Early Childhood Education and Care

MULTI-EMPLOYER AGREEMENT

2024-2026



Note – this is an unofficial copy of the agreement consolidated by staff of the Fair Work Commission as at 19 December 2025. All employers covered by this agreement can be found in Part G of this version. The original agreement and subsequent variations can be found on the Commission's website.

Note - the model flexibility term is taken to be a term of this agreement and can be found at the end of the agreement.

Note - this agreement is to be read together with undertakings given by the relevant employers. The undertakings are taken to be a term of the agreement for those employers. A copy of the undertakings can be found at the end of the agreement.

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Part A – Common Conditions

Section 1 – Application, Operation and Purpose of the Agreement

1. Title

1.1 Early Childhood Education and Care Multi-Employer Agreement 2024-2026.

2. Commencement. nominal expiry date and renegotiation

2.1 This Agreement shall commence operation in accordance with the Fair Work Act 2009 (Cth) (the Act). Wage rates in this Agreement shall operate from the dates specified in Schedule A.

2.2 The nominal expiry date of this Agreement is 30 November 2026.

2.3 The Parties covered by this Agreement will commence negotiations for a replacement agreement no later than three months prior to the nominal expiry of this Agreement. The Parties will endeavour to involve the Australian Government in these negotiations.

3. Definitions and interpretation

3.1 In this Agreement, unless the contrary intention appears:

Act means the *Fair Work Act 2009* (Cth).

all other teachers means an employee who does not have the qualifications of a 3 year, 4 year or 5 year trained teacher.

APST means the Australian Professional Standards for Teachers established by the Australian Institute for Teaching and School Leadership.

adjunct care means care provided within a facility where the parent or guardian remains responsible for the child and remains close by, usually on the premises.

adult apprentice means an apprentice who is 21 years of age or over at the commencement of their apprenticeship.

AQF means the Australian Qualifications Framework.

Arrangement means an individual flexibility arrangement under clause 7 of this Agreement.

casual employee has the meaning given by section 15A of the Act.

children's services means a program providing care, support supervision and development for children in the children's services and early childhood education sector.

children's services and early childhood education sector means the sector of long day care, occasional care (including those occasional care services not licensed), nurseries, children's service centres, day care facilities, family based children's service, out-of-school hours care, vacation care, adjunct care, in-home care, kindergartens and preschools, mobile centres and early childhood intervention programs.

CS Award means the *Children's Services Award 2010*.

defined benefit member has the meaning given by the *Superannuation Guarantee (Administration) Act 1992* (Cth).

director means the employee appointed by the employer to be responsible for the overall management and administration of a children's service.

Early childhood teacher means a teacher employed in the children's services and early childhood education sector.

EST Award means the *Educational Services (Teachers) Award 2020*.

employee means a person employed by an employer performing work covered by one of the classifications in Schedule C or Schedule D of this Agreement and covered by this Agreement pursuant to clause 5.

employer means an employer covered by this Agreement in accordance with the Act.

full registration has the same meaning as proficient accreditation.

long day care centre means a children's service establishment which usually provides services over a period of approximately eight hours or more each day for approximately 48 weeks or more during the year.

MySuper product has the meaning given by the *Superannuation Industry (Supervision) Act 1993* (Cth).

NES means the National Employment Standards as contained in sections 59 to 131 of the Act.

occasional care means a service that provides short-term children's services.

out-of-school hours care means a program providing children's services and recreation before and/or after school hours and/or during school vacation periods.

Standalone preschool / kindergarten means a dedicated centre based service that is not an approved service for the purposes of the Child Care Subsidy providing an early education and care program for children in the 2 years before school, delivered by a qualified teacher on a sessional basis or during school terms.

proficient accreditation means accreditation as a proficient teacher that meets the requirements for full registration by a body which oversees accreditation and recognition of teachers' professional capacity in any State or Territory. A reference to full registration is a reference to proficient accreditation.

regular casual employee has the meaning given by section 12 of the Act.

standard rate means the following:

For a Children's Services employees, standard rate has the same meaning as clause 3 of the *Children's Services Award 2010*, with any applicable increase arising from clause 11 of this Agreement.

Note: The standard rate in the *Children's Services Award 2010* as at 1 July 2024 was $1032.30. For an employer in receipt of the ECEC Worker Retention Payment (EWRP) in accordance with clause 11, the standard rate from 2 December 2024 would be $1,135.82 ($1,032.30 + EWRP component of $103.52).

For an Early Childhood Teacher, standard rate has the same meaning as clause 2 of the *Educational Services (Teachers) Award 2020*, with any applicable increase arising from clause 11 of this Agreement.

Note: The standard rate in the *Educational Services (Teachers) Award 2020* as at 1 July 2024 was $70,045. For an employer in receipt of the ECEC Worker Retention Payment (EWRP) in accordance with clause 11, the standard rate from 2 December 2024 would be $77,053.16($70,045.00 + EWRP component of $7,008.16).

Trainee means an employee undertaking a traineeship under a training contract, as described in Schedule E of this Agreement.

teacher means a person employed as such by a school, children's service or early childhood education service and who performs duties which include delivering an educational program, assessing student participation in an education program, administering an education program and performing other duties incidental to the delivery of the education program. So as to remove any doubt, teacher includes a teacher in a senior leadership position, but not a principal or deputy principal.

vacation care means a service that provides care for school age children during non-term time.

4. Purpose of this Agreement

4.1 This Agreement has been made to:

(a) provide for funded pay and working conditions for employees working under the Agreement;

(b) set a standard for professional development for educators and teachers;

(c) support attraction and retention in the sector;

(d) encourage improvement in quality and inclusion especially associated with children with additional needs;

(e) support the operational viability of services recognising the diversity of the size, management structures and geographical location of services in the sector; and

(f) contribute to the improvement of community perceptions and value of the sector.

5. Coverage and savings

5.1 This Agreement covers the employers listed in Part G and their employees in the classifications listed in Schedules C and D who are employed by those employers in the children's services and early childhood education sector.

5.2 This Agreement operates to the exclusion of any modern award, unless part of a modern award is incorporated into this Agreement by way of express reference.

5.3 This Agreement does not cover employees working in:

(a) Adjunct care;

(b) A stand alone preschool or kindergarten;

(c) Occasional care;

(d) Out of hours school care;

(e) Vacation care;

(f) Mobile centres; or

(g) Stand alone early childhood intervention programs.

5.4 This Agreement does not apply to any employee who is employed under, or covered by the following enterprise agreements:

(a) Victorian Early Childhood Teachers and Educators Agreement 2020, Victorian Early Educators Agreement 2020, Victorian Early Childhood Agreement 2021 (or their successors);

(b) Early Education Employees Agreement 2020 (or its successor);

(c) Gowrie Victoria Early Childhood Teachers Enterprise Agreement 2022; and

(d) Bega Valley Pre-schools Teachers Multi-Enterprise Agreement 2024

5.5 This Agreement applies to employees as follows:

(a) Part A of this Agreement applies to all employees covered by this Agreement, including Trainees;

(b) Part B applies only to employees employed in teaching classifications listed in Schedule D – Early Childhood teacher classifications;

(c) Part C applies only to employees employed in children services classifications listed in Schedule C – Children's Services classifications and Trainees;

(d) Part D contains schedules for rates of pay, allowances, classifications, and provisions relating to supported wages, trainees, apprenticeships, and juniors;

(e) Part E contains example forms and employer-employee agreements; and

(f) Part G lists the employers covered by this Agreement.

5.6 **No reduction in existing pay or conditions**

(a) No employee shall suffer a reduction in their rate of pay or conditions of employment as a consequence of the making of this Agreement or the variation of this Agreement to add an employer.

5.7 **Preserved pay and conditions for not-for-profit and community managed centres**

(a) Clause 5.7 applies to all not-for-profit centres and community managed services.

(b) "Preserved Pay and Conditions" means pay or conditions of employment, excluding those contained in policies or procedures, that:

(i) a group or class of employees were all entitled to immediately before their employer became covered by this Agreement; and

(ii) are more beneficial than what that group or class of employees would be entitled to under this Agreement.

(c) After their employer becomes covered by this Agreement, an employee will continue to be entitled to the Preserved Pay and Conditions of the group or class of employees to which they belong to the extent of any inconsistency with this Agreement.

(d) Where an employee commences employment after the commencement of this Agreement or after there is a variation to this Agreement to add their employer, the employee will also be entitled to the Preserved Pay and Conditions of the group or class of employees to which they belong to the extent of any inconsistency with this Agreement.

(e) For clarity, clause 5.7 is intended to ensure that all current and future employees employed in not-for-profit centres and community managed services continue to receive the more beneficial pay and conditions of employment notwithstanding their employer's coverage under this Agreement.

6. Access to the Agreement and the National Employment Standards

Note: this clause applies to all employees.

6.1 The National Employment Standards (NES) shall apply.

6.2 Where there is an inconsistency between this Agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.

6.3 The employers must ensure that copies of this Agreement and the NES are available to all employees covered by this Agreement, either on a noticeboard which is conveniently located at the workplace or through electronic means.

7. Individual Flexibility Arrangements

Note: This clause applies to all employees.

7.1 Despite anything else in this Agreement, an employer and an individual employee may agree to vary the application of the terms of this Agreement relating to any of the following in order to meet the genuine needs of both the employee and the employer:

(a) arrangements for when work is performed; or

(b) overtime rates; or

(c) penalty rates; or

(d) allowances; or

(e) annual leave loading.

7.2 An Arrangement must be one that is genuinely made by the employer and the individual employee without coercion or duress.

7.3 An Arrangement may only be made after the individual employee has commenced employment with the employer.

7.4 An employer who wishes to initiate the making of an Arrangement must:

(a) give the employee a written proposal; and

(b) if the employer is aware that the employee has, or reasonably should be aware that the employee may have, limited understanding of written English, take reasonable steps (including providing a translation in an appropriate language) to ensure that the employee understands the proposal.

7.5 An Arrangement must result in the employee being better off overall at the time the Arrangement is made than if the Arrangement had not been made.

7.6 An Arrangement must do all of the following:

(a) state the names of the employer and the employee; and

(b) identify the term, or terms, the application of which is to be varied; and

(c) set out how the application of the term, or each term, is varied; and

(d) set out how the agreement results in the employee being better off overall at the time the agreement is made than if the agreement had not been made; and

(e) state the date the agreement is to start.

7.7 An Arrangement must be:

(a) in writing; and

(b) signed by the employer and the employee and, if the employee is under 18 years of age, by the employee's parent or guardian.

7.8 Except as provided in sub-clause 7.7(b), an Arrangement must not require the approval or consent of a person other than the employer and the employee.

7.9 The employer must keep the Arrangement as a time and wages record and give a copy to the employee.

7.10 The employer and the employee must genuinely agree, without duress or coercion to any variation of the Agreement provided for by an Arrangement.

7.11 An Arrangement may be terminated:

(a) at any time, by written agreement between the employer and the employee; or

(b) by the employer or employee giving 13 weeks' written notice to the other party (reduced to 4 weeks if the Arrangement was entered into before the first full pay period starting on or after 4 December 2013).

Note: If an employer and employee agree to an arrangement that purports to be an individual flexibility arrangement under this Agreement term and the arrangement does not meet a requirement set out in s.144 then the employee or the employer may terminate the arrangement by giving written notice of not more than 28 days (see s.145 of the Act).

7.12 An Arrangement terminated as mentioned in sub-clause 7.11(b) ceases to have effect at the end of the period of notice required under that clause.

7.13 The right to make an Arrangement under clause 7 is additional to, and does not affect, any other term of this Agreement that provides for an agreement between an employer and an individual employee.

Section 2 – Common conditions about consultation, change and dispute resolution

8. Consultation about major workplace change

Note: This clause applies to all employees.

8.1 If an employer makes a definite decision to make major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer must:

(a) give notice of the changes to all employees who may be affected by them and their representatives (if any); and

(b) discuss with affected employees and their representatives (if any):

(i) the introduction of the changes; and

(ii) their likely effect on employees; and

(iii) measures to avoid or reduce the adverse effects of the changes on employees; and

(c) commence discussions as soon as practicable after a definite decision has been made.

8.2 For the purposes of the discussion under sub-clause 8.1(b), the employer must give in writing to the affected employees and their representatives (if any) all relevant information about the changes including:

(a) their nature; and

(b) their expected effect on employees; and

(c) any other matters likely to affect employees.

8.3 Clause 8.2 does not require an employer to disclose any confidential information if its disclosure would be contrary to the employer's interests.

8.4 The employer must promptly consider any matters raised by the employees or their representatives about the changes in the course of the discussion under clause 8.1(b).

8.5 In this clause, **significant effects**, on employees, includes any of the following:

(a) termination of employment; or

(b) major changes in the composition, operation or size of the employer's workforce or in the skills required; or

(c) loss of, or reduction in, job or promotion opportunities; or

(d) loss of, or reduction in, job tenure; or

(e) alteration of hours of work; or

(f) the need for employees to be retrained or transferred to other work or locations; or

(g) job restructuring.

8.6 Where this Agreement makes provision for alteration of any of the matters defined at clause 8.5, such alteration is taken not to have significant effect.

8.7 **Consultation about changes to rosters or hours of work**

(a) Clause 8.7 applies if an employer proposes to change the regular roster or ordinary hours of work of an employee, other than an employee whose working hours are irregular, sporadic or unpredictable.

(b) The employer must consult with any employees affected by the proposed change and their representatives (if any).

(c) For the purpose of the consultation, the employer must:

(i) provide to the employees and representatives mentioned in sub-clause (b)(b) information about the proposed change (for example, information about the nature of the change and when it is to begin); and

(ii) invite the employees to give their views about the impact of the proposed change on them (including any impact on their family or caring responsibilities) and also invite their representative (if any) to give their views about that impact.

(d) The employer must consider any views given under sub-clause 8.7(c)(ii).

(e) Clause 8.7 is to be read in conjunction with any other provisions of this Agreement concerning the scheduling of work or the giving of notice.

8.8 Requests for flexible working arrangements

(a) Requests for flexible working arrangements are provided for in the NES.

NOTE: Disputes about requests for flexible working arrangements may be dealt with under clause 9 — Dispute resolution and/or under section 65B of the Act .

9. Dispute resolution

Note: This clause applies to all employees.

9.1 If a dispute relates to:

(a) a matter arising under this Agreement; or

(b) the National Employment Standards;

this term sets out procedures to settle the dispute.

9.2 An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.

9.3 In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the employee or employees and relevant supervisors and/or management.

9.4 If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to Fair Work Commission.

9.5 The Fair Work Commission is to deal with the dispute in 2 stages:

(a) the Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and

(b) if the Fair Work Commission is unable to resolve the dispute at the first stage, either or both parties may request the Fair Work Commission determine the dispute. If such a request is made, the Fair Work Commission shall then:

(i) arbitrate the dispute; and

(ii) make a determination that is binding on the parties.

Note: If the Fair Work Commission arbitrates the dispute, it may also use the powers that are available to it under the Act.

A decision that Fair Work Commission makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.

9.6 After a request has been made in accordance with sub-clause 9.5(b) if the employer and employee(s) concerned reach a settlement for the matter(s) in dispute then the Fair Work Commission shall discontinue the matter.

9.7 Nothing prevents the Fair Work Commission as it considers appropriate from undertaking further mediation or conciliation, after a request has been made in accordance with clause 9.5(b).

9.8 While the parties are trying to resolve the dispute using the procedures in this term:

(a) an employee must continue to perform their work as they would normally unless they have a reasonable concern about an imminent risk to their health or safety; and

(b) an employee must comply with a direction given by the employer to perform other available work at the same workplace, or at another workplace, unless:

(i) the work is not safe; or

(ii) applicable occupational health and safety legislation would not permit the work to be performed; or

(iii) the work is not appropriate for the employee to perform; or

(iv) there are other reasonable grounds for the employee to refuse to comply with the direction.

9.9 The parties to the dispute agree to be bound by a decision made by Fair Work Commission in accordance with this term.

10. Workplace delegates' rights

Note: This clause applies to all employees.

10.1 Clause 10 provides for the exercise of the rights of workplace delegates set out in section 350C of the Act.

Note: Under section 350C(4) of the Act, the employer is taken to have afforded a workplace delegate the rights mentioned in section 350C(3) if the employer has complied with clause 10.

10.2 In clause 10:

(a) **employer** means the employer of the workplace delegate;

(b) **delegate's organisation** means the employee organisation in accordance with the rules of which the workplace delegate was appointed or elected; and

(c) **eligible employees** means members and persons eligible to be members of the delegate's organisation who are employed by the employer in the enterprise.

10.3 Before exercising entitlements under clause 10, a workplace delegate must give the employer written notice of their appointment or election as a workplace delegate. If requested, the workplace delegate must provide the employer with evidence that would satisfy a reasonable person of their appointment or election.

10.4 An employee who ceases to be a workplace delegate must give written notice to the employer within 14 days.

10.5 **Right of representation**

A workplace delegate may represent the industrial interests of eligible employees who wish to be represented by the workplace delegate in matters including:

(a) consultation about major workplace change;

(b) consultation about changes to rosters or hours of work;

(c) resolution of disputes;

(d) disciplinary processes;

(e) enterprise bargaining where the workplace delegate has been appointed as a bargaining representative under section 176 of the Act or is assisting the delegate's organisation with enterprise bargaining; and

(f) any process or procedure within an award, enterprise agreement or policy of the employer under which eligible employees are entitled to be represented and which concerns their industrial interests.

10.6 **Entitlement to reasonable communication**

(a) A workplace delegate may communicate with eligible employees for the purpose of representing their industrial interests under clause 10.5. This includes discussing membership of the delegate's organisation and representation with eligible employees.

(b) A workplace delegate may communicate with eligible employees during working hours or work breaks, or before or after work.

10.7 **Entitlement to reasonable access to the workplace and workplace facilities**

(a) The employer must provide a workplace delegate with access to or use of the following workplace facilities:

(i) a room or area to hold discussions that is fit for purpose, private and accessible by the workplace delegate and eligible employees;

(ii) a physical or electronic noticeboard;

(iii) electronic means of communication ordinarily used in the workplace by the employer to communicate with eligible employees and by eligible employees to communicate with each other, including access to Wi-Fi;

(iv) a lockable filing cabinet or other secure document storage area; and

(v) office facilities and equipment including printers, scanners and photocopiers.

(b) The employer is not required to provide access to or use of a workplace facility under clause 10.7(a) if:

(i) the workplace does not have the facility;

(ii) due to operational requirements, it is impractical to provide access to or use of the facility at the time or in the manner it is sought; or

(iii) the employer does not have access to the facility at the enterprise and is unable to obtain access after taking reasonable steps.

10.8 **Entitlement to reasonable access to training**

(a) Unless the employer is a small business employer, the employer must provide a workplace delegate with access to up to 5 days of paid time during normal working hours per year, to attend training related to representation of the industrial interests of eligible employees, subject to the following conditions:

(i) In each year commencing 1 July, the employer is not required to provide access to paid time for training to more than one workplace delegate per 50 eligible employees.

(ii) The number of eligible employees will be determined on the day a delegate requests paid time to attend training, as the number of eligible employees who are:

(A) full-time or part-time employees; or

(B) regular casual employees.

(b) Payment for a day of paid time during normal working hours is payment of the amount the workplace delegate would have been paid for the hours the workplace delegate would have been rostered or required to work on that day if the delegate had not been absent from work to attend the training.

(c) The workplace delegate must give the employer not less than 4 weeks' notice (unless the employer and delegate agree to a shorter period of notice) of the dates of the training.

(d) If requested by the employer, the workplace delegate must provide the employer with an outline of the training content.

(e) The employer must advise the workplace delegate not less than 2 weeks from the day on which the training is scheduled to commence, whether the workplace delegate's access to paid time during normal working hours to attend the training has been approved. Such approval must not be unreasonably withheld.

(f) The workplace delegate must, within 7 days after the day on which the training ends, provide the employer with evidence that would satisfy a reasonable person of their attendance at the training.

(g) In sub-clause 10.8(a), **small business employer** has the same meaning as in section 23 of the Act.

10.9 **Exercise of entitlements under clause 10**

(a) A workplace delegate's entitlements under clause 10 are subject to the conditions that the workplace delegate must, when exercising those entitlements:

(i) comply with their duties and obligations as an employee;

(ii) comply with the reasonable policies and procedures of the employer, including reasonable codes of conduct and requirements in relation to occupational health and safety and acceptable use of ICT resources;

(iii) not hinder, obstruct or prevent the normal performance of work; and

(iv) not hinder, obstruct or prevent eligible employees exercising their rights to freedom of association.

(b) Clause 10 does not require the employer to provide a workplace delegate with access to electronic means of communication in a way that provides individual contact details for eligible employees.

(c) Clause 10 does not require an eligible employee to be represented by a workplace delegate without the employee's agreement.

Note: Under section 350A of the Act, the employer must not:
(a) unreasonably fail or refuse to deal with a workplace delegate; or
(b) knowingly or recklessly make a false or misleading representation to a workplace delegate; or
(c) unreasonably hinder, obstruct or prevent the exercise of the rights of a workplace delegate under the Act or clause 10.

Section 3 – Common conditions about wages and superannuation

Note: Schedule A contains the wage rates which apply under this Agreement

11. ECEC Worker Retention Payment (EWRP)

11.1 Definitions

In this clause the following words have the following meanings:

Word	Meaning
EWRP	The Early Childhood Education and Care Worker Retention Payment set out in the Early Childhood Education and Care Worker Retention Payment Grant Opportunity Guidelines released on 01/10/2024.
Grant Guidelines	The Early Childhood Education and Care Worker Retention Payment Grant Opportunity Guidelines released on

	01/10/2024, or as varied from time to time.
Grant	The funding grant available to an employer set out in the Grant Guidelines.
Award	The Children's Services Award 2010 (CS Award) or the Educational Services (Teachers) Award 2020 (EST Award).
Actual ordinary hourly rate of pay	Is the ordinary rate of pay that applied to the employee immediately prior to the commencement of the EWRP under this clause.
Payment Date	The date established in accordance with clause 11.8.

11.2 The Commonwealth Government have made available funding for an Early Childhood Education and Care Worker Retention Payment set out in the Grant Guidelines.

11.3 The purpose of this clause is to facilitate Employees receiving the EWRP.

11.4 The Employer shall pay the EWRP in accordance with this clause.

11.5 **EST Award**

For Employees covered by the EST Award, the EWRP will be calculated as follows:

First Increase

(a) from the Payment Date until 30 November 2025, in addition to the Employee's actual ordinary hourly rate of pay, they shall receive the amount set out in Schedule A, Table 2, Column 4, of the Grant Guidelines for each hour worked; and

Second Increase

(b) (in addition to the amount calculated in accordance with clause 11.5(a), from 1 December 2025, in addition to the Employee's actual ordinary hourly rate of pay they shall receive an amount, for each hour worked, equivalent to:

(i) 5% of the then Award rate for their Award classification (An example is set out below); or

(ii) (for simplicity) if the Commonwealth reissue Schedule A, Table 2, of the Grant Guidelines for the 1 December 2025 increase, such amount provided for in the reissued Grant Guidelines.

Example: On 1 December 2025, the minimum award rate is $25.00 an hour for the relevant classification. 5% of this amount is $1.25 so the EWRP will have $1.25 added to it.

11.6 **CS Award**

For Employees covered by the CS Award, the EWRP will be calculated as follows:

First Increase

(a) from the Payment Date until 30 November 2025, in addition to the Employee's actual ordinary hourly rate of pay, they shall receive the amount set out in Schedule A, Table 1, Column 5, of the Grant Guidelines for each hour worked); and

Second Increase

(b) (in addition to the amount calculated in accordance with clause 11.6(a), from 1 December 2025, in addition to the Employee's actual ordinary hourly rate of pay they shall receive an amount, for each hour worked, equivalent to:

(i) 5% of the then Award rate for their Award classification (An example is set out below); or

(ii) (for simplicity) if the Commonwealth reissue Schedule A, Table 1, of the Grant Guidelines for the 1 December 2025 increase, such amount provided for in the reissued Grant Guidelines.

Example: On 1 December 2025, the minimum award rate is $25.00 an hour for the relevant classification. 5% of this amount is $1.25 so the EWRP will have $1.25 added to it.

Annual Wage Review

11.7 On or after 1 July:

(a) 2025, following the Annual Wage Review 2025, the Employer shall ensure that the Employee is paid at least 10% above the relevant minimum Award rate; and

(b) 2026, following the Annual Wage Review 2026, the Employer shall ensure that the Employee is paid at least 15% above the relevant minimum Award rate.

11.8 The Employer shall commence paying the EWRP to the Employee from the date the Employer receives payment for the EWRP from the Commonwealth and if the Employer applies for the Grant before or on 30 June 2025 the EWRP shall be paid retrospectively

to 2 December 2024 and the Employer shall 'back pay' the Employee the EWRP accordingly.

11.9 To avoid any doubt, the EWRP will form part of the Employee's ordinary hourly rate of pay and be paid for all purposes of this Agreement.

11.10 The EWRP increases will also be applied to the **standard rate** for the purpose of Allowances.

11.11 Despite anything else in this clause, the EWRP shall:

(a) Only be paid if the Employer is a party to an operative Grant Agreement as contemplated by the Grant Guidelines.

(b) Cease being paid if the Employer ceases to be a party to an operative Grant Agreement provided that it has first applied for an "alternative fee growth percentage cap" in accordance with clause 9.1 of the Grant Guidelines and;

(i) the Employer has not been granted the alternative fee growth cap applied for; and

(ii) the Employer has given the affected employees at least 8 weeks' notice of their intention to cease paying the EWRP.

(c) Cease being paid if the Commonwealth terminates the Grant Agreement with the Employer, provided that the Employer has taken all reasonable steps to fulfil their obligations under the Grant Agreement.

(d) Cease being paid on 1 December 2026, unless the Grant continues in the same form (or to the same effect) after this date.

11.12 Where the EWRP ceases in accordance with clause 11.11, the Employee concerned must be paid an ordinary hourly rate of pay being the greater of the:

(a) actual ordinary hourly rate of pay; or

(b) minimum ordinary hourly Award rate that applies at that time.

11.13 If the minimum award wages in the CS Award are varied in Matter AM2024/23 (*Children's Services Award 2010*) any increase to minimum award wages up to the amount of the EWRP may be absorbed into the EWRP.

12. Payment of wages

12.1 Except on termination of employment, all wages including overtime will be paid on any day of the week other than Saturday or Sunday.

12.2 Wages may be paid weekly, fortnightly or monthly by agreement between the employer and employee, by one of the following means:

(a) cash;

(b) cheque; or

(c) payment into employee's bank or nominated financial institution account by electronic funds transfer, without cost to the employee.

13. Payment on termination of employment

13.1 The employer must pay an employee no later than 7 days after the day on which the employee's employment terminates:

(a) the employee's wages under this Agreement for any complete or incomplete pay period up to the end of the day of termination; and

(b) all other amounts that are due to the employee under this Agreement and the NES .

13.2 The requirement to pay wages and other amounts under sub-clause 13.1 is subject to further order of the Commission and the employer making deductions authorised by this Agreement or the Act.

Note 1: Section 117(2) of the Act provides that an employer must not terminate an employee's employment unless the employer has given the employee the required minimum period of notice or "has paid" to the employee payment instead of giving notice.

Note 2: Paragraph (b) allows the Commission to make an order delaying the requirement to make a payment under this clause. For example, the Commission could make an order delaying the requirement to pay redundancy pay if an employer makes an application under s.120 of the Act for the Commission to reduce the amount of redundancy pay an employee is entitled to under the NES .

Note 3: State and Territory long service leave laws or long service leave entitlements under s.113 of the Act, may require an employer to pay an employee for accrued long service leave on the day on which the employee's employment terminates or shortly after.

14. Superannuation

Note: This clause applies to all employees.

14.1 Superannuation legislation

(a) The NES and superannuation legislation, including the Superannuation Guarantee (Administration) Act 1992 (Cth), the Superannuation Guarantee Charge Act 1992 (Cth), the Superannuation Industry (Supervision) Act 1993 (Cth) and the Superannuation (Resolution of Complaints) Act 1993 (Cth), deal with the superannuation rights and obligations of employers and employees.

(b) The rights and obligations in this clause supplement those in superannuation legislation and the NES.

Note: Under superannuation legislation:

(a) Individual employees generally have the opportunity to choose their own superannuation fund.

(b) If a new employee does not choose a superannuation fund, the employer must ask the Australian Taxation Office (ATO) whether the employee is an existing member of a stapled superannuation fund and, if stapled fund details are provided by the ATO, make contributions to the stapled fund.

(c) If an employee does not choose a superannuation fund and does not have a stapled fund, the choice of superannuation fund requirements will be satisfied by contributions made to a superannuation fund nominated in this clause provided the fund is able to accept contributions for the benefit of the employee.

(d) A fund may not be able to accept contributions for the benefit of an employee if the employee would be a new member of the fund's MySuper product and the MySuper product is closed to new members because it has failed the performance tests of the Australian Prudential regulation Authority (APRA) for 2 consecutive years.

14.2 Employer contributions

An employer must make such superannuation contributions to a superannuation fund for the benefit of an employee as will avoid the employer being required to pay the superannuation guarantee charge under superannuation legislation with respect to that employee.

14.3 Voluntary employee contributions

(a) Subject to the governing rules of the relevant superannuation fund, an employee may, in writing, authorise their employer to pay on behalf of the employee a specified amount from the post-taxation wages of the employee into the same superannuation fund as the employer makes the superannuation contributions provided for in sub-clause 14.1(a).

(b) An employee may adjust the amount the employee has authorised their employer to pay from the wages of the employee from the first of the month following the giving of three months' written notice to their employer.

(c) The employer must pay the amount authorised under sub-clauses 14.3(a) or 14.3(b) no later than 28 days after the end of the month in which the deduction authorised under those clauses was made.

14.4 **Superannuation fund**

(a) Unless, to comply with superannuation legislation, the employer is required to make the superannuation contributions provided for in sub-clause 14.1(a) to another superannuation fund that is chosen by the employee, the employer must make the superannuation contributions provided for in sub-clause 14.1(a) and pay the amount authorised under sub-clauses 14.3(a) or 14.3(b) to one of the following superannuation funds or its successor provided that, in respect of new employees, the fund is able to accept new beneficiaries:

(i) AMP Superannuation Savings Trust;

(ii) AustralianSuper;

(iii) Australian Catholic Superannuation and Retirement Fund (ACSRF);

(iv) Australian Childcare Super Fund;

(v) CareSuper;

(vi) Catholic Super (CSF);

(vii) Christian Super;

(viii) Combined Fund;

(ix) Concept One the Industry Superannuation Plan;

(x) HESTA Super Fund;

(xi) Hostplus;

(xii) Lutheran Super;

(xiii) NGS Super;

(xiv) Queensland Independent Education and Care Superannuation Trust (QIEC Super);

(xv) Sunsuper;

(xvi) Tasplan;

(xvii) The Victorian Independent Schools Superannuation Fund;

(xviii) any superannuation fund to which the employer was making superannuation contributions for the benefit of its employees before 12 September 2008, provided the superannuation fund is an eligible choice fund and is a fund that offers a MySuper product or is an exempt public sector scheme; or

(xix) a superannuation fund or scheme which the employee is a defined benefit member of.

14.5 **Absence from work**

(a) Subject to the governing rules of the relevant superannuation fund, the employer must also make the superannuation contributions provided for in sub-clause 14.1(a) and pay the amount authorised under sub-clause 14.3(a) or 14.3(b):

(i) **Paid leave**—while the employee is on any paid leave;

(ii) **Work-related injury or illness**—for the period of absence from work (subject to a maximum of 52 weeks) of the employee due to work-related injury or work-related illness provided that:

(A) the employee is receiving workers compensation payments or is receiving regular payments directly from the employer in accordance with the statutory requirements; and

(B) the employee remains employed by the employer.

Section 4 – Common Leave Entitlements

15. Annual leave

Note: This clause applies to all employees.

15.1 Annual leave is provided for in the NES.

15.2 For the purposes of the additional week of leave provided by the NES, a Shiftworker is an employee on shiftwork who is required to work in accordance with a roster on Sundays and public holidays.

15.3 **Annual leave loading**

(a) In addition to the payment provided for by the NES an employer is required to pay leave loading of 17.5% of that payment.

15.4 **Direction to take annual leave during shutdown**

(a) Clause 15.4 applies if an employer:

(i) intends to shut down all or part of its operation for a particular period during the Christmas vacation (**temporary shutdown period**); and

(ii) wishes to require affected employees to take paid annual leave during that period.

(b) "Christmas vacation" means a period of no greater than two weeks covering the dates of Christmas Day (December 25), Boxing Day (December 26) and New Years Day (1 January) provided that if a long day care centre had a practice of a longer period for the vacation that longer period will apply in substitution for the two weeks.

(c) Clause 15.4 does not apply to a shutdown period during any vacation period other than the Christmas vacation. During any shutdown period to which clause 15.4 does not apply, employees will be paid the ordinary rate of pay.

(d) The employer must give the affected employees 28 days' written notice of a temporary shutdown period, or any shorter period agreed between the employer and the majority of relevant employees.

(e) The employer must give written notice of a temporary shutdown period to any employee who is engaged after the notice is given under clause 15.4(d) and who will be affected by that period, as soon as reasonably practicable after the employee is engaged.

(f) The employer may direct the employee to take a period of paid annual leave to which the employee has accrued an entitlement during a temporary shutdown period.

(g) A direction by the employer under sub-clause 15.4(f):

(i) must be in writing; and

(ii) must be reasonable.

(h) The employee must take paid annual leave in accordance with a direction under sub-clause 15.4(f).

(i) In respect of any part of a temporary shutdown period which is not the subject of a direction under sub-clause 15.4(f), an employer and an employee may agree, in writing, for the employee to take leave without pay during that part of the temporary shutdown period.

(j) An employee may take annual leave in advance during a temporary shutdown period in accordance with an agreement under clause 15.5.

(k) In determining the amount of paid annual leave to which an employee has accrued an entitlement, any period of paid annual leave taken in advance by the employee, in accordance with an agreement under clause 15.5, to which an entitlement has not been accrued, is to be taken into account.

(l) Clauses 15.7 to 15.9 do not apply to a period of annual leave that an employee is required to take during a temporary shutdown period in accordance with clause 15.5.

15.5 **Annual leave in advance**

(a) An employer and employee may agree in writing to the employee taking a period of paid annual leave before the employee has accrued an entitlement to the leave.

(b) An agreement must:

(i) state the amount of leave to be taken in advance and the date on which leave is to commence; and

(ii) be signed by the employer and employee and, if the employee is under 18 years of age, by the employee's parent or guardian.

Note: An example of the type of agreement required by clause 15.5 is set out at Schedule G.1. There is no requirement to use the form of agreement set out at Schedule G.1.

(c) The employer must keep a copy of any agreement under clause 15.5(a) as an employee record.

(d) If, on the termination of the employee's employment, the employee has not accrued an entitlement to all of a period of paid annual leave already taken in accordance with an agreement under clause 15.5, 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.

15.6 **Cashing out of annual leave**

(a) Paid annual leave must not be cashed out except in accordance with an agreement under clause 15.6.

(b) Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement under clause 15.6.

(c) An employer and an employee may agree in writing to the cashing out of a particular amount of accrued paid annual leave by the employee.

(d) An agreement under clause 15.6 must state:

(i) the amount of leave to be cashed out and the payment to be made to the employee for it; and

(ii) the date on which the payment is to be made.

(e) An agreement under clause 15.6 must be signed by the employer and employee and, if the employee is under 18 years of age, by the employee's parent or guardian.

(f) The payment must not be less than the amount that would have been payable had the employee taken the leave at the time the payment is made.

(g) The maximum amount of accrued paid annual leave that may be cashed out in any period of 12 months is 2 weeks.

(h) The employer must keep a copy of any agreement under clause 15.6 as an employee record.

Note 1: Under section 344 of the Fair Work Act, an employer must not exert undue influence or undue pressure on an employee to make, or not make, an agreement under clause 15.6.

Note 2: Under section 345(1) of the Fair Work Act, a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 15.6.

Note 3: An example of the type of agreement required by clause 15.6 is set out at Schedule H.1. There is no requirement to use the form of agreement set out at Schedule H.1.

15.7 **Excessive leave accruals: general provision**

Note: Clauses 15.7 to 15.9 contain provisions, additional to the NES, about the taking of paid annual leave as a way of dealing with the accrual of excessive paid annual leave. See Part 2.2, Division 6 of the Act.

(a) An employee has an **excessive leave accrual** if the employee has accrued more than 8 weeks' paid annual leave (or 10 weeks' paid annual leave for a Shiftworker, as defined by clause 15.2).

(b) If an employee has an excessive leave accrual, the employer or the employee may seek to confer with the other and genuinely try to reach agreement on how to reduce or eliminate the excessive leave accrual.

(c) Clause 15.8 sets out how an employer may direct an employee who has an excessive leave accrual to take paid annual leave.

(d) Clause 15.9 sets out how an employee who has an excessive leave accrual may require an employer to grant paid annual leave requested by the employee.

15.8 **Excessive leave accruals: direction by employer that leave be taken**

(a) If an employer has genuinely tried to reach agreement with an employee under sub-clause 15.7(b) but agreement is not reached (including because the employee refuses to confer), the employer may direct the employee in writing to take one or more periods of paid annual leave.

(b) However, a direction by the employer under clause 15.8(a):

(i) is of no effect if it would result at any time in the employee's remaining accrued entitlement to paid annual leave being less than 6 weeks when any other paid annual leave arrangements (whether made under clause 15.7, 15.8 or 15.9 or otherwise agreed by the employer and employee) are taken into account; and

(ii) must not require the employee to take any period of paid annual leave of less than one week; and

(iii) must not require the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the direction is given; and

(iv) must not be inconsistent with any leave arrangement agreed by the employer and employee.

(c) The employee must take paid annual leave in accordance with a direction under sub-clause 15.8(a) that is in effect.

(d) An employee to whom a direction has been given under sub-clause 15.8(a) may request to take a period of paid annual leave as if the direction had not been given.

Note 1: Paid annual leave arising from a request mentioned in paragraph 15.8(d) may result in the direction ceasing to have effect. See clause 15.8(b)(i).

Note 2: Under section 88(2) of the Fair Work Act, the employer must not unreasonably refuse to agree to a request by the employee to take paid annual leave.

15.9 **Excessive leave accruals: request by employee for leave**

(a) If an employee has genuinely tried to reach agreement with an employer under sub-clause 15.7(b) but agreement is not reached (including because the employer refuses to confer), the employee may give a written notice to the employer requesting to take one or more periods of paid annual leave.

(b) However, an employee may only give a notice to the employer under sub-clause 15.9(a) if:

(i) the employee has had an excessive leave accrual for more than 6 months at the time of giving the notice; and

(ii) the employee has not been given a direction under sub-clause 15.8(a) that, when any other paid annual leave arrangements (whether made under clause 15.7, 15.8 or 15.9 or otherwise agreed by the employer and employee) are taken into account, would eliminate the employee's excessive leave accrual.

(c) A notice given by an employee under sub-clause 15.9(a) must not:

(i) if granted, result in the employee's remaining accrued entitlement to paid annual leave being at any time less than 6 weeks when any other paid annual leave arrangements (whether made under clause 15.7, 15.8 or 15.9 or otherwise agreed by the employer and employee) are taken into account; or

(ii) provide for the employee to take any period of paid annual leave of less than one week; or

(iii) provide for the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the notice is given; or

(iv) be inconsistent with any leave arrangement agreed by the employer and employee.

(d) An employee is not entitled to request by a notice under sub-clause 15.9(a) more than 4 weeks' paid annual leave (or 5 weeks' paid annual leave for a Shiftworker, as defined by clause 15.2) in any period of 12 months.

(e) The employer must grant paid annual leave requested by a notice under sub-clause 15.9(a).

16. Personal/carer's leave and compassionate leave

Note: This clause applies to all employees.

16.1 Personal/carer's leave and compassionate leave are provided for in the NES.

Note: The NES provides 10 days paid personal/carer's leave per year, for full-time employees. This entitlement is pro-rated for part-time employees. Casual employees do not receive paid personal/carer's leave.

17. Parental leave and related entitlements

Note: This clause applies to all employees.

17.1 Parental leave and related entitlements are provided for in the NES.

Note 1: The NES provides that after 12 months employment, employees who are full-time, part-time or regular and systematic casuals can take 12 months unpaid leave. Can extend up to 24 months with employer's agreement.

Note 2: Disputes about requests for extensions to unpaid parental leave may be dealt with under clause 9 — Dispute resolution and/or under section 76B of the Act .

18. Community service leave

Note: This clause applies to all employees.

18.1 Community service leave is provided for in the NES,

Note: The NES provides unpaid leave as required for jury duty or to engage in eligibility community service. This includes voluntary emergency management activities. Full-time and part-time employees also entitled to 10 days paid leave with make-up pay for jury duty.

19. Family and domestic violence leave

Note: This clause applies to all employees.

19.1 Family and domestic violence leave is provided for in the NES.

Note 1: 10 days paid leave each year.

Note 2: Information provided to employers concerning an employee's experience of family and domestic violence is sensitive and if mishandled can have adverse consequences for the employee. Employers are subject to confidentiality requirements regarding the handling of this information under section 106C of the Act and requirements as to what can be reported on payslips pursuant to regulations 3.47 and 3.48 of the *Fair Work Regulations 2009*.

Note 3: Depending upon the circumstances, evidence that would satisfy a reasonable person of the employee's need to take family and domestic violence leave may include a document issued by the police service, a court or family violence support service, or a statutory declaration.

20. Public holidays

Note: This clause applies to all employees.

20.1 Public holidays are provided for in the NES.

20.2 **Substitution of public holidays**

(a) An employer and employee may agree to substitute another day for a day that would otherwise be a public holiday under the NES.

(b) An employer and employee may agree to substitute another part-day for a part-day that would otherwise be a part-day public holiday under the NES.

20.3 **Additional arrangements for full-time employees**

(a) A full-time employee whose rostered day off falls on a public holiday must, subject to clause 20.2, either:

(i) be paid an extra day's pay;

(ii) be provided with an alternative day off within 28 days; or

(iii) receive an additional day's annual leave.

(b) If a public holiday is a part-day public holiday, then sub-clause 20.3(a) applies on a pro-rata basis for the number of ordinary hours on the part-day public holiday.

(c) A full-time employee who works on a public holiday is entitled to a substitute day or part-day as provided for in the NES.

21. Long service leave

Note: This clause applies to all employees.

21.1 Despite any provision in any State or Territory long service leave legislation, an employer and employee may agree to the period of accrued long service leave to be taken provided the period is at least a single day.

Section 5 – Common conditions about professional development and amenities

22. Professional Development

Note: This clause applies to all employees.

22.1 Professional development will improve the quality and inclusivity of long day care operations, including activities that support employee's career progression and build their capability to:

(a) remain up to date with the latest pedagogical research and how to apply this in their teaching;

(b) understand and apply the National Quality Standard and the national approved learning frameworks;

(c) deliver inclusive long day care, including for children with disability, developmental delay or additional needs, children who have experienced trauma and children from diverse cultural backgrounds;

(d) work with families – including families in complex or challenging situations – to engage with and participate in long day care; and

(e) support service quality improvement plans.

22.2 Professional development includes but is not limited to:

(a) training to strengthen and embed pedagogy or practice;

(b) inclusion training to support children with disabilities or additional needs;

(c) inclusion training to support Aboriginal and Torres Strait Islander and other culturally and linguistically diverse children and families;

(d) training in specific curriculum areas;

(e) communications, problem solving, operational excellence;

(f) supervision, leadership or ethics training;

(g) professional learning opportunities including conferences and short courses;

(h) financial or risk management training;

(i) mandatory training; and

(j) professional coaching.

22.3 Employers will provide professional development opportunities for their employees to meet the needs of their operations including professional development for employees, and relevant backfill that the employer receives funding for.

23. Computers

Note: This clause applies to all employees.

23.1 Where an employer requires an employee to utilise a computer or tablet to perform their work, the employer shall ensure that they provide access to a computer or tablet provided by the employer.

Section 6 – Common conditions about termination of employment and redundancy

24. Termination of employment

Note: This clause applies to all employees.

24.1 **Notice of termination by an employer**

(a) In respect to early childhood teachers, the employment of an employee (other than a casual employee) will not be terminated without at least 4 weeks' notice (inclusive of the notice required under the NES), or the payment of 4 weeks' salary instead of notice. If the employee is over 45 years of age and has completed at least 2 years service, the NES notice period shall apply.

(b) In respect to all other employees, the NES sets out the requirements for notice of termination by an employer; the following clauses replicate that entitlement.

(c) The employer must not terminate the employee's employment unless:

(i) the time between giving the notice and the day of the termination is at least the period (the minimum period of notice) worked out under sub-clause (d); or

(ii) the employer has paid to the employee (or to another person on the employee's behalf) payment in lieu of notice of at least the amount the employer would have been liable to pay to the employee (or to another person on the employee's behalf) at the full rate of pay for the hours the employee would have worked had the employment continued until the end of the minimum period of notice.

(d) Work out the minimum period of notice as follows:

(i) First, work out the period using the following table

Column 1 **Employee's period of continuous service with the employer at the end of the day the notice is given**	**Column 2** **Period of notice**
More than 5 years	4 weeks
More than 3 years but not more than 5 years	3 weeks
More than 1 year but not more than 3 years	2 weeks
Not more than 1 year	1 week

(ii) then increase the period by 1 week if the employee is over 45 years old and has completed at least 2 years of continuous service with the employer at the end of the day the notice is given.

(e) A reference in this section to continuous service with the employer does not include periods of employment as a casual employee of the employer.

24.2 **Notice of termination by an employee**

(a) In respect to early childhood teachers the notice of termination required to be given by an employee is the same as that required of the employer under clause 24.1(a).

(b) In respect to all other employees, an employee must give the employer notice of termination in accordance with the following table, of at least the period specified in column 2 according to the period of continuous service of the employee specified in column 1:

Column 1 **Employee's period of continuous service with the employer at the end of the day the notice is given**	**Column 2** **Period of notice**
More than 5 years	4 weeks

Column 1 **Employee's period of continuous service with the employer at the end of the day the notice is given**	**Column 2** **Period of notice**
More than 3 years but not more than 5 years	3 weeks
More than 1 year but not more than 3 years	2 weeks
Not more than 1 year	1 week

Note: The notice of termination required to be given by an employee is the same as that required of an employer except that the employee does not have to give additional notice based on the age of the employee.

(c) In sub-clause 24.2(b), **continuous service** has the same meaning as in section 117 of the Act.

(d) If a childhood teacher does not give the period of notice required under sub-clause 24.1(a), then the employer may deduct from wages due to the employee under this Agreement an amount that is no more than 2 weeks' wages for the employee.

(e) If an employee who is not a childhood teacher and is at least 18 years old does not give the period of notice required under sub-clause 24.2(b), then the employer may deduct from wages due to the employee under this Agreement an amount that is no more than one week's wages for the employee.

(f) If the employer has agreed to a shorter period of notice than that which the employee was required to give under clause 24.2, then no deduction can be made under clause 24.2.

(g) Any deduction under clause 24.2 must not be unreasonable in the circumstances.

24.3 **Job search entitlement**

(a) Where an employer has given notice of termination to an employee, the employee must be allowed time off without loss of pay of up to one day for the purpose of seeking other employment.

(b) The time off under clause 24.3 is to be taken at times that are convenient to the employee after consultation with the employer.

24.4 **Exclusions**

Employees who are excluded from coverage of the notice of termination provisions in the NES are also excluded from coverage of the notice of termination provisions in this Agreement.

25. Redundancy

Note: This clause applies to all employees.

25.1 Redundancy pay is provided for in the NES.

Note 1: Redundancy pay is provided for in the NES. See sections 119–123 of the Act. Clauses 25 provides industry specific detail and supplements the NES.

Note 2: The NES provides that an employee is entitled to paid redundancy pay if the

(a) at the employer's initiative because the employer no longer requires the job done by the employee to be done by anyone, except where this is due to the ordinary and customary turnover of labour; or

(b) because of the insolvency or bankruptcy of the employer.

Under the NES, the amount of the redundancy pay equals the total amount payable to the employee for the redundancy pay period worked out using the following table at the employee's base rate of pay for his or her ordinary hours of work:

Column 1 **Employee's period of continuous service with the employer on termination**	**Column 2** **Redundancy pay period**
At least 1 year but less than 2 years	4 weeks

Column 1 **Employee's period of continuous service with the employer on termination**	**Column 2** **Redundancy pay period**
At least 2 years but less than 3 years	6 weeks
At least 3 years but less than 4 years	7 weeks
At least 4 years but less than 5 years	8 weeks
At least 5 years but less than 6 years	10 weeks
At least 6 years but less than 7 years	11 weeks
At least 7 years but less than 8 years	13 weeks
At least 8 years but less than 9 years	14 weeks
At least 9 years but less than 10 years	16 weeks
At least 10 years	12 weeks

In the NES, the reference in the above table to continuous service with the employer does not include periods of employment as a casual employee of the employer.

See sections 120-123 of the Act for variation of redundancy, exclusions from obligation to pay redundancy pay and transfer of employment situations that affect the obligation to pay redundancy pay.

25.2 **Transfer to lower paid duties on redundancy**

(a) Clause 25.2 applies if, because of redundancy, an employee is transferred to new duties to which a lower ordinary rate of pay applies.

(b) The employer may:

(i) give the employee notice of the transfer of at least the same length as the employee would be entitled to under section 117 of the Act as if it were a notice of termination given by the employer; or

(ii) transfer the employee to the new duties without giving notice of transfer or before the expiry of a notice of transfer, provided that the employer pays the employee as set out in clause 25.2(c).

(c) If the employer acts as mentioned in clause 25.2(b)(ii), the employee is entitled to a payment of an amount equal to the difference between the ordinary rate of pay of the employee (inclusive of all-purpose allowances, shift rates and penalty rates applicable to ordinary hours) for the hours of work the employee would have worked in the first role, and the ordinary rate of pay (also inclusive of all-purpose allowances, shift rates and penalty rates applicable to ordinary hours) of the employee in the second role for the period for which notice was not given.

25.3 **Employee leaving during redundancy notice period**

(a) An employee given notice of termination in circumstances of redundancy may terminate their employment during the minimum period of notice prescribed by this Agreement.

(b) The employee is entitled to receive the benefits and payments they would have received under sections 119–123 of the Act had they remained in employment until the expiry of the notice.

(c) However, the employee is not entitled to be paid for any part of the period of notice remaining after the employee ceased to be employed.

26. Cultural Responsibility

Note: This clause applies to all employees.

26.1 The vision and principles of *Belonging, Being and Becoming, the Early Years Framework for Australia* includes recognition for Aboriginal and Torres Strait Islander perspectives. Recognising that embedding Aboriginal and Torres Strait Islander perspectives is a shared responsibility of approved providers, educators, and other professionals working in children's services and the early childhood education sector, regardless of whether Aboriginal and Torres Strait Islander children and families are enrolled in that setting.

26.2 To support the delivery of the Early Years Framework in services, where an Aboriginal and/or Torres Strait Islander employee agrees to assist with the preparation, implementation and embedding of Aboriginal and Torres Strait Islander culture in the services (in addition to the normal work of the employee), they will be provided with reasonable planning time without loss of pay for the activities.

Section 7 – Facilitative provisions for term-time programs

27. Additional definitions

27.1 For the purposes of Section 7:

Preschool means a kindergarten, day school or nursery school and will include:

(a) a full day care centre which means an establishment which does not operate on a sessional basis, but which usually operates during hours and terms which approximate those of a recognised school.

(b) a sessional care and education program which operates on the basis of morning and/or afternoon sessions and which usually operates during hours and terms which approximate those of a recognised school.

School Education Weeks of the Year means the school education weeks of the year as gazetted or recognised in the relevant State or Territory

Term time or **term weeks** means the weeks in the school year that students are required to attend school as set out in the school calendar of each school; where a preschool operates according to terms that approximate school terms, term weeks will have the same meaning.

Non-term weeks means weeks in the school year other than term weeks and include periods designated as school holidays for students; where a preschool operates according to terms that approximate school terms, non-term week will have the same meaning.

28. Intent of Section 7

28.1 The purpose of this Section is to reflect the current practice in some long day care centre to engage teachers and some educators on term time or preschool arrangements where they deliver a preschool or kindergarten program. This includes the provision of school holiday periods.

29. Engagement of teachers on a term time basis in preschool or kindergarten programs – hours of work

29.1 A teacher engaged by an employer to deliver a funded preschool or kindergarten program which operates on a term time basis, may be employed as a term time employee, in accordance with this clause.

29.2 Teachers employed as term time employees shall be paid in accordance with Schedule A, clause A.3 'Teachers – Term Time' rates.

29.3 The following provisions of the *Educational Services (Teachers) Award 2020* apply and replace the equivalent provisions under this Agreement for employees engaged under this clause:

(a) clause 15 hours of work**;**

(b) clause 16.1 (a) – unpaid meal break**;**

(c) clause 22- pro rata payment of salary inclusive of annual leave; and

(d) clause 23.3 – Annual leave loading**.**

30. Engagement of Children's Services employees on a term time basis in preschool or kindergarten programs – hours of work

30.1 A Children's Services employee engaged by an employer to deliver a funded preschool or kindergarten program which operates on a term time basis may be employed as a term-time employee, in accordance with this clause, to work:

(a) only the School Education Weeks of the Year;

(b) an average of 38 ordinary hours per week of the school education year; or

(c) less than an average of 38 hours per week of the school education year.

30.2 All entitlements for term-time employees are no less than those for non term - time employees, except that no ordinary wages are payable for the weeks the employee is not engaged to work.

30.3 Notwithstanding clause 30.2, non-engaged periods count as service for the purposes of accrual of paid annual and personal/carer's leave**,** and wage increments**.**

30.4 Where a public holiday falls on a day on which a term-time employee is normally employed to work, the employee will be paid at the ordinary hourly rate of pay for the number of hours they would ordinarily have worked on that day.

30.5 Annual leave is exclusive of any public holiday which may occur during the period of leave provided the employee would have ordinarily been required to work on the day on which the public holiday falls.

30.6 Nothing in this clause prevents an employee in a preschool or kindergarten from being employed other than as a term-time only employee.

Part B – Conditions derived from the Educational Services (Teachers) Award 2020

Note: Part B only applies to early childhood teachers as per clause 5.5 of this Agreement

Section 1 – Types of Employment and Classifications

31. Types of Employment

Note: This clause only applies to early childhood teachers.

31.1 Employees under this Agreement will be employed in one of the following categories:

(a) full-time employment;

(b) part-time employment;

(c) casual employment; or

(d) fixed term employment.

32. Terms of engagement

Note: This clause only applies to early childhood teachers.

32.1 On appointment, the employer will provide the employee (other than a casual employee) with a letter of appointment stating:

(a) the classification and rate of salary applicable on commencement;

(b) ordinary hours of work; and

(c) period of non-contact time provided to the employee.

32.2 In the case of a part-time employee, the letter of appointment will include the employee's teaching load expressed as a percentage of a full-time load.

32.3 Where the employer engages the employee on a fixed term basis, the letter of appointment will inform the employee of:

(a) the reason why the employment is fixed term;

(b) the date of commencement; and

(c) the period of the employment with expected end date.

33. Full time employees

Note: This clause only applies to early childhood teachers.

33.1 A full-time employee is engaged to work an average of 38 ordinary hours per week.

34. Part time employees

Note: This clause only applies to early childhood teachers.

34.1 A part-time employee is an employee who is engaged to work on a regular basis for less than, but not more than **90%** of, the hours of a full-time employee in the early childhood education service.

34.2 If the hours of a part-time employee rise above **90%** of the hours of a full-time employee, the employee will be considered full-time.

34.3 A part-time employee who requests to work above **90%** of full-time hours, but less than full-time, will not be considered to be full-time and will be remunerated for the actual hours worked.

34.4 An employer cannot vary a part-time employee's teaching load or days of attendance unless:

(a) the employee consents; or

(b) where such a variation is required as a result of a change in funding, enrolment or curriculum, the employer provides 4 weeks' notice or where the change would result in a reduction in salary, the salary of the teacher is maintained for a period of 4 weeks.

34.5 An employer is required to roster a part time employee for a minimum of two consecutive hours on any day.

34.6 **Part time employee rates**

A part time employee will be paid pro rata, at the same time as a full-time employee in the same classification, in accordance with the provisions of this clause.

35. Casual employees

Note: This clause only applies to early childhood teachers.

35.1 A casual employee shall be engaged for a period of not more than 4 consecutive weeks.

35.2 A casual engagement may be extended by agreement between the teacher and the employer provided the total period of the engagement (including any extensions) does not exceed 10 weeks.

35.3 The minimum rate payable to a casual employee is the ordinary rate payable for the employee's classification with a loading of 25%.

35.4 The minimum rate is calculated as follows – the weekly rate from Schedule A, divided by 38 plus 25%.

35.5 **Minimum payments**

(a) A casual employee in a children's service or early childhood education service will be paid for a minimum of:

(i) where they are required to work for up to 2 hours, 2 hours;

(ii) where they are required to work for more than 2 hours and up to 4 hours, 4 hours; and

(iii) where they are required to work for more than 4 hours and up to a full day, the full day rate, based on their appropriate hourly rate.

36. Fixed term employees

Note: This clause only applies to early childhood teachers.

36.1 An employee may be employed for a fixed period of time for a period of at least 4 weeks but not more than 12 months on either a full-time or part-time basis to:

(a) undertake a specified project for which funding has been made available;

(b) undertake a specified task which has a limited period of operation; or

(c) replace an employee who is on leave, or performing other duties temporarily.

36.2 Where the replacement arrangement under sub-clause 36.1(c) extends beyond 12 months, the fixed term employment may be extended for up to a further 12 months.

Section 2 - Hours of Work

37. Ordinary hours of work

Note: This clause only applies to early childhood teachers.

37.1 A full-time employee's ordinary hours of work will be 38 per week which may be averaged over a period of 4 weeks.

37.2 A casual employee's maximum ordinary hours of work will be 38 hours per week.

37.3 The ordinary hours of work will be worked between 6.00 am and 6.30 pm, on any 5 days between Monday and Friday, and will not exceed 8 hours on any day.

37.4 Subject to the provisions of clause 7, by agreement between an employer and an employee, an employee may be rostered to work up to a maximum of 10 hours in any one day.

37.5 **Breaks between periods of duty**

(a) An employee will be entitled to a minimum break of 10 consecutive hours between the end of one period of duty and the beginning of the next. This applies in relation to both ordinary hours and where overtime is worked.

(b) Where an employer requires an employee to continue or resume work without having a 10 hour break off duty, the employee is entitled to be absent from duty without loss of pay until a 10 hour break has been taken, or be paid at **200%** of the minimum hourly rate of pay until released from duty.

38. Rostered days off

Note: This clause only applies to early childhood teachers.

38.1 The employer and employee may agree that the ordinary hours of work provided by clause 37 will be worked over 19 days in each 4 week period, in which case the following provisions will apply:

(a) The employee will work 152 hours over 19 days in each 4 week period with one rostered day off on full pay in each period.

(b) An employee will accrue 24 minutes for each 8 hour day worked to give the employee an entitlement to take rostered days off.

(c) Each day of paid leave taken by an employee (but not including long service leave, or any period of stand-down, any public holiday or any period of absence for which workers compensation payments apply occurring during any cycle of 4 weeks) will be regarded as a day worked for the purpose of accruing an entitlement under sub-clause 38.1(b).

(d) Rostered days off will not be regarded as part of the employee's annual leave for any purpose.

(e) An employee will not be entitled to personal leave in respect of illness whilst on a rostered day off. In the event of a rostered day off falling on a public holiday, the employer and the employee will agree on a substitute day.

(f) An employee will not be entitled to more than 12 rostered days off in any 12 months of consecutive employment.

(g) An employee who is scheduled to take a rostered day off before having worked a complete 4 week cycle will be paid a pro rata amount for the time that the employee has accrued in accordance with sub-clause 38.1(b).

(h) An employee whose employment is terminated in the course of a 4 week cycle will be paid a pro rata amount for the time that the employee has accrued in accordance with sub-clause 38.1(b).

(i) Rostered days off will be determined by mutual agreement between the employer and the employee, having regards to the needs of the place of employment.

(j) An employee will be advised by the employer at least 4 weeks in advance of the day on which the employee is to be rostered off duty.

(k) Nothing in clause 3838 will entitle an employee who works less than 38 hours per week to accumulate rostered days off pursuant to clause 38.

(l) Where a service operates for less than 48 weeks per year and the employee receives more than 4 weeks' paid leave per year, the employee will accrue rostered days off to a maximum of 7 days in any 12 months of consecutive employment. Any days accrued in excess of 7 will be subsumed into the period of paid leave.

39. Overtime

Note: This clause only applies to early childhood teachers.

39.1 Overtime rates

(a) An employee will be paid overtime for all authorised work performed outside of or in excess of the ordinary or rostered hours at **150%** of the minimum hourly rate for the first 3 hours and **200%** of the minimum hourly rate thereafter.

(b) Despite sub-clause 39.1(a), part-time employees who agree to work in excess of their normal hours will be paid at ordinary time for up to 8 hours provided that the additional time worked is during the ordinary hours of operation of the early childhood service.

(c) No part-time employee may work in excess of 8 hours in any day without the payment of overtime.

39.2 Time off instead of overtime payment

(a) An employee and employer may agree in writing to the employee taking time off instead of being paid for a particular amount of overtime that has been worked by the employee.

(b) Any amount of overtime that has been worked by an employee in a particular pay period and that is to be taken as time off instead of the employee being paid for it must be the subject of a separate agreement under clause 39.2.

(c) An agreement must state each of the following:

(i) the number of overtime hours to which it applies and when those hours were worked;

(ii) that the employer and employee agree that the employee may take time off instead of being paid for the overtime;

(iii) that, if the employee requests at any time, the employer must pay the employee, for overtime covered by the agreement but not taken as time off, at the overtime rate applicable to the overtime when worked;

(iv) that any payment mentioned in sub-clause 39.2(c)(iii) must be made in the next pay period following the request.

Note: An example of the type of agreement required by clause 39.2 is set out at Part E, Example 1. There is no requirement to use the form of agreement set out at Part E, Example 1. An agreement under clause 39.2 can also be made by an exchange of emails between the employee and employer, or by other electronic means.

(d) The period of time off that an employee is entitled to take is the same as the number of overtime hours worked.

Example: By making an agreement under clause 39.2 an employee who worked 2 overtime hours is entitled to 2 hours' time off.

(e) Time off must be taken:

(i) within the period of 6 months after the overtime is worked; and

(ii) at a time or times within that period of 6 months agreed by the employee and employer.

(f) If the employee requests at any time, to be paid for overtime covered by an agreement under clause 39.2 but not taken as time off, the employer must pay

the employee for the overtime, in the next pay period following the request, at the overtime rate applicable to the overtime when worked.

(g) If time off for overtime that has been worked is not taken within the period of 6 months mentioned in sub-clause 39.2(e), the employer must pay the employee for the overtime, in the next pay period following those 6 months, at the overtime rate applicable to the overtime when worked.

(h) The employer must keep a copy of any agreement under clause 39.2 as an employee record.

(i) An employer must not exert undue influence or undue pressure on an employee in relation to a decision by the employee to make, or not make, an agreement to take time off instead of payment for overtime.

(j) An employee may, under section 65 of the Act, request to take time off, at a time or times specified in the request or to be subsequently agreed by the employer and the employee, instead of being paid for overtime worked by the employee. If the employer agrees to the request then clause 39.2 will apply, including the requirement for separate written agreements under sub-clause 39.2(b) for overtime that has been worked.

Note: If an employee makes a request under section 65 of the Act for a change in working arrangements, the employer may only refuse that request on reasonable business grounds (see section 65A(3) of the Act).

(k) If, on the termination of the employee's employment, time off for overtime worked by the employee to which clause 39.2 applies has not been taken, the employer must pay the employee for the overtime at the overtime rate applicable to the overtime when worked.

Note: Under section 345(1) of the Act, a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 39.2.

39.3 Make-up time

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

40. Shiftwork

Note: This clause only applies to early childhood teachers.

40.1 For the purposes only of calculating the shift rates provided for clause 40:

(a) a weekly rate of pay is calculated by dividing the employee's annual salary, including applicable allowances, by 52.18;

(b) a daily rate of pay is calculated by dividing the weekly rate as provided for in clause 40.1(a) by 5; and

(c) a casual employee who performs shifts in accordance with clause 40.2 is entitled to casual loading in addition to shift penalties, as shown in the table below.

40.2 A shift rate is payable to employees required to perform shiftwork in accordance with the following:

Shift	**% of the employee's ordinary hourly rate set out in this Agreement**	**% of the ordinary hourly rate for casual employees**
Early morning shift (any shift commencing at or after 5.00 am and before 6.00 am)	110	135
Afternoon shift (any shift finishing after 6.30 pm and at or before midnight)	115	140
Night shift, rotating with day or afternoon shift	117.5	142.5
Night shift, non-rotating (any shift finishing after midnight and at or before 8.00 am or any shift commencing at or after midnight and before 5.00 am which does not rotate or alternate with other shifts so as to give the employee at least one third of their shifts off night shift in each roster cycle)	130	155
Saturday	125	150

41. Breaks

Note: This clause only applies to early childhood teachers.

41.1 **Meal Break**

(a) An employer is required to provide a paid meal break of between 20 and 30 consecutive minutes to an employee who is engaged or rostered to work for more than 5 hours on a day. Such meal break will start no later than 5 hours after the employee commenced work on that day.

(b) By agreement with the employer, an employee may leave the premises or elect not to be on call during the meal break. In that case the meal time will not count as time worked and nor will payment be made for that time.

(c) Where an employee is called back to perform any duties within the centre or the break is interrupted for any reason the employee will be paid **150%** of the minimum hourly rate for a minimum of 15 minutes and thereafter to the nearest quarter hour until an uninterrupted break, or the balance of the break, is taken.

41.2 **Non-contact time**

(a) An employee responsible for the preparation, implementation and/or evaluation of a developmental program for an individual child or group of children will be entitled to a minimum of two hours non-contact time per week. During non-contact time, an employee will not be required to supervise children or perform other duties as directed by the employer.

(b) An employee appointed as the Educational Leader will be entitled to a minimum of two hours non-contact time per week. During non-contact time, an employee will not be required to supervise children or perform other duties as directed by the employer.

NOTE 1: Educational leader is defined in Regulation 118 of the *Education and Care Services National Regulations (2011)*

NOTE 2: The entitlements at clauses 41.2(a)and 41.2(b) are cumulative. An Educational Leader who also has programming responsibilities for an individual child or group of children will be entitled to a minimum of four hours non-contact time per week.

Section 3 – Allowances

42. Allowances

Note 1: This clause only applies to early childhood teachers.

Note 2: Regulations 3.33(3) and 3.46(1)(g) of the *Fair Work Regulations 2009* set out the requirements for pay records and the content of payslips including the requirement to separately identify any allowance paid.

42.1 Employers must pay to an employee the allowances the employee is entitled to under clause 42.

NOTE: See

Schedule B - Summary of Monetary Allowances for a summary of monetary allowances

42.2 **Wage-related allowances—director's allowance**

(a) Clause 42.2 applies only to an early childhood teacher who is appointed as a Director.

(b) A full-time employee who is appointed as a Director will be paid, in addition to the amounts payable under Schedule B, an allowance, as varied from time to time, which is based on a percentage of the standard rate (as set out in the table below), and calculated on the basis of the number of places in the centre for which they are responsible.

Level	Number of places	% of standard rate
1	Up to 39 places	11.5
2	40–59 places	14.25
3	60 or more places	17.3

(c) A part-time employee who is appointed as a Director will be paid, in addition to the amounts payable under Schedule B, the allowance set out in clause 42.2(b), as varied from time to time, on a proportionate basis to the hours they work.

(d) An employee required by the employer to act as a Director for at least 10 consecutive working days will be paid at the rate applicable to that position for the time they are in the position.

42.3 **Wage-related allowances—educational leader**

(a) An educational leader's allowance will be paid, in addition to the amounts payable under Schedule B, to an employee who is required to discharge the responsibilities of the educational leader under Regulation 118 of the National Regulations.

(b) The educational leader's allowance is payable per annum, calculated at 6.3% of the standard rate.

(c) The educational leader's allowance is payable in addition to any Director's allowance payable under clause 42.2.

(d) Where an employee is required to act as educational leader for less than 5 days per week, the annual allowance prescribed by sub-clause 42.3(b) will be payable on a pro rata basis calculated by reference to the number of days per week the employee is required to act as educational leader.

42.4 Expense-related allowances—vehicle allowance

(a) Subject to clause 42.5, an employee required by the employer to use the employee's motor vehicle in the performance of duties must be paid the allowances set out below.

Vehicle	**$ per kilometer (km)**
Motor car	0.99 per km with a maximum payment up to 400 km per week
Motorcycle	0.33 per km with a maximum payment up to 400 km per week

(b) The employer must pay all expenses including registration, running and maintenance where an employer provides a motor vehicle which is used by an employee in the performance of the employee's duties.

42.5 Adjustment of expense-related allowances

(a) At the time of any adjustment to the standard rate in the EST Award, each expense-related allowance will be increased by the relevant adjustment factor. The relevant adjustment factor for this purpose is the percentage movement in the applicable index figure most recently published by the Australian Bureau of Statistics since the allowance was last adjusted rounded to the nearest cent.

(b) The applicable index figure published by the Australian Bureau of Statistics for the Eight Capitals Consumer Prince Index (Cat No.6401.0), as follows:

Allowance	**Applicable Consumer Price Index figure**
Vehicle allowance	Private motoring sub-group

Section 4 – Termination of employment

43. Interaction of clause 25 - Redundancy with clause 24 -Termination of employment for Teachers

Note: This clause only applies to early childhood teachers.

43.1 Where the employee's employment is terminated on the grounds of redundancy, the employee will be entitled only to the greater of:

(a) notice of termination under clause 24.1; or

(b) notice of termination and severance payments under the NES.

44. Part-time employee's reduction in hours

Note: This clause only applies to early childhood teachers.

44.1 If a part-time employee's hours are reduced, without their consent, by more than **25%** they will be entitled to the provisions of clause 25.1.

Part C – Conditions derived from the *Children's Services Award 2010*

Note: Part C only applies to employees employed in children's services classifications as per clause 5.5 of this Agreement

Section 1 – Types of Employment

45. Types of employment

Note: This clause only applies to children's services employees.

45.1 Employees under this Agreement will be employed in one of the following categories:

(a) full-time;

(b) part-time; or

(c) casual.

45.2 At the time of engagement an employer will inform each employee of the terms of their engagement and in particular whether they are to be full-time, part-time or casual.

45.3 **Full-time employment**

(a) A full-time employee is an employee who is engaged to work an average of 38 ordinary hours per week.

45.4 **Part-time employment**

(a) An employer may employ a part-time employee in any classification in this Agreement.

(b) A part-time employee is an employee who:

(i) works less than full-time hours of 38 per week;

(ii) has reasonably predictable hours of work; and

(iii) receives, on a pro rata basis, equivalent pay and conditions to those of full-time employees who do the same kind of work.

(c) At the time of engagement the employer and the part-time employee will agree in writing on a regular pattern of work, specifying at least the hours worked each day, which days of the week the employee will work and the actual starting and finishing times each day.

(d) Changes in the agreed regular pattern of work may only be made by agreement in writing between the employer and employee. Changes in the days to be worked or in starting and/or finishing times (whether on-going or ad hoc) may also be made by agreement in writing. An agreement in writing may be made by any electronic means of communication.

(i) Where agreement cannot be reached, the employer may change the days the employee is to work by giving seven days' notice in advance of the change in accordance with clause 48.

(ii) The employer is not required to provide the full 7 days' notice of change of the days an employee is to work where the employer makes the change as a result of an emergency outside of the employer's control.

(iii) For the purposes of sub-clause 45.4(d)(ii), the overtime provisions in sub-clause 50.2(c) apply.

(iv) In sub-clause 45.4(d)(ii), ***emergency*** means:

(A) a situation or event that poses an imminent or severe risk to the persons at an education and care service premises (for example, a fire at the education and care services premises); or

(B) a situation that requires the education and care service premises to be locked-down (for example, an emergency government direction).

(e) An employer is required to roster a part-time employee for a minimum of two consecutive hours on any shift.

(f) A part-time employee who agrees to work in excess of their normal hours will be paid at ordinary time for up to eight hours provided that the additional time

worked is during the ordinary hours of operation of the early childhood service. No part-time employee may work in excess of eight hours in any day without the payment of overtime paid for at the rates prescribed in clause 50 - Overtime.

(g) A part-time employee employed under the provisions of this clause must be paid for the ordinary hours worked at the rate of 1/38th of the weekly rate prescribed in Schedule A.

45.5 **Casual employment**

(a) A casual employee must be paid the hourly rate payable for a full-time employee for the relevant classification in Schedule A plus a casual loading of 25% for each ordinary hour worked.

(b) A casual employee may be engaged only for temporary and relief purposes.

(c) A casual employee will be paid a minimum of two hours pay for each engagement.

(d) A casual employee may, by mutual agreement, be paid weekly or at the termination of each engagement.

(e) For work in excess of eight hours on any one day or shift or 38 hours in any one week, a casual employee will be paid in accordance with the penalties specified in clause 50

45.6 **Offers and requests for casual conversion**

(a) Offers and requests for conversion from casual employment to full-time or part-time employment are provided for in the NES.

NOTE: Disputes about offers and requests for casual conversion under the NES are to be dealt with under clause 9.

Section 2 – Allowances and Higher Duties

Note: Schedule A contains the wage rates which apply under this Agreement

46. Allowances

Note: This clause only applies to children's services employees.

46.1 Employers must pay to an employee the allowances the employee is entitled to under clause 46.

NOTE: See

Schedule B - Summary of Monetary Allowances for a summary of monetary allowances and method of adjustment.

46.2 **Broken shift allowance**

(a) Where an employee works two separate shifts in a day, they will be paid an allowance of 1.91% of the standard rate per day for each day on which a broken shift is worked.

46.3 **Clothing and equipment allowance**

(a) Where the employer requires an employee to wear any special clothing or articles of clothing the employer must reimburse the employee for the cost of purchasing such clothing. The provisions of this clause do not apply where the employer pays for and/or provides the clothing required to be worn by the employee.

(b) Where an employee is required to launder any clothing referred to in sub-clause 46.3(a) the employee will be paid an allowance of $9.49 per week or $1.90 per day, or where the uniform does not require ironing, $5.98 per week or $1.20 per day.

(c) Where an employee is required to wear protective clothing or equipment such as hats and sunscreen lotion, goggles, aprons or gloves, the employer will either supply such clothing or equipment or reimburse the employee for the cost of their purchase. Reimbursement will be limited to reasonable costs incurred.

46.4 **Excess fares allowance**

(a) Where an employee is directed to work away from their normal place of work on any day the employee will be paid the allowance of $16.86 per day to compensate for excess fares. This provision does not apply if the employer provides or offers to provide suitable transport free of charge to the employee.

46.5 **First aid allowance**

(a) Where an employee classified below Level 3 is required by the employer to administer first aid to children within the employee's care and the employee holds a current recognised first aid qualification such as a certificate from the St

John Ambulance, the Australian Red Cross or a similar body they will be paid an allowance of 1.13% of the standard rate per day. Where the employee is employed in out-of-school hours care, the allowance will be 0.15% of the standard rate per hour.

(b) Provided that a first aid officer need not be appointed where a qualified nurse is on the premises at all times.

(c) Where an employee is required by an employer to act as a first aid officer and they do not have current qualifications, the employer must pay the costs of any required training.

46.6 **Meal allowance**

(a) An employee required to work overtime for more than two hours without being notified on the previous day or earlier that they will be so required to work will either be supplied with a meal by the employer or paid the allowance of $15.09. No meal allowance is payable where an employee could reasonably return home for a meal within the period allowed.

46.7 **Qualifications allowance**

(a) A Director or Assistant Director who holds a Graduate Certificate in Childcare Management or equivalent will be paid an all-purpose allowance, calculated at 5% of the weekly rate for an Assistant Director (Children's Services employee Level 5.4).

46.8 **Use of vehicle allowance**

(a) Where an employer requests an employee to use their own motor vehicle in the performance of their duties the employee will be paid an allowance of $0.99 per kilometre in the case of a motor car or $0.33 per kilometre in the case of a motorcycle.

46.9 **Educational leader allowance**

(a) An educational leader's allowance will be paid, in addition to the amounts payable under Schedule A, to an employee who is required to discharge the

responsibilities of the educational leader under Regulation 118 of the National Regulations.

(b) The educational leader's allowance is payable per annum, calculated at 6.3% of the standard rate in the EST Award.

(c) Where an employee is required to act as educational leader for less than 5 days per week, the annual allowance prescribed by clause 46.9(a) will be payable on a pro rata basis calculated by reference to the number of days per week the employee is required to act as educational leader.

46.10 **Adjustment of expense related allowances**

(a) At the time of any adjustment to the standard rate in the CS Award, each expense related allowance will be increased by the relevant adjustment factor. The relevant adjustment factor for this purpose is the percentage movement in the applicable index figure most recently published by the Australian Bureau of Statistics since the allowance was last adjusted.

(b) The applicable index figure is the index figure published by the Australian Bureau of Statistics for the Eight Capitals Consumer Price Index (Cat No. 6401.0), as follows:

Allowance	**Applicable Consumer Price Index figure**
Clothing and equipment allowance	Clothing and footwear group
Excess fares allowance	Transport group
Meal allowance	Take away and fast foods sub-group
Vehicle allowance	Private motoring sub-group

47. Higher duties

Note: This clause only applies to children's services employees.

47.1 An employee engaged in duties carrying a higher rate than their ordinary classification for two or more consecutive hours within any shift or day will be paid for the time so worked at the higher rate provided that:

(a) the greater part of the time so worked is spent in performing duties carrying the higher rate;

(b) an employee engaged as a Children's Services employee Level 5 (Assistant Director) who is required to undertake the duties of a Director by reason of the Director's absence will not be entitled to payment under this clause unless the Director's absence exceeds two complete consecutive working days;

(c) an employee engaged as a Children's Services employee Level 3 who is required to undertake duties of the Director by reason of the Director's non-attendance outside of core hours will not be entitled to payment under this clause; or

(d) where an employee is appointed to act as the Director of a Centre or a Supervising Officer pursuant to the relevant children's service regulations, they will be paid for the entire period at the rate applicable for a Director or Supervising Officer.

47.2 For the purposes of this clause, the duties of an employee will be determined by reference to this Agreement and the employee's job description.

Section 3 - Hours of Work and Related Matters

48. Ordinary hours of work and rostering

Note: This clause only applies to children's services employees.

48.1 The ordinary hours of work of full-time employees will be an average of 38 hours per week over a one, two or four week cycle.

48.2 Ordinary hours will be worked in periods not exceeding eight hours, in unbroken periods save for meal breaks, between Monday and Friday. Subject to the provisions of clause 7 - Individual Flexibility Arrangements**Error! Reference source not found.**, by a greement between an employer and an employee, an employee may be rostered to work up to a maximum of 10 hours in any one day.

48.3 Ordinary hours may be worked between 6.00 am and 6.30 pm. Where broken shifts are worked the spread of hours can be no greater than 12 hours per day.

48.4 **Rostered time off for full-time employees**

(a) The method of rostering the 38 hour week may be by any of the following:

(i) by employees working less than eight ordinary hours per day;

(ii) by employees working less than eight ordinary hours on one or more days each week;

(iii) by rostering employees off on various days of the week during the work cycle; or

(iv) by accumulating rostered days off with a maximum of five such days being taken consecutively at times mutually convenient to the employer and the employee.

(b) In the absence of agreement at a workplace in respect to rostering of the 38 hour week the provisions of clause 9 will apply.

48.5 **Non-contact time**

(a) An employee responsible for the preparation, implementation and/or evaluation of a developmental program for an individual child or group of children will be entitled to a minimum of two hours non-contact time per week. During non-contact time, an employee will not be required to supervise children or perform other duties as directed by the employer.

(b) An employee appointed as the Educational Leader will be entitled to a minimum of two hours non-contact time per week. During non-contact time, an employee will not be required to supervise children or perform other duties as directed by the employer.

NOTE 1: Educational leader is defined in Regulation 118 of the *Education and Care Services National Regulations (2011)*.

NOTE 2: The entitlements at sub-clauses 48.5(a) and 48.5(b) are cumulative. An Educational Leader who also has programming responsibilities for an individual child or group of children will be entitled to a minimum of four hours non-contact time per week.

(c) Wherever possible non-contact time should be rostered in advance.

48.6 **Attendance at court**

(a) Where it is necessary for an employee to attend court on the employer's, or the employer's clients, behalf in connection with any matter arising out of or in connection with their employment, the time taken will count as time worked.

48.7 **Rostering**

(a) An employer will post a legible roster at a place readily accessible to employees indicating the rostered hours of work.

(b) An employer may change an employee's rostered hours, but only by giving the employee seven days' notice. In the absence of such notice overtime will be paid until seven days have elapsed from the date the notice was given. However, an employee and employer may agree to waive or shorten this notice period in a particular case. Such agreement may be made by electronic means of communication and must be recorded in the time and wages records.

(i) The employer is also not required to provide the full 7 days' notice where the employer makes the change as a result of an emergency outside of the employer's control.

(ii) It is not an emergency for the purposes of sub-clause 48.7(b)(i) if an employee is required to stay beyond their rostered hours because a parent fails to arrive on time to collect a child.

(iii) For the purposes of sub-clause 48.7(b)(i), the overtime provisions in sub-clause 50.2(c) apply.

(iv) In sub-clause 48.7(b)(i), ***emergency*** means:

(A) a situation or event that poses an imminent or severe risk to the persons at an education and care service premises (for example, a fire at the education and care services premises); or

(B) a situation that requires the education and care service premises to be locked-down (for example, an emergency government direction).

(c) An employee may be transferred from one location to another within their rostered hours at the direction of the employer. An employee transferring from one location to another during a shift will be paid for the time taken to travel from one location to the other.

(d) Where an employee is required to permanently transfer to another location (other than by mutual agreement) they must be given seven days' notice of the change or paid overtime until seven days have transpired from the date notice was given.

48.8 **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 during ordinary hours and works those hours at a later time during the ordinary spread of hours provided for in clause 48.3 at the ordinary rate of pay.

49. Breaks

Note: This clause only applies to children's services employees.

49.1 **Meal breaks**

(a) An employee will not be required to work in excess of five hours without an unpaid meal break of not less than 30 minutes and not more than one hour. Provided that employees who are engaged for not more than six hours continuously per shift may elect to forego a meal break.

(b) A meal break must be uninterrupted. Where there is an interruption to the meal break and this is occasioned by the employer, overtime will be paid until an uninterrupted break is taken. The minimum overtime payment will be as for 15 minutes with any time in excess of 15 minutes being paid in minimum blocks of 15 minutes.

(c) Notwithstanding sub-clause 49.1(b), where an employee is required to remain on the employer's premises, the employee will be entitled to a paid meal break of not less than 20 minutes or more than 30 minutes. This paid meal break is to be counted as time worked. By agreement with the employer an employee may

leave the premises during the meal break, however, such time away from the premises will not be counted as time worked and nor will any payment be made for such time.

49.2 **Rest pauses**

(a) An employee working four hours or more on any engagement will be entitled to a paid rest period of 10 minutes.

(b) Provided that an employee working for seven hours or more will be entitled to two such paid rest periods of 10 minutes each unless the employee agrees to forego one of these rest periods.

(c) All rest periods must be uninterrupted.

49.3 **Breaks between work periods**

(a) All employees will be entitled to a 10 hour rest period between the completion of work on one day and the commencement of work on the next. Work includes any reasonable additional hours or overtime.

(b) Where an employee recommences work without having had 10 hours off work the employee will be paid at overtime rates until such time as they are released from duty for a period of 10 consecutive hours without loss of pay for ordinary time hours occurring during the period of such absence.

(c) By agreement between an employer and an employee the period of 10 hours may be reduced to not less than eight hours.

50. Overtime

Note: This clause only applies to children's services employees.

50.1 **Entitlement to overtime rates**

(a) A full-time employee is paid at overtime rates for any work performed outside of their ordinary hours of work.

(b) A part-time employee is paid at overtime rates in the circumstances specified in clause 45.4(f).

(c) A casual employee is paid at overtime rates in the circumstances specified in clause 45.5(e).

50.2 **Overtime rates**

(a) Full-time and part-time employees will be paid overtime at the rate of 150% of the hourly rate (plus any all-purpose allowance payable) for the first 2 hours and 200% of the hourly rate (plus any all-purpose allowance payable) after 2 hours. In calculating overtime, each day's work will stand alone.

(b) Casual employees will be paid overtime at the rate of **175%** of the hourly rate (plus any all-purpose allowance payable) for the first 2 hours and **225%** of the hourly rate (plus any all-purpose allowance payable) after 2 hours. In calculating overtime, each day's work will stand alone.

NOTE: The overtime rates for casual employees have been calculated by adding the casual loading prescribed by clause 45.5(a) to the overtime rates for full-time and part-time employees prescribed by clause 50.2(a).

(c) Where, due to a genuine and pressing emergency situation, an employee is required to remain at work after their normal finishing time such time will be paid at the ordinary rate for the employee's classification. Provided that such emergency overtime does not exceed one hour per week. For the purposes of this subclause an **emergency situation** may include a natural disaster affecting a parent, another employee or the centre/service, the death of a child or parent, or a child requiring urgent hospitalisation or medical attention.

50.3 **Time off instead of payment for overtime**

(a) An employee and employer may agree in writing to the employee taking time off instead of being paid for a particular amount of overtime that has been worked by the employee.

(b) Any amount of overtime that has been worked by an employee in a particular pay period and that is to be taken as time off instead of the employee being paid for it must be the subject of a separate agreement under clause 50.3.

(c) An agreement must state each of the following:

(i) the number of overtime hours to which it applies and when those hours were worked;

(ii) that the employer and employee agree that the employee may take time off instead of being paid for the overtime;

(iii) that, if the employee requests at any time, the employer must pay the employee, for overtime covered by the agreement but not taken as time off, at the overtime rate applicable to the overtime when worked; and

(iv) that any payment mentioned in subparagraph (iii) must be made in the next pay period following the request.

Note: An example of the type of agreement required by this clause is set out at Part E, Example 1. There is no requirement to use the form of agreement set out Part E, Example 1. An agreement under clause 50.3 can also be made by an exchange of emails between the employee and employer, or by other electronic means.

(d) The period of time off that an employee is entitled to take is the same as the number of overtime hours worked.

EXAMPLE: By making an agreement under clause 50.3 an employee who worked 2 overtime hours is entitled to 2 hours' time off.

(e) Time off must be taken:

(i) within the period of 6 months after the overtime is worked; and

(ii) at a time or times within that period of 6 months agreed by the employee and employer.

(f) If the employee requests at any time, to be paid for overtime covered by an agreement under clause 50.3 but not taken as time off, the employer must pay the employee for the overtime, in the next pay period following the request, at the overtime rate applicable to the overtime when worked.

(g) If time off for overtime that has been worked is not taken within the period of 6 months mentioned in paragraph (e), the employer must pay the employee for the overtime, in the next pay period following those 6 months, at the overtime rate applicable to the overtime when worked.

(h) The employer must keep a copy of any agreement under clause 50.3 as an employee record.

(i) An employer must not exert undue influence or undue pressure on an employee in relation to a decision by the employee to make, or not make, an agreement to take time off instead of payment for overtime.

(j) An employee may, under section 65 of the Act, request to take time off, at a time or times specified in the request or to be subsequently agreed by the employer and the employee, instead of being paid for overtime worked by the employee. If the employer agrees to the request then clause 50.3 will apply, including the requirement for separate written agreements under paragraph (b) for overtime that has been worked.

Note: If an employee makes a request under section 65 of the Act for a change in working arrangements, the employer may only refuse that request on reasonable business grounds (see section 65A(3) of the Act).

(k) If, on the termination of the employee's employment, time off for overtime worked by the employee to which clause 50.3 applies has not been taken, the employer must pay the employee for the overtime at the overtime rate applicable to the overtime when worked.

Note: Under section 345(1) of the Act, a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 50.3.

51. Shiftwork and penalties

Note: This clause only applies to children's services employees.

51.1 Despite the provisions of clauses 48.1, 48.2 and 48.3, employees may be employed as shiftworkers.

51.2 The ordinary hours inclusive of meal breaks for shiftworkers will not, without payment of overtime, exceed an average of 38 hours per week to be worked over a one, two or four week cycle.

51.3 The following allowances will be paid for shiftwork:

Shift	% loading
Early morning	10
Afternoon	15
Night shift, rotating with day or afternoon	17.5
Night shift, non-rotating	30

51.4 Definitions

(a) **Early morning shift** means any shift commencing at or after 5.00 am and before 6.00 am.

(b) **Afternoon shift** means any shift finishing after 6.30 pm and at or before midnight.

(c) **Night shift** means any shift finishing after midnight and at or before 8.00 am or any shift commencing at or before midnight and finishing before 5.00 am.

(d) **Night shift, non-rotating** means any night shift system in which night shifts do not rotate or alternate with another shift so as to give the employee at least one third of their working time off night shift in each roster cycle.

51.5 **Weekend and public holiday work**

(a) Overtime on a Saturday will be paid at the rate of time and a half for the first two hours and double time thereafter.

(b) Provided that shiftworkers required to work ordinary hours on a Saturday will be paid at the rate of time and a half for all hours worked. Overtime worked on a Saturday by shiftworkers will be paid at time and a half for the first two hours and double time thereafter.

(c) All time worked on a Sunday will be paid at the rate of double time.

(d) All time worked on a public holiday will be paid at the rate of double time and a half. Where both a public holiday and a substitute day or part-day are worked,

public holiday penalties are payable for only one of those days or part-days, at the election of the employee.

(e) Employees working on a Saturday, Sunday or public holiday will receive a minimum payment of four hours pay.

(f) Hours of work performed immediately before or after a part-day public holiday, that form part of one continuous shift, are counted as part of the minimum payment/engagement period in clause 51.5(e).

Part D – Wages, classifications, trainees and supported wages

Schedule A – Wages

Note: This schedule applies to employees based on their classification level.

A.1 Wage rates and the EWRP

The following table is intended to provide guidance on the application of the EWRP and the wages rates applicable under this Agreement.

For the avoidance of doubt, where there is an inconsistency with this table and any other provision in this Agreement, that provision will prevail.

A.2 Table 1 - Rates for Children's Services employees

Classification	Timing / Criteria	Wage rates prior to the commencement of the agreement under the relevant Award		EWRP Rates on Award levels after First Increase (pursuant to clause 11)		
		Minimum weekly rate FT[1]	Minimum hourly rate	Minimum weekly rate FT with EWRP	Minimum hourly rate with EWRP	EWRP Increase per hour
Support Worker						
Level 1.1	On commencement	$910.90	$23.97	$1,002.06	$26.37	$2.40
Level 2.1	On commencement	$944.00	$24.84	$1,038.16	$27.32	$2.48
Level 2.2	After 1 year*	$975.00	$25.66	$1,072.74	$28.23	$2.57
Level 3.1	On commencement	$1,032.30	$27.17	$1,135.82	$29.89	$2.72
Children's Services Employee						
Level 1.1	On commencement	$910.90	$23.97	$1,002.06	$26.37	$2.40
Level 2.1	On commencement	$944.00	$24.84	$1,038.16	$27.32	$2.48
Level 2.2	After 1 year*	$975.00	$25.66	$1,072.74	$28.23	$2.57
Level 3A.1**	On commencement	$1,016.40	$26.75	$1,118.34	$29.43	$2.68
Level 3A.2**	After 1 year	$1,032.30	$27.17	$1,135.82	$29.89	$2.72
Level 3.1	On commencement	$1,032.30	$27.17	$1,135.82	$29.89	$2.72
Level 3.2	After 1 year*	$1,067.90	$28.10	$1,174.58	$30.91	$2.81
Level 3.3	After 2 years*	$1,101.50	$28.99	$1,211.82	$31.89	$2.90
Level 3.4 (Diploma)		$1,162.40	$30.59	$1,278.70	$33.65	$3.06
Level 4A.1	On commencement	$1,101.50	$28.99	$1,211.82	$31.89	$2.90
Level 4A.2	After 1 year*	$1116.90	$29.39	$1,228.54	$32.33	$2.94
Level 4A.3	After 2 years*	$1132.10	$29.79	$1,245.26	$32.77	$2.98
Level 4A.4	After 3 years*	$1148.00	$30.21	$1,262.74	$33.23	$3.02

[1] Minimum weekly rate for Full-time employees

Level 4A.5	After 4 years*	$1163.30	$30.61	$1,279.46	$33.67	$3.06
Level 4.1	On commencement	$1216.00	$32.00	$1,337.60	$35.20	$3.20
Level 4.2	After 1 year*	$1234.60	$32.49	$1,358.12	$35.74	$3.25
Level 4.3	After 2 years*	$1,253.00	$32.97	$1,378.26	$36.27	$3.30
Level 5A.1	On commencement	$1,271.60	$33.46	$1,398.78	$36.81	$3.35
Level 5A.2	After 1 year*	$1,290.00	$33.95	$1,419.30	$37.35	$3.40
Level 5A.3	After 2 years*	$1,308.30	$34.43	$1,439.06	$37.87	$3.44
Level 5.1	On commencement	$1,271.60	$33.46	$1,398.78	$36.81	$3.35
Level 5.2	After 1 year*	$1,290.00	$33.95	$1,419.30	$37.35	$3.40
Level 5.3	After 2 years*	$1,308.30	$34.43	$1,439.06	$37.87	$3.44
Level 5.4***		$1,313.00	$34.55	$1,444.38	$38.01	$3.46
Level 6A.1	On commencement	$1,466.30	$38.59	$1,613.10	$42.45	$3.86
Level 6A.2	After 1 year*	$1,484.60	$39.07	$1,633.24	$42.98	$3.91
Level 6A.3	After 2 years*	$1,502.80	$39.55	$1,653.38	$43.51	$3.96
Children's Services Employee—Director						
Level 6.1	On commencement	$1,466.30	$38.59	$1,613.10	$42.45	$3.86
Level 6.2	After 1 year*	$1,484.60	$39.07	$1,633.24	$42.98	$3.91
Level 6.3	After 2 years*	$1,502.80	$39.55	$1,653.38	$43.51	$3.96
Level 6.4	On commencement	$1,558.90	$41.02	$1,714.56	$45.12	$4.10
Level 6.5	After 1 year*	$1,573.20	$41.40	$1,730.52	$45.54	$4.14
Level 6.6	After 2 years*	$1,592.00	$41.89	$1,751.04	$46.08	$4.19
Level 6.7	On commencement	$1,611.00	$42.39	$1,771.94	$46.63	$4.24
Level 6.8	After 1 year *	$1,629.40	$42.88	$1,792.46	$47.17	$4.29
Level 6.9	After 2 years*	$1,647.80	$43.36	$1,812.60	$47.70	$4.34

A.3 Table 2 - Rates for Early childhood teachers

		Wage rates prior to the commencement of the agreement under the relevant Award		**EWRP Rates on Award levels after First Increase (pursuant to clause 11)**			
Teachers - Long day care		**Minimum salary rate**	**Minimum Weekly rate FT[2]**	**Minimum salary with EWRP**	**Minimum weekly rate FT with EWRP**	**Minimum hourly rate with EWRP**	**EWRP Increase per hour**
Level 1	Graduate teacher and all other teachers (as defined) including those holding provisional or conditional accreditation/registration	$72,847	$1,396.10	$80,126.56	$1,535.58	$40.41	$3.67
Level 2	Teacher with proficient accreditation/registration or equivalent	$79,622	$1,525.90	$87,601.87	$1,678.84	$44.18	$4.02

[2] Minimum weekly rate for full-time employees

Level 3	Teacher with proficient accreditation/registration or equivalent after 3 years' satisfactory teaching service at Level 2	$86,681	$1,661.20	$95,354.78	$1,827.42	$48.09	$4.37
Level 4	Teacher with proficient accreditation/registration or equivalent after 3 years' satisfactory teaching service at Level 3	$93,739	$1,796.50	$103,127.51	$1,976.38	$52.01	$4.73
Level 5	Teacher with Highly Accomplished/Lead Teacher accreditation /registration or equivalent	$100,796	$1,931.70	$110,860.58	$2,124.58	$55.91	$5.08
Teachers - Term time		**Minimum salary rate**	**Minimum Weekly rate FT[3]**	**Minimum salary with EWRP**	**Minimum weekly rate FT with EWRP**	**Minimum hourly rate with EWRP**	**EWRP Increase per hour**
Level 1	Graduate teacher and all other teachers (as defined) including those holding provisional or conditional accreditation/registration	$70,045.00	$1,342.40	$77,053.16	$1,476.68	$38.86	$3.53
Level 2	Teacher with proficient accreditation/registration or equivalent	$76,560.00	$1,467.20	$84,211.21	$1,613.86	$42.47	$3.86
Level 3	Teacher with proficient accreditation/registration or equivalent after 3 years' satisfactory teaching service at Level 2	$83,347.00	$1,597.30	$91,666.69	$1,756.74	$46.23	$4.20
Level 4	Teacher with proficient accreditation/registration or equivalent after 3 years' satisfactory teaching service at Level 3	$90,134.00	$1,727.40	$99,161.83	$1,900.38	$50.01	$4.55
Level 5	Teacher with Highly Accomplished/Lead Teacher accreditation /registration or equivalent	$96,919.00	$1,857.40	$106,617.31	$2,043.26	$53.77	$4.89

[3] Minimum weekly rate for full-time employees

Schedule B - Summary of Monetary Allowances

Note: This schedule is indicative only and intended to operate as a "note" to this Agreement. The full details for allowances payable under this Agreement can be found in:

- For early childhood teachers, clause 42; and
- For children's services employees, clause 46.

The amount of each allowance set out in this schedule was extracted from the *Educational Services (Teachers) Award 2020* and the *Children's Services Award 2010* as they existed just prior to the commencement of this Agreement.

Clause 42.5 and 46.10 provide that the amount of allowances under this Agreement shall be in accordance with the amount of the corresponding allowances in the Awards, as varied by the Fair Work Commission from time to time.

It is intended that this note be replaced each time the Fair Work Commission vary allowances in the Awards and when any EWRP increases take effect.

B.1 Table of Allowances payable under this Agreement

Allowance	Clause	% of standard rate	Amount at commencement	EWRP Amounts on Award levels after First Increase (pursuant to clause 11)	Payable
Wage related allowances derived from the EST Award (early childhood teachers)					
Director's allowance:	42.2				
Level 1		11.5%	$8,055.18	$8,860.70	per annum
Level 2		14.25%	$9,981.41	$10,979.55	per annum
Level 3		17.3%	$12,117.79	$13,329.57	per annum
Educational leader allowance	42.3	6.3%	$4,412.84	$4,854.12	per annum
Expense related allowances derived from the EST Award (early childhood teachers)					
Vehicle allowance—use of own vehicle—motor car	42.4(a)	N/A	$0.99	$0.99	per km[1]
Vehicle allowance—use of own vehicle—motorcycle	42.4(a)	N/A	$0.33	$0.33	per km[1]

Allowance	Clause	% of standard rate	Amount at commencement	EWRP Amounts on Award levels after First Increase (pursuant to clause 11)	Payable
Wage related allowances derived from CS Award					
Broken shift allowance	46.2	1.91%	$19.72	$21.69	per day
First aid – daily	46.5	1.13%	$11.66	$12.83	Per day
First aid – hourly	46.5	0.15%	$1.55	$1.70	Per hour
Director's or Assistant Director's allowance	46.7(a)	5% of CS Level 5.4 Rate	$65.65	$72.22	Weekly
Educational leader allowance	46.9	6.3% of the EST Award Standard Rate	$4,412.84	$4,854.12	per annum
Expense related allowances derived from the CS Award					
Clothing and equipment allowance – weekly	46.3(b)	N/A	$9.49	$9.49	Weekly
Clothing and equipment allowance – daily	46.3(b)	N/A	$1.90	$1.90	Daily
Clothing and equipment allowance – no ironing – weekly	46.3(b)	N/A	$5.98	$5.98	Weekly
Clothing and equipment allowance – no ironing – daily	46.3(b)	N/A	$1.20	$1.20	Daily
Excess fares	46.4	N/A	$16.86	$16.86	Daily
Meal allowance	46.6	N/A	$15.09	$15.09	Daily
Vehicle allowance—use of own vehicle—motor car	46.8(a)	N/A	$0.99	$0.99	per km[1]
Vehicle allowance—use of own vehicle—motorcycle	46.8(a)	N/A	$0.33	$0.33	per km[1]

[1] With a maximum payment up to 400 km per week.

Schedule C – Classifications - Children's Services Award classifications

1. All employees will be classified by the employer into one of the levels contained in this Schedule in accordance with the employee's skills, responsibilities, qualifications, experience in the sector and duties.
2. Progression within a level is subject to the provisions of C.2.1 (set out below).
3. Employees moving from one classification level to another will commence on the 1st year of service rate of the higher level.

C.1 Children's Services employees (CSE)

C.1.1 Level 1

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

a) Indicative duties

i) Learning and implementing the policies, procedures and routines of the service.

ii) Learning how to establish relationships and interact with children.

iii) Learning the basic skills required to work in this environment with children.

iv) Giving each child individual attention and comfort as required.

v) Basic duties including food preparation, cleaning and gardening.

b) Progression

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

C.1.2 Level 2

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. 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) Indicative duties

i) Assist in the implementation of the children's program under supervision.

ii) Assist in the implementation of daily care routines.

iii) Develop awareness of and assist in maintenance of the health and safety of the children in care.

iv) Give each child individual attention and comfort as required.

v) Understand and work according to the centre or service's policies and procedures.

vi) Demonstrate knowledge of hygienic handling of food and equipment.

C.1.3 Level 3A

Such an employee would be an 'E' Worker as previously classified under the *Child Care (Long Day Care) WA Award 2005* as CSE Level 2.

C.1.4 Level 3

This is an employee who has completed AQF Certificate III in Children's Services or an equivalent qualification or, alternatively, this employee will possess, in the opinion of the employer, sufficient knowledge or experience to perform the duties at this level. An employee appointed at this level will also undertake the same duties and perform the same tasks as a CSE Level 2.

a) Indicative duties

i) Assist in the preparation, implementation and evaluation of developmentally appropriate programs for individual children or groups.

ii) Record observations of individual children or groups for program planning purposes for qualified staff.

iii) Under direction, work with individual children with particular needs.

iv) Assist in the direction of untrained staff.

v) Undertake and implement the requirements of quality assurance.

vi) Work in accordance with food safety regulations.

b) Progression

i) Subject to this Agreement, an employee at this level is entitled to progression to Level 3.3. An employee at this level who has completed an AQF Diploma in Children's Services or equivalent, and who demonstrates the application of skills and knowledge acquired beyond the competencies required for AQF Certificate III in the ongoing performance of their work, must be paid no less than the rate prescribed for Level 3.4. Such an employee would also include an 'E' Worker as previously classified under the *Child Care (Long Day Care) WA Award 2005* as a CSE Level 3.

ii) Any dispute concerning an employee's entitlement to be paid at Level 3.4 may be dealt with in accordance with clause 9, which may require the employee to demonstrate that they utilise skills and knowledge above those prescribed for Level 3 but below those prescribed for Level 4.

C.1.5 Level 4A

This is an employee who has not obtained the qualifications required for a Level 4 employee who performs the same duties as a Level 4 employee.

C.1.6 Level 4

This is an employee who has completed a Diploma in Children's Services or equivalent (e.g. Certificate IV in Out of School Hours Care) 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 or an employee who is appointed as an Authorised Supervisor (as defined in the *Children and Young Persons (Care and Protection) Act 1998* (NSW)).

An employee at this level will also take on the same duties and perform the same tasks as a CSE Level 3.

a) Indicative duties

i) Responsible, in consultation with the Assistant Director/Director for the preparation, implementation and evaluation of a developmentally appropriate program for individual children or groups.

ii) Responsible to the Assistant Director/Director for the supervision of students on placement.

iii) Responsible for ensuring a safe environment is maintained for both staff and children.

iv) Responsible for ensuring that records are maintained accurately for each child in their care.

v) Develop, implement and evaluate daily care routines.

vi) Ensure that the centre or service's policies and procedures are adhered to.

vii) Liaise with families.

C.1.7 Level 5A

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

C.1.8 Level 5

This is an employee who has completed an AQF Level V Diploma in Children's Services or equivalent and is appointed as:

i) an Assistant Director of a service;

ii) a Children's Services Co-ordinator;

iii) a School Age Care Co-ordinator.

An **Assistant Director** will also take on the same duties and perform the same tasks as a CSE Level 4.

b) Indicative duties

i) Co-ordinate and direct the activities of employees engaged in the implementation and evaluation of developmentally appropriate programs.

ii) Contribute, through the Director, to the development of the centre or service's policies.

iii) Co-ordinate centre or service operations including Occupational Health and Safety, program planning, staff training.

iv) Responsible for the day-to-day management of the centre or service in the temporary absence of the Director and for management and compliance with licensing and all statutory and quality assurance issues.

v) Generally supervise all employees within the service.

c) A **Children's Service Co-ordinator** undertakes additional responsibilities including:

i) co-ordinating the activities of more than one group;

ii) supervising staff, trainees and students on placement; and

iii) assisting in administrative functions.

C.1.9 Level 6A

This is an employee who has not obtained the qualification required for a Level 6 employee who performs the same duties as a Level 6 employee.

C.1.10 Level 6—Director

A Director is an employee who holds a relevant Degree or a 3 or 4 year Early Childhood Education qualification, or an AQF Advanced Diploma, or a Diploma in Children's Services, or a Diploma in Out-of-Hours Care; or is otherwise a person possessing such experience, or holding such qualifications deemed by the employer or the relevant legislation to be appropriate or required for the position, and who is appointed as the director of a service.

a) Indicative duties

i) Responsible for the overall management and administration of the service.

ii) Supervise the implementation of developmentally appropriate programs for children.

iii) Recruit staff in accordance with relevant regulations.

iv) Maintain day-to-day accounts and handle all administrative matters.

v) Ensure that the centre or service adheres to all relevant regulations and statutory requirements.

vi) Ensure that the centre or service meets or exceeds quality assurance requirements.

vii) Liaise with families and outside agencies.

viii) Formulate and evaluate annual budgets.

ix) Liaise with management committees as appropriate.

x) Provide professional leadership and development to staff.

xi) Develop and maintain policies and procedures for the centre or service.

b) Director Level 1

i) 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.

c) Director Level 2

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 Level 6.4 to 6.6 salary range.

d) Director Level 3

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

a. Support Worker

C.1.11 Level 1

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

a) Indicative duties

i) Assisting a qualified cook and/or basic food preparation and/or duties of a kitchen hand.

ii) Laundry work.

iii) Cleaning.

iv) Gardening.

v) Driving.

vi) Maintenance (non-trade).

vii) Administrative duties.

b) Progression

An employee will progress to Children's Services Support Employee (CSSE) Level 2 after 12 months, or earlier if the employee is performing the duties of a children's Services support employee Level 2.

C.1.12 Level 2

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

a) Indicative duties

i) Assisting a qualified cook and/or basic food preparation and/or duties of a kitchen hand.

ii) Laundry work.

iii) Cleaning.

iv) Gardening.

v) Driving.

vi) Maintenance (non-trade).

vii) Administrative duties.

C.1.13 Level 3

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

C.2 Classification progression – Children's Services classifications

C.2.1 Progression for children's services employees

a) Progression from one level to the next within a classification is subject to an employee meeting the following criteria:

i) competency at the existing level;

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

iii) demonstrated ability to acquire the skills necessary for advancement to the next pay point.

b) Where an employee is deemed not to have met the requisite competency at their existing level at the time of the appraisal, progression may be deferred for a period of three months provided that:

i) the employee is notified in writing of the reasons for the deferral;

ii) the employee has, in the previous 12 months, been provided with the in-service training required to attain a higher pay point; and

iii) following any deferral, the employee is provided with the training necessary to advance to the next level.

c) Where an appraisal has been deferred for operational reasons beyond the control of either party and the appraisal subsequently deems the employee to have met the requirements of clause C.2.1a) any increase in wages will be back paid to the 12 (or 24) month anniversary date of the previous progression.

d) An employee whose progression has been refused or deferred may invoke the provisions of clause 9. If the resolution results in the advancement being granted, any increase in wages will be backdated to the relevant anniversary date.

e) An employee employed as a Children's Services employee Level 2 on completion of an accredited introductory children's service course will immediately progress by one additional level beyond that determined in accordance with clause C.2.1a . Any additional steps will be subject to meeting the requirements of clause C.2.1a

Schedule D - Classifications – Early Childhood Teachers

D.1 Classification on appointment

D.1.1 On appointment, an employee will be classified according to the criteria set out below and paid in accordance with Schedule A.1.

Classification	Criteria
Level 1	Graduate teacher and all other teachers (as defined) including those holding provisional or conditional accreditation /registration
Level 2	Teacher with proficient accreditation/registration or equivalent
Level 3	Teacher with proficient accreditation/registration or equivalent after 3 years' satisfactory teaching service at Level 2
Level 4	Teacher with proficient accreditation/registration or equivalent after 3 years' satisfactory teaching service at Level 3
Level 5	Teacher with Highly Accomplished / Lead Teacher accreditation / registration or equivalent

D.2 Period of teaching service

D.2.1 Subject to the provisions of this clause, **teaching service** means the total period a person has been employed as a teacher by any employer in the school education sector or the children's services and early childhood education sector (as defined in clause 3).

D.2.2 Teaching service does not include employment as a teacher in a TAFE program (unless the teacher is employed to teach a Vocational and Educational Training (VET) program) or in an English Language School.

D.2.3 Service as a part-time teacher will normally accrue on a pro rata basis according to the percentage of a full-time teaching load undertaken in any year. However, subject to clause 34.3, where the hours are more than 90% of a full-time load, service will count as a full-time year.

D.2.4 In the case of a casual employee, the equivalent of a full-time year of teaching service is 200 full casual days in the children's services and early childhood education sector.

D.2.5 In the case of an early childhood teacher, the following will count as service:

(a) teaching experience in preschools, kindergartens, multi-purpose centres, early intervention services, long day care centre and other similar services;

(b) teaching experience of children from 3 to 12 years (or in the infants department) of a school registered and/or accredited under the relevant authority in each state or territory;

(c) service as a lecturer in early childhood education or child development, as a child development officer or equivalent; and

(d) service as a diploma qualified children's service worker, at the rate of one year for every 3 years' service up to a maximum of 4 years.

D.3 Satisfactory teaching service

D.3.1 For the purpose of progression to Levels 3 and 4, **satisfactory** teaching service shall mean:

(a) maintenance of proficient accreditation/registration as a teacher, where applicable; and

(b) compliance with the requirements of the APST.

D.3.2 An employee will be deemed to have complied with the APST unless the employer has, in the 12-month period immediately preceding the date upon which the employee is due for progression to Level 3 or Level 4:

(a) identified, in writing, that the employee has not complied with the requirements of the APST in specified respects on an ongoing basis; and

(b) afforded the employee a reasonable period of time, with the provision of support, training and feedback, to bring the employee's performance into compliance with the APST; and

(c) assessed the employee, in a formal and documented review of performance, as still not complying with the requirements of the APST on an ongoing basis.

D.3.3 If the employee disputes an assessment that the employee has not complied with the requirements of the APST such as not to qualify for progression, the employer shall seek to resolve the dispute with the employee in accordance with the dispute resolution procedure in accordance with clause 9 of this Agreement. This shall include, if necessary, reference of the dispute to the Fair Work Commission by the employer pursuant to clause 9.4

D.4 Evidence of qualifications and teaching service

D.4.1 On engagement, the employer may require that the employee provide documentary evidence of qualifications and teaching service.

D.4.2 If an employer considers that the employee has not provided satisfactory evidence, and advises the employee in writing to this effect, then the employer may decline to recognise the relevant qualification or experience until evidence is provided. The employer will not unreasonably refuse to recognise the qualifications or teaching experience of an employee.

D.4.3 Where an employee has completed further teaching service with another employer (for example during unpaid leave) or additional qualifications after commencement of employment, they will be entitled to be classified accordingly and back paid from the date of completion of the experience or qualifications, provided the employee provided satisfactory evidence to the employer within 3 months of completion. In all other cases the employee will be classified and paid from the date satisfactory evidence is provided.

D.5 Equivalency to proficient accreditation

D.5.1 For the purpose of Levels 2, 3 and 4 of the classification structure in clause D.1.1, an employee will have the equivalent to proficient accreditation if:

(a) the employee works in a State or Territory where there is no requirement applicable to the employee to be accredited or registered as a proficient teacher and the employee meets the ASPT applicable to a proficient teacher; or

(b) if the employee works in a State or Territory where there is a requirement to be formally assessed for proficiency by an accreditation or registration authority and such assessment cannot be completed within a reasonable time and the employee meets the APST applicable to a proficient teacher; or

(c) the employer and employee otherwise agree that the employee satisfies the requirements to be assessed as proficient.

D.5.2 For the purpose of clause D.5.1D.5.1(c), an employee will meet the APST applicable to a proficient teacher if the employee is assessed by the employer as doing so.

D.5.3 The following provisions apply to the assessment of an employee under clause D.5.2:

(a) An assessment must be conducted by the employer if the employee requests such an assessment at any time after the completion of the first year of teaching service, provided that no more than one such request may be made in any calendar year.

(b) An assessment must be conducted by the employer when the employee has completed 2 years' teaching service, even if the employee has not requested such an assessment.

(c) If the employer fails to conduct an assessment in accordance with clause D.5.3, the employee will be deemed for the purpose of Levels 2, 3 and 4 of the classification structure in clause D.1to have the equivalent to proficient accreditation.

(d) The assessment must be conducted in consultation with the employee.

(e) The employer and employee may agree to an identified expert assessor to conduct the assessment.

(f) If an employee is assessed as not meeting the APST applicable to a proficient teacher and this is disputed by the employee, the employer shall seek to resolve the dispute with the employee in accordance with the dispute resolution procedure in accordance with clause 9 of this Agreement. This shall include, if necessary, reference of the dispute to the Fair Work Commission by the employer pursuant to clause 9.4

D.6 Equivalency to Highly Accomplished/Lead Teacher accreditation

D.6.1 For the purpose of Level 5 of the classification structure in clause D.1, an employee will have the equivalent to Highly Accomplished/Lead Teacher accreditation if:

(a) the employee works in a State or Territory where there is no capacity for the employee to obtain such accreditation; and

(b) the employee meets the APST applicable to a Highly Accomplished/Lead Teacher.

D.6.2 For the purpose of clause D.6.1(b), an employee will meet the APST applicable to a Highly Accomplished/Lead Teacher if the employer is assessed by the employer as doing so.

D.6.3 The following provisions apply to the assessment of an employee under clause D.6.2

(a) An assessment must be conducted by the employer if the employee requests such an assessment at any time after the completion of the first year of teaching service at Level 4, provided that no more than one such request may be made in any calendar year.

(b) An assessment must be conducted by the employer when the employee has completed 3 years' satisfactory teaching service at Level 4, even if the employee has not requested such an assessment.

(c) If the employer fails to conduct an assessment in accordance with clause D.6.3(b), the employee will be deemed for the purpose of Level 5 of the classification structure in clause D.1 to have the equivalent to Highly Accomplished/Lead Teacher accreditation.

(d) The assessment must be conducted in consultation with the employee.

(e) The employer and employee may agree to an identified expert assessor to conduct the assessment.

(f) If an employee is assessed as not meeting the APST applicable to a Highly Accomplished/Lead Teacher and this is disputed by the employee, the employer shall seek to resolve the dispute with the employee in accordance with the dispute resolution procedure in accordance with clause9 of this Agreement. This shall

include, if necessary, reference of the dispute to the Fair Work Commission by the employer pursuant to clause 9.4.

D.6.4 If the employer considers that a Level 5 employee to whom D.6.1(a) applies is no longer meeting the APST, the employer may conduct a re-assessment of the employee in accordance with the requirement in clauses D.6.3(a) to (f) once upon every 5-year anniversary of the employee's progression to Level 5. If the employer does not conduct such a re-assessment, the employee will be deemed for the purpose of clause C.1 to have equivalency to Highly Accomplished/Lead Teacher accreditation for the following 5 years.

D.7 Returning to teaching

D.7.1 A teacher with at least 2 years' teaching service who was previously registered/accredited as proficient or who was not required to be registered/accredited as proficient who:

(a) is returning to teaching following a break of teaching service, where they have not obtained or maintained proficient status; or

(b) otherwise does not hold proficient accreditation/registration status; shall be classified on Level 2 for one year full-time equivalent teaching service, during which period the teacher may apply for proficient teacher accreditation or registration or apply for mutual recognition (in the case of an interstate teacher) with the relevant teacher accreditation authority. Upon attaining proficient teacher accreditation or registration, the teacher will progress to the relevant Level between Level 2 and Level 4 based on their service at a proficient level. All service, in excess of two years, will count as service at a proficient level where that service has followed the attainment of a recognised teaching qualification.

D.7.2 If the teacher does not attain proficient teacher accreditation or registration within the one year full-time equivalent teaching service, the teacher will be paid at Level 1 until the teacher achieves proficient teacher accreditation. On such date the teacher will progress to the relevant Level between Level 2 and Level 4 based on their teaching service at a proficient level. All teaching service, in excess of 2 years, will count as teaching service at a proficient level where that teaching service has followed the attainment of a recognised teaching qualification.

D.7.3 If a teacher to whom this clause D.7applies is employed in a State or Territory that has not yet introduced a requirement for teachers (or a subset of teachers) to be accredited as proficient/ fully registered, then clause D.5 applies.

D.8 Support for new teachers

D.8.1 It is the responsibility of the individual Level 1 teacher to achieve accreditation or registration at the level of proficient teacher within the required timeframes. The employer will support the Level 1 teacher to obtain accreditation or registration at the proficient teacher standard, which will include reasonable release from ordinary duties for the Level 1 teacher where operationally practicable.

D.8.2 Where an employer has requested a teacher or otherwise agreed with a teacher to act as a 'mentor' (or equivalent) for a Level 1 teacher referred to in clause D.8.1 as part of the accreditation or registration process the employer will support the (mentor) teacher to support the Level 1 teacher obtain accreditation or registration at the proficient teacher standard, which will include reasonable release from ordinary duties where operationally practicable.

D.8.3 If a Level 1 teacher or their "mentor" has concerns regarding the support being provided by the employer, they should discuss the matter with the employer. If the matter remains unresolved, the matter may be dealt with in accordance with clause 9.

D.9 Duties of an employee

D.9.1 The duties of a teacher may, include, in addition to teaching, activities associated with administration, review, development and delivery of educational programs and co-curricular activities

Schedule E – Juniors, trainees and apprentice employees

Note: the provision of EWRP minimum rates are contingent on the employer receiving EWRP grants, as described in clause 11.

Part 1 – Juniors and apprentices

E.1 Junior employees

E.1.1 Junior employees employed as Children's Services Employees Level 3, 4 and 5 must be paid at the appropriate adult rate.

E.1.2 Junior employees employed as Children's Services Employee Level 1 or Children's Services Employee Level 2 will be paid no less than the following percentages of the corresponding Children's Services Employee Level 2 rate:

Age	% of adult rate
Under 17 years	70
Under 18 years	80
Under 19 years	90

E.2 Apprentices

E.2.1 Apprentices will be engaged in accordance with the relevant apprenticeship legislation and paid no less than an unapprenticed junior of the same age.

E.2.2 For apprentices who commenced on or after 1 January 2014, the minimum rate of pay will be as set out in the table below, subject to the proviso in clause E.2.1 that no apprentice will be paid less than an unapprenticed junior of the same age.

Year of apprenticeship	% of minimum rate for Children's Services Employee Level 3.1 for apprentices who have not completed year 12	% of minimum rate for Children's Services Employee Level 3.1 for apprentices who have completed year 12
1st year	50	55

Year of apprenticeship	% of minimum rate for Children's Services Employee Level 3.1 for apprentices who have not completed year 12	% of minimum rate for Children's Services Employee Level 3.1 for apprentices who have completed year 12
2nd and subsequent years	60	65

E.3 Adult apprentices

E.3.1 The minimum rate for an adult apprentice who commenced on or after 1 January 2014 and is in the first year of their apprenticeship will be 80% of the minimum rate for a Level 3.1, or the rate prescribed by clause E.2, whichever is the greater.

E.3.2 The minimum rate for an adult apprentice who commenced on or after 1 January 2014 and is in the second and subsequent years of their apprenticeship must be the rate for the lowest adult classification in Schedule A, or the rate prescribed by clause E.1, whichever is the greater.

E.3.3 A person employed by an employer under this Agreement immediately prior to entering into a training agreement as an adult apprentice with that employer must not suffer a reduction in their minimum wage by virtue of entering into the training agreement, provided that the person has been an employee in that enterprise for at least six months as a full-time employee or twelve months as a part-time or regular casual employee immediately prior to commencing the apprenticeship. For the purpose only of fixing a minimum wage, the adult apprentice must continue to receive the minimum wage that applies to the classification specified in Schedule A in which the adult apprentice was engaged immediately prior to entering into the training agreement.

E.4 Apprentice conditions of employment

E.4.1 Except as provided in this clause or where otherwise stated, all conditions of employment specified in this Agreement apply to apprentices.

E.4.2 Where an apprentice is required to attend block release training for training identified in or associated with their training contract, and such training requires an overnight stay, the employer must pay for the excess reasonable travel costs incurred by the

apprentice in the course of travelling to and from such training. Provided that this clause will not apply where the apprentice could attend an alternative Registered Training Organisation (RTO) and the use of the more distant RTO is not agreed between the employer and the apprentice.

E.4.3 For the purposes of clause E.4.2 above, excess reasonable travel costs include the total costs of reasonable transportation (including transportation of tools where required), accommodation costs incurred while travelling (where necessary) and reasonable expenses incurred while travelling, including meals, which exceed those incurred in travelling to and from work. For the purposes of this subclause, excess travel costs do not include payment for travelling time or expenses incurred while not travelling to and from block release training.

E.4.4 The amount payable by an employer under clause E.4.2 may be reduced by an amount the apprentice is eligible to receive for travel costs to attend block release training under a Government apprentice assistance scheme. This will only apply if an apprentice has either received such assistance or their employer has advised them in writing of the availability of such assistance.

E.4.5 All training fees charged by an RTO for prescribed courses and the cost of all prescribed textbooks (excluding those textbooks which are available in the employer's technical library) for the apprenticeship, which are paid by an apprentice, shall be reimbursed by the employer within six months of the commencement of the apprenticeship or the relevant stage of the apprenticeship, or within three months of the commencement of the training provided by the RTO, whichever is the later, unless there is unsatisfactory progress.

E.4.6 An employer may meet its obligations under clause E.4.5 by paying any fees and/or cost of textbooks directly to the RTO.

E.4.7 An apprentice is entitled to be released from work without loss of continuity of employment and to payment of the appropriate wages to attend any training and assessment specified in, or associated with, the training contract.

E.4.8 Time spent by an apprentice in attending any training and/or assessment specified in, or associated with, the training contract is to be regarded as time worked for the employer for the purposes of calculating the apprentice's wages and determining the

apprentice's employment conditions. This subclause operates subject to the provisions of Schedule F

E.4.9 No apprentice will, except in an emergency, work or be required to work overtime or shiftwork at times which would prevent their attendance at training consistent with their training contract.

Part 2 – Training arrangements

E.5 National training wage

E.5.1 A trainee may be employed in children's services classifications Level 1 or Level 2, as outlined in Schedule D, through a training contract, and will receive the same conditions of employment that apply to a children's services employee, except as expressly described below.

E.6 Trainee provisions

E.6.1 In this Part:

adult trainee means a trainee who would qualify for the highest minimum wage in wage level A, B or C if covered by that wage level.

approved training, in relation to a trainee, means the training specified in the training contract of the trainee.

Australian Qualifications Framework (AQF) means the national framework for qualifications in post-compulsory education and training.

relevant Ministers means the Commonwealth, State and Territory Ministers responsible for vocational education and training.

relevant State or Territory training authority means a body in the relevant State or Territory that has power to approve traineeships, and to register training contracts, under the relevant State or Territory vocational education and training legislation.

relevant State or Territory vocational education and training legislation means the following or any successor legislation:

Apprenticeship and Traineeship Act 2001 (NSW);

Education and Training Reform Act 2006 (Vic);

Training and Skills Development Act 2008 (SA);

Training and Skills Development Act 2016 (NT);

Training and Tertiary Education Act 2003 (ACT);

Training and Workforce Development Act 2013 (Tas);

Vocational Education and Training Act 1996 (WA);

Further Education and Training Act 2014 (Qld).

traineeship means a system of training that:

(a) has been approved by the relevant State or Territory training authority; and

(b) meets the requirements of a training package developed by the relevant Skills Service Organisation and endorsed by the Australian Industry and Skills Committee; and

(c) leads to an AQF certificate level qualification.

training contract means an agreement for a traineeship made between an employer and an employee that is registered by the relevant State or Territory training authority.

training package means the competency standards and associated assessment guidelines for an AQF certificate level qualification that have been endorsed for an industry or enterprise by the Australian Industry and Skills Committee and placed on the National Training Information Service with the approval of the relevant Ministers, and includes any relevant replacement training package.

wage level A, B or C, see clause E.9.

Year 10 includes any year before Year 10.

E.6.2 A reference in this schedule to **out of school** refers only to periods out of school beyond Year 10 as at 1 January in each year and is taken to:

(a) include any period of schooling beyond Year 10 that was not part of, or did not contribute to, a completed year of schooling; and

(b) include any period during which a trainee repeats, in whole or part, a year of schooling beyond Year 10; and

(c) not include any period during a calendar year after the completion during that year of a year of schooling.

E.7 Coverage

E.7.1 Subject to clauses E.7.2 to E.7.5, Part 2 applies to an employee covered by this Agreement who is undertaking a traineeship and whose training package and AQF certificate level are allocated to a wage level by clause E.11 or by clause E.9.4.

E.7.2 This Part only applies to AQF Certificate Level IV traineeships for which a relevant AQF Certificate Level III traineeship is listed in clause E.11.

E.7.3 This Part does not apply to:

(a) the apprenticeship system; or

(b) qualifications not identified in training packages; or

(c) qualifications in training packages that are not identified as appropriate for a traineeship.

E.7.4 If this Part is inconsistent with other provisions of this Agreement relating to traineeships, the other provisions prevail.

E.7.5 Part 2 ceases to apply to an employee at the end of the traineeship.

E.8 Types of traineeship

E.8.1 The following types of traineeship are available:

(a) A full-time traineeship based on 38 ordinary hours per week, with **20%** of those hours being approved training;

(b) A part-time traineeship based on fewer than 38 ordinary hours per week, with **20%** of those hours being approved training provided:

(i) wholly on the job; or

(ii) partly on the job and partly off the job; or

(iii) wholly off the job.

E.9 Minimum rates

E.9.1 Minimum weekly rates for full-time traineeships

(a) Wages for trainees are subject to clause 11of this Agreement, and can receive equivalent EWRP to those described by clause 11.6, based on the Employee's trainee rate of pay.

Note: the provision of EWRP minimum rates are contingent on the employer receiving EWRP grants, as described in clause 11.

(b) Wage level A

(i) The minimum rate for a full-time trainee undertaking an AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to wage level A by clause E.11.1 is the weekly rate specified in Column 2 of **Table 1—Wage level A minimum weekly rate for full-time trainees (AQF Certificate Level I–III traineeship)** according to the highest year of schooling completed by the trainee specified in that column and the experience level of the trainee specified in Column 1.

Table 1—Wage level A minimum weekly rate for full-time trainees (AQF Certificate Level I–III traineeship)

Column 1 **Experience level of trainee**	**Column 2** **Highest year of schooling completed**			**Column 3** **EWRP - New minimum weekly rate FT[4] 2 Dec 2024 – 30 Nov 2025**			**Column 4** **EWRP – hourly minimum rate 2 Dec 2024 – 30 Nov 2025**			**Column 5** **EWRP - Additional minimum weekly FT amount payable to staff 2 Dec 2024-30 Nov 2025**		
	Year 10	**Year 11**	**Year 12**	**Year 10**	**Year 11**	**Year 12**	**Year 10**	**Year 11**	**Year 12**	**Year 10**	**Year 11**	**Year 12**
	$ per week	**$ per week**	**$ per week**	**$ per week**	**$ per week**	**$ per week**	**$ per hour**	**$ per hour**	**$ per hour**	**$ per week**	**$ per week**	**$ per week**
School leaver	398.70	439.00	522.20	438.57	482.9	574.42	11.54	12.71	15.12	39.87	43.90	52.22
Plus 1 year out of school	439.00	522.20	607.70	482.9	574.42	668.47	12.71	15.12	17.59	43.90	52.22	60.77
Plus 2 years out of school	522.20	607.70	707.20	574.42	668.47	777.92	15.12	17.59	20.47	52.22	60.77	70.72
Plus 3 years out of school	607.70	707.20	809.70	668.47	777.92	890.67	17.59	20.47	23.44	60.77	70.72	80.97
Plus 4 years out of school	707.20	809.70		777.92	890.67		20.47	23.44		70.72	80.97	

[4] Minimum weekly rate for full time employees

Column 1 **Experience level of trainee**	**Column 2** **Highest year of schooling completed**			**Column 3** **EWRP - New minimum weekly rate FT[4] 2 Dec 2024 – 30 Nov 2025**			**Column 4** **EWRP – hourly minimum rate 2 Dec 2024 – 30 Nov 2025**			**Column 5** **EWRP - Additional minimum weekly FT amount payable to staff 2 Dec 2024-30 Nov 2025**		
	Year 10	**Year 11**	**Year 12**	**Year 10**	**Year 11**	**Year 12**	**Year 10**	**Year 11**	**Year 12**	**Year 10**	**Year 11**	**Year 12**
	$ per week	**$ per week**	**$ per week**	**$ per week**	**$ per week**	**$ per week**	**$ per hour**	**$ per hour**	**$ per hour**	**$ per week**	**$ per week**	**$ per week**
Plus 5 or more years out of school	809.70			890.67			23.44			80.97		

NOTE: See clause E.9.6 for other minimum wage provisions that affect clause E.9.1(a).

(c) ACQ Certificate Level IV traineeships

(i) The minimum rate for a full-time trainee undertaking an AQF Certificate Level IV traineeship is the minimum rate for the relevant full-time AQF Certificate Level III traineeship increased by **3.8%**.

(ii) The minimum rate for a full-time adult trainee undertaking an AQF Certificate Level IV traineeship is the weekly rate specified in Column 2 or 3 of **Table 2—Minimum weekly rate for full-time adult trainees (AQF Certificate Level IV traineeship)** according to the year of the traineeship specified in those columns and the relevant wage level for the relevant AQF Certificate Level III traineeship specified in Column 1.

Table 2—Minimum weekly rate for full-time adult trainees (AQF Certificate Level IV traineeship)

Column 1 Wage level	Column 2 First year of traineeship	Column 3 Second and subsequent years of traineeship	Column 4 EWRP - minimum weekly rate 2 Dec 2024 – 30 Nov 2025 for first year of traineeship	Column 5 EWRP - minimum weekly rate 2 Dec 2024 – 30 Nov 2025 for second and subsequent years of traineeship	Column 6 EWRP - Additional minimum weekly amount payable to staff 2 Dec 2024-30 Nov 2025 for first year of traineeship	Column 7 EWRP - Additional minimum weekly amount payable to staff 2 Dec 2024-30 Nov 2025 for second and subsequent years of traineeship
	$ per week	$ per week	$ per week	$ per week	$ per week	$ per week
A	840.40	872.30	924.44	959.53	84.04	87.23

NOTE: See clause E.9.6 for other minimum wage provisions that affect clause E.9.1(c).

E.9.2 Minimum hourly rates for part-time traineeships

(a) Wage level A

(i) The minimum hourly rate for a part-time trainee undertaking an AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to wage level A by clause E.11.1 is the hourly rate specified in Column 2 of **Table ~~5~~—Wage level A minimum hourly rate for part-time trainees (AQF Certificate Level I–III traineeship)** according to the highest year of schooling completed by the trainee specified in that column and the experience level of the trainee specified in Column 1.

Table 3—Wage level A minimum hourly rate for part-time trainees (AQF Certificate Level I–III traineeship)

Column 1 Experience level of trainee	Column 2 Highest year of schooling completed			Column 3 EWRP - minimum hourly rate 2 Dec 2024 – 30 Nov 2025			Column 4 EWRP - additional minimum hourly amount payable to staff 2 Dec 2024-30 Nov 2025		
	Year 10	Year 11	Year 12	Year 10	Year 11	Year 12	Year 10	Year 11	Year 12
	$ per hour	$ per hour	$ per hour	$ per hour	$ per hour	$ per hour	$ per hour	$ per hour	$ per hour
School leaver	13.11	14.44	17.17	14.42	15.88	18.89	1.31	1.44	1.72
Plus 1 year out of school	14.44	17.17	19.99	15.88	18.89	21.99	1.44	1.72	2.00
Plus 2 years out of school	17.17	19.99	23.26	18.89	21.99	25.59	1.72	2.00	2.33
Plus 3 years out of school	19.99	23.26	26.64	21.99	25.59	29.30	2.00	2.33	2.66
Plus 4 years out of school	23.26	26.64		25.59	29.30		2.33	2.66	
Plus 5 or more years out of school	26.64			29.30			2.66		

NOTE: See clause E.9.5 for calculating the actual minimum wage. See also clause E.9.6 for other minimum wage provisions that affect clause E.9.4.

E.9.3 School-based traineeships

(a) The minimum hourly rate for a part-time trainee who works ordinary hours and is undertaking a school-based AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to wage levels A, B or C by clause E.9 or by clause E.9.6(d) is the hourly rate in Column 1 or 2 of **Table 4—Minimum hourly rate for part-time trainees (school-based AQF Certificate Level I–III traineeship)** according to the year of schooling of the trainee.

Table 4—Minimum hourly rate for part-time trainees (school-based AQF Certificate Level I–III traineeship)

Column 1 Year 11 or lower	Column 2 Year 12	Column 3 EWRP - minimum hourly rate 2 Dec 2024 – 30 Nov 2025 for year 11 or lower	Column 4 EWRP - minimum hourly rate 2 Dec 2024 – 30 Nov 2025 for year 12	Column 5 EWRP - additional minimum hourly amount payable to staff 2 Dec 2024-30 Nov 2025 for year 11 or lower	Column 6 EWRP - additional minimum hourly amount payable to staff 2 Dec 2024-30 Nov 2025 for year 12
$ per hour	$ per hour	$ per hour	$ per hour	$ per hour	$ per hour
13.11	14.44	14.42	15.88	1.31	1.44

NOTE: See clause E.9.5 for calculating the actual minimum wage. See also clause E.9.5(c) for other minimum wage provisions that affect clause E.9.3.

E.9.4 AQF Certificate Level IV traineeships

(a) The minimum hourly rate for a part-time trainee undertaking an AQF Certificate Level IV traineeship is the minimum hourly rate for the relevant part-time AQF Certificate Level III traineeship increased by **3.8%**.

(b) The minimum hourly rate for a part-time adult trainee undertaking an AQF Certificate Level IV traineeship is the hourly rate in Column 2 or 3 of **Table 9—Minimum hourly rate for part-time adult trainees (AQF Certificate Level IV traineeship)**, according to the year of the traineeship specified in those columns and the relevant wage level for the relevant AQF Certificate Level III traineeship specified in Column 1.

Table 5—Minimum hourly rate for part-time adult trainees (AQF Certificate Level IV traineeship)

Column 1 Wage level	Column 2 First year of traineeship	Column 3 Second and subsequent years of traineeship	Column 4 EWRP - minimum weekly rate 2 Dec 2024 – 30 Nov 2025 for first year of traineeship	Column 5 EWRP - minimum weekly rate 2 Dec 2024 – 30 Nov 2025 for second and subsequent years of traineeship	Column 6 EWRP - additional minimum weekly amount payable to staff 2 Dec 2024-30 Nov 2025 for first year of traineeship	Column 7 EWRP - additional minimum weekly amount payable to staff 2 Dec 2024-30 Nov 2025 for second and subsequent years of traineeship
	$ per hour	**$ per hour**	**$ per hour**	**$ per hour**	**$ per hour**	**$ per hour**
A	27.65	28.69	30.42	31.56	2.77	2.87

NOTE: See clause E.9.5 for calculating the actual minimum wage. See also clause E.9.5(c) for other minimum wage provisions that affect clause E.9.4.

E.9.5 Calculating the actual minimum wage

(a) If fewer than 38 (or an average of 38) ordinary hours of work per week is considered full-time at the workplace by the employer, the appropriate minimum hourly rate for a part-time trainee is obtained by multiplying the relevant minimum hourly rate in clauses E.9.2 to E.9.4 by 38 and then dividing the figure obtained by the full-time ordinary hours of work per week.

(b) If the approved training for a part-time traineeship is provided wholly off-the-job by a registered training organisation, for example at school or at TAFE, the relevant minimum hourly rate in clauses E.9.2 to E.9.4 applies to each ordinary hour worked by the trainee.

(c) If the approved training for a part-time traineeship is undertaken solely on-the-job or partly on-the-job and partly off-the-job, the relevant minimum hourly rate in

clauses E.9.2 to E.9.4 minus **20%** applies to each ordinary hour worked by the trainee.

E.9.6 Other minimum wage provisions

(a) Clause E.9.5(c) applies despite anything to the contrary in clause E.9.2 or E.9.6(d).

(b) An employee who was employed by an employer immediately before becoming a trainee with that employer must not suffer a reduction in their minimum rate of pay because of becoming a trainee.

(c) For the purpose of determining whether a trainee has suffered a reduction as mentioned in clause E.9.6(a), casual loadings are to be disregarded.

(d) If a qualification is converted from an AQF Certificate Level II to an AQF Certificate Level III traineeship, or from an AQF Certificate Level III to an AQF Certificate Level IV traineeship, then the trainee must be paid the next highest minimum wage provided in this Part, if a higher minimum wage is provided for the new AQF certificate level.

E.10 Employment conditions

E.10.1 A trainee undertaking a school-based traineeship may agree to be paid an additional loading of **25%** on all ordinary hours worked instead of being paid annual leave, paid personal/carer's leave, paid compassionate leave and paid absence on public holidays. However, if the trainee works on a public holiday, the public holiday provisions of this Agreement apply.

E.10.2 A trainee is entitled to be released from work without loss of pay and without loss of continuity of employment to attend any training and assessment specified in, or associated with, the training contract.

E.10.3 Time spent by a trainee, other than a trainee undertaking a school-based traineeship, in attending any training and assessment specified in, or associated with, the training contract is to be regarded as time worked for the employer for the purposes of calculating the trainee's wages and determining the trainee's employment conditions.

E.10.4 The time to be included for the purpose of calculating the wages for part-time trainees whose approved training is wholly off-the-job is determined by clauses E.9.5(a) and E.9.5(b) and not by clause E.10.2.

E.11 Allocation of traineeships to wage levels

E.11.1 The wage levels applying to training packages and their AQF certificate levels are:

Wage level A - Community Services training package, AQF certificate levels II and III.

E.11.2 Wage level A

Training package	AQF certificate level
Community Services	II, III

Schedule F – School based apprentices

F.1 This schedule applies to school-based apprentices. A school-based apprentice is a person who is undertaking an apprenticeship in accordance with this schedule while also undertaking a course of secondary education.

F.2 A school-based apprenticeship may be undertaken in the trades covered by this Agreement under a training agreement or contract of training for an apprentice declared or recognised by the relevant State or Territory authority.

F.3 The relevant minimum wages for full-time junior and adult apprentices provided for in this Agreement, calculated hourly, will apply to school-based apprentices for total hours worked including time deemed to be spent in off-the-job training.

F.4 For the purposes of F.3, where an apprentice is a full-time school student, the time spent in off-the-job training for which the apprentice must be paid is 25% of the actual hours worked each week on-the-job. The wages paid for training time may be averaged over the semester or year.

F.5 A school-based apprentice must be allowed, over the duration of the apprenticeship, the same amount of time to attend off-the-job training as an equivalent full-time apprentice.

F.6 For the purposes of this schedule, off-the-job training is structured training delivered by a Registered Training Organisation separate from normal work duties or general supervised practice undertaken on the job.

F.7 The duration of the apprenticeship must be as specified in the training agreement or contract for each apprentice but must not exceed six years.

F.8 School-based apprentices progress through the relevant wage scale at the rate of 12 months progression or the rate of competency-based progression for each two years of employment as an apprentice or at the rate of competency-based progression if provided for in this Agreement.

F.9 The apprentice wage scales are based on a standard full-time apprenticeship of four years (unless the apprenticeship is of three years duration) or stages of competency based progression (if provided for in this Agreement). The rate of progression reflects the

average rate of skill acquisition expected from the typical combination of work and training for a school-based apprentice undertaking the applicable apprenticeship.

F.10 If an apprentice converts from school-based to full-time, the successful completion of competencies (if provided for in this Agreement) and all time spent as a full-time apprentice will count for the purposes of progression through the relevant wage scale in addition to the progression achieved as a school-based apprentice.

F.11 School-based apprentices are entitled pro rata to all of the other conditions in this Agreement.

Schedule G—Supported Wage System

G.1 This schedule defines the conditions which will apply to employees who because of the effects of a disability are eligible for a supported wage under the terms of this Agreement.

G.2 In this schedule:

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

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

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

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

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

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

G.3 Eligibility criteria

G.3.1 Employees covered by this schedule will be those who are unable to perform the range of duties to the competence level required within the class of work for which the employee is engaged under this Agreement, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a disability support pension.

G.3.2 This schedule 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 Agreement relating to the rehabilitation of employees who are injured in the course of their employment.

G.4 Supported wage rates

G.4.1 Employees to whom this schedule applies will be paid the applicable percentage of the relevant minimum wage according to the following schedule:

Assessed capacity (clause G.4.3) %	Relevant minimum wage %
10	10
20	20
30	30
40	40
50	50
60	60
70	70
80	80
90	90

G.4.2 Provided that the minimum amount payable must be not less than $102 per week.

G.4.3 Where an employee's assessed capacity is 10%, they must receive a high degree of assistance and support.

G.5 Assessment of capacity

G.5.1 For the purpose of establishing the percentage of the relevant minimum wage, the productive capacity of the employee will be assessed in accordance with the Supported Wage System by an approved assessor, having consulted the employer and employee and, if the employee so desires, a union which the employee is eligible to join.

G.5.2 All assessments made under this schedule must be documented in an SWS wage assessment agreement, and retained by the employer as a time and wages record in accordance with the Act.

G.6 Lodgement of SWS wage assessment agreement

G.6.1 All SWS wage assessment agreements under the conditions of this schedule, including the appropriate percentage of the relevant minimum wage to be paid to the employee, must be lodged by the employer with the Fair Work Commission.

G.6.2 All SWS wage assessment agreements must be agreed and signed by the employee and employer parties to the assessment. Where the relevant Union is not a party to the assessment, the assessment will be referred by the Fair Work Commission to the relevant Union by certified mail and the agreement will take effect unless an objection is notified to the Fair Work Commission within 10 working days.

G.7 Review of assessment

G.7.1 The assessment of the applicable percentage should be subject to annual or more frequent review on the basis of a reasonable request for such a review. The process of review must be in accordance with the procedures for assessing capacity under the supported wage system.

G.8 Other terms and conditions of employment

G.8.1 Where an assessment has been made, the applicable percentage will apply to the relevant minimum wage only. Employees covered by the provisions of this schedule will be entitled to the same terms and conditions of employment as other workers covered by this Agreement on a pro rata basis.

G.9 Workplace adjustment

G.9.1 An employer wishing to employ a person under the provisions of this schedule must take reasonable steps to make changes in the workplace to enhance the employee's capacity to do the job. Changes may involve re-design of job duties, working time arrangements and work organisation in consultation with other workers in the area.

G.10 Trial period

G.10.1 In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of this schedule for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.

G.10.2 During that trial period the assessment of capacity will be undertaken and the percentage of the relevant minimum wage for a continuing employment relationship will be determined.

G.10.3 The minimum amount payable to the employee during the trial period must be no less than $106 per week.

G.10.4 Work trials should include induction or training as appropriate to the job being trialled.

G.10.5 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 clause G.4.3.

Part E – Example forms

Note: the following forms are provided as examples only.

Example 1– 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:

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. 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___

Example 2 - Agreement to take annual leave in advance

G.1 Example 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___

Example 3 – Agreement to Cash Out Annual Leave

H.1 Example 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___

Part F – Signatures

Community Early Learning Australia

I am authorised to sign this Agreement on behalf of the Employers listed at 46 to 59 of Part G of this Agreement



Signature

Michele Carnegie

Full Name

CEO

Title/Authority to Sign

200 George Street, Sydney NSW 2000

Address (including State and Postcode)

Community Child Care Association Inc

I am authorised to sign this Agreement on behalf of the Employers listed at 38 to 45 of Part G of this Agreement



Signature

Julie Price

Full Name

ED

Title/Authority to Sign

306 Bell Street, Preston VIC 3072

Address (including State and Postcode)

Australian Childcare Alliance

I am authorised to sign this Agreement on behalf of the Employers listed at 1 to 37 of Part G of this Agreement



Signature

Nesha Oneil Hutchinson

Full Name

National Vice President

Title/Authority to Sign

29 Surrey St Epping NSW 2121

Address (including State and Postcode)

G8 Education

I am authorised to sign this Agreement on behalf of the Employer, G8 Education

Signature

PEJMAN OLFHOVAT

Full Name

CEO & MD G8 EDUCATION LTD

Title/Authority to Sign

159 Varsity Parade, Gold Coast, QLD 4277

Address (including State and Postcode)

United Workers Union

On behalf of employees

Signature

JO-ANNE SCHOFIELD

Full Name

NATIONAL PRESIDENT

Title/Authority to Sign

19-37 GREEK ST GLEBE 2037

Address (including State and Postcode)

Australian Education Union

On behalf of employees



Signature

Cara Nightingale

Full Name

Vice President Early Childhood

Title/Authority to Sign

126 Trenerry Crescent, Abbotsford, Victoria, 3067

Address (including State and Postcode)

Independent Education Union

On behalf of employees



Signature

Carol Matthews

Full Name

Secretary, NSW/ACT Branch IEU

Title/Authority to Sign

501 Wattle Street ~~Syd~~ Ultimo NSW 2007

Address (including State and Postcode)

Part G – The employers who are covered by this Agreement

The following employers are covered by this Agreement, as at commencement of the Agreement:

	Business name	**Trading name/Centre**	**ABN/ACN**
1.	DMP Child Care Association Inc	DMP Early Learning at 87 Margaret St LAUNCESTON TAS 7250	41 540 918 533
2.	3 Bears Cottage Pty Ltd	3 Bears Cottage Early Education Service at 11 Scarba Street COFFS HARBOUR NSW 2450	068 154 423
3.	CBF Childcare Pty Ltd	Daws Road Early Learning Centre at 157 Daws Road ST MARYS SA 5042	145 892 342
4.	Windybanks Childcare Centre Pty Ltd	Unley Early Learning Centre at 46 Oxford Terrace UNLEY SA 5061	071 982 100
5.	Starfish Childcare Pty Ltd	Starfish Early Learning Centre at 168 Canterbury Road BLACKBURN SOUTH VIC 3130	129 694 382
6.	Starfish Childcare Nunawading Pty Ltd ATF Starfish Nunawading Trust	Starfish Early Learning Centre (Nunawading) at 28 Mountain View Rd NUNAWADING VIC 3131	164 993 695
7.	Starfish Childcare Springvale Pty Ltd	Starfish Early Learning Centre (Springvale) at	601 126 149

		28 St Johns Avenue SPRINGVALE VIC 3171	
8.	Starfish Childcare Clayton South Pty Ltd ATF Starfish Clayton South Trust	Starfish Early Learning Centre (Clayton South) at 48 Kallay Street CLAYTON SOUTH VIC 3169	616 756 604
9.	Starfish Childcare Reservoir Pty Ltd ATF Starfish Reservoir Trust	Starfish Early Learning Centre (Reservoir) at 17 Rosenthal Crescent RESERVOIR VIC 3073	621 199 308
10.	Starfish Essendon Pty Ltd ATF Starfish Essendon Trust	Starfish Early Learning Centre (Essendon) at 1 Melfort Ave ESSENDON VIC 3040	665 079 998
11.	Midi Property Investment Pty Ltd	Warriapendi Early Learning at 28a Redcliffe Avenue BALGA WA 6061	124 484 368
12.	Peacock Street Long Day Care Pty Ltd	Peacock Street Long Day Care; at 27 Peacock Street SEAFORTH NSW 2092 Bindook Cottage; at 11 Bindook Crescent TERRY HILLS NSW 2084 Peek-A Boo Cottage at 1B Magarra Place SEAFORTH NSW 2092	36 073 717 665
13.	Mondo Corporation Pty Ltd ATF The Mondo Family Trust	Bimbi Early Learning and Kindergarten at 63-69 McNamara Ave	62 339 690 171

		AIRPORT WEST VIC 3042	
14.	Village Kids Childrens Centre – Domain Pty Ltd	Educating Kids Early Learning Centre – Domain at 103-141 Duckworth St GARBUTT QLD 4814	98 604 704 949
15.	Village Kids Childrens Centre – Townsville Pty Ltd	Educating Kids Early Learning Centre – Townsville at 222 Walker St TOWNSVILLE CITY QLD 4810	38 602 117 411
16.	Educating Kids Childrens Centre Pty Ltd	Educating Kids Early Learning Centre – Kirwan at 86 Thuringowa Drive THURINGOWA CENTRAL QLD 4817	85 168 791 268
17.	Child Care Services Australia Pty Ltd	Highway Child Care & Early Learning Centre at 267 Salisbury Highway SALISBURY DOWNS SA 5108; Lockleys Child Care & Early Learning Centre at 25 Pierson Street LOCKLEYS SA 5032	008 209 578
18.	Child Care Services SA Pty Ltd	Angaston Child Care & Early Learning Centre; Kapunda Child Care & Early Learning Centre	121 352 412
19.	BearChildCare Pty Ltd	Barfa Bear Child Care at 2 Alkoomie St BEVERLY HILLS NSW 2209; Mama Bear Child Care at 20 McCallum St ROSELANDS NSW 2196; Papa Bear Child Care at 110 Parraweena Rd MIRANDA NSW 2228	631 015 079
20.	Little Scholars School of Early Learning (Nerang) Pty Ltd	Little Scholars School of Early Learning (Nerang) at 67-71 Crusader Way	78 618 708 982

		NERANG QLD 4211	
21.	Little Scholars School of Early Learning (Ashmore) Pty Ltd	Little Scholars School of Early Learning (Ashmore) at Cnr Sturt St & Windsor Pl (6 Windsor Place) ASHMORE QLD 4214	72 608 520 252
22.	Little Scholars School of Early Learning (Yatala) Pty Ltd	Little Scholars School of Early Learning (Yatala) at 15 Rivermount Drive YATALA QLD 4207	17 600 168 910
23.	Little Scholars School of Early Learning (Stapylton) Pty Ltd	Little Scholars School of Early Learning (Stapylton) at 196 Stapylton Jacobs Well Road (actual property address is 6 Quinns Hill Rd East, Stapylton) STAPYLTON QLD 4207	60 604 624 599
24.	Little Scholars School of Early Learning (Deception Bay) Pty Ltd	Little Scholars School of Early Learning (Deception Bay) at 121 Cross St DECEPTION BAY QLD 4508	74 608 520 261
25.	Little Scholars School of Early Learning (Redland Bay) Pty Ltd	Little Scholars School of Early Learning (Redland Bay) at 171 Main St REDLAND BAY QLD 4165	48 608 520 592
26.	Little Scholars School of Early Learning (Burleigh) Pty Ltd	Little Scholars School of Early Learning (Burleigh) at 23 Tallebudgera Creek Rd BURLEIGH QLD 4219	32 634 191 861
27.	Little Scholars School of Early Learning (Redland Bay South) Pty Ltd	Little Scholars School of Early Learning (Redland Bay South) at 89 - 97 Collins Street	18 628 507 602

		REDLAND BAY QLD 4165	
28.	Little Scholars School of Early Learning (George St) Pty Ltd	Little Scholars School of Early Learning (George St) at Level 2, 400 George St BRISBANE CBD QLD 4000	78 609 720 710
29.	Little Scholars School of Early Learning (Pacific Pines) Pty Ltd	Little Scholars School of Early Learning (Pacific Pines) at 1-5 Village Way PACIFIC PINES QLD 4211	94 659 321 132
30.	Little Scholars School of Early Learning (Ormeau) Pty Ltd	Little Scholars School of Early Learning (Ormeau) at 5 Vaughan Drive ORMEAU QLD 4208	40 645 111 048
31.	Little Scholars School of Early Learning (Ormeau 2) Pty Ltd	Little Scholars School of Early Learning (Ormeau 2) at 7 Vaughan Drive ORMEAU QLD 4208	64 169 563 482
32.	Little Scholars School of Early Learning (Ormeau Village) Pty Ltd	Little Scholars School of Early Learning (Ormeau Village) at 2/1-5 Arthur Way ORMEAU QLD 4208	17 653 673 557
33.	Organic Seedlings Education Pty Ltd	Organic Seedlings Education at 89 Jardine Drive EDMONSON PARK NSW 2174	614 760 691
34.	Early Years Learning and Development Pty Ltd	Landsdale School of Early Learning at 2 Denman Gardens LANSDALE WA 6065	636 291 284
35.	Radiam Early Learning Pty Ltd	Sagewood Early Learning Dayton at 2 Nigella Street	98 634 699 719

		DAYTON WA 6055 Sagewood Early Learning Joondalup at 16 Mercer Lane JOONDALUP WA 6027; Sagewood Early Learning Canning Vale at Unit 4, 459 Nicholson Road Canning Vale WA 6155 Sagewood Early Learning Success at 216 Wentworth Parade SUCCESS WA 6164 Sagewood Early Learning Harrisdale at 31 Wright Road HARRISDALE WA 6112 Sagewood Early Learning Woodvale at 1 Lyell Grove Woodvale WA 6026	
36.	North Epping Early Learning Pty Ltd	Cressy Road Early Learning at 16-18 Cressy Rd RYDE NSW 2112	78 614 970 320
37.	Clovel Childcare & Early Learning Centre Granville Pty Ltd	Clovel Childcare, Early Learning & OOSH Services at 39-41 Augustus Street Merrylands NSW 2160	60 114 879 159
38.	Ashwood Children's Centre Inc.	Ashwood Children's Centre	36 248 912 689
39.	Coburg Children's Centre Incorporated	Coburg Childrens Centre Childcare and Kindergarten	56 265 141 966
40.	Derby Street Children's Centre Incorporated	Derby Street Children's Centre	97 805 251 620

41.	The Lady Gowrie Child Centre (Melbourne) Inc	Gowrie Victoria	27 625 198 252
42.	Hawthorn Early Years Incorporated	Hawthorn Early Years Education and Care	77 121 473 386
43.	Hillbank Community Children's Centre Incorporated	Hillbank Community Childcare Centre	35 758 645 243
44.	Unley Community Child Care Centre Inc.	Unley Community Child Care Centre Inc.	14 488 736 225
45.	Yawarra Children's Services	Yawarra Children's Services; Pookara Community Early Education and Care	37 566 556 446
46.	Amy Hurd Early Learning Centre Inc	Amy Hurd Early Learning Centre Inc	99 590 633 230
47.	Balranald Early Learning Centre Inc	Balranald Early Learning Centre Inc	69 955 755 995
48.	Believe Playschool Pty Ltd	Believe Playschool	55 621 147 260
49.	Bermagui Preschool Co-operative Society Ltd.	Bermagui Preschool Co-Op Soc Ltd	47 808 600 330
50.	The Trustee for Ross-Clarke Family Trust	Cheeky Cherubs Preschool	90 148 256 996
51.	Childcare Australia United Ltd	Bonnet Bay Child Care Centre	56 124 784 194
52.	Kirrawee Child Care Centre Pty Ltd	Kirrawee Child Care Centre	16 097 080 352
53.	Little Mate Pty Ltd	Cobbers Child Care Centre	86 118 922 348
54.	Edgeworth Child Care Centre Inc	Edgeworth Child Care Centre Inc	54 358 037 628
55.	Glendale Early Education Centre Inc.	Glendale Early Education Centre	80 537 615 393

56.	Koala Long Day Care – Sutherland Hospital Ltd.	Koala Long Day Care – Sutherland Hospital	87 003 550 721
57.	The Trustee for S&N Clayton Family Trust	Bellingen Burrow Long Day Care Centre; Young Explorers Pre-school and Long Day Care	30 232 711 318
58.	Gowrie NSW	Gowrie NSW	57 001 894 659
59.	Big Fat Smile Group Ltd	Big Fat Smile	82 002 796 232
60.	G8 Education Limited	G8 Education	95 123 828 553

This Agreement also covers any other employer and employees who, through the operation of ss 216A and 216AA, or 216B and 216BA, become parties to the agreement. The following employers have been added to the Agreement:

	Business name	Trading name	ABN/ACN	Date commenced
61.	Nest Employee Services Pty Ltd	Nido Early School	ABN 39 636 029 340 ACN 636 029 340	28 January 2025
62.	NAED Employee Services Pty Ltd	Nido Early School	ABN 52 670 847 766 ACN 668 410 893	28 January 2025
63.	Childcare Management Services Pty Ltd	Nido Early School	ABN 85 602 236 751	28 January 2025
64.	LYTWA2 Pty Ltd	Nido Early School	ABN 37 639 414 396	28 January 2025
65.	Liberta Childcare Services Pty Ltd ACN 663 146 549 ATF Liberta Childcare Services WD Trust	Nido Early School	ABN 76 811 559 918	28 January 2025
66.	Moolanda Care and Learning Centre Inc.	Moolanda Care and Learning Centre	ABN 59 345 759 930	28 January 2025
67.	Busy Bees Australia Employer Pty Ltd	Busy Bees Early Learning Australia	ABN 46 663 160 316 ACN 663 160 316	28 January 2025
68.	Port Pirie & District Children's Center Inc	Port Pirie Child Care Centre	ABN 81 976 059 628	28 January 2025
69.	Warradale Community Children’s Centre Incorporated	Warradale Community Children’s Centre	ABN 29 921 783 854	28 January 2025
70.	Thomastown Childcare Centre Inc	Thomastown Childcare Centre	ABN 73 402 987 394	28 January 2025
71.	Le Fevre Community Children’s Centre Incorporated	Le Fevre Community Children’s Centre	ABN 29 873 598 515	28 January 2025
72.	Guardian Community Early Learning Centres Pty Ltd	Guardian Childcare & Education	ABN 83 116 020 887	28 January 2025
73.	Edge Early learning Administration Pty Ltd	Edge Early Learning	ABN 11 620 108 269	28 January 2025
74.	The Trustee for Fereday Family Trust No 2	Cambridge Road Play and Learn Centre	ABN 45 868 073 118	28 January 2025
75.	Affinity Education Group Limited	Affinity Education	ABN 37 163 864 195	28 January 2025

76.	The Trustee for the PJ & NL Gray Family Trust	Platypus Kinda	ABN 23 119 925 051	28 January 2025
77.	West Pennant Hills Child Care Centre Pty Limited	Adventures Preschool and Long Day Care	ABN 82 109 860 871	28 January 2025
78.	Mawson Lakes Community Early Learning Inc	Mawson Lakes Community Early Learning	ABN 89 938 921 008	28 January 2025
79.	Styles Street Children's Community Long Day Care Centre Inc		ABN 54 786 701 007	28 January 2025
80.	Possums Early Learning Centre Incorporated	Possums Early Learning Centre	ABN 81 619 903 546	28 January 2025
81.	The Ridge Preschool & Childcare Centre Pty Ltd	The Ridge Preschool and Childcare	ABN 22 646 283 070	28 January 2025
82.	Maroubra Neighbourhood Children's Centre Co-Operative Ltd		ABN 66 109 959 419	28 January 2025
83.	Langridge, Jennie Fay	Kindisaurus CCC	ABN 18 658 096 329	28 January 2025
84.	Kooringal Casual Childcare Centre Inc	Kooringal Child Care Centre Inc	ABN 75 816 056 235	28 January 2025
85.	Fawkner Park Children's Centre Co-Operative Ltd	Fawkner Park Children's Centre Co-Op Ltd	ABN 58 717 759 041	28 January 2025
86.	Cowes Primary School	Phillip Island Early Learning Centre	ABN 72 090 374 046	28 January 2025
87.	Columbia Park Early Learning Centre Inc		ABN 45 021 570 046	28 January 2025
88.	Stepping Stone (S.A.) Childcare & Early Development Centres Pty Ltd	Stepping Stone Aberfoyle Park Childcare & Early Development Centre Stepping Stone Allenby Gardens Childcare & Early Development Centre	ABN 21 121 794 769 ACN 121 794 769	28 January 2025

		Stepping Stone Angle Vale Childcare & Early Development Centre		
		Stepping Stone Blakeview Childcare & Early Development Centre		
		Stepping Stone Brooklyn Park Childcare & Early Development Centre		
		Stepping Stone Collinswood Childcare & Early Development Centre		
		Stepping Stone Curtis Road Childcare & Early Development Centre		
		Stepping Stone Evanston Childcare & Early Development Centre		
		Stepping Stone Happy Valley Childcare & Early Development Centre		
		Stepping Stone Hewett Childcare & Early Development Centre		
		Stepping Stone Hove Childcare & Early Development Centre		

		Stepping Stone Kidman Park Childcare & Early Development		
		Stepping Stone Klemzig Childcare & Early Development Centre		
		Stepping Stone Lightsview Childcare & Early Development		
		Stepping Stone Lockleys Childcare & Early Development Centre		
		Stepping Stone Marden Childcare & Early Development Centre		
		Stepping Stone Morphett Vale Childcare & Early Development		
		Stepping Stone Munno Para Childcare & Early Development		
		Stepping Stone Northfield Childcare & Early Development		
		Stepping Stone Para Hills Childcare & Early Development Centre		
		Stepping Stone RAH Childcare & Early Development Centre		
		Rostrevor College Stepping Stone Early Learning Centre		
		Stepping Stone Tanunda Childcare & Early Development Centre		

		Stepping Stone Tea Tree Gully Childcare & Early Development Centre		
		Stepping Stone Two Wells Childcare & Early Development Centre		
		Stepping Stone West Beach Childcare & Early Development Centre		
89.	Modbury Community Children's Centre Incorporated	Modbury Community Children's Centre	ABN 58 419 002 728	28 January 2025
90.	Jumbunna Children's Centre Ltd	Jumbunna Children's Centre	ABN 64 955 031 984	28 January 2025
91.	Tarshaun Pty Ltd	Clovel Childcare & Early Learning Centre Ryde	ABN 16 001 667 616	28 January 2025
		Clovel Childcare & Early Learning Centre Greystanes		
		Clovel Day Nursery		
		Clovel Cottage Nursery		
92.	Clovel ELC KS Blacktown Pty Ltd	Clovel Childcare & Early Learning Centre South Penrith	ABN 38 119 640 176	28 January 2025
		Clovel Childcare & Early Learning Centre Blacktown		

		Clovel Childcare & Early Learning Centre Liverpool		
93.	Seaford District Community Children's Centre Inc		ABN 85 891 607 577	28 January 2025
94.	Search Light Inc		ABN 89 730 493 681	18 March 2025
95.	The Trustee for the Circle of Trust	Redlynch Kindergarten	ABN 607 404 155 27	18 March 2025
96.	Rose Park Community Childcare Inc	Rose Park Community Childcare	ABN 45 020 026 742	18 March 2025
97.	The Trustee for SEN Family Trust	Discovery at Play Early Learning Centres	ABN 61 851 223 181	18 March 2025
98.	Teddy Tammy's Childcare Proprietary Limited	Teddy Tammy's Childcare	ABN 28 125 281 781	18 March 2025
99.	North East Community Children's Centre Inc	North East Community Children's Centre	ABN 17 709 403 750	18 March 2025
100.	First Five Employment Pty Ltd	First Five Early Learning	ABN 93 653 686 027	18 March 2025
101.	Golden Grove Homestead Community Children's Centre Incorporated	Golden Grove Homestead Community Children's Centre Inc	ABN 42 165 356 394	18 March 2025
102.	The Trustee for Piptree Trust	Piptree Early Learning Eight Mile Plains Piptree Early Learning Sunnybank Hills	ABN 71 702 879 172	18 March 2025

		Piptree Early Learning Mount Gravatt East Piptree Early Learning Tanah Merah		
103.	Oz Education Auburn Pty Limited	Oz Education Auburn	ABN 15 151 919 836	18 March 2025
104.	Oz Education Boambee East Pty Ltd	Oz Education Boambee East	ABN 29 645 974 572	18 March 2025
105.	Oz Education Fairfield Pty Limited	Oz Education Fairfield	ABN 73 648 176 701	18 March 2025
106.	The Trustee for Oz Education Homebush Trust	Oz Education Homebush	ABN 23 810 336 429	18 March 2025
107.	The Trustee for The Oz Education Lake Cathie Unit Trust	Oz Education Lake Cathie	ABN 65 683 735 983	18 March 2025
108.	The Trustee for OZ EDUCATION LIDCOMBE TRUST	Oz Education Lidcombe	ABN 68 257 739 420	18 March 2025
109.	The Trustee for Oz Education Tuggerah Trust	Oz Education Tuggerah	ABN 54 625 689 352	18 March 2025
110.	Oz Education Wyong Pty Ltd	Oz Education Wyong	ABN 24 653 390 893	18 March 2025
111.	The Community Child Care Centre at Flinders Medical Centre Inc		ABN 16 692 232 642	18 March 2025
112.	CSD & JKM Pty Ltd	Banksia Kids Early Learning Centre	ABN 34 647 444 728	18 March 2025

113.	J.K Millard Pty Ltd	Kimberley Kids Early Learning Centre	ABN 52 147 857 485	18 March 2025
114.	CHILDSPLAYTORQUAY Pty Ltd	Childs Play Torquay	ACN 619 606 138 ABN 19 619 606 138	18 March 2025
115.	Canopy Ormiston Pty Ltd	Canopy Early Education Ormiston	ACN 672 612 921 ABN 20 672 612 921	18 March 2025
116.	Churches of Christ Community Childcare for Mission Limited	Rosebud Early Learning South Launceston Early Learning	ABN 36 630 264 103	18 March 2025
117.	Batlow Apple Tree Learning Centre Co-Operative Ltd	Batlow Apple Tree Learning Centre	ABN 38 411 347 166	18 March 2025
118.	Ada Mary A'beckett Childrens Centre Inc	Ada Mary A'Beckett Children's Centre	ABN 20 553 522 692	18 March 2025
119.	Boydern Pty Ltd	Redman House Early Childhood Learning Centre	ABN 69 068 588 910	18 March 2025
120.	Early Childhood Management Services Inc		ABN 13 012 989 761	18 March 2025
121.	Caftan Pty. Limited	Urban Education ELC	ABN 30 008 598 061	18 March 2025
122.	Gamumbi Early Childhood Education Centre Incorporated		ABN 75 413 221 565	18 March 2025
123.	Hatch El1 Pty Ltd	Jack & Jill Early Learning	ABN 21 649 978 889	18 March 2025

124.	Pow Place Community Child Care Centre Ltd		ABN 47 003 214 828	18 March 2025
125.	Jindi Woraback Children's Centre		ABN 73 750 402 556	18 March 2025
126.	The Trustee for Kilmore Kids Trust	Sutherland Street Childcare and Kindergarten	ABN 80 396 479 233	18 March 2025
		Dudley Street Childcare and Kindergarten		
		Ferguson Street Kindergarten and Early Learning Centre		
127.	Moreland Community Child Care Centres Inc.	Moreland Community Child Care Centre Inc	ABN 68 941 378 237	18 March 2025
128.	The Trustee for Johnson Point Cook Trust & The Trustee for Magro Family Trust	Child's Play Point Cook	ABN 43 565 248 717	18 March 2025
129.	Randwick Open Care for Kids	Randwick Open Care for Kids Inc	ABN 19 432 639 092	18 March 2025
130.	River Region Early Education Ltd	River Region Early Education	ABN 73 667 057 590	18 March 2025
131.	Northern Schools Early Years Cluster Inc.		ABN 39 221 374 139	18 March 2025
132.	Child’s Play Early Learning Centres Pty Ltd		ACN 675 448 441 ABN 36 675 448 441	18 March 2025
133.	Shaken Enterprise Pty Ltd	River Cottage Preschool and Early Education Centre	ABN 14 141 245 187	18 March 2025

134.	Acacia Indochinese Community Support Association Inc.	Acacia Children's Centres	ABN 76 707 214 671	18 March 2025
135.	The Trustee for Macarthur ELC Unit Trust	Macarthur Early Learning Centre	ABN 26 897 742 032	18 March 2025
136.	The Range Children's Centre Inc	The Range Childrens Centre	ABN 46 074 917 077	18 March 2025
137.	The Trustee for Collins Family Trust	Jungle Zoo ELC	ABN 42 395 817 951	18 March 2025
138.	Wilson, Bruce Alexander	Bruce Alexander Wilson, Mini Miners Early Learning Centr	ABN 14 228 455 797	18 March 2025
139.	Urban Education Gold Creek Pty Ltd		ABN 51 663 864 757	18 March 2025
140.	Try Australia Children's Services	Sparkways	ABN 17 157 351 722	18 March 2025
141.	Woden Valley Child Care Association Inc	Woden Valley Early Learning Centre	ABN 56 661 170 871	18 March 2025
142.	Warrandyte Childcare and Preschool Centre Co-Operative Limited	Warrandyte Child Care and Pre-school Centre	ABN 60 310 608 170	18 March 2025
143.	Acorn East Pty Ltd	Acorn East	ACN 162 765 791 ABN 26 162 765 791	18 March 2025
144.	Acorn Child Care Centre Pty Ltd	Acorn Child Care Centre	ACN 110 120 280 ABN 72 110 120 280	18 March 2025
145.	The Beams Capital Trust	Beams Early Learning Centre	ABN 94 667 907 768	18 March 2025

146.	Sudbury Community House Association Incorporated	Sudbury House Early Learning Centre	ABN 21 831 946 718	18 March 2025
147.	The Trustee for Grader Family Trust	Ready Set Grow Child Care Centre Bluff Point	ABN 67 750 558 071	18 March 2025
		Ready Set Grow Out of School Care Bluff Point		
		Ready Set Grow Child Care Centre Dongara		
		Bloom Early Education Jindalee		
148.	The Trustee for North Education Services Trust	The NEST Early Education Centre of Excellence	ABN 83 429 326 550	18 March 2025
		Little Bunyas Early Education Centre of Excellence		
149.	Craftbound Pty Ltd	Munchkins Early Education Centre	ACN 132 791 514 ABN 80 132 791 514	18 March 2025
150.	The Trustee for MV Trust	Ridgehaven ELC Pty Ltd	ABN 26 540 221 126	18 March 2025
151.	Katoomba Childrens Cottage Inc	Katoomba Children's Cottage	ABN 33 873 483 664	18 March 2025
152.	Little Panda Management Pty Ltd	Little Bouncing Bears Early Learning Centre	ACN 619 647 960 ABN 32 619 647 960	18 March 2025
153.	Greek Orthodox Community of St George Brisbane	Greek Community Childcare Centre	ABN 34 586 496 769	18 March 2025

154.	Dacazh Pty Ltd	Green Cottage Childcare	ACN 113 478 523 ABN 43 113 478 523	18 March 2025
155.	C.G LIPP & J.M LIPP	Country Kids Play and Learning Centre	ABN 63 204 408 089	18 March 2025
156.	Leederville Early Childhood Centre Inc.		ABN 32 990 605 847	18 March 2025
157.	Lilydale Community Child Care Inc	Swinburne Children's Centre Croydon Swinburne Children's Centre – Lilydale Swinburne Children's Centre Swinburne Children's Centre Wantirna	ABN 93 643 688 099	18 March 2025
158.	Canopy Dakabin Pty Ltd	Canopy Early Education Dakabin	ACN 673 069 255 ABN 77 673 069 255	18 March 2025
159.	The Trustee for BIXA Discretionary Trust	Seedlings & Co. Calamvale Seedlings & Co. Logan Reserve Seedlings & Co Bellbird Park	ABN 85 663 384 283	18 March 2025
160.	The Trustee for Little Swans Early Learning Trust	Little Swans Early Learning	ABN 50 912 559 085	18 March 2025
161.	A.P.I. Promotions Pty. Ltd.	Canopy Early Education Milton	ACN 010 096 821 ABN 11 010 096 821	18 March 2025
162.	Bloom Early Education Beechboro Pty Ltd	Bloom Early Education Beechboro	ACN 670 888 678 ABN 44 670 888 678	18 March 2025
163.	Aspire Early Education & Kindergarten Cranbourne North (Thompson) Pty Ltd	Aspire Early Education & Kindergarten Cranbourne North	ABN 59 663 098 959	18 March 2025

164.	Mackay Childminding Association	Mackay Child Care Centre	ABN 35 547 587 015	18 March 2025
165.	Aspire Early Education & Kindergarten Deanside Pty Ltd	Aspire Early Education & Kindergarten Deanside	ABN 82 655 875 424	18 March 2025
166.	Bloom Early Education Bennett Springs Pty Ltd	Bloom Early Education Bennett Springs	ACN 667 739 291 ABN 32 667 739 291	18 March 2025
167.	The Trustee for MYJ Eli Waters discretionary trust	Seedlings and Co Eli Waters	ABN 30 947 575 328	18 March 2025
168.	Hocking Stars Nominees Pty Ltd atf The Star Early Learning Trust No: 2	Hocking Stars Early Learning Centre Gungurru	ACN 643 826 224 ABN 84 643 826 224	18 March 2025
169.	Bloom Early Education Bullsbrook Pty Ltd	Bloom Early Education Bullsbrook	ACN 669 473 116 ABN 46 669 473 116	18 March 2025
170.	Bloom Early Education Padbury Pty Ltd	Bloom Early Education Padbury	ACN 670 496 947 ABN 31 670 496 947	18 March 2025
171.	Bloom Early Education Australia Pty Ltd	Bloom Early Education Dawesville Bloom Early Education Mandurah Bloom Early Education Byford	ACN 654 272 616 ABN 42 654 272 616	18 March 2025
172.	Aspire Early Education & Kindergarten Deanside Village Pty Ltd	Aspire Early Education & Kindergarten Deanside Village	ABN 64 659 994 215	18 March 2025
173.	Aspire Early Education & Kindergarten Kalkallo Pty Ltd	Aspire Early Education & Kindergarten Kalkallo	ABN 39 653 825 051	18 March 2025

174.	Aspire Early Education & Kindergarten Thornhill Village Pty Ltd	Aspire Early Education & Kindergarten Thornhill Village	ABN 21 659 994 411	18 March 2025
175.	The Eltham College Foundation Limited	Eltham North Child Care	ACN 006 070 882 ABN 42 006 070 882	18 March 2025
		Laurimar Child Care and Early Learning		
		Laurimar Township Child Care and Kindergarten		
		Kids on Collins		
		Caroline Springs Child Care and Kindergarten		
176.	Ascot Early Learning Centre Pty Ltd	Aspire Early Education & Kindergarten Pakenham	ABN 23 616 209 815	18 March 2025
177.	Young Discoverers Limited	Young Discoverers Helensvale	ACN 139 430 934 ABN 43 139 430 934	18 March 2025
		Young Discoverers Highland Reserve		
178.	Aspire Early Education & Kindergarten Armstrong Creek Pty Ltd	Aspire Early Education & Kindergarten Armstrong Creek	ABN 14 663 094 648	18 March 2025
179.	Willetton Child Care Assoc Inc	Willetton Child Care Centre	ABN 46 271 766 933	18 March 2025

180.	Aspire Early Education & Kindergarten Baldivis North Pty Ltd	Aspire Early Education & Kindergarten Baldivis North	ABN 45 681 211 156	18 March 2025
181.	The Trustee for The Joseph Family Trust	Rainbow Valley Early Learning Centre	ABN 53 034 202 874	18 March 2025
182.	Aspire Early Education & Kindergarten Baldivis Pty Ltd	Aspire Early Education & Kindergarten Baldivis	ABN 26 663 366 425	18 March 2025
183.	RP Education Pty Ltd	Little Shining Stars Early Learning Centre Evanston	ACN 658 829 139 ABN 86 658 829 139	18 March 2025
184.	Aspire Early Education & Kindergarten Thornhill Park Pty Ltd	Aspire Early Education & Kindergarten Thornhill Park	ABN 23 647 660 080	18 March 2025
185.	Aspire Early Education & Kindergarten Werribee Pty Ltd	Aspire Early Education & Kindergarten Riverwalk (Werribee)	ABN 64 646 162 110	18 March 2025
186.	Aspire Early Education & Kindergarten Mambourin Pty Ltd	Aspire Early Education & Kindergarten Mambourin	ABN 84 663 094 504	18 March 2025
187.	Aspire Early Education & Kindergarten Manor Lakes Pty Ltd	Aspire Early Education & Kindergarten Manor Lakes	ABN 41 673 441 640	18 March 2025
188.	Aspire Early Education & Kindergarten, Westbrook, Truganina Pty Ltd	Aspire Early Education & Kindergarten Truganina	ABN 13 650 027 259	18 March 2025
189.	Aspire Early Education & Kindergarten Rockbank Pty Ltd	Aspire Early Education & Kindergarten Rockbank	ABN 55 661 503 091	18 March 2025
190.	Aspire Early Education & Kindergarten White Hills Pty Ltd	Aspire Early Education & Kindergarten White Hills	ABN 74 662 576 070	18 March 2025
191.	The Trustee for The Kinder Trust	LEAD Childcare Walloon	ABN 62 548 141 522	18 March 2025

		LEAD Childcare Rothwell LEAD Childcare Southport LEAD Childcare Murrumba Village		
192.	Aspire Early Education & Kindergarten Tarneit (Sayers) Pty Ltd	Aspire Early Education & Kindergarten Tarneit Sayers	ABN 31 666 710 943	18 March 2025
193.	Aspire Early Education Wollert Pty Ltd	Aspire Early Education & Kindergarten Wollert	ABN 27 646 038 904	18 March 2025
194.	Atherstone Early Learning Centre Pty Ltd	Aspire Early Education & Kindergarten Atherstone	ABN 41 621 901 755	18 March 2025
195.	The Trustee for The Harry Potter Trust	LEAD Childcare Mango Hill LEAD Childcare Mango Hill Village	ABN 72 717 492 667	18 March 2025
196.	The Trustee for The Polly Trust	LEAD Childcare Caboolture	ABN 28 985 994 127	18 March 2025
197.	Berwick Waters Early Learning Centre Pty Ltd	Aspire Early Education & Kindergarten Berwick Waters	ABN 72 612 056 701	18 March 2025
198.	Aspire Early Education Bendigo Pty Ltd	Aspire Early Education & Kindergarten Bendigo	ABN 28 622 327 762	18 March 2025
199.	Aspire Early Education & Kindergarten Bella Estate, Clyde North Pty Ltd	Aspire Early Education & Kindergarten Bella Estate	ABN 20 659 993 218	18 March 2025

200.	The Trustee for The J R Trust	LEAD Childcare Burpengary	ABN 95 991 042 887	18 March 2025
		LEAD Childcare Kedron Park Road		
		LEAD Childcare Sunrise		
201.	Clyde North Early Learning Centre Pty Ltd	Aspire Early Education & Kindergarten Clyde North	ABN 58 639 074 285	18 March 2025
202.	Aspire Early Education & Kindergarten Ramlegh Clyde North Pty Ltd	Aspire Early Education & Kindergarten Ramlegh	ABN 15 660 665 841	18 March 2025
203.	Aspire Early Education & Kindergarten Donnybrook Pty Ltd	Aspire Early Education & Kindergarten Donnybrook	ABN 80 655 875 415	18 March 2025
204.	The Trustee for The Jimmy Trust	LEAD Childcare Dayboro	ABN 61 795 037 952	18 March 2025
		LEAD Childcare Goodna		
		LEAD Childcare Goondiwindi		
		LEAD Childcare Riverview		
		LEAD Childcare Tingalpa		

		Lead Childcare Tingalpa		
		Lead Childcare Toowoomba		
205.	Aspire Early Education & Kindergarten Beveridge Pty Ltd	Aspire Early Education & Kindergarten Beveridge	ABN 22 652 502 228	18 March 2025
206.	Aspire Early Education & Kindergarten Cranbourne East Pty Ltd	Aspire Early Education & Kindergarten Cranbourne East	ABN 51 659 992 542	18 March 2025
207.	Cobblebank Early Learning Centre Pty Ltd	Aspire Early Education & Kindergarten Cobblebank	ABN 57 638 959 789	18 March 2025
208.	Minnows Childcare Pty Ltd	Minnows Beaumaris	ACN 105 315 277 ABN 32 105 315 277	18 March 2025
		Minnows Cheltenham		
		Minnows Dingley Village		
209.	Cranbourne West Early Learning Centre Pty Ltd	Aspire Early Education & Kindergarten Cranbourne West	ABN 59 616 209 593	18 March 2025
210.	Tarneit North Early Learning Centre Pty Ltd	Aspire Early Education & Kindergarten Tarneit North	ABN 71 645 140 790	18 March 2025
211.	Kingkids Pty Ltd	KingKids Early Learning Centre and Kindergarten	ACN 150 604 087 ABN 52 150 604 087	18 March 2025
		KingKids Early Learning Centre and Kindergarten Narre Warren		

212.	Kingkids 4 Pty Ltd	Kingkids Rowville	ACN 611 459 977 ABN 97 611 459 977	18 March 2025
213.	Kingkids 5 Pty Ltd	Kingkids Bentleigh	ACN 662 094 546 ABN 74 662 094 546	18 March 2025
214.	Frontida Pty Ltd	Sunkids Childrens Centre – Calamvale	ACN 164 860 566 ABN 54 164 860 566	18 March 2025
215.	Kingkids 6 Pty Ltd	Kingkids Dandenong	ACN 652 299 075 ABN 39 652 299 075	18 March 2025
216.	The Trustee for Childcare Investment Trust	Children's Choice Early Education Centre	ABN 16 439 532 681	18 March 2025
217.	Kingkids Early Learning Centre and Kindergarten Hallam Pty Ltd	Kingkids Hallam	ACN 633 882 032 ABN 37 633 882 032	18 March 2025
218.	Timms Early Education Pty Ltd	Tiny Timms Early Education Centre Singleton	ACN 616 533 414 ABN 31 616 533 414	18 March 2025
219.	Minnows Aspendale Gardens Pty Ltd	Minnows Aspendale Gardens	ACN 643 052 500 ABN 62 643 052 500	18 March 2025
220.	The Trustee for Pinnacle Investment Trust	Sunkids Childrens Centre – Stadium Village	ACN 623 837 150 ABN 90 211 564 971	18 March 2025
		Sunkids Childrens Centre – Benowa		
		Sunkids Childrens Centre – Rochedale		
		Sunkids Childrens Centre – Brisbane Technology Park		

		Sunkids Childrens Centre – Mermaid Waters		
221.	The Trustee for The Farro Trust	Sunkids Childrens Centre – Boondall	ABN 12 205 865 137	18 March 2025
		Sunkids Childrens Centre – Burleigh Waters		
		Sunkids Childrens Centre – Eight Mile Plains		
		Sunkids Childrens Centre – Ormiston		
		Sunkids Childrens Centre – Scottsdale		
		Sunkids Childrens Centre – Sunnybank Hills		
		Sunkids Childrens Centre – Robina		
222.	The Trustee for The IQ Trust	Sunkids Childrens Centre – Oxley	ABN 42 040 569 036	18 March 2025
		Sunkids Childrens Centre – Boondall East		
		Sunkids Childrens Centre – Calamvale Central		
223.	Johncock & Associates Pty Ltd	Walkley Heights Child Care Centre	ACN 059 050 350 ABN 93 059 050 350	18 March 2025

224.	Treasured Tots Early Education Bennett Springs Pty Ltd	Treasured Tots Early Education Bennett Springs	ABN 46 648 958 758	18 March 2025
225.	Treasured Tots Early Education Hamersley Pty Ltd	Treasured Tots Early Education Hamersley	ABN 84 653 944 819	18 March 2025
226.	Treasured Tots Early Education Piara Waters Pty Ltd	Treasured Tots Early Education Piara Waters	ABN 50 645 706 092	18 March 2025
227.	Treasured Tots Early Education Bicton Pty Ltd	Treasured Tots Early Education Bicton	ABN 46 664 952 943	18 March 2025
228.	Treasured Tots Child Care Pty Ltd	Treasured Tots Early Education	ACN 147 554 194 ABN 76 147 554 194	18 March 2025
		Treasured Tots Early Education Bibra Lake		
		Treasured Tots Early Education Mandurah		
229.	YCDC Pty Ltd	Yeronga Child Development Centre	ACN 659 882 023 ABN 72 659 882 023	18 March 2025
230.	Ingham Family Centre Inc	Ingham Early Learning Centre	ABN 49 842 660 865	15 April 2025
231.	Clare Valley Children's Centre Inc	Clare Valley Children's Centre	ABN 30 420 758 704	15 April 2025
232.	CAFE Enfield Child Care Centre Inc		ABN 71 665 476 990	15 April 2025
233.	Aberfoyle Hub Community Childrens Centre Inc		ABN 18 681 686 780	15 April 2025

234.	My Story – Experiential Early Learning Pty Ltd	My Story – Experiential Early Learning Belrose	ABN 66 616 047 182	15 April 2025
235.	Warners Bay Early Learning and Care Centre Incorporated		ABN 69 722 188 337	15 April 2025
236.	The Trustee for BAGH Discretionary Trust	Honeytots Pre-School and Long Day Care Centre	ABN 27 951 531 376	15 April 2025
237.	Yamba ELC Pty Ltd	Imaginations Early Education Lilac Early Learning	ACN 167 097 387 ABN 47 167 097 387	15 April 2025
238.	The Trustee for Azzopardi Family Trust	Altona Early Learning Centre Edu-Play Early Learning Centre	ABN 93 566 456 268	15 April 2025
239.	The Trustee for Phoenix Trust	Leaps & Bounds Parklands	ABN 81 129 564 964	15 April 2025
240.	Fuji Intercultural Pty Ltd	Fuji International Kindergarten	ACN 050 410 501 ABN 22 050 410 501	15 April 2025
241.	Wispfinn Pty Ltd	Nicky's Kids Town	ACN 061 285 596 ABN 83 061 285 596	15 April 2025
242.	Betty Spears Child Care Centre Ltd	Betty Spears Child Care Centre	ABN 57 003 143 593	15 April 2025
243.	Bondi Beach Cottage Incorporated	Bondi Beach Cottage Inc	ABN 60 912 747 342	15 April 2025
244.	The Trustee for Scholi Unit Trust	North Fremantle School of Early Learning	ABN 38 248 663 186	15 April 2025
245.	The Trustee for Paidia Unit Trust	West Leederville School of Early Learning	ABN 30 518 858 873	15 April 2025

246.	The Trustee for the A Giambazi Family trust	Nedlands School of Early Learning	ABN 44 363 452 450	15 April 2025
247.	The Trustee for The Ektos Unit Trust	Como School of Early Learning	ABN 46 987 905 360	15 April 2025
248.	The Trustee for Evdomos Unit Trust	Attadale School of Early Learning	ABN 18 774 591 610	15 April 2025
249.	The Trustee for Kipos Unit Trust	North Perth School of Early Learning	ABN 43 578 588 979	15 April 2025
250.	The Trustee for Jakana Childcare Trust	Glandore Private Kindergarten & Childcare Centre	ABN 46 179 516 131	15 April 2025
251.	CF Bright Kids Learning Pty Ltd	Bright Kids Early Learning	ABN 84 636 012 505	15 April 2025
252.	Clovelly Child Care Centre Inc		ABN 22 438 858 070	15 April 2025
253.	Upper Ross Child Care Centre Inc	Vickers Road Community Child Care Centre	ABN 43 562 126 356	15 April 2025
254.	Cockatoos Early Learning Pty Ltd	Bambini Boutique Child Care	ABN 42 661 008 117	15 April 2025
255.	Kangaroo Island Children's Services (Preschool) Inc	Kangaroo Island Children's Services Centre	ABN 45 569 770 460	15 April 2025
256.	Bright Sparks Preschool Pty Ltd		ABN 96 611 783 978	15 April 2025
257.	Houda Haddad Pty Ltd	Mini Graduates Early Learning Centre	ABN 93 659 438 285	15 April 2025

258.	Kimcho Pty Ltd	Little Sprouts Early Learning Centre	ABN 68 146 709 328	15 April 2025
259.	Little Rana Childcare Centre Pty Ltd	Advanced Kids Early Learning Centre	ABN 43 611 229 193	15 April 2025
260.	Kindercare Learning Centre Pty Ltd		ABN 67 636 431 279	15 April 2025
261.	Mountain Community Children's Centre Incorporated	Mountain Community Children's Centre	ABN 15 350 030 236	15 April 2025
262.	Chancery Lane Montessori Preschool Pty Ltd	Chancery Lane Montessori Preschool	ACN 129 080 011 ABN 77 129 080 011	15 April 2025
263.	Echoes Montessori Pty Ltd	Echoes Montessori	ACN 636 018 472 ABN 48 636 018 472	15 April 2025
264.	Lilliput Village Pty Ltd	Lilliput Village Montessori	ACN 109 867 807 ABN 85 109 867 807	15 April 2025
265.	Oxford Montessori Pty Ltd	Little Oxford Montessori	ACN 629 712 741 ABN 72 629 712 741	15 April 2025
266.	Rosemont House Montessori Pty Ltd	Rosemont House Montessori	ACN 600 967 575 ABN 88 600 967 575	15 April 2025
267.	The Cedars Montessori Pre-school Pty Ltd	Cedars Montessori Pre-school	ACN 116 800 965 ABN 90 116 800 965	15 April 2025
268.	The Trustee for Barbara Langford Family Trust	Jescott Montessori Preschool	ABN 45 193 668 516	15 April 2025
269.	The Trustee for Insight Early Learning Burwood Unit Trust	Insight Early Learning Burwood	ABN 76 252 314 356	15 April 2025

270.	Insight Early Learning Darwin Pty Ltd.	Little Flyers Childcare	ACN 611 808 747 ABN 32 611 808 747	15 April 2025
271.	The Trustee for Insight Early Learning Dunsborough Unit Trust	Insight Early Learning Dunsborough	ABN 83 226 897 905	15 April 2025
272.	The Trustee for Insight Early Learning Joondalup Unit Trust	Insight Early Learning Joondalup	ABN 25 824 431 178	15 April 2025
273.	The Trustee for Insight Early Learning Kelmscott Unit Trust	Insight Early Learning Kelmscott	ABN 15 406 581 487	15 April 2025
274.	The Trustee for Insight Early Learning Moama Unit Trust	Insight Early Learning Moama	ABN 21 178 597 651	15 April 2025
275.	The Trustee for Insight Early Learning Port Coogee Unit Trust	Insight Early Learning Port Coogee	ABN 43 252 091 668	15 April 2025
276.	The Trustee for Insight Early Learning Southlakes Unit Trust	Insight Early Learning Southlakes	ABN 17 279 087 130	15 April 2025
277.	The Trustee for IEL Stream Ave Unit Trust	Insight Early Learning Stream Avenue	ABN 51 448 505 386	15 April 2025
278.	The Trustee for Insight Early Learning Throsby Unit Trust	Insight Early Learning Throsby	ABN 54 275 165 394	15 April 2025
279.	Norwood Community Creche Inc	Norwood Community Creche	ABN 90 811 275 871	15 April 2025
280.	Northern Victoria Finances Limited	Nathalia Community Early Learning Centre	ABN 33 091 514 966	15 April 2025
281.	Orange Blossom Early Learning Pty Ltd	Orange Blossom Early Learning Centre	ABN 49 625 234 504	15 April 2025

282.	Pringle Family Trust	Natural Steps Preschool	ABN 55 823 584 857	15 April 2025
283.	Richmond Valley Care-Ring Association_Incorporated	Care Ring Childrens Centre	ABN 50 018 448 695	15 April 2025
284.	St Stephens Childrens Centre Inc		ABN 59 802 790 868	15 April 2025
285.	St Jude's Early Learning Incorporated	St Jude's Early Learning	ABN 20 052 853 824	15 April 2025
286.	The Trustee for Orchard ELC Unit Trust	Orchard Early Learning Centre	ABN 22 471 657 696	15 April 2025
287.	The Trustee for Puopolo Unit Trust	Puopolo Nominees Pty Ltd	ABN 27 316 460 493	15 April 2025
288.	The Wingate Avenue Childrens Co-Operative Limited	Wingate Avenue Childrens Co Operative Ltd	ABN 24 679 319 776	15 April 2025
289.	W.C & S Childcare Pty Ltd	Manilla Early Learning	ABN 31 650 252 083	15 April 2025
290.	Trayhern Family Investments Pty Ltd	Family First Early Learning	ABN 81 645 754 016	13 May 2025
291.	Noarlunga Community Childrens Centres Inc	Noarlunga Community Children’s Centres	ABN 26 020 035 572	13 May 2025
292.	Gosford Cubbyhouse Occasional/Long Day Child Care Centre Incorporated	Gosford Cubbyhouse	ABN 47 577 322 725	13 May 2025
293.	Adelaide University Childcare Services Inc	Waite Campus Childrens Centre	ABN 33 786 009 485	13 May 2025

		Adelaide Campus Childrens Centre		
294.	Blinky Bill Early Learning Portland Inc	Blinky Bill Early Learning Portland	ABN 11 527 784 059	13 May 2025
295.	Bright Sunshine Children Centre Pty Ltd	Bright Sunshine Children Centre	ABN 50 635 455 542	13 May 2025
296.	Cessnock Multipurpose Children's Centre Ltd	Cessnock Multi-Purpose Childrens Centre Pty Ltd	ABN 81 002 428 908	13 May 2025
297.	Eltham Woods Child Care Co-Operative Ltd	Eltham Woods Child Care Centre	ABN 18 815 169 461	13 May 2025
298.	Gap Community Childcare Centre Inc	Gap Community Early Learning Centre	ABN 61 194 635 280	13 May 2025
299.	Horsham & District Kindergarten Association Inc	Emerge Early Years Services	ABN 65 670 142 871	13 May 2025
300.	Harrison St Early Education Inc.	Harrison St Early Education	ABN 53 761 539 383	13 May 2025
301.	Connect Child & Family Services Limited	Connect Children and Families	ABN 54 617 948 231	13 May 2025
302.	Prom Coast Centres for Children Inc.		ABN 70 956 155 799	13 May 2025
303.	The Trustee for Sproson-Colliver Unit Trust	Our Learning Steps Childcare and Kindergarten	ABN 58 288 094 125	13 May 2025
304.	Lifetime Learners LDC Pty Ltd	Lifetime Learners Long Day Care & Pre-School	ABN 12 152 549 123	13 May 2025

305.	Surrey Downs Community Childrens Centre Incorporated	Surrey Downs Community Childrens Centre Inc	ABN 43 069 786 826	13 May 2025
306.	The Outback Mobile Resource Unit Inc		ABN 60 069 484 918	13 May 2025
307.	Joyful Rainbow Pty Ltd	Rainbow Childcare Centre at Westfield Marion	ABN 83 125 321 691	13 May 2025
308.	Woden Early Childhood Centre Incorporated	Woden Early Childhood Centre Inc	ABN 65 514 661 896	13 May 2025
309.	Treloar Child Care Centre Inc		ABN 21 313 057 807	13 May 2025
310.	Zhang, Yanyun	Little Diggers Pre-School and Child Care Centre	ABN 27 659 412 550	13 May 2025
311.	Possums Cnr Child Care Centre Inc	Possums Cnr Childcare Centre Inc	ABN 83 434 625 348	13 May 2025
312.	Cassnic Childcare Developments Pty Ltd	Bloom Early Learning Centre	ABN 70 601 793 257	13 May 2025
313.	The Nintirri Centre Incorporated	Nintirri Early Learning Centre	ABN 59 634 306 630	13 May 2025
314.	Ewin Early Learning Centre Inc		ABN 23 103 213 929	13 May 2025
315.	S & S Kindergarten Pty Ltd	Picnic Point Preschool and Childcare Centre	ABN 20 102 952 027	13 May 2025
316.	The Learning Jungle Pty Ltd	The Learning Jungle Long Day Care and Preschool	ABN 64 126 448 780	13 May 2025

317.	City Child Care Centre Inc	City Community Children's Centre Inc	ABN 80 925 912 411	13 May 2025
318.	The Trustee for The M & S Prendergast Family Trust	Sonas Early Learning & Care Huntingdale	ABN 38 301 895 149	13 May 2025
319.	The Trustee for GosnellsCC Unit Trust	Sonas Early Learning & Care Gosnells	ABN 77 280 230 773	13 May 2025
320.	Acorn Child Care Centre Pty Ltd	Acorn Gin Gin	ACN 110 120 280 ABN 72 110 120 280	13 May 2025
321.	The Trustee for BBBP Unit Trust	Sonas Early Learning & Care Spearwood	ABN 35 265 159 514	13 May 2025
322.	The Trustee for Wanneroo CC Unit Trust	Sonas Early Learning & Care Wanneroo	ABN 61 211 410 568	13 May 2025
323.	Bay Island Early Learning and Care Pty Ltd	Bay Island Early Learning and Care	ACN 143 544 638 ABN 66 143 544 638	13 May 2025
324.	Childcare First Pty Ltd	Bela Babes	ACN 106 872 977 ABN 26 106 872 977	13 May 2025
325.	The Trustee for The Woodbridge Unit Trust	Sonas Early Learning & Care Woodbridge	ABN 55 182 764 929	13 May 2025
326.	The Trustee for The Star Early Learning Trust	Hocking Stars Early Learning Centre	ABN 38 902 921 781	13 May 2025
327.	The Trustee for M & H Obeid Family Trust	Ascent Childcare Centre	ABN 91 807 297 398	13 May 2025
328.	WDNK Pty Ltd	Woodville Day Nursery and Kindergarten	ACN 664 615 196 ABN 56 664 615 196	13 May 2025

329.	Kodomo Care Pty Ltd	Brilliant Beginnings Childcare	ACN 673 608 896 ABN 14 673 608 896	13 May 2025
330.	The Trustee for the Sanctuary at Hillside Unit Trust	The Sanctuary at Hillside	ACN 161 513 024 ABN 90 188 232 506	13 May 2025
331.	Dimitrakis Pty Ltd	Creative Play Childcare and Early Learning Centre	ABN 16 097 011 491	13 May 2025
332.	Treetops Early Learning Centres Pty Ltd	Treetops Early Learning Centre – Findon	ABN 38 125 616 793	13 May 2025
		Treetops Early Learning Centre – Wattle House		
		Treetops Early Learning Centre – Stepney		
333.	The Trustee for Childcare Adventures Unit Trust	Creative Play Early Learning Centre	ABN 86 427 139 752	13 May 2025
334.	The Trustee for IS Holdings Unit Trust	Inverloch Childcare	ABN 43 634 883 974	13 May 2025
335.	Cuddles Childcare Canning Vale Pty Ltd	Cuddles Early Learning and Childcare Canning Vale	ABN 81 660 487 543	13 May 2025
336.	C.L Savage & J.L Tidd	Evolve Early Learning and Kindergarten	ABN 27 953 547 731	13 May 2025
337.	Emmikins Enterprises Pty Ltd	Emmikins ELC	ACN 155 606 929 ABN 98 155 606 929	13 May 2025
338.	Cuddles Childcare Centre-Carlisle Pty Ltd	Cuddles Early Learning and Childcare Carlisle	ABN 16 116 729 385	13 May 2025

339.	Cuddles Childcare East Byford Pty Ltd	Cuddles Early Learning and Childcare East Byford	ABN 87 660 487 570	13 May 2025
340.	Cuddles Childcare Swan View Pty Ltd	Cuddles Early Learning and Childcare Swan View	ABN 51 673 189 850	13 May 2025
341.	Cuddles Childcare Centre Two Rocks Pty Ltd	Cuddles Early Learning and Childcare Two Rocks	ABN 96 626 216 046	13 May 2025
342.	Cuddles Childcare Centre Byford Pty Ltd	Cuddles Early Learning and Childcare Byford	ABN 53 629 341 297	13 May 2025
343.	Cuddles Childcare Centre Bertram Pty Ltd	Cuddles Early Learning and Childcare Bertram	ABN 28 123 153 015	13 May 2025
344.	Cuddles Childcare Centre Beckenham Pty Ltd	Cuddles Early Learning and Childcare Beckenham	ABN 46 651 048 887	13 May 2025
345.	Cuddles Childcare Thornlie Pty Ltd	Cuddles Early Learning and Childcare Thornlie	ABN 19 663 431 371	13 May 2025
346.	Cuddles Childcare Centre Kelmscott Pty Ltd	Cuddles Early Learning and Childcare Kelmscott	ABN 14 621 846 133	13 May 2025
347.	Cuddles Childcare Centre South Lake Pty Ltd	Cuddles Early Learning and Childcare South Lake	ABN 89 618 902 104	13 May 2025
348.	The Rozelle Child Care Centre Ltd	Rozelle Child Care Centre	ABN 15 002 871 650	13 May 2025
349.	The Trustee for Jason Chemello Family Trust	Evergreen Early Learning	ABN 71 144 303 064	13 May 2025
350.	Pico Early Learning Centre & Kindergarten (Vic) Pty Ltd	Pico Early Learning Centre & Kindergarten Pakenham	ABN 76 650 464 127	13 May 2025

		Pico Early Learning Centre & Kindergarten Endeavour Hills		
351.	Alkimos School of Early Learning Pty Ltd	Alkimos School of Early Learning	ABN 34 611 747 196	13 May 2025
352.	SN Chemello Pty Ltd	Little Legends Yokine	ABN 66 663 260 473	13 May 2025
353.	The Trustee for The Burton Family Trust	Bambi Child Care Centre Bambi Child Care Centre – Fitzgerald	ABN 92 289 369 892	13 May 2025
354.	Lefroy Road Child Care Centre	Lefroy Road Child Care Centre Inc	ABN 82 701 291 675	10 June 2025
355.	Conyngham Street Community Children's Centre Inc	Conyngham Street Community Children's Centre	ABN 19 164 790 490	10 June 2025
356.	Maryland Child Care Centre Inc	Maryland Care and Early Education Centre Incorporated	ABN 69 847 745 110	10 June 2025
357.	Camden Park Child Care Centre Incorporated	Camden Park Child Care Centre	ABN 56 306 247 042	10 June 2025
358.	The Trustee for TYMC Unit Trust	Prodigy Early Learning Centre – Fraser Rise	ABN 13 602 076 280	10 June 2025
359.	Crows Nest & District Children's Centre & Kindergarten Association Inc	Crows Nest Children’s Centre	ABN 86 300 488 729	10 June 2025
360.	Adelaide Business Group Pty Ltd	Treehouse Childcare and Early Learning Centre	ABN 29 656 589 249	10 June 2025

361.	Molloy, Debra Maree	Wrigglers and Gigglers Child Care Centre	ABN 34 356 902 545	10 June 2025
362.	The Gums Childcare Centre Pty Ltd	The Gums Childcare Centre	ABN 24 114 059 639	10 June 2025
363.	Wildwood Park Holdings Pty. Ltd.	Beaconsfield Children's Hub	ABN 79 054 085 424	10 June 2025
		Kids on Queens Parade Childcare and Kindergarten		
364.	Bubup Womindjeka Family and Children's Centre Association Inc	Albert Park College Child Care Centre	ABN 35 337 485 802	10 June 2025
365.	Charlestown Child Care and Earlylearning Centre Inc	Charlestown Child Care and Early Learning Centre Inc	ABN 29 465 177 172	10 June 2025
366.	Best Practice Education Pty Ltd	The Lookout Early Education Centre	ABN 69 673 797 058	10 June 2025
367.	Goomalling Gumnuts Inc		ABN 64 499 863 565	10 June 2025
368.	Grove Learning Millthorpe Pty Ltd	Grove Start	ABN 20 659 709 707	10 June 2025
369.	Greythorn Early Childhood Centre Inc	Greythorn Early Childhood Centre	ABN 90 061 246 019	10 June 2025
370.	Jordmatt Pty Ltd	Fairyland Pre School Kindergarten	ABN 59 106 685 189	10 June 2025

371.	K & L International Pty Ltd	Minchinbury Early Learning Centre	ABN 61 101 186 832	10 June 2025
372.	Two Wells Community Children's Centre Incorporated		ABN 52 846 004 122	10 June 2025
373.	Newman Day Care Centre Inc		ABN 81 910 174 331	10 June 2025
374.	Mt Barker Community Child Care Centre Inc	Mt Barker Community Child Care Centre Inc	ABN 17 503 775 178	10 June 2025
375.	The Trangie Pre-School Kindergarten Association Ltd	The Trangie Pre-School Kindergarten Association	ABN 90 001 388 914	10 June 2025
376.	E & M Childcare Pty Ltd	Southern Highlands Early Childhood Centre Pine Cottage Early Education	ABN 87 616 620 523	10 June 2025
377.	Blayney Early Learners Pty Ltd		ABN 55 678 872 029	10 June 2025
378.	Moresby Avenue Child Care Assoc Inc	Moresby Avenue Childcare & Early Learning Centre Inc	ABN 58 467 690 559	10 June 2025
379.	Kindred Kids Pty Ltd	Meadow Lane Early Learning	ABN 83 653 756 079	10 June 2025

380.	The Trustee for Ahsan's Family Trust	Al Ishraaq Pty Ltd	ABN 76 384 616 306	10 June 2025
381.	The Trustee for Love U Education Trust	Rainbow Kindy Moss Vale	ABN 27 381 658 289	10 June 2025
382.	Educating Enterprises Pty Ltd	Jabiru Teaching and Learning Centre	ABN 74 603 737 275	10 June 2025
383.	Little Nuggets Early Learning Centre Inc.	Little Nuggets Early Learning Centre	ABN 33 565 598 533	10 June 2025
384.	Aspen Community Early Learning Centre Incorporated		ABN 70 948 464 747	10 June 2025
385.	Sisters of Charity of St Anne Inc	Preeti Kunj Child Care Centre	ABN 94 818 992 063	10 June 2025
386.	Modern Family Home Day Care Pty. Ltd.	Modern Family Early Learning	ABN 85 607 679 238	10 June 2025
387.	Cire Services Incorporated	Cire Children's Service – Mount Evelyn Cire Children's Centre – Yarra Junction	ABN 51 933 700 538	10 June 2025
388.	Marcrob Pty Ltd	Playmates Early Learning Centre	ABN 32 084 414 880	10 June 2025
389.	The Trustee for Luthe Family Trust	Cradle to Crayons Education and Care	ABN 47 551 013 860	10 June 2025

390.	Calmly Intentional 2020 Pty Ltd	Happy Faces Childcare Centre	ABN 96 654 358 335	8 July 2025
391.	Oz Education Gunnedah Pty Ltd	Oz Education Gunnedah	ABN 91 678 197 450	8 July 2025
392.	Oz Education Dallas Pty Ltd	Oz Education Dallas	ABN 58 677 300 551	8 July 2025
393.	Gad Group & Co. Pty Ltd	Striving Stars Early Learning Centre	ABN 43 669 634 735	8 July 2025
394.	Littlies Group Pty Ltd	Rosemont Cottage Eco-Early Education and Care	ABN 31 660 506 758	8 July 2025
395.	Craig Family Centre Inc.	Craig Family Centre	ABN 56 618 615 831	8 July 2025
396.	St Philips Kindergarten Association Incorporated	SPK Early Learning Centre	ABN 95 337 803 348	8 July 2025
397.	Morning Buds Pty Ltd	Morning Buds Early Learning Centre	ABN 84 655 645 382	8 July 2025
398.	Abbotsford Long Day Care Centre Inc		ABN 46 739 187 710	8 July 2025
399.	Burnrade Investments Pty Ltd	The Learning Space	ABN 29 637 017 559	8 July 2025
400.	Brockman House Inc		ABN 29 637 017 559	8 July 2025

401.	Beis Menachem Community Centre		ABN 63 007 765 658	8 July 2025
402.	Australian Christian Early Education Ltd	Hillsong Child Care Centre	ABN 56 617 423 775	8 July 2025
403.	Creative Nook Early Learning Centre Pty Ltd	Creative Nook Early Learning Centre	ABN 75 657 350 322	8 July 2025
404.	Alpha Omega Education Pty Ltd	Alpha Omega Early Education	ABN 78 607 681 130	8 July 2025
405.	Cooloon Children's Centre Inc	Cooloon Childrens Centre Inc	ABN 30 712 949 685	8 July 2025
406.	Brilliant Stars Early Learning Center Pty Ltd	Brilliant Stars ELC Pty Ltd	ABN 85 653 396 448	8 July 2025
407.	The trustee for Whitton Family Trust	The Secret Garden Preschool Caringbah South Preschool	ABN 91 623 133 725	8 July 2025
408.	F & J Childcare Pty Ltd	Grandma Rosie's	ABN 99 146 334 858	8 July 2025
409.	The Trustee for the Gordon Family Trust	Kylie Early Learning Centre	ABN 35 749 919 593	8 July 2025
410.	Claremont Bright Beginnings Inc	Claremont Park Kindergarten	ABN 84 480 388 457	8 July 2025
411.	Deep Creek Child Care Centre Inc.	Deep Creek Child Care Centre Inc	ABN 81 280 155 088	8 July 2025

412.	Lambton Early Learning Centre Pty Ltd		ABN 21 135 535 545 ACN 135 535 545	8 July 2025
413.	Pobblebonks ELC Pty Ltd		ABN 33 657 771 803	8 July 2025
414.	D & J Usien Gum Tree Cottage Pre School	Gum Tree Cottage Pre-School	ABN 73 729 780 810	8 July 2025
415.	Kindley Holdings Pty Ltd	Seeds Childcare and Early Learning Centres St James	ABN 84 629 718 529	8 July 2025
416.	Wentworth District Pre School Playcentre Inc	Wentworth District Pre School Play Centre Inc	ABN 70 538 178 633	8 July 2025
417.	Yungaburra Community Kindergarten Association Inc.	Yungaburra Community Kindergarten Association Inc	ABN 93 056 191 131	8 July 2025
418.	Khanz Group Pty Ltd	ILM Early Learning Centre	ACN 627 982 656 ABN 72 627 982 656	8 July 2025
419.	Dulwich Hill Pre-School Pty. Ltd.	Dulwich Hill Pre-School Pty Ltd	ACN 092 633 433 ABN 13 092 633 433	8 July 2025
420.	Wirrabirra Childcare and Early Learning Centre Inc	Wirrabirra Child Care Centre Inc	ABN 70 096 714 479	8 July 2025
421.	RST Innovations Pty Ltd	Itty Innovators	ACN 608 662 773 ABN 43 608 662 773	8 July 2025
422.	Canterbury Children's Cottage Incorporated	Canterbury Children's Cottage	ABN 87 002 806 331	8 July 2025
423.	Omnia Education Pty Ltd	Play and Learn Early Learning Centre Bismark Street	ACN 612 948 839 ABN 25 612 948 839	8 July 2025

424.	Mitchelton Community Pre School Assoc	Blackwood Street Early Learning	ABN 95 462 778 658	8 July 2025
425.	Imaginative Kids Pty Ltd	Thornleigh Preschool	ACN 152 341 921 ABN 52 152 341 921	8 July 2025
426.	Sandhurst Catholic Early Childhood Education & Care Limited		ACN 643 978 205 ABN 98 643 978 205	8 July 2025
427.	Mt Lawley Child Care Centre	Mt Lawley Childcare Centre	ABN 34 322 180 728	8 July 2025
428.	Ashbury Kidz Academy Pty. Limited	Ashbury Kidz Academy Pty Limited	ACN 150 132 924 ABN 25 150 132 924	8 July 2025
429.	Honeybee Preschool Pty Ltd		ACN 154 697 159 ABN 62 154 697 159	8 July 2025
430.	Balmain Children's Centre Ltd	Balmain Childrens Centre Limited	ACN 002 827 940 ABN 54 827 631 025	8 July 2025
431.	Manuka Occasional Childcare Centre Association Inc	Mocca	ABN 26 470 784 696	8 July 2025
432.	Oriana A Ricci & Dorisa Roche	Just Little Kidz Long Day Child Care Centre	ABN 57 787 260 250	8 July 2025
433.	Pemberton Community Child Care Centre Inc	Little Taddies Child Care Centre	ABN 98 640 989 904	8 July 2025
434.	South Melbourne Child Care Co-Operative Limited	Neighbourhood House	ABN 35 166 034 975	8 July 2025
435.	Leading Leaps Pty Ltd	Leading Leaps Early Learning	ACN 166 034 975 ABN 35 166 034 975	8 July 2025

436.	St Morris Community Child Care Centre Inc	St Morris Community Childcare Centre Inc	ABN 52 184 968 505	8 July 2025
437.	Helen MK Pty Ltd	Kids on the Avenue Childcare & Preschool	ABN 12 150 207 391	8 July 2025
438.	Sunrise Childcare Pty Ltd	Play and Learn Early Learning Centre Vincent Street	ACN 609 672 031 ABN 58 609 672 031	8 July 2025
439.	The Children's Preschool Pty. Ltd.		ACN 601 532 165 ABN 25 601 532 165	8 July 2025
440.	Happy Hearts Avalon Pty Ltd	Happy Hearts Avalon	ACN 668 972 914 ABN 28 668 972 914	8 July 2025
441.	Halifax St Children's Centre & Preschool		ABN 56 711 044 849	8 July 2025
442.	The Trustee for Acorn Early Learning Centre	Acorn Early Learning Centre	ABN 73 775 984 144	8 July 2025
443.	Shaw Street Childrens Centre Inc	Shaw Street Children’s Centre Inc	ABN 29 301 468 282	8 July 2025
444.	Swallow Street Child Care Assoc Inc		ABN 34 171 739 077	8 July 2025
445.	Springvale Service for Children Inc	Market Street Community Child Care Springvale Service for Children	ABN 53 439 105 626	8 July 2025
446.	Hilder Family Trust	Woy Woy Preschool	ABN 33 822 819 244	8 July 2025

447.	The trustee for The Early Years Trust	Applecross Village Kindergarten	ABN 45 094 804 927	8 July 2025
448.	Hackham West Children's Centre	Hackham West Child Care	ABN 46 947 961 446	8 July 2025
449.	The Trustee for Blooming Stars Trust	Blooming Stars Child Care Centre	ABN 64 433 649 747	8 July 2025
450.	G Olejniczak & J.P Olejniczak	Carlingford Kindergarten	ABN 53 057 003 430	8 July 2025
451.	Brimbank Pre-School Association Inc.	Angliss Children's Centre	ABN 25 722 360 940	8 July 2025
		Phoenix Street Children's Centre		
		Alexandra Avenue Children's Centre		
		Brookfield Children's Centre		
		Orama Street Child Care Centre		
		Delahey Children's Centre		
		Sydenham Children's Centre		
452.	The Trustee for The BMELC Unit Trust	Clarkson Early Learning Centre	ABN 66 734 768 623	8 July 2025

453.	The Trustee for The BM Unit Trust	Stratton Early Learning Centre	ABN 30 903 352 217	8 July 2025
454.	Kindley Investment Pty Ltd	Seeds Childcare and Early Learning Centres	ABN 98 609 035 145	8 July 2025
455.	Rainbow St Child Care Centre Inc	Rainbow Street Early Learning and Child Care Centre	ABN 95 078 660 496	8 July 2025
456.	Oasis Community Children's Centre Inc	Oasis Community Childrens Centre	ABN 34 732 581 355	8 July 2025
457.	The Trustee for Learnaversity ATF The Hocks Trust	Cubbys Learnaversity	ABN 98 025 125 147	8 July 2025
458.	Cudal Community Children's Centre	Cudal Community Pre School Inc	ABN 99 755 861 490	8 July 2025
459.	Little Lion Early Learning Pty Ltd		ACN 626 761 322 ABN 37 626 761 322	8 July 2025
460.	Play Learn & Grow Early Education Centre Pty Ltd	Play Learn and Grow Early Education Centre	ACN 609 074 839 ABN 81 609 074 839	8 July 2025
461.	About Child Care Consulting Pty Ltd	A1 Fun Greenfields	ACN 669 724 403 ABN 90 669 724 403	8 July 2025
462.	Northern Area Community and Youth Services Inc (NACYS)	NACYS Child Care Centre	ABN 32 035 810 209	8 July 2025
463.	All 4 Kids Kindergarten Pty Ltd	Alasan Cottage Pre School Mulgoa Pre-School	ACN 083 805 430 ABN 57 083 805 430	8 July 2025

464.	AJS. Valencia Pty Ltd	Mentone Park Childcare and Preschool	ABN 84 666 242 164	8 July 2025
465.	Grenfell Preschool and Long Day Care Centre Incorporated		ABN 55 849 873 877	8 July 2025
466.	A1 Fun Pty Ltd	A1 Fun Pinjarra A1 Fun TJC	ACN 130 839 315 ABN 58 130 839 315	8 July 2025
467.	Childrens Hospital Child Care Centre Association Incorporated		ABN 52 314 568 035	8 July 2025
468.	Royal Melbourne Institute of Technology	RMIT University	ABN 49 781 030 034	8 July 2025
469.	About Child Care Pty Ltd	Ace Foundation Christian College ACE Early Learning Centre	ACN 112 503 474 ABN 94 112 503 474	8 July 2025
470.	The trustee for The Hawken Family Trust	King Cole Day Care and Kindergarten Playmate Daycare Kindergarten & Prep School	ABN 59 803 082 139	8 July 2025
471.	Young Tae and Tae Sook Kang	Fairytales Preschool and Long Day Care Centre	ABN 38 257 809 960	8 July 2025
472.	Cashlist Pty Ltd	Bangalow Preschool Kindergarten	ABN 37 050 213 360	8 July 2025

473.	R&J Services Pty Ltd	Betty Elaine Kindergarten	ABN 31 648 842 791	8 July 2025
474.	Oz Education Lake Macquarie Pty Ltd	Oz Education Glendale	ABN 47 675 256 952	5 August 2025
475.	R&I Precise Services Pty Ltd	Happy Times Childcare & Early Learning Centre	ABN 49 658 201 579	5 August 2025
476.	Disne Pty Ltd	Caterpillar Club House Child Care Centre	ACN 612 088 141 ABN 35 612 088 141	5 August 2025
477.	Balga Senior High School Child Care Centre (Inc)	Teen Family Centre	ABN 11 278 929 115	5 August 2025
478.	HazelGrove Baulkham Hills Pty Ltd	HazelGrove Early Education Centre	ABN 71 657 183 956	5 August 2025
479.	Empower Early Learning Centre Pty Ltd	Empower Early Learning Group	ABN 93 654 507 356	5 August 2025
480.	Hunt Community Child Care Centre Inc		ABN 22 778 781 040	5 August 2025
481.	Bellas Child Care Centre Pty Ltd	Kookaburra Early Learning	ABN 75 669 052 840	5 August 2025
482.	Oppia Wantirna South Pty Ltd	Oppia Wantirna South	ABN 28 679 918 444	5 August 2025
483.	The Trustee for The Mansour Family Trust	Gingerbread Kindergarten Kellyville Gingerbread Preschool Kindergarten	ABN 85 940 702 595	5 August 2025

484.	Costi's Enterprises Pty Ltd	Kindikids Early Learning Centre Five Dock	ABN 43 080 637 958	5 August 2025
		Kindikids Early Learning Centre Ryde		
		Kindikids Early Learning Centre 3		
		Kindikids Early Learning Centre 1		
485.	Aspire Early Education & Kindergarten Huntly Village Pty Ltd	Aspire Early Education and Kindergarten Huntly Village Pty Ltd	ABN 16 670 909 921	5 August 2025
486.	Oz Education Guildford Pty Ltd	Oz Education Guildford	ABN 54 676 085 171	2 September 2025
487.	The Trustee for IIE Unit Trust	Connie's Childcare Centre (Mt Druitt)	ABN 29 946 875 214	2 September 2025
488.	The Trustee for The Bacon Services Trust	Edward Street Early Learning Centre	ABN 79 587 268 998	2 September 2025
489.	The Trustee for Rt Partner Trust & The Trustee for Rt Partner 6 Trust	My Stepping Stones Elc Partnership	ABN 93 849 351 744	2 September 2025
490.	Airport West Child Care Centre Co-Operative Ltd	Airport West Early Learning Cooperative	ABN 15 305 627 143	2 September 2025
491.	Najjam Pty Ltd	Garderie Early Learning Centre	ABN 41 650 550 208	2 September 2025
492.	Murray Bridge Child Care Centre Inc	Murray Bridge Community Children’s Centre	ABN 82 223 240 669	2 September 2025

493.	Oz Education Footscray Pty Ltd	Oz Education Footscray	ABN 74 677 301 870	2 September 2025
494.	The Grey Ward Childrens Centre	The Grey Ward Childrens Centre Incorporated	ABN 66 649 233 908	2 September 2025
495.	Kang, Tae Sook	Fairytales Preschool and Long Day Care Centre	ABN 36 904 892 993	30 September 2025
496.	Surrey Hills Baptist Children's Centre Inc	Surrey Hills Baptist Children's Centre	ABN 66 821 981 280	30 September 2025
497.	Aspire Early Education & Kindergarten Clydevale, Clyde North Pty Ltd	Aspire Early Education & Kindergarten Clydevale, Clyde	ABN 97 671 557 949	30 September 2025
498.	Aspire Early Education & Kindergarten Arramont, Wollert Pty Ltd	Aspire Early Education & Kindergarten Arramont, Wollert	ABN 99 671 557 958	30 September 2025
499.	Aspire Early Education & Kindergarten Smiths Lane, Clyde North Pty Ltd	Aspire Early Education & Kindergarten Smiths Lane, Clyde North	ABN 93 673 733 527	30 September 2025
500.	Step Above Education Pty Ltd	Eagleby Central Childcare Rochedale Central Childcare	ACN 686 103 159	30 September 2025
501.	Williams International College Pty Ltd	Magic Minds Early Learning Centre	ABN 46 660 844 164	30 September 2025
502.	Endeavour Early Education Kariong Pty Limited	Endeavour Early Education Kariong	ABN 81 620 993 179 CAN 620 993 179	30 September 2025
503.	The trustee for Mexon Family Trust	Kinder Lane Early Learning Centre	ABN 88 311 702 514	30 September 2025
504.	Abu Seefin Operating Pty Limited	Endeavour Early Education Concord	ABN 74 618 007 855	30 September 2025

505.	The Trustee for JAKE Child Care Services Trust	Katie's Kindergarten & Early Learning Centre	ABN 37 268 354 967	30 September 2025
506.	Erlibyrds Pty Ltd	Erlibyrds	ACN 631 144 182 ABN 32 631 144 182	30 September 2025
507.	The trustee for Kriscon Family Trust	Cloverdale Early Education and Care	ABN 39 882 183 485	30 September 2025
508.	Sella Childcare Centre Pty Ltd	Sella Childcare Centre	ACN 153 878 687 ABN 61 153 878 687	30 September 2025
509.	Worden Family Trust	Tea Tree Gully Childcare Centre	ABN 69 917 393 094	28 October 2025
510.	St Paul's Children Centre Inc	St Paul's Children Centre	ABN 38 587 617 153	28 October 2025
511.	MEL JV Trading Hawthorn East Pty Ltd	Maples Early Learning – Hawthorn East	ABN 54 682 889 630 ACN 682 889 630	28 October 2025
512.	Joey's Pouch Early Years Educational and Preschool Centre Inc		ABN 95 658 150 146	28 October 2025
513.	Hastings Pre School and Long Day Care Centre Inc	Hastings Preschool and Long Day Care Centre	ABN 49 280 641 550	28 October 2025
514.	The Trustee for Lead Early Learning Centres Trust	Lead Early Learning Centre St Ives	ABN 23 624 705 419	28 October 2025
515.	Cobar Developments Pty Ltd	Collaroy Plateau Preschool Stellar Start	ABN 96 615 732 664 ACN 615 732 664	28 October 2025
516.	Wee Watch Pty Ltd	Rosebery Cottage	ABN 95 069 973 306	28 October 2025

517.	The Trustee for AOE HS Trust	Alpha Omega Early Education	ABN 44 663 147 584	21 November 2025
518.	Step Ahead Child Care Centre Pty Ltd	Step Ahead Child Care Centre	ABN 33 106 691 936	19 December 2025
		Step Ahead Two Child Care Centre		
		Step Ahead 3 Child Care Centre		
519.	Aspire Early Education and Kindergarten Lucas Pty Ltd	Aspire Early Education and Kindergarten Lucas, Ballarat	ABN 53 668 623 452	19 December 2025
520.	Aspire Early Learning & Kindergarten Tarneit Place Pty Ltd	Aspire Early Education & Kindergarten Tarneit Place	ABN 61 680 535 326	19 December 2025
521.	Aspire Early Education & Kindergarten Riverfield, Clyde North Pty Ltd	Aspire Early Education and Kindergarten Riverfield	ABN 29 673 733 698	19 December 2025
522.	Aspire Early Education & Kindergarten Everley, Sunbury Pty Ltd	Aspire Early Education & Kindergarten Everley Sunbury	ABN 18 671 557 930	19 December 2025

Schedule 2.2—Model flexibility term

(regulation 2.08)

Model flexibility term

(1) An employer and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
  (a) the agreement deals with 1 or more of the following matters:
    (i) arrangements about when work is performed;
    (ii) overtime rates;
    (iii) penalty rates;
    (iv) allowances;
    (v) leave loading; and
  (b) the arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in paragraph (a); and
  (c) the arrangement is genuinely agreed to by the employer and employee.

(2) The employer must ensure that the terms of the individual flexibility arrangement:
  (a) are about permitted matters under section 172 of the *Fair Work Act 2009*; and
  (b) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
  (c) result in the employee being better off overall than the employee would be if no arrangement was made.

(3) The employer must ensure that the individual flexibility arrangement:
  (a) is in writing; and
  (b) includes the name of the employer and employee; and
  (c) is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
  (d) includes details of:
    (i) the terms of the enterprise agreement that will be varied by the arrangement; and
    (ii) how the arrangement will vary the effect of the terms; and
    (iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
  (e) states the day on which the arrangement commences.

(4) The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

(5) The employer or employee may terminate the individual flexibility arrangement:
  (a) by giving no more than 28 days written notice to the other party to the arrangement; or
  (b) if the employer and employee agree in writing—at any time.

The Employers to the Early Childhood Education and Care Multi-Employer Agreement 2024-2026 ('the Agreement') provide the following undertakings:

1. That the rate of pay under clause G.4.2 will be $106, in lieu of $102.

2. That annual leave cashed out in accordance with clause 15.6 of this Agreement will not result in the employee's remaining accrued entitlement to paid annual leave being less than 4 weeks.

I am authorised to sign this undertaking on behalf of the Employers listed at 1 to 37 of Part G of the Agreement as their Bargaining Representative.



Signature

Nigel Ward

Full Name

Australian Business Lawyers & Advisors, CEO + Director Appointed Bargaining Representative for the Employers listed at 1 to 37 of Part G of the Agreement being duly authorized to give this undertaking on their behalf

Title/Authority to Sign

8 Chifley Square, Sydney NSW 2000

Address (including State and Postcode)

DATE: 10/12/24

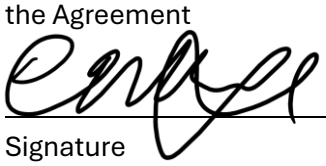
The Employers to the Early Childhood Education and Care Multi-Employer Agreement 2024-2026 ('the Agreement') provide the following undertakings:

1. That the rate of pay under clause G.4.2 will be $106, in lieu of $102.

2. That annual leave cashed out in accordance with clause 15.6 of this Agreement will not result in the employee's remaining accrued entitlement to paid annual leave being less than 4 weeks.

Community Early Learning Australia

I am authorised to sign this undertaking on behalf of the Employers listed at 46 to 59 of Part G of the Agreement



Signature

Michele Carnegie

Full Name

CEO – CELA Employer Bargaining Representative

Title/Authority to Sign

Level 31 200 George Street SYDNEY 2000

Address (including State and Postcode)

Community Child Care Associate Inc

I am authorised to sign this undertaking on behalf of the Employers listed at 38 to 45 of Part G of the Agreement



Signature

Julie Price

Full Name

Executive Director CCC – Employer Bargaining Representative

Title/Authority to Sign

Suite 2, 306-308 Bell Street Preston VIC 3072

Address (including State and Postcode)

The Employers to the Early Childhood Education and Care Multi-Employer Agreement 2024-2026 ('the Agreement') provide the following undertakings:

1. That the rate of pay under clause G.4.2 will be $106, in lieu of $102.

2. That annual leave cashed out in accordance with clause 15.6 of this Agreement will not result in the employee's remaining accrued entitlement to paid annual leave being less than 4 weeks.

G8 Education

I am authorised to sign this undertaking on behalf the Employer, G8 Education

Signature

Rachel Jane Bennett

Full Name

Head of People Services

Title/Authority to Sign

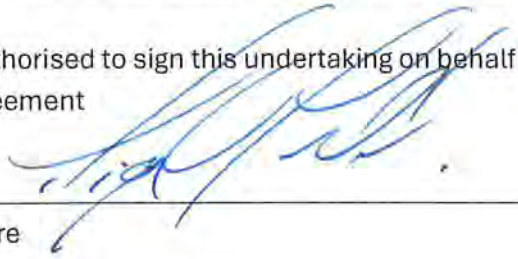
157 Varsity Parade, Varsity Lakes, QLD 4227

Address (including State and Postcode)

The Employers listed at 1 to 37 of Part G of the Early Childhood Education and Care Multi-Employer Agreement 2024-2026 ('the Agreement') provide the following undertaking:

1. Each Employer will apply for the Early Childhood Education and Care (ECEC) Worker Retention Payment Grant in accordance with the Early Childhood Education and Care Worker Retention Payment Grant Opportunity Guidelines released on 1 October 2024 (updated 22 November 2024) by no later than 1 January 2025.

I am authorised to sign this undertaking on behalf of the Employers listed at 1 to 37 of Part G of the Agreement



Signature

Nigel Ward

Full Name

Australian Business Lawyers & Advisors, CEO + Director appointed Bargaining Representative for the Employers listed at 1 to 37 of Part G of the Agreement being duly authorized to give this undertaking on their behalf

Title/Authority to Sign

8 Chifley Square, Sydney NSW 2000

Address (including State and Postcode)

DATE: 10 December 2024

The Employers represented by Community Child Care Association Inc and Community Early Learning Australia numbered from 38 -59 in Part G of the Early Childhood Education and Care Multi-Employer Agreement 2024-2026, ('the Agreement') provide the following undertakings:

1. That all employers (Excluding employer 39 Derby Street Children's Centre Inc) listed in part G as named above have made or will make appropriate application to the Commonwealth for the funding of the Early Childhood Education and Care Worker Retention Payment Grant (the Grant) by 1 January 2025.

2. Derby Street Children's Centre Inc (employer 39 in part G) shall make appropriate application as soon as possible, and confirms employees covered by the Early Childhood Education and Care Multi-Employer Agreement 2024-2026 currently receive existing rates of pay that are substantially above both the Children's Services Award 2010 and the Educational Services (teachers) award 2020.

3. That any payment received by the employers described above ensures funding secured by the Grant be paid to employees covered by the Agreement with an effective start date of 2 December 2024.

Community Child Care Association Inc (on behalf of employers 38-45)

I am authorised to sign this undertaking on behalf the Employers 38-45 in Part G of the Early Childhood Education and Care Multi-Employer Agreement 2024-2026, ('the Agreement')



Signature

Julie Price

Full Name

Executive Director CCC – Employer bargaining representative

Title/Authority to Sign

Suite 2/ 306-308 Bell Street Preston VIC 3072

Address (including State and Postcode)

Community Early Learning Australia (on behalf of employers 46-59)

I am authorised to sign this undertaking on behalf the Employers 46-59 in Part G of the Early Childhood Education and Care Multi-Employer Agreement 2024-2026, ('the Agreement')



Signature

Michele Carnegie

Full Name

CEO CELA – Employer bargaining representative

Title/Authority to Sign

Level 31 300 George St SYDNEY 2000

Address (including State and Postcode)

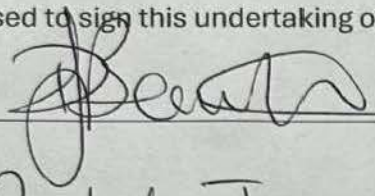
The Employers to the Early Childhood Education and Care Multi-Employer Agreement 2024-2026 ('the Agreement') provide the following undertakings:

1. That the employing entity of G8 Education Ltd make appropriate application to the Commonwealth for the funding of the Early Childhood Education and Care Worker Retention Payment Grant (the Grant) by 1 January 2025.

2. That any payment received by the employing entity of G8 Education Ltd ensures funding secured by the Grant be paid to employees covered by the Agreement with an effective start date of 2 December 2024.

G8 Education

I am authorised to sign this undertaking on behalf the Employer, G8 Education



Signature

Rachel Jane Bennett

Full Name

Head of People Services

Title/Authority to Sign

157 Varsity Parade, Varsity Lakes, QLD 4227

Address (including State and Postcode)