



Fair Work  
Commission

AM2023/21 – Modern Awards Review 2023  
Making Awards Easier to Use stream  
Social, Community, Home Care and Disability Services Industry Award

## **SUMMARY OF SUBMISSIONS - common issues**

This submission summary document has been prepared by staff of the Fair Work Commission to assist with the Making Awards Easier to Use stream of the Modern Awards Review 2023-24.

Parties have been invited to advance any proposals to make modern awards easier to use while not reducing entitlements for award-covered employees.

This document been prepared to assist parties in consultation 4 dealing with the Social, Community, Home Care and Disability Services Industry Award 2010.

The summary document does not represent the concluded view of the Commission on any issue.



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## Glossary

ABI/BNSW	Australian Business Industrial (ABI) and Business NSW
ACCI	Australian Chamber of Commerce and Industry
ACTU	Australian Council of Trade Unions
AHA	Australian Hotels Association
Ai Group	Australian Industry Group
ARA	Australian Retailers Association
ASU	Australian Services Union
AWCC	Australian Workforce Compliance Council
BCA	Business Council of Australia
CCIWA	Chamber of Commerce and Industry WA
HSU	Health Services Union
MGA	Master Grocers Australia
NECA	National Electrical and Communications Association
NRA	National Retail Association
RAFFWU	Retail and Fast Food Workers Union
SDA	Shop, Distributive and Allied Employees' Association
UWU	United Workers Union

## Submissions in reply key

Proposal is agreed

Proposal is  
somewhat agreed

Proposal is opposed

## Social, Community, Home Care and Disability Services Industry Award 2010

Party	CLAUSE	REF	THEIR REF	Issue	Proposal	Submission in reply
AWCC	1	1.	8.2(a)(i) p82	<b>Clause 1 - Operation - AWCC</b> The title is clear but could be more inclusive.	<b>Proposal Summary:</b> Use language that reflects the diverse nature of the industry, ensuring it encompasses all sectors within its scope.	<b>ACTU oppose</b> – doesn't comply with directions (p13) <b>HSU oppose</b> – no specific proposal (p4)
AWCC	2	2.	8.2(a)(ii) p82	<b>Clause 2 - Transitional arrangements - AWCC</b> Transitional arrangements are comprehensive but may benefit from simplification for readability.	<b>Proposal Summary:</b> Simplify the language to enhance readability for both employers and employees.	<b>ACTU oppose</b> – doesn't comply with directions (p14) <b>HSU oppose</b> – no specific proposal (p4)
Ai Group	3	3.	15.A p148	<b>Clause 3 - Definitions – Ai Group</b> Ai Group raises an ASU submission in the work value case, regarding the current definitions within the SCHADS Award which may not clearly distinguish between employees in the 'Home Care Sector' and those in the 'Social and Community Services Sector', particularly regarding workers providing disability support services.	<b>Proposal Summary:</b> While Ai Group contests the ASU's assertion that all employees providing disability services are necessarily engaged in the social and community services sector, it acknowledges the need for clarity within the SCHADS Award. Given the ASU's intention to file a separate application to address this issue, it is suggested that detailed discussions and potential consensus on clarifying the award's coverage be pursued during the conferencing process of the Review.	<b>ABI/BNSW oppose</b> – outside scope (para 9.17, p48) <b>ACTU oppose</b> – doesn't comply with directions (p14) <b>ASU oppose</b> – no specific proposal (para 22, p7)
AWCC	3	4.	8.2(a)(iii) p83	<b>Clause 3 - Casual employee definition - AWCC</b> Casual employee definition is not clear.	<b>Proposal Summary:</b> Provide additional clarification or examples to avoid potential disputes over the classification of employees.	<b>ACTU oppose</b> – doesn't comply with directions (p14) <b>HSU oppose</b> – no specific proposal (p4)
AWCC		5.	8.2(a) (xix) p93	<b>Clause 3 - Definition of 'social and community services sector' - AWCC</b> Consider further clarification or examples for clear understanding.	<b>Proposal Summary:</b> Provide additional examples or clarification.	<b>ACTU oppose</b> – doesn't comply with directions (p14) <b>HSU oppose</b> – no specific proposal (p4)
AWCC	4.8	6.	8.2(a)(xx) p93	<b>Clause 4.8 - Coverage - AWCC</b> Language could be simplified.	<b>Proposal Summary:</b> Simplify language for easier comprehension.	<b>ACTU oppose</b> – doesn't comply with directions (p14) <b>HSU oppose</b> – no specific proposal (p4)
AWCC	5	7.	8.2(a) (xxi) p93	<b>Clause 5 - Access to the award and the NES - AWCC</b> Requirement for employers to make the award and NES available could be communicated more clearly.	<b>Proposal Summary:</b> Communicate requirements more clearly, possibly with specific guidelines.	<b>ACTU oppose</b> – doesn't comply with directions (p14) <b>HSU oppose</b> – no specific proposal (p4)

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Party	CLAUSE	REF	THEIR REF	Issue	Proposal	Submission in reply
AWCC	6	8.	8.2(a)(xxii) p93	<b>Clause 6 - Integration of NES and award - AWCC</b> Consider providing examples or specific guidance on how NES and the award interact.	<b>Proposal Summary:</b> Provide examples or guidance for a better understanding of the interaction.	<b>ACTU oppose</b> – doesn't comply with directions (p14) <b>HSU oppose</b> – no specific proposal (p4)
AWCC	7.1	9.	8.2(a)(v) p83	<b>Clause 7.1 - Individual flexibility arrangements - AWCC</b> Language could be simplified.	<b>Proposal Summary:</b> Simplify language for better understanding.	<b>ACTU oppose</b> – doesn't comply with directions (p14) <b>HSU oppose</b> – no specific proposal (p4)
AWCC	7.3	10.	8.2(a)(vi) p83	<b>Clause 7.3 - Flexible working agreement - AWCC</b> This clause will force a change in employment terms post commencement and can require manual intervention to process the change - particularly if the change date is not aligned to a pay period.	<b>Proposal Summary:</b> Deleting Clause 7.3 would allow employees to negotiate flexibility before they choose to accept a role.	<b>ACTU oppose</b> - reduction in entitlements (p14) <b>HSU oppose</b> - removes an important safeguard, having regard to the particularly unequal bargaining position of a prospective employee as compared to a prospective employer (p4)
AWCC	7.4	11.	8.2(a)(vii) p83	<b>Clause 7.4 - Individual flexibility arrangements - AWCC</b> Process outlined, but guidance on clear communication, especially regarding language barriers, could be beneficial.	<b>Proposal Summary:</b> Provide additional guidance on facilitating clear communication.	<b>ACTU oppose</b> – doesn't comply with directions (p14) <b>Ai Group</b> - would support changes that enable an IFA to be agreed before employment commences (para 207, p.38) <b>ASU oppose</b> – outside scope (para 27, p8) <b>HSU oppose</b> – no specific proposal (p4)
AWCC	7.6	12.	8.2(a)(iv) p83	<b>Clause 7.6 - Application and Operation - AWCC</b> Detailed but could be simplified for better understanding.	<b>Proposal Summary:</b> Simplify requirements and include examples or templates for assistance.	<b>ACTU oppose</b> – doesn't comply with directions (p14) <b>HSU oppose</b> – no specific proposal (p4)
AWCC	8.1	13.	8.2(a)(xxiii) p93	<b>Clause 8.1 - Consultation about major workplace change - AWCC</b> Language is comprehensive, but potential improvement in clarity.	<b>Proposal Summary:</b> Simplify the wording without losing legal precision.	<b>ACTU oppose</b> – doesn't comply with directions (p14) <b>HSU oppose</b> – no specific proposal (p4)

## Social, Community, Home Care and Disability Services Industry Award 2010

Party	CLAUSE	REF	THEIR REF	Issue	Proposal	Submission in reply
AWCC	10.2	14.	8.2(a)(viii) p84	<b>Clause 10.2 - Full time employment - AWCC</b> Over what total period is Average of 38 hours per week calculated? Is this to be read in conjunction with clause 25.1 or in isolation?	<b>Proposal Summary:</b> Provide clearer wording as follows:  <b>10.2 Full-time employment</b> <i>A full-time employee is one who is engaged to work 38 hours per week or an average of 38 hours per week in accordance with the patterns outlined in clause 25.1.</i>	ASU – agree to discuss (para 43, p10) HSU – agree to discuss (p6)
AWCC	10.3(a)	15.	8.2(a)(ix) p84	<b>Clause 10.3(a) - Part-time - AWCC</b> Over what total period is Average of 38 hours per week calculated? Is this to be read in conjunction with clause 25.1 or in isolation?	<b>Proposal Summary:</b> Provide clearer wording as follows:  <b>10.3 Part-time employment (a)</b> <i>A part-time employee is one who is engaged to work less than 38 hours per week or an average of less than 38 hours per week, in accordance with the patterns outlined in clause 25.1, and who has reasonably predictable hours of work.</i>	ASU – agree to discuss (para 43, p10) HSU – agree to discuss (p6)
CCIWA	10.3(c)(ii) and 10.3(f)	16.	27-30 P5-6	<b>Clause 10.3(c)(ii) and 10.3(f) - Part-time additional hours - CCIWA</b> Restrictions on part-time hours limit flexibility, potentially causing service cancellations.	<b>Proposal Summary:</b> Allow part-time employees to work additional hours as needed. <b>10.3 Part-time employment</b> (c) <i>Before commencing employment, the employer and employee will agree in writing on:</i> (ii) <i>the days of the week the employee will work and the starting and finishing times each day.</i> (f) <i>An employee may agree to work hours that are additional to their guaranteed hours.</i>  <b>ABI/BNSW alternative proposal:</b> <i>(f) An employer must not require a part-time employee to work additional hours in excess of their guaranteed hours. However, An employee may agree to work hours that are additional to their guaranteed hours.</i>	ABI/BNSW oppose- alternative proposal (para 9.21, p48) ACTU oppose – reduction in entitlements (p13) Ai Group agrees the part-time employment provisions are unduly inflexible, but the proposal does not appear to result in a material change (para 185, p35) ASU oppose – reduction in entitlements (para 38, p9) HSU – oppose – reduction in entitlements (p4)
AWCC	10.5(a) and (b)	17.	8.2(a)(x) 8.2(a)(xi) p85-86	<b>Clause 10.5(a) and (b) - Minimum payments for part-time and casual employees - AWCC</b> This requires employers to assess whether an SCE is undertaking DS work, requiring manual determination, outside of payroll. Also, it is unclear that a breach of this clause has a financial consequence.	<b>Proposal Summary:</b> Provide clearer wording as follows, which will, result in a change in wage treatment for some employees – so is not an employer-cost neutral recommendation.  <b>10.5 Minimum payments for part-time and casual employees</b> <i>Part-time and casual employees must will be paid for following minimum number of hours, at the appropriate rate, for each shift or period of work in a broken shift:</i> (a) <i>social and community services employees (except when undertaking disability services work)- 3 hours;</i> (b) <i>all other employees—2 hours.</i>	Ai Group strongly opposes - because it increases the minimum engagement for employees undertaking disability services work (para 211, p38) ASU – agree to discuss (para 43, p10) HSU – agree to discuss (p6)
ASU	15	18.	5-12 p1-2		<b>Proposal Summary:</b> Repositioning the tables in Notes 1 and 2 to the beginning of Clause 15 to make ERO rates more visible and directly associated with the relevant pay rates.	ABI/BNSW not opposed - (para 9.2, p44)



## Social, Community, Home Care and Disability Services Industry Award 2010

Party	CLAUSE	REF	THEIR REF	Issue	Proposal	Submission in reply
				<p><b>Clause 15 - Rates of pay presentation with ERO - ASU</b> The submission highlights confusion around the presentation of Award and Equal Remuneration Order (ERO) rates of pay. It notes that the current placement of important notes related to the ERO rates is not prominently displayed, leading to misinterpretations and underpayments.</p>	<p>Amending clauses to directly reference the ERO rates, aiming to streamline the process of determining the correct pay rate.</p> <p><a href="#">Draft determination provided.</a></p>	<p><b>Ai Group does not oppose</b> - however, it has concerns about the ASU's proposal (para/s 175-176, p34)</p> <p><b>Queensland Law Society does not oppose</b> - supports moving Note 1 to be beginning of clause 15.2. It also submits that clauses 15.2-15.8 should be varied to show the final ERO rates (p1-2)</p>
Ai Group	18 NEW (Common)	19.	15.B p149-56	<p><b>New clause 18 - Annualised Wage Arrangements - Ai Group</b> The proposal aims to introduce a new clause for annualised wage arrangements within the SCHADS Award. This clause would allow employers to pay certain employees an annualised wage that covers various monetary entitlements under the award, providing an alternative to calculating these entitlements separately.</p>	<p><b>Proposal Summary:</b> The proposed clause 18 would apply to full-time or part-time employees in specified classifications, enabling their compensation through an annualised wage that satisfies multiple award provisions. It outlines requirements for employers regarding notification, record-keeping, calculation methods, and reconciliation processes to ensure employees are not disadvantaged.</p> <p><b>Proposed Wording:</b> Same as common proposal</p>	<p><b>ACTU oppose</b> – reduction in entitlement (p11)</p> <p><b>HSU oppose</b> – reduction in entitlement (p3)</p>
AWCC	20.2(b)	20.	8.2(a)(xii) p87	<p><b>Clause 20.2(b) - Clothing and equipment - AWCC</b> This clause uses unrelated terms of measurement (shift and week). Suggest the Award uses days and weeks. Also, week is not defined. Does a week run from Monday to Sunday, or is a week aligned to the employer's pay period or some other set period? Same comments for laundry allowance.</p>	<p><b>Proposal Summary:</b> Provide clearer wording as follows:</p> <p><i>20.2 (b) Clothing and equipment Instead of the provision of such uniforms, the employer may, by agreement with the employee, pay such employee a uniform allowance at the rate of \$1.23 per shift day worked or part thereof on duty, or \$6.24 per week whichever is the lesser amount. Where such employee's uniforms are not laundered by or at the expense of the employer, the employee will be paid a laundry allowance of \$0.32 per shift day worked or part thereof on duty or \$1.49 per week, whichever is the lesser amount.</i></p>	<p><b>ACTU oppose</b> – reduction in entitlement (p14)</p> <p><b>Ai Group oppose</b> (para/s 213-214, p39) – proposal changes entitlement</p> <p><b>ASU oppose</b> – reduction in entitlement (para 26, p8)</p> <p><b>HSU oppose</b> - reduces entitlement where employees undertakes more than 1 shift per day (p4)</p>



## Social, Community, Home Care and Disability Services Industry Award 2010

Party	CLAUSE	REF	THEIR REF	Issue	Proposal	Submission in reply
AWCC	20.5(c)	21.	8.2(a) (xiii) p87	<b>Clause 20.5 - Meal allowance - AWCC</b> The inclusion of clause (c) is difficult to administer and monitor, as it creates variability within workforces that are not centrally controlled.	<b>Proposal Summary:</b> Delete clause 20.5(c).	<p><b>ACTU oppose</b> – reduction in entitlement (p14)</p> <p><b>Ai Group supports</b> (para 216, p39)</p> <p><b>ASU oppose</b> – reduction in entitlement (para 28, p8)</p> <p><b>HSU oppose</b> – reduces entitlement (p4)</p>
AWCC	20.6(a)	22.	8.2(a) (xiv) p88	<b>Clause 20.6(a) - First aid allowance - AWCC</b> If applying a percentage against a standard rate, it is easier to implement within employment technology with a set \$ rate. (ii) - this requires manual intervention to update each week whether an employee is required to perform first aid in their workplace. Suggestion is to provide the allowance to any employee required to be in a position to provide first aid, not that they actually perform first aid.	<b>Proposal Summary:</b> Provide clearer wording as follows:  <b>20.6 (a) First aid allowance—full-time employees</b> A weekly first aid allowance of <del>1.67% of the standard rate per week</del> <b>\$19.05</b> will be paid to a full-time employee where: (i) an employee is required by the employer to hold a current first aid certificate; and (ii) an employee, <del>other than a home care employee,</del> is required by their employer to perform be responsible for the provision of first aid at their workplace. <del>or</del> (iii) <del>a home care employee is required by the employer to be, in a given week, responsible for the provision of first aid to employees employed by the employer.</del>	<p><b>Ai Group oppose</b> (para/s 218–221, p39) because it expands the circumstances the allowance would be paid and removes the formula linking it to the “standard rate”</p> <p><b>ASU agree to discuss</b> (para 43, p11)</p> <p><b>HSU – agree to discuss</b> (p6)</p>
AWCC	20.12(a) and (b)	23.	8.2(a) (xv) p89	<b>Clause 20.12 (a) and (b) - Broken shift allowance - AWCC</b> Difficult for technology to record ‘agreement’. What constitutes agreement? What if agreement is not received from employee, or they state later they did not agree? What is the penalty if agreement was not received?	<b>Proposal Summary:</b> Reword to make allowance an automatic entitlement for the employee which can be easily coded for Employment Technology Providers as follows:  <b>20.12 Broken shift allowance</b> (a) An employee who works a broken shift with 1 unpaid break in accordance with clause 25.6(a) will be paid an allowance of <b>1.7%</b> (\$19.39) of the standard rate, per broken shift. (b) An employee who <del>agrees to work</del> works a broken shift with 2 unpaid breaks in accordance with clause 25.6(b) will be paid an allowance of <b>2.25%</b> (\$25.67) of the standard rate, per broken shift.	<p><b>Ai Group not opposed</b> - (para 223, p40) is not opposed variations that enable performing work on a broken shift with two unpaid breaks without needing to reach agreement with the employee</p> <p><b>ASU – agree to discuss</b> (para 43, p11)</p> <p><b>HSU – agree to discuss</b> (p6)</p>
AWCC	25.1	24.	8.2(a) (xvi) p90	<b>Clause 25.1 - Ordinary hours of work - AWCC</b> Difficult for technology to record ‘agreement’. What constitutes agreement? What if agreement is not received from employee, or they state later they did not	<b>Proposal Summary:</b> Reword to make an easier entitlement to code for Employment Technology Providers as follows:  <b>25.1 Ordinary hours of work</b> (a) The ordinary hours of work will be 38 hours per week or an average of 38 hours per week and will be worked either: (i) in a week of five days in week not exceeding eight hours each; (ii) in a fortnight of 76 hours in up to 10 shifts <del>not exceeding eight hours each;</del> or	<p><b>ACTU oppose</b> – reduction in entitlement (p14)</p> <p><b>Ai Group oppose</b> – existing clause is clear (para 209, p38)</p> <p><b>ASU oppose</b> – reduction in entitlement (para 29, p8)</p> <p><b>HSU oppose</b> - reduced entitlement (p4)</p>

## Social, Community, Home Care and Disability Services Industry Award 2010

Party	CLAUSE	REF	THEIR REF	Issue	Proposal	Submission in reply
				agree? What is the penalty if agreement was not received?	(iii) in a four week period of 152 hours to be worked as up to 19 shifts <del>of eight hours each</del> , subject to practicality. (b) <del>By agreement,</del> the The ordinary hours in clause 25.1(a) may be <del>worked up to between 8 and 10 hours per shift.</del>	<b>Ai Group</b> is not opposed to greater flexibility in arranging ordinary hours. It notes that “between” in proposed 25.1(b) would mean 10-hour shifts are not permitted (para 225, p40)
AWCC	25.3	25.	8.2(a) (xvii) p91	<b>Clause 25.3 - Rostered days off - AWCC</b> This clause has proven to be open to interpretation. What constitutes a ‘full day’ when considering rostered days off. Is it a 24 hour period of time, or does a day restart at midnight?	<b>Proposal Summary:</b> Reword as follows:  <b>25.3 Rostered days off</b> <i>Employees, other than a casual employee, will be free from duty for not less than two full days in each week or four full days in each fortnight or eight full days in each 28 day cycle. Where practicable, days off will be consecutive.</i> <i>Rostered day off definition. A rostered day off is considered to be the current standard working day of the employee for the purposes of calculating other entitlements, including full time, part time and casual. If the employee has a roster system which varies in shift length (ie, casual who may have as few as 3 hours or as many as 8), the longest shift is to apply for the purposes of calculation.</i> <b>Penalty clause:</b> A penalty is to be applied if days off are not rostered. The penalty is to be calculated at a rate of one additional day off (or payment in lieu of one day off) for each Rostered day off not taken.	<b>Ai Group oppose</b> (para/s 228–229, p40)  <b>ASU oppose</b> – reduction in entitlement (para 30, p8)  <b>HSU oppose</b> – proposal is unclear and does not appear to make Award easier to use (p5)
AWCC	25.4	26.	8.4 p96	<b>Clause 25.4 - Rest breaks between rostered work - AWCC</b> Need for clearer language for rostering of employees around sleepover shifts, distinguishing between Home care and Social and Community streams, and the compensation for these shifts. Employers require explicit guidance on whether a four-hour minimum shift is needed before or after sleepovers, clear definitions for different award streams to ensure proper payment practices, simplified language for clauses on rest breaks, and specific compensation rates for sleepover-related work.	<b>Proposal Summary:</b> The proposed solution suggests revising clauses for clarity on minimum work hours, defining award streams distinctly, simplifying language for rest break clauses, and clarifying compensation rates for shifts connected to sleepovers  <b>25.4 Rest breaks between rostered work</b> [25.4 substituted by PR531544 ppc 21Nov12] (a) An employee <del>will be allowed</del> <b>must have</b> a break of <del>not less than</del> <b>at least</b> 10 hours between the <del>conclusion end of</del> one shift or period of work and the commencement of another; (b) Notwithstanding the provisions of subclause (a), <del>by</del> <b>upon mutual</b> agreement between the employee and the employer, the break between: (i) <del>the interval between the conclusion of a shift and the initiation of a shift directly preceding end of a shift and the commencement of a shift contiguous with the start of a sleepover;</del> or (ii) <del>the time between a shift commencing subsequent after the end of to a shift directly following contiguous with a sleepover may shall</del> not be less than eight hours.	<b>ACTU oppose</b> – reduction in entitlement (p13, 15) <b>ASU oppose</b> – greater ambiguity (para 34, p9)  <b>HSU opposes</b> –not clearer than before (p4)
CCIWA		27.	34-37 p7		<b>Proposal Summary:</b> Reduce mandatory break between shifts to 8 hours.  <b>25.4 Rest breaks between rostered work</b>	<b>ABI/BNSW supports</b> (para 9.10, p46)  <b>ACTU oppose</b> – reduction in entitlement (p13, 15)  <b>Ai Group supports</b> (para 191, p.36)

## Social, Community, Home Care and Disability Services Industry Award 2010

Party	CLAUSE	REF	THEIR REF	Issue	Proposal	Submission in reply
				<p><b>Clause 25.4 - Rest breaks between rostered work - CCIWA</b> The 10-hour break rule restricts additional work allocation, impacting financial flexibility.</p>	<p>(a) An employee will be allowed a break of not less than 8 hours between the end of one shift or period of work and the start of another. (b) Remove part (b)</p> <p>Additionally, clause 31.5(h) should be removed to enable employees to cash out any amount of annual leave providing they retain a 4-week accrual.</p>	<p><b>ASU oppose</b> – reduction in entitlement (para 34, p9) <b>AWCC oppose</b> (para 7.1, p22) <b>HSU opposes</b> – outside scope/reduction in entitlements (p4)</p>
AWCC	25.5(d)	28.	8.2(a) (xviii) p92	<p><b>Clause 25.5(d) - Change to rosters - AWCC</b> The penalty for lack of notice is not provided</p>	<p><b>Proposal Summary:</b> Reword as follows:</p> <p><b>(d) Change in roster</b> (i) Seven days' notice will be given of a change in a roster. (ii) Subject to clause (iii) below, where an employee is not provided seven days' notice, the employee can refuse to work the additional hours requested. (iii) However, a roster may be changed at any time: <b>(A)</b> if the change is proposed by an employee to accommodate an agreed shift swap with another employee, subject to the agreement of the employer; or <b>(B)</b> to enable the service of the organisation to be carried on where another employee is absent from duty on account of illness, or in an emergency. (iv) This clause will not apply where the only change to the roster of a part-time employee is the mutually agreed addition of extra hours to be worked such that the part-time employee still has four rostered days off in that fortnight or eight rostered days off in a 28 day roster cycle, as the case may be. <del>(e) Where practicable, accrued days off (ADOs) will be displayed on the roster.</del></p>	<p><b>ASU oppose</b> – reduction in entitlement (para 31-32, p8) <b>Ai Group</b> supports removing paragraph 25.5(e), but the remaining changes are not necessary (para/s 231-232, p41) <b>AWCC supports</b> (para 7.2, p22) <b>HSU oppose</b> – unclear how proposed variation will assist in making award easier to use (p5)</p>
CCIWA	25.5(d)(i)	29.	31-33 p6	<p><b>Clause 25.5(d)(i) - Changes to rosters - CCIWA</b> Roster change notice requirements of 7 days conflict with consultation obligations.</p>	<p><b>Proposal Summary:</b> Standardise notice period, of 28 days' notice following consultation for a change in roster.</p> <p>Clause 25.5(d)(i) be substituted with the following:</p> <p><b>25.5 Rosters</b> (d) Change in roster ... (ii) Following consultation, 28 days' notice will be given of a change in a roster'</p>	<p><b>ABI/BNSW oppose</b> (para 9.12, p46-47) <b>Ai Group oppose</b> - opposes the proposed variation. It proposes a new cl.25.5(d)(ii)(C) to resolve some of CCIWA's concerns: “(C) to reflect an agreement reached between an employer and part-time employee pursuant to clause 10.3(e) or 10.3(g) (para 187-189, p35) <b>ASU</b> – agree to discuss (para 43, p11) and notes clause eliminates ability to swap shifts (para 39, p9) <b>HSU</b> – agree to discuss (p5)</p>
Ai Group	25.7 And others	30.	15.C p156-57	<p><b>Clause 25.7 and others - Work performed before and after a sleepover - AI Group</b> The submission addresses the ambiguity in the SCHADS Award regarding the arrangement of ordinary hours of work before and after a sleepover shift. The current wording in clause</p>	<p><b>Subject to application - <a href="#">AM2023/28</a></b></p> <p><b>Proposal Summary:</b> Ai Group has submitted an application AM2023/28 seeking to clarify the award's provisions related to sleepover shifts, specifically regarding the arrangement of work before and after such shifts. The aim is to resolve the ambiguity that currently exists, ensuring a clear understanding and application of the award conditions.</p>	<p><b>ABI/BNSW</b> current proceedings in AM2023/28- (para 9.7-9.9, p46) <b>ASU oppose</b> – already an application AM2023/28 (para 24, p7) <b>HSU opposes</b> - proposes to deal with in AM2023/28</p>



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				25.7(f) leaves unclear whether work immediately before and after a sleepover can be considered as separate shifts or must be treated as continuous work, leading to different interpretations.		
AWCC	25.7	31.	8.3 p94-95	<b>Clause 25.7 - Sleepovers - AWCC</b> Uncertainty over whether work around sleepovers is considered continuous, affecting financials and service delivery.	<b>Proposal Summary:</b> Reword the clause as follows: <b>25.7 Sleepovers</b> [25.7 substituted by <a href="#">PR531544</a> ppc 21Nov12] (a) A sleepover <del>means when</del> <i>refers to the situation where</i> an employer requires an employee to <i>sleep stay</i> overnight at premises where the client for whom the employee is responsible is located, (including respite care), and is not a 24-hour care shift pursuant to clause 25.8 or an excursion pursuant to clause 25.9. (b) The provisions of 25.5 apply for a sleepover. An employee may refuse <i>decline</i> a sleepover in the circumstances <del>contemplated</del> <i>as outlined</i> in 25.5(d)(i) but only with reasonable cause. [25.7(c) substituted by <a href="#">PR737905</a> ppc 01Jul22] (c) The <del>span</del> <i>duration of</i> for a sleepover <del>will be</del> <i>shall span</i> a continuous period of 8 hours. Employees will <i>must</i> be provided with a separate room <i>containing</i> with a bed and clean linen, <i>access to</i> the use of appropriate facilities (including access to food preparation facilities and staff facilities where these exist) and free board and lodging for each night when the employee sleeps over. (d) The <i>An employee on a sleepover shall</i> will be entitled to a sleepover allowance of 4.9% of the <i>standard rate</i> for each night <i>spent on duty</i> on which they sleep over. (e) In the event of the <i>If an employee on a sleepover being is</i> required to perform work during the sleepover period, the employee will be paid <i>compensated</i> for the time worked at the prescribed overtime rate with a minimum payment <i>equivalent to</i> as for one hour of worked. Where <i>If the duration of</i> such work exceeds one hour, payment will <i>shall</i> be made at the prescribed overtime rate for the <i>entire</i> duration of the work. (f) <i>In the event that</i> An employer <del>may roster</del> <i>schedules</i> an employee to perform work immediately before and/or immediately after the sleepover period, but <i>the employer must either roster the employee for a minimum of four hours' work for at least one of these periods immediately before or after the sleepover shift or pay the employee accordingly. Other periods of work may also be rostered before or after the sleepover with the minimum payment made accordingly. for at least four hours' work for at least one of these periods of work. The payment prescribed by in clause 25.7(d) will shall be in addition to the minimum payment prescribed by specified in this subclause.</i> (g) The dispute resolution procedure <i>outlined</i> in clause 9 of this Award <del>shall apply</del> <i>apply</i> to the <i>matters concerning</i> sleepover provisions.	<b>ACTU oppose</b> – outside scope (p15) <b>Ai Group</b> notes overlap with its application to vary the SCHCDS Award (AM2023/28) (para/s 236–237, p41) <b>ASU oppose</b> – already an application AM2023/28 (para 24, p7) <b>HSU opposes</b> - matter AM2023/28 (p5)
CCIWA	25.7	32.	12-21 p3-4	<b>Clause 25.7 - Sleepovers</b> Uncertainty over whether work around sleepovers is	<b>Proposal Summary:</b> Clarify that periods of work on either side of a sleepover are organised as separate shifts, and a sleepover constitutes a break between shifts.	<b>Ai Group</b> has the same concerns, which overlap with its application to vary the SCHCDS Award (AM2023/28) (para 180, p34)

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				considered continuous, affecting financials and service delivery.	Clause 25.4 should, therefore, be varied in such a way that the ambiguity and uncertainty is removed, and to make clear that: <ul style="list-style-type: none"> <li>Periods of work on either side of a sleepover may be organised by an employer such that they stand alone, as separate shifts, each constituting ordinary hours; and</li> <li>A sleepover constitutes a break between shifts, including for the purposes of clause 25.4(b) of the Award.</li> </ul>	
CCIWA	25.10(c)(i)(D)	33.	38-39 p7-8	<b>Clause 25.10(c)(i)(D) - Training - CCIWA</b> Minimum payment rule for remote training leads to unnecessary costs.	<b>Proposal Summary:</b> Pay for actual duration of remote training or meetings. <b>25.10 Remote work</b> <i>(c) Minimum payments for remote work</i> <i>(i) Where an employee performs remote work, they will be paid for the time spent performing remote work, with the following minimum payments applying:</i> <i>.... (D) where the remote work involves participating in staff meetings or staff training remotely – the duration of the activity will be paid.</i>  <b>Ai Group further proposal:</b> Insert new clause 25.10(c)(iv): “notwithstanding clause 25.10(c), where the remote work involves participating in staff meetings or staff training remotely, an employee is not entitled to any minimum payment.”	<b>ACTU oppose</b> – outside scope, possible reduction in entitlements (p13) <b>Ai Group supports</b> with an alternative proposal (see Proposal column) (para 15, p36) <b>ASU opposes</b> – reduction in entitlements (para 41, p 10) <b>HSU opposes</b> – reduction in entitlements (p4)
CCIWA	27.1	34.	22-26 p4-5	<b>Clause 27.1 - Meal Breaks - CCIWA</b> Single-staffed shifts pose challenges for meal breaks, leading to high costs or duty of care breaches.	<b>Proposal Summary:</b> Implement paid meal breaks under specific conditions without additional staffing. <b>27.1 Meal breaks</b> <i>(c) Where an employee is required by the employer to have a meal with a client or clients as part of the normal work routine or client program, or an employee is required by the employer to be present and awake overnight with a client or clients, and there is time to take a meal break, they will be paid for the duration of the meal period at the ordinary rate of pay, and clause 27.1(a) does not apply. This paid meal period is to be counted as time worked.</i>  <b>ABI/BNSW further proposal:</b> <i>(d) Where an employee is required by the employer to be present and awake overnight with a client or clients, and there is time to take a meal break, they will be paid for the duration of the meal period at the ordinary rate of pay, and clause 27.1(a) does not apply. This paid meal period is to be counted as time worked.”</i>	<b>ABI/BNSW do not oppose</b> – further proposal for (d) (para 9.13, p47) <b>ACTU oppose</b> – outside scope (p13) <b>ASU oppose</b> – reduced entitlement (para 37, p9) <b>Ai Group oppose</b> – change is not necessary (para 182, p34).  <b>HSU opposes</b> – reduction in entitlements and outside scope (p4)
Ai Group	27.2	35.	15.D p157-58	<b>Clause 27.2 - Tea breaks - Ai Group</b> The current provision under clause 27.2 of the SCHADS Award mandates a paid 10-minute tea break every four hours. Operational challenges may arise due to intensive client support needs, uninterrupted	<b>Proposal Summary:</b> Ai Group proposes the addition of a new subclause (c) to clause 27.2, allowing for greater flexibility in the scheduling of tea breaks. This change would permit tea breaks to be combined with each other or with meal breaks, based on mutual agreement between the employer and the employee. <b>Proposed Wording:</b> <i>(c) Notwithstanding anything in this clause, a tea break may be taken in conjunction with another tea break or a meal break to which the employee is entitled, at a time that is agreed between the employer and employee.</i>	<b>ABI/BNSW agree</b> (para 9.15, p47-48)  <b>ACTU oppose</b> – outside scope  <b>ASU opposes</b> (para 25, p7)

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				activities or appointments, unexpected staff absences, or the unique working conditions of employees in clients' homes.		HSU opposes (p4)
CCIWA	28.2	36.	40-41 p8	<b>Clause 28.2 - Time Off In Lieu -CCIWA</b> TOIL restrictions limit employee flexibility for future absences.	<b>Proposal Summary:</b> Extend TOIL usage period to 12 months with flexible agreement terms. Clauses 28.2(d)(i), 28.2(d)(ii) and 28.2(f) should be substituted with the following:  <b>28.2 Time off instead of payment for overtime</b> (d) Time off must be taken: (i) within the period of 12 months after the overtime is worked; and (ii) at a time or times within that period of 12 months agreed by the employee and employer.  ... (f) If time off for overtime that has been worked is not taken within the period of 12 months mentioned in paragraph (d), the employer must pay the employee for the overtime, in the next pay period following those 12 months, at the overtime rate applicable to the overtime worked, based on the rates of pay applying at the time payment is made.	ABI/BNSW prefer ACCI proposal ACTU oppose – outside scope/ reduction in entitlements (p13) Ai Group supports (para 197, p36) ASU oppose – reduced entitlement (para 42, p10) HSU opposes – reduction in entitlements (p4)
CCIWA	31.5	37.		<b>Clause 31.5 - Cashing out annual leave - CCIWA</b> Remove cap on cashing out of annual leave.	<b>Proposal Summary:</b> Remove cap on taking of annual leave, providing employees retain a 4-week accrual.	ABI/BNSW oppose (9.19, p48) ACTU oppose – reduction in entitlement (p13) Ai Group supports (para 193, p.36) ASU oppose – subject to AM2023/28 (36, p9)
AWCC	31.5	38.	8.2 p97-100	<b>Clause 31.5 - Cashing out of annual leave and TOIL - AWCC</b> The issues pertain to the lack of clear guidelines within an award regarding the cashing out of annual leave and the handling of Time Off In Lieu	<b>Proposal Summary:</b> Reword the clause as follows:  <b>31.5 Cashing out of annual leave</b> [31.5 inserted by PR583077 ppc 29Jul16] (a) Paid annual leave must not be cashed out except in accordance with an agreement under clause 31.5. (b) Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement under clause 31.5.	ABI and BNSW oppose – duplicative to include guidance and likely to complicate the award (para 3.36, p13) Ai Group oppose because the changes are not necessary. Also, Note 4 appears to confuse cashing out annual leave with payment or taking TOIL for overtime worked (para/s 239–243, p42) ASU oppose – repeats clause (para 35, p9)



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				(TOIL). Specifically, clause 31.5 allows for the cashing out of annual leave but does not specify the conditions or frequency, leading to potential misunderstandings. Additionally, the award does not clearly differentiate the compensation rates for TOIL versus annual leave, often defaulting to ordinary hours' payment rather than the overtime rate, as per clause 28.2(j).	<p>(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.</p> <p>(d) An agreement under clause 31.5 must state:</p> <ul style="list-style-type: none"> <li>(i) the amount of leave to be cashed out and the payment to be made to the employee for it; and</li> <li>(ii) the date on which the payment is to be made, <i>ensuring clarity on the timeline for the transaction.</i></li> </ul> <p>(e) An agreement under clause 31.5 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.</p> <p>(f) The payment for <i>cached-out leave</i> 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.</p> <p>(g) An agreement must not result in the employee's remaining accrued entitlement to paid annual leave being less than 4 weeks.</p> <p>(h) The maximum amount of accrued paid annual leave that may be cashed out in any period of 12 months is 2 weeks.</p> <p>(i) The employer must keep a copy of any agreement under clause 31.5 as an employee record.</p> <p>(h) <b>Guidance:</b></p> <ul style="list-style-type: none"> <li>(i) <b>Frequency and Conditions:</b> <i>Cashing out of annual leave should only occur through a formal written agreement between the employer and the employee. Each instance of cashing out must be documented separately.</i></li> <li>(ii) <b>Agreement Details:</b> <i>The agreement must specify the amount of leave being cashed out and the corresponding payment, along with the date of payment. This ensures transparency and clarity for both parties.</i></li> <li>(iii) <b>Minimum Payment:</b> <i>The payment for cashed-out leave should be at least equivalent to what the employee would have received if they had taken the leave instead.</i></li> <li>(iv) <b>Minimum Accrued Leave:</b> <i>Employees must retain a minimum accrued entitlement to paid annual leave, ensuring they have at least 4 weeks of leave remaining after cashing out.</i></li> <li>(v) <b>Maximum Amount:</b> <i>There is a cap on the amount of annual leave that can be cashed out in a 12-month period, set at 2 weeks.</i></li> <li>(vi) <b>Record-Keeping:</b> <i>Employers are responsible for maintaining records of all agreements regarding cashing out of annual leave.</i></li> </ul> <p>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 31.5.</p> <p>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 31.5.</p> <p>Note 3: An example of the type of agreement required by clause 31.5 is set out at Schedule I. There is no requirement to use the form of agreement set out at Schedule I.</p> <p>NOTE 4: As outlined in 28.2(j), upon termination of employment, time off for overtime worked by the employee to which clause 28.2 applies has not been taken, the employer must pay the employee for the overtime at the overtime rate applicable to the overtime when worked.</p>	HSU opposes – guidance appears to be a repetition of the clause (p5)
ASU	Schedule A	39.	13-17 p2-3		<p><b>Proposal Summary:</b> Remove Schedule A. <a href="#">Draft determination provided.</a></p>	AI Group has advanced the same proposal (para 178, p34)

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				<p><b>Deleting Obsolete Provisions - ASU</b> The ASU proposes removing Schedule A, which contains transitional provisions that are now considered obsolete since the full implementation of the Equal Remuneration Order by 1 July 2014, arguing that it complicates the award's usability.</p>		<p>ASU – agree to discuss ABI/BNSW agree (para 9.24, p49)</p>
Ai Group	10.5A and Schedule A	40.	15.G p158-59	<p><b>Clause 10.5A and Schedule A - Transitional provisions - AI Group</b> Schedule A of the SCHADS Award contains transitional provisions that were relevant to the award's application before 1 January 2010. Since all operative provisions in Schedule A are no longer applicable, there's a proposal to delete this schedule entirely.</p>	Proposal Summary: Delete Schedule A	<p>HSU – agree to discuss (p5) ASU –agree to discuss ABI/BNSW agree (para 9.24, p49)</p>