

# Children's Services (Government) Award 1989

## 1. - TITLE

This Award shall be known as the Children's Services (Government) Award 1989.

### 1B. - MINIMUM ADULT AWARD WAGE

- (1) No employee aged 21 or more shall be paid less than the minimum adult award wage unless otherwise provided by this clause.
- (2) The minimum adult award wage for full-time employees aged 21 or more working under an award that provides for a 38 hour week is \$746.90 per week.

The minimum adult award wage for full-time employees aged 21 or more working under awards that provide for other than a 38 hour week is calculated as follows: divide \$746.90 by 38 and multiply by the number of ordinary hours prescribed for a full time employee under the award.

The minimum adult award wage is payable on and from the commencement of the first pay period on or after 1 July 2019.

- (3) The minimum adult award wage is deemed to include all State Wage order adjustments from State Wage Case Decisions.
- (4) Unless otherwise provided in this clause adults aged 21 or more employed as casuals, part-time employees or piece workers or employees who are remunerated wholly on the basis of payment by result, shall not be paid less than pro rata the minimum adult award wage according to the hours worked.
- (5) Employees under the age of 21 shall be paid no less than the wage determined by applying the percentage prescribed in the junior rates provision in this award (if applicable) to the minimum adult award wage, provided that no employee shall be paid less than any applicable minimum rate of pay prescribed by the *Minimum Conditions of Employment Act 1993*.
- (6) The minimum adult award wage shall not apply to apprentices, employees engaged on traineeships or government approved work placement programs or employed under the Commonwealth Government Supported Wage System or to other categories of employees who by prescription are paid less than the minimum award rate, provided that no employee shall be paid less than any applicable minimum rate of pay prescribed by the *Minimum Conditions of Employment Act 1993*.
- (7) Liberty to apply is reserved in relation to any special category of employees not included here or otherwise in relation to the application of the minimum adult award wage.
- (8) Subject to this clause the minimum adult award wage shall –
  - (a) Apply to all work in ordinary hours.
  - (b) Apply to the calculation of overtime and all other penalty rates, superannuation, payments during any period of paid leave and for all purposes of this award.
- (9) Minimum Adult Award Wage

The rates of pay in this award include the minimum weekly wage for employees aged 21 or more payable under the 2019 State Wage order decision. Any increase arising from the insertion of the minimum wage will be offset against any equivalent amount in rates of pay received by employees whose wages and conditions of employment are regulated by this award which are above the wage rates prescribed in the award. Such above award payments include wages payable pursuant to

enterprise agreements, consent awards or award variations to give effect to enterprise agreements and over award arrangements. Absorption which is contrary to the terms of an agreement is not required.

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

(10) Adult Apprentices

- (a) Notwithstanding the provisions of this clause, the minimum adult apprentice wage for a full-time apprentice aged 21 years or more working under an award that provides for a 38 hour week is \$638.20 per week.
- (b) The minimum adult apprentice wage for a full-time apprentice aged 21 years or more working under an award that provides for other than a 38 hour week is calculated as follows: divide \$638.20 by 38 and multiply by the number of ordinary hours prescribed for a full time apprentice under the award.
- (c) The minimum adult apprentice wage is payable on and from the commencement of the first pay period on or after 1 July 2019.
- (d) Adult apprentices aged 21 years or more employed on a part-time basis shall not be paid less than pro rata the minimum adult apprentice wage according to the hours worked.
- (e) The rates paid in the paragraphs above to an apprentice 21 years of age or more are payable on superannuation and during any period of paid leave prescribed by this award.
- (f) Where in this award an additional rate is expressed as a percentage, fraction or multiple of the ordinary rate of pay, it shall be calculated upon the rate prescribed in this award for the actual year of apprenticeship.

2. - ARRANGEMENT

- 1. Title
- 1B. Minimum Adult Award Wage
- 2. Arrangement
- 3. Area and Scope
- 4. Term
- 5. Definitions
- 6. Contract of Service
- 7. Hours of Work
- 8. Part Time and Casual Employees
- 9. Meal Breaks
- 10. Overtime
- 11. Public Holidays
- 12. Annual Leave
- 13. Sick Leave
- 14. Long Service Leave
- 15. Conditions and Allowances
- 16. Salaries and Wages
- 17. College Vacation Periods

Schedule A - Parties to the Award

Schedule B - Respondents

3. - AREA AND SCOPE

This Award shall have effect throughout the State of Western Australia and shall apply to those employed in the classifications described in Clause 16. - Salaries and Wages, and employed by those respondents named in the Appendix.

#### 4. - TERM

This Award shall operate for a period of one year from the date hereof.

#### 5. - DEFINITIONS

- (1) "Casual employee" shall mean an employee on an hourly contract of employment who is regularly employed for less than four weeks.
- (2) "College" shall mean a Technical and Further Education College or a Community College pursuant to the Colleges Act, 1978.
- (3) "Part time employee" shall mean an employee who is regularly employed for less hours than that prescribed in Clause 7. - Hours of Work of this Award.
- (4) "Union" shall mean United Voice WA.
- (5) "Term of semester vacation" shall mean the vacation period generally observed by TAFE or Community Colleges as appropriate.
- (6) "Contact – Employee" shall mean an employee who predominantly spends their working hours in immediate contact with the centres children.
- (7) "Child Care Support Employee" shall mean an untrained ancillary employee who is employed to undertake cooking duties.
- (8) "Child Care Giver" an employee at this level shall be an unqualified employee working under routine supervision, engaged to assist in the supervision and care of children and generally to assist in the functioning of the centre.
- (9) "Qualified Child Care Giver" shall mean an employee who holds the qualification of Associate Diploma Social Science (Child Care) or an approved equivalent qualification which is recognised and approved by the Child Care Services Board authorising the employee to be in charge of children 0-6 years and who is so appointed. Qualified Child Care Giver shall also include persons who do not hold approved qualifications but who have obtained an exemption from the Child Care Services Board to work at this level and who are so appointed.
- (10) "Senior Qualified Child Care Giver" shall mean a Qualified Child Care Giver appointed to carry out administrative duties in addition to the normal duties of a Qualified Child Care Giver. An employee at this level shall hold qualifications as defined for Qualified Child Care Giver and shall be responsible for the overall implementation and coordination of programme(s).

#### 6. - CONTRACT OF SERVICE

- (1) An employee shall not leave the service of the employer except upon the expiry of seven days' notice of his/her intention to do so, given in writing to the employer by the employee, unless the employer otherwise approves.
- (2) An employee shall not be terminated from the service of the employer except upon the expiry of seven days' notice of dismissal given in writing to the employee by the employer and the reasons for termination shall be stated in that notice.

- (3) In lieu of giving notice as prescribed in subclauses (1) and (2) of this clause, the employer may pay, or the employee may forfeit, a week's payment as the case may be.
- (4) The provisions of subclause (2) of this clause do not apply with respect of an employee who is dismissed summarily for misconduct, and in such cases wages shall be paid up to the time of dismissal only.
- (5) The provisions of subclauses (1), (2), (3) and (4) of this clause do not apply to a casual employee.
- (6)
  - (a) All casual employees shall be entitled to payment for a minimum period of two hours.
  - (b) Subject to paragraph (a) of this subclause the engagement of a casual employee may be terminated at any time and all wages due shall be paid at the termination of such engagement or as soon as practicable thereafter.
- (7) An employer may direct an employee to carry out such duties as are within the limits of the employees skill, competence and training, including work which is incidental or peripheral to the employee's main tasks or functions.

#### 7. - HOURS OF WORK

- (1) The ordinary hours of duty shall be 38 per week for Child Care Centre Aides and Cooks and 37.5 for other employees to be worked at not more than 8 hours per day.
- (2) The ordinary hours shall be worked between 7.00 am and 6.00 pm, Monday to Friday inclusive. Such hours shall be worked continuously except for meal breaks.

#### 8. - PART TIME AND CASUAL EMPLOYEES

- (1) Notwithstanding anything contained in this Award, employees may be regularly employed to work less hours per week than are prescribed in Clause 7. - Hours of Work of this Award.
- (2) A part time employee employed under the provisions of this clause shall receive payment of entitlements on a pro rata basis in the proportion which the hours of work bear to the ordinary hours of work as provided for in Clause 7. - Hours of Work of this Award.
- (3) Casual employees shall be paid 20% in addition to the rates prescribed in Clause 16.- Salaries and Wages of this Award, in lieu of the provisions of Clause 11.- Public Holidays, Clause 12.- Annual Leave and Clause 13.- Sick Leave of this Award.

#### 9. - MEAL BREAKS

- (1) A meal break of not less than 30 minutes but not more than one hour shall be allowed to all employees between the hours of 12.00 noon and 2.00 pm. Such time shall not count as time worked.
- (2) When staff meetings or other exceptional circumstances intrude into the lunch break contact staff members shall have at least 30 minutes of uninterrupted break.

#### 10. - OVERTIME

- (1)
  - (a) All time worked in excess of or outside of the rostered ordinary hours shall be paid at the rate of time and one half of the ordinary rate for the first two hours and double time of the ordinary rate thereafter. Provided that all time worked after midday Saturday and on Sundays shall be paid for at the rate of double time and on public holidays at the rate of double time and one half.

- (b) In computing overtime each day shall stand-alone but when an employee works overtime which continues beyond midnight on any day the time worked after midnight shall be deemed to be part of the previous days' work for the purpose of this subclause.
- (2) Notwithstanding anything contained in this Award:
    - (a) The employer may require any employee to work reasonable overtime and such an employee shall work overtime in accordance with such requirements.
    - (b) The Union or any employees covered by this Award shall not, in any way, whether directly or indirectly, be a party to or concerned in any ban, limitation or restriction upon the working of overtime in accordance with the requirements of this subclause.
  - (3) The provisions of this clause do not operate so as to require payment of more than double time or double time and one half on a public holiday prescribed under this Award.
  - (4) (a) An employee required to work continuous overtime for more than one hour shall be supplied with a meal by the employer or be paid \$12.20 for a meal, and if, owing to the amount of overtime worked, a second or subsequent meal is required he/she shall be supplied with each meal by the employer or be paid \$7.15 for each meal so required.
  - (b) The provisions of paragraph (a) of this subclause do not apply:
    - (i) in respect of any period of overtime for which the employee has been notified on the previous day or earlier that he/she will be required; or
    - (ii) to any employee who lives in the locality in which the place of work is situated in respect of any meal for which he/she can reasonably go home; or
    - (iii) where the overtime worked is outside the customary meal time.
  - (c) If an employee provides him/herself with a meal or meals and is not required to work overtime or is required to work less overtime than the period notified, he/she shall be paid, for each meal provided and not required, the appropriate amount described in paragraph (a) of this subclause.

#### 11. - PUBLIC HOLIDAYS

- (1) The following days or the days observed in lieu shall, subject as hereinafter provided, be allowed as holidays without deduction of pay, namely: New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Labour Day, Foundation Day, Sovereign's Birthday, Christmas Day and Boxing Day. Provided that another day may be taken as a holiday by arrangement between the parties in lieu of any of the days named in this subclause.
- (2) When any of the days mentioned in subclause (1) of this clause falls on a Saturday or a Sunday the holiday shall be observed on the next succeeding Monday or when Boxing Day falls on a Sunday or a Monday the holiday shall be observed on the next succeeding Tuesday. In each case the substituted day shall be a holiday without deduction of pay and the day for which it is substituted shall not be a holiday.
- (3) When any of the days observed as a holiday under this clause falls during an employee's period of annual leave the employee shall, for each such day, be allowed a day's leave with pay to be taken immediately after completion of that annual leave.
- (4) (a) An employee who, on a day observed as a holiday under this clause, is required to work during his/her ordinary hours of work shall be paid for the time worked at the rate of double time and one half.

- (b) Provided that, in lieu of the foregoing provisions in paragraph (a) and subject to agreement between the employer and the employee, work performed on a public holiday shall be paid for at the rate of time and one half and in addition the employee shall be allowed one day's leave with pay to be taken at a mutually agreeable time.
- (5) When an employee is absent on leave without pay, sick leave without pay or workers' compensation, any day observed as a holiday on a day falling during such absence shall not be treated as a paid holiday. Where an employee is on duty or available on the whole of the working day immediately preceding a holiday or resumes duty or is available on the whole of the working day immediately following a day observed as a holiday under this clause the employee shall be entitled to be paid for such holiday.

- (6) Where -
- (a) a day is proclaimed as a public holiday or as a public half-holiday under Section 7 of the Public and Bank Holidays Act, 1972; and
  - (b) that proclamation does not apply throughout the State or to the metropolitan area of the State, that day shall be a whole holiday or, as the case may be, a half holiday for the purposes of this award within the district or locality specified in the proclamation.
- (7) The provisions of this clause do not apply to casual employees.

## 12. - ANNUAL LEAVE

This clause shall apply only to employees paid according to Column A in Clause 16. - Salaries and Wages.

- (1) (a) Except as hereinafter provided, a period of four consecutive weeks' leave with payment of ordinary wages as prescribed in subclause (2) of this clause shall be allowed annually to an employee by his/her employer after a period of 12 months' continuous service with that employer. The leave will normally be taken during the term or semester vacation by employees of a College.
  - (b) Notwithstanding subclause 12(1)(a) annual leave may be taken in more than one period of leave, by mutual agreement between the employer and employee.
- (2) Prior to commencing any period of annual leave each employee shall be paid for that period of leave at the rate of wage the employee would have received had he/she not proceeded on leave.
- (3) (a) In addition to the rates prescribed in subclause (2) of this clause an employee shall be paid 17.5% in addition to his/her weekly rate of pay as prescribed in Clause 19. - Salaries and Wages of this Award.
  - (b) Except as provided in subclause (4) of this clause, the loading prescribed by this subclause shall not apply to proportionate leave on termination.
- (4) (a) If, after one month's continuous service in any qualifying 12 monthly period, an employee lawfully terminates his/her service or his/her employment is terminated by the employer through no fault of the employee, the employee shall be paid 0.077 of a week's pay for each completed week of continuous service.
- (b) An employee whose employment terminates after he/she has completed a 12 monthly qualifying period and who has not been allowed the leave prescribed under this clause in respect of that qualifying period shall be given payment as prescribed in subclauses (1) and (3) of this clause in lieu of that leave or in a case to which subclause (5) of this clause applies, in lieu of so much of that leave as has not been allowed unless:
- (i) he/she has been justifiably dismissed for misconduct; and
  - (ii) the misconduct for which he/she has been dismissed occurred prior to the completion of that qualifying period.
- (5) By mutual agreement an employee may be allowed to take the annual leave prescribed by this clause before the completion of 12 months' continuous service as prescribed by subclause (1) of this clause.
- (a) When an employee has proceeded on leave prior to the completion of the 12 months' continuous service the loading prescribed in subclause (3) shall be paid on a pro rata basis.
  - (b) If the services of an employee terminate and he/she has taken a period of leave in accordance with this subclause and the leave so taken exceeds the leave which would have come due pursuant to paragraph (a) of subclause 4 of this clause, the employee shall be liable to pay

the difference. The employer may deduct this amount from money due to the employee by reason of the other provisions of this Award at the time of termination.

- (6) If any award public holiday occurs during the period of an employee's annual leave, the leave shall be increased by one day for each such holiday occurring as aforesaid.
- (7) When computing the annual leave due under this clause no deduction shall be made from such leave in respect of the period an employee is on annual leave, long service leave observing a public holiday prescribed by this Award, absent through sickness with or without pay, except for that portion of an absence that exceeds three months, or absent on workers' compensation, except for that portion of an absence that exceeds six months in any year.
- (8)
  - (a) All contact employees shall be entitled to one week's leave without loss of pay on two separate occasions during each year of service performed pursuant to this award.
  - (b) The leave prescribed in paragraph (a) of this subclause shall be given and taken at a time agreed by the employer and employee. In special circumstances, where it is agreed between the employer and the employee, the leave prescribed in paragraph (a) may be taken consecutively.
  - (c) If, after one month's continuous employment, an employee lawfully terminates his/her employment or his/her employment is terminated by the employer through no fault of the employee, the employee shall be paid pro rata according to weeks of service for the special leave which would have accrued to the employee pursuant to this subclause.
  - (d) If the services of an employee terminate and the employee has taken a period of leave in accordance with this clause and if the period of leave so exceeds that to which the employee would become entitled pursuant to paragraph (a) of this subclause the employee shall be liable to pay the amount representing the difference between that taken and the amount which would have accrued in accordance with paragraph (c) of this subclause. The employer may deduct this amount from monies due to the employee by reason of other provisions of this award at the time of termination.
- (9) The provisions of this clause shall not apply to casual employees.

### 13. - SICK LEAVE

- (1)
  - (a) An employee shall be entitled to payment for non-attendance on the ground of personal ill health or injury for 1/6th of a week's pay for each completed month of service.
  - (b) Payment hereunder may be adjusted at the end of each accruing year or at the time the employee leaves the service of the employer in the event of the employee being entitled by service subsequent to the sickness in that year to a greater allowance than that made at the time the sickness occurred.
- (2) The unused portion of the entitlement prescribed in subclause (1) of this clause in any accruing year shall be allowed to accumulate and may be availed of in the next or any succeeding year.
- (3) In order to acquire entitlement to payment in accordance with this clause the employee shall, as soon as reasonably practicable, advise the employer of his/her inability to attend for work, the nature of his/her illness or injury and the estimated duration of the absence. Provided that such advice, other than in extraordinary circumstances, shall be given to the employer within 24 hours of the commencement of the absence.
- (4) No employee shall be entitled to the benefit of this clause unless he/she produces proof to the satisfaction of the employer or his/her representative of such sickness provided that the employer shall not be entitled to a medical certificate for absences of less than three consecutive working days unless the total of such absences exceeds five days in any one accruing year.



- (5)
  - (a) Subject to the provisions of this subclause, the provisions of this clause apply to an employee who suffers personal ill health or injury during the time the employee is absent on annual leave, such employee may apply for and the employer shall grant paid sick leave in place of paid annual leave.
  - (b) Application for replacement shall be made within seven days of resuming work and then only if the employee was confined to his/her place of residence or a hospital as a result of his/her personal ill health or injury for a period of seven consecutive days or more and he/she produces a certificate from a registered medical practitioner that the employee was so confined. Provided that the provisions of this paragraph do not relieve the employee of the obligation to advise the employer in accordance with subclause (3) of this clause if the employee is unable to attend for work on the working day next following the period of annual leave.
  - (c) Replacement of paid annual leave by paid sick leave shall not exceed the period of paid sick leave to which the employee was entitled at the time the employee proceeded on annual leave and shall not be made with respect to fractions of a day.
  - (d) Where paid sick leave has been granted by the employer in accordance with paragraphs (a), (b) and (c) of this subclause, that portion of the annual leave equivalent to the paid sick leave is hereby replaced by the paid sick leave and the replaced annual leave may be taken at another time mutually agreed to by the employer and the employee or, failing agreement, shall be added to the employee's next period of annual leave or, if termination occurs before then, be paid for in accordance with the provisions of Clause 12. - Annual Leave of this Award.
  - (e) Payment for replaced annual leave shall be at the rate of wage applicable at the time the leave is subsequently taken provided that the annual leave loading prescribed in Clause 12. - Annual Leave of this Award, shall be deemed to have been paid with respect to the replaced annual leave.
- (6) The provisions of this clause with respect to payment do not apply to employees who are entitled to payment under the Workers' Compensation and Assistance Act, 1981 nor to employees whose illness or injury is the result of the employee's own misconduct.
- (7) The provisions of this clause do not apply to casual employees.

#### 14. - LONG SERVICE LEAVE

The conditions governing the granting of long service leave to government wages employees generally shall apply to employees covered by this Award.

#### 15. - CONDITIONS AND ALLOWANCES

The provisions of the *Miscellaneous Government Conditions and Allowances Award No. A 4 of 1992* shall apply mutatis mutandis to all employees covered by this award.

#### 16. - SALARIES AND WAGES

- (1) Column B will apply to employees of a College who are not ordinarily required to work during term or semester vacations. Such employees will be eligible for payment pursuant to Clause 17. - College Vacations Periods of this Award. Column A will apply to all other employees.
- (2) The weekly rate of wage payable to persons employed pursuant to this award, shall be:
  - (a) Qualified Child Care Giver

	Column A\$(Per Week)	Column B\$(Per Week)
Step IA	876.30	844.80
Step IB	896.20	866.00
Step II	910.00	879.10
Step III	925.50	894.00
Step IV	941.80	909.40

(b) Senior Qualified Child Care Giver

Column A\*

Base Rate\$	Arbitrated Safety Net Adjustments\$	Total Rate\$
545.50	445.60	991.10

\* (Interim adjustment pending further hearings and adjustments)

(c) Senior Qualified Child Care Giver

Column B\*

Base Rate\$	Arbitrated Safety Net Adjustments\$	Total Rate\$
519.26	437.44	956.70

\* (Interim adjustment pending further hearings and adjustments)

(d) Child Care Giver

	Column A \$	Column B \$
Step I	802.50	777.20
Step II	811.20	785.50
Step III	819.30	793.30
Step IV	830.90	804.30

(f) Child Care Support Employee

	Column A \$	Column B \$
1st year of experience	806.10	780.70
2nd year of experience	814.50	788.70
3rd year of experience	822.80	796.70
4th year of experience	833.90	807.20

(g) The minimum weekly rate of wage shown in paragraphs (a), (d) and (f) of this subclause are inclusive of a base rate and supplementary payment reflecting relativities established as a result of a Minimum Rates Adjustment (76 WAIG 159).

(3) Except as provided hereunder, progression from step to step for Qualified Child Care Giver and Child Care Giver will be contingent upon:

- (a) 12 months' service at each step; and
  - (b) satisfactory performance at each step.
- (4) An employee may be employed as a casual if that employment is for a period of less than four weeks, in which case the employee shall be paid a loading of 20 percent in addition to his/her base rate in lieu of the provisions of Clauses 11. - Public Holidays, 12. - Annual Leave and 13. - Sick Leave of this award.
- (5) (a) An employee at Step IA Qualified Child Care Giver shall be a person with no previous experience in the industry. At the completion of twelve months satisfactory performance that person shall be paid the Step II rate.
- (b) An employee at Step IB Qualified Child Care Giver shall be a person in their first year of experience as a Qualified Child Care Giver, who has previous experience in the industry. At the completion of 12 months' satisfactory performance that person shall be paid at the Step II rate.
- (6) On ceasing employment with an employer, the employee shall be given a written statement of the current Level and Step if appropriate and the date of commencement at that Level and Step to be passed on to the next employer.
- (7) On commencing employment with an employer a Qualified Child Care Giver, Child Care Aide, Cook or Senior Qualified Child Care Giver shall, within the appropriate classification be paid at the step or year of experience within the appropriate classification whichever is relevant, recognising their previous experience in the children's services industry.
- (8) The weekly salary shall be divided by 38 per week for Child Care Givers and Child Care Support Employees and for other employees by 37.5 for the purposes of adjustment of payment of an hourly rate. For the purposes of adjustment to an annual salary the weekly rate shall be multiplied by 52.167.
- (9) It is a condition that no employee shall suffer a reduction in wages by reasons of the coming into operation of any order of the Western Australian Industrial Relations Commission in the implementation of the Minimum Rates Adjustments.
- (10) The rates of pay in this award include arbitrated safety net adjustments available since December 1993, under the Arbitrated Safety Net Adjustment Principle.

These arbitrated safety net adjustments may be offset against any equivalent amount in the rate of pay received by employees since 1 November 1991 above the rate prescribed in the Award, except where such absorption is contrary to the terms of an industrial agreement.

Increases in rates of pay otherwise made under the State Wage Case Principles, excepting those resulting from enterprise agreements, are not to be used to offset arbitrated safety net adjustments.

- (11) Deleted
- (12) The wage relativities in the Award have been established in accordance with the State Wage Case Decision of 1989 [1989] 69 WAIG 2917).
- (13) DEFINITIONS AND SKILL DESCRIPTORS

(a) **Child Care Support Employee**

**Definition:** An untrained ancillary employee who is employed to undertake cooking duties.

**Skill Descriptor:** Such an employee may:

- work under routine supervision either individually or in a team environment;

- be responsible for assuring the quality of the employee's own working subject to routine supervision;

- be required to exercise discretion during the course of their own work.

(b) **Child Care Giver**

**Definition:** An **employee** at this level shall be an unqualified employee working under routine supervision, engaged to assist in the supervision and care of children and generally to assist in the functioning of the centre.

**Skill Descriptor: Responsibilities** of a Child Care Giver may include the following:

- Is able to perform routine duties requiring the exercise of knowledge and skills at a primary level.
- Maintain a clean, hygienic environment
- Maintain and attend to personal hygiene of children
- Attend to nutritional needs of children
- Respond to child's apparent ill -health
- Respond to accident, emergency or threat
- Implement routines which enhance well being
- Interact positively and appropriately with children
- Participate in the planning and preparation of programmes
- Assist to prepare an environment based on programme requirements
- Assist in the implementation of programmes
- Contribute to team approach
- Seek to further professional development
- Liaise appropriately with parents
- Uphold the Centre's philosophy
- Participate in appropriate administrative process
- Contribute to maintenance and care of buildings and equipment
- Implement Centre policies and procedures.
- Assisting in the facilitation of programmes suited to the needs of individual children and groups
- Provide input to trained staff by observations of individuals children and groups
- Work under direction with individual children with special needs.

(c) Qualified **Child Care Giver**:

**Definition:** shall mean an employee who holds the qualification of Associate Diploma Social Science (Child Care) or an **approved** equivalent qualification which is recognised and approved by the Child Care Services Board authorising the employee to be in charge of children 0-6 years and who is so appointed.

Qualified Child Care Giver shall also include persons who do not hold approved qualifications but who have obtained an exemption from the Child Care Services Board to work at this level and who are so appointed.

**Skill Descriptor:** The **responsibilities** of a Qualified Child Care Giver may include the following

- Ensure the Centre or Service's policies are adhered to
- Ensure the maintenance of a safe working environment
- Display various methods and techniques of child management and where appropriate guide the Child Care Giver in the same
- Direct other staff members as required
- In conjunction with the Coordinator or Senior Qualified Child Care Giver or Medical staff develop, implement, monitor and review developmental programmes
- Display an ability to relate to people from various multicultural backgrounds
- Assist the Coordinator or Senior Qualified Child Care Giver with the assessment of students on placement
- Where appointed work as the person in charge of a group of children in the age range 0-6 years
- Possesses observational skills in excess of an experience Child Care Giver and the ability to programme for a child's development based on these observations. Where appropriate undertake developmental assessments.
- Participate in a team approach to deliver of the programme and if appropriate advise Child Care Givers on reasons for the programme
- Possesses the ability to formulate and implement a child's special needs programme
- Liaise with parents
- Initiate changes to the children's programmes including special needs programmes
- Develop, implement, evaluate and maintain daily routines independently
- Provide advice to Coordinator, Senior Qualified Child Care Giver or Medical staff on the needs of the service.
- Demonstrate the ability to impart knowledge and skills where appropriate to parents, students, and/or other members of the health care team and referral agencies.
- Where appropriate provide support to the family, the support network, and other health professionals.

- Where appropriate, conduct visits to clients home to undertake developmental assessments

(d) Senior Qualified Child Care Giver

**Definition:** a Senior Qualified Child Care Giver shall mean a Qualified Child Care Giver appointed to carry out administrative duties in addition to the normal duties of a Qualified Child Care Giver. An employee at this level shall hold qualifications as defined for Qualified Child Care Giver and shall be responsible for the overall implementation and coordination of programme(s).

**Skill Descriptor:** A Senior Qualified Child Care Giver shall be competent to perform work above and beyond the level of a Qualified Child Care Giver. In addition to the normal duties of a Senior Qualified Child Care Giver the responsibilities of a Senior Qualified Child Care Giver may include the following:

- To co-ordinate the developmental programme(s) or therapeutic milieu
- To take referrals from professional health agencies.
- To explain the function and role of the service to other agencies and professional individuals.
- To supervise in-service training of staff.
- Where appropriate initiate programmes for parent/child activity groups.
- Where appropriate liaise with specialist staff (internal and external) on appropriate programmes for children with special needs.
- Participate in In-service education.
- Identification budgetary expenses for service including fund-raising where required.
- Ensure the daily operation of the centre complies with Licensing Regulations where appropriate.
- Handle child care enrolment enquiries and allocate places in accordance with Policy where appropriate.
- Act as a positive role model and care giver for staff, parents, students and children.
- Direct and supervises the duties of support staff, volunteers and students, and ensures that appropriate standards in care are maintained at all times.
- Arrange the placement and/or maintenance of the centres equipment, furnishing, toys and consumable materials as required.
- Where appropriate collect fees, issue receipts and forward monies to appropriate officer.
- Select short-term relief staff as required and assist with appointment and orientation of child care staff.
- To conduct staff meetings and attends other relevant meetings.
- To encourage team-work amongst staff.

- Operate within the requirements of Government Legislation, Regulations and relevant Industrial Awards.
- To provide leadership and direction for other staff.

#### 17. - COLLEGE VACATION PERIODS

This clause shall apply only to employees paid according to Column B in Clause 16. - Salaries and Wages.

- (1) An employee shall not be required to be present for duty on any day on which the centre is not open.
- (2) Subject to the provisions of subclause (3) of this clause each employee shall be paid their ordinary salary for any day on which the employee is relieved of the obligation to present themselves for work.
- (3) In the event of the College requiring the child care centre to open for operation during a term or semester vacation when the centre does not ordinarily open the employee shall be paid for the ordinary hours worked at the rate of time and one-half.
- (4) An employee who works for a minimum of four continuous weeks but less than an academic year shall be entitled to payment at the ordinary rate of pay for or in lieu of the term and semester vacation periods related to that academic year on the basis of 0.3 of one week's wages for each academic week the employee was employed to work in the child care centre.
- (5) An annual leave loading shall be included in the last payment of ordinary wages made prior to Christmas Day or in the event of a termination prior to the end of the college year in the final payment made to the employee.
- (6) Subject to subclause (7) of this clause, the annual leave loading shall be 17.5% of four weeks' wages at the rate of pay applicable at the time of payment.
- (7) Where an employee is employed for less than the full college year, the annual leave loading shall be paid on a pro rata basis in the same proportion as the number of weeks which the employee was employed to actually work in the centre bears to the number of weeks in the same college year.

SCHEDULE A - PARTIES TO THE AWARD

The following organisation is a party to this award:

United Voice WA



SCHEDULE B - RESPONDENTS

Hon. Minister for Community Services  
189 Royal Street  
EAST PERTH WA 6000

Hon. Minister for Health  
189 Royal Street  
EAST PERTH WA 6000

Hon. Minister for Education  
151 Royal Street  
EAST PERTH WA 6000

Hedland College  
Forrest Close  
SOUTH HEDLAND WA 6722

Karratha College  
Millstream Road  
KARRATHA WA 6714

Kalgoorlie College  
Cassidy Street  
KALGOORLIE WA 6430

Attorney General  
30<sup>th</sup> Floor Allendale Square  
77 St Georges Tce  
PERTH WA 6000

VARIATION RECORD

**CHILDREN'S SERVICES (GOVERNMENT) AWARD 1989**

**NO. A 29 & PSA A 29A OF 1985**

Delivered at 23/02/89 69 WAIG 1079.

Consolidated s93(6) 09/05/91 at 71 WAIG 1329

CLAUSE NO.	EXTENT OF VARIATION	ORDER NO.	OPERATIVE DATE	GAZETTE REFERENCE
<b>1. Title</b>				
(1A. State Wage Principles)				
	Ins. Cl.	1752/91	31/01/92	72 WAIG 191
	Cl. & Title	1457/93	24/12/93	74 WAIG 198
(1A. State Wage Principles December 1993)				
	Cl. & Title	985/94	30/12/94	75 WAIG 23
(1A. Statement of Principles December 1994)				
	Cl. & Title	1164/95	21/03/96	76 WAIG 911
(1A. Statement of Principles March 1996)				
	Cl & Title	915/96	7/08/96	76 WAIG 3368
(1A Statement of Principles - August 1996)				
	Cl & Title	940/97	14/11/97	77 WAIG 3177
(1A. Statement of Principles - November 1997)				
	Cl. & Title	757/98	12/06/98	78 WAIG 2579
(1A. Statement of Principles - June, 1998)				
	Del. Cl.	609/99	06/07/99	79 WAIG 1847

<b>1B. Minimum Adult Award Wage</b>				
	Ins. 1B	940/97	14/11/97	77 WAIG 3177
	Cl.	1084/98	20/07/98	78 WAIG 3493
	Min. Wage Rate & Text.	609/99	01/08/99	79 WAIG 1847
	Cl	654/00	01/08/00	80 WAIG 3379
	Cl	752/01	01/08/01	81 WAIG 1721
	Cl.	797/02	01/08/02	82 WAIG 1369
	Cl.	569/03	5/06/03	83 WAIG 1899
	(9)	1197/03	1/11/03	83 WAIG 3537
	Cl	570/04	4/06/04	84 WAIG 1521
	Cl.	576/05	07/07/05	85 WAIG 2083 & 2249
	Cl.	957/05	07/07/06	86 WAIG 1631 & 1777
	Cl.	1/07	01/07/07	87 WAIG 1487 & 1648
	Cl	115/07	01/07/08	88 WAIG 773 & 922
	Cl	1/09	01/10/09	89 WAIG 735 & 1337
	Cl	2/10	01/07/10	90 WAIG 568 & 836
	Cl	2/11	01/07/11	91 WAIG 1008 & 1352
	Cl	2/12	01/07/12	92 WAIG 1059
	Cl.	1/13	01/07/13	93 WAIG 737
	Cl.	1/14	01/07/14	94 WAIG 954
	Cl.	1/15	01/07/15	95 WAIG 934
	Cl.	1/16	01/07/16	96 WAIG 789
	Cl.	1/17	01/07/17	97 WAIG 854

	Cl.	1/18	01/07/18	98 WAIG 263 & 561
	Cl	1/19	01/07/19	99 WAIG 509 & 883
<b>2. Arrangement</b>				
	Ins cls.27 28 & 29	P20/90(R2)	10/05/90	70 WAIG 1766
	Ins. 1A	1752/91	31/01/92	72 WAIG 191
	17.	1039/92	18/02/93	73 WAIG 570
	Del. Appen., Ins. Sch A & Sch. B	539/93	30/04/93	73 WAIG 1647
	Cl.	1444/92	27/05/93	73 WAIG 1542
(EDIT NOTE: Reference to Schedules A & B deleted by 1444/92)				
	Cl.	1444/92 corr.	27/05/93	73 WAIG 1917
	1A. Title	1457/93	24/12/93	74 WAIG 198
	1A. Title	985/94	30/12/94	75 WAIG 23
	1A. Title	1164/95	21/03/96	76 WAIG 911
	1A. Title	915/96	7/08/96	76 WAIG 3368
	1A	940/97	14/11/97	77 WAIG 3177
	Ins. 1B	940/97	14/11/97	77 WAIG 3177
	1A. Title	757/98	12/06/98	78 WAIG 2579
	Del. 1A.	609/99	06/07/99	79 WAIG 1847
<b>3. Area and Scope</b>				
	Cl.	1444/92	27/05/93	73 WAIG 1542
<b>4. Term</b>				

<b>5. Definitions</b>				
	"Child Care Worker" definition altered	P20/90(R2)	10/05/90	70 WAIG 1766
	Amend Definitions	1523/90	10/05/93	76 WAIG 159
	Cl.	20/13	27/05/13	93 WAIG 505
<b>6. Contract of Service</b>				
	Ins. (7)	1444/92 corr.	27/05/93	73 WAIG 1917
<b>7. Hours of Work</b>				
<b>8. Part Time and Casual Employees</b>				
	(3)	1444/92	27/05/93	73 WAIG 1542
<b>9. Meal Breaks</b>				
<b>10. Overtime</b>				
	(4)(a) amounts only	P20/90(R2)	10/05/90	70 WAIG 1766
	(4)(a)	1444/92	27/05/93	73 WAIG 1542
	Rates - (4)	1390/96	12/11/96	77 WAIG 236
	(4)(a)	675/00	24/11/00	80 WAIG 5513
	(4)(a)	1052/01	7/1/02	82 WAIG 226
	(4)(a)	1000/02	28/01/03	83 WAIG 467

	(4)(a)	620/03	11/3/05	85 WAIG 1017
	(4)(a)	149/06	02/04/07	87 WAIG 615
	(4)(a)	88/08	19/11/08	88 WAIG 2259
	(4)(a)	20/13	27/05/13	93 WAIG 505
<b>11. Public Holidays</b>				
<b>12. Annual Leave</b>				
	(8)	771/89	03/08/89	69 WAIG 2704
	(1)	1393/89(R)	10/10/89	69 WAIG 3517
	Ins preamble	P20/90(R2)	10/05/90	70 WAIG 1766
	Preamble	1444/92	27/05/93	73 WAIG 1542
	Del (1) Ins (1)(a) & (b)	20/13	27/05/13	93 WAIG 505
<b>13. Sick Leave</b>				
<b>14. Long Service Leave</b>				
(15. Leave to Attend Union Business)				
	Del. Cl.	1444/92	27/05/93	73 WAIG 1542
<b>15. Conditions and Allowances</b>				
	Ins. Cl.	1444/92	27/05/93	73 WAIG 1542

(16. Trade Union Training Leave)				
	Del. Cl.	1444/92	27/05/93	73 WAIG 1542
(17. Maternity Leave)				
	Del. Cl.	1039/92	18/02/93	73 WAIG 570
(17. Parental Leave)				
	Ins. Cl.	1039/92	18/02/93	73 WAIG 570
	Del. Cl.	1444/92	27/05/93	73 WAIG 1542
(18. Compassionate Leave)				
	Del. Cl.	1444/92	27/05/93	73 WAIG 1542
(19. Salaries and Wages)				
	Preamble (includes commitment)	771/89	03/08/89	69 WAIG 2704
	Cl.	1393/89(R)	10/10/89	69 WAIG 3517
	(1) to (5)	P20/90(R2)	10/05/90	70 WAIG 1766
	Cl. & title	1444/92	27/05/93	73 WAIG 1542
<b>16. Salaries and Wages</b>				
	Cl	1557/93	27/05/94	74 WAIG 2365
	Cl.	1122/94	16/06/95	75 WAIG 2322
	Del (2)-(4) & Ins. (2)-(15)	1523/90	10/05/93	76 WAIG 159
	(2)-(7); Renumb (8)- (15) as (9)- (16);			

	Delete tables following (16) needs correcting order to vary (9)(b) ie. should be (10)(b) as clause was renumbered	1349,1350,1351/95 & 1523B/90	12/04/96	76 WAIG 1290
	Del.(2)-(7) & Ins.(2)&(3); Renumber exist (8)-(16) as (4)-(12)	1349B,1350,1351/95 & 1523B/90	01/04/96	76 WAIG 1292
	Corr. Order	1349B,1350 etc	01/04/96	76 WAIG 2501
	Del.(1),(2)&(3) & Ins.(1)&(2); Renumber (4)-(10) as (3)-(9) Del.(11); Ins.(10)&(11)	324/96	16/06/96	76 WAIG 3736
	Rates & Ins. Text	940/97	14/11/97	77 WAIG 3177
	Date (2)	940/97	14/11/97	77 WAIG 3177
	(2)(a)-(f);ins. (11); renum. (11)&(12) as (12)&(13)	1084/98	20/07/98	78 WAIG 3493
	Rates (2)(a)-(d), (f); (11) text.	609/99	01/08/99	79 WAIG 1847
	Cl	654/00	01/08/00	80 WAIG 3379
	Cl	752/01	01/08/01	81 WAIG 1721
	(a-d) & (f)	797/02	01/08/02	82 WAIG 1369
	Cl.	569/03	5/06/03	83 WAIG 1899 & 2062
	Cl	570/04	4/06/04	84 WAIG 1521 & 1638
	Cl.	576/05	07/07/05	85 WAIG 2083 & 2249
	Cl.	957/05	07/07/06	86 WAIG 1631 & 1777
	Cl.	1/07	01/07/07	87 WAIG 1487 & 1648
	Cl	115/07	01/07/08	88 WAIG 773 & 922
	Cl	1/09	01/10/09	89 WAIG 735 & 1337



	Cl	2/10	01/07/10	90 WAIG 568 & 836
	Cl	2/11	01/07/11	91 WAIG 1008 & 1352
	Cl	2/12	01/07/12	92 WAIG 1059
	Cl.	1/13	01/07/13	93 WAIG 737
	Cl.	1/14	01/07/14	94 WAIG 954
	Cl.	1/15	01/07/15	95 WAIG 934
	Cl.	1/16	01/07/16	96 WAIG 789
	Cl.	1/17	01/07/17	97 WAIG 854
	Cl.	1/18	01/07/18	98 WAIG 263 & 561
	Cl	1/19	01/07/19	99 WAIG 509 & 883
(20. District Allowances)				
	(6)	279/89	01/01/89	69 WAIG 2297
	Gen/Ord. - Dist.All. table	241/91	01/01/90	78 WAIG 3493
	Corrected Order	241/91	01/01/90	71 WAIG 2007
	Gen/Ord. - Dist.All. table	280/91	01/01/91	78 WAIG 3493
	Corrected Order	280/91	01/01/91	71 WAIG 2007
	Consolidated	s93(6)	09/05/91	71 WAIG 1329
	Del. Cl.	1444/92	27/05/93	73 WAIG 1542
(21. Payment of Salaries and Wages)				
	Del. Cl.	1444/92	27/05/93	73 WAIG 1542
(22. Deduction of Union Subscriptions)				

	Del. Cl.	1444/92	27/05/93	73 WAIG 1542
(23. Right of Entry)				
	Del. Cl.	1444/92	27/05/93	73 WAIG 1542
(24. Posting of Award)				
	Del. Cl.	1444/92	27/05/93	73 WAIG 1542
(25. Time and Salary/Wages Record)				
	Del. Cl.	1444/92	27/05/93	73 WAIG 1542
(26. College Vacation Periods)				
	Cl.	P20/90(R2)	10/05/90	70 WAIG 1767
	Cl. & title	1444/92	27/05/93	73 WAIG 1542
<b>17. College Vacation Periods</b>				
	Preamble	1444/92	27/05/93	73 WAIG 1542
(27. Introduction of Change)				
	Ins. cl.	P20/90(R2)	10/05/90	70 WAIG 1767
	Del. Cl.	1444/92	27/05/93	73 WAIG 1542
(28. Award Modernisation)				
	Ins. cl.	P20/90(R2)	10/05/90	70 WAIG 1768

	Del. Cl.	1444/92	27/05/93	73 WAIG 1542
<b>(29. Skills Acquisition)</b>				
	Ins. cl.	P20/90(R2)	10/05/90	70 WAIG 1768
	Del. Cl.	1444/92	27/05/93	73 WAIG 1542
<b>Schedule A - Parties to the Award</b>				
	Ins. Sch.	539/93	30/04/93	73 WAIG 1647
	Sch	20/13	27/05/13	93 WAIG 505
<b>(Appendix - Schedule of Respondents)</b>				
	Rename. Sch.	539/93	30/04/93	73 WAIG 1647
	Sch.	675/00	24/11/00	80 WAIG 5513
<b>Schedule B - Respondents</b>				
	Sch	692/04	13/12/04	85 WAIG 247