

IN THE FAIR WORK COMMISSION

MATTER NO.: AM2018/26

Four Yearly Review of Modern Awards – *Social, Community, Home Care and Disability Services Award 2010* – Substantive Claims

JOINT UNION SUBMISSION

1. This submission is made by the Australian Services Union ('ASU'), Health Services Union ('HSU') and the United Workers Union ('UWU') (collectively 'the Unions'). It is made in accordance with the Directions issued by the by the Commission on Friday, 3 September 2021.¹
2. In the Statement dated On Monday, 6 September 2021,² the Commission posed four questions to the parties in Four Yearly Review of the *Social, Community, Home Care and Disability Services Industry Award 2010* ('Award'):
 1. *Is there any opposition to our provisional view at [16] (of the 3 September 2021 Statement) above?*
 2. *Should the SCHADS Award permit an afternoon or night shift to be broken in accordance with clause 25.6? (Noting that it is common ground that clause 25.6 only applies to social and community services employees when undertaking disability services work and home care employees).*
 3. *If the Commission decides that the answer to Question 2 is yes, then what terms and conditions should apply to shiftworkers when working broken shifts?*
 4. *Should the SCHADS Award be varied to provide a clear statement that employees must not be required to travel between work locations during their meal breaks and that overtime should be payable until an employee is allowed a meal break free from travel (as proposed by the ASU). If so, what form should that variation take?*
3. We respond to those questions below.
4. We note that the matter to be determined by the Commission narrowly concerns the terms and conditions of employment for home care employees (covered by Schedule D of the Award) and Social and Community Services employees when undertaking disability services work (covered by Schedule B of the Award). When we refer to an 'employee' or a 'shift worker', we refer to an employee covered by the relevant employment streams, unless otherwise stated.

QUESTION 1 – OPPOSITION TO THE COMMISSION'S PROVISIONAL VIEW

5. The Commission should confirm the provisional view at [16] pf the 3 September 2021 Statement.

¹ *Four yearly review of modern awards* [2021] FWCFB 5493, [23].

² *Four yearly review of modern awards* [2021] FWCFB 5545, [2].

6. We agree with the Commission that expressing an opinion on the interaction of clause 25.6 and clause 29.4 would only cause further disputation and that it is unnecessary for the Commission to express an opinion on the issue to determine the matter before it.

QUESTION 2 – SHOULD THE SCHDS AWARD PERMIT AN AFTERNOON OR NIGHT SHIFT TO BE BROKEN IN ACCORDANCE WITH CLAUSE 25.6?

The ASU

7. The ASU answers this question in the negative. The ASU maintains its position that shift workers should work their hours continuously
8. In the alternative, the ASU submits that if the Commission is minded to allow a shift worker to work a broken afternoon or night shift, it should adopt the Unions' proposals set out in the response to Question 3.
9. The ASU's submissions should not be seen as an endorsement of any particular way of arranging work.

The HSU and UWU

10. The HSU and UWU answer this question in the positive. HSU and UWU do not object to the proposition that the award be varied to permit a shift to be worked in a manner that is not continuous and is therefore "broken".
11. HSU and UWU also submit the Commission should adopt the Unions' proposals set out in the response to Question 3.

Evidence of working patterns in disability services

12. The evidence before the Commission is that employees in the disability and home care sectors work broken shifts at times that attract a shift penalty and at times that do not. The evidence is that employers pay shift penalties to employees who work broken afternoon and night shifts.³
13. Further, work patterns in home care and disability services depend on the type of service. These types of service can be categorised in the following ways:
 - a. Home Care Services;
 - b. Supported Independent Living ('SIL') group homes or Short Term Accommodation ('STA') homes (**collectively 'residential settings'**);
 - c. individualised supports in the community and in private homes (**'individual supports'**); and
 - d. day programs, recreation activities and sporting activities (**collectively 'group activities'**).
14. Employees are most likely to work a broken shift when providing home care and individual disability supports. Most of this work is performed within the 6.00 am to 8.00pm span of hours *but* a significant number of hours are worked between 8.00pm and 10.00pm. Some employees may also work a sleepover shift in a private home.

³ See, for example, the payslips attached to the Encabo and Rathbone Statements.

15. Employees are less likely to work a broken shift when providing disability services in residential settings. In that case, an employee is most likely to work a broken shift during the day time span of hours. Afternoon or night Shifts will be either be continuous or a sleepover shift.
16. The evidence also shows that employees do experience significant disability when working broken shifts. This disutility is compounded, not diminished, when working an afternoon or night shift.

Home care

17. The evidence before the Commission demonstrates that:
 - a. homecare workers generally work during the dayworker span of hours (6:00 am to 8:00 pm)⁴ but hours can vary significantly⁵ and can encompass shifts which finish after 9:00 pm;⁶
 - b. the terms of engagement of homecare workers are consistent with engagement as a 'shift worker' and can specifically provide that 'stand up shifts, sleep over shifts afternoon shifts and evening shifts may be worked'⁷;
 - c. the requirement to broken shifts is common⁸.
18. Supports are directed towards assisting clients with their daily life, both in their home and in the community, it includes support provided in the morning and late into the evening.
19. Stewart⁹ shows a fairly regular pattern of working several short shifts on Friday mornings, followed by approximately 12 hour break before working overnight to provide care to a client.
20. The rosters provided as attachments to Mr Quinn's statements¹⁰ show him working nearly 50% of his shifts in 2014 and 2015 finishing after 8.00 pm, and about 20% of his shifts in 2019. He describes a typical day of shifts commencing at midday and finishing at 9.00 pm.¹¹
21. It is common for employees providing care to people in their homes to work over long hours¹² and be required by their employers to be available over longer periods of times¹³. Their hours of work change frequently¹⁴, sometimes in response to another employee's leave, but also in response to client cancellation or changes.

⁴ Fleming Statement at [20]; Stewart Statement at [15]; Thames Statement at [20]; Quinn Statement at [27]

⁵ Fleming Statement at [15] and [18]; Sinclair Statement at [11] and [22]; Stewart Statement at [15]; Thames Statement at [11]; Quinn Statement at [20];

⁶ Quinn Statement at [20]

⁷ Fleming Statement at Attachment A;

⁸ Fleming Statement at [18]; Sinclair Statement at [21]; Stewart Statement at [13]; Thames Statement at [7]; Quinn Statement at [27]

⁹ Stewart Statement Appendix A

¹⁰ Quinn Appendix A & B, and CB 3051 Appendix A

¹¹ Ibid [27]

¹² Ibid [43], Stewart Statement Appendix A; Fleming Statement CB 4480 [18];

¹³ Wilcock Statement, CB 2954 [17]; Fleming Statement [24]

¹⁴ Stewart Statement [15]; Sinclair Statement [11 & 22]; Fleming Statement Attachment A

Disability services

Individual Supports

22. The evidence before the Commission demonstrates that most individual supports are provided during the dayworker span of hours (6.00 am and 8.00 pm).¹⁵ This reflects the fact these workers support a person with a disability to go about their daily life at home and in the community. Employees may work for long periods of time when working broken shifts.¹⁶
23. Individual supports will only be provided after 8.00 pm if the person with a disability requires support to during the meal times and when they go to bed.¹⁷ The latest supports are likely to be provided is approximately 10.00 pm.¹⁸ In some cases, a person living in a private home may require a person to stay with them during the night. This may either be an active night shift or a sleepover shift under clause 25.7.¹⁹ In rare cases, a disability support worker may be required to attend a person with a disability who is also a shift worker while they travel to work.²⁰ Not all disability providers offer services after 8.00 pm or before 6.00 am.²¹
24. Employees who provide individual in-home supports do not necessarily have a recognisable shift pattern work. They are likely part-time employees who work an apparently random pattern of hours that includes their agreed pattern of hours, agreed additional hours at ordinary rates of pay, and in some cases overtime.²²
25. It is common for employees providing individual supports to work 8 or more hours on a day or shift.²³

Residential Settings

26. In residential settings, working patterns reflect the needs of the client and the type of facility:
 - a. SIL group homes provide accommodation for people with a disability who require support to live independently.²⁴ SIL group homes are usually normal houses, units or apartments adapted to the needs of their residents. Most group homes will have between two and four people living in them. There may be SIL homes with a single occupant.²⁵ It is unlikely that there will be more than 6 people in a group home. SIL homes will be staffed at all hours that the residents are home according to the needs of the residents. The number of staff rostered on at any time will depend on the needs of the residents.
 - b. STA homes provide short term accommodation for people with a disability. This may be because they cannot live at their normal home or it may be that they choose to stay at the facility. Historically, facilities of this kind were called 'respite' facilities.

¹⁵ Rathbone Statement, [18]; Encabo Statement, [18]; Waddell Statement, [23]; Quinn Statement, [27]; Elrick Statement, [23]; Manning Statement, [22].

¹⁶ Kinchin Statement, [17]; Rathbone Statement, [18]; Encabo Statement, [25]; Steiner Statement, [15].

¹⁷ Miller Statement, p 5.

¹⁸ Quin Statement, [27], pp 9, 11, 16 and 18; Steiner Statement, [15] and Annexure A.

¹⁹ Encabo Statement, pp 6-9.

²⁰ Manning Statement, [23].

²¹ Manning Statement, [22].

²² Encabo Statement, pp 6-29. Steiner Statement,

²³ Rathbone Statement, [18]; Kinchin Statement, [17]; Steiner Statement, [15]; Encabo Statement, [25].

²⁴ Trickett Statement, [2]-[4].

²⁵ Trickett Statement, [4].

Staffing requirements will be similar to those in SIL homes, but will change more regularly as clients move in and out of the home.²⁶

27. In most cases, the home will be staffed at all times by at least one employee.²⁷ Work in residential facilities will be organised in a pattern of day and night shifts to ensure that the home is adequately staffed at all times that clients are at home.²⁸
28. Broken shifts will only be worked during the day worker span of hours.²⁹ The reason a shift would be broken is because the staffing requirements are reduced because the clients are absent in the middle of the day for work, education or group activities. In that case, there would be a shift in the morning as the clients get out of bed, get ready for the day and travel to work. In the afternoon, there will be another shift when the clients return home.³⁰
29. At night, group homes will be staffed by either an 'active' night shift of up to 10 continuous hours³¹ or a 'sleep over' shift under clause 25.6 (where the employee will sleep at the workplace and work ordinary hours before the sleepover, after the sleepover, or at either end). An employee in a SIL facility is likely to work both types of shift, although some will work during the day or at night as a matter of preference.
30. Supervisory staff in SIL homes tend to work full-time hours during the day time span of hours,³² but some may work broken shifts.³³

Group activities

31. Group activities occur within the day worker span of hours.

QUESTION 3 – WHAT TERMS AND CONDITIONS SHOULD APPLY TO SHIFT WORKERS WHEN WORKING BROKEN SHIFTS?

32. The following terms and conditions should apply to shift workers when working broken shifts:
 - a. The working of broken shifts by shift workers under clause 25.6 should be an exception to the general rule under clause 29.4 that shifts are to be worked 'in a single continuous block'; and
 - b. all terms and conditions that apply to day workers under clause 25.6 should apply to shift workers working broken shifts, including the minimum payment periods, the restrictions on the number of unpaid breaks, the span of hours for broken shifts, and the broken shift allowance; and
 - c. shift penalties should be paid according to clause 29 of the Award; and
 - d. the broken shift allowance should be paid in addition to the shift penalties paid according to the clause 29; and

²⁶ Manning Statement, [6], [19].

²⁷ Miller Statement, pp 4-5; Manning Statement, [14]; Trickett Statement, [4].

²⁸ Manning Statement, [14].

²⁹ Manning Statement, [15]-[16]; Elrick Statement, [23].

³⁰ Manning Statement, Attachment A.

³¹ Trickett Statement, [4]; Manning Statement, [15].

³² Anderson Statement, [14]; Manning Statement, [21], Attachment B; McKenzie Statement, [7]; Trickett Statement, [9].

³³ Manning Statement, [21].

- e. the broken shift allowance should be 1.7% of the standard rate for a '1 break' broken shift and 2.5% of the standard rate for a '2 break' broken shift.
33. These are the terms and conditions necessary to provide a fair and relevant minimum safety net.
34. A **Draft Determination** reflecting the Unions' response to Question 3 has been filed with these submissions. It is attached to these submissions as **Attachment A**.

The Broken Shift Allowance should be paid in addition to the shift penalties paid under clause 29

35. Shift workers who work broken shifts should be covered by clause 25.6 and should be paid the broken shift allowance in addition to their normal shift penalties.
36. The Unions submits that the draft determination should be amended as follows:
- Payment for a broken shift will be at ordinary pay with shift, weekend, public holiday, and overtime penalty rates to be paid in accordance with clauses 26, ~~and~~ 28, 29 and 34.*
37. Shift workers who work broken shifts should be covered by clause 25.6 and should be paid the broken shift allowance in addition to their normal shift penalties.

The Broken Shift Allowances are insufficient remuneration for broken afternoon and night work

38. If the broken shift allowance is intended to replace shift penalties, then the quantum of the allowance is insufficient. If the broken shift allowance replaces shift penalties then employees working broken night or afternoon shifts would, in some circumstances, be paid less than an employee working a continuous night shift. This would create a perverse incentive for an employer to break a shift to save costs.
39. For example, an 8-hour broken shift under the draft determination would cost the employer less than an 8-hour continuous shift at afternoon or night shift rates. At **Attachment B**, we set out a series of tables comparing continuous afternoon and night shifts with broken afternoon and night shifts.
40. It was clearly never the intention of the Commission in the May Decision to reduce the remuneration an employee would be paid when working afternoon or night shifts. This was not a claim advanced by any party. It is a position that is untenable on the merits and finds no support in the evidence.
41. The Commission may either increase the broken shift allowances (which would require the allowances to be increased by at least \$27.00) or it may decide that the broken shift allowances should be paid in addition to the shift penalties.

Separate Payments for Separate Purposes

42. The broken shift allowance and the clause 29 shift penalties are separate and distinct forms of compensation for separate and distinct disutility and disability.

43. The approach of the Penalty Rates Full Bench regarding '*separate and distinct forms of compensation for different disabilities*' in the *Penalty Rates Case*³⁴ is relevant to this matter.
44. The present Full Bench followed this approach when it decided to vary the award so that the casual loading was paid in addition to weekend, public holiday and overtime rates.³⁵ It has also followed this approach when it provided that the broken shift allowances are paid in addition to the Saturday, Sunday and Public Holiday rates (which the employers do not oppose).
45. It should do so again in relation to shift workers who work broken shifts. An employee who works a 'shift' as defined in the award, suffers from a particular disutility associated with working shift work. The Commission should take the view that the penalty rates provided for in clause 29 of the award have been set at a level appropriate to compensate for the disutility associated with working shift work under the Award. No party genuinely contests that the shift rates are properly set.
46. The broken shift allowance is not intended to compensate employees for the disutility of working at particular times of the day or days of the week which attract a particular disutility. The shift penalties do that.
47. The purpose of the broken shift allowance is to compensate employees for the disability associated with working a broken shift. The Commission stated that the allowances compensate employees for two disabilities, namely:
 - a. '*...the length of the working day being extended because hours are not worked continuously*'; and
 - b. '*...the additional travel time and cost associated with effectively presenting for work on 2 occasions.*'
48. No party has led any evidence or made any cogent submissions that would persuade the Commission that the disutility of working an afternoon or night shift is diminished because it is broken. The evidence clearly shows that the disability associated with broken shifts and the disutility associated with working an afternoon or night shift is compounded.
49. Thus, an employee who works a broken shift which would attract a shift penalty rate under clause 29 of the Award should be entitled to both the broken shift allowance and the relevant shift penalty.

The quantum of the broken shift allowance

50. The Broken Shift Allowances proposed by the Commission in the May Decision are appropriate and should not be reduced.
51. When FWC expressed a provisional view that the broken shift allowance should be set as a proportion of the standard rate towards the upper end of the range of other modern awards, it explained that this was because:
 - a. employees in home care and certain disability services have no 'base location' where they start at and finish at each day. The work site for such employees is the home of

³⁴ *Four Yearly Review of Modern Awards* [2017] FWCFB 1001, [889]-[898]. In that case weekend penalty rates and the casual loading.

³⁵ *Four Yearly Review of Modern Awards* [2019] FWCFB 6067, [153]-[158].

the client, or locations where the client may need to be taken (such as medical centres, shopping centres, social events).; and

- b. a broken shift of 2 portions of work and a break will usually mean that the employee will travel between the end of the first portion of the shift and the start of the second. Depending on the duration of the break they may travel home or to the location of their next engagement; and
 - c. with respect to a '2 break broken shift', *'the adverse impact on employees (or disutility) of multiple breaks in a broken shift is likely to be greater than a single break between 2 portions of work. Multiple breaks between engagements are likely to result in increased "dead time"; time for which employees are not paid'*.
52. The Commission's findings remain relevant and nothing before the Commission would persuade it to resile from its provisional view.
53. Some employers have submitted that the combination of the shift penalties and the broken shift allowances would be excessive and unfair to employees. Nothing in the evidence suggests that the working of a broken shift in the afternoon or at night diminishes or alleviates the disability associated with a broken shift. The combined cost of the penalties and broken shift allowances reflects the significant disutility of that working arrangement.
54. In any case, employers can limit their liability to pay both entitlements, because:
- a. day workers who work outside the span of hours will be paid over-time instead of shift penalties;
 - b. it is less likely that a shift worker will work a broken shift that is also a night, afternoon, or public holiday shift; and
 - c. employers can and should re-organise work in the most efficient way possible.

QUESTION 4 – SHOULD THE SCHADS AWARD BE VARIED TO PROVIDE A CLEAR STATEMENT THAT EMPLOYEES MUST NOT BE REQUIRED TO TRAVEL BETWEEN WORK LOCATIONS DURING THEIR MEAL BREAKS AND THAT OVERTIME SHOULD BE PAYABLE UNTIL AN EMPLOYEE IS ALLOWED A MEAL BREAK FREE FROM TRAVEL?

55. The Award should be varied to provide a clear statement that employees must not be required to travel between work locations during their meal breaks and that overtime should be payable until an employee is allowed a meal break free from travel. The Unions support the Draft Determination filed by the ASU on 9 August 2021
56. It is likely, given current practices in the sector,³⁶ that employers will require employees to travel during their work breaks. This is undesirable. An employee should be able to use their unpaid meal breaks to rest and enjoy their meal in any way they please. If they are required to travel by their employer, then the travel should be treated as work.
57. As the Award stands, it is unclear how the Award treats travel at the direction of the employer during a meal break. Travel between work locations may or may not be 'work' for the purposes of the Award depending on when it is performed. It may or may not be work.

³⁶ Kinchin Statement, Ex. ASU7, [12]. Ms Kinchin is required to travel between work locations during her breaks. See also the attachments to the Encabo Statement and the Rathbone Statement, they are not rostered for meal breaks, their shifts are simply broken.

58. In the absence of a provision for paid travel time, it is necessary provide a clear entitlement to overtime if an employee is required to travel during their meal break. Overtime should be payable until an employee is allowed a meal break free from travel.

Australian Services Union

Health Services Union

United Workers Union

15 September 2021

ATTACHMENT A

MA000100 PRXXXTBC

FAIR WORK COMMISSION

DRAFT DETERMINATION

Fair Work Act 2009

s.156 4 yearly review of modern awards

SOCIAL, COMMUNITY, HOME CARE AND DISABILITY SERVICES INDUSTRY AWARD 2010

[MA000100]

Social, community, home care and disability services

JUSTICE ROSS, PRESIDENT

DEPUTY PRESIDENT CLANCY

COMMISSIONER LEE

MELBOURNE, XX MONTH 2021

Four yearly review of modern awards – Award stage – Group 4A awards – substantive issues – Social, Community, Home Care and Disability Services Industry Award 2010

A. Further to the decision issued by the Full Bench of the Fair Work Commission on XX MONTH 2021 ([2021] FWCFB XXXX), the above award is varied as follows:

1. By deleting clause 25.6 and inserting the following:

25.6 Broken shifts

This clause only applies to social and community services employees when undertaking disability services work and home care employees.

(a) Broken shift with 1 unpaid break

(i) An employer may only roster an employee to work a broken shift of 2 periods of work with 1 unpaid break (other than a meal break).

(ii) An employee rostered to work a broken shift with 1 unpaid break must be paid the allowance in clause 20.10(a).

(b) Agreement to work a broken shift with 2 unpaid breaks

(i) Despite clause 25.6(a), an employer and an employee may agree that the employee will work a broken shift of 3 periods of work with 2 unpaid breaks (other than meal breaks).

(ii) An agreement under clause 25.6(b)(i) must be made before each occasion that the employee is to work a broken shift with 2 unpaid breaks unless the working of the 2 break broken shift is part of the agreed regular pattern of work in an agreement made under clause 10.3 or subsequently varied.

(iii) An employee who works a broken shift with 2 unpaid breaks must be paid the allowance in clause 20.10(b).

(c) Where a break in work falls within a minimum payment period in accordance with clause 10.5 then it is to be counted as time worked and does not constitute a break in a shift for the purposes of clause 25.6(a)(i) or clause 25.6(b)(i).

(d) Payment for a broken shift will be at ordinary pay with shift, weekend, public holiday, and overtime penalty rates to be paid in accordance with clauses 26, 28, 29 and 34.

(e) The span of hours for a broken shift is up to 12 hours. All work performed beyond a span of 12 hours will be paid at double time.

(f) An employee must receive a minimum break of 10 hours between broken shifts rostered on successive days.

2. By deleting clause 29.4 and inserting the following:

29.4 Shifts are to be worked in one continuous block of hours that may include meal breaks and sleepover except in the case of a broken shift worked in accordance with clause 25.6.

B. This determination comes into operation from 1 July 2021. In accordance with s.165(3) of the *Fair Work Act 2009* this determination does not take effect until the start of the first full pay period on or after 1 July 2021.

PRESIDENT

ATTACHMENT B

Level 2.1 (6 hour shift)	
Ordinary rate	\$29.12
Afternoon rate (12.5% loading)	\$32.76
Night rate (15% loading)	\$33.49
Broken shift allowance (one break)	\$17.50
Broken shift allowance (two breaks)	\$25.75
<i>Current arrangement</i>	
6 hour afternoon shift: 6 × \$32.76	\$196.56
6 hour night shift: 6 × \$33.49	\$200.93
<i>Proposed arrangement</i>	
6 hours' ordinary pay plus 'one break' broken shift allowance: 6 × \$29.12 + \$17.50	\$192.22
Difference compared to current arrangement (afternoon shift)	\$4.34
Difference compared to current arrangement (night shift)	\$8.71
6 hours' ordinary pay plus 'two break' broken shift allowance: 6 × \$29.12 + \$25.75	\$200.47
Difference compared to current arrangement (afternoon shift)	\$3.91 (better off)
Difference compared to current arrangement (night shift)	\$0.46

Level 2.1 (8 hour shift)	
Ordinary rate	\$29.12
Afternoon rate (12.5% loading)	\$32.76
Night rate (15% loading)	\$33.49
Broken shift allowance (one break)	\$17.50
Broken shift allowance (two breaks)	\$25.75
<i>Current arrangement</i>	
8 hour afternoon shift: 8 × \$32.76	\$262.08
8 hour night shift: 8 × \$33.49	\$267.90
<i>Proposed arrangement</i>	
8 hours' ordinary pay plus 'one break' broken shift allowance: 8 × \$29.12 + \$17.50	\$250.46
Difference compared to current arrangement (afternoon shift)	\$11.62
Difference compared to current arrangement (night shift)	\$17.44
8 hours' ordinary pay plus 'two break' broken shift allowance: 8 × \$29.12 + \$25.75	\$258.71
Difference compared to current arrangement (afternoon shift)	\$3.37
Difference compared to current arrangement (night shift)	\$9.19

Level 3.1 (6 hour shift)	
Ordinary rate	\$32.54
Afternoon rate (12.5% loading)	\$36.61
Night rate (15% loading)	\$37.42
Broken shift allowance (one break)	\$17.50
Broken shift allowance (two breaks)	\$25.75
<i>Current arrangement</i>	

6 hour afternoon shift: $6 \times \$36.61$	\$219.66
6 hour night shift: $6 \times \$37.42$	\$224.54
<i>Proposed arrangement</i>	
6 hours' ordinary pay plus 'one break' broken shift allowance: $6 \times \$32.54 + \17.50	\$212.74
Difference compared to current arrangement (afternoon shift)	\$6.92
Difference compared to current arrangement (night shift)	\$11.78
6 hours' ordinary pay plus 'two break' broken shift allowance: $6 \times \$32.54 + \25.75	\$220.99
Difference compared to current arrangement (afternoon shift)	\$1.33 (better off)
Difference compared to current arrangement (night shift)	\$3.53

Level 3.1 (8 hour shift)	
Ordinary rate	\$32.54
Afternoon rate (12.5% loading)	\$36.61
Night rate (15% loading)	\$37.42
Broken shift allowance (one break)	\$17.50
Broken shift allowance (two breaks)	\$25.75
<i>Current arrangement</i>	
8 hour afternoon shift: $8 \times \$36.61$	\$292.88
8 hour night shift: $8 \times \$37.42$	\$299.36
<i>Proposed arrangement</i>	
8 hours' ordinary pay plus 'one break' broken shift allowance: $8 \times \$32.54 + \17.50	\$277.82
Difference compared to current arrangement (afternoon shift)	\$15.06
Difference compared to current arrangement (night shift)	\$21.54
8 hours' ordinary pay plus 'two break' broken shift allowance: $8 \times \$32.54 + \25.75	\$286.07
Difference compared to current arrangement (afternoon shift)	\$6.81
Difference compared to current arrangement (night shift)	\$13.29

Level 4.1 (6 hour shift)	
Ordinary rate	\$37.54
Afternoon rate (12.5% loading)	\$42.23
Night rate (15% loading)	\$43.17
Broken shift allowance (one break)	\$17.50
Broken shift allowance (two breaks)	\$25.75
<i>Current arrangement</i>	
6 hour afternoon shift: $6 \times \$42.23$	\$253.38
6 hour night shift: $6 \times \$43.17$	\$259.02
<i>Proposed arrangement</i>	
6 hours' ordinary pay plus 'one break' broken shift allowance: $6 \times \$37.54 + \17.50	\$242.74
Difference compared to current arrangement (afternoon shift)	\$10.64
Difference compared to current arrangement (night shift)	\$16.28
6 hours' ordinary pay plus 'two break' broken shift allowance: $6 \times \$37.54 + \25.75	\$250.99
Difference compared to current arrangement (afternoon shift)	\$2.39

Difference compared to current arrangement (night shift)	\$8.03
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Level 4.1 (8 hour shift)	
Ordinary rate	\$37.54
Afternoon rate (12.5% loading)	\$42.23
Night rate (15% loading)	\$43.17
Broken shift allowance (one break)	\$17.50
Broken shift allowance (two breaks)	\$25.75
<i>Current arrangement</i>	
8 hour afternoon shift: $8 \times \$42.23$	\$337.84
8 hour night shift: $8 \times \$43.17$	\$345.36
<i>Proposed arrangement</i>	
8 hours' ordinary pay plus 'one break' broken shift allowance: $8 \times \$37.54 + \17.50	\$317.82
Difference compared to current arrangement (afternoon shift)	\$20.02
Difference compared to current arrangement (night shift)	\$27.54
8 hours' ordinary pay plus 'two break' broken shift allowance: $8 \times \$37.54 + \25.75	\$326.07
Difference compared to current arrangement (afternoon shift)	\$11.77
Difference compared to current arrangement (night shift)	\$19.29