

SCHEDULE ONE – PAY RATES AND CLASSIFICATION STRUCTURE

1. WAGE RATES.

1.1. The following wage rates shall apply from the first full pay period commencing on or after the operative date of this agreement and shall apply for all purposes:

Level	descriptor	Current hourly rate 2017	1 July 2018 hourly rate	1 July 2018 hourly dollar increase	1 July 2019 hourly rate	1 July 2019 hourly dollar increase
1.1	1st year	\$21.18	\$22.03	\$0.85	\$22.91	\$0.88
2.1	2nd year	\$22.02	\$22.91	\$0.88	\$23.82	\$0.92
2.2	3rd year or cook no trade	\$22.82	\$23.74	\$0.91	\$24.69	\$0.95
3.1	Certificate III or cook trade	\$24.25	\$25.22	\$0.97	\$26.23	\$1.01
3.2	2nd year	\$25.12	\$26.12	\$1.00	\$27.17	\$1.04
3.3	3rd year	\$25.94	\$26.98	\$1.04	\$28.06	\$1.08
4.1	Diploma	\$27.44	\$28.53	\$1.10	\$29.67	\$1.14
4.2	2nd year or I/C of group minimum rate (I/C of group)	\$28.76	\$29.91	\$1.15	\$31.11	\$1.20
4.3	3rd year	\$29.22	\$30.39	\$1.17	\$31.61	\$1.22
4.4	4th year	\$29.69	\$30.87	\$1.19	\$32.11	\$1.23
5.1	5.1 educational leader / 2IC minimum	\$30.17	\$31.38	\$1.21	\$32.63	\$1.26
5.2	2nd year	\$30.63	\$31.86	\$1.23	\$33.13	\$1.27
5.3	3rd year	\$31.09	\$32.33	\$1.24	\$33.63	\$1.29
5.4	4th year (minimum rate 3 year degree equiv.)	\$31.20	\$32.45	\$1.25	\$33.75	\$1.30
5.5	5th year (minimum rate 4 year degree equiv.)	\$32.64	\$33.95	\$1.31	\$35.31	\$1.36
plus GCM		\$1.55	\$1.61	\$0.06	\$1.68	\$0.06
6.1 (Up to 39 places)	1st year	\$35.06	\$36.46	\$1.40	\$37.92	\$1.46
6.2	2nd year	\$35.52	\$36.94	\$1.42	\$38.42	\$1.48
6.3	3rd year	\$35.98	\$37.42	\$1.44	\$38.92	\$1.50

6.4 (40-59 places)	1st year	\$37.39	\$38.89	\$1.50	\$40.44	\$1.56
6.5	2nd year	\$37.76	\$39.27	\$1.51	\$40.84	\$1.57
6.6	3rd year	\$38.22	\$39.75	\$1.53	\$41.34	\$1.59
6.7 (60-79 places)	1st year	\$38.71	\$40.25	\$1.55	\$41.87	\$1.61
6.8	2nd year	\$39.17	\$40.73	\$1.57	\$42.36	\$1.63
6.9	3rd year	\$39.63	\$41.21	\$1.59	\$42.86	\$1.65
6.10 (80-99 places)	1st year	\$40.23	\$41.83	\$1.61	\$43.51	\$1.67
6.11	2nd year	\$40.83	\$42.47	\$1.63	\$44.16	\$1.70
6.12	3rd year	\$41.45	\$43.11	\$1.66	\$44.83	\$1.72
6.13 (100-119 places)	1st year	\$42.08	\$43.76	\$1.68	\$45.51	\$1.75
6.14	2nd year	\$42.71	\$44.42	\$1.71	\$46.20	\$1.78
6.15	3rd year	\$43.36	\$45.10	\$1.73	\$46.90	\$1.80
6.16 (120+ places)	1st year	\$44.02	\$45.78	\$1.76	\$47.61	\$1.83
6.17	2nd year	\$44.68	\$46.47	\$1.79	\$48.33	\$1.86
6.18	3rd year	\$45.35	\$47.17	\$1.81	\$49.06	\$1.89
plus GCM		\$1.55	\$1.61	\$0.06	\$1.68	\$0.06

* GCM – Graduate Certificate of Management – This is calculated as 5% of the weekly rate of level 5.3.

*Reference to a year or years of service is to service in the industry

1.2. Increases in pay

1.2.1. The wage rates that will apply from the commencement of this agreement are the wage rates from the Professional Childcare Standard 2015 and include an increase of 4 per cent from the first pay period on or after 1 July 2018.

1.2.2. The wage rates that will apply from the first pay period on or after 1 July 2019 include an increase of a further 4% per-cent

1.2.3. Where a community children’s centre is currently paying rates that are higher than those listed in clause 1.1 above, the “hourly dollar increase” for 1 July

2018 and 1 July 2019 shall be applied to the current rates paid at the community children’s centre for the relevant classification.

1.2.4. Despite the pay increases provided for in this agreement, the pay rates shall at all times be at least the amount provided by the Award, including any Equal Remuneration order, or other order that may apply, as varied by the Fair Work Commission (or its successors) from time to time, for all purposes.

1.3. Increase to allowances

1.3.1. The allowances that apply from the commencement of this agreement are the allowances in the *Children’s Services Modern Award 2010* as varied by Fair Work Commission (“FWC”).

1.3.2. The allowances in this agreement shall apply as follows:

Vehicle allowance

	1 July 2018	1 July 2019
	per KM	per KM
Motor cars	(dollars)	(dollars)
35 p.m.u and over	1.0706	1.08131
under 35 p.m.u.	0.8989	0.90789
Motorcycles	(cents)	(cents)
250 cc and over	48.8537	49.3422
under 250cc	39.7637	40.1613

Broken shift allowance

Broken Shift	1-Jul-18	1-Jul-19
per Day	\$17.09	\$17.77

Excess fares allowance

Excess Fares	1-Jul-18	1-Jul-19
per Day	\$17.27	\$17.44

2. CLASSIFICATION STRUCTURE

2.1. The pay levels in this classification structure correlate with the pay levels identified in the table in clause 1.1 of this Schedule.

2.2. Incremental progression

2.2.1. Progression from one increment to the next within a classification is subject to a children’s services employee meeting the following criteria:

2.2.2. competency at the existing increment;

2.2.3. 12 months experience at that increment (or in the case of employees employed for 19 hours or less per week, 24 months’ experience) and in-service training as required; and

2.2.4. Demonstrated ability to acquire the skills which are necessary for advancement to the next pay point increment.

2.2.5. Where an employee is deemed not to have met the requisite competency at their existing level at the time of appraisal, his/her incremental progression may be deferred for periods of three months at a time provided that:

- 2.2.6. the employee is notified in writing as to the reasons for the deferral;
- 2.2.7. the employee has, in the twelve months leading to the appraisal, been provided with in-service training required to attain a higher pay point; and
- 2.2.8. Following any deferral, the employee is provided with the necessary training in order to advance to the next increment.
- 2.2.9. Where an appraisal has been deferred for operational reasons beyond the control of either party, or the appraisal subsequently deems the employee to have met the requirements under this clause, any increase in wage rates will be back paid to the 12 month (or 24 month) anniversary date of the previous incremental progression.
- 2.2.10. An employee whose incremental advancement has been refused or deferred may seek to have the decision reviewed by lodging a written request through the procedure to resolve grievances and dispute in clause 27 of this agreement. If the review is successful, then the incremental advancement will be backdated to the original due date. The review process must be completed within two months of the request for the review being made.

2.3. Children's Services Employee Level 1 (Pay Level 1.1).

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

2.3.2.1. learning and implementing the policies, procedures and routines of the service;

2.3.2.2. learning how to establish relationships and interacting with the children;

2.3.2.3. learning the basic skills required to work in this environment with children;

2.3.2.4. giving each child individual attention and comfort as required.;

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

2.4. Children's Services Employee Level 2 (Pay Level 2.1 – 2.2).

2.4.1. This is an employee who has completed 12 months in Level 1, or a relevant AQF Certificate II, or in the opinion of the employer has sufficient knowledge and experience to perform the work within the scope of this level.

2.4.2. An employee at this level has limited knowledge and experience in children's services and is expected to take limited responsibility for their own work. A Level 2 employee undertakes the following indicative duties:

2.4.2.1. assist in the implementation of the children's program under supervision;

2.4.2.2. assist in the implementation of daily care routines;

2.4.2.3. develop awareness of and assist in maintenance of the health and safety of the children in care;

2.4.2.4. give each child individual attention and comfort as required;

2.4.2.5. understand and work according to the centre or service's policies and procedures.

2.5. Children's Services Employee Level 3 (Pay Level 3.1 – 3.3)

2.5.1. This is an employee who has completed AQF Certificate III in Children's Services or an equivalent qualification or, alternatively, this employee shall possess, in the opinion of the employer, sufficient knowledge or experience to perform the duties at this level, or a cook that holds a trade certificate III or above. An employee appointed at this level will undertake the same duties and perform the same tasks as a CSE Level 2 employee, and will undertake the following additional indicative duties:

2.5.2. assist in the preparation, implementation and evaluation of developmentally appropriate programs for individual children or groups;

2.5.3. responsible for recording observations of individual children or groups for program planning purposes for qualified staff;

2.5.3.1. under direction, work with individual children with particular needs;

2.5.3.2. assist in the direction of untrained staff;

2.5.3.3. undertake and implement the requirements of quality assurance; and

2.5.3.4. work in accordance with food safety regulations (such as a trade qualified cook).

Subject to this agreement, an employee at this level is entitled to incremental progression to pay Level 3.3.

2.6. Children's Services Employee Level 4 (Pay Level 4.1 – 4.4)

- 2.6.1. This is an employee who performs all relevant duties as described in level 3 and has completed a Diploma in Children's Services or equivalent as recognised by licensing authorities and who demonstrates the application of skills and knowledge acquired beyond the competencies required for AQF Certificate III in the on-going performance of their work.
- 2.6.2. Childrens services Employee In Charge of a Group (pay level 4.2 - 4.4)
- 2.6.3. This is an employee who has completed a Diploma in Children's Services or equivalent as recognised by licensing authorities and is appointed as the person in charge of a group of children in the age range from birth to 12 years.
- 2.6.4. An employee appointed at this level will take on the same duties and perform the same tasks as a CSE Level 3 and undertake the following additional indicative duties:
- 2.6.4.1. responsible, in consultation with the Assistant Director/Director for the preparation, implementation and evaluation of a developmentally appropriate program for individual children or groups of children in care;
 - 2.6.4.2. responsible for the direction and general supervision of other employees up to CSE Level 3;
 - 2.6.4.3. responsible to the Assistant Director/Director for the supervision of students on placement;
 - 2.6.4.4. ensure a safe environment is maintained for both staff and children;
 - 2.6.4.5. ensure that records are maintained accurately for each child in their care;
 - 2.6.4.6. develop, implement and evaluate daily care routines;

2.6.4.7. ensure the centre or service's policies and procedures are adhered to; and

2.6.4.8. liaise with families.

2.7. Children's Services Employee Level 5 (Pay Level 5.1 – 5.5)

2.7.1. This is an employee who is qualified in accordance with the relevant DHS Children's Services Regulations and is appointed to one of the following positions:

2.7.2. Assistant Director / Additional responsibilities to those of CSE Level 4 (Pay Level 5.1) whose duties may include:

2.7.2.1. co-ordinate and direct the activities of employees engaged in the implementation and evaluation of developmentally appropriate programs;

2.7.2.2. contribute, through the Director, to the development of the centre or service's policies;

2.7.2.3. co-ordinate center or service operations including Occupational Health and Safety, staff training/In Service;

2.7.2.4. take responsibility for the day-to-day management of the centre or service in the temporary absence of the Director and for management and compliance with licensing and other statutory obligations; and

2.7.2.5. generally supervise all employees within the service.

2.7.3. Co-ordinator of an Occasional Care Centre registered for up to 25 children / Assistant Director (Pay Level 5.2).

- 2.7.4. An Assistant Director may progress to this level in accordance with clause 2 – Incremental Progression.
- 2.7.5. Co-ordinator of an Outside School Hours Care service registered for up to 25 children / Assistant Director (Pay Level 5.3).
- 2.7.6. .An Assistant Director may progress to this level in accordance with clause 2 – Incremental Progression
- 2.7.7. Educational leader who is nominated by the service in accordance with national regulations
- 2.7.8. Children’s Services Employee – Three year degree equivalent (Pay level 5.3)
- 2.7.8.1. Is an employee who is engaged in the planning and delivery of an educational program to children of all ages and holds a relevant three year degree or equivalent and who is required by the employer to utilise their qualifications in the performance of this role.
- 2.7.9. Childrens Services Co-ordinator / Assistant Director (Pay Level 5.4).
- 2.7.9.1. This position may be co-ordinating the program of more than one group, supervising staff, trainees and students on placement, and assisting in administrative functions.
- 2.7.9.2. An Assistant Director may progress to this level in accordance with clause 2 – Incremental Progression.
- 2.7.9.3. An Assistant Director who holds an Advanced Diploma shall be paid no less than this rate.
- 2.7.9.4. Any other position deemed appropriate in the provision of a quality, developmentally appropriate children’s services program. (Pay Level 5.5).

2.7.9.5. An Assistant Director may progress to this level in accordance with clause 2 – Incremental Progression.

2.7.10. Children’s Services Employee – Four year degree equivalent (Pay level 5.4)

2.7.10.1. Is an employee who is engaged in the planning and delivery of an educational program to children of all ages and holds a relevant three year degree or equivalent and who is required by the employer to utilise their qualifications in the performance of this role.

2.8. Children’s Services Employee Level 6 – Director (Pay Level 6.1 – 6.9)

2.8.1. A **Director** is an employee who holds:

2.8.1.1. a relevant Degree; or

2.8.1.2. an AQF Advanced Diploma; or

2.8.1.3. a Diploma in Children’s Services; or

2.8.1.4. a Diploma in Out of School Hours Care, or

2.8.1.5. is a person possessing such experience, or holding such qualifications deemed by the employer to be appropriate to the position; and

2.8.1.6. is appointed as the Director of a Service and is responsible for the overall management and administration of the service with the following additional indicative duties:

2.8.1.7. supervise the implementation of developmentally appropriate programs for children;

- 2.8.1.8. recruit staff in accordance with relevant regulations;.
- 2.8.1.9. maintain day-to-day accounts and handle all administrative matters;
- 2.8.1.10. ensure that the centre or service adheres to all relevant regulations and statutory requirements;
- 2.8.1.11. ensure that the centre or service meets or exceeds quality assurance requirements;
- 2.8.1.12. liaise with families and outside agencies;
- 2.8.1.13. formulate and evaluate annual budgets;
- 2.8.1.14. liaise with management committees or proprietors as appropriate;
- 2.8.1.15. provide professional leadership and development to staff;
and
- 2.8.1.16. develop and maintain policies and practices for the centre or service.

2.8.2. Director Level 1

- 2.8.2.1. A Director Level 1 is an employee appointed as the Director of a service licensed for up to 39 children and is paid at the Level 6.1 to 6.3 salary range.

2.8.3. Director Level 2

2.8.3.1. A Director Level 2 is an employee appointed as the Director of a service licensed for between 40 and 59 children and is paid at the Director Level 6.4 to 6.6 salary range.

2.8.4. Director Level 3

2.8.4.1. A Director Level 3 is an employee appointed as the Director of a service licensed for 60 to 79 children and is paid at the Level 6.7 to 6.9 salary range.

2.8.5. Director Level 4

2.8.5.1. A Director Level 4 is an employee appointed as the Director of a service licensed for 80 to 99 children and is paid at the Level 6.10 to 6.12 salary range.

2.8.6. Director Level 5

2.8.6.1. A Director Level 5 is an employee appointed as the Director of a service licensed for 100 to 119 children and is paid at the Level 6.13 to 6.15 salary range.

2.8.7. Director Level 6

2.8.7.1. A Director Level 6 is an employee appointed as the Director of a service licensed for 120 or more children and is paid at the Level 6.16 to 6.18 salary range

2.9. Support Worker Level 1

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

2.9.2. Indicative duties:

2.9.2.1. Assisting a qualified cook and/or basic food preparation and /or duties of a kitchen hand;

2.9.2.2. Laundry work;

2.9.2.3. cleaning;

2.9.2.4. gardening;

- 2.9.2.5. driving;
- 2.9.2.6. maintenance (non trade);
- 2.9.2.7. administrative duties.

2.9.3. Progression

- 2.9.3.1. An employee will progress to Support Worker Level 2 after 12 months, or earlier if the employee is performing the duties of a Support Worker Level 2.

2.10. Support Worker Level 2

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

2.10.2. Indicative duties:

- 2.10.2.1. Assisting a qualified cook and/or basic food preparation and/or duties of a kitchen hand;
- 2.10.2.2. Laundry work;
- 2.10.2.3. Cleaning;
- 2.10.2.4. Gardening;
- 2.10.2.5. Driving;
- 2.10.2.6. Maintenance (non-trade);
- 2.10.2.7. Administrative duties

2.11. Support Worker Level 3

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

2.12. Job Descriptions.

- 2.12.1. When classifying employees under this structure, reference should be made to their Job Description or Duty Statement.

2.13. Cleaning duties

2.13.1. Childrens Services Employees shall only be directed to perform cleaning tasks that are inherent or incidental to the care of children.

2.14. Preservation of existing translation arrangements

2.14.1. The classification structure in this agreement is based on the structure that was inserted into the *Children Services (Victoria) Award 2005* on 24 June 2005 as a result of the decisions of a Full Bench of the Commission dated 13 January 2005 [PR954938], 13 April 2005 [PR957259] and 10 May 2005 [PR957914]. The parties to this agreement agree to continue to ensure that no employee will suffer a reduction in wages and/or allowances as a result of the insertion of the new classification structure into the Award.

2.15. The translation and savings provisions of the Award are incorporated into this agreement by reference. A translation arrangement which is in place at the time this agreement is made, but not yet complete, shall continue in force despite anything contained elsewhere in this agreement.

SCHEDULE TWO – SALARY PACKAGING

1 SALARY PACKAGING

1.1 This schedule shall only apply at Children's Centres who choose to implement a salary packaging policy. It does not apply at Children's Centres who decide not to offer salary packaging.

1.2 At children's centres covered by this agreement who decide to implement a salary packaging policy, employees will have access to salary packaging. Those arrangements shall be as follows

1.2.1 By agreement with the employee, the current rate of pay specified in this agreement may be salary packaged in accordance with the Children's Centre's policy on salary packaging. Employees shall be entitled to salary package to the maximum allowable limit.

1.2.2 The employee shall compensate the Children's Centre from within their base remuneration, for any FBT incurred as a consequence of any salary packaging arrangement the employee has entered into. Where the employee chooses not to pay any of the costs associated with their salary packaging, the Children's Centre may cease the employee's salary packaging arrangements.

1.2.3 The parties agree that in the event that salary packaging ceases to be an advantage to the employee (including as a result of subsequent changes to FBT legislation), the employee may elect to convert the amount packaged to salary. Any costs associated with the conversion to salary shall be borne by the employee and the Children's Centre shall not be liable to make up any benefit lost as a consequence of an employee's decision to convert to salary.

1.2.4 The employee shall be responsible for all costs associated with the administration of their salary packaging arrangements, provided that such costs shall be confined to reasonable commercial charges as

levied directly by the external salary packaging provider and/or in-house payroll service (as applicable), as varied from time to time.

- 1.2.5 The parties recommend to employees who are considering salary packaging that they seek independent financial advice. The Children's Centre shall not be held responsible in any way for the cost or outcome of any such advice and furthermore, the parties agree that the employee shall pay for any costs associated with salary packaging.
- 1.2.6 Superannuation contributions paid by the Children's Centre will be calculated on the rate of pay for the applicable classification provided for in this agreement, ie on the pre-packaged gross salary.

SCHEDULE 3 - MODEL NOMINATION FORMS (TIME IN LIEU AND ANNUAL LEAVE CASH OUT)

Agreement to Take Annual Leave in Advance

Name of employee: _____

Name of employer: _____

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

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

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

Signature of employee: _____

Date signed: ____/____/20____

Name of employer representative: _____

Signature of employer representative: _____

Date signed: ____/____/20____

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

I agree that:

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

Name of parent/guardian: _____

Signature of parent/guardian: _____

Date signed: ____/____/20____

Agreement to Cash Out Annual Leave

Name of employee: _____

Name of employer: _____

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

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

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

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

Signature of employee: _____

Date signed: ____/____/20____

Name of employer representative: _____

Signature of employer representative: _____

Date signed: ____/____/20____

Include if the employee is under 18 years of age:

Name of parent/guardian: _____

Signature of parent/guardian: _____

Date signed: ____/____/20____

Agreement for Time Off Instead Of Payment for Overtime

Name of employee: _____

Name of employer: _____

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

Please select one:

This authorisation is ongoing until such time as the employee revokes the authorisation in writing.

This authorisation is per occasion for the period of overtime specified below:

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

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

Amount of overtime worked: _____ hours and _____ minutes

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

Signature of employee: _____

Date signed: ___/___/20___

Name of employer representative: _____

Signature of employer representative: _____

Date signed: ___/___/20___

SIGNATURE PAGE

SIGNED for and on behalf of:

JOBS AUSTRALIA

708 Elizabeth Street Melbourne Vic 3000

MICHAEL PEGG
Industrial Relations Manager
Jobs Australia

SIGNED for and on behalf of:

UNITED VOICE

3015

117 – 131 Capel Street, North Melbourne VIC

JESS WALSH
Branch Secretary
United Voice

