



NEW SOUTH WALES
INDUSTRIAL GAZETTE

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**HEALTH, FITNESS AND INDOOR SPORTS CENTRES (STATE)
AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Industrial Relations Secretary.

(Case No. 211169 of 2024)

Before The Honourable Justice Taylor
The Honourable Justice Chin
The Honourable Justice Paingakulam
Senior Commissioner Constant
Commissioner McDonald

5 August 2025

AWARD

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PART A

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2. Rates of Pay

- (a) Weekly Rates - The rates paid to an employee in the classification set out in clause 3, Classifications will be as set out in (i) of Table 1- Rates of Pay, of Part B, Monetary.

The wages payable to employees under this award are inclusive of any payment by way of commissions or other similar payments to the extent that commissions or other similar payments match the total Supplementary Payments in Table 4 - Supplementary Payments, of Part B.

- (b) Junior Rates - A junior employee engaged at level 1, 2 or 3 will be paid the following for that level:

Percentage of Appropriate Adult Rate	%
At sixteen years and under	55%
At seventeen years	65%
At eighteen years	75%
At nineteen years	85%
At twenty years	100%

Provided that employees who hold recognised industry-wide qualifications and are required to act upon them at 18 years or older with at least 12 months experience will be paid the full adult rate of pay.

- (c) Supervisory Loadings - an employee appointed by an employer to supervise other employees will be paid, in addition to the rates of pay prescribed in subclause (a) of this clause, the following amount per week specified in Table 2 - Other Rates and Allowances, of Part B as follows:

In charge of up to 5 employees - Item 1;

In charge of 6 and up to 10 employees - Item 2;

In charge of 11 or more employees - Item 3;

or pro rata amount per engagement for part-time and casual employees.

(d) For the calculation of the casual hourly rate refer to clause 5, Casual Employment.

3. Classifications

Level 1 - A level 1 employee is an employee who is undertaking training which may include information on the employer's business, conditions of employment, introduction of supervisors and fellow workers, training and career path opportunities, workplace health and safety, equal employment opportunities and quality assurance.

An employee at this level performs routine duties essentially of a manual nature and to the level of their training:

exercises minimal judgement;

works under direct supervision;

is undertaking structured training/learning in the following areas:

- clerical assistant duties including switchboard operation, reception, information services, taking bookings;
- providing general assistance to employees of a higher grade, not including cooking or direct service to customers;
- cleaning, tidying and setting up of kitchen, food preparation and customer service areas, including cleaning of equipment, crockery and general utensils;
- assembly and preparation of ingredients for cooking;
- handling pantry items and linen;
- setting and/or wiping down tables, removing food plates, emptying ashtrays and picking up glasses;
- general cleaning, gardening and labouring tasks
- door duties, attending a cloakroom or car park not involving the handling of cash

Level 2 - A Level 2 employee is an employee who has completed at least three months or in the case of a casual or part time employee, 456 hours training at Level 1 so as to enable them to perform work within the scope of this level. An employee at this level:

performs work above and beyond the skills of an employee at Level 1 and to the level of their training.

works from instructions or procedures and works under direct supervision either individually or in a team environment.

is primarily engaged in one or more of the following duties:

- overseeing pool activities;
- assisting with classes and directing leisure activities in a recreational complex;
- attending to equipment and displays, e.g. pool attendant;
- providing customer advice, sales and services;
- operating switchboard and/or telephone paging system;
- clerical duties, involving intermediate keyboard skills with instructions;

- programme/ticket selling and general sales involving receipt of monies and giving change, including operation of cash registers, use of electronic swipe input devices - laundry and/or cleaning duties involving the use of cleaning equipment and/or chemicals;
- maintaining general presentation of grounds;
- door duties, attending a cloak room or car park;
- serving from a snack bar, buffet or meal counter;
- supplying, dispensing or mixing of liquor, including cleaning of bar area and equipment, preparing the bar for service, taking orders and serving drinks;
- non-cook duties in a kitchen.

Level 3A - A Level 3A employee has completed structured training (which may include formal Life Saving, Rescue and Resuscitation Training) recognised by the industry as relevant and appropriate to perform within the scope of this level.

is responsible for the quality of their own work subject to routine supervision either individually or in a team environment;

exercises discretion within their level of skills and training;

assists in the provision of on-the-job training of employees at Levels 2 and 1 where applicable.

Indicative of some of the duties which an employee at this level may perform include:

- pool attendant (Lifeguard) involved in overseeing pool activities under supervision by a more qualified employee;
- Instructor who works directly with more qualified staff to provide supervision of a group or individual fitness activity or program, only after commencing a recognised course or undertaking accredited training;
- Aerobics instructor undertaking accredited training with less than 12 months experience in the industry;
- recreational/leisure activities, involving the planning, and/or co-ordinating and/or conduct of individual leisure, games, promotional and/or entertainment activities;
- masseur with less than 12 months experience in the industry;
- supervision of front desk, including customer liaison and rostering of front office staff;
- building service employee who undertakes maintenance and/or restoration of hard floor surfaces, including buffing and sealing and/or operating ride on powered sweeping machines;
- gardener/grounds maintenance employee not possessing trade qualifications (and not employed as green keeper);
- maintenance of machinery, plant and technical equipment (non trade qualifications), including a trade assistant undertaking formal training who takes direction from a more qualified employee;
- preparing and cooking a limited range of basic food items such as breakfasts, grills and snacks;
- security work requiring the holding of an appropriate license
- reconciling cash transactions;

- ordering stock;
- undertakes routine chemical testing under technical supervision

Level 3B - Weight loss counsellor who develops nutritional plans and weight loss programs and who weighs and measures and records clients' progress.

Level 4 - An employee at this level must be capable of performing the indicative skills of a Level 3A employee and must also be able to work from complex instructions in the following areas:

Aerobics instructor who has undertaken accredited training plus who has a minimum of 12 months of regular employment in the industry;

Masseur with more than 12 months experience in the industry;

Caretaker who is responsible for maintaining general site appearance and supervising or co-ordinating the work of building services / grounds employees at lower levels.

Progression to Level 5 will be dependent upon successful application and availability of position

Level 5 - An employee who is qualified in a trade recognised by the industry as relevant and appropriate to the work performed, and who is competent to perform work within the scope of this level.

An employee at this level is responsible for supervision, training and co-ordination (including rostering) of employees within their respective work area to ensure delivery of service. An employee at this level is one who performs the following range of tasks or duties:

- Instructor (including Aerobics instructor) who conducts more than one level or type of class or activity and who may assist in the design and delivery of programs and is capable of assessing participants;
- Lifeguard holding relevant industry qualifications at trade or equivalent level;
- Weight loss counsellor responsible for co-ordinating or supervising the work of employees at lower levels;
- Trade qualified in a single trade stream and who is responsible for giving trade directions for Levels 1 to 4;
- Employee performing horticultural duties at a Certificate or equivalent level.
- Building Maintenance supervisor involved in supervising the general maintenance of buildings and work of employees at Levels 1 to 4;

Level 6 - An employee who is engaged in supervising, training and co-ordinating staff and who is responsible for the maintenance of service and operational standards, and who exercises substantial responsibility and independent initiative and judgement with a requisite knowledge of their specific field and of the employer's business.

An employee at this level would have:

worked or studied in a relevant field and/or have specialist knowledge, qualifications and experience; or

hold formal trade or technical qualifications relevant to the employer in more than one trade or technical field; which are required by the employer to perform the job; or

hold specialist post trade qualifications which are required by the employer to perform the job and will have achieved a level or organisation or industry specific knowledge sufficient for them to give advice and/or guidance to their organisation and/or clients in relation to specific areas of their responsibility.

Indicative of duties at this level are:

- General supervision of catering or retail functions;
- Centre administration involving supervision of staff and systems and co-ordinating events;
- development of in-house training programs for instructors and co-ordinators

NOTE: Where supervision is a feature or responsibility of the Level, the supervisory loading referred to in subclause (c), of Clause 2, Rates of Pay, will not be payable.

FURTHER NOTE: The definitions contained in the classification structure above will have no application to a person employed in a managerial capacity (including a manager employed in a Weight Loss Centre) that is a person who is employed primarily to control the conduct of the employer's business either in whole or in part and who in the performance of his/her duties regularly makes decisions and accepts responsibility on matters relating to the administration and conduct of business.

4. Terms of Engagement

- (a) An employee will be employed as one of the following:
- (i) a full-time employee;
 - (ii) a part-time employee;
 - (iii) a casual employee
- (b) The employment of employees (excluding casual employees) may be terminated by either side providing the below notice, which may be given at any time or by the payment by the employer or forfeiture by the employee of a week's pay in lieu of notice.

Period of Continuous	Service Period of Notice
Less than 1 year	1 week
1 year and less than 3 years	2 weeks
3 years and less than 5 years	3 weeks
5 years and over	4 weeks

In addition to the notice above, employees over 45 years of age at the time of the giving of the notice, with not less than two years continuous service, will be entitled to an additional week's notice.

This will not affect the right of the employer to dismiss an employee without notice in the case of an employee guilty of malingering, inefficiency, neglect of duty or misconduct.

- (c) Trial Period - Notwithstanding anything elsewhere contained in this clause, the first three months of employment will be on a trial basis and may be terminated by one weeks' notice by either side, or by the payment in lieu by the employer or forfeiture by the employee, of one weeks' wages.
- (d) Notwithstanding anything contained in this award, an employer may deduct payment of wages for any day, or part thereof, on which an employee cannot be usefully employed because of:
- (i) any strike;
 - (ii) any breakdown of machinery; or
 - (iii) any stoppage of work unavoidable by the employer.

5. Casual Employment

- (a) Casual employees are persons engaged and paid as such.
- (b) A casual employee will be engaged either on an ordinary or "all-up" basis as detailed below:
 - (i) Ordinary Casual - An ordinary casual will be paid 1/38 of the appropriate weekly rate plus:
 - (1) a 15 per cent loading (except when Saturday, Sunday, public holiday or night work penalties are paid); and
 - (2) the equivalent of one-twelfth of the ordinary hourly rate of pay for a full-time employee for each hour worked.

The payments specified in this subclause include statutory obligations under the *Annual Holidays Act 1944*.

An ordinary casual employee will be paid for a minimum engagement of three hours.

- (ii) All-up Casual - An all-up casual will be paid 1/38 of the appropriate weekly rate plus a loading of 30 per cent for each hour worked.

This 30 per cent loading includes statutory obligations under the *Annual Holidays Act 1944*, and the loadings applicable under this award for work on Saturdays, Sundays, public holidays and at night.

An all-up casual employee will be paid for a minimum engagement of three hours. Provided that where an employer has been engaging casual(s) for periods of less than three hours prior to the commencement of this award, they may continue to do so, subject to a minimum engagement of one hour and a half. Also provided that an all-up casual employee involved in the presentation or conducting of sports games/training (e.g. instructors) will be paid for a minimum engagement of one hour.

5A. Secure Employment

- (a) Objective of this Clause

The objective of this clause is for the employer to take all reasonable steps to provide its employees with secure employment by maximising the number of permanent positions in the employer's workforce, in particular by ensuring that casual employees have an opportunity to elect to become full-time or part-time employees.

- (b) Casual Conversion

- (i) A casual employee engaged by a particular employer on a regular and systematic basis for a sequence of periods of employment under this Award during a calendar period of six months will thereafter have the right to elect to have their ongoing contract of employment converted to permanent full-time employment or part-time employment if the employment is to continue beyond the conversion process prescribed by this subclause.
 - (ii) Every employer of such a casual employee will give the employee notice in writing of the provisions of this sub-clause within four weeks of the employee having attained such period of six months. However, the employee retains their right of election under this subclause if the employer fails to comply with this notice requirement.
 - (iii) Any casual employee who has a right to elect under paragraph (b)(i), upon receiving notice under paragraph (b)(ii) or after the expiry of the time for giving such notice, may give four weeks' notice in writing to the employer that they seek to elect to convert their ongoing contract of employment to full-time or part-time employment, and within four weeks of receiving such

notice from the employee, the employer must consent to or refuse the election, but must not unreasonably so refuse. Where an employer refuses an election to convert, the reasons for doing so must be fully stated and discussed with the employee concerned, and a genuine attempt must be made to reach agreement. Any dispute about a refusal of an election to convert an ongoing contract of employment will be dealt with as far as practicable and with expedition through the disputes settlement procedure.

- (iv) Any casual employee who does not, within four weeks of receiving written notice from the employer, elect to convert his or her ongoing contract of employment to full-time employment or part-time employment will be deemed to have elected against any such conversion.
- (v) Once a casual employee has elected to become and been converted to a full-time employee or a part-time employee, the employee may only revert to casual employment by written agreement with the employer.
- (vi) If a casual employee has elected to have their contract of employment converted to full-time or part-time employment in accordance with paragraph (b)(iii), the employer and employee must, in accordance with this paragraph, and subject to paragraph (b)(iii), discuss and agree upon:
 - (1) whether the employee will convert to full-time or part-time employment; and
 - (2) if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked either consistent with any other part-time employment provisions of this award or pursuant to a part time work agreement made under Chapter 2, Part 5 of the *Industrial Relations Act 1996* (NSW);

Provided that an employee who has worked on a full-time basis throughout the period of casual employment has the right to elect to convert their contract of employment to full-time employment and an employee who has worked on a part-time basis during the period of casual employment has the right to elect to convert their contract of employment to part-time employment, on the basis of the same number of hours and times of work as previously worked, unless other arrangements are agreed between the employer and the employee.

- (vii) Following an agreement being reached pursuant to paragraph (vi), the employee will convert to full-time or part-time employment. If there is any dispute about the arrangements to apply to an employee converting from casual employment to full-time or part-time employment, it must be dealt with as far as practicable and with expedition through the disputes settlement procedure.
 - (viii) An employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this subclause.
- (c) Workplace Health and Safety
- (i) For the purposes of this subclause, the following definitions will apply:
 - (1) A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer.
 - (2) A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another employer to provide a specified service or services or to produce a specific outcome or result for that other employer which might otherwise have been carried out by that other employer's own employees.

- (ii) Any employer which engages a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises must do the following (either directly, or through the agency of the labour hire or contract business):
 - (1) consult with employees of the labour hire business and/or contract business regarding the workplace health and safety consultative arrangements;
 - (2) provide employees of the labour hire business and/or contract business with appropriate workplace health and safety induction training including the appropriate training required for such employees to perform their jobs safely;
 - (3) provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
 - (4) ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.
- (iii) Nothing in this subclause (c) is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the *Work Health and Safety Act 2011* or the *Workplace Injury Management and Workers Compensation Act 1998*.
- (d) Disputes Regarding the Application of this Clause

Where a dispute arises as to the application or implementation of this clause, the matter will be dealt with pursuant to the disputes settlement procedure of this award.
- (e) This clause has no application in respect of organisations which are properly registered as Group Training Organisations under the *Apprenticeship and Traineeship Act 2001* (or equivalent interstate legislation) and are deemed by the relevant State Training Authority to comply with the national standards for Group Training Organisations established by the ANTA Ministerial Council.

6. Part-time Employment

- (a) A part-time employee is a permanent employee engaged to work less than an average of 38- hours per week over any 28-day period, but not less than 15 hours per fortnight and who is not engaged and paid as a casual.
- (b) A part-time employee will be engaged in writing, detailing their minimum weekly hours and method of engagement.
- (c) A part-time employee will be paid an hourly rate equivalent to the appropriate weekly rate divided by 38 with a minimum shift of three consecutive hours.
- (d) Part-time employees will receive the same benefits as apply to full-time employees under this award but on a pro rata basis.
- (e) A part-time employee can be required to work more than one shift on any day. Provided that the total shifts on any day will not be less than three hours in duration and there will be not more than two such shifts per day within a span of 12 hours from the start of the first such shift to the end of the second such shift, exclusive of any breaks.

7. Hours of Work

- (a) Subject to subclause (g) of this clause, the ordinary hours of work will be not more than an average of 38 per week to be worked on one of the following bases:
 - (i) 38 hours within a work cycle not exceeding seven consecutive days;

- (ii) 76 hours within a work cycle not exceeding 14 consecutive days; or
- (iii) 152 hours within a work cycle not exceeding 28 consecutive days.

The hours of work are to be worked each day in either one or two shifts totalling not more than:

- (i) 10 hours for full-time employees.
- (ii) 10 hours for part-time employees, subject to subclause (e) of clause 6, Part-time Employment.
- (iii) Eight hours for casual employees.

exclusive of any breaks.

- (b) All employees will be notified by the employer of their working shifts by means of a roster placed in the staff room for each employee's perusal. At least seven days' notice will be given to the employee should any alteration of the working hours be intended, except in the case of emergency or where the employee(s) agrees to the alteration.
- (c) Each employee will have an average of two days off in each week of employment in a 28-day period. Such two days will be consecutive if it is reasonably possible to arrange rosters accordingly.
- (d) An employee will be paid a loading of 30 per cent for ordinary hours worked between midnight and 6.00 a.m. on all occasions.
- (e) An employee who is principally engaged as a cleaner will be paid a loading of 15 per cent for ordinary hours worked between 6.00pm and midnight. This loading is not payable on weekends or public holidays.
- (f) Full-time and part-time employees will be given 10 clear hours off between finishing work on one ordinary shift and starting work on the next ordinary shift on consecutive days or be paid overtime for all time worked until the employee has had ten clear hours off.
- (g) Employees in Weight Loss Centres - the ordinary hours of work for employees in weight loss centres covered by this award will be 38 per week between the hours of 6.00 am to 8.00 pm, Monday to Friday, and 8.00 am to 6.00 pm on a Saturday.
- (h) Make-up Time -
 - (i) An employee may elect, with the consent of the employer, to work "make-up time", under which the employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the award, at the ordinary rate of pay.
 - (ii) An employee on shift work may elect, with the consent of the employer, to work "make-up time" (under which the employee takes time off ordinary hours and works those hours at a later time), at the shift work rate which would have been applicable to the hours taken off.

8. Overtime

- (a) All work performed in excess of the hours prescribed in subclause (a) of clause 7, Hours of Work, will be overtime.
- (b) Overtime will be paid at the rate of time and a half for the first two hours and double time thereafter on a daily basis, calculated on:
 - (i) The ordinary rate of pay for weekly employees;
 - (ii) The loaded casual rate (i.e. 15 per cent or 30 per cent loading) for casual employees

(c) Reasonable Overtime

- (i) Subject to paragraph (ii) below, an employer may require an employee to work reasonable overtime at overtime rates or as otherwise provided for in this award.
- (ii) An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours, which are unreasonable.
- (iii) For the purposes of paragraph (ii) what is unreasonable or otherwise will be determined having regard to:
 - (1) any risk to employee health and safety;
 - (2) the employee's personal circumstances including any family and carer responsibilities;
 - (3) the needs of the workplace or enterprise;
 - (4) the notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and
 - (5) any other relevant matter.

- (d) When overtime work is necessary it will, wherever reasonably practicable, be arranged that employees have at least 10 consecutive hours off duty between the work of successive days. An employee (other than a casual employee) who works so much overtime between the termination of ordinary work on one day and the commencement of ordinary work on the next day, and that employee has not had at least 10 consecutive hours off duty between those times, will be released after completion of such overtime until 10 consecutive hours off duty has been allowed without loss of pay for ordinary working time occurring during such absence.

When such a break is not granted by the employer, the employee will be paid double time for all time worked until the appropriate break is granted.

(e) Time Off in Lieu of Payment for Overtime

- (i) Prior to working overtime, an employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer within 12 months of the said election.
- (ii) Overtime taken as time off during ordinary time hours will be taken at the ordinary time rate, that is an hour for each hour worked.
- (iii) If, having elected to take time as leave in accordance with paragraph (i) of this subclause, the leave is not taken for whatever reason payment for time accrued at overtime rates will be made at the expiry of the 12 month period or on termination.
- (iv) Where no election is made in accordance with the said paragraph (i), the employee will be paid overtime rates in accordance with the award.

9. Saturday and Sunday Work

- (a) All ordinary work on a Saturday will be paid at the employee's ordinary-time classification rate of pay plus a penalty equal to 25 per cent of the employee's ordinary-time classification rate of pay.
- (b) All ordinary work on a Sunday will be paid at the employee's ordinary-time classification rate of pay plus a penalty equal to 50 per cent of the employee's ordinary-time classification rate of pay.

10. Public Holidays

- (a) Employees, other than casual employees, will be entitled to the following public holidays without deduction of pay: New Year's Day, Australia Day, Labour Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Birthday of the Sovereign, Christmas Day, Boxing Day, and any other day or days gazetted as public holidays will be public holidays for the purposes of this clause.

Provided that the abovementioned holidays may be substituted for another day off, by agreement between the employer and the employee(s), to be taken within one month of the said holiday or adjacent to a period of annual leave.

- (b) In addition to the holidays specified in subclause (a) of this clause, an employee will be entitled to one additional day as a public holiday in each calendar year. Such additional holiday will be observed on the day when the majority of employees in an establishment observed a day as an additional holiday or on another day mutually agreed between the employer and the employee. The additional holiday is not cumulative and must be taken within each calendar year.
- (c) Where an employee is absent from employment on the working day (or part thereof) before, or the working day (or part thereof) after a public holiday (or group of public holidays) without reasonable cause, onus of proof of which will lie with the employee, the employee will not be entitled to payment for the holiday(s) succeeding or preceding the absence.
- (d) For all work performed on a public holiday an employee will be paid at double time and a half.

11. Payment of Wages

- (a) All employees are to be paid either weekly, fortnightly or monthly, provided that if demanded by the employee, they will be paid at least once each fortnight.
- (b) Wages will be paid at the election of the employer by:
- (i) cash; or
 - (ii) cheque; or
 - (iii) electronic funds transfer (EFT).

An employer will be required to give reasonable notice to employees of any decision to change the method of payments of wages.

- (c) Written details of all payments and deductions from wages must be supplied to employees.

12. Higher Duties

An employee transferred to work in a classification that provides for a rate of pay higher than the employee's own ordinary rate will be paid at such higher rate during the period of transfer, such payment to continue for a minimum period of one hour.

13. Meal Breaks

- (a) Meal breaks will be not less than 30-minutes and not more than one hour.
- (b) Such meal breaks are to be commenced not more than five hours after commencing work.
- (c) If the employees are required to work during the time when a meal break should be allowed pursuant to this clause, they will be paid for such time at the appropriate overtime rate and the meal break will be postponed to another mutually convenient time.
- (d) No part of the time taken as a meal interval will be counted as part of the ordinary hours of work.

- (e) Where practicable a paid tea break may be allowed each day for full-time employees. Provided that the taking of such break(s) will be subject to the workload of the business.
- (f) Subject to (c), no employee will be required to work more than five consecutive hours without a break.

14. Sick Leave

An employee, other than a casual employee with not less than three months' continuous service with the employer who, by reason of personal ill-health, is unable to attend for duty will be entitled to ordinary rates of pay for the actual time of such non-attendance, subject to the following conditions and limitations.

- (a) The employees will not be entitled to paid leave of absence for a period in respect of which the employee is entitled to compensation under the *Workplace Injury Management and Workers' Compensation Act 1998*.
- (b) The employee wherever possible must, prior to the commencement of such absence, inform the employer of the employee's inability to attend for duty and, as far as practicable, state the nature of the injury or illness and the estimated duration of absence.
- (c) The employee must provide, to the satisfaction of the employer, by the production of a medical certificate or such other evidence as may be acceptable to the employer, that they were unable, on account of illness or injury, to attend for duty on the day or days for which sick leave is claimed.
- (d) An employee will be entitled to be paid sick leave according to the following scale:
 - (i) During the first year of service - 38 hours.
 - (ii) During the second year of service - 60.8 hours.
 - (iii) During the third and subsequent years of service - 76 hours.

Provided that the sick leave entitlement under this clause may be accumulated, subject to continuous employment, for a maximum of 228 hours in addition to the current year's entitlement.

- (e) For absences adjacent to public holidays, refer to subclause (c) of clause 10, Public Holidays.

15. Personal/Carer's Leave

- (a) Use of Sick Leave -
 - (i) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in 15(iii)(2) who needs the employee's care and support, will be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for at clause 14, Sick Leave of the award, for absences to provide care and support for such persons when they are ill, or who require care due to an unexpected emergency. Such leave may be taken for part of a single day.
 - (ii) The employee must, if required,
 - (1) establish either 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 person, or
 - (2) establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

In normal circumstances, an employee must not take carer's leave under this subclause where another person had taken leave to care for the same person.

- (iii) The entitlement to use sick leave in accordance with this subclause is subject to:
- (1) the employee being responsible for the care and support of the person concerned; and
 - (2) the person concerned being:
 - (A) a spouse of the employee; or
 - (B) a de facto spouse, who, in relation to a person, is a person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
 - (C) a child or an adult child (including an adopted child, a step-child, a foster child or an ex-nuptial), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
 - (D) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
 - (E) a relative of the employee who is a member of the same household, where for the purposes of this paragraph:

"relative" means a person related by blood, marriage or affinity;

"affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and

"household" means a family group living in the same domestic dwelling.

- (iv) An employee must, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and their 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 absence.

Note: In the unlikely event that more than 10 days sick leave in any year is to be used for caring purposes the employer and employee must discuss appropriate arrangements which, as far as practicable, take account of the employer's and employee's requirements.

Where the parties are unable to reach agreement the disputes procedure at clause 26, Grievance and Dispute Settlement Procedure, should be followed.

(b) Personal Carers Entitlement for casual employees -

- (1) Subject to the evidentiary and notice requirements in 15(a)(ii) and 15(a)(iv) casual employees are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in subclause 15(iii)(2) of this clause who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child.
- (2) The employer and the employee will agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- (3) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

15A. Parental Leave

- (1) Refer to the *Industrial Relations Act* 1996 (NSW). The following provisions will also apply in addition to those set out in the *Industrial Relations Act* 1996 (NSW).
- (2) An employer must not fail to re-engage a regular casual employee (see section 53(2) of the Act) because:
 - (a) the employee or employee's spouse is pregnant; or
 - (b) the employee is or has been immediately absent on parental leave.

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

- (3) Right to request
 - (a) An employee entitled to parental leave may request the employer to allow the employee:
 - (i) to extend the period of simultaneous unpaid parental leave use up to a maximum of eight weeks;
 - (ii) to extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;
 - (iii) to return 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.
 - (b) The employer must 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.
 - (c) Employee's request and the employer's decision to be in writing

The employee's request and the employer's decision made under 3(a)(ii) and 3(a)(iii) must be recorded in writing.
 - (d) Request to return to work part-time

Where an employee wishes to make a request under 3(a)(iii), 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.

- (4) Communication during parental leave
 - (a) Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the employer must take reasonable steps to:
 - (i) 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
 - (ii) 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.

- (b) The employee must 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.
- (c) The employee must also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with paragraph (a).

16. Unpaid Leave for Family Purpose

- (i) An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a class of person set out in 15(iii)(2) above who is ill or who requires care due to an unexpected emergency.

17. Annual Leave

- (a) See *Annual Holidays Act 1944*. Reference should also be made to subclause (b) of clause 5, Casual Employment.
- (b) Annual Leave -
 - (i) An employee may elect, with the consent of the employer to take annual leave not exceeding 10 days in single-day periods, or part thereof, in any calendar year at a time or times agreed by the parties.
 - (ii) Access to annual leave, as prescribed in paragraph (a) of this subclause, will be exclusive of any shutdown period provided for elsewhere under this award.
 - (iii) An employee and employer may agree to defer payment of the annual leave loading in respect of single day absences, until at least five consecutive annual leave days are taken.
- (c) An employee may elect with the employer's agreement to take annual leave at any time within a period of 24 months from the date at which it falls due.

18. Annual Leave Loading

- (a) Each employee, other than a casual employee, before going on any period of annual leave will for each week of such leave be paid an annual leave loading at the rate of 17½ per cent of the ordinary weekly rate of pay prescribed herein for such employee.
- (b) No loading is payable to an employee who takes leave wholly or partly in advance. Provided that if the employment of such an employee continues until the day when they would have become entitled to annual leave, the loading then becomes payable in respect of the period of such leave and is to be calculated by applying the award rates of wages applicable on that day.
- (c) No loading is payable on the termination of an employee's employment.

19. Compassionate Leave

- (i) An employee, other than a casual employee, will be entitled to up to two days compassionate leave, without deduction of pay, on each occasion of the death of a person within Australia as prescribed in subclause (iii) of this clause. Where the death of a person as prescribed by the said subclause (iii) occurs outside Australia, the employee will be entitled to three days compassionate leave where the person travels overseas to attend the funeral.
- (ii) The employee must notify the employer as soon as practicable of the intention to take compassionate leave and will provide to the satisfaction of the employer proof of death.

- (iii) Compassionate leave will be available to the employee in respect to the death of a person prescribed for the purposes of personal/carer's leave as set out in subparagraph (2) of paragraph (iii) of subclause (a) of Clause 15, Personal/Carer's Leave, provided that for the purpose of compassionate leave, the employee need not have been responsible for the care of the person concerned.
- (iv) An employee will not be entitled to bereavement leave under this clause during any period in respect of which the employee has been granted other leave.
- (v) Compassionate leave may be taken in conjunction with other leave available under paragraph (iv) subclause (a) of the said clause 15, and clause 16, Unpaid Leave for Family Purpose. In determining such a request, the employer will give consideration to the circumstances of the employee and the reasonable operational requirements of the business.
- (vi) Bereavement entitlements for casual employees
 - (a) Subject to the evidentiary and notice requirements in 19(ii) casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a person prescribed in subclause 15(iii)(2) of clause 15, Personal/Carer's Leave.
 - (b) The employer and the employee will agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
 - (c) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not engage a casual employee are otherwise not affected.

20. Jury Service

- (a) An employee, other than a casual employee, required to attend for jury service during their ordinary working hours will be reimbursed by the employer an amount equal to the difference between the amount paid in respect of their attendance for such jury service and the amount of wages they would have received in respect of the ordinary time they would have worked had they not been on jury service.
- (b) An employee will notify the employer as soon as possible of the date upon which they are required to attend for jury service. Also, the employee will give the employer proof of their attendance, the duration of such attendance and the amount received in respect of such jury service.

21. First-Aid

- (a) An employee appointed by the employer to perform first-aid duties and who holds a first-aid certificate will be paid an additional amount per week as set out in Item 4 of Table 2 of Part B or per shift as set out in Item 4 of Table 2 of Part B.

This allowance will not be regarded for calculating other payments arising from this award.

- (b) First-aid Kits - See *Work Health and Safety Act 2011* (First-aid Regulation).

22. General Conditions

- (a) A sufficient supply of boiling or purified water will be provided at meal hours for all employees.
- (b) A lunch room, which may be an area separated by a partition (mobile or otherwise) from the public and is separated from any dressing room, will be provided by the employer.
- (c) A lockable cabinet, cupboard, drawer or locker where employee's valuable may be stored will be provided by the employer.

- (d) Access to suitable lavatory facilities, in close proximity to the work station, will be provided by the employer.
- (e) Where required, an employee working outdoors will be supplied with wet weather gear, footwear and adequate reflective clothing.

23. Allowances

- (a) Stocking Allowance - Employees will be paid a stocking allowance as set out in Item 5 of Table 2 of Part B, if they are required by the employer to wear stockings in the course of their employment. This allowance will only apply to employees employed in Weight Loss Centres.
- (b) Toilet Cleaning Allowance - A cleaner required to clean lavatories will be paid an allowance as set out in Item 5 of Table 2 of Part B. Lavatories of both sexes can be cleaned by cleaners regardless of their gender identity as long as appropriate steps are taken to ensure that the lavatories are not in use at the time of cleaning. This allowance will not be payable to employees required to clean toilets as an ancillary function to their normal duties.
- (c) Laundry Allowance - Where a Weight Loss Centre requires an employee to wear a uniform or clothing, the Weight Loss Centre will supply and maintain such uniforms, free of charge to the employee by the Weight Loss Centre laundering or dry cleaning such uniform or clothing. Provided that a laundry allowance as set out in Item 5 of Table 2 may be paid in lieu.
- (d) Broken Shift Allowance - part-time or full-time employees working broken shifts as provided for in subclause (e) of Clause 6, Part-time Employment and clause 7, Hours of Work, will be paid the additional allowances as set out in Item 5 of Table 2.

24. Travelling Time

If an employee is temporarily transferred from the usual place of employment, the employee will be reimbursed any extra cost of travelling and will be paid for any excess time occupied in travelling.

25. Miscellaneous Statutory Provisions

- (a) Long Service Leave - *Long Service Leave Act 1955*.
- (b) Parental Leave - See *Industrial Relations Act 1996* (Chapter 2, Part 4, Division 1).
- (c) Particulars of wages to be supplied to employees - See *Industrial Relations Act 1996* (Section 123).
- (d) Time and pay sheets to be kept - See *Industrial Relations Act 1996* (Section 129).

26. Grievance and Dispute Settlement Procedure

Subject to the *Industrial Relations Act 1996* grievances or disputes will be dealt with in the following manner:

- (a) The employee is required to notify (in writing or otherwise) the employer as to the substance of the grievance, requesting a meeting with the employer for bilateral discussions and state the remedy sought. This meeting must take place within two working days of the issue arising (weekends and holidays excepted).
- (b) If agreement is not reached, the matter must then be referred by the employer to a higher authority (where this exists) not later than three working days after (a) above (weekends and holidays excepted). At the conclusion of the discussion, the employer must provide a response to the employee's grievance if the matter has not been resolved, including reasons (in writing or otherwise) for not implementing any proposed remedy.
- (c) If the matter is still not settled within a reasonable period of time, it may be referred/notified to the Industrial Relations Commission for settlement by either party.

- (d) While a procedure is being followed, normal work must continue.
- (e) The employer may be represented by an industrial organisation of employers and the employees(s) may be represented by the Union for the purposes of each step of the procedure.
- (f) The foregoing disputes settlement procedure is not mandatory for an employee of a small business employer. For the purposes of this subclause a small business employer is defined as:
 - (i) an employer of fewer than 20 employees; or
 - (ii) an employer with a management structure under which all persons employed by the employer are subject to the direct supervision and control of the employer or the chief executive of the employer.

27. Training

The parties acknowledge that varying degrees of training are provided to employees, both via internal, on the job and through external training providers.

The parties commit themselves to continuing such training as is regarded by them as appropriate and improving training in cases where this is required.

It is agreed that the parties will co-operate in ensuring that appropriate training is available for all employees and the parties agree to co-operate in encouraging both employers and employee to avail themselves of the benefits to both from such training.

28. Traineeships

- (i) Application -
 - (a) Subject to paragraph (c) of this subclause, and clause 34, Area, Incidence and Duration this clause will apply to persons who are undertaking a traineeship (as defined) and is to be read in conjunction with this award.
 - (b) Notwithstanding (a), this clause will apply provisionally for an interim period:
 - (i) Starting upon the commencement date as recorded on a valid "Application to Establish a Traineeship" signed by both the employer and the Trainee, which has been lodged with the Commissioner for Vocational Training; and
 - (ii) Ending at the time the employer is notified that the establishment of the traineeship has been approved, or at the end of the probationary period, whichever is the later.
 - (c) This award or any former industrial agreement of the Industrial Relations Commission of New South Wales will apply, except where inconsistent with this clause.
 - (d) Notwithstanding the foregoing, this clause will not apply to employees who were employed by an employer under this award referred to in paragraph (a) of this subclause prior to the date of approval of a traineeship relevant to the employer, except where agreed upon between the employer and the relevant union(s).
 - (e) This clause does not apply to the apprenticeship system or any training program which applies to the same occupation and achieves essentially the same training outcome as an existing apprenticeship in an award as at 27 April 1998, or in an award that binds the employer. This clause only applies to AQF IV traineeships when the AQF III traineeship in the training package is listed in Appendix A to this award. Further, this award 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 clause due to the operation of this subclause.

NOTATION: - The abbreviation ‘AQF’ means Australian Qualification Framework.

- (f) At the conclusion of the traineeship, this clause will cease to apply to the employment of the trainee and the rest of this award will apply to the former trainee.
- (ii) Objective - The objective of this clause is to assist in the establishment of a system of traineeships which provides approved training in conjunction with employment to enhance the skill levels and future employment prospects of trainees, particularly young people, and the long term unemployed. The system is neither designed nor intended for those who are already trained and job ready. It is not intended that existing employees will be displaced from employment by trainees. Nothing in this clause will be taken to replace the prescription of training requirements in the award.

(iii) Definitions

Structured Training means that training which is specified in the Training Plan which is part of the Training contract registered with the relevant NSW Training Authority. 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 Traineeship approved by the relevant NSW Training Authority and leads to a qualification set out in paragraph (f) of subclause (iv) of this clause.

Relevant Union means a union party to the making of this award and which is entitled to enrol the Trainee as a member.

Trainee is an individual who is a signatory to a Training contract registered with the relevant NSW Training Authority and is involved in paid work and structured training which may be on or off the job. A trainee can be full-time, part-time or school-based.

Traineeship means a system of training which has been approved by the relevant NSW Training Authority and includes full time traineeships and part time traineeships including school-based traineeships.

Training contract means an instrument which establishes a Traineeship under the *Apprenticeship and Traineeship Act 2001* (NSW).

Training Plan means a programme of training which forms part of a Training contract registered with the Relevant NSW Training Authority.

School-Based Trainee is a student enrolled in the Higher School Certificate, or equivalent qualification, who is undertaking a traineeship which forms a recognised component of their HSC curriculum and is endorsed by the relevant NSW Training Authority and the NSW Education Standards Authority as such.

Relevant NSW Training Authority means the Department of Education and Training, or successor organisation.

Year 10 - For the purposes of this clause, any person leaving school before completing Year 10 will be deemed to have completed Year 10.

(iv) Training Conditions

- (a) The Trainee will attend an approved training course or training program prescribed in the Traineeship contract or as notified to the trainee by the relevant NSW Training Authority in an accredited and relevant traineeship.
- (b) A Traineeship will not commence until the relevant Training contract, has been signed by the employer and the trainee and lodged for registration with the relevant NSW Training Authority.

- (c) The employer will ensure that the Trainee is permitted to attend the training course or program provided for in the Traineeship contract and will ensure that the Trainee receives the appropriate on-the-job training.
 - (d) The employer will provide a level of supervision in accordance with the Training contract during the traineeship period.
 - (e) The employer agrees that the overall training program will be monitored by officers of the relevant NSW Training Authority and that training records or workbooks may be utilised as part of this monitoring process.
 - (f) Training will be directed at:
 - (i) the achievement of key competencies required for successful participation in the workplace (e.g. literacy, numeracy, problem solving, teamwork, using technology) and an Australian Qualification Framework Certificate Level I.

This could be achieved through foundation competencies which are part of endorsed competencies for an industry or enterprise; and/or
 - (ii) the achievement of key competencies required for successful participation in an industry or enterprise (where there are endorsed national standards these will define these competencies) as are proposed to be included in an Australian Qualification Framework Certificate Level II or above.
- (v) Employment Conditions
- (a) A Trainee will be engaged as a full-time employee for a maximum of one year's duration or a part-time trainee for a period no greater than the equivalent of one-year full-time employment.

For example, a part-time trainee working 2½ days per week (including the time spent in approved training) works (and trains) half the hours of a full-time trainee and therefore their traineeship could extend for a maximum of two years.

In any event, unless the relevant NSW Training Authority directs, the maximum duration for a traineeship will be 36 months.

By agreement in writing, and with the consent of the relevant NSW Training Authority, the relevant 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.
 - (b) A trainee will be subject to a satisfactory probation period of up to one month which may be reduced at the discretion of the employer.
 - (c) Where the trainee completes the qualification in the Training contract, earlier than the time specified in the Training contract then the traineeship may be concluded by mutual agreement.
 - (d) A traineeship must not be terminated before its conclusion, except in accordance with the *Apprenticeship and Traineeship Act 2001* (NSW), or by mutual agreement.

An employer who chooses not to continue the employment of a trainee upon the completion of the traineeship must notify, in writing, the relevant NSW Training Authority of their decision.
 - (e) The Trainee will be permitted to be absent from work without loss of continuity of employment and/or wages to attend the approved training in accordance with the Training contract.

- (f) Where the employment of a Trainee by an employer is continued after the completion of the traineeship period, such traineeship period will be counted as service for the purposes of any award or any other legislative entitlements.
- (g)
 - (i) The Training contract may restrict the circumstances under which the Trainee may work overtime and shift work in order to ensure the training program is successfully completed.
 - (ii) No Trainee will work overtime or shift work on their own unless consistent with the provisions of this award.
 - (iii) No Trainee will work shift work unless the relevant parties to this award agree that such shift work makes satisfactory provision for Structured 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-shift work Trainees.
 - (iv) The Trainee wage will be the basis for the calculation of overtime and/or shift penalty rates prescribed by this award.
- (h) All other terms and conditions of this award will apply.
- (i) 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 will not be entitled to any severance payment.

The following employment conditions apply specifically to part-time and school-based trainees

- (j) A part-time trainee will receive, on a pro rata basis, all employment conditions applicable to a full-time trainee. All the provisions of this award will apply to part time trainees except as specified in this clause.
- (k) A part time trainee may, by agreement, transfer from a part time to a fulltime traineeship position should one become available.
- (l) The minimum daily engagement periods applying to part-time employees specified in this award will also be applicable to part time trainees.

Where there is no provision for a minimum daily engagement period in this award or other industrial instrument(s), applying to part-time employees, then the minimum start per occasion will be three continuous hours, except in cases where it is agreed that there will be a start of two continuous hours, on two or more days per week, provided that:

- (i) a two hour start is sought by the employee to accommodate the employee's personal circumstances, or
- (ii) the place of work is within a distance of 5km from the employee's place of residence.
- (m) School-based trainees will not be required to attend work during the interval starting four weeks prior to the commencement of the final year Higher School Certificate Examination period and ending upon the completion of the individual's last HSC examination paper.
- (n) For the purposes of this clause, a school-based trainee will become an ordinary trainee as at January 1 of the year following the year in which they ceased to be a school student.

(vi) Wages -

Wages - Full-Trainees -

- (a) The weekly wages payable to full time trainees will be as prescribed in Part C of the award, as follows:

Industry/Skill Level A	Table 1A
Industry/Skill Level B	Table 1B
Industry Skill Level C	Table 1C
School-Based Trainees	Table 1D

- (b) These wage rates will only apply to Trainees while they are undertaking an approved Traineeship which includes approved training as defined in this clause.
- (c) The wage rates prescribed in this clause do not apply to complete trade level training which is covered by the Apprenticeship system.
- (d) The rates of pay in this award include the adjustments payable under the State Wage Case 2021.

These adjustments may be offset against:

- (i) any equivalent over-award payments; and/or
- (ii) award wage increases other than State Wage Case adjustments
- (e) Appendix A sets out the rate of pay or skill level of a Traineeship. Where the actual traineeship is listed in Appendix A, the rate of pay or skill level in respect of the traineeship is determinative of the actual rate of pay or skill levels (i.e. skill levels A, B or C) that are contained in the Traineeship. Where the traineeship is not listed in Appendix A, the skill levels in Appendix A are illustrative of the appropriate levels but are not determinative of the actual skill levels. The determination of the appropriate rate of pay or skill level for the purpose of determining the appropriate wage rate will be based on the following criteria:
- (i) Any agreement of the parties, or submission by the parties;
- (ii) The nature of the industry;
- (iii) The total training plan;
- (iv) Recognition that training can be undertaken in stages;
- (v) The exit skill level in the Parent Award contemplated by the traineeship.

In the event that the parties disagree with such determination it will be open to any party to the award to seek to have the matters in dispute determined by the Industrial Relations Commission of New South Wales.

- (f) For the purposes of this provision, "out of school" will refer only to periods out of school beyond Year 10, and will be deemed to
- (i) include any period of schooling beyond Year 10 which was not part of nor contributed to a completed year of schooling;
- (ii) include any period during which a Trainee repeats in whole or part a year of schooling beyond Year 10;
- (iii) not include any period during a calendar year in which a year of schooling is completed; and
- (iv) have effect on an anniversary date being January 1 in each year.

(g)

(i) Definition of Adult Trainee

An adult trainee for the purpose of this subclause is a trainee who would qualify for the highest wage rate in Industry/Skill Level A, B, or C if covered by that Industry/Skill Level.

(ii) Wage Rates for Certificate IV Traineeships

- (a) Trainees undertaking an AQF IV traineeship will receive the relevant weekly wage rate for AQF III trainees at Industry/Skill Levels A, B, or C as applicable with the addition of 3.8 per cent of that wage rate.
- (b) An adult trainee who is undertaking a traineeship for an AQF IV qualification will receive the following weekly wage as applicable based on the allocation of AQF III qualifications:

Industry/Skill Level	First Year of Traineeship SWC 2023 5.75% \$	Second Year of Traineeship SWC 2023 5.75% \$	First Year of Traineeship SWC 2024 3.75% \$	Second Year of Traineeship SWC 2024 3.75% \$
Industry/Skill Level A	698.90	744.90	725.10	772.80
Industry/Skill Level B	674.50	716.40	699.80	743.30
Industry/Skill Level C	610.80	648.60	633.70	672.90

Wages for Part-time and School-Based Trainees -

- (a) This clause will apply to trainees who undertake a traineeship on a part time basis by working less than full time ordinary hours and by undertaking the approved training at the same or lesser training time than a full-time trainee.
- (b) Table 1 - Hourly Rates for Trainees Who Have Left School and Table 4 - Hourly Rates for School-based Traineeships of Part C, Monetary Rates 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.
- (c) The hours for which payment will be made are determined as follows:
- (i) 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 will apply only to the total hours worked by the part-time trainee on-the-job.
- (ii) Where the approved training is undertaken on-the-job or in a combination of on-the-job and off-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):
- (1) If the training is solely on-the-job, then the total hours on-the-job will be multiplied by the applicable hourly rate, and then 20 per cent will be deducted.
 - (2) If the training is partly on-the-job and partly off-the-job, then the total of all hours spent in work and training will be multiplied by the applicable hourly rate, and then 20 per cent will be deducted.

Note: 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 fulltime traineeships.

- (iii) 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 fulltime hours.
- (d) For traineeships not covered by clause 8(b) above, the following formula for the calculation of wage rates will apply:

The wage rate will be pro-rata the fulltime 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:

$$\text{Wage} = \text{Full-time wage rate} \times \frac{\text{Trainee hours} - \text{average weekly training time}}{30.4^*}$$

* NOTE: 30.4 in the above formula represents 38 ordinary fulltime hours less the average training time for full time trainees (i.e., 20%) a pro rata adjustment will need to be made in the case where the Parent Award specifies different ordinary fulltime hours: for example where the ordinary weekly hours are 40, 30.4 will be replaced by 32.

- (i) "Full time wage rate" means the appropriate rate as set out in Table 1 - Industry/Skill Level A, Table 2 - Industry/Skill Level B, Table 3 - Industry/Skill Level C and Table 4 - School-based Traineeships of Part C, Monetary Rates.
- (ii) "Trainee hours" will be the hours worked per week including the time spent in approved training. For the purposes of this definition, the time spent in approved vocational training may be taken as an average for that particular year of the traineeship.
- (iii) "Average weekly training time" is based upon the length of the traineeship specified in the traineeship agreement or training agreement as follows:

$$\text{Average Weekly Training Time} = \frac{7.6 \times 12}{\text{length of the traineeship in months}}$$

NOTE: 1:7.6 in the above formula represents the average weekly training time for a fulltime trainee whose ordinary hours are 38 per week a pro rata adjustment will need to be made in the case where the Parent 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 traineeship 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.

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 Parent Award are 38. The training agreement specifies two years (24 months) as the length of the traineeship.

"Average weekly training time" is therefore $7.6 \times 12/24 = 3.8$ 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:

$$\$181 \times \frac{15 - 3.8}{30.4} = \$66.68 \text{ plus any applicable penalty rates under the Parent Award.}$$

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.

(vii) Grievance Procedures for Trainees -**(a) Procedures relating to grievances of individual trainees -**

- (i) A trainee will notify the employer as to the substance of any grievance and request a meeting with the employer for bilateral discussions in order to settle the grievance.
- (ii) If no remedy to the trainee's grievance is found, then the trainee will seek further discussions and attempt to resolve the grievance at a higher level of authority, where appropriate.
- (iii) Reasonable time limits must be allowed for discussions at each level of authority.
- (iv) At the conclusion of the discussions, the employer must provide a response to the trainee's grievance, if the matter has not been resolved, including reasons for not implementing any proposed remedy. At this stage an employer or a trainee may involve an industrial organisation of employers or employees of which they are a member.
- (v) If no resolution of the trainee's grievance can be found, then the matter may be referred to the Industrial Relations Commission of New South Wales by either the trainee or the employer or the industrial organisation representing either party.
- (vi) While this grievance procedure is being followed, normal work will continue.

(b) Procedures relating to disputes, etc., between employers and their trainees:

- (i) A question, dispute or difficulty must initially be dealt with at the workplace level where the problem has arisen. If the problem cannot be resolved at this level, the matter will be referred to a higher level of authority.
- (ii) If no resolution can be found to the question, dispute or difficulty the matter may be referred to the Industrial Relations Commission of New South Wales by any party to the dispute or the industrial organisation representing any of the parties to the dispute.
- (iii) Reasonable time limits must be allowed for discussion at each level of authority.
- (iv) While a procedure is being followed, normal work must continue.

- (v) The employer may be represented by an industrial organisation of employers and the trainees may be represented by an industrial organisation of employees for the purpose of each procedure.

29. Superannuation

Superannuation Legislation -

- (a) The subject of superannuation is dealt with extensively by federal legislation including the *Superannuation Guarantee (Administration) Act* 1992, the *Superannuation Guarantee Charge Act*, 1992, the *Superannuation Industry (Supervision) Act* 1993, the *Superannuation (Resolution of Complaints) Act* 1993 and s.124 of the *Industrial Relations Act* 1996. This legislation, as varied from time to time, governs the superannuation rights and obligations of the parties.

30. Annualised Salaries

Except as to the provisions of subclause (a), of clause 10, Public Holidays, clause 14, Sick Leave, clause 15, Personal/Carer's Leave, clause 16, Unpaid Leave For Family Purpose, clause 17, Annual Leave, clause 19, Compassionate Leave, clause 20, Jury Service, clause 25, Miscellaneous Statutory Provisions and clause 28, Superannuation, this award will not apply to full-time and part-time employees who are in receipt of a weekly wage in excess of 15 per cent above the rate for a Level 6 employee.

This provision will not be taken to effect any right to make other salary arrangements.

31. State Wage Case Adjustment

The rates of pay in this award include the adjustments payable under the State Wage Case 2024. These adjustments may be offset against:

- (i) any equivalent over award payments, and/or
- (ii) award wage increases other than State Wage Case adjustments.

32. Anti-Discrimination

- (1) It is the intention of the parties bound by this award to seek to achieve the object in section 3(f) of the *Industrial Relations Act* 1996 to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital or domestic status, disability, sexuality, gender identity, age and responsibilities as a carer.
- (2) It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the award which, by its terms or operation, has a direct or indirect discriminatory effect.
- (3) Under the *Anti-Discrimination Act* 1977, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- (4) Nothing in this clause is to be taken to affect:
 - (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
 - (b) offering or providing junior rates of pay to persons under 21 years of age;
 - (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act* 1977;

- (d) a party to this award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- (5) This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

NOTES:

- (a) Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
- (b) Section 56(d) of the *Anti-Discrimination Act 1977* provides:

"Nothing in the Act affects ... any other act or practice of a body established to propagate religion that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion."

33. Redundancy

- (i) Application -
 - (a) This clause will apply in respect of full-time and part-time employees.
 - (b) This clause will only apply to employers who employ 15 or more employees immediately prior to the termination of employment of employees.
 - (c) Notwithstanding anything contained elsewhere in this clause, this clause will not apply to employees with less than one year's continuous service and the general obligation on employers will be no more than to give such employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.
 - (d) Notwithstanding anything contained elsewhere in this clause, this clause will not apply where employment is terminated as a consequence of conduct that justifies instant dismissal, including malingering, inefficiency or neglect of duty, or in the case of casual employees, apprentices or employees engaged for a specific period of time or for a specified task or tasks or where employment is terminated due to the ordinary and customary turnover of labour.
- (ii) Introduction of Change -
 - (a) Employer's duty to notify
 - (1) Where an employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer will notify the employees who may be affected by the proposed changes and the union to which they belong.
 - (2) 'Significant effects' include termination of employment, major changes in the composition, operation or size of the employer's workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure, the alteration of hours of work, the need for retraining or transfer of employees to other work or locations and the restructuring of jobs.

Provided that where the award makes provision for alteration of any of the matters referred to herein, an alteration will be deemed not to have significant effect.
 - (b) Employer's duty to discuss change
 - (1) The employer will discuss with the employees affected and the union to which they belong, inter alia, the introduction of the changes referred to in paragraph (a) above, the

effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees and will give prompt consideration to matters raised by the employees and/or the union in relation to the changes.

- (2) The discussion will commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in paragraph (a) of this subclause.
- (3) For the purpose of such discussion, the employer will provide to the employees concerned and the union to which they belong all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees provided that any employer will not be required to disclose confidential information the disclosure of which would adversely affect the employer.

(iii) Redundancy -

(a) Discussions before terminations

- (1) Where an employer has made a definite decision that the employer no longer wishes the job the employee has been doing done by anyone pursuant to subparagraph (1) of paragraph (a) of subclause (ii) above, and that decision may lead to the termination of employment, the employer will hold discussions with the employees directly affected and with the union to which they belong.
- (2) The discussions will take place as soon as is practicable after the employer has made a definite decision which will invoke the provision of subparagraph (1) of this subclause and will cover, inter alia, any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any termination on the employees concerned.
- (3) For the purposes of the discussion the employer will, as soon as practicable, provide to the employees concerned and the union to which they belong, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, and the number of workers normally employed and the period over which the terminations are likely to be carried out. Provided that any employer will not be required to disclose confidential information the disclosure of which would adversely affect the employer.

(iv) Termination of Employment -

- (a) Notice for Changes in Production, Programme, Organisation or Structure - This subclause sets out the notice provisions to be applied to terminations by the employer for reasons arising from "production", "programme", "organisation" or "structure" in accordance with subclause (ii) (a)(1) above.

- (1) In order to terminate the employment of an employee the employer will give to the employee the following notice:

Period of continuous service	Period of Notice
Less than 1 year	1 week
1 year and less than 3 years	2 weeks
3 years and less than 5 years	3 weeks
5 years and over	4 weeks

- (2) In addition to the notice above, employees over 45 years of age at the time of the giving of the notice with not less than two years continuous service, will be entitled to an additional week's notice.

- (3) Payment in lieu of the notice above will be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
- (b) Notice for Technological Change - This subclause sets out the notice provisions to be applied to terminations by the employer for reasons arising from "technology" in accordance with subclause (ii)(a)(1) above:
 - (1) In order to terminate the employment of an employee the employer will give to the employee three months' notice of termination.
 - (2) Payment in lieu of the notice above will be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
 - (3) The period of notice required by this subclause to be given will be deemed to be service with the employer for the purposes of the *Long Service Leave Act 1955*, the *Annual Holidays Act 1944*, or any Act amending or replacing either of these Acts.
- (c) Time off during the notice period -
 - (1) During the period of notice of termination given by the employer, an employee will be allowed up to one day's time off without loss of pay during each week of notice, to a maximum of five weeks, for the purposes of seeking other employment.
 - (2) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee will, at the request of the employer, be required to produce proof of attendance at an interview or the employee will not receive payment for the time absent.
- (d) Employee leaving during the notice period - If the employment of an employee is terminated (other than for misconduct) before the notice period expires, the employee will be entitled to the same benefits and payments under this clause had the employee remained with the employer until the expiry of such notice. Provided that in such circumstances the employee will not be entitled to payment in lieu of notice.
- (e) Statement of employment - The employer must, upon receipt of a request from an employee whose employment has been terminated, provide to the employee a written statement specifying the period of the employee's employment and the classification of or the type of work performed by the employee.
- (f) Notice to Centrelink - Where a decision has been made to terminate employees, the employer must notify Centrelink thereof as soon as possible giving relevant information including the number and categories of the employees likely to be affected and the period over which the terminations are intended to be carried out.
- (g) Centrelink Separation Certificate - The employer must, upon receipt of a request from an employee whose employment has been terminated, provide to the employee an "Employment Separation Certificate" in the form required by Centrelink.
- (h) Transfer to lower paid duties - Where an employee is transferred to lower paid duties for reasons set out in paragraph (a) of subclause (ii) above, the employee will be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment had been terminated, and the employer may at the employer's option make payment in lieu thereof of an amount equal to the difference between the former ordinary time rate of pay and the new ordinary time rates for the number of weeks of notice still owing.

(v) Severance Pay -

- (a) Where an employee is to be terminated pursuant to subclause (iv) above, subject to further order of the Industrial Relations Commission, the employer will pay the following severance pay in respect of a continuous period of service:

- (1) If an employee is under 45 years of age, the employer will pay in accordance with the following scale:

Under 45 Years of Age	Years of Service Age Entitlement
Less than 1 year	Nil
1 year and less than 2 years	4 weeks
2 years and less than 3 years	7 weeks
3 years and less than 4 years	10 weeks
4 years and less than 5 years	12 weeks
5 years and less than 6 years	14 weeks
6 years and over	16 weeks

- (2) Where an employee is 45 years old or over, the entitlement will be in accordance with the following scale:

Years of Service	45 Years of Age and over entitlement
Less than 1 year	Nil
1 year and less than 2 years	5 weeks
2 years and less than 3 years	8.75 weeks
3 years and less than 4 years	12.5 weeks
4 years and less than 5 years	15 weeks
5 years and less than 6 years	17.5 weeks
6 years and over	20 weeks

- (3) 'Weeks pay' means the all purpose rate of pay for the employee concerned at the date of termination, and will include, in addition to the ordinary rate of pay, over award payments, shift penalties and allowances provided for in the relevant award.

- (b) Incapacity to pay - Subject to an application by the employer and further order of the Industrial Relations Commission, an employer may pay a lesser amount (or no amount) of severance pay than that contained in paragraph (a) above.

The Industrial Relations Commission will have regard to such financial and other resources of the employer concerned as the Industrial Relations Commission thinks relevant, and the probable effect paying the amount of severance pay in subclause (i) above will have on the employer.

- (c) Alternative Employment - Subject to an application by the employer and further order of the Industrial Relations Commission, an employer may pay a lesser amount (or no amount) of severance pay than that contained in paragraph (a) above if the employer obtains acceptable alternative employment for an employee.

- (vi) Savings Clause - Nothing in this award will be construed so as to require the reduction or alteration of more advantageous benefits or conditions which an employee may be entitled to under any existing redundancy arrangement, taken as a whole, between the union and any employer bound by this award.

34. Area, Incidence and Duration

- (a) This award:

- (i) will apply to all employees engaged in the classifications detailed in Clause 2, Rates of Pay and clause 3, Classifications by any organisation, whether run for profit or not, whose operation is substantially one or more of the following:

Weight Loss Centres;
Gymnasiums;
Squash Courts;
Indoor Cricket and/or Sports Centres;
Ten Pin Bowling Allies;
Aquatic Centres;
Golf Driving Ranges;
Dance Schools Including Jazzercise;
Martial Arts School;
Tennis Centres; and/or
other like Health and Fitness Centres.

- (ii) will also apply to individuals who predominantly carry out one or more of the following activities:

Aerobics Instructor, Gym Instructor, Dance Instructor, Health Counsellor, Pool Attendant, Sports Instructor and/or any other like Health Attendant work; where such work is performed in an organisation where no other award or registered enterprise agreement covers such persons; and

- (iii) will be binding upon the Australian Workers' Union, New South Wales, its officers and members, the United Workers Union, NSW Branch, its officers and members and employees, whether they are members of the union or not.

- (b) This award will not apply to employees of:

- (i) contract companies who may provide cleaning, security, catering and childcare to any organisation that this award would normally apply.
- (ii) Registered Clubs, Hotels, Motels, Resorts, which are already covered by awards.
- (iii) Outdoor sports stadiums (other than those persons in clause 33 (a) (ii) above,)
- (iv) Entertainment Venues.

- (c) This award is made following a review conducted as part of the State Wage Case 2024 and rescinds and replaces the Health, Fitness and Indoor Sports Centres (State) Award as made on 6 June 2022 and published on 5 August 2022 (392 I.G. 645), as varied and published on 6 June 2025 (397 I.G. 2773).

- (d) This award will take effect on and from 1 July 2024 and will remain in force for a period of 12 months.

PART B

MONETARY RATES

Table 1 - Rates of Pay

Grade	Full Time SWC 2023 5.75% \$	Hourly Rate SWC 2023 5.75% \$	Full Time SWC 2024 3.75% \$	Hourly Rate SWC 2024 3.75% \$
Level 1	\$882.80	\$23.23	\$915.90	\$24.10
Level 2	\$882.80	\$23.23	\$962.87	\$25.35
Level 3A	\$938.60	\$24.70	\$1,026.28	\$27.01
Level 3B	\$982.60	\$25.90	\$1,074.42	\$28.27
Level 4	\$988.10	\$26.00	\$1,080.29	\$28.43
Level 5	\$1,074.00	\$28.20	\$1,174.23	\$30.90
Level 6	\$1,235.10	\$32.50	\$1,350.37	\$35.54

Junior Rates for Levels 1, 2 and 3	Percentage of Appropriate Adult Rate
	%
At 16 years and under	55
At 17 years	65
At 18 years	75
At 19 years	85
At 20 years	100

Table 2 - Other Rates and Allowances

	Year 10 SWC 2023 5.75% \$	Year 11 SWC 2023 5.75% \$	Year 12 SWC 2023 5.75% \$	Year 10 SWC 2024 3.75% \$	Year 11 SWC 2024 3.75% \$	Year 12 SWC 2024 3.75% \$
School Leaver	363.6	400.6	465.6	377.20	415.60	483.10
Plus 1 year out of school	400.6	465.6	535.6	415.60	483.10	555.70
Plus 2 years	465.6	535.6	629.3	483.10	555.70	652.90
Plus 3 years	535.8	629.3	717.2	555.90	652.90	744.10
Plus 4 years	629.3	717.2	717.2	652.90	744.10	744.10
Plus 5 years or more	717.2	717.2	717.2	744.10	744.10	744.10

Table 3 - Base Rate

	Amount Per Week (includes 5.75% for 2023) \$	Amount Per Week (includes 3.75% for 2024) \$
Level 1	392.00	406.70
Level 2	412.30	427.80
Level 3A	439.70	456.20
Level 3B	460.10	477.40
Level 4	462.70	480.10
Level 5	502.80	521.70
Level 6	578.20	599.90

Table 4 - Supplementary Payments

	Supplementary Payments (includes 5.75% for 2023)	Supplementary Payments (includes 3.75% for 2024)
Level 1	124.00	128.70
Level 2	127.00	131.80
Level 3A	130.90	135.80
Level 3B	132.90	137.90
Level 4	134.10	139.10
Level 5	140.30	145.60
Level 6	154.60	160.40

PART C**TRAINEE MONETARY RATES****Table 1 - Weekly Rates - Industry/Skill Level A**

Where the accredited training course and work performed are for the purpose of generating skills which have been defined for work at Skill Level A.

	Year 10 SWC 2023 5.75% \$	Year 11 SWC 2023 5.75% \$	Year 12 SWC 2023 5.75% \$	Year 10 SWC 2024 3.75% \$	Year 11 SWC 2024 3.75% \$	Year 12 SWC 2024 3.75% \$
School Leaver	363.6	400.3	480.8	377.20	415.30	498.80
Plus 1 year out of school	400.3	480.8	560.6	415.30	498.80	581.60
Plus 2 years	480.4	560.6	650	498.40	581.60	674.40
Plus 3 years	560.6	650	743.6	581.60	674.40	771.50
Plus 4 years	650	743.6	743.6	674.40	771.50	771.50
Plus 5 years or more	743.6	743.6	743.6	771.50	771.50	771.50

The average proportion of time spent in Structured Training which has been taken into account in setting the above rates is 20 per cent.

Table 2 - Weekly Rates - Industry/Skill Level B

Where the accredited training course and work performed are for the purpose of generating skills which have been defined for work at Skill Level B.

	Year 10 SWC 2023 5.75% \$	Year 11 SWC 2023 5.75% \$	Year 12 SWC 2023 5.75% \$	Year 10 SWC 2024 3.75% \$	Year 11 SWC 2024 3.75% \$	Year 12 SWC 2024 3.75% \$
School Leaver	363.6	400.6	465.6	377.20	415.60	483.10
Plus 1 year out of school	400.6	465.6	535.6	415.60	483.10	555.70
Plus 2 years	465.6	535.6	629.3	483.10	555.70	652.90
Plus 3 years	535.8	629.3	717.2	555.90	652.90	744.10
Plus 4 years	629.3	717.2	717.2	652.90	744.10	744.10
Plus 5 years or more	717.2	717.2	717.2	744.10	744.10	744.10

The average proportion of time spent in Structured Training which has been taken into account in setting the above rates is 20 per cent.

Table 3 - Weekly Rates - Industry/Skill Level C

Where the accredited training course and work performed are for the purpose of generating skills which have been defined for work at Skill Level C.

	Year 10 SWC 2023 5.75% \$	Year 11 SWC 2023 5.75% \$	Year 12 SWC 2023 5.75% \$	Year 10 SWC 2024 3.75% \$	Year 11 SWC 2024 3.75% \$	Year 12 SWC 2024 3.75% \$
School Leaver	364.90	400.60	461.40	378.60	415.60	478.70
Plus 1 year out of school	400.60	461.40	519.00	415.60	478.70	538.50
Plus 2 years	461.40	519.00	578.20	478.70	538.50	599.90
Plus 3 years	519.00	578.20	647.00	538.50	599.90	671.30
Plus 4 years	579.50	647.00	647.00	601.20	671.30	671.30
Plus 5 years or more	647.00	647.00	647.00	671.30	671.30	671.30

The average proportion of time spent in structured training which has been taken into account in setting the above rates is 20 per cent.

Table 4 - School-Based Traineeships

	Year 11 SWC 2023 5.75% \$	Year 12 SWC 2023 5.75% \$	Year 11 SWC 2024 3.75% \$	Year 12 SWC 2024 3.75% \$
School based Traineeships Skill Levels A, B and C	366.60	402.50	380.30	417.60

The average proportion of time spent in structured training which has been taken into account in setting the above rates is 20 per cent.

APPENDIX A

Industry/Skill Levels

Industry/Skill Level A

Industry/Skill Level B

Sport & Recreation (Sport & Recreation - Certificate) II

Sport & Recreation (Sport & Recreation - Certificate) III

Sport & Recreation (Career Oriented Participation) Certificate II

Sport & Recreation (Career Oriented Participation) Certificate III

Sport & Recreation (Coaching) Certificate III

Sport & Recreation (Officiating) Certificate II

Sport & Recreation (Officiating) Certificate III

Sport & Recreation Sport (Trainer) Certificate III

Sport & Recreation Community Recreation (Instruct) Certificate II

Sport & Recreation Community Recreation Certificate II

Sport & Recreation Community Recreation Certificate III

Sport & Recreation Fitness Certificate III

Sport & Recreation Sport (Massage Therapy) Certificate III

Industry/Skill Level C

I. TAYLOR *J.*, *President*
D. CHIN *J.*, *Vice President*
J. PAINGAKULAM *J.*, *Deputy President*
N. CONSTANT, *Senior Commissioner*
J. MCDONALD, *Commissioner*

MISCELLANEOUS WORKERS' - KINDERGARTENS AND CHILD CARE CENTRES, &c. (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Industrial Relations Secretary.

(Case No. 211169 of 2024)

Before The Honourable Justice Taylor
The Honourable Justice Chin
The Honourable Justice Paingakulam
Senior Commissioner Constant
Commissioner McDonald

5 August 2025

AWARD

1. Arrangement

PART A

Clause No.	Subject Matter
1.	Arrangement
2.	Name of Award
3.	Definitions
4.	Contract of Employment
4A.	Secure Employment Provisions
5.	Hours
6.	Implementation of 38 Hour Week
7.	Rostered Days Off Duty
8.	Classification Structure
9.	Wages
10.	Additional Rates and Allowances
11.	Saturday and Sunday Work
12.	Overtime
13.	Make up Time
14.	Payment of Wages
15.	Miscellaneous Conditions
16.	Job Sharing
17.	Relieving in Other Positions
18.	Sick Leave
19.	Public Holidays
20.	Annual Leave
21.	Annual Leave Loading
22.	Long Service Leave
23.	Parental Leave
24.	Personal Carers Leave
25.	Bereavement Leave
26.	Jury Service
27.	Redundancy
28.	In Service: Preschools and OOSHC Centres
29.	Meetings and Activities
30.	Professional Development, Training & Planning
31.	Examination and Study Leave
32.	Supported Wage

- 33. Superannuation
- 34. Anti-Discrimination
- 35. Dispute Settling Procedure
- 36. Salary Packaging
- 37. Area Incidence and Duration

PART B

MONETARY RATES

Table 1A - Wages - Support Worker Classifications

Table 1B- New Wages - Child Care Classifications Long Day Care

Table 1C - New Wages - Child Care Classifications Pre-Schools

Table 2 - Additional Rates and Allowances

Appendix A - Record of Casual Employment

Appendix B - Parental Leave

2. Name of Award

This Award will be known as the Kindergarten and Child Care Centres (State) Award.

3. Definitions

- (i) Full-Time Employee - means an employee employed and paid by the week subject to clause 4, Contract of Employment and subclause 5(i) of the award.
- (ii) Part-time Employee - means an employee who works a constant number of ordinary hours less than the ordinary number of hours prescribed for full-time employees in subclause (i) of this clause and subclause 5(i) of the award.
- (iii) Casual Employee - means an employee engaged and paid as such.

Notation: Certain casual employees may have rights to make an election to convert their employment under the provisions of clause 4A of this award.

- (iv) Temporary Employee
 - (a) means an employee engaged to work full-time or part-time for a specified period which is not more than two years but not less than 20 days.
 - (b) Such employees will be engaged solely for the following specified purposes:
 - (1) to replace existing employees proceeding on annual leave, maternity leave, long service leave, workers compensation or leave without pay;
 - (2) to occupy specially funded positions;
 - (3) to occupy positions approved by the Department of Community Services which vary a centre's licence;
 - (4) to occupy positions resulting from seasonal employment fluctuations in a locality;
 - (5) to occupy positions resulting from increases in enrolments.

Notation: Employees engaged pursuant to (4) and (5), above, will not be engaged in such a way that would displace existing employees or future permanent employees.

- (v) Day - means the period from midnight to midnight.
- (vi) Union - means United Workers' Union, New South Wales Branch.
- (vii) Night Shift - means any shift finishing subsequent to midnight and at or before 8.00am or any shift commencing at or after midnight and before 5.00am.
- (viii) Afternoon Shift - means any shift finishing after 6.30pm and at or before midnight.
- (ix) Early Morning Shift - means any shift commencing at or after 5.00am and before 6.30am.
- (x) Night Shift, Non-rotating - means any shift system in which night shifts are worked which do not rotate or alternate with another shift so as to give the employee at least one third of the employee's working time off night shift in each roster cycle.

4. Contract of Employment

- (i)
 - (a) All employees will be engaged on a probationary period of three months.
 - (b) The employment of a full-time or part time employee may be terminated by the prescribed notice period set out below given by either party or by the payment or forfeiture, as the case may be, of the appropriate wages in lieu of such notice. This will not affect the right of an employer to dismiss any employee without notice for misconduct and in such cases wages will be paid up to the time of dismissal only.

Period of Continuous Service	Service Period of Notice
Less than 1 year	1 week
1 year and less than 3 years	2 weeks
3 years and less than 5 years	3 weeks
5 years and over	4 weeks

In addition to the notice above, employees over 45 years of age at the time of the giving of the notice, with not less than two years' continuous service, will be entitled to an additional week's notice.

- (ii) Payment During Vacations: Notwithstanding the foregoing provisions, where an establishment is closed during a vacation period and no work is available, an employee will be paid the ordinary rate of pay during such a period provided that during the Christmas vacation only an employee with insufficient credit of annual leave to maintain the ordinary rate of pay during the said vacation period may be stood down without pay for a maximum of four weeks.

Provided further that where the employment of an employee is terminated by the employer in accordance with the provisions of this clause through no fault of the employee during the vacation, and such employee whose services are so terminated is re-employed by the same employer before the expiration of two weeks after the commencement of the next term, the contract of employment will not be deemed to have been broken for the purposes of the *Long Service Leave Act 1955*. Any period of non-employment of any such employee who is so re-employed will not count as qualifying service for the purposes of such Act.

- (iii) The employment of a casual employee may be terminated by one hour's notice.
- (iv) Upon request by an employee, the employer will give an employee a signed statement of service upon termination. Such statement will certify the period of commencing and ceasing employment and the class of work upon which the employee was employed. Note: with respect to casual employees, see paragraph (e) of subclause (i) of clause 8, Classification Structure, of this award.

- (v) Employees terminating employment will be paid all wages and other monies due at the time of termination, including any payments which may be due in lieu of annual leave and/or long service leave.
- (vi) Flexibility of Work
 - (a) An employer may direct an employee to carry out such duties as are within the limits of the employee's skills, competence and training consistent with the classification structure of this award, provided that such duties are not designed to promote de-skilling.
 - (b) Persons employed as Child Care Workers may be required to assist with duties incidental to their primary contact care role.
 - (c) Any direction issued by an employer will be consistent with the employer's responsibilities to provide a safe and healthy working environment.

4A. Secure Employment Provisions

- (i) Objective of this Clause

The objective of this clause is for the employer to take all reasonable steps to provide its employees with secure employment by maximising the number of permanent positions in the employer's workforce, in particular by ensuring that casual employees have an opportunity to elect to become full-time or part-time employees.

- (ii) Casual Conversion

- (a) A casual employee engaged by a particular employer on a regular and systematic basis for a sequence of periods of employment under this Award during a calendar period of six months will subsequently have the right to elect to have his or her ongoing contract of employment converted to permanent full-time employment or part-time employment if the employment is to continue beyond the conversion process prescribed by this subclause.
- (b) Every employer of such a casual employee will give the employee notice in writing of the provisions of this sub-clause within four weeks of the employee having attained such period of six months. However, the employee retains his or her right of election under this subclause if the employer fails to comply with this notice requirement.
- (c) Any casual employee who has a right to elect under paragraph (ii)(a), upon receiving notice under paragraph (ii)(a) or after the expiry of the time for giving such notice, may give four weeks' notice in writing to the employer that he or she seeks to elect to convert his or her ongoing contract of employment to full-time or part-time employment, and within four weeks of receiving such notice from the employee, the employer must consent to or refuse the election, but must not unreasonably so refuse. Where an employer refuses an election to convert, the reasons for doing so will be fully stated and discussed with the employee concerned, and a genuine attempt must be made to reach agreement. Any dispute about a refusal of an election to convert an ongoing contract of employment will be dealt with as far as practicable and with expedition through the disputes settlement procedure.
- (d) Any casual employee who does not, within four weeks of receiving written notice from the employer, elect to convert his or her ongoing contract of employment to full-time employment or part-time employment will be deemed to have elected against any such conversion.
- (e) Once a casual employee has elected to become and been converted to a full-time employee or a part-time employee, the employee may only revert to casual employment by written agreement with the employer.
- (f) If a casual employee has elected to have his or her contract of employment converted to full-time or part-time employment in accordance with paragraph (ii)(c), the employer and employee will, in accordance with this paragraph, and subject to paragraph (ii)(c), discuss and agree upon:

- (1) whether the employee will convert to full-time or part-time employment; and
- (2) if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked either consistent with any other part-time employment provisions of this award or pursuant to a part time work agreement made under Chapter 2, Part 5 of the *Industrial Relations Act 1996* (NSW);

Provided that an employee who has worked on a full-time basis throughout the period of casual employment has the right to elect to convert his or her contract of employment to full-time employment and an employee who has worked on a part-time basis during the period of casual employment has the right to elect to convert his or her contract of employment to part-time employment, on the basis of the same number of hours and times of work as previously worked, unless other arrangements are agreed between the employer and the employee.

- (g) Following an agreement being reached pursuant to paragraph (e), the employee will convert to full-time or part-time employment. If there is any dispute about the arrangements to apply to an employee converting from casual employment to full-time or part-time employment, it will be dealt with as far as practicable and with expedition through the disputes settlement procedure.
 - (h) An employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this subclause.
- (iii) Work Health and Safety
- (a) For the purposes of this subclause, the following definitions will apply:
 - (1) A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer.
 - (2) A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another employer to provide a specified service or services or to produce a specific outcome or result for that other employer which might otherwise have been carried out by that other employer's own employees.
 - (b) Any employer which engages a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises will do the following (either directly, or through the agency of the labour hire or contract business):
 - (1) consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;
 - (2) provide employees of the labour hire business and/or contract business with appropriate occupational health and safety induction training including the appropriate training required for such employees to perform their jobs safely;
 - (3) provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
 - (4) ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.

- (c) Nothing in this subclause (iii) is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the *Work Health and Safety Act 2011* or the *Workplace Injury Management and Workers Compensation Act 1998*.
- (iv) Disputes Regarding the Application of this clause

Where a dispute arises as to the application or implementation of this clause, the matter will be dealt with pursuant to the disputes settlement procedure of this award.
- (v) This clause has no application in respect of organisations which are properly registered as Group Training Organisations under the *Apprenticeship and Traineeship Act 2001* (or equivalent interstate legislation) and are deemed by the relevant State Training Authority to comply with the national standards for Group Training Organisations established by the ANTA Ministerial Council.
- (vi) Exemption

The above mentioned casual conversion clause will not apply to persons who perform work pursuant to the *Technical and Further Education Commission Act 1990*.

5. Hours

- (i) Ordinary Working Hours - The ordinary working hours, inclusive of crib breaks, will not, without payment of overtime, exceed an average of thirty eight per week. Such hours will be worked as follows:
 - (a) Day Workers - Between the hours of 6.30 a.m. and 6.30 p.m., Monday to Friday inclusive. The above hours will be worked on each day in either one or two shifts provided that the total hours worked on any day does not exceed the applicable hours provided for in clause 6 Implementation of 38 Hour Week without payment for overtime.
 - (b) Shift Workers - Fixed shifts of a duration provided for in clause 6, Implementation of 38 Hour Week, to be worked on five days of the week, Monday to Sunday inclusive.
- (ii) Notification of Hours - The employer must, by legible notice displayed at some place accessible to the employees, notify the ordinary hours of commencing and ceasing work and the ordinary times of meal or crib breaks. Such hours, once notified, will not be changed without the payment of overtime except by seven days' clear notice to the employee, or by mutual agreement between the employer and employee to waive or shorten the notice period, or due to an emergency outside the employer's control.

Any dispute as to the existence of an emergency will be dealt with in accordance with the dispute settling procedure of this award.

Notation: An 'emergency' must be given its ordinary meaning. It is not to be understood to comprehend routine events, such as an employee having to remain at the end of their rostered hours, when a parent fails to arrive on time to collect a child. Such work, if required will involve overtime to which the award overtime provisions will apply.

Notation: For part time employees see subclause (iii) of clause 12, Overtime.

- (iii) Rest Pauses - All employees will be allowed a rest break of ten minutes per shift between the second and third hour from starting time and, if the work exceeds seven hours from starting time the employee will be allowed a further rest break of ten minutes, to be taken at a time mutually convenient to the employer and the employees in the establishment concerned, subject to the provisions relating to the supervision of children under the *Children and Young Persons (Care and Protection) Act 1998*.
- (iv) Crib Breaks - Not more than thirty minutes nor less than twenty will be allowed to employees each day for a midday crib break between the fourth and fifth hour if such employee's shift exceeds five hours from commencement of work. Such crib breaks will be counted as time worked.

Provided however that employee may, by agreement with the employer, leave the premises during the crib break. Where such reasonable request has been made by an employee, the employer will give favourable consideration to any such request having regard to the provisions of the *Children and Young Persons (Care and Protection) Act 1998* relating to supervision of children. Such time away from the premises will not count as time worked nor will any payment be made for such time. A record of unpaid lunch periods will be kept in the Time and Wages records.

- (v) Unpaid Meal breaks for those employed on or after 28 August 2000. An employer may direct an employee engaged on or after 28 August 2000 to take an unpaid meal break of up to thirty minutes between the fourth and fifth hour of the employee's shift provided that the shift exceeds five hours and having regard to the provisions of the *Children and Young Persons (Care and Protection) Act 1998* relating to supervision of children. During this unpaid time, the employee may leave the premises.
- (vi) Unpaid Meal breaks for those employed prior to 28 August 2000. With the prior written agreement of the employee, an employer may direct an employee engaged prior to 28 August 2000 to take an unpaid meal break of up to thirty minutes between the fourth and fifth hour of the employee's shift provided that the shift exceeds five hours and having regard to the provisions of the *Children and Young Persons (Care and Protection) Act 1998* relating to supervision of children. The prior agreement of the employee will be recorded in the time and wages record. During this unpaid time, the employee may leave the premises.
- (vii) Employee performing duties during meal break. If an employee is required to perform duties during and unpaid meal break, the employee will be paid at time and one half for the time worked with a minimum payment as for fifteen minutes work. Where the employee works more than fifteen minutes, the payment will be as for thirty minutes.

6. Implementation of 38 Hour Week

6A. Ordinary Hours of Work

- (i) The ordinary hours of work must not exceed an average of 38 per week, as provided in clause 5, Hours, of this award.
- (ii) In respect of employees engaged prior to 28 August 2000, the 38 hour week is to be implemented by the working of a 19 day month in accordance with subclause 6B. Provided that, with the consent of the employee, the ordinary hours of work may be implemented in accordance with (b), (c), (d), or (e) of paragraph (iii) of this clause. The consent of the employee must be in writing and a notation of the consent will be kept in the time and wages record.
- (iii) In respect of employees engaged on or after 28 August 2000, ordinary hours of work in accordance with clause 5, Hours, of this award, may be implemented in one of the following ways:-
 - (a) by working a 19 day month; or
 - (b) by working 3 x 10 hour shifts and 1 x 8 hour shift per week; or
 - (c) by working 4 x 9.5 hour shifts per week; or
 - (d) by working 5 x 7.6 hour shifts per week; or
 - (e) by working 4 x 8 hour shifts and 1 x 6 hour shift per week.

6B. 19 Day Month

- (iv) An employee will accrue two hours per week or 0.4 of an hour (i.e., 24 minutes) for each eight hour shift or day worked, to give an entitlement to take an accrued rostered day off in each four week cycle as though worked.

(v)

- (a) Each day of paid leave taken (including annual leave but not including long service leave or any period of paid or unpaid stand-down as provided in subclause 4(ii) of this award) and any public holiday occurring during any cycle of four weeks will be regarded as a day worked for accrual purposes. Provided however that accrued days off will not be regarded as part of annual leave for any purpose.
- (b) Notwithstanding the provisions of subparagraph (a) of this paragraph, an employee will be entitled to no more than 12 paid accrued days off in any twelve months of consecutive employment.
- (c) An employee who has not worked a complete four week cycle in order to accrue a rostered day off, will be paid a pro rata amount for credits accrued for each day worked in such cycle payable for the rostered day off or, in the case of termination of employment, on termination, (i.e. an amount of 24 minutes for each 8 hour day worked).

(vi) Subject to paragraph (v) of this clause, an employee will accrue an entitlement to rostered days off in any twelve months of consecutive employment to the extent provided in the following table:

Number Of Weeks Establishment Open Per Year	Accrued Days Off Per Year
41 weeks	10.25
42 weeks	10.50
43 weeks	10.75
44 weeks	11.00
45 weeks	11.25
46 weeks	11.50
47 weeks	11.75
48 weeks - 52 weeks	12.00

6C. Implementation of 19 Day Month

- (vii) By mutual agreement between the employer and employee concerned, the employer may fix one work day in every fourth week as an accrued rostered day off to the extent of such rostered days off accrued in accordance with paragraph (vii) of this subclause 6B; or Accumulation
- (viii) Establishments Operating 48 - 52 Weeks

The employee may accrue sufficient accrued days off to enable such days to be taken as rostered days off to a maximum block of five (5) days at any one time in any twelve (12) months of consecutive employment, and provided that no two (2) blocks of rostered days off will follow on consecutively.

The employee will take such rostered days off by mutual agreement with the employer.

- (ix) Establishments Operating 41 - 47 Weeks

Accumulated rostered days off will be taken during non-term time, including but not limited to the period of paid stand-down provided in subclause 4(ii) of this award.

6D. Part Time Employees

- (a) A part time employee as defined in clause 3 (ii) of this award who is regularly rostered to work ordinary hours over five days per week will accrue an entitlement to rostered days off in the same ratio of weeks worked to accrued days as set out in subclause (vi) of this clause. A part time employee may choose to be paid the appropriate higher hourly rate (that is a rate based on a 38-

hour divisor, as set out in clause 7(ii) in lieu of accruing an entitlement to rostered days off subject to mutual agreement between employer and employee. A notation of such agreement will be kept in the Time and Wages Records.

Provided that in respect of part time employees engaged on or after 28 August 2000, the employer may require that such employee be paid the higher rate in lieu of the rostered day off.

- (b) Where rostered days off are taken the provisions of subclause 6C of this clause will apply.
- (c) A part-time employee as defined in subclause (ii) of clause 3, Definitions, who works less than five days per week will be paid for all hours worked (on the basis of a 38-hour divisor) subject to subclause (iv) of clause 9, Wages, in lieu of an entitlement to rostered days off subject to mutual agreement between the employer and the employee/s.

6E. Casual Employees

A casual employee as defined in subclause (iii) clause 3, Definitions, will be paid for all hours worked subject to subclause (v) of clause 9, Wages, in lieu of an entitlement to accrued days off prescribed by this clause.

7. Rostered Days Off Duty

- (i) Rostering
 - (a) Notice - Except as provided in paragraph (b), an employee will be advised by the employer at least four weeks in advance of the day or days he or she is to be rostered off duty.
 - (b) Substitution - An individual employee with the agreement of the employer may substitute the day he or she is rostered off duty for another day.
 - (c) Payment of Wages - Subject to clause 14, Payment of Wages, of this award, where an employee is paid by cash or cheque and such employee is rostered off duty on a day which coincides with pay day, such employee will be paid no later than the working day immediately following pay day.
 - (d) Accumulation - Rostered days off may accumulate in accordance with subclause (iv) of clause 6, Implementation of 38 Hour Week, of this award.
- (ii) Payment of Rostered Days Off - For every ordinary hour paid for, payment to the employee of one twentieth (5%) of the hourly rate will be withheld by the employer and then paid in the pay week in which the employee's rostered day off is taken. Notation: The withholding of payment for rostered days off for part time employees may also be implemented by applying a divisor of 40 in lieu of a 38 divisor to the appropriate full time rate of pay used to determine the part time rate applicable.
- (iii) Rostered Day Off Falling on a Public Holiday - Where an employee's rostered day off falls on a public holiday the employee and the employer will agree to the substitution of an alternative day off. Provided however that where such agreement is not reached the substituted day may be determined by the employer.
- (iv) Sick Leave and Rostered Days Off - An employee is not eligible for sick leave in respect of absences on rostered days off as such absences are outside the ordinary hours of duty.
- (v) Bereavement & Rostered Days Off - An employee will not be entitled to payment for Bereavement leave in respect of absences on rostered days off as such absences are outside the ordinary hours of duty.
- (vi) Work on Rostered Day Off - Except as provided in paragraph (b) of subclause (i) of this clause, any employee required to work on a rostered day off will be paid in accordance with the provisions of clause 12, Overtime, of this award and an alternative day will be granted as a rostered day off.

8. Classification Structure

(i) Implementation of Classification Structure

- (a) The employer will determine the appropriate classification for each position in the service having regard to the needs of the service. The employer may choose not to appoint anyone to a particular classification in the Award, subject to the provisions of the *Children and Young Persons (Care and Protection) Act 1998* and/or the Children's Services Regulations 2004.
- (b) An employee will be appointed to the position and the corresponding classification in this award having regard to the duties required by the employer to be undertaken by the employee, the qualifications of the employee and the employee's length of service.
- (c) An employee will commence on the step in the appropriate classification commensurate with the number of years of employment in early childhood and child care services for children aged 0 - 12 years whether conducted by the employer or not and will progress thereafter in accordance with the award.

Progression through the steps of each classification in this clause for part-time and casual employees will be based on full-time equivalent service.

- (d) Calculation of Employment: When calculating employment for the purposes of this clause, one year of employment may be deducted for every period of five year's absence from early childhood and child care services.
- (e) Employment History on Engagement:
 - (1) Full time or Part time employees - upon engagement, an employee will establish the employee's employment history in early childhood and child care services for the purposes of determining, where necessary, the appropriate step applicable under the classification structure set out in subclause (ii) of this clause.
 - (2) Casual employees - a casual employee will maintain and keep up to date a record of employment as set out in Appendix A of this award. Such record will be signed by the employer at the conclusion of each period of casual employment.
- (f) An employee may apply for a higher classification when a position becomes available in the service subject to the employee possessing the requisite qualifications and appropriate selection procedures for the particular service being followed.
- (g) Any dispute in relation to the implementation of the classification structure will be dealt with in accordance with clause 35, Dispute Settling Procedure, of this award.
- (h) Translation
 - (1) Existing employees whose duties fall within the classification structure set out in this award should confer with their employer and seek to reach agreement on any translation that may apply to the employee's classification as a result of the introduction of new classifications in this award.
 - (2) Employees will translate to new classifications, if applicable, on the basis of the following principles:
 - where an existing employee retains their existing classification, they will retain their current incremental position in that classification based on their years of experience in the industry;
 - where an existing employee is subsequently reclassified to a higher classification, they will be paid at the rate for the classification to which they are appointed to in accordance with 8(i)(c).

Co-ordinators will be classified according to their qualifications, the service type, and the number of licensed child care places.

New employees will be classified and paid according to the appropriate table in Part B Monetary Rates of this award.

(ii) Classification Structure

An employer will classify the position to which an employee is appointed in accordance with the following structure:

Child Care Support Worker (as defined)

Child Care Support Worker (Qualified Cook) (as defined)

Child Care Worker (as defined)

Step	
1	on engagement without early childhood or child care service
2	after 1 year's employment in this classification, or the satisfactory completion of an AQF Certificate III in Children's Services (with less than 12 months employment in an early childhood or child care service)
3	after 2 year's employment in this classification
4	after 3 year's employment in this classification
5	after 1 year's employment in this classification, in addition to the satisfactory completion of an AQF Certificate III in Children's Services.

Advanced Child Care Worker (as defined)

Step	
1	on engagement with early childhood or child care service
2	after 1 year's employment in this classification
3	after 2 year's employment in this classification

Advanced Child Care Worker (Qualified) (as defined)

Step	
1	on engagement with early childhood or child care service
2	after 1 year's employment in this classification
3	after 2 year's employment in this classification
4	required to supervise other Associate Diploma or Diploma qualified employees within the group they have responsibility for

Assistant Co-ordinator (as defined)

Assistant Co-ordinator Qualified (as defined)

Co-ordinator (as defined)

Level		
1	OOSH	on engagement with an Out Of School Hours centre
2	LDC/Pre-School	on engagement with long day care or Pre-School service up to 29 licensed places
3	LDC/Pre-School	on engagement with long day care or Pre-School service up to 69 licensed places.
4	LDC/Pre-School	on engagement with long day care or Pre-School service with 70 licensed places or more.

Co-ordinator Qualified (as defined)

Level		
1	OOSH	on engagement with an Out Of School Hours Centre
2	LDC/Pre-School	on engagement with long day care or Pre-School service up to 29 licensed places
3	LDC/Pre-School	on engagement with long day care or Pre-School service up to 69 licensed places.
4	LDC/Pre-School	on engagement with long day care or Pre-School service with 70 licensed places or more.

- (iii) Child Care Support Worker means an employee appointed by the employer to perform some or all of the following duties:

assisting a qualified cook;

laundry work;

cleaning;

gardening;

cooking (where the employee is unqualified);

driving (as part of other duties);

handy work; and

other duties as required by the employer as are within the knowledge, skills and capabilities of the carer, including duties at a higher classification; provided that this does not promote de skilling.

- (iv) Child Care Support Worker (Qualified Cook) - means an employee who holds basic qualifications in cooking, and who is appointed by the employer to cook meals in the service. An employee in this classification may be required by the employer to perform other duties as required by the employer as are within the knowledge, skills and capabilities of the employee including duties at a higher or lower classification; provided that this does not promote de skilling.

- (v) Child Care Worker - means a carer appointed by the employer to contribute to the development of and assist in the implementation of the child care program under the general direction of and responsible to a supervisor who is regularly present with the group of children. Qualifications are not required for Steps 1 to 4.

- (a) An employee who has completed an AQF Certificate III in Children's Services will be paid no less than Child Care Worker Step 2.

- (b) An employee who has completed both an AQF Certificate III in Children's services and 12 months equivalent full-time service in a child care service, or has successfully completed an approved Certificate III traineeship of no less than 12 months duration, will be classified at Step 5.

- (c) An employee at this level is responsible for their own work and may be required by the employer to perform some or all of the following duties:

positively interact with children, give each child individual attention and comfort as required;
assist to implement daily routines;

assist with ensuring a safe, healthy and clean indoor and outdoor environment for children;

supervise the activities of a group of children for short periods of time during the day;

work with other staff members to ensure the smooth running of the service subject to the service policies and procedures;

understand and work according to the service policies and procedures;

assist in the development and/or evaluation of the program;

assist in the observation and evaluation of the children's development;

assist with the recording of children's development and assist in planning for the ongoing development of the child;

communicate with parents as instructed;

attend to incidental cleaning and housekeeping or associated with individual and group activities, experiences and routines;

perform incidental administrative duties including but not limited to: completing receipts, signing deliveries, ruling up the roll, checking the roll and the like;

other duties as required by the employer as are within the knowledge, skills and capabilities of the carer, including duties at a lower classification; provided that this does not promote de skilling.

- (d) An employee at this level may be required by the employer to possess and maintain a current first aid certificate recognised under the *Children and Young Persons (Care and Protection) Act 1998*.
- (e) Employees appointed to the position of child care worker, but required to perform the duties of an advanced child care worker, will be paid the higher rate applicable to that classification.
- (vi) Advanced Child Care Worker - means an unqualified carer appointed by the employer with the responsibility to develop, plan and implement the child care program. An employee at this level is responsible to the overall employer of a service and may be responsible for the direction of other staff within the group for which they have responsibility. An employee at this level may be required by the employer to perform some or all of the following duties:

has direct responsibility for the management of a group or groups of children in conjunction with the employer of the service;

ensure the maintenance of a healthy and safe work environment;

ensure a safe, healthy and clean indoor and outdoor environment for children;

liaise with parents as to needs of the children and the service;

maintain appropriate and up-to-date records;

ensure that programs are planned, implemented and evaluated for each child in their care;

ensure that all regulations, licensing guidelines, service policies and procedures are observed;

carry out administrative duties which relate to effective room management and child care responsibilities;

other duties as required by the employer as are within the knowledge, skills and capabilities of the carer, including duties at a lower classification; provided that this does not promote de skilling.

An employee at this level is required to possess and maintain a current first aid certificate recognised under the *Children and Young Persons (Care and Protection) Act 1998* as amended and administer first aid as required.

An employee at this level will be required to continue to demonstrate the skills and knowledge required for the position.

- (vii) Advanced Child Care Worker: Qualified - means a qualified carer who holds a Diploma in Children's Services, an Associate Diploma in Social Science (Child Studies) from TAFE or equivalent qualifications which are recognised under the *Children and Young Persons (Care and Protection) Act 1998* as amended, appointed by the employer with the responsibility to develop, plan and implement the child care program. An employee at this level is responsible to the overall employer of a service and may be responsible for the direction of other staff within the group for which they have responsibility. An employee at this level may be required by the employer to perform some or all of the following duties:

has direct responsibility for the management of a group or groups of children in conjunction with the employer of the service;

ensure the maintenance of a healthy and safe work environment;

ensure a safe, healthy and clean indoor and outdoor environment for children;

liaise with parents as to needs of the children and the service;

maintain appropriate and up-to-date records;

ensure that programs are planned, implemented and evaluated for each child in their care;

ensure that all regulations, licensing guidelines, service policies and procedures are observed;

carry out administrative duties which relate to effective room management and child care responsibilities;

other duties as required by the employer as are within the knowledge, skills and capabilities of the carer including duties at a lower classification; provided this does not promote de skilling.

An employee at this level is required to possess and maintain a current first aid certificate recognised under the *Children and Young Persons (Care and Protection) Act 1998* as amended, and administer first aid as required.

An employee at this level will be required to continue to demonstrate the skills and knowledge required for the position.

Advanced Child Care Worker Qualified Step 4 means a qualified carer who holds the Associate Diploma in Social Science (Child Studies), Diploma in Children's Services or equivalent qualifications which are recognised under the *Children and Young Persons (Care and Protection) Act 1998* as amended, and who is appointed by the employer to a position where the employee is required to supervise other Associate Diploma or Diploma qualified employees within the group they have responsibility for.

- (viii) Assistant Co-ordinator - means carer appointed by the employer to perform administrative and management functions which assist in the co-ordination administration and management of a service, under direction from and responsible to a supervisor who is regularly present at the service. In addition to those of an Advanced Child Care Worker, an employee at this level may be required by the employer to perform some or all of the following duties:

Supervise, direct and co-ordinate the activities of groups of children across the service.

Co-ordinate and manage day-to-day staffing matters across the service.

Perform administrative duties which assist in the effective management of the service.

Ensure that groups within the service meet programming, planning administrative and regulatory requirements.

other duties as required by the employer which are within the knowledge, skills and capabilities of the carer, including duties at a lower classification; provided that this does not promote de skilling.

An employee will not be regarded as working at this level for undertaking responsibilities such as evaluating and improving the activities of a service.

An employee will not be regarded as working at this level for relieving in a supervisory position to fill a temporary absence where the provisions of clause 17, 'Relieving Other Positions' of this Award apply.

An employee at this level is required to possess and maintain a current first aid certificate recognised under the *Children and Young Persons (Care and Protection) Act 1998* as amended, and administer first aid as required.

- (ix) Assistant Co-ordinator Qualified means a carer who holds a Diploma in Children's Services, or an Associate Diploma in Social Science (Child Studies) from TAFE or equivalent qualifications which are recognised under the *Children and Young Persons (Care and Protection) Act 1998* as amended, appointed by the employer to perform administrative and management functions which assist in the co-ordination administration and management of a service, under direction from and responsible to a supervisor who is regularly present at the service. In addition to those of an Advanced Child Care Worker Qualified, an employee at this level may be required by the employer to perform some or all of the following duties:

Supervise, direct and co-ordinate the activities of groups of children across the service.

Co-ordinate and manage day-to-day staffing matters across the service.

Perform administrative duties which assist in the effective management of the service.

Ensure that groups within the service meet programming, planning administrative and regulatory requirements.

other duties as required by the employer which are within the knowledge, skills and capabilities of the carer, including duties at a lower classification; provided that this does not promote de skilling.

An employee will not be regarded as working at this level for undertaking responsibilities such as evaluating and improving the activities of a service.

An employee at this level is required to possess and maintain a current first aid certificate recognised under the *Children and Young Persons (Care and Protection) Act 1998* as amended, and administer first aid as required.

- (x) Co-ordinator - means a carer appointed by the employer to co-ordinate, administer and manage a service. An employee at this level is required to perform all of the following duties:

be accountable to the employer for the administration of the service;

co-ordinate and manage the day-to-day operations of the service;

manage staff through liaison and consultation with the employer;

oversee and ensure the implementation and maintenance of a healthy, safe and clean environment for staff and children;

ensure day-to-day administrative tasks are completed appropriately, including requirements for funding and licensing;

ensure the Service adheres to all relevant regulations and licensing guidelines;

ensure all appropriate records are maintained;

liaise with and consult with parents regarding the needs of the children and the community;

liaise with management to ensure that all matters and procedures relating to government funding are complied with in accordance with appropriate guidelines and, where applicable, submissions for funding to relevant authorities are made and funds applied in accordance with the relevant guidelines and approvals;

assist with the preparation of budgets in consultation with the employer, making appropriate recommendations and manage service financial responsibilities within approved levels;

attend meetings as required by the employer consistent with position responsibilities.

In addition an employee may be required to perform some or all of the following duties:

develop, implement and evaluate service policies and procedures and ensure these and licensing conditions are met in consultation with the employer;

prepare and present reports regarding Service issues;

develop goals and directions for the service in consultation with staff and management in line with early childhood policy and practice;

ensure that Government guidelines on priority access to services are adhered to;

other duties as required by the employer which are within the knowledge, skills and capabilities of the carer, including duties at a lower classification; provided that this does not promote de skilling.

An employee at this level is required to possess and maintain a current first aid certificate recognised under the *Children and Young Persons (Care and Protection) Act 1998* as amended, and administer first aid as required.

- (xi) Co-ordinator: Qualified means a qualified carer who holds the Diploma in Children's Services, an Associate Diploma in Social Science (Child Studies) from TAFE or equivalent qualifications which are recognised under the *Children and Young Persons (Care and Protection) Act 1998* as amended, and who is appointed by the employer to co-ordinate, administer and manage a service. An employee at this level is required to perform the following duties:

be accountable to the employer for the administration of the Service;

co-ordinate and manage the day-to-day operations of the service;

manage staff through liaison and consultation with the employer;

oversee and ensure the maintenance and implementation of a healthy, safe and clean environment for staff and children;

ensure day-to-day administrative tasks are completed appropriately, including requirements for funding and licensing;

ensure the Service adheres to all relevant regulations and licensing guidelines;

ensure all appropriate records are maintained;

liaise with and consult with parents regarding the needs of the children and the community;

liaise with management to ensure that all matters and procedures relating to government funding are complied with in accordance with appropriate guidelines and, where applicable, submissions for funding to relevant authorities are made and funds applied in accordance with the relevant guidelines and approvals;

assist with the preparation of budgets in consultation with the employer, making appropriate recommendations and manage service financial responsibilities within approved levels;

attend meetings as required by the employer consistent with position responsibilities.

In addition an employee may be required to perform some or all of the following duties:

acts as Authorised Supervisor in accordance with the *Children and Young Persons (Care and Protection) Act* 1998 as amended, where required by the employer;

develop, implement and evaluate Service policies and procedures and ensure these and licensing conditions are met in consultation with the employer;

prepare and present reports regarding service issues;

develop goals and directions for the service in consultation with staff and management in line with early childhood policy and practice;

ensure that government guidelines on priority access to services are adhered to;

other duties as required by the employer which are within the knowledge, skills and capabilities of the carer, including duties at a lower classification; provided that this does not promote de skilling.

An employee at this level is required to possess and maintain a current first aid certificate recognised under the *Children and Young Persons (Care and Protection) Act* 1998 as amended, and administer first aid as required.

- (xii) Co-ordinator Level 1 (Out Of Schools Hours) - means a Co-ordinator (as defined) appointed to an OOSH service who does not hold a Diploma Children's Services, an Associate Diploma in Social Science (Child Studies), or equivalent qualifications which are recognised under the *Children and Young Persons (Care and Protection) Act* 1998 as amended.
- (xiii) Co-ordinator Level 2 - LDC / Pre School means a Co-ordinator (as defined) appointed to a Long Day Care or Pre School service of up to 29 licensed places.
- (xiv) Co-ordinator Level 3 - LDC / Pre School means a Co-ordinator (as defined) appointed to a Long Day Care or Pre School service of between 30 and 69 licensed places.
- (xv) Co-Ordinator Level 4 - LDC / Pre School means a Co-ordinator (as defined) appointed to a Long Day Care or Pre School service of 70 licensed places or more.
- (xvi) Co-ordinator Qualified Level 1 (Out Of School Hours) means a Co-ordinator Qualified (as defined) appointed to an OOSH service.
- (xvii) Co-ordinator Qualified Level 2 - LDC / Pre School means a Co-ordinator Qualified (as defined) appointed to a Long Day Care or Pre School service of up to 29 licensed places.
- (xviii) Co-ordinator Qualified Level 3 - LDC / Pre School means a Co-ordinator Qualified (as defined) appointed to a Long Day Care or Pre School service of between 30 and 69 licensed places.
- (xix) Co-ordinator Qualified Level 4 - LDC / Pre School means a Co-ordinator Qualified (as defined) appointed to a Long Day Care or Pre School service of 70 licensed places or more.

9. Wages

(i) Full-Time Employees

- (a) Rates: - The minimum rate of pay for the classifications as set out in clause 8, Classification Structure, of employees engaged in Long day Care Centres or services operating more than 41 weeks per year will be the rates as set out, in Tables 1B and 1C - Wages, of Part B, Monetary Rates.
- (b) Rates: - The minimum rate of pay for the classifications as set out in clause 8, Classification Structure, of employees engaged in Pre-Schools or services operating 41 weeks per year will be the rates as set out, in Tables 1B and 1D - Wages, of Part B, Monetary Rates.
- (c) The rates of pay in this award include the adjustments payable pursuant to orders made in the State Wage Case 2024. These adjustments may be offset against:
 - (i) any equivalent overaward payments, and/or
 - (ii) award wage increases other than State Wage Case adjustments.

(ii) Savings Clause - Leading Hand and First Aid Allowance: With the exception of employees classified as Co-ordinators under the new structure, an employee who is employed as at July 8, 1997 and who is currently appointed as a leading hand and/or appointed first aid attendant and is in receipt of an allowance for such appointment(s) will continue to receive the amount of such allowance(s), as an over award payment, whilst they continue in employment in that position with that employer.

(iii) Part time Employees:

- (a) Rates - For each hour worked during ordinary time, part-time employees will be paid the hourly equivalent of the minimum weekly wage prescribed by this award for the class of work performed by them.
- (b) Minimum Starts
 1. Child Care Support Worker. A part-time employee engaged as a Child Care Support Worker or Child Care Support Worker (Qualified Cook) working a single shift on any day will be paid a minimum of two hours for each start.
 2. Out of School Hours Care. A part-time employee working a single shift will be paid a minimum of two hours for each start.
 3. Broken Shift Workers. A part-time employee working a broken shift pursuant to paragraph (a) Day Workers of subclause (i) of clause 5, Hours, of this award, will be paid a minimum of two hours for each of the two shifts so worked.
 4. All other part-time employees will be paid a minimum of three hours for each start.

(iv) Casual Employees

- (a) Rates. Casual employees, for each hour worked during ordinary time will be paid the hourly equivalent of the minimum weekly wage prescribed by this award for the class of work performed by them, plus an additional amount of 15 per centum of the appropriate weekly rate. Casuals are entitled to annual leave payments under the *Annual Holidays Act 1944*. The employer must make the payment by adding an additional one twelfth of the ordinary time casual hourly rate to the aggregate ordinary pay after each engagement.

(b) Minimum Starts

1. Child Care Support Worker A casual employee engaged as a Child Care Support Worker or Child Care Support Worker (Qualified Cook) working a single shift on any day will be paid a minimum of two hours for each start.
 2. Out of School Hours Care A casual employee working a single shift will be paid a minimum of two hours for each start.
 3. Broken Shift Workers A casual employee working a broken shift pursuant to paragraph (a) Day Workers of subclause (i) of clause 5, Hours, of this award, will be paid a minimum of two hours for each of the two shifts so worked.
 4. All other casual employees will be paid a minimum of three hours for each start.
- (v) The hourly rates for part-time and casual employees will be calculated to the nearest whole cent, any amount less than half a cent in the result to be disregarded.
- (vi) Juniors: Junior Child Care Workers employed will be paid the following percentages of the appropriate adult rate of pay specified for the classification under which the junior is engaged:

Age	Percentage (per week)
Under 17 years of age	70
At 17 years of age	80
At 18 years of age	90
At 19 years of age	100

The above mentioned percentages will be calculated to the nearest ten cents, provided however that any broken part of ten cents in the result less than five cents will be disregarded.

- (vii) Junior Employees (Special Conditions): Junior employees employed otherwise than in accordance with subclause (vii), of this clause, will be paid the appropriate adult rate of pay. The employment of junior employees is further subject to the following conditions:-
- (a) The ratio of juniors to adults employed in any capacity in any establishment will not exceed the following ratios -

Where up to 20 children are catered for - one junior to one adult.

Where over 20 children are catered for - one junior to two adults.
 - (b) Junior employees engaged as trainee Advanced Child Care Worker will be required, as a condition of employment, to train as such employees will attend the Associate Diploma of Social Science (Child Studies) Course or such other technical college course as is necessary.
 - (c) The employer will, in respect of each trainee Advanced Child Care Worker, pay all fees and charges necessary to attend and complete the said course and will, if necessary, allow the employee time off duty without deduction of pay to attend the said course.

10. Additional Rates and Allowances

- (i) Straight Shifts: The following additional allowances for shift work will be paid to employees in respect of work performed during ordinary hours for shifts as defined in subclauses (vii), (viii), (ix) and (x) of clause 3, Definitions, of this award:

	Percentage
Early morning shift	10%
Afternoon shift	15%

Night shift, rotating with day or afternoon shift	17.5%
Night shift, non-rotating	30%

- (ii) Broken Shifts - Employees working broken shifts as provided in paragraph (a) of subclause (i), of clause 5, Hours, will be paid the following additional allowances:
- (a) For each broken shift so worked - a shift allowance in accordance with Item 1 of Table 2, Additional Rates and Allowances, of Part B, Monetary Rates.
 - (b) Excess fares allowance - at the rate in accordance with Item 2 of the said Table 2.
- (iii) Uniform Laundry Allowance - In the event of an employee being required to wear a uniform such uniform will be provided by and laundered at the employer's expense, or, by mutual agreement, such employees will be paid a uniform laundry allowance, in accordance with Item 3 of the said Table 2.
- (iv) Cooks Uniform Laundry Allowance - Where an employer requires a cook to wear an ordinary white overall or wrap, coat, cap, apron and trousers, usually worn by cooks, such garments will be laundered either at the employer's expense or at the option of the employer, the employee will be paid a cooks uniform laundry allowance, in accordance with Item 4 of the said Table 2.
- (v) First Aid Certificate:
- (a) If an employer requires an employee who is not required to have a first aid certificate under the award definition of the classification, to obtain and/or maintain such a qualification, the employee will be allowed time off without loss of pay for the purpose of completing the course required. The cost of the course will be met by the employer.
 - (b) Employers who require employees to attend to medical procedures such as administering epi pens, suppositories and drip feeding will ensure staff are adequately trained in such procedures, before being required to undertake them. The cost of any such training will be met by the employer.
- (vi) Qualification Allowances
- (a) An employee who has completed successfully the Commercial Cookery Basic Training Course at TAFE or a course deemed by the employer to be an equivalent qualification, will be paid an additional allowance in accordance with Item 5 of the said Table 2, such amount will be part of the ordinary rate of pay for all award purposes.
 - (b) An employee who has completed successfully the Hotel and Restaurant Cookery Course at the Sydney Technical college or a course deemed by the employer to be an equivalent qualification, will be paid an allowance in accordance with Item 6 of the said Table 2, such amount will be part of the ordinary rate of pay for all award purposes.
 - (c) An employee will advise the employer of the date of completion of such course as specified in paragraph (a) and/or (b) of this subclause.
- (vii) The rate of pay for a Support Worker (Qualified Cook) provided for in subclause (i) of clause 9, Wages, of this award will include any allowance for the responsibility of directing or supervising the duties of an assistant cook when such is employed.
- (viii) Board and Lodging: An employer will not be compelled to board and/or lodge any worker but where board and/or lodging are provided the employer will be entitled to deduct in respect of all workers the following amounts:-
- (a) For full board of twenty-one (21) meals per week, an amount equal to 18.5 per cent of the adult basic wage.

- (b) For full lodging for seven (7) days per week, an amount equal to 7 per cent of the adult basic wage.
- (c) Where by mutual consent, part board and/or part lodgings are provided the deductions referred to in subclauses (a) and (b), of this clause, may be made on a pro-rata basis. Non-residential employees will not suffer any deductions for meals provided unless by mutual consent.
- (ix) **Authorised Supervisor Allowance:** An employee (other than a Co-ordinator: Qualified or a Co-ordinator) who is required by the employer to act as an Authorised Supervisor in accordance with the *Children and Young Persons (Care and Protection) Act 1998*, as amended, will be paid an amount as set out in Item 8, of the said Table 2. The daily rate for such allowance will be calculated by dividing the weekly allowance by 5.

11. Saturday and Sunday Work

- (i) **Ordinary Hours - Shift Workers -** Shift workers required to work their ordinary hours on a Saturday and/or Sunday will as prescribed by paragraph (i)(b) of clause 5, Hours, of this award, be paid for all time so worked at the following rates:

Saturday Work	Time and one-half
Sunday Work	Double time

- (ii) The rates prescribed in this clause will be in substitution for and not cumulative upon the shift work allowances prescribed in subclause (i) of clause 10, Additional Rates and Allowances, of this award.
- (iii) **Overtime - Day Workers**
 - (a) Overtime performed on Saturday will be paid for at the rate of time and one half for the first three hours and double time thereafter with a minimum payment of not less than four hours at such rate.
 - (b) Overtime performed on Sundays will be paid for at the rate of double time.
- (iv) **Overtime - Shift Workers**
 - (a) Overtime performed on Saturday will be paid for at the rate of time and one half for the first two hours and double time thereafter.
 - (b) Overtime performed on Sundays will be paid for at the rate of double time.

12. Overtime

- (i) Subject to subclause (iii) of this clause and subclauses (iii) and (iv) of clause 11, Saturday and Sunday Work, of this award, for all work done outside ordinary hours the rates of pay will be time and one half for the first two hours and double time thereafter. In computing overtime each day's work will stand alone.
- (ii) Where overtime or extra shifts are required to be worked, the employer will give preference for such work to employees as classified and covered by the terms of this award where it is reasonably practicable to do so.
- (iii) **Part-time employees -**

If a part-time employee agrees to work additional hours, the additional hours must be paid at the same rate as full time employees are paid under the award. The work must be paid for at the ordinary hourly rate for all hours unless they fall outside the ordinary hours fixed by this Award for full-time employees. Any hours worked in addition to ordinary full-time hours must be paid at the overtime rate applicable to full-time employees under this Award.

- (iv) Meal Money: An employee required to work overtime in excess of one and one half hours will either be paid an allowance in accordance with Item 7 of Table 2 of Part B, Monetary Rates or be supplied with a meal of equivalent value.
- (v) Time Off in Lieu of Overtime: Where an employee performs duty on overtime the employee may at the employee's request and with the agreement of the employer subsequently be released from duty in ordinary hours subject to the following conditions:
 - (a) The agreement will be in writing and be kept with the time and wages records;
 - (b) Where an employee takes subsequent time off the relevant and equivalent period of overtime will be paid for at ordinary rates of pay; all other overtime worked and in respect of which time off is not taken will be paid for at the appropriate overtime rate otherwise provided in this award;
 - (c) Where an employee elects to take any period/s of time off in ordinary hours in accordance with this clause such time off will be with pay and will equate to the relevant period/s of overtime worked;
 - (d) Time off may be taken only in respect of overtime worked between Monday to Friday inclusive;
 - (e) Payment for any period/s of overtime worked and in relation to which the employee elects to take time off may be paid by the employer to the employee in the pay period in which the time off is taken;
 - (f) An employee may not accumulate more than 20 hours of equivalent time off which will be taken within four weeks of its accrual. Where such time off is not taken the period/s of overtime referable thereto will be paid for in the next relevant pay period at the appropriate overtime rate otherwise applicable.
- (vi) Reasonable Overtime: Subject to clause (vii) an employer may require an employee to work reasonable overtime at overtime rates.
- (vii) An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable.
- (viii) For the purposes of clause (vii) what is unreasonable or otherwise will be determined having regard to:
 - (1) any risk to employee's health and safety;
 - (2) the employee's personal circumstances including any family responsibilities;
 - (3) the needs of the workplace or enterprise;
 - (4) the notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and
 - (5) any other relevant matter.

13. Make Up Time

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

14. Payment of Wages

- (i) Wages will be paid weekly or fortnightly in ordinary working time. An employee kept waiting after the normal ceasing time for the payment of wages will be paid at overtime rates from the normal ceasing

time until payment is made. Casual employees will be paid within one hour of the termination of the employment or on the normal pay day for the establishment.

- (ii) Where an employer and employee agree, the employee may be paid the employee's wages by cheque or direct transfer into the employee's bank (or other recognised financial institution) account. Notwithstanding this provision, if the employer and the majority of employees agree, all employees may be paid their wages by cheque or direct transfer into an employee's bank (or other recognised financial institution) account.
- (iii) Where payment is made by cheque the employer will ensure that clearance of such cheque is made available by the appropriate bank or, alternatively, an employer may make a direct deposit by cheque to the appropriate bank for transfer to nominated employee accounts to ensure access by the employee to wages on the nominated pay day.

15. Miscellaneous Conditions

- (i) Boiling Water: Hot water will be provided by the employer where practicable.
- (ii) Accommodation for Meals: Employers will allow employees to partake of their meals, crib breaks or tea breaks in a suitable place protected from the weather and every such employee will leave such place in a thoroughly clean condition.
- (iii) Rubber Boots: Where employees are required to work outside or in toilets in wet conditions they will be supplied with rubber boots, which should remain the property of the employer.
- (iv) Rubber Gloves: Where employees are required to clean toilets or to use acids or other injurious substances or detergents they will be supplied with rubber gloves, which will remain the property of the employer and will be replaced by the employer when unserviceable.
- (v) Dressing Accommodation: Where it is necessary or customary for employees to change their dress or uniform suitable dressing rooms or dressing accommodation and individual lockable lockers will be provided.
- (vi) Clean overalls will be supplied by the employer for all outdoor staff where such employee requires same.
- (vii) A first aid kit will be supplied and be readily available to all employees.
- (viii) All materials, equipment, etc. required for the work and for cleaning purposes will be supplied by the employer.
- (ix) Protective clothing, overalls or uniforms supplied pursuant to this award will remain the property of the employer and will be returned upon termination of employment.

16. Job Sharing

- (i) Definitions 'Job Sharing' may be defined as the occupation of a full-time or part-time position by two employees (job sharers) sharing all of the duties and responsibilities of the position.
- (ii) General Employment Conditions
 - (a) A job share position will only be created by mutual agreement between the employer and the employee occupying the position to be job shared.
 - (b) Subject to the provisions of subclause (iii) of this clause relating to overtime, job sharers will be employed on pro-rata hours, wages and conditions for the relevant classification or grade of the position filled.

- (c) Before any job sharing arrangements are approved, the employer will provide each prospective job sharer with a copy of this clause and obtain her or his acceptance of the job share position to be worked.
 - (d) Job sharers will discuss with the employer arrangements to determine how the job is to be split and agree the hours to be worked by each job sharer including the arrangements to be adopted when one job sharer is absent.
 - (e) Where a job share position is of a specific duration and instead of being filled by two existing employees an additional employee must be engaged to share the position, such additional employee will be advised that the position is only available for the duration sought and approved.
- (iii) Hours of Duty
 - (a) The hours of work of job sharers will be worked in accordance with clause 5, Hours, of this award.
 - (b) The hours of job sharers once established will not be changed except by mutual consent of both the job sharers and the employer or subject to the operational requirement of the centre. Where an employer is required to change a job sharers hours because of the operational requirement of the centre, the employer will give the job share employees notice in accordance with subclause (ii) of clause 5, Hours, of this award.
 - (c) The total weekly hours of job sharers of a full-time position will not exceed an average of 38 hours per week to be worked in accordance with Clause 6, Implementation of the 38 Hour Week. Hours worked in excess of the arrangements set out in the said Clause 6 by a job sharer will be paid in accordance with clause 12, Overtime, of this award.
 - (d) Job Sharers will not be entitled to accrue credits towards rostered days off provided for under clause 6, Implementation of 38 Hour Week and clause 7, Rostered Days Off Duty, of this award.
- (iv) Leave
 - (a) Job sharers will be entitled to all leave provisions available under this award on a pro rata basis.
 - (b) Job sharers may take annual leave or other leave at the same time or separately.
 - (c) Job sharers may be asked and may agree to cover for the absences of the other job share employees. Such coverage may be either for part of the absence or for the full period.
 - (d) All leave arrangements wherever possible will be made by mutual agreement between both job sharers and the employer.
 - (e) Where a job share employee agrees to cover for the other job share employee whilst he or she is on leave, they will be paid at ordinary rates for the extra days or extra hours worked subject to the provisions of paragraph (f) of this subclause.
 - (f) Where the absence of one job sharer on leave is covered by the other job sharer the aggregate number of hours worked will not exceed those of a full-time employee without the payment of overtime.
- (v) Redundancy. Subject to the provisions of clause 27, Redundancy, of this award where a job share position is made redundant then the job sharers will be entitled to the provisions of the said clause 27.
- (vi) Termination of Employment
 - (a) The position of a job sharer may be terminated in accordance with the relevant provisions of clause 4, Contract of Employment, of this award.

- (b) Where one job sharer has terminated the position of the remaining job sharer will not be prejudiced.
- (c) Where one job-sharer has terminated, the position may be filled internally or externally provided that any replacement employee is advised of the job share nature of the position and particularly when the position is of a specific duration, or the remaining job-sharer may be offered the option of occupying the full position on a permanent basis.
- (d) Any replacement employee will also be advised of the provisions of this clause applying to the job share position.

17. Relieving in Other Positions

- (i) Employees employed at work for which a higher rate is fixed will be paid such higher rate whilst so employed. If employed for four hours or more on the higher class of work employees will be paid the higher rate for the whole of that day.
- (ii) Where an employee is called upon to perform duties for which a lower rate is fixed the employee will suffer no reduction in pay.

18. Sick Leave

- (i) A full time employee is entitled to 15 days sick leave in the first year of employment, and 12 days in each subsequent year. Any leave accrued and not utilised accumulates to a maximum of 120 days.
- (ii) A part time employee is entitled to pro rata sick leave commensurate with the proportion which their ordinary hours bears to 38 hours per week.
- (iii) The employee will provide to the employer a doctors certificate in respect of absences of two days or more or where the sick leave occurs before or after a public holiday, rostered day off or weekend.
- (iv) A Statutory Declaration will be accepted in respect of any single day absences.
- (v) The employee will, as soon as reasonably practicable and in any case within 24 hours of the commencement of such absence, inform the employer of an inability to attend for duty and, and as far as practicable, the estimated duration of the absence.

Payment During the Initial Three Months of Service

- (vi) Paid sick leave which may be granted to a staff member in the first three months of service will be limited to five days' paid sick leave unless the centre approves otherwise. Paid sick leave in excess of five days granted in the first three months of service will be supported by a satisfactory medical certificate.
- (vii) Following the completion of three months of service with an employer the employee will be entitled to the balance of leave not taken up to a maximum of 15 days in the first year of service.

Infectious Diseases at the Centre or Service

- (viii) Consideration will be given to extending the sick leave amount in the circumstances where an infectious disease or illness has been identified at the centre, and an employee is subsequently infected.

Workers Compensation

- (ix) An employee will not be entitled to sick leave for any period in respect of which the employee is entitled to workers compensation.
- (x) Notwithstanding anything contained in subclause (i), of this clause, a weekly employee suffering injury through an accident arising out of and in the course of employment (not being an injury in respect of

which there is an entitlement to workers' compensation) necessitating his or her attendance during working hours on a doctor, chemist or trained nurse, or at a hospital, will not suffer any deduction from his or her pay for the time (not exceeding four hours) so occupied on the day of the accident and will be reimbursed by the employer for all expenses reasonably incurred in connection with such attendance and expenses will include fares.

Definition of Week

(xi) For the purpose of this clause "week" means:-

- (a) In the case of part-time employees - the number of ordinary weekly hours regularly worked by such employees;
- (b) in the case of all other weekly employees - thirty eight hours.

Savings for sick leave accruals

- (xii) Employees engaged at 7 March 2006 who have accrued in excess of 120 days of sick leave under previous accruals will not have their entitlement reduced as a consequence of this award. Such accruals in excess of 120 days will, as of 7 March 2006 be capped at that higher level, and that level will form the maximum accrual for the employee whilst employed by the same employer.
- (xiii) Current employees will receive the sick leave allowances in subclause (i) of this clause on their next anniversary with their current employer.

19. Public Holidays

- (i) The days on which the following holidays are observed will be holidays, namely, New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Eight Hour Day, Christmas Day and Boxing Day and any day which may hereafter be proclaimed as a public holiday throughout the State of New South Wales, and the first Monday in August or such other day as is mutually agreed between the employer and an employee or the employer and the majority of employees. Provided that for pre-schools operating 41 weeks per year only, the first Monday in August may be subsumed into a period of paid stand-down provided in subclause 4(ii) of this award.
- (ii) The above holidays falling on an ordinary working day will be paid for if not worked, irrespective of such holidays falling in a vacation period.
- (iii) Employees required to work on any of the above holidays will be paid at the rate of double time and one-half with a minimum payment of four hours at such rate.
- (iv)
 - (a) Where a holiday occurs on the rostered day off of a seven day shift worker as provided for in paragraph (i)(b) of clause 5, Hours, and:
 - (1) the employee is not required to work on that day, the employer will pay such employee eight hours' ordinary pay in respect of such day;
 - (2) the employee is required to work on that day, the employer will pay such employee eight hours' ordinary pay in respect of such time and in addition at the rate of time and one-half for the first eight hours (with a minimum payment of four hours) and double time and one-half thereafter.
 - (b) The employer may, in lieu of the payment of eight hours' ordinary pay prescribed in paragraph (a) of this subclause, add a day to the annual leave period.

- (c) Any day or days added in accordance with this subclause will be the working day or working days immediately following the annual leave period to which the employee is entitled to under clause 20, Annual Leave, of this award.
- (d) Where the employment of an employee has been terminated and the employee thereby becomes entitled under section 4 of the *Annual Holidays Act 1944*, to payment in lieu of an annual holiday with respect to a period of employment, the employee will be entitled also to an additional payment for each day accrued to the employee under this clause at the appropriate ordinary rate of pay, if payment has not already been made in accordance with paragraph (a) of this subclause.
- (v) For the purpose of this clause any employee whose ordinary hours of work commence before and continue past midnight will be regarded as working on a holiday only if the greater number of the employee's working hours fall on the holiday, in which case all time worked will be regarded as holiday work; provided that if the number of ordinary hours worked before and past midnight is equal, all ordinary time worked will be regarded as time worked on the day on which the shift commenced.

20. Annual Leave

- (i) All employees except seven day shift workers - see *Annual Holidays Act 1944*.
- (ii) Seven Day Shift Workers - in addition to the leave provided by section 3 of the *Annual Holidays Act 1944*, a seven day shift worker at the end of each year of employment will be entitled to the additional leave as prescribed below:-
 - (a) If during the year of employment the employee has served continuously as a seven day shift worker, the additional leave with respect to that year will be one week.
 - (b) If during the year of employment the employee has served only a portion of it as a shift worker, the additional leave will be 3.5 hours for each completed month of employment as a shift worker, or provided that where the additional leave is or comprises a fraction of a day, such fraction will not form part of the leave period and any such fraction will be discharged by payment only.

Where the employment of a seven day shift worker is terminated and the shift worker thereby becomes entitled under section 4 of the *Annual Holidays Act 1944*, to payment in lieu of an annual holiday with respect to a period of employment, he or the shift worker will be entitled to an additional payment of 3.5 hours at such ordinary rate of pay for each completed month of service as a seven day shift worker.

- (iii) For the purposes of this clause, a seven day shift worker means an employee whose ordinary working hours includes Sundays and/or holidays on which the shift worker may be regularly rostered for work.

21. Annual Leave Loading

- (i) In this clause the *Annual Holidays Act 1944*, is referred to as "the Act".
- (ii) Before an employee is given and takes his or her annual holiday, or where, by agreement between the employer and the employee the annual holiday is given and taken in more than one separate period, then before each of such separate periods, the employer will pay the employee a loading determined in accordance with this clause (Note: The obligation to pay in advance does not apply where an employee takes an annual holiday wholly or partly in advance - see subclause (vi)).
- (iii) The loading is payable in addition to the pay for the period of holidays given and taken and due to the employee under the Act and this award.
- (iv) The loading is to be calculated in relation to any period of annual holiday to which the employee becomes or has become entitled under the Act and this award (but excluding days added to compensate for public or special holidays worked or public or special holidays falling on an employee's rostered day off not worked), or where such a holiday is given and taken in separate periods, then in relation to each such separate period. (Note: See subclause (vi) as to holidays taken wholly or partly in advance).

- (v) The loading is the amount payable for the period or the separate period, as the case may be, stated in subclause (iv) of this clause at the rate per week of 17.5 per cent of the appropriate ordinary weekly time rate of pay prescribed by this award for the classification in which the employee was employed immediately before commencing his or her annual holiday together with, where applicable, the following allowances prescribed by clause 10, Additional Rates and Allowances, in subclause (vii) Leading Hands and subclause (vi) Qualification Allowances, of this award, but will not include any other allowances, penalty rates, shift allowances, overtime rates or any other payment prescribed by this award.
- (vi) No loading is payable to an employee who takes an annual holiday wholly or partly in advance; Provided that, if the employment of such an employee continues until the day when he or she would have become entitled under the Act to an annual holiday, the loading then becomes payable in respect of the period of such holiday, and is to be calculated in accordance with subclause (v), of this clause, applying the award rates of wages payable on that day. This subclause applies where an annual holiday has been taken wholly or partly in advance and the entitlement to the holiday arises after that date.
- (vii) Where, in accordance with the Act the employer's establishment or part of it is temporarily closed down for the purpose of giving an annual holiday or leave without pay to the employee concerned -
 - (a) an employee who is entitled under the Act to an annual holiday and who is given and takes such a holiday will be paid the loading calculated in accordance with subclause (v), of this clause;
 - (b) an employee who is not entitled under the Act to an annual holiday and who is given and takes leave without pay will be paid in addition to the amount payable to him or her under the Act such proportion of the loading that would have been payable to him or her under this clause if he or she had become entitled to an annual holiday prior to the close down as his or her qualifying period of employment in completed weeks bears to 52.
- (viii)
 - (a) When the employment of an employee terminates for a cause other than misconduct and at the time of the termination the employee has not been given and has not taken the whole of an annual holiday to which he or she became entitled he or she will be paid a loading calculated in accordance with subclause (v), of this clause, for the period not taken.
 - (b) Except as provided in paragraph (a), of this subclause, no loading is payable on the termination of an employee's employment.
- (ix) This clause extends to an employee who is given and takes an annual holiday and who would have worked as a shift worker if he or she had not been on holiday; Provided that, if the amount to which the employee would have been entitled by way of shift work allowances and weekend penalty rates for the ordinary time (not including time on a public or special holiday) which the employee would have worked during the period of the holiday exceeds the loading calculated in accordance with this clause, then that amount will be paid to the employee in lieu of the loading.
- (x) By agreement between the employer and employee, the loading may be calculated in relation to such period of an employee's annual holiday as is equal to the period of annual holiday to which the employee is entitled for the time being under the *Annual Holidays Act 1944* at the end of either each calendar year or at the end of each year of the employee's employment. The employer will identify the payment on the employee's payslip when the payment is made.
Any agreement made pursuant to subclause (x) will be recorded in writing in the time and wages record.

22. Long Service Leave

See *Long Service Leave Act 1955*.

23. Parental Leave

- (i) See Appendix B to this award.

(ii) An employer must not fail to re-engage a regular casual employee (see section 53(2) of the Act) because:

- (a) the employee or employee's spouse is pregnant; or
- (b) the employee is or has been immediately absent on parental leave.

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

(iii) Right to request

(a) An employee entitled to parental leave may request the employer to allow the employee:

- (1) to extend the period of simultaneous unpaid parental leave use up to a maximum of eight weeks;
- (2) to extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;
- (3) to return 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.

(b) The employer will 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.

(c) Employee's request and the employer's decision to be in writing

The employee's request and the employer's decision made under subparagraphs 23(iii)(a)(2) and 23(iii)(a)(3) must be recorded in writing.

(d) Request to return to work part-time

Where an employee wishes to make a request under subparagraph 23(iii)(a)(3), 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.

(iv) Communication during parental leave

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

- (1) 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
- (2) 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.

(b) The employee will 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 or

other contact details which might affect the employer's capacity to comply with paragraph 23(iv)(a).

24. Personal/Carers Leave

(i) Use of sick leave

- (a) An employee with responsibilities in relation to a class of person set out in subparagraph 24(i)(c)(2) who needs their care and support will be entitled to use, in accordance with this subclause, any sick leave entitlement which accrues after September 12th, 1996 for absences to provide care and support for such persons when they are ill or who require care due to an unexpected emergency.

(b) The employee will, if required,

- (1) 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 person, or
- (2) establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

In normal circumstances, an employee must not take carer's leave under this subclause where another person had taken leave to care for the same person.

(c) The entitlement to use sick leave in accordance with this subclause is subject to:

- (1) the employee being responsible for the care and support of the person concerned; and
- (2) the person concerned being:
 - (a) a spouse of the employee; or
 - (b) a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
 - (c) a child or an adult child (including an adopted child, a step child, a foster child or an ex-nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
 - (d) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
 - (e) a relative of the employee who is a member of the same household, where for the purposes of this paragraph:
 1. "relative" means a person related by blood, marriage or affinity;
 2. "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and
 3. "household" means a family group living in the same domestic dwelling.

- (d) An employee will, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave the estimated length of absence. If it is not

practicable for the employee to give prior notice of absence, the employee will notify the employer by telephone of such absence at the first opportunity on the day of absence.

Note: In the unlikely event that more than 10 days sick leave in any year is to be used for caring purposes the employer and employee will discuss appropriate arrangements which, as far as practicable, take account of the employer's and employee's requirements.

Where the parties are unable to reach agreement the disputes settling procedure at Clause 35 should be followed.

(ii) Unpaid leave for family purpose

An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a class of person set out in subparagraph 24(i)(c)(2) above, who is ill or who require care due to an unexpected emergency. Such leave may be taken for part of a single day.

(iii) Annual leave

- (a) To give effect to this clause an employee may elect, with the consent of the employer, to take annual leave not exceeding ten days in any calendar year at a time or times agreed by the parties.
- (b) Access to annual leave, as prescribed in paragraph 24(iii)(a) above, will be exclusive of any shutdown period provided for elsewhere under this award.
- (c) An employee and employer may agree to defer payment of the annual leave loading in respect of single day absences, until at least five consecutive annual leave days are taken.
- (d) An employee may elect with the employers agreement to take annual leave at any time within a period of 24 months from the date at which it falls due.

(iv) Time Off in Lieu of Payment for Overtime

- (a) An employee may elect, with the consent of their employer, to take time off in lieu of payment of overtime at a time or times agreed with the employer.
- (b) Arrangements for taking overtime as time off will be governed by clause 12, Overtime, of the Award.

(v) Make-up time

An employee may elect, with the consent of their employer, to work "make-up time" in accordance with clause 13, Make Up Time, of the Award.

(vi) Grievance process

In the event of any dispute arising in connection with any part of this clause, such dispute will be processed in accordance with the dispute settling provisions of this award.

(vii) Personal Carers Entitlement for casual employees

- (a) Subject to the evidentiary and notice requirements in paragraphs 24(i)(b) and 24(i)(d) casual employees are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in subparagraph 24(i)(c)(2) who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child.
- (b) The employer and the employee will agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.

- (c) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

25. Bereavement Leave

- (i) An employee other than a casual employee will be entitled to up to two days bereavement leave without deduction of pay, up to and including the day of the funeral, on each occasion of the death of a person prescribed in (iii) below. Provided that where the death of a relative as defined occurs outside Australia and a memorial service is held, one day's leave without loss of any ordinary pay will be allowed.
- (ii) The employee must notify the employer as soon as practicable of the intention to take bereavement leave and will, if required by the employer, provide to the satisfaction of the employer proof of death.
- (iii) Bereavement leave will be available to the employee in respect to the death of a person prescribed by subparagraph (i)(c)(2) of clause 24, Personal/Carer's Leave, provided that for the purpose of bereavement leave, the employee need not have been responsible for the care of the person concerned.
- (iv) An employee will not be entitled to bereavement leave under this clause during any period in respect of which the employee has been granted other leave.
- (v) Bereavement leave may be taken in conjunction with other leave available under subclauses (i), (ii), (iii) (iv) and (v) of clause 24 Personal/Carers Leave of this Award. In determining such a request the employer will give consideration to the circumstances of the employee and the reasonable operational requirements of the business.
- (vi) Bereavement entitlements for casual employees
 - (a) Subject to the evidentiary and notice requirements in subclause 25(ii) casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a person prescribed in subparagraph 24(i)(c)(2).
 - (b) The employer and the employee will agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
 - (c) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not engage a casual employee are otherwise not affected.

26. Jury Service

- (i) An employee will be allowed leave of absence during any period when required to attend for jury service.
- (ii) During such leave of absence, an employee will be paid the difference between the jury service fees received and the employee's normal rate of pay as if working.
- (iii) An employee will be required to produce to the employer proof of jury service fees received and proof of requirement to attend and attendance on jury service and will give the employer notice of such requirement as soon as practicable after receiving notification to attend for jury service.

27. Redundancy

- (i) Application
 - (a) This clause will apply in respect of full time and part time employees as set out in clause 9, Wages.

- (b) In respect to employers who employ more than 15 employees immediately prior to the termination of employment of employees, in the terms of subclause (v) of this clause.
- (c) Notwithstanding anything contained elsewhere in this award, this clause will not apply to employees with less than one year's continuous service and the general obligation on employers will be no more than to give such employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.
- (d) Notwithstanding anything contained elsewhere in this award, this clause will not apply where employment is terminated as a consequence of conduct that justifies instant dismissal, including malingering, inefficiency or neglect of duty, or in the case of casual employees, apprentices or employees engaged for a specific period of time or for a specified task or tasks or where employment is terminated due to the ordinary and customary turnover of labour.

(ii) Introduction of Change

- (a) Where an employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer will notify the employees who may be affected by the proposed changes and the union to which they belong.
- (b) 'Significant effects' include termination of employment, major changes in the composition, operation or size of the employers workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure, the alteration of hours of work, the need for retraining or transfer of employees to other work or locations and the restructuring of jobs.

Provided that where this award makes provision for alteration of any of the matters referred to herein, an alteration will be deemed not to have significant effect.

(iii) Employers Duty to Discuss Change

- (a) The employer will discuss with the employees affected and the union to which they belong, inter alia, the introduction of the changes referred to in subclause (ii) of this clause, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees, and will give prompt consideration to matters raised by the employees and/or the union in relation to the changes.
- (b) The discussion will commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in subclause (ii) of this clause.
- (c) For the purpose of such discussion, the employer will provide to the employees concerned and the union to which they belong all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees provided that any employer will not be required to disclose confidential information the disclosure of which would adversely affect the employer.

(iv) Discussions Before Terminations

- (a) Where an employer has made a definite decision that the employer no longer wishes the job the employee has been doing done by anyone pursuant to paragraph (a) of subclause (ii), of this clause and that decision may lead to the termination of employment, the employer will hold discussions with the employees directly affected and with the union to which they belong.
- (b) The discussions will take place as soon as is practicable after the employer has made a definite decision which will invoke the provision of paragraph (a) of this subclause and will cover, inter alia, any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any termination of the employees concerned.

- (c) For the purposes of the discussion the employer will, as soon as practicable, provide to the employees concerned and the union to which they belong, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, and the number of workers normally employed and the period over which the terminations are likely to be carried out. Provided that any employer will not be required to disclose confidential information the disclosure of which would adversely affect the employer.

(v) Notice for Changes in Production, Program, Organisation or Structure

This subclause sets out the notice provisions to be applied to terminations by the employer for reasons arising from 'production', 'program', 'organisation' or 'structure' in accordance with paragraph (a) of subclause (ii) of this clause.

- (a) In order to terminate the employment of an employee the employer will give to the employee the following notice:

Period of continuous service	Period of Notice
Less than 1 year	1 week
1 year and less than 3 years	2 weeks
3 years and less than 5 years	3 weeks
5 years and over	4 weeks

- (b) In addition to the notice above, employees over 45 years of age at the time of the giving of the notice with not less than two years continuous service, will be entitled to an additional week's notice.
- (c) Payment in lieu of the notice above will be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

(vi) Notice for Technological Change

This subclause sets out the notice provisions to be applied to terminations by the employer for reasons arising from 'technology' in accordance with paragraph (a) of subclause (ii) of this clause:

- (a) In order to terminate the employment of an employee the employer will give to the employee 3 months notice of termination.
- (b) Payment in lieu of the notice above will be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
- (c) The period of notice required by this subclause to be given will be deemed to be service with the employer for the purposes of the *Long Service Leave Act 1955*, the *Annual Holidays Act 1944*, or any Act amending or replacing either of these Acts.

(vii) Time Off During the Notice Period

- (a) During the period of notice of termination given by the employer an employee will be allowed up to one day's time off without loss of pay during each week of notice, to a maximum of five weeks, for the purposes of seeking other employment.
- (b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee will, at the request of the employer, be required to produce proof of attendance at an interview or the employee will not receive payment for the time absent.

(viii) Employee Leaving During the Notice Period

If the employment of an employee is terminated (other than for misconduct) before the notice period expires, the employee will be entitled to the same benefits and payments under this clause had the employee remained with the employer until the expiry of such notice. Provided that in such circumstances the employee will not be entitled to payment in lieu of notice.

(ix) Statement of Employment

The employer will, upon receipt of a request from an employee whose employment has been terminated, provide to the employee a written statement specifying the period of the employee's employment and the classification of or the type of work performed by the employee.

(x) Notice to Centrelink

Where a decision has been made to terminate the employment of employees, the employer will notify Centrelink thereof as soon as possible giving relevant information including the number and categories of the employees likely to be affected and the period over which the terminations are intended to be carried out.

(xi) Centrelink Separation Certificate

The employer will, upon receipt of a request from an employee whose employment has been terminated, provide to the employee an 'Employment Separation Certificate' in the form required by Centrelink.

(xii) Transfer to Lower Paid Duties

Where an employee is transferred to lower paid duties for reasons set out in paragraph (a) of subclause (ii), of this clause, the employee will be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment had been terminated, and the employer may at the employer's option make payment in lieu thereof of an amount equal to the difference between the former ordinary time rate of pay and the new ordinary time rates for the number of weeks of notice still owing.

(xiii) Severance Pay

Where the employment of an employee is to be terminated pursuant to subclause (v) of this clause, subject to further order of the Industrial Relations Commission, the employer will pay the following severance pay in respect of a continuous period of service:

- (a) If an employee is under 45 years of age, the employer will pay in accordance with the following scale:

Years of Service	Under 45 Years of Age Entitlement
Less than 1 year	Nil
1 year and less than 2 years	4 weeks
2 years and less than 3 years	7 weeks
3 years and less than 4 years	10 weeks
4 years and less than 5 years	12 weeks
5 years and less than 6 years	14 weeks
6 years and over	16 weeks

- (b) Where an employee is 45 years old or over, the entitlement will be in accordance with the following scale:

Years of Service	45 Years of Age & Over Entitlement
Less than 1 year	Nil
1 year and less than 2 years	5 weeks
2 years and less than 3 years	8.75 weeks
3 years and less than 4 years	12.5 weeks
4 years and less than 5 years	15 weeks
5 years and less than 6 years	17.5 weeks
6 years and over	20 weeks

- (c) 'Weeks Pay' means the all purpose rate of pay for the employee concerned at the date of termination, and will include, in addition to the ordinary rate of pay, over award payments, shift penalties and all purpose allowances paid in accordance with this award.

(xiv) Incapacity to Pay

Subject to an application by the employer and further order of the Industrial Relations Commission, an employer may pay a lesser amount (or no amount) of severance pay than that contained in subclause (xiii) of this clause.

The Industrial Relations Commission will have regard to such financial and other resources of the employer concerned as the Industrial Relations Commission thinks relevant, and the probable effect paying the amount of severance pay in subclause (xiii) of this clause will have on the employer.

(xv) Alternative Employment

Subject to an application by the employer and further order of the Industrial Relations Commission, an employer may pay a lesser amount (or no amount) of severance pay than that contained in subclause (xiii) of this clause if the employer obtains acceptable alternative employment for an employee.

(xvi) Procedures Relating to Grievances

Grievances relating to individual employees will be dealt with in accordance with clause 33, Dispute Settling Procedure, of this award.

28. In-Service - Pre-Schools and Out of School Hours Care Centres

- (i) This clause will apply only to pre-schools operating 41 weeks per year and out of school hours care centres operating 41 weeks per year.
- (ii) Employees may be required to attend in-service courses totalling up to an accrued value time of 38 hours duration in any calendar year. In computing attendance at in-service courses, each year will stand alone.
- (iii) Attendance at such in-service courses may be during stand-down (non-term) time.
- (iv) An employee attending in-service courses outside his or her ordinary hours of work will accrue such hours as 'accrued value time' at the rate of one and a half hours accrued for each of the first two hours of such in-service attended and two hours accrued for each additional hour of in-service attendance thereafter. In computing 'accrued value time' each day's in-service will stand alone.

Such 'accrued value time' will count towards hours of attendance at in-service courses in accordance with subclause (ii) of this clause.

29. Meetings and Activities

An employee may be required to attend up to a maximum of two hours per month and co-ordinators up to four hours per month where such time involves parental meetings, staff meetings and other duties not including the

supervision of children without any payment being due. Part-time employees may be required to attend such meetings outside of ordinary hours on a pro rata basis.

Any hours required to be worked in excess of those specified above will be paid in accordance with clause 12, Overtime, of this award.

30. Professional Development, Training and Planning

- (a) Employees are responsible for ensuring that they are aware of new developments in early childhood education. However, the parties recognise that continuing professional development of employees is a joint responsibility of both the employer and the employee.
- (b) The employer may request an employee to attend any courses in non-term time or after hours relating to professional development, training and planning. The employee cannot unreasonably refuse to attend such courses, provided that a full-time employee who receives no more than four weeks' annual leave in a calendar year will receive time in lieu for time spent at any courses outlined in this clause.
- (c) Any dispute in relation to attendance will be dealt with in accordance with clause 35, Dispute Settling Procedure of this award.

31. Examination and Study Leave

An employee who for the purpose of obtaining the Certificate III in Children's Services or the Diploma in Children's Services enrolls at a College of Technical and Further Education will be granted leave with pay on the day of any examination required in the course. Provided that such leave of absence will only be approved where a month's prior notice is given to enable alternate staffing arrangements to be effected.

32. Supported Wage

Definition:

- (i) This clause defines the conditions which will apply to employees who because of the effects of a disability are eligible for a supported wage under the terms of this award. In the context of this clause, the following definitions will apply:
 - (a) "Supported wage system" means the Commonwealth Government system to promote employment for people who cannot work at full award wages because of a disability, as documented in "(Supported Wage System: Guidelines and Assessment Process)".
 - (b) "Accredited assessor" means a person accredited by the management unit established by the Commonwealth under the Supported Wage System to perform assessments of an individual's productive capacity within the Supported Wage System.
 - (c) "Disability support pension" means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the *Social Security Act* 1991, as amended from time to time, or any successor to that scheme.
 - (d) "Assessment instrument" means the form provided for under the Supported Wage System that records the assessment of the productive capacity of the person to be employed under the Supported Wage System.

Eligibility criteria

- (ii) Employees covered by this clause will be those who are unable to perform the range of duties to the competence level required within the class of work for which the employee is engaged under this award, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of Disability Support Pension.

(The clause does not apply to any existing employee who has a claim against the employer which is subject to the provisions of workers' compensation legislation or any provision of this award relating to the rehabilitation of employees who are injured in the course of their current employment).

(The award does not apply to employers in respect of their facility, program, undertaking, service or the like which receives funding under the *Disability Services Act* 1986 and fulfils the dual role of service provider and sheltered employer to people with disabilities who are in receipt of, or eligible for, a disability support pension, except with respect to an organisation which has received recognition under section 10 or section 12A of the Act, or if a part only has received recognition, that part).

Supported Wage Rates

- (iii) Employees to whom this clause applies will be paid the applicable percentage of the rate of pay prescribed by this award for the class of work which the person is performing according to the following schedule:

Assessed Capacity Rate (Subclause (d))	% of Prescribed Award
*10%	10%
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

Provided that the amount payable will not be less than \$45.00 per week.

*Where a person's assessed capacity is ten percent, they will receive a high degree of assistance and support.

Assessment of capacity

- (iv) For the purpose of establishing the percentage of the award rate to be paid to an employee under this award, the productive capacity of the employee will be assessed in accordance with the Supported Wage System and documented in an assessment instrument by either:
- the employer and the union party to the award, in consultation with the employee or, if desired by any of these.
 - the employer and an accredited Assessor from a panel agreed by the parties to the award and the employee.

Lodgement of assessment instrument

- (v)
- All assessment instruments under the condition of this clause, including the appropriate percentage of the award wage to be paid to the employee, will be lodged by the employer with the Registrar of the Industrial Relations Commission.
 - All assessment instruments will be agreed and signed by the parties to the assessment, provided that where the union which is party to the award/agreement, is not a party to the assessment, it will be referred by the Registrar to the union by certified mail and will take effect unless an objection is notified to the Registrar within ten working days.

Review of Assessment

- (vi) The assessment of the applicable percentage should be subject to annual review or earlier on the basis of a reasonable request for such a review. The process of review will be in accordance with the procedures for assessing capacity under the Supported Wage System.

Other Terms and Conditions of Employment

- (vii) Where an assessment has been made, the applicable percentage will apply to the wage rate only. Employees covered by the provisions of the clause will be entitled to the same terms and conditions of employment as all other employees covered by this award paid on a pro rata basis.

Workplace Adjustment

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

Trial Period

- (ix)
 - (a) In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provision of this clause for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.
 - (b) During the trial period the assessment of capacity will be undertaken and the proposed wage rate for a continuing employment relationship will be determined.
 - (c) The minimum amount payable to the employee during the trial period will be no less than \$45.00 per week.
 - (d) Work trials should include induction or training as appropriate to the job being trialled.
 - (e) Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment will be entered into based on the outcome of assessment under subclause (iv) of this clause.

33. Superannuation

A. Definitions

- (i) "CARE" means Care Superannuation.
- (ii) "HESTA" means the Health Employees Superannuation Trust Australia, constituted by deed made 30 July 1987.
- (iii) "Union" means United Workers' Union, New South Wales Branch.
- (iv) "Eligible employee" means a full-time employee engaged under the terms and conditions of this Award.
- (v) "Ordinary time earnings" means the weekly rate of pay for the employee's classification (including leading hand allowances, broken shift allowance, excess fares allowance, toilet cleaning allowance, qualification allowances and shift work premiums) and any overaward payments for ordinary hours of work.

B. Fund

- (i) For the purposes of this clause, contributions made by employers will be made as follows:
 - (a) the employer will offer each employee a choice between H.E.S.T.A., CARE or another superannuation fund of their choice
 - (b) the employee will nominate the fund into which contributions will be made.
- (ii) Each employer bound by this award will sign and execute an agreement to become a participating employer to either H.E.S.T.A., CARE or other superannuation fund dependent upon the fund chosen by the employee.
- (iii) Each employer bound by this award will become party to H.E.S.T.A., CARE or other superannuation fund upon the acceptance of the respective Trustee of a Deed of Adoption, duly signed and executed by each employer and the respective Trustee.
- (iv) An employee will become eligible to join their nominated superannuation fund in accordance with the following:
 - (a) in the case of an employee who is employed at 1 July 1988, from the beginning of the first pay period commencing on or after 1 July 1988, and
 - (b) in the case of an employee employed after 1 July 1988, from the beginning of the first pay period commencing on or after the employee's date of engagement.
- (v) An employer will take all necessary steps to ensure an eligible employee becomes a member of the fund.

C. Contributions

- (i) Each employer will pay to the respective Trustee in respect of each eligible employee an amount equal to three per centum of employee's ordinary time earnings for all ordinary hours worked from the date the employee becomes eligible in accordance with subclause (iv) of clause 3, Definitions, of this award.
- (ii) A pro-rata deduction will be made from the weekly contribution payable for any unauthorised absence of at least one day's duration.
- (iii) An employer will not be required to contribute during any period of unpaid leave - such as unpaid sick leave, maternity leave or the like, or periods of workers compensation beyond the expiry of any entitlement to full pay in accordance with the *Workers Compensation Act 1987*. Further an employer will not be required to make additional contributions in respect of annual leave paid out on termination.
- (iv) Contributions will be made at the end of each calendar month for periods of employment worked during that month.
- (v) Notwithstanding the date upon which an employee signs an Application Form, contributions in accordance with subclause (I) of this clause will be made from the date when the employee became eligible for membership.

D. Records

The employer will retain all records relating to the calculation of payments due to the fund/s in respect of each employee and such records will be retained for a period of six years.

E. Exemptions

Employers of employees who are contributions or eligible to become contributors to the following Superannuation Funds or any scheme/s replacing such Funds will be exempt from the provisions of this Award:

State Superannuation Fund

State Public Service Superannuation Scheme

Public Authorities Superannuation Scheme

34. Anti-Discrimination

- (i) It is the intention of the parties bound by this award to seek to achieve the object in section 3(f) of the *Industrial Relations Act* 1996 to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital or domestic status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- (ii) It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the award which, by its terms or operation, has a direct or indirect discriminatory effect.
- (iii) Under the *Anti-Discrimination Act* 1977, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- (iv) Nothing in this clause is to be taken to affect:
 - (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
 - (b) offering or providing junior rates of pay to persons under 21 years of age;
 - (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act* 1977;
 - (d) a party to this award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- (v) This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

Notes

- (a) Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
- (b) Section 56(d) of the *Anti-Discrimination Act* 1977 provides:

"Nothing in the Act affects ... any other act or practice of a body established to propagate religion that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion."

35. Dispute Settling Procedure

The parties agree that, subject to the provisions of the New South Wales *Industrial Relations Act* 1996, all grievances, claims or disputes will be dealt with in the following manner so as to ensure the orderly settlement of the matters in question.

- (i) Any grievance or dispute which arises will, where possible, be settled by discussion on the job between the employee(s) and the employee's immediate supervisor.
- (ii) If the matter is not resolved at this level, it will be further discussed between the affected employee(s), the union delegate (if any) or contact and the employer. Both the employer's industrial representative and the employee's union representative may be notified.
- (iii) If no agreement is reached the union representative or contact will discuss the matter with the employer's nominated industrial relations representative.
- (iv) Whilst the foregoing procedure is being followed work will continue normally. No party will be prejudiced as to the final settlement by the continuance of work in accordance with this subclause.
- (v) Should the matter still not be resolved it may be referred by the parties to the Industrial Relations Commission of New South Wales for settlement.

36. Salary Packaging

- (i) Where agreed between the employer and a full-time or part-time employee, an employer may offer salary packaging in respect of salary. Neither the employer nor the employee may be compelled to enter into a salary packaging agreement.
- (ii) Salary packaging will mean that the employee will have part of their salary packaged into a fringe benefit which does not constitute a direct payment to the employee but is payable to a bona fide third party.
- (iii) The terms and conditions of such a package will not, when viewed objectively, be less favourable than the entitlements otherwise available under this award and will be subject to the following provisions:
 - (a) the employer will ensure that the structure of any agreed remuneration package complies with taxation and other relevant legislation;
 - (b) where there is an agreement to salary package, the agreement will be in writing and made available to the employee;
 - (c) the employee will have access to details of the payments and transactions made on their behalf. Where such details are maintained electronically, the employee will be provided with a printout of the relevant information;
 - (d) the employer has the right to vary or withdraw from a salary packaging agreement and/or withdraw from offering salary packaging in the event of changes to the operation of legislation that are detrimental to, or increase the costs of, salary packaging arrangements;
 - (e) prior to entering into any salary packaging agreements, the employee will be given the opportunity by the employer to seek independent advice in respect of salary package arrangements including advice from the union;
 - (f) in the event that the employer withdraws from a salary packaging agreement, the individual employee's salary will revert to whichever is the higher of:
 - (i) the ordinary time rate of pay that applied to the employee prior to the commencement of the salary packaging agreement; or
 - (ii) the applicable rate specified in Part B, Monetary Rates, of this Award.
 - (g) notwithstanding any of the above arrangements, the employer or employee may cancel any salary packaging agreements by the giving of one month's notice of cancellation to the other party;

- (h) Superannuation Guarantee Contributions will be calculated with reference to the ordinary time rate of pay the employee would have been entitled to receive but for the salary packaging arrangement;
- (i) any allowance, penalty rates, overtime, payment for unused leave entitlements will be calculated by reference to the ordinary time rate of pay which would have applied to the employee but for the salary packaging arrangement
- (j) unless there is agreement between the employer and the employee to the contrary, all salary packaging arrangements will cease during any period of leave without pay, including periods of unpaid sick leave.

37. Area, Incidence and Duration

This award is made following a review conducted as part of the State Wage Case 2024 and rescinds and replaces the Miscellaneous Workers' Kindergartens and Child Care Centres, &c. (State) Award made on 19 October 2021 and published on 17 June 2022 (392 I.G. 235), as varied and published on 6 June 2025 (397 I.G. 2810).

It will apply to all persons of the classes herein provided for within the jurisdiction of the Kindergartens, &c. (State) Industrial Committee.

This award will take effect on and from 1 July 2024 and remain in force until 30 June 2025.

The changes made to the award pursuant to the State Wage Case 2023 pursuant to sections 50 and 52 of the *Industrial Relations Act 1996* take effect on and from 16 December 2023.

PART B

MONETARY RATES

TABLE 1A

WAGES - SUPPORT WORKER CLASSIFICATIONS

Classification	Rate at 16/12/2023 \$ 5.75%	Rate at 1/7/2024 \$ 3.75%
Support Worker	882.80	975.00
Support Worker (Qualified Cook)	894.90	1032.30

TABLE 1B

NEW WAGES - CHILD CARE CLASSIFICATIONS IN LONG DAY CARE

Level	Step	Rate at 16/12/2023 \$ 5.75%	Rate at 1/7/2024 \$ 3.75%
CCW	1	999.50	1,037.00
	2	1007.80	1,045.60
	3	1015.70	1,053.80
	4	1023.90	1,062.30
	5	1033.60	1,072.40
ACCW	1	1043.30	1,082.40
	2	1063.70	1,103.60
	3	1098.70	1,139.90

ACCWQ	1	1117	1,216.00
	2	1231	1,277.20
	3	1290.80	1,339.20
	4	1355	1,405.80
Asst Co-ord		1138.70	1,308.30
Asst Co-ord Qual		1279.20	1,327.20
Co-Ord OOSH	L1	1220.10	1,308.30
Co-Ord LDC	L2	1239.40	1,502.80
	L3	1291.20	1,592.00
	L4	1342.70	1,647.80
Co-Ord Qual OOSH		1490.80	1,592.00
Co-Ord Qual LDC	L2	1520.50	1,577.50
	L3	1561.60	1,620.20
	L4	1613.20	1,673.70

TABLE 1C

NEW WAGES - CHILD CARE CLASSIFICATIONS IN PRE-SCHOOLS

Level	Step	Rate at 16/12/2023 \$ 5.75%	Rate at 1/7/2024 \$ 3.75%
CCW	1	963.50	999.60
	2	971.40	1,016.40
	3	979	1,024.40
	4	986.80	1,032.60
	5	996.30	1,043.50
ACCW	1	1005.60	1,043.30
	2	1026.20	1,067.90
	3	1057.70	1,101.50
ACCWQ	1	1077.70	1,216.00
	2	1185.90	1,234.60
	3	1243.20	1,289.80
	4	1305.30	1,354.20
Asst Co-ord		1097.40	1,308.30
Asst Co-ord Qual		1334	1,384.00
Co-ord OOSH	L1	1180.50	1,308.30
Co-Ord Pre-School	L2	1210.60	1,502.80
	L3	1251.80	1,592.00
	L4	1303.40	1,647.80
Co-Ord Qual OOSH		1441.10	1,592.00
Co-Ord Qual Pre-Sch	L2	1470.90	1,526.10
	L3	1512	1,592.00
	L4	1563.50	1,647.80

TABLE 2**Additional Rates and Allowances**

Item No.	Clause No.	Brief Description	Amount 16/12/2023 \$	Amount 1/07/2024 \$
1	10(ii)(a)	Broken Shift	88.3 Per week	91.60 Per week
			17.7 Per day	18.40 per day
2	10(ii)(b)	Excess Fares	12.1	12.60
3	10(iii)	Uniform:		
		Laundry Allowance	6.2	6.40
4	10(iv)	Cooks Uniforms:		
		Laundry Allowance	10.20	10.60
5	10(vi)(a)	Qualification Allowance Commercial		
		Cookery Basic Certificate	9.00	9.40
6	10(vi)(b)	Hotel & Restaurant Cookery Certificate	18.40	19.10
7	12(iv)	Meal Money	9.80	10.20
8	10(ix)	Authorised Supervisor	47.8 Weekly	49.60 Weekly
			9.60 Daily	9.95 Daily

Note: The rates at Table 1A, Table 1B, Table 1C and Table 2 reflect the adjustments made to the wage and wage related allowances of the awards listed in Annexure B to the orders made in the State Wage Case 2024.

APPENDIX A**RECORD OF CASUAL EMPLOYMENT****EMPLOYEE'S RECORD TO BE MAINTAINED BY EMPLOYEE**

1. Name:
2. Number of years of training:
3. Name of qualification:
4. Year of attainment of this qualification:

Period of engagement (from date to date)	No. of days/hours worked in total, classification; years trained & step	Name, address & telephone number of Centre	Signed by Centre Director (signature, date & name)

APPENDIX B**PARENTAL LEAVE**

Set out below are the provisions relating to Parental Leave contained in Part 4, Chapter 2, of the *Industrial Relations Act 1996*.

Division 1 - Parental Leave Generally

53. Employees to Whom Part Applies

This Part applies to all employees, including part time employees, but does not apply to casual or seasonal employees.

54. Entitlement to Unpaid Parental Leave

- (1) An employee is entitled to a total of 52 weeks unpaid parental leave in connection with the birth or adoption of a child, as provided by this Part.
- (2) Parental leave is not to extend beyond 1 year after the child was born or adopted.

Note: See also Part 5 relating to entitlements to part time work agreements.

55. What is Parental Leave?

- (1) For the purposes of this Part, parental leave is maternity leave, paternity leave or adoption leave.
- (2) Maternity leave is taken by a female employee in connection with the pregnancy or the birth of a child of the employee. Maternity leave consists of an unbroken period of leave.
- (3) Paternity leave is leave taken by a male employee in connection with the birth of a child of the employee or of the employee's spouse. Paternity leave consists of:
 - (a) an unbroken period of up to one week at the time of the birth of the child or other termination of the pregnancy (short paternity leave), and
 - (b) a further unbroken period in order to be the primary care-giver of the child (extended paternity leave).
- (4) Adoption leave is leave taken by a female or male employee in connection with the adoption by the employee of a child under the age of 5 years (other than a child who has previously lived continuously with the employee for a period of at least 6 months or who is a child or step child of the employee or of the employee's spouse). Adoption leave consists of:
 - (a) an unbroken period of up to 3 weeks at the time of the placement of the child with the employee (short adoption leave), and
 - (b) a further unbroken period in order to be the primary care giver of the child (extended adoption leave).
- (5) For the purposes of this Part, spouse includes a de facto spouse.

Note: Employees are also entitled to special maternity leave for recovery from a termination of pregnancy or illness related to pregnancy (section 71) and to special adoption leave up to 2 days to attend interviews or examinations for the purposes of adoption (section 72). The requirement of unbroken periods of leave is subject to section 63 (employee and employer may agree to interruption of parental leave by return to work).

56. This Part Provides Minimum Entitlements

- (1) This Part sets out the minimum entitlements of employees to parental leave.
- (2) The provisions of an industrial instrument, contract of employment or other agreement (whether made or entered into before or after the commencement of this Part) do not have effect to the

extent that they provide an employee with a benefit that is less favourable to the employee than the benefit to which the employee is entitled under this Part.

57. Length of Service for Eligibility

- (1) An employee is entitled to parental leave only if the employee has had at least 12 months of continuous service with the employer.
- (2) Continuous service is service under one or more unbroken contracts of employment, including:
 - (a) any period of authorised leave or absence, and
 - (b) any period of part time work.

Note: Under Part 8 of this Chapter a period of service in the business of a former employer counts as service with a new employer to whom the business concerned has been transferred.

58. Notices and Documents Required to be Given to Employer

(1) Maternity Leave

The notices and documents to be given to the employer for the purposes of taking maternity leave are as follows:

- (a) The employee should give a least 10 weeks' written notice of the intention to take the leave.
- (b) The employee must, at least 4 weeks before proceeding on leave, give written notice of the dates on which she proposes to start and end the period of leave.
- (c) The employee must, before the start of leave, provide a certificate from a medical practitioner confirming that she is pregnant and the expected date of birth.
- (d) The employee must, before the start of leave, provide a statutory declaration by the employee stating, if applicable, the period of any paternity leave sought or taken by her spouse.

(2) Paternity Leave

The notices and documents to be given to the employer for the purposes of taking paternity leave are as follows:

- (a) In the case of extended paternity leave, the employee should give at least 10 weeks' written notice of the intention to take the leave.
- (b) The employee must, at least 4 weeks before proceeding on leave, give written notice of the dates on which he proposes to start and end the period of leave.
- (c) The employee must, before the start of leave, provide a certificate from a medical practitioner confirming that his spouse is pregnant and expected date of birth.
- (d) In the case of extended paternity leave, the employee must, before the start of leave, provide a statutory declaration by the employee stating:
 - (i) if applicable, the period of any maternity leave sought or taken by his spouse, and
 - (ii) that he is seeking that period of extended paternity leave to become the primary care giver of a child.

(3) Adoption Leave

The notices and documents to be given to the employer for the purposes of taking adoption leave are as follows:

- (a) In the case of extended adoption leave, the employee should give written notice of any approval or other decision to adopt a child at least 10 weeks before the expected date of placement.
- (b) The employee must give written notice of the dates on which the employee proposes to start and end the period of leave, as soon as practicable after the employee is notified of the expected date of placement of the child but at least 14 days before proceeding on leave.
- (c) The employee must, before the start of leave, provide a statement from an adoption agency or another appropriate body of the expected date of placement of the child with the employee for adoption purposes.
- (d) In the case of extended adoption leave, the employee must, before the start of leave, provide a statutory declaration by the employee stating:
 - (i) if applicable, the period of any adoption leave sought or taken by his or her spouse, and
 - (ii) that the employee is seeking that period of extended adoption leave to become the primary care giver of a child.
- (4) An employee does not fail to comply with this section if the failure was caused by:
 - (a) the child being born (or the pregnancy otherwise terminating) before the expected date of birth, or
 - (b) the child being placed for adoption before the expected date of placement, or if it was not otherwise reasonably practicable to comply in the circumstances.

In the case of the birth of a living child, notice of the period of leave is to be given within 2 weeks after the birth and the certificate of the medical practitioner is to state that the child was born and the date of birth. In the case of the adoption of a child, notice of the period of leave is to be given within 2 weeks after the placement of the child.

- (5) An employee must notify the employer of any change in the information provided under this section within 2 weeks after the change.
- (6) If required by the employer, an employee who applies for parental leave is to give the employer a statutory declaration, or enter into an agreement with the employer, that for the period of the leave the employee will not engage in any conduct inconsistent with the employee's contract of employment.

59. Continuity of Service

- (1) Parental leave does not break an employee's continuity of service, but is not to be taken into account in calculating an employee's period of service for any purpose.
- (2) However, parental leave counts as service for any purpose authorised by law or by any industrial instrument or contract of employment.

60. Parents not to take Parental Leave at the same time

- (1) An employee is not entitled to parental leave at the same time as his or her spouse is on parental leave under this Part.

- (2) If this section is contravened the period of parental leave to which the employee is entitled under this Part is reduced by the period of leave taken by his or her spouse.
- (3) This section does not apply to short paternity leave or short adoption leave.

61. Cancellation of Parental Leave

(1) Before Starting Leave

Parental leave applied for but not commenced is automatically cancelled if:

- (a) the employee withdraws the application for leave by written notice to the employer, or
- (b) the pregnancy concerned terminates other than by the birth of a living child or the placement of the child concerned does not proceed.

(2) After Starting Leave

If:

- (a) the pregnancy of an employee or an employee's spouse terminates other than by the birth of a living child while the employee or spouse is on parental leave, or
- (b) the child in respect of whom an employee is then on parental leave dies, or
- (c) the placement of a child for adoption purposes with an employee then on adoption leave does not proceed or continue, the employee is entitled to resume work at a time nominated by his or her employer within 2 weeks after the date on which the employee gives his or her employer a notice in writing stating that the employee intends to resume work and the reason for the intended resumption.

(3) Special Leave not Affected

This section does not affect an employee's entitlement to special maternity leave under section 71.

62. Parental Leave and Other Leave

- (1) An employee may take any annual leave or long service leave (or any part of it) to which the employee is entitled instead of or in conjunction with parental leave.
- (2) However, the total period of leave cannot be so extended beyond the maximum period of parental leave authorised by this Part.
- (3) Any paid sick leave or other paid absence authorised by law or by an industrial instrument or contract of employment is not available to an employee on parental leave, except if the paid absence is annual leave or long service leave or with the agreement of the employer.

63. Employee and Employer may agree to Interruption of Parental Leave by Return to Work

- (1) An employee on parental leave may, with the agreement of the employer, break the period of leave by returning to work for the employer, whether on a full time, part time or casual basis.
- (2) The period of leave cannot be extended by such a return to work beyond the maximum period of leave authorised by this Part.

- (3) Nothing in this section affects any other work undertaken by the employee during parental leave.

Note: - Section 58(6) requires the employee when taking parental leave to provided the employer with a statutory declaration, or enter into an agreement with the employer, that the employee will not engage during leave in any conduct inconsistent with the employee's contract.

64. Extension of Period of Parental Leave

- (1) An employee may extend the period of parental leave once only by giving the employer notice in writing of the extended period at least 14 days before the start of the extended period. The period of leave cannot be extended by such a notice beyond the maximum period of leave authorised by this Part.
- (2) An employee may extend the period of parental leave at any time with the agreement of the employer. The period of leave can be extended by such an agreement beyond the maximum period of leave authorised by this Part.
- (3) This section applies to an extension of leave while the employee is on leave or before the employee commences leave.

65. Shortening of Period of Parental Leave

An employee may shorten the period of parental leave with the agreement of the employer and by giving the employer notice in writing of the shortened period at least 14 days before the leave is to come to an end.

66. Return to Work after Parental Leave

- (1) An employee returning to work after a period of parental leave is entitled to be employed in:
- (a) the position held by the employee immediately before proceeding on that leave, or
 - (b) if the employee worked part time because of the pregnancy before proceeding on maternity leave - the position held immediately before commencing that part time work, or
 - (c) if the employee was transferred to a safe job under section 70 before proceeding on maternity leave - the position held immediately before the transfer.
- (2) If the position no longer exists but there are other positions available that the employee is qualified for and is capable of performing, the employee is entitled to be employed in a position as nearly as possible comparable in status and pay to that of the employee's former position.
- (3) This section extends to a female employee returning to work after a period of leave under section 71 (special maternity leave and sick leave).
- (4) An employer who does not make available to an employee a position to which the employee is entitled under this section is guilty of an offence.

Maximum penalty: 100 penalty units.

Note: - An employee returning to work after parental leave may also have an entitlement to work part time under an industrial instrument or a part time work agreement under Part 5.

Division 2 - Miscellaneous Provisions

67. Employer's Obligations

- (1) Information to employees on becoming aware that an employee (or an employee's spouse) is pregnant, or that an employee is adopting a child, an employer must inform the employee of:
 - (a) the employee's entitlements to parental leave under this Part, and
 - (b) the employee's obligations to notify the employer of any matter under this Part.

An employer cannot rely on an employee's failure to give a notice or other document required by this Part unless the employer establishes that this subsection has been complied with in relation to the employee.

- (2) Records an employer must keep, for at least 6 years, a record of parental leave granted under this Part to employees and all notices and documents given under this Part by employees or the employer.

Maximum penalty: 20 penalty units.

68. Termination of Employment Because of Pregnancy or Parental Leave

- (1) An employer must not terminate the employment of an employee because:
 - (a) the employee or employee's spouse is pregnant or has applied to adopt a child, or
 - (b) the employee or employee's spouse has given birth to a child or has adopted a child, or
 - (c) the employee has applied for, or is absent on, parental leave, but otherwise the rights of an employer in relation to termination of employment are not affected by this Part.

Maximum penalty: 100 penalty units.

- (2) For the purposes of establishing such a termination of employment, it is sufficient if it is established that the alleged reason for termination was one of two or more reasons for termination.
- (3) This section does not affect any other rights of a dismissed employee under this or any other Act or under any industrial instrument or contract of employment, or the rights of an industrial organisation representing such an employee.

Note: A dismissed employee may also make a claim under Part 6 (unfair dismissals).

69. Replacement Employees

- (1) A replacement employee is a person who is specifically employed as a result of an employee proceeding on parental leave (including as a replacement for an employee who has been temporarily promoted or transferred in order to replace the employee proceeding on parental leave).
- (2) Before a replacement employee is employed, the employer must inform the person of the temporary nature of the employment and of the rights of the employee on parental leave to return to work.

Maximum penalty: 50 penalty units.

- (3) A reference in this section to an employee proceeding on parental leave includes a reference to a pregnant employee exercising a right under section 70 to be transferred to a safe job.

70. Transfer to a Safe Job

- (1) This section applies whenever the present work of a female employee is, because of her pregnancy or breastfeeding, a risk to the health or safety of the employee or of her unborn or new

born child. The assessment of such a risk is to be made on the basis of a medical certificate supplied by the employee and of the obligations of the employer under the *Occupational Health and Safety Act 1983*.

- (2) The employer is to temporarily adjust the employee's working conditions or hours of work to avoid exposure to that risk.
- (3) If such an adjustment is not feasible or cannot reasonably be required to be made, the employer is to transfer the employee to other appropriate work that:
 - (a) will not expose her to that risk and
 - (b) is as nearly as possible comparable in status and pay to that of her present work.
- (4) If such a transfer is not feasible or cannot reasonably be required to be made, the employer is to grant the employee maternity leave under this Part (or any available paid sick leave) for as long as is necessary to avoid exposure to that risk, as certified by a medical practitioner.
- (5) An employer who does not comply with any obligation imposed on the employer by this section is guilty of an offence.

Maximum penalty (subsection (5)): 50 penalty units.

71. **Special Maternity Leave and Sick Leave** If the pregnancy of an employee terminates before the expected date of birth (other than by the birth of a living child), or she suffers illness related to her pregnancy, and she is not then on maternity leave:
 - (a) the employee is entitled to such period of unpaid leave (to be known as special maternity leave) as a medical practitioner certifies to be necessary before her return to work, or
 - (b) the employee is entitled to such paid sick leave (either instead of or in addition to special maternity leave) as she is then entitled to and as a medical practitioner certifies to be necessary for her return to work.
72. **Special Adoption Leave** An employee who is seeking to adopt a child is entitled to up to 2 days unpaid leave if the employee requires that leave to attend compulsory interviews or examinations as part of the adoption procedure.

KINDERGARTENS, &c, (STATE) INDUSTRIAL COMMITTEE

Industries and Callings

All persons employed in or in connection with child care, child minding centres, day nurseries and pre-school kindergartens in the State, excluding the County of Yancowinna; excepting -

Persons employed as teachers or teachers in training but not excepting unqualified teachers' aides, helpers or assistants;

Persons employed as teachers' aides in pre-school kindergartens and nurseries within the grounds of public schools;

Persons employed by the Department of Corrective Services;
Drivers of vehicles;

Employees of all city, municipal, shire and county councils;

Employees in child minding centres in public hospitals;

and excepting also employees within the jurisdiction of the following Conciliation Committees -

Private Hospital Employees (State);

Trained Nurses, &c. Other Than In Hospitals, &c, (State);

Voluntary Care Association Employees (State).

I. TAYLOR *J.*, *President*
D. CHIN *J.*, *Vice President*
J. PAINGAKULAM *J.*, *Deputy President*
N. CONSTANT, *Senior Commissioner*
J. MCDONALD, *Commissioner*

Printed by the authority of the Industrial Registrar.

ENTERTAINMENT AND BROADCASTING INDUSTRY - LIVE THEATRE AND CONCERT (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Industrial Relations Secretary.

(Case No. 211169 of 2024)

Before The Honourable Justice Taylor
The Honourable Justice Chin
The Honourable Justice Paingakulam
Senior Commissioner Constant
Commissioner McDonald

5 August 2025

VARIATION

1. Delete clause 12, Traineeships from the arrangement and renumber subsequent clause numbers accordingly, of the award published 29 July 2022 (392 I.G. 482) and reprinted 26 June 2025 (397 I.G. 3023).
2. Delete the words “(Relativity to classification C10 of the Metal Industry Award - 90%)” in subclauses 3.8 to 3.14 of clause 3, Definitions.
3. Delete subclause 5.2 of clause 5, Who is Bound by this Award, and insert in lieu thereof the following:
 - 5.2 The following are exempt from the provisions of this award:
 - 5.2.1 Registered clubs, hotels and restaurants (excluding theatre restaurants).
 - 5.2.2 Wollongong Entertainment Centre.
 - 5.2.3 All persons excluding performers directly employed by the relevant operators in operational, maintenance and administrative functions at the Homebush Bay Olympic games sporting and recreation complexes, ticketing agencies operating out of venues or industries covered by the AWU in the memorandum of understanding between the AWU, ALHMWU and the MEAA.
4. Delete subclause 6.2 of clause 6, Relationship with Other Awards, and insert in lieu thereof the following:
 - 6.2 The changes made to the award are following a review conducted as part of the State Wage Case 2024 and variations made as part of that review take effect from 1 September 2024
5. Delete clause 12, Traineeships of the award and renumber the remaining clauses accordingly.
6. Substitute the year "2021" with "2024" in subclause 16.3 of clause 16, Classifications and Wage Rates.
7. Delete clause 20, Superannuation (formerly clause 21) and insert in lieu thereof the following:

20. Superannuation

- 20.1 The subject of superannuation is dealt with by the relevant Commonwealth legislation governing the superannuation rights and obligations of the parties.
- 20.2 For the purposes of this clause the normal gross rate of pay refers to:

- 20.2.1 In the case of weekly employees, the usual gross weekly earnings of a weekly employee including all over award payments; Rostered Day Off payments; Sunday where such Sunday is part of the employee's ordinary working week; or the contracted weekly rate of pay including any penalties or loadings where such penalties and loadings are part of the employee's contracted weekly rate. Provided that such rates will exclude overtime and penalty payments other than as provided for above, reimbursement allowances, broadcast allowances and annual leave loading.
- 20.2.2 Contracted weekly rate includes payment in accordance with an agreement involving a specified number of hours of work in excess of the ordinary hours prescribed by the award whether for the whole or a portion of the engagement.
- 20.2.3 In the case of casual employees, the actual gross earnings of such employee but not including any reimbursement allowances or broadcast allowances.
- 20.3 Superannuation contributions remain payable pursuant to this clause notwithstanding that an employee is absent from work on approved sick leave, annual leave, long service leave or other paid leave. Contributions also remain payable in respect of an absence which is the consequence of a bona fide worker's compensation claim.
- 20.4 The superannuation contribution will:
- 20.4.1 In the case of weekly employees, be paid no later than seven days following the end of the last pay period in any month.
- 20.4.2 In the case of casual employees' payments will be made no later than 30 days following the engagement.
8. Delete Part 9 - Monetary Rates, and insert in lieu thereof the following:

PART 9 - MONETARY RATES

Table 1 - Rates of Pay

	Previous Rate \$ State Wage Case 2023 (5.75%) from first full pay period 1 September 2023	Current Rate \$ State Wage Case 2024 (3.75%) from first full pay period 1 September 2024
Theatrical Employee Level 1	882.80	915.91
Theatrical Employee Level 2	935.10	970.17
Theatrical Employee Level 3	967.77	1,012.80
Theatrical Employee Level 4	1,038.80	1,077.76
Theatrical Employee Level 5	1,072.71	1,112.94
Theatrical Employee Level 6	1,137.32	1,179.97
Theatrical Employee Level 7	1,205.08	1,250.27

Table 2 - Other Rates and Allowances

Item No.	Clause No.		Previous Rate \$ State Wage Case 2023 from first full pay period 1 September 2023	Current Rate \$ State Wage Case 2024 from first full pay period 1 September 2024
1	19.1.1	Heads of Department Supplying Own tools	12.67	13.15
2	19.1.1	Other Employees providing basic tools	1.31	1.36
3	19.2	Laundry Allowance - Blouses and Shirts	3.86	4.00
4	19.2	Laundry Allowance - Other Garments	10.01	10.39

5	19.2	Laundry Allowance - Other than weekly employees	3.07	3.19
6	19.2	Laundry Allowance - Other Employees Maximum per week	13.95	14.47
7	19.3	Front of House - Shoes other than black	2.51	2.60
8	19.3	Front of House - Shoes other than black maximum per week	6.36	6.60
9	19.4.1(a)	Costume more unusual than reasonably necessary engaged by the week	9.53	9.89
10	19.4.1(b)	Costume more unusual than reasonably necessary - other than engaged by the week	1.90	1.97
11	19.5.1	Allowance per recording	151.83	164.14
12	22.5	Meal Allowance	12.21	12.67
13	22.6	Meal Allowance	18.57	19.27
14	33.8.2	Travel period less than one week	222.23	230.56
15	33.8.3	Travel period greater than one week - per week	776.34	805.45
16	33.8.3	Travel period greater than one week -per night	155.31	161.13
17	37.8.6(a)	Cash Allowance per week	776.34	805.45
18	37.8.6(b)	Cash Allowance per night	155.31	161.13
19	33.9	Meals - per day	68.09	70.64
20	33.9	Meals - maximum per week	340.51	353.28
21	33.1	Incidentals - per day	21.97	22.79
22	33.1	Incidentals - maximum per week	109.86	113.98

Table 3 - Reimbursement of Expenses

Destination	Previous Rate \$ State Wage Case 2023 (5.75%) from first full pay period 1 September 2023	Current Rate \$ State Wage Case 2024 (3.75%) from first full pay period 1 September 2024
Sydney and Melbourne	1,335.63	1,385.72
Adelaide, Hobart, Perth and Brisbane	1,010.20	1,048.08
Canberra	1,177.92	1,222.09
Other Places	920.79	955.32

9. This variation will take effect from the beginning of the first full pay period to commence on or after 1 September 2024.

I. TAYLOR *J., President*
D. CHIN *J., Vice President*
J. PAINGAKULAM *J., Deputy President*
N. CONSANT, *Senior Commissioner*
J. McDONALD, *Commissioner*

LOCAL GOVERNMENT (ELECTRICIANS) (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Local Government NSW, Industrial Organisation of Employers.

(Case No. 211169 of 2024)

Before The Honourable Justice Taylor
The Honourable Justice Chin
The Honourable Justice Paingakulam
Senior Commissioner Constant
Commissioner McDonald

5 August 2025

VARIATION

1. Delete clause 1, Arrangement, of the award published 27 July 2022 (Vol 392 I.G. 292) and reprinted 23 May 2025 (397 I.G. 1973), and insert in lieu thereof the following:

1. Arrangement

PART A

Clause No.	Subject Matter
1.	Arrangement
2.	Anti-Discrimination
3.	Definitions
4.	Skill Descriptors
5.	Rates of Pay
6.	Appointments and Promotions
7.	Special Allowances
8.	Tool Allowances
9.	Terms of Employment
10.	Calculation of Service
11.	Hours
12.	Part-time and Casual Employees
13.	Overtime
14.	On Call
15.	Meal Breaks and Allowances for Overtime Work
16.	Holidays
17.	Annual Leave
18.	Sick Leave
19.	Carer's Leave
20.	Bereavement Leave
20A.	Parental Leave
21.	Paid Family and Domestic Violence Leave
22.	Leave Without Pay
23.	Long Service Leave
24.	Training
25.	Travelling Allowance
26.	Higher Paid Work
27.	Clothing
28.	Driving of Motor Vehicles
29.	Industry Allowance
30.	Termination of Employment
31.	Redundancy and Technological Change

- 32. Miscellaneous
- 33. Disciplinary, Grievance and Dispute Procedures
- 34. Council Agreement
- 35. Performance Evaluation and Reward
- 36. Consultative Mechanisms
- 37. Jury Service
- 38. Salary Sacrifice
- 39. Superannuation Fund Contributions
- 40. Area, Incidence and Duration

PART B

MONETARY RATES

Table 1 - Wages

Table 2 - Other Rates and Allowances

SCHEDULE A

Clothing Regulations

2. Delete subclause (i) of clause 16, Holidays, and insert in lieu thereof the following:
 - (i) The days on which holidays shall be observed are as follows: New Years Day, Australia Day, employees picnic day (to be held on such day as is mutually agreed between the council and the majority of all of its employees) Good Friday, Easter Saturday, Easter Sunday, Easter Monday, Anzac Day, King's Birthday, Labour Day, Christmas Day, Boxing Day and/or proclaimed public holidays.
3. Delete paragraph 19(1)(a) of clause 19, Carere's Leave and insert in lieu thereof the following:
 - (i) Use of Sick Leave
 - (a) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in 19(1)(c) who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for at clause 18, Sick Leave of the award, for absences to provide care and support for such persons when they are ill, or who require care due to an unexpected emergency. Such leave may be taken for part of a single day.
4. Delete paragraph 19(7)(1) of clause 19, Carer's Leave and insert in lieu thereof the following:
 - (vii) Personal Carers Entitlement for casual employees
 - (1) Subject to the evidentiary and notice requirements in 19(1)(b) and 19(1)(d) casual employees are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in subclause 19(1)(c) of this clause who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child.
5. Delete paragraph 20(vi)(a) of clause 20, Bereavement Leave, and insert in lieu thereof the following:
 - (vi) Bereavement entitlements for casual employees
 - (a) Subject to the evidentiary and notice requirements in 20(ii) casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a person prescribed in subclause 19(1)(c) of clause 19, Carer's Leave.
6. Insert after clause 20, Parental Leave, the following new clause 21, and renumber subsequent clauses accordingly:

21. Paid Family and Domestic Violence Leave

- (i) Subdivision CA of Division 7 of Part 2-2 of the *Fair Work Act* 2009 (Cth) forms part of this Award.

Note:

- Division 2A of Part 6-3 of the *Fair Work Act* 2009 (Cth) extends federal entitlements to family and domestic leave to all employees/employers, including NSW local government employers/employees.
- Under the *Fair Work Act* 2009 (Cth) all employees can access 10 days of paid family and domestic violence leave during each 12 month period of employment. This includes part-time and casual employees. The entitlement does not accumulate from year to year.

7. Delete subclause (xi) of clause 31, Redundancy and Technological Change (formerly clause 30) and insert in lieu thereof the following

- (xi) The council shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee an "Employment Separation Certificate" in the form required by the Department of Social Services.

8. Delete subclause (ii) of clause 34, Council Agreement (formerly clause 33) and insert in lieu thereof the following:

- (ii) The terms of any agreement reached between the parties shall substitute for the provisions of the award provided that:

- (a) the extent of the agreement shall be limited to the award's Clause 5, Rates of Pay, Clause 25 Travelling Allowances, Clause 11 Hours, Clause 13 Overtime, Clause 16 Public Holidays, Clause 12 Part time Employment and Clause 35 Performance Evaluation and Reward.
- (b) the agreement does not provide less than the entry level rates of pay
- (c) the agreement is consistent with the *Industrial Relations Act* NSW 1996 and current Award Making Principles
- (d) the agreement shall be processed in accordance with subclause (iii) of this Clause.

Provided further that, where the agreement proposes to vary award provisions other than those nominated in paragraph (a) above, the agreement shall be processed in accordance with the Review of the Principles for Approval of Enterprise Agreements 2021/2022 [2022] NSWIRComm 1005.

9. Delete paragraph (iii)(d) of clause 34, Council Agreement and insert in lieu thereof the following:

- (d) the Council and the appropriate union(s) shall sign the agreement and a copy sent to Local Government NSW

10. Delete Clause 39. Superannuation Fund Contributions (formerly clause 38), and insert in lieu thereof the following:

39. Superannuation Fund Contributions

Subject to the provisions of the *Industrial Relations Act* 1996, a council shall make superannuation contributions to Vision Super and not to any other superannuation fund.

11. Delete clause 40, Area, Incidence, and Duration (formerly clause 39), and insert in lieu thereof the following:

40. Area, Incidence and Duration

This award shall take effect from the first pay period to commence on or after 7 December 1995 and shall remain in force for a period of twelve months.

This award was reviewed as part of the State Wage Case 2024 and all variations made pursuant to that review take effect from 1 September 2024.

This award shall apply to all councils (as defined in Clause 3) in Local Government within New South Wales (other than the Council of Sydney, the Council of the City of South Sydney and the Council of the city of Newcastle and also excluding the County of Yancowinna).

This award shall only apply to persons engaged in the industries and callings of makers, fitters, repairers and installers of electrical apparatus and installations, and persons assisting therein, or in running electrical plant.

Provided further that this award shall apply only to employees who are members of, or are eligible to be members of the Electrical Trades Union of Australia, New South Wales.

12. Delete Part B, Monetary Rates and insert in lieu thereof the following:

PART B

MONETARY RATES

The rates of pay and allowances in Part B, Monetary Rates take effect from the first pay period on or after 1 September 2024.

Note: The rates of pay and allowances in this award include the adjustments payable under the State Wage Case 2024. These adjustments may offset any or both of:

- i. Any equivalent over award payments, and/or
- ii. Award wage increases other than State Wage Case adjustments.

Table 1 - Wage Rates - Clause 5

	2022 Rate of Pay Per Week \$	2023 Rate of Pay Per Week \$	2024 Rate of Pay Per Week \$
Technical/Trades Band Level 1	1,022.19	1,080.97	1,121.51
Technical/Trades Band Level 2	1,124.29	1,188.94	1,233.53
Technical/Trades Band Level 3	1,286.18	1,360.14	1,411.15
Professional Band Level 1	1,124.29	1,188.94	1,233.53
Professional Band Level 2	1,286.18	1,360.14	1,411.15
Professional Band Level 3	1,441.96	1,524.87	1,582.05
Professional Band Level 4	1,685.14	1,782.04	1,848.87
Apprentice 1st Year	565.75	598.28	620.72
Apprentice 2nd Year	668.07	706.48	915.90
Apprentice 3rd Year	767.68	811.82	915.90
Apprentice 4th Year	864.44	914.15	948.43

Table 2 - Other Rates and Allowances

	2022 Amount \$	2023 Amount \$	2024 Amount \$ 3.75% increase
Clause 7 - Special Allowances			
(i) Wages	0.43	0.45	0.47
(a) Dirty work, etc.			
(b) Wet places	0.48	0.51	0.53
(c) Confined spaces	0.48	0.51	0.53
(d) Working underground	0.43	0.45	0.47
(e) Working with raw sewerage	9.54	10.09	10.47
Clause 8 - Tool Allowances			
(i) Electrical Tradesperson	39.38	41.64	43.20
(iv)(b) Amount payable by employee for each claim for compensation of loss of tools	100.03	105.78	109.75
Clause 14 - On Call			
(iii) On call allowance	130.14	137.62	142.78
Clause 15 - Meal Breaks and Allowances for Overtime Work			
(i) Meal allowance			
(ii)(a) Meal allowance	17.34	18.34	19.03
(ii)(b) Meal allowance working 4 hours overtime	13.31	14.08	14.61
Clause 25 - Travelling Allowance			
Where the employee works at a distance from the depot greater than:			
(ii) 3-10 km	6.11	6.46	6.70
10-20 km	11.01	11.64	12.08
20-30 km	15.71	16.61	17.23
30-40 km	20.29	21.46	22.26
40-50 km	25.20	26.65	27.65
For each additional kilometre	0.47	0.50	0.52
Clause 28 - Driving of Motor Vehicles			
(ii)(a) Use of private vehicle (cents) per kilometre			
Under 2.5 litres	0.74	0.78	0.81
2.5 litres and over	0.85	0.90	0.93
(b) Minimum yearly allowance	8,243.59	8,717.60	9,044.50
Clause 29 - Industry Allowance			
Industry Allowance	65.02	68.76	71.34
Clause 32 - Miscellaneous			
(ii)(a) West of the line allowance	1.12	1.18	1.22
(iii) First-aid allowance	3.79	4.01	4.16

13. This variation shall take effect from the first full pay period commencing on or after 1 September 2024.

I. TAYLOR J., *President*
D. CHIN J., *Vice President*
J. PAINGAKULAM J., *Deputy President*
N. CONSTANT, *Senior Commissioner*
J. MCDONALD, *Commissioner*

TRANSPORT INDUSTRY (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Industrial Relations Secretary.

(Case No. 211169 of 2024)

Before The Honourable Justice Taylor
The Honourable Justice Chin
The Honourable Justice Paingakulam
Senior Commissioner Constant
Commissioner McDonald

5 August 2025

VARIATION

1. Delete clause 32, Redundancy and clause 33, Superannuation from the arrangement, of the award published 29 July 2022 (392 I.G. 545) and renumber subsequent clauses accordingly.
2. Insert an apostrophe after the words “24 hours” in paragraph 3.8.5 of clause 3, Hours of Employment, to read as 24 hours’.
3. Delete duplicated clause 22 “Parental Leave” which reads “See Part 4 of Chapter 2 of the *Industrial Relations Act* 1996.”
4. Delete subclause 30.3 of clause 30, Mixed Functions.
5. Delete subclause 31.1 of clause 31, Termination of Employment and insert in lieu thereof the following:
 - 31.1 The employment of a weekly or part-time employee may be terminated by either side providing the below notice, which may be given at any time or by payment by the employer or forfeiture by the employee of a week's pay in lieu of notice.

Period of Continuous	Service Period of Notice
Less than 1 year	1 week
1 year and less than 3 years	2 weeks
3 years and less than 5 years	3 weeks
5 years and over	4 weeks

In addition to the notice above, employees over 45 years of age at the time of the giving of the notice, with not less than two years continuous service, will be entitled to an additional week s notice.

This shall not affect the right of the employer to dismiss an employee without notice in the case of an employee guilty of misconduct.

6. Delete clauses 32, Redundancy and 33, Superannuation from the body of the award and renumber remaining clauses accordingly.
7. Delete clause 48, Area, Incidence and Duration” (formerly clause 50), and in lieu thereof the following:

48. Area, Incidence and Duration

This award applies to employees of the classifications specified herein within the jurisdiction of the Transport Industry (State) Industrial Committee.

This award rescinds and replaces the Transport Industry (State) Award, published 29 July 2022 (392 I.G. 545) and shall operate on and from the beginning of the first pay period to commence on or after 1 July 2024 until 30 June 2025.

This award remains in force until rescinded.

8. Delete Table 7 – Allowances of Part B, Monetary Rates and insert in lieu thereof the following:

Table 7 - Allowances

Item No.	Clause No.	Brief Description	Former Rate (SWC 2023)	SWC 2024 Increase	New Rate effective from the first full pay period on or after 1-Jul-24
			\$	%	\$
1	2.1	Furniture Removals	41.50 per week		43.05 per week
2	2.2.1	Driving agitator trucks	0.80 per hour	3.75	0.83 per hour
3	2.2.1	Maximum Payment - agitator trucks	31.80 per week	3.75	33.00 per week
4	2.2.2	Delivery/placement of concrete rate	2.50 per week	3.75	2.60 per week
5	2.3	Leading Hand – in charge of up to 10 employees	50.20 per week	*	52.10 per week
5	2.3	Leading Hand – in charge of 11 to 20 employees	50.20 per week	*	68.58 per week
5	2.3	Leading Hand – in charge of more than 20 employees	50.20 per week	*	87.11 per week
6	2.4	Collecting Butcher Bones, Fat, etc.	10.50 per week	3.75	10.90 per week
7	2.5	Extra Horses	25.98 per horse	3.75	26.95 per horse
8	2.6	Working in Forests	32.80 per week	3.75	34.05 per week
9	2.7.1.2	Long/wide loads	2.53 per hour or part thereof	3.75	2.63 per hour or part thereof
10	2.7.1.2	Long/wide loads - minimum payments	10.46 per day	3.75	10.85 per day
11	2.7.1.3	Long/wide loads	4.92 per hour or part thereof	3.75	5.10 per hour or part thereof
12	2.7.1.3	Long/wide loads - minimum payment	19.42 per day	3.75	20.15 per day
13	2.7.2	Rear-end steering	7.05 per day	3.75	7.31 per day
14	2.7.2	Rear-end steering - minimum payment	28.38 per day	3.75	29.44 per day
15	2.8	HIAB cranes, etc.	45.47 per day	3.75	47.20 per day
16	2.9	Removal and Delivery of Furniture, etc.	8.32 per day	3.75	8.65 day
17	2.1	Handling diapers - weekly employees	3.55 per week	3.75	3.70 per week
18	2.1	Handling diapers - casual employees	0.67 per day	3.75	0.70 per day
19	2.11	In charge of plant	24.35 per week	3.75	25.25 per week
20	2.12.1	Collecting moneys - > \$30 - \$150	7.80 per week	3.75	8.10 per week
21	2.12.2	Collecting moneys - > \$150 - \$250	11.00 per week	3.75	11.40 per week
22	2.12.3	Collecting moneys - > \$250 - \$400	15.90 per week	3.75	16.50 per week
23	2.12.4	Collecting moneys - > \$400 - \$600	23.20 per week	3.75	24.05 per week
24	2.12.5	Collecting moneys - \$600	30.90 per week	3.75	32.05 per week
25	2.13.1	Carrying goods - on the level	1.51 per tonne	3.75	1.57 per tonne
26	2.13.2	Carrying goods - upstairs	2.27 per tonne	3.75	2.36 per tonne
27	2.14	Carrying salt	1.51 per tonne	3.75	1.57 per tonne
28	2.15.1.1	Obnoxious materials - soda, ash,	1.40 per hour	3.75	1.45 per hour

		etc.			
29	2.15.1.2	Obnoxious materials - oxides	1.00 per hour	3.75	1.04 per hour
30	2.15.2	Obnoxious materials - loading and unloading	1.40 per hour	3.75	1.45 per hour
31	2.15.3	Obnoxious materials - transportation	0.76 per hour	3.75	0.79 per hour
32	2.15.7	Obnoxious materials - blast furnaces, etc.	1.13 per hour	3.75	1.17 per hour
33	2.16	First Aid	3.39 per day	3.75	3.50 per day
34	2.17	Garaging	31.90 per week	3.75	33.10 per week

*Leading head rates were adjusted effective from 1 July 2024 to provide for rates of pay in line with the Road Transport and Distribution Award 2020.

9. This variation takes effect on and from the first full pay period commencing on or after 1 July 2024.

I. TAYLOR *J., President*
D. CHIN *J., Vice President*
J. PAINGAKULAM *J., Deputy President*
N. CONSANT, *Senior Commissioner*
J. McDONALD, *Commissioner*

Printed by the authority of the Industrial Registrar.

TRANSPORT INDUSTRY - GENERAL CARRIERS CONTRACT DETERMINATION 2017

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Transport Workers' Union of New South Wales, Industrial Organisation of Employees.

(Case No. 77087 of 2022)

Before Commissioner McDonald

10 September 2025

VARIATION

1. Delete the tables in subclause F.3.2 of clause F.3, The Surcharge, of Schedule F - Temporary Fuel Surcharge, of the determination published 24 August 2020 (387 I.G. 924) and reprinted 1 March 2024 (396 I.G. 891), and insert in lieu the following:

F.3.2 For pay periods commencing between 22 September 2025 and 19 October 2025, the Temporary Fuel Surcharge shall be:

Vehicle Carrying Capacity	Surcharge (per km)
Rigid-carrying capacity over 3 and including 5 tonnes	\$0.08
Rigid-carrying capacity over 5 and including 8 tonnes	\$0.10
Rigid-carrying capacity over 8 and including 10 tonnes	\$0.15
Rigid-carrying capacity over 10 and including 12 tonnes	\$0.15
Rigid-carrying capacity over 12 and including 14 tonnes	\$0.15
Rigid-carrying capacity over 14 tonnes or more	\$0.19
Single Axle Prime Mover	\$0.19
Bogie Axle Prime Mover	\$0.23

For pay periods commencing between 18 August 2025 and 21 September 2025, the Temporary Fuel Surcharge shall be:

Vehicle Carrying Capacity	Surcharge (per km)
Rigid-carrying capacity over 3 and including 5 tonnes	\$0.08
Rigid-carrying capacity over 5 and including 8 tonnes	\$0.10
Rigid-carrying capacity over 8 and including 10 tonnes	\$0.15
Rigid-carrying capacity over 10 and including 12 tonnes	\$0.15
Rigid-carrying capacity over 12 and including 14 tonnes	\$0.15
Rigid-carrying capacity over 14 tonnes or more	\$0.19
Single Axle Prime Mover	\$0.19
Bogie Axle Prime Mover	\$0.23

2. Delete the tables in subclause F.3.3 of clause F.3, The Surcharge of Schedule F - Temporary Fuel Surcharge, and insert in lieu the following:

For pay periods commencing between 22 September 2025 and 19 October 2025:

Vehicle Carrying Capacity	Surcharge (per hour)
Rigid-carrying capacity over 8 and including 10 tonnes	\$2.09
Rigid-carrying capacity over 10 and including 12 tonnes	\$2.09
Rigid-carrying capacity over 12 and including 14 tonnes	\$2.09
Rigid-carrying capacity over 14 tonnes or more	\$2.68
Single Axle Prime Mover	\$2.69
Bogie Axle Prime Mover	\$3.26

For pay periods commencing between 18 August 2025 and 21 September 2025:

Vehicle Carrying Capacity	Surcharge (per hour)
Rigid-carrying capacity over 8 and including 10 tonnes	\$2.09
Rigid-carrying capacity over 10 and including 12 tonnes	\$2.09
Rigid-carrying capacity over 12 and including 14 tonnes	\$2.09
Rigid-carrying capacity over 14 tonnes or more	\$2.68
Single Axle Prime Mover	\$2.69
Bogie Axle Prime Mover	\$3.27

3. This variation will take effect on 22 September 2025.

J. McDONALD, *Commissioner*

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