rate.

An ***adult trainee*** (as defined) who is undertaking a part-time ***traineeship*** for an AQF IV qualification shall receive the following hourly rate as applicable based on the allocation of AQF III qualifications:

Wage Level	*First year of traineeship*	*Second year of traineeship*
	$	*$*
Wage Level A	32.07	33.29
Wage Level B	30.82	31.99
Wage Level C	28.09	29.16

S2.11.3 The hours for which payment shall be made are determined as follows:

S2.11.3.1 Where the ***Approved Training*** for a ***Traineeship*** (including a school based ***Traineeship***) is provided off-the-job by a registered training organisation, for example at school or at TAFE, these rates shall apply only to the total hours worked by the part-time ***Trainee*** on-the-job.

S2.11.3.2 Where the ***Approved Training*** is undertaken solely on-the-job and the average proportion of time to be spent in ***Approved Training*** is 20% (i.e. the same as for the equivalent full-time ***Traineeship),*** then the total hours on-the-job shall be multiplied by the applicable hourly rate, and then 20 per cent shall be deducted.

S2.11.3.3 Where the ***Approved Training*** the training is partly on-the-job and partly off-the-job and the average proportion of time to be spent in ***Approved Training*** is 20% (ie the same as for the equivalent full-time ***Traineeship***), then the total of all hours spent in work and training shall be multiplied by the applicable hourly rate, and then 20 per cent shall be deducted.

Note: As noted in clause S2.8, 20 per cent is the average proportion of time spent in ***Approved Training***, which has been taken into account in setting the wage rates for most full-time ***Traineeships***.

S2.11.3.4 Where a person was employed part-time by an employer under this Award immediately prior to becoming a part-time ***adult trainee*** with that employer, such person shall not suffer a reduction in the hourly rate of pay by virtue of becoming a ***trainee***.

S2.11.3.5 Where the normal full-time weekly hours are not 38 the appropriate hourly rate may be obtained by multiplying the rate in the table by 38 and then dividing by the normal full-time hours.

S2.11.4 **General Formula**

S2.11.4.1 For ***Traineeships*** not covered by S2.11.2.1, the following formula for calculation of wage rates shall apply:

The wage rate shall be pro-rata the full-time rates based on variation in the amount of training and/or the amount of work over the period of the ***Traineeship***, which may also be varied on the basis of the following formula:

$$\textit{Full-time wage rate} \times \frac{\textit{Trainee hours - average weekly training time}}{30.4*}$$

* Note: 30.4 in the above formula represents 38 ordinary full-time hours less the average training time for full-time ***Trainee*****s** (ie 20%). A pro-rata adjustment will need to be made in the case where the Award specifies different ordinary full-time hours: for example where the ordinary weekly hours are 40, 30.4 will be replaced by 32.

(a) ***Full-time wage rate*** means the appropriate rate as set out in S2.8.4, S2.8.5, S2.8.6 and S2.8.7 of this Schedule.

(b) ***Trainee*** hours shall be the hours worked per week including the time spent in ***Approved Training***.

(c) Average weekly training time is based upon the length of the ***Traineeship*** specified in the ***Traineeship Agreement*** or ***Training Agreement*** as follows:

$$\frac{7.6 \times 12}{\text{Length of the } \textit{Traineeship} \text{ in months}}$$

Note 1: 7.6 in the above formula represents the average weekly training time for a full-time ***Trainee*** whose ordinary hours are 38 per week. A pro-rata adjustment will need to be made in the case where the Award specifies different ordinary time hours for example, where the ordinary weekly hours are 40, 7.6 will be replaced by 8.

Note 2: The parties note that the ***Training Agreement*** will require a ***Trainee*** to be employed for sufficient hours to complete all requirements of the ***Traineeship***, including the on the job work experience and demonstration of competencies. The parties also note that this would result in the equivalent of a full day's on the job work per week.

S2.11.5 **Example of the calculation for the wage rate for a part-time traineeship**

A school student commences a ***Traineeship*** in year 11. The ordinary hours of work in the ***Award*** are 38. The ***Training Agreement*** specifies two years (24 months) as the length of the ***Traineeship***.

Average weekly training time is therefore 7.6 x 12/24 = 3.8 hours.

Trainee hours totals 15 hours; these are made up of 11 hours work which is worked over two days of the week plus 1-1/2 hours on the job training plus 2-1/2 hours off the job ***Approved Training*** at school and at TAFE.

So the wage rate in year 11 is:

$461.00 x 15 - 3.8 = $169.84 (plus any applicable penalty rates under the Award)
30.4
The wage rate varies when the student completes year 11 and passes the anniversary date of 1 January the following year to begin year 12 and/or if ***trainee*** hours changes.

S2.11.6 **Employment conditions for all part-time trainees**

S2.11.6.1 A part-time ***Trainee*** shall receive, on a pro-rata basis, all employment conditions applicable to a full-time ***Trainee***. All the provisions of the Award shall apply to part-time ***Trainees*** except as specified in this Schedule.

S2.11.6.2 However, a ***Trainee*** undertaking a school based ***Traineeship*** may, with the agreement of the ***Trainee***, be paid an additional loading 20 per cent on all ordinary hours in lieu of annual leave, sick leave, personal leave and public holidays. Notwithstanding this, where a ***Trainee*** is called upon to work on a public holiday the provisions of the Award shall apply.

S2.11.6.3 A part-time ***Trainee*** may, by agreement, transfer from a part-time to a full-time ***Traineeship*** position should one become available.

S2.11.6.4 The minimum engagement periods specified in the Award shall also be applicable to part-time ***Trainees***.

SECTION A

Allocation of Traineeships to Wage Levels

Part A, New Training Package Titles

Wage Levels that apply to Certificates under Training Packages

Wage Level A

Training Package	*Certificate Level*
Administration	I II III
Assessment and Workplace Training	III
Beauty (National)	III
Black Coal	II III
Business Services	I II III
Chemical, Hydrocarbons and Oil Refining	III
Civil Construction (This Schedule does not apply to these ***traineeships*** where another Award already provides for the ***traineeship***)	III
Community Services	II III
Correctional Services	III
Financial Services	III
Floristry	III
Food Processing Industry	III
Forest & Forest Products	III
Gas Industries (Utilities)	II
Hospitality Industry	III
Information Technology	II III
Laboratory Operations	III
Local Government (Environmental Health & Regulation	II III
Local Government (General Construction)	III
Local Government (Governance & Administration)	I II III
Local Government (Government)	II III
Manufactured Mineral Products	III
Metal and Engineering Industry	
- Engineering Production Certificate	III
- Technical Traineeship	III
Museum and Library/Information Services	II III
National Public Services	II III
Plastics, Rubber and Cable-making	III
Public Services	II III
Retail	III
Telecommunications	II III
Textiles, Clothing and Footwear	III
Tourism	I

Training Package	*Certificate Level*
	II III
Transport and Distribution	III
	II
Water Industries (Utilities)	III
Wholesale Training	III

Wage Level B

Training Package	*Certificate Level*
Aeroskills Industry - This Award does not apply to these ***traineeships*** where another Award already provides for the ***traineeship***	II
Asset Maintenance	II III
Asset Security	I II III
Australian Meat Industry	I II III
Automotive Industry Manufacturing Film, TV, Radio and Multimedia	II III
Automotive Industry Retail Service and Repair	II
Beauty (National)	II
Caravan Industry	I II III
Civil Construction (This Schedule does not apply to these ***traineeships*** where another Award already provides for the ***traineeship***)	I II
Entertainment Industry	I II III
Extractive Industry	II III
Floristry	II
Food Processing Industry	I II
Forest and Forest Products Industry	I II
Gas Industry (Utilities)	II
Hospitality Industry	I II
Local Government (General Construction)	I II
Manufactured Mineral Products	I II
Metal and Engineering Industry	I II
National Community Recreation Industry	II III
National Fitness Industry	II III
National Outdoor Recreation Industry	II III
National Sport Industry	I II III
Plastics, Rubber and Cablemaking	I II
Public Safety	II

Training Package	*Certificate Level*
Printing and Graphic Arts	II
Pulp & Paper Manufacturing Industries	I II
Retail	II
Textile, Clothing and Footwear	I II
Transport and Distribution	I II
Veterinary Nursing	I II III
Water Industry (Utilities)	II
Wholesale Training	II

Wage Level C

Training Package	*Certificate Level*
Agriculture	I II III
Horticulture	I II III
Music	I II III
Racing Industry	II III
Seafood Industry	I II III

Part B, Old Traineeships Titles and Wage Levels

Wage Level A

Advanced Engineering Traineeship Level 3
Advanced Engineering - (A/B)
Arts Administration
AVTS AIEW, (ATSI Education Worker) Traineeship Pilot Project
Bakers Delight - Store Management
Bank Officer
Banking ATS
Basic Horticulture
Basic Horticulture - Local Government (Tas)
Building and Construction Administration Clerk
Certificate Vocational Studies Building and Construction Administration Assistant
Certificate III in Beauty
Certificate III in Care Support Services (Personal Assistant)
Certificate III in Care Support Services (Nursing Assistant)
Certificate III in Floristry
Certificate III in Nail Technology/Small Business
Certificate III in Office Administration
Certificate III in Retail Operations
Child Care Worker
Child Care (NSW)
Child Care (Qld)
Child Care (Tas)
Child Care - Local Govt
Clerical Processing (Health Practice)
Communications - Cabling/Equipment Installation
Communications - Customer Support Streams: Telemarketing; Communications Operator

Construction Worker Grade 2, Fit Out & Finish
Construction Worker Grade 2, Structures
Dental Assistant
Disability
Education Industry Traineeships - all streams
Electrical/Electronics Office Admin
Health Ancillary Worker, Dental Assistant (Public Sector Only)
Health Industry Office Skills
Health Office Skills
Home & Community Care
Integration Aide Stream
Language & Literacy Assistant Stream
Library Aide (Education)
Library Assistant
Library Assistant Stream
Literacy Support (Education)
Local Government Maintenance & Construction (Tas)
Marketing & Management (Cultural Industries)
Media Journalism
Medical Office Skills
Medical Receptionist
Municipal Administration/Local Government Office Library Assistant (Local Government)
Municipal Works (Qld)/Local Government Works (NSW)
Nursing - Division 2 (Enrolled Nurse)
Office Support Stream
Optical Dispensing
Organising Works
Patient Services Assistant (Public Sector Only)
Personal Carer
Real Estate - AVC Pilot
Real Estate Office
Residential Aged Care
State Public Sector Clerical (All States)
Therapy Assistant
Tourism Traineeship - Streams
Youth Worker

Wage Level B

Aluminium Fabrication
Air Freight Forwarding
Automotive Drafting
Baking
Certificate II in Floristry
Certificate II in Make-up Artistry
Certificate II in Nail Technology
Certificate II in Retail Cosmetic Assistant
Certificate in Food Processing (Rice) - Level 1
Certificate in Food Processing (Rice) - Level 2
Certificate in Pharmaceutical Manufacturing - Level 1
Certificate in Pharmaceutical Manufacturing - Level 2
Certificate Vocational Studies - Electrical
Certificate Vocational Studies - Municipal Maintenance (Vic, Tas)
Certificate Vocational Studies - Municipal Works
Certificate Level 2 Television Operations Techniques
Chemical
Clothing Production
Communications Systems Installation
Community Pharmacy (Operations) - Cert I in Retail
Community Pharmacy (Operations) - Cert II in Retail
Community Pharmacy (Operations - Marketing) - Cert III in Retail
Community Pharmacy (Operations - Supervision) - Cert III in Retail
Computer Assembly
Concrete Worker

Construction Worker Grade 1 - Fit Out & Finish
Construction Worker Grade 1 - Structures
Deckhands
Electrical/Electronic Production CST
Electrical/Electronic Production (non MIA)
Electrical Wholesaling
Electronics Auto Accessories
Electronics Equipment
Electronics Sales
Electrotechnology Manufacturing
Essential Services Operator
Fast Food CST
Fitness Instruction
Food Preparation & Services CST
Food Services (State PS)
Forest Growing
Forest Harvesting
Furnishing Industry Sales (Product Knowledge)
Furniture Production
General & Commercial Waste Management/Resource Recovery
Harvesting
Heating & Cooling
Industrial Blaster/Coater
Lead Lighting
Live Theatre (Technical) (APACA)
Local Government Child Care
Meat Preparation, Packaging & Sales
Merchandising
Millinery
Municipal & General Waste Management
Municipal Works (Vic, SA)
National Meat Processing - Meat Retailing
National Multimedia Industry
Panel Products
Pharmaceutical Manufacturing
Plastics
Pulp & Paper Making
Pulp & Paper Processing
Retail Operations Certificate 2
Retail Waste Management
Sales/Marketing
Sawmilling & Processing
Security System Installation
Support Worker
Survey Assistant
Survey Technical Assistant
Television & Video Production
Television Operations Techniques
Television Operation Traineeship
Textiles
Timber Merchandising
Vehicle Industry Certificate
Vehicle Manufacturing (CST)
Waste Management
Waste Operation
Water Management
Wholesale Customer Services Sales Representative Traineeship

Wage Level C

Aquaculture (Fin Fish & Shell Fish)
Community Radio
Community Radio Broadcasting Certificate 2
Electro Communications

Electro Trades
Floristry
Introductory Training Program - Fit Out & Finish
Introductory Training Program - Structures
Land Conservation & Restoration
Municipal & General Waste Management
Municipal & General Waste Management (Operations)
Music Business
Personal Carer - Assistant in Nursing/Personal Care worker
Pulp & Paper CST
Seafood Handling & Processing
Stablehand/Track Rider
Wardsperson

SECTION B

Traineeship schemes excluded from this award

Nil

APPLICATIONS FILED

File No	*Description*
07368/2000	AWARD VARIATION Award varied. Cl. 1.3 Scope, Persons Bound & Locality; Cl. 1.5 Definitions; Cl. 3.1 Grievance & Dispute Settling Procedures; Cl. 4.4 Employment Categories; Cl. 5.1 Classification of Employees; Cl. 5.4 Term Leave Loading; Cl. 5.7 Reclassification Procedures; Cl. 7.7 Trade Union Training Leave; Cl. 7.9 Term Leave. Opdate 25/1/2001 AND Sch. 1 Salaries Opdates 25/1/2001, 25/1/2002 & 25/1/2003.
05071/2001	AWARD VARIATION Award varied. Sch. 1 Salaries re SWC 2001. Opdate 25/01/2003.
07906/2001	AWARD VARIATION Award varied. Sch. 2 Early Childhood Worker Trainees. Opdate 09/02/2002.
06180/2002	AWARD REVIEW S99 New Award issued. Opdate 26/11/2002 (Schedule 1 Salaries opdate ppc 25/01/2003).
06924/2002	AWARD VARIATION Joined with 7178/2002. Award varied in conjunction with s.99 Review of Award 6179/2002. Schedule 1 Salaries re SWC 2002. Opdate ppc 25/01/2003.
07178/2002	AWARD VARIATION Joined with 6924/2002. Award varied in conjunction with s.99 Review of Award 6179/2002. Schedule 1 Salaries re SWC 2002. Opdate ppc 25/01/2003.
07429/2002	AWARD VARIATION Award varied. Schedule 2 Early Childhood Worker Trainees re SWC 2002. Opdate ppc 13/11/2002.
07415/2003	AWARD VARIATION Award varied. Sch 2 - Early Childhood Worker Trainees re National Training Wage & SWC 2003. Opdate ppc 13/11/2003.
08350/2003	AWARD VARIATION Award varied. Sch. 1 Salaries re SWC 2003. Opdate ppc 25/01/2004.
07565/2004	AWARD VARIATION Award varied. Sch. 2 Early Childhood Worker Trainees re SWC 2004. Opdate ppc 13/11/2004.
00995/2005	AWARD VARIATION Award varied. Sch. 1 Salaries re SWC 2004. Opdate ppc 25/01/2005.
04861/2005	AWARD VARIATION Award varied. Sch. 1 Salaries re SWC 2005. Opdate ppc 25/01/2006.
01011/2006	AWARD VARIATION Award varied. Sch. 2 Early Childhood Worker Trainees. Opdate ppc 16/03/2006.
01034/2006	AWARD VARIATION Award varied. Cl. 1.5 Definitions, Cl. 7.2 Personal Leave - Injury & Sickness, Cl. 7.4 Parental Leave, New Cl. 7.11 Personal Leave to Care for a Family Member. Opdate 15/03/2006.
03455/2006	AWARD VARIATION Award varied. Sch.1 Salaries re Remuneration Minimum Standard. Opdate ppc 17/04/2006.

File No	*Description*
06555/2006	AWARD VARIATION Award varied. New Cl. 5.8 Safety Net Adjustments, New Cl. 5.9 Economic Incapacity Applications, Sch. 1 Salaries, opdate ppc 25/01/2007. Sch. 2 Early Childhood Worker Trainees, opdate ppc 13/11/2006. Re General Appln to Review Wages 2006.
02509/2007	AWARD VARIATION Award varied. Sch. 1 Salaries re Minimum Standard for Remuneration. Opdate ppc 02/03/2007.
00126/2008	AWARD VARIATION Award varied. Cl 5.8 Safety Net Adjustments, Cl 5.9 Economic Incapacity Applications, Sch. 1 Salaries, Sch. 2 Early Childhood Worker Trainees re SWC 2007. Opdates ppc 01/01/2008, 25/01/2008 & 13/11/2007.
00362/2008	AWARD REVIEW S99 Award varied. Cl. 1.3 Scope, Persons Bound & Locality, Cl. 1.5 Definitions, Cl. 3.1 Grievance & Dispute Settling Procedures, Delete Cl. 4.4 Employment Categories, Cl. 4.7 Recognition of Prior Service, Cl. 5.1 Classification of Employees, Cl. 5.3 Allowances & Expenses Reimbursement, Cl. 5.4 Term Leave Loading (retitled as Cl. 5.4 Term Time Employment), Cl. 5.7 Reclassification Procedures, New Cl. 5.10 Payment of Employees, Cl. 6.2 Overtime, New Cl. 6.3 Minimum Hours of Engagement, Cl. 7.1 Recreation Leave, Cl. 7.2 Personal Leave-Injury & Sickness, Cl. 7.3 Special Leave, Cl. 7.5 Special Leave Without Pay, Cl. 7.6 Bereavement Leave, Cl. 7.7 Public Holidays, Cl. 7.9 Leave & Absences for Staff Development, Delete Clause 7.10 term Leave, Sch. 1 Salaries re updated nomenclature, obsolete provisions, salary levels. Opdate 19/05/2008.
05884/2008	AWARD VARIATION Award varied. Cl 5.8 Safety Net Adjustments, Cl 5.9 Economic Incapacity Applications, Sch. 1 Salaries, Sch. 2 Early Childhood Worker Trainees re SWC 2008. Opdate ppc 01/10/2008.
05769/2009	AWARD VARIATION Award varied. Cl 5.8 Safety Net Adjustments, Cl 5.9 Economic Incapacity Applications, Sch. 1 Salaries, Sch. 2 Early Childhood Worker Trainees re SWC 2009. Opdate ppc 01/10/2009.
04649/2010	AWARD VARIATION Award varied. Cl 5.8 Safety Net Adjustments, Cl 5.9 Economic Incapacity Applications, Sch. 1 Salaries, Sch. 2 Early Childhood Worker Trainees re SWC 2010. Opdate ppc 01/10/2010.
04254/2011	AWARD VARIATION Award varied. Cl 5.8 Safety Net Adjustments, Cl 5.9 Economic Incapacity Applications, Sch. 1 Salaries, Sch. 2 Early Childhood Worker Trainees re SWC 2011. Opdate ppc 01/10/2011.
05881/2011	AWARD VARIATION Award varied. Cl. 5.10.6 Casual Employees or Casual Kindergarten Employees re Casual Loading Case. Opdate ppc 01/01/2012 (01/07/2012, 01/07/2013, 01/07/2014).
02651/2012	AWARD VARIATION Award varied. Cl 5.8 Safety Net Adjustments, Cl 5.9 Economic Incapacity Applications, Sch. 1 Salaries, Sch. 2 Early Childhood Worker Trainees re SWC 2012. Opdate ppc 01/07/2012.
03000/2013	AWARD VARIATION Award varied. Cl 5.8 Safety Net Adjustments, Cl 5.9 Economic Incapacity Applications, Sch. 1 Salaries, Sch. 2 Early Childhood Worker Trainees re SWC 2013. Opdate ppc 01/07/2013.
04203/2014	AWARD VARIATION Award varied. Cl 5.8 Safety Net Adjustments, Cl 5.9 Economic Incapacity Applications, Sch. 1 Salaries, Sch. 2 Early Childhood Worker Trainees re SWC 2014. Opdate ppc 01/07/2014.

File No	*Description*
6384/2015	AWARD VARIATION Award varied. Cl 5.8 Safety Net Adjustments, Cl 5.9 Economic Incapacity Applications, Sch. 1 Salaries, Sch. 2 Early Childhood Worker Trainees re SWC 2015. Opdate ppc 01/07/2015.
3209/2016	AWARD VARIATION Award varied. Cl 5.8 Safety Net Adjustments, Cl 5.9 Economic Incapacity Applications, Sch. 1 Salaries, Sch. 2 Early Childhood Worker Trainees re SWC 2016. Opdate ppc 01/07/2016.
3337/2017	AWARD VARIATION Award varied. Cl 5.8 Safety Net Adjustments, Cl 5.9 Economic Incapacity Applications, Sch. 1 Salaries, Sch. 2 Early Childhood Worker Trainees re SWC 2017. Opdate ppc 01/07/2017.
4275/2018	AWARD VARIATION Award varied. Cl 5.8 Safety Net Adjustments, Cl 5.9 Economic Incapacity Applications, Sch. 1 Salaries, Sch. 2 Early Childhood Worker Trainees re SWC 2018. Opdate ppc 01/07/2018.
ET-19-01422	AWARD VARIATION Award varied. Cl 5.8 Safety Net Adjustments, Cl 5.9 Economic Incapacity Applications, Sch. 1 Salaries, Sch. 2 Early Childhood Worker Trainees re SWC 2019. Opdate ppc 01/07/2019.
ET-19-00749	S99 REVIEW OF AWARD Award varied. Cl 1.3 Scope, Persons Bound and Locality, Cl. 1.5 Definitions, Cl. 2.1 Enterprise Flexibility Provision, Cl. 3.1 Grievance and Dispute Settling Procedures, Cl. 4.1 Anti-Discrimination, Cl. 4.7 Recognition of Prior Service, Cl.5.3 Allowances and Expenses Reimbursement, Cl. 5.9 Economic Incapacity Applications, Cl. 5.10 Payment of Employees, Cl. 6.2 Overtime, Cl. 6.3 Minimum Hours of Engagement, Cl. 7.1 Recreation Leave, Cl. 7.2 Person Leave – Injury and Sickness, Cl. 7.3 Special Leave With Pay, Cl. 7.4 Parental Leave, Cl. 7.5 Special Leave Without Pay, Cl. 7.7 Public Holidays, Cl. 7.9 Leave and Absences for Staff Development, Sch. 2 Training Wage Arrangements (cl. S2.5 Definitions, cl. S2.10 Dispute Settlement Over Traineeship Schemes). Opdate 01/10/2019
ET-21-00552	AWARD VARIATION Award varied. Cl 5.8 Safety Net Adjustments, Cl 5.9 Economic Incapacity Applications, Sch. 1 Salaries, Sch. 2 Early Childhood Worker Trainees re SWC 2020 (wages). Opdate ppc 01/07/2020.
ET-21-00552	AWARD VARIATION Award varied. Sch. 1 Salaries (cl.S1.2.4 First Aid Allowance) re SWC 2020 (allowances). Opdate ppc 01/07/2020.
ET-22-00821	AWARD VARIATION Award varied. Cl 5.8 Safety Net Adjustments, Cl 5.9 Economic Incapacity Applications, Sch. 1 Salaries, Sch. 2 Early Childhood Worker Trainees Opdate ppc 01/07/2021.
ET-23-00803	AWARD VARIATION Award varied. Cl 5.8 Safety Net Adjustments, Cl 5.9 Economic Incapacity Applications, Sch. 1 Salaries, Sch. 2 Early Childhood Worker Trainees re SWC 2022 Opdate ppc 01/07/2022.
ET-23-05990	AWARD VARIATION Award varied. Cl 5.8 Safety Net Adjustments, Cl 5.9 Economic Incapacity Applications, Sch. 1 Salaries, Sch. 2 Early Childhood Worker Trainees re SWC 2023 Opdate ppc 01/07/2023.

File No	*Description*
ET-24-05140	AWARD VARIATION Award varied. Cl 5.8 Safety Net Adjustments, Cl 5.9 Economic Incapacity Applications, Sch. 1 Salaries, Sch. 2 Early Childhood Worker Trainees re SWC 2024 Opdate ppc 01/07/2024.
ET-25-02729	AWARD VARIATION Award varied. Cl 5.8 Safety Net Adjustments, Cl 5.9 Economic Incapacity Applications, Sch. 1 Salaries, Sch. 2 Early Childhood Worker Trainees re SWC 2025 Opdate ppc 01/07/2025.
ET-26-04300	AWARD VARIATION Award varied. Cl 5.8 Safety Net Adjustments, Cl 5.9 Economic Incapacity Applications, Sch. 1 Salaries, Sch. 2 Early Childhood Worker Trainees re SWC 2026 Opdate ppc 01/07/2026.