

CURRENT AWARD as at 13 May 2016

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

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<p>Part 1—Application and Operation</p> <p>1. Title</p> <p>This award is the <i>Social, Community, Home Care and Disability Services Industry Award 2010</i>.</p> <p>2. Commencement and transitional</p> <p>2.1 This award commences on 1 January 2010.</p> <p>2.2 The monetary obligations imposed on employers by this award may be absorbed into overaward payments. Nothing in this award requires an employer to maintain or increase any overaward payment.</p> <p>2.3 This award contains transitional arrangements which specify when particular parts of the award come into effect. Some of the transitional arrangements are in clauses in the main part of the award. There are also transitional arrangements in Schedule A. The arrangements in Schedule A</p>	<p>Part 1—Application and Operation of this Award</p> <p>1. Title and commencement</p> <p>1.1 This award is the <i>Social, Community, Home Care and Disability Services Industry Award 2016</i>.</p> <p>1.2 This modern award, as varied, commenced operation on 1 January 2010.</p> <p>1.3 Neither the making of this award nor the operation of any transitional arrangements is intended to result in a reduction in the take-home pay of employees covered by the award. On application by or on behalf of an employee who suffers a reduction in take-home pay as a result of the making of this award or the operation of any transitional arrangements, the Fair Work Commission may make any order it considers appropriate to remedy the situation.</p>

<p>deal with:</p> <ul style="list-style-type: none"> • minimum wages and piecework rates • casual or part-time loadings • Saturday, Sunday, public holiday, evening or other penalties • shift allowances/penalties. <p>2.4 Neither the making of this award nor the operation of any transitional arrangements is intended to result in a reduction in the take-home pay of employees covered by the award. On application by or on behalf of an employee who suffers a reduction in take-home pay as a result of the making of this award or the operation of any transitional arrangements, the Fair Work Commission may make any order it considers appropriate to remedy the situation.</p> <p>2.5 The Fair Work Commission may review the transitional arrangements in this award and make a determination varying the award.</p> <p>2.6 The Fair Work Commission may review the transitional arrangements:</p> <ul style="list-style-type: none"> (a) on its own initiative; or (b) on application by an employer, employee, organisation or outworker entity covered by the modern award; or (c) on application by an organisation that is entitled to represent the industrial interests of one or more employers or employees that are covered by the modern award; or (d) in relation to outworker arrangements, on application by an organisation that is entitled to represent the industrial interests of one or more outworkers to whom the arrangements relate. 	<p><i>References to transitional arrangements removed - obsolete</i></p>
<p>3. Definitions and interpretation</p> <p>3.1 In this award, unless the contrary intention appears:</p> <p>Act means the <i>Fair Work Act 2009</i> (Cth)</p> <p>agreement-based transitional instrument has the meaning in the <i>Fair</i></p>	<p>Definitions</p> <p>In this award, unless the contrary intention appears:</p> <p>Act means the <i>Fair Work Act 2009</i> (Cth)</p> <p>crisis assistance and supported housing sector means the provision of</p>

Work (Transitional Provisions and Consequential Amendments) Act 2009 (Cth)

award-based transitional instrument has the meaning in the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)

crisis assistance and supported housing sector means the provision of crisis assistance and supported housing services

default fund employee means an employee who has no chosen fund within the meaning of the *Superannuation Guarantee (Administration) Act 1992* (Cth)

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

Division 2B State award has the meaning in Schedule 3A of the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)

Division 2B State employment agreement has the meaning in Schedule 3A of the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)

employee means national system employee within the meaning of the Act

employer means national system employer within the meaning of the Act

enterprise award-based instrument has the meaning in the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)

exempt public sector superannuation scheme has the meaning given by the *Superannuation Industry (Supervision) Act 1993* (Cth)

family day care scheme sector means the operation of a family day care scheme for the provision of family day care services

home care sector means the provision of personal care, domestic assistance or home maintenance to an aged person or a person with a disability in a private residence

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

crisis assistance and supported housing services

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

employee means national system employee within the meaning of the Act

employer means national system employer within the meaning of the Act

exempt public sector superannuation scheme has the meaning given by the *Superannuation Industry (Supervision) Act 1993* (Cth)

family day care scheme sector means the operation of a family day care scheme for the provision of family day care services

home care sector means the provision of personal care, domestic assistance or home maintenance to an aged person or a person with a disability in a private residence

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 *Fair Work Act 2009* (Cth)

on-hire means the on-hire of an employee by their employer to a client, where such employee works under the general guidance and instruction of the client or a representative of the client

sleepover means when an employer requires an employee to sleep 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 14.6 or an excursion pursuant to clause 14.7

social and community services sector means the provision of social and community services including social work, recreation work, welfare work, youth work or community development work, including organisations which primarily engage in policy, advocacy or representation on behalf of organisations carrying out such work and the provision of disability services including the provision of personal care and domestic and lifestyle support to a person with a disability in a community and/or residential setting including respite centre and day services

<p>NES means the National Employment Standards as contained in sections 59 to 131 of the <i>Fair Work Act 2009</i> (Cth)</p> <p>on-hire means the on-hire of an employee by their employer to a client, where such employee works under the general guidance and instruction of the client or a representative of the client</p> <p>social and community services sector means the provision of social and community services including social work, recreation work, welfare work, youth work or community development work, including organisations which primarily engage in policy, advocacy or representation on behalf of organisations carrying out such work and the provision of disability services including the provision of personal care and domestic and lifestyle support to a person with a disability in a community and/or residential setting including respite centre and day services</p> <p>To avoid doubt, an employee will not be precluded from being engaged under Schedule B, instead of another schedule, merely because they provide services in a private residence or in outreach.</p> <p>standard rate means the minimum wage for a Social and community services employee level 3 at pay point 3 in clause 15.3</p> <p>transitional minimum wage instrument has the meaning in the <i>Fair Work (Transitional Provisions and Consequential Amendments) Act 2009</i> (Cth)</p>	<p><i>Note moved to clause 3.3</i></p> <p>standard rate means the minimum weekly wage for a Social and community services employee level 3 at pay point 3 in clause 16.1</p> <p><i>Definitions relating to transitional instruments removed - obsolete</i></p>
<p>3.2 Where this award refers to a condition of employment provided for in the NES, the NES definition applies.</p>	<p><i>Moved to new clause 3—The National Employment Standards and this Award</i></p> <p>3.2 Where this award refers to a condition of employment provided for in the NES, the NES definition applies.</p>
<p>4. Coverage</p> <p>4.1 This industry award covers employers throughout Australia in the:</p> <p>(a) crisis assistance and supported housing sector;</p> <p>(b) social and community services sector;</p>	<p>4. Coverage</p> <p>4.1 This industry award covers employers throughout Australia in the:</p> <p>(a) crisis assistance and supported housing sector;</p> <p>(b) social and community services sector;</p>

<p>(c) home care sector;</p> <p>(d) family day care scheme sector;</p> <p>and their employees in the classifications listed in Schedule B to Schedule E to the exclusion of any other modern award.</p> <p>4.2 The award does not cover employers and employees covered by any of the following awards:</p> <p>(a) <i>Aged Care Award 2010</i>;</p> <p>(b) <i>Amusement, Events and Recreation Award 2010</i>;</p> <p>(c) <i>Fitness Industry Award 2010</i>;</p> <p>(d) <i>Health Professionals and Support Services Award 2010</i>; or</p> <p>(e) <i>Nurses Award 2010</i>.</p> <p>4.3 The award does not cover an employee excluded from award coverage by the Act.</p> <p>4.4 The award does not cover employees who are covered by a modern enterprise award, or an enterprise instrument (within the meaning of the <i>Fair Work (Transitional Provisions and Consequential Amendments) Act 2009</i> (Cth)), or employers in relation to those employees.</p> <p>4.5 The award does not cover employees who are covered by a State reference public sector modern award, or a State reference public sector transitional award (within the meaning of the <i>Fair Work (Transitional Provisions and Consequential Amendments) Act 2009</i> (Cth)), or employers in relation to those employees.</p> <p>4.6 This award covers any employer which supplies labour on an on-hire basis in the industry set out in clause 4.1 in respect of on-hire employees in classifications covered by this award, and those on-hire employees, while engaged in the performance of work for a business in that industry. This subclause operates subject to the exclusions from coverage in this award.</p> <p>4.7 This award covers employers which provide group training services for</p>	<p>(c) home care sector;</p> <p>(d) family day care scheme sector;</p> <p>and their employees in the classifications listed in Schedule A to Schedule D to the exclusion of any other modern award.</p> <p>4.2 Crisis assistance and supported housing sector means the provision of crisis assistance and supported housing services</p> <p>4.3 Social and community services sector means the provision of social and community services including social work, recreation work, welfare work, youth work or community development work, including organisations which primarily engage in policy, advocacy or representation on behalf of organisations carrying out such work and the provision of disability services including the provision of personal care and domestic and lifestyle support to a person with a disability in a community and/or residential setting including respite centre and day services</p> <p>To avoid doubt, an employee will not be precluded from being engaged under Schedule A, instead of another schedule, merely because they provide services in a private residence or in outreach.</p> <p>4.4 Home care sector means the provision of personal care, domestic assistance or home maintenance to an aged person or a person with a disability in a private residence</p> <p>4.5 Family day care scheme sector means the operation of a family day care scheme for the provision of family day care services</p> <p>4.6 The award does not cover employers and employees covered by any of the following awards:</p> <p>(a) <i>Aged Care Award 2016</i>;</p> <p>(b) <i>Amusement, Events and Recreation Award 2016</i>;</p> <p>(c) <i>Fitness Industry Award 2016</i>;</p> <p>(d) <i>Health Professionals and Support Services Award 2016</i>; or</p> <p>(e) <i>Nurses Award 2016</i>.</p>
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<p>trainees engaged in the industry and/or parts of industry set out at clause 4.1 and those trainees engaged by a group training service hosted by a company to perform work at a location where the activities described herein are being performed. This clause operates subject to the exclusions from coverage in this award.</p> <p>4.8 Where an employer is covered by more than one award, an employee of that employer is covered by the award classification which is most appropriate to the work performed by the employee and to the environment in which the employee normally performs the work.</p>	<p>4.7 This award covers any employer which supplies labour on an on-hire basis in the industry set out in clause 4.1 in respect of on-hire employees in classifications covered by this award, and those on-hire employees, while engaged in the performance of work for a business in that industry. This subclause operates subject to the exclusions from coverage in this award.</p> <p>4.8 This award covers employers which provide group training services for trainees engaged in the industry and/or parts of industry set out at clause 4.1 and those trainees engaged by a group training service hosted by a company to perform work at a location where the activities described herein are being performed. This clause operates subject to the exclusions from coverage in this award.</p> <p>4.9 This award does not cover:</p> <ul style="list-style-type: none"> (a) an employee excluded from award coverage by the Act; (b) employees who are covered by a modern enterprise award, or an enterprise instrument (within the meaning of the <i>Fair Work (Transitional Provisions and Consequential Amendments) Act 2009</i> (Cth)), or employers in relation to those employees; or (c) employees who are covered by a State reference public sector modern award, or a State reference public sector transitional award (within the meaning of the <i>Fair Work (Transitional Provisions and Consequential Amendments) Act 2009</i> (Cth)), or employers in relation to those employees. <p>4.10 Where an employer is covered by more than one award, an employee of that employer is covered by the award classification which is most appropriate to the work performed by the employee and to the environment in which the employee normally performs the work.</p>
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<p>5. Access to the award and the National Employment Standards The employer must ensure that copies of this award and the NES are available to all employees to whom they apply either on a noticeboard which is conveniently located at or near the workplace or through electronic means, whichever makes them more accessible.</p> <p>6. The National Employment Standards and this award The NES and this award contain the minimum conditions of employment for employees covered by this award.</p>	<p>3. The National Employment Standards and this award</p> <p>3.1 The National Employment Standards (NES) and this award contain the minimum conditions of employment for employees covered by this award.</p> <p>...</p> <p>3.3 The employer must ensure that copies of the award and the NES are available to all employees to whom they apply, either on a notice board which is conveniently located at or near the workplace or through accessible electronic means.</p>
<p><i>Clause inserted - proposed new provision</i></p>	<p>5. Effect of variations made by the Fair Work Commission A variation to this award does not affect any right, privilege, obligation or liability that a person acquired, accrued or incurred under the award as it existed prior to that variation.</p>
<p>7. Award flexibility</p> <p>7.1 Notwithstanding any other provision of this award, an employer and an individual employee may agree to vary the application of certain terms of this award to meet the genuine individual needs of the employer and the individual employee. The terms the employer and the individual employee may agree to vary the application of are those concerning:</p> <ul style="list-style-type: none"> (a) arrangements for when work is performed; (b) overtime rates; (c) penalty rates; (d) allowances; and (e) leave loading. <p>7.2 The employer and the individual employee must have genuinely made the agreement without coercion or duress. An agreement under this clause can only be entered into after the individual employee has commenced employment with the employer.</p> <p>7.3 The agreement between the employer and the individual employee must:</p>	<p>6. Award flexibility for individual arrangements</p> <p>6.1 Notwithstanding any other provision of this award, an employer and an individual employee may agree to vary the application of certain terms of this award to meet the genuine individual needs of the employer and the individual employee. The terms the employer and the individual employee may agree to vary the application of, are those concerning:</p> <ul style="list-style-type: none"> (a) arrangements for when work is performed; (b) overtime rates; (c) penalty rates; (d) allowances; and (e) leave loading. <p>6.2 The employer and the individual employee must have genuinely made the agreement without coercion or duress. An agreement under this clause can only be entered into after the individual employee has commenced employment with the employer.</p> <p>6.3 The agreement between the employer and the individual employee must:</p>

<p>(a) be confined to a variation in the application of one or more of the terms listed in clause 7.1; and</p> <p>(b) result in the employee being better off overall at the time the agreement is made than the employee would have been if no individual flexibility agreement had been agreed to.</p> <p>7.4 The agreement between the employer and the individual employee must also:</p> <p>(a) be in writing, name the parties to the agreement and be signed by the employer and the individual employee and, if the employee is under 18 years of age, the employee's parent or guardian;</p> <p>(b) state each term of this award that the employer and the individual employee have agreed to vary;</p> <p>(c) detail how the application of each term has been varied by agreement between the employer and the individual employee;</p> <p>(d) detail how the agreement results in the individual employee being better off overall in relation to the individual employee's terms and conditions of employment; and</p> <p>(e) state the date the agreement commences to operate.</p> <p>7.5 The employer must give the individual employee a copy of the agreement and keep the agreement as a time and wages record.</p> <p>7.6 Except as provided in clause 7.4(a) the agreement must not require the approval or consent of a person other than the employer and the individual employee.</p> <p>7.7 An employer seeking to enter into an agreement must provide a written proposal to the employee. Where the employee's understanding of written English is limited the employer must take measures, including translation into an appropriate language, to ensure the employee understands the proposal.</p> <p>7.8 The agreement may be terminated:</p> <p>(a) by the employer or the individual employee giving 13 weeks'</p>	<p>(a) be confined to a variation in the application of one or more of the terms listed in clause 6.1; and</p> <p>(b) result in the employee being better off overall at the time the agreement is made than the employee would have been if no individual flexibility agreement had been agreed to.</p> <p>6.4 The agreement between the employer and the individual employee must also:</p> <p>(a) be in writing, name the parties to the agreement and be signed by the employer and the individual employee and, if the employee is under 18 years of age, the employee's parent or guardian;</p> <p>(b) state each term of this award that the employer and the individual employee have agreed to vary;</p> <p>(c) detail how the application of each term has been varied by agreement between the employer and the individual employee;</p> <p>(d) detail how the agreement results in the individual employee being better off overall in relation to the individual employee's terms and conditions of employment; and</p> <p>(e) state the date the agreement commences to operate.</p> <p>6.5 The employer must give the individual employee a copy of the agreement and keep the agreement as a time and wages record.</p> <p>6.6 Except as provided in clause 6.4(a) the agreement must not require the approval or consent of a person other than the employer and the individual employee.</p> <p>6.7 An employer seeking to enter into an agreement must provide a written proposal to the employee. Where the employee's understanding of written English is limited the employer must take measures, including translation into an appropriate language, to ensure the employee understands the proposal.</p> <p>6.8 The agreement may be terminated:</p> <p>(a) by the employer or the individual employee giving 13 weeks' notice</p>
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<p>notice of termination, in writing, to the other party and the agreement ceasing to operate at the end of the notice period; or</p> <p>(b) at any time, by written agreement between the employer and the individual employee.</p> <p>Note: If any of the requirements of s.144(4), which are reflected in the requirements of this clause, are not met then the agreement may be terminated by either the employee or the employer, giving written notice of not more than 28 days (see s.145 of the <i>Fair Work Act 2009</i> (Cth)).</p> <p>7.9 The notice provisions in clause 7.8(a) only apply to an agreement entered into from the first full pay period commencing on or after 4 December 2013. An agreement entered into before that date may be terminated in accordance with clause 7.8(a), subject to four weeks' notice of termination.</p> <p>7.10 The right to make an agreement pursuant to this clause is in addition to, and is not intended to otherwise affect, any provision for an agreement between an employer and an individual employee contained in any other term of this award.</p>	<p>of termination, in writing, to the other party and the agreement ceasing to operate at the end of the notice period; or</p> <p>(b) at any time, by written agreement between the employer and the individual employee.</p> <p>NOTE: If any of the requirements of s.144(4), which are reflected in the requirements of this clause, are not met then the agreement may be terminated by either the employee or the employer, giving written notice of not more than 28 days (see s.145 of the Act).</p> <p>6.9 The notice provisions in clause 6.8(a) only apply to an agreement entered into from the first full pay period commencing on or after 4 December 2013. An agreement entered into before that date may be terminated in accordance with clause 6.8(a), subject to four weeks' notice of termination.</p> <p>6.10 The right to make an agreement pursuant to this clause is in addition to, and is not intended to otherwise affect, any provision for an agreement between an employer and an individual employee contained in any other term of this award.</p>
<p>Part 2—Consultation and Dispute Resolution</p> <p>8. Consultation</p> <p><i>Provision not reproduced - standard clause - no change other than numbering and changes to clause titles</i></p>	<p>Part 7—Consultation and Dispute Resolution</p> <p>27. Consultation regarding major workplace change</p> <p>28. Consultation about changes to rosters or hours of work</p> <p><i>Provisions not reproduced - standard clause - no change other than numbering and changes to clause titles</i></p>
<p>9. Dispute resolution</p> <p><i>Provision not reproduced - standard clause - no change</i></p>	<p>29. Dispute resolution</p> <p><i>Provision not reproduced - standard clause - no change</i></p>

<p>Part 3—Types of Employment and Termination of Employment</p> <p>10. Types of employment</p> <p>10.1 Employment categories</p> <p>(a) Employees under this award will be employed in one of the following categories:</p> <p>(i) full-time employment;</p> <p>(ii) part-time employment; or</p> <p>(iii) casual employment.</p> <p>(b) At the time of engagement, an employer will inform each employee the basis of their employment. An employer may direct an employee to carry out such duties as are within the limits of the employee’s skill, competence and training, consistent with the respective classification.</p>	<p>Part 2—Types of Employment and Classifications</p> <p>8. Types of employment</p> <p>8.1 Employment categories</p> <p>(a) Employees under this award will be employed in one of the following categories:</p> <p>(i) full-time employment;</p> <p>(ii) part-time employment; or</p> <p>(iii) casual employment.</p> <p>(b) At the time of engagement, an employer will inform each employee of the basis of their employment.</p> <p>12.3 An employer may direct an employee to carry out such duties as are within the limits of the employee’s skill, competence and training, consistent with the respective classification.</p>
<p>10.2 Full-time employment</p> <p>A full-time employee is one who is engaged to work 38 hours per week or an average of 38 hours per week.</p> <p>10.3 Part-time employment</p> <p>(a) 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 and who has reasonably predictable hours of work.</p> <p>(b) The terms of this award will apply to part-time employees on a pro rata basis on the basis that the ordinary weekly hours of work for full-time employees are 38.</p> <p>(c) Before commencing employment, the employer and the employee will agree in writing on a regular pattern of work including the number of hours to be worked each week, the days of the week the employee will work and the starting and finishing times each day.</p>	<p>9. Full-time employment</p> <p>A full-time employee is engaged to work 38 hours per week or an average of 38 hours per week.</p> <p>10. Part-time employment</p> <p>10.1 A part-time employee is engaged to work less than 38 hours per week or an average of less than 38 hours per week and has reasonably predictable hours of work.</p> <p>10.2 The terms of this award will apply to part-time employees pro rata on the basis that the ordinary weekly hours of work for full-time employees are 38.</p> <p>10.3 Before commencing employment, the employer and the employee will agree in writing on a regular pattern of work including the number of hours to be worked each week, the days of the week the employee will work and the starting and finishing times each day. Any agreed variation to the regular pattern of work will be recorded in writing.</p>

Any agreed variation to the regular pattern of work will be recorded in writing.	
<p>10.4 Casual employment</p> <p>(a) A casual employee is one who is engaged and paid as such but will not include a part-time or full-time employee.</p> <p>(b) A casual employee will be paid per hour calculated at the rate of 1/38th of the weekly rate appropriate to the employee's classification. In addition, a loading of 25% of that rate will be paid instead of the paid leave entitlements accrued by full-time employees.</p> <p>(c) Casual employees will be paid the following minimum number of hours, at the appropriate rate, for each engagement:</p> <p>(i) social and community services employees except when undertaking disability services work—3 hours;</p> <p>(ii) home care employees—1 hour; or</p> <p>(iii) all other employees—2 hours.</p>	<p>11. Casual employment</p> <p>11.1 A casual employee is an employee who is engaged and paid as a casual employee and is not a part-time or full-time employee.</p> <p>11.2 A casual employee will be paid the minimum hourly rate appropriate to the employee's classification. In addition, a loading of 25% of that rate will be paid instead of the paid leave entitlements accrued by full-time employees.</p> <p>11.3 For each engagement, a casual employee must be paid for the following minimum number of hours at the appropriate rate:</p> <p>(a) social and community services employees except when undertaking disability services work—3 hours;</p> <p>(b) home care employees—1 hour; or</p> <p>(c) all other employees—2 hours.</p>
<p>11. Termination of employment</p> <p><i>Provision not reproduced - no change</i></p> <p>...</p>	<p>30. Termination of employment</p> <p><i>Provision not reproduced - no change</i></p> <p>...</p>
<p>11.3 Job search entitlement</p> <p><i>Clauses 11.3 and 12.4 moved to clause 34</i></p>	<p><i>Clauses 11.3 and 12.4 moved to clause 34</i></p>

<p>12. Redundancy</p> <p><i>Provision not reproduced - no change other than renumbering of clause and clause titles</i></p> <p>12.2 Transfer to lower paid duties</p> <p>12.3 Employee leaving during notice period</p> <p>12.4 Job search entitlement</p>	<p>31. Redundancy</p> <p><i>Provision not reproduced - no change other than renumbering of clause and clause titles</i></p> <p>32. Transfer to lower paid duties on redundancy</p> <p>33. Employee leaving during redundancy notice period</p> <p>34. Job search entitlement</p>
<p>12.5 Transitional provisions – NAPSA employees</p>	<p><i>Transitional provisions removed – obsolete</i></p>
<p>12.6 Transitional provisions – Division 2B State employees</p>	
<p>12.7 Small employers</p>	
<p>Part 4—Minimum Wages and Related Matters</p> <p>13. Classifications</p> <p>13.1 The definitions for the classification levels in clauses 15 to 17 are contained in Schedule B to Schedule E.</p> <p>13.2 Employers must advise their employees in writing of their classification upon commencement and of any subsequent changes to their classification.</p> <p>13.3 Progression</p> <p>(a) At the end of each 12 months' continuous employment, an employee will be eligible for progression from one pay point to the next within a level if the employee has demonstrated competency and satisfactory performance over a minimum period of 12 months at each level within the level and:</p> <p>(i) the employee has acquired and satisfactorily used new or enhanced skills within the ambit of the classification, if required by the employer; or</p> <p>(ii) where an employer has adopted a staff development and</p>	<p><i>Provision moved to Part 2</i></p> <p>12. Classifications</p> <p>12.1 The definitions for the classification levels in clauses 16.1 to 16.3 are contained in Schedule A to Schedule D.</p> <p>12.2 The employer must advise employees in writing of their classification upon commencement and of any subsequent changes to their classification.</p> <p>12.4 Progression</p> <p>(a) At the end of each 12 months' continuous employment, an employee will be eligible for progression from one pay point to the next within a level if the employee has demonstrated competency and satisfactory performance over a minimum period of 12 months at each level within the level and:</p> <p>(i) the employee has acquired and satisfactorily used new or enhanced skills within the ambit of the classification, if required by the employer; or</p> <p>(ii) where the employer has adopted a staff development and performance appraisal scheme and has determined that the</p>

<p>performance appraisal scheme and has determined that the employee has demonstrated satisfactory performance for the prior 12 months' employment.</p> <p>(b) Movement to a higher classification will only occur by way of promotion or re-classification.</p>	<p>employee has demonstrated satisfactory performance for the prior 12 months' employment.</p> <p>(b) Movement to a higher classification will only occur by way of promotion or re-classification.</p>
<p>14. Salary Packaging</p> <p>Where agreed between the employer and a full-time or part-time employee, an employer may introduce remuneration packaging in respect of salary, as provided for in clauses 15 to 17. The terms and conditions of such a package must not, when viewed objectively, be less favourable than the entitlements otherwise available under this award.</p>	<p>16.5 Salary packaging</p> <p>(a) Where agreed between the employer and a full-time or part-time employee, an employer may introduce remuneration packaging in respect of salary, as provided for in clauses 16.1 to 16.3.</p> <p>(b) The terms and conditions of such a package must not, when viewed objectively, be less favourable than the entitlements otherwise available under this award.</p>
<p>15. Minimum weekly wages for social and community services employees and crisis accommodation employees</p> <p>NOTE: 1. A transitional pay equity order taken to have been made pursuant to item 30A of Schedule 3A to the <i>Fair Work (Transitional Provisions and Consequential Amendments) Act 2009</i> (Cth) has effect in accordance with that item. Transitional pay equity orders operate in Queensland as provided for in items 30A (6) and (7).</p> <p>2. An equal remuneration order [PR525485] also applies to employees in the classifications in Schedule B and Schedule C of this modern award.</p>	<p>16. Minimum wages</p> <p>16.1 Minimum wages—social and community services employees and crisis accommodation employees</p> <p>NOTES: 1. A transitional pay equity order taken to have been made pursuant to item 30A of Schedule 3A to the <i>Fair Work (Transitional Provisions and Consequential Amendments) Act 2009</i> (Cth) has effect in accordance with that item. Transitional pay equity orders operate in Queensland as provided for in items 30A (6) and (7).</p> <p>2. An equal remuneration order [PR525485] also applies to employees in the classifications in Schedule A and Schedule B of this modern award.</p>

15.1	Social and community services employee level 1	Per week
		\$
	Pay point 1	714.40
	Pay point 2	738.40
	Pay point 3	764.90
15.2	Social and community services employee level 2	Per week
		\$
	Pay point 1	764.90
	Pay point 2	788.80
	Pay point 3	812.80
	Pay point 4	834.60
15.3	Social and community services employee level 3	Per week
	Crisis accommodation employee level 1	\$
	Pay point 1 (associate diploma/advanced certificate)	834.60
	Pay point 2	858.60
	Pay point 3 (3 year degree)	876.90
	Pay point 4 (4 year degree)	894.80
15.4	Social and community services employee level 4	Per week
	Crisis accommodation employee level 2	\$
	Pay point 1	918.80
	Pay point 2	942.80
	Pay point 3	967.00
	Pay point 4	988.60

An employer must pay employees the following minimum wages for ordinary hours worked by the employee:

Classification	Minimum weekly rate	Minimum hourly rate
	\$	\$
Social and community services employee level 1		
Pay point 1	714.40	18.80
Pay point 2	738.40	19.43
Pay point 3	764.90	20.13
Social and community services employee level 2		
Pay point 1	764.90	20.13
Pay point 2	788.80	20.76
Pay point 3	812.80	21.39
Pay point 4	834.60	21.96
Social and community services employee level 3		
Crisis accommodation employee level 1		
Pay point 1	834.60	21.96
Pay point 2	858.60	22.59
Pay point 3	876.90	23.08
Pay point 4	894.80	23.55
Social and community services employee level 4		
Crisis accommodation employee level 2		
Pay point 1	918.80	24.18
Pay point 2	942.80	24.81
Pay point 3	967.00	25.45
Pay point 4	988.60	26.02

15.5	Social and community services employee level 5	
	Crisis accommodation employee level 3	
		Per week
		\$
	Pay point 1	1012.70
	Pay point 2	1034.40
	Pay point 3	1058.50
15.6	Social and community services employee level 6	
	Crisis accommodation employee level 4	
		Per week
		\$
	Pay point 1	1082.60
	Pay point 2	1106.60
	Pay point 3	1130.60
15.7	Social and community services employee level 7	
		Per week
		\$
	Pay point 1	1154.60
	Pay point 2	1178.80
	Pay point 3	1202.80
15.8	Social and community services employee level 8	
		Per week
		\$
	Pay point 1	1226.70
	Pay point 2	1250.70
	Pay point 3	1274.90

Social and community services employee level 5		
Crisis accommodation employee level 3		
Pay point 1	1,012.70	26.65
Pay point 2	1,034.40	27.22
Pay point 3	1,058.50	27.86
Social and community services employee level 6		
Crisis accommodation employee level 4		
Pay point 1	1,082.60	28.49
Pay point 2	1,106.60	29.12
Pay point 3	1,130.60	29.75
Social and community services employee level 7		
Pay point 1	1,154.60	30.38
Pay point 2	1,178.80	31.02
Pay point 3	1,202.80	31.65
Social and community services employee level 8		
Pay point 1	1,226.70	32.28
Pay point 2	1,250.70	32.91
Pay point 3	1,274.90	33.55

16. Minimum weekly wages for family day care employees	
16.1 Family day care employee level 1	
	Per week
	\$
Pay point 1	715.20
Pay point 2	739.20
Pay point 3	766.00
Pay point 4	791.90
16.2 Family day care employee level 2	
	Per week
	\$
Pay point 1	814.40
Pay point 2	841.00
Pay point 3	867.60
Pay point 4	888.20
16.3 Family day care employee level 3	
	Per week
	\$
Pay point 1	910.80
Pay point 2	939.30
Pay point 3	968.10
Pay point 4	994.70
16.4 Family day care employee level 4	
	Per week
	\$
Pay point 1	1023.40
Pay point 2	1034.20
Pay point 3	1058.30
Pay point 4	1076.00

16.2 Minimum wages—family day care employees		
An employer must pay employees the following minimum wages for ordinary hours worked by the employee:		
Classification	Minimum weekly rate \$	Minimum hourly rate \$
Level 1		
Pay point 1	715.20	18.82
Pay point 2	739.20	19.45
Pay point 3	766.00	20.16
Pay point 4	791.90	20.84
Level 2		
Pay point 1	814.40	21.43
Pay point 2	841.00	22.13
Pay point 3	867.60	22.83
Pay point 4	888.20	23.37
Level 3		
Pay point 1	910.80	23.97
Pay point 2	939.30	24.72
Pay point 3	968.10	25.48
Pay point 4	994.70	26.18
Level 4		
Pay point 1	1,023.40	26.93
Pay point 2	1,034.20	27.22
Pay point 3	1,058.30	27.85
Pay point 4	1,076.00	28.32

<p>16.5 Family day care employee level 5</p> <table border="1"> <thead> <tr> <th></th> <th style="text-align: center;">Per week \$</th> </tr> </thead> <tbody> <tr> <td>Pay point 1</td> <td style="text-align: right;">1152.70</td> </tr> <tr> <td>Pay point 2</td> <td style="text-align: right;">1184.80</td> </tr> <tr> <td>Pay point 3</td> <td style="text-align: right;">1217.00</td> </tr> <tr> <td>Pay point 4</td> <td style="text-align: right;">1249.10</td> </tr> </tbody> </table>		Per week \$	Pay point 1	1152.70	Pay point 2	1184.80	Pay point 3	1217.00	Pay point 4	1249.10	<table border="1"> <thead> <tr> <th colspan="3" style="text-align: left;">Level 5</th> </tr> </thead> <tbody> <tr> <td>Pay point 1</td> <td style="text-align: right;">1,152.70</td> <td style="text-align: right;">30.33</td> </tr> <tr> <td>Pay point 2</td> <td style="text-align: right;">1,184.80</td> <td style="text-align: right;">31.18</td> </tr> <tr> <td>Pay point 3</td> <td style="text-align: right;">1,217.00</td> <td style="text-align: right;">32.03</td> </tr> <tr> <td>Pay point 4</td> <td style="text-align: right;">1,249.10</td> <td style="text-align: right;">32.87</td> </tr> </tbody> </table>	Level 5			Pay point 1	1,152.70	30.33	Pay point 2	1,184.80	31.18	Pay point 3	1,217.00	32.03	Pay point 4	1,249.10	32.87																		
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<p>17. Minimum weekly wages for disability services employees</p> <p>17. Minimum weekly wages for home care employees NOTE: A transitional pay equity order taken to have been made pursuant to item 30A of Schedule 3A to the <i>Fair Work (Transitional Provisions and Consequential Amendments) Act 2009</i> (Cth) has effect in accordance with that item. Transitional pay equity orders operate in Queensland as provided for in items 30A (6) and (7).</p> <p>17.1 Home care employee level 1</p> <table border="1"> <thead> <tr> <th></th> <th style="text-align: center;">Per week \$</th> </tr> </thead> <tbody> <tr> <td>Pay point 1</td> <td style="text-align: right;">707.00</td> </tr> </tbody> </table> <p>17.2 Home care employee level 2</p> <table border="1"> <thead> <tr> <th></th> <th style="text-align: center;">Per week \$</th> </tr> </thead> <tbody> <tr> <td>Pay point 1</td> <td style="text-align: right;">749.50</td> </tr> <tr> <td>Pay point 2</td> <td style="text-align: right;">754.60</td> </tr> </tbody> </table> <p>17.3 Home care employee level 3</p> <table border="1"> <thead> <tr> <th></th> <th style="text-align: center;">Per week \$</th> </tr> </thead> <tbody> <tr> <td>Pay point 1 (certificate 3)</td> <td style="text-align: right;">764.90</td> </tr> <tr> <td>Pay point 2</td> <td style="text-align: right;">788.40</td> </tr> </tbody> </table>		Per week \$	Pay point 1	707.00		Per week \$	Pay point 1	749.50	Pay point 2	754.60		Per week \$	Pay point 1 (certificate 3)	764.90	Pay point 2	788.40	<p>16.3 Minimum wages—home care employees</p> <p>NOTE: A transitional pay equity order taken to have been made pursuant to item 30A of Schedule 3A to the <i>Fair Work (Transitional Provisions and Consequential Amendments) Act 2009</i> (Cth) has effect in accordance with that item. Transitional pay equity orders operate in Queensland as provided for in items 30A (6) and (7).</p> <p>An employer must pay employees the following minimum wages for ordinary hours worked by the employee:</p> <table border="1"> <thead> <tr> <th style="text-align: center;">Classification</th> <th style="text-align: center;">Minimum weekly rate \$</th> <th style="text-align: center;">Minimum hourly rate \$</th> </tr> </thead> <tbody> <tr> <td colspan="3">Level 1</td> </tr> <tr> <td>Pay point 1</td> <td style="text-align: right;">707.00</td> <td style="text-align: right;">18.61</td> </tr> <tr> <td colspan="3">Level 2</td> </tr> <tr> <td>Pay point 1</td> <td style="text-align: right;">749.50</td> <td style="text-align: right;">19.72</td> </tr> <tr> <td>Pay point 2</td> <td style="text-align: right;">754.60</td> <td style="text-align: right;">19.86</td> </tr> <tr> <td colspan="3">Level 3</td> </tr> <tr> <td>Pay point 1</td> <td style="text-align: right;">764.90</td> <td style="text-align: right;">20.13</td> </tr> <tr> <td>Pay point 2</td> <td style="text-align: right;">788.40</td> <td style="text-align: right;">20.75</td> </tr> </tbody> </table>	Classification	Minimum weekly rate \$	Minimum hourly rate \$	Level 1			Pay point 1	707.00	18.61	Level 2			Pay point 1	749.50	19.72	Pay point 2	754.60	19.86	Level 3			Pay point 1	764.90	20.13	Pay point 2	788.40	20.75
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<p>17.4 Home care employee level 4</p> <table border="0" style="margin-left: 20px;"> <tr> <td></td> <td style="text-align: right;">Per week</td> </tr> <tr> <td></td> <td style="text-align: right;">\$</td> </tr> <tr> <td>Pay point 1</td> <td style="text-align: right;">834.50</td> </tr> <tr> <td>Pay point 2</td> <td style="text-align: right;">851.10</td> </tr> </table> <p>17.5 Home care employee level 5</p> <table border="0" style="margin-left: 20px;"> <tr> <td></td> <td style="text-align: right;">Per week</td> </tr> <tr> <td></td> <td style="text-align: right;">\$</td> </tr> <tr> <td>Pay point 1 (degree or diploma)</td> <td style="text-align: right;">894.60</td> </tr> <tr> <td>Pay point 2</td> <td style="text-align: right;">930.00</td> </tr> </table>		Per week		\$	Pay point 1	834.50	Pay point 2	851.10		Per week		\$	Pay point 1 (degree or diploma)	894.60	Pay point 2	930.00	<table border="1" style="margin-left: 20px;"> <tr> <td colspan="3">Level 4</td> </tr> <tr> <td>Pay point 1</td> <td style="text-align: center;">834.50</td> <td style="text-align: center;">21.96</td> </tr> <tr> <td>Pay point 2</td> <td style="text-align: center;">851.10</td> <td style="text-align: center;">22.40</td> </tr> <tr> <td colspan="3">Level 5</td> </tr> <tr> <td>Pay point 1</td> <td style="text-align: center;">894.60</td> <td style="text-align: center;">23.54</td> </tr> <tr> <td>Pay point 2</td> <td style="text-align: center;">930.00</td> <td style="text-align: center;">24.47</td> </tr> </table>	Level 4			Pay point 1	834.50	21.96	Pay point 2	851.10	22.40	Level 5			Pay point 1	894.60	23.54	Pay point 2	930.00	24.47
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<p>18. Supported wage system</p> <p>See Schedule F</p>	<p>16.7 Supported wage system</p> <p>For employees who because of the effects of a disability are eligible for a supported wage, see Schedule G—Supported Wage System.</p>																																		
<p>19. National Training Wage</p> <p>See Schedule G</p>	<p>16.8 National Training Wage</p> <p>For employees undertaking a traineeship, see Schedule H—National Training Wage.</p>																																		
<p>20. Allowances</p> <p>20.1 Adjustment of expense related allowances</p> <p>(a) At the time of any adjustment to the standard rate, 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.</p> <p>(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:</p>	<p>F.2.1 Adjustment of expense-related allowances</p> <p>(a) At the time of any adjustment to the standard rate, 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.</p> <p>(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:</p>																																		

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<p>20.2 Clothing and equipment</p> <p>(a) Employees required by the employer to wear uniforms will be supplied with an adequate number of uniforms appropriate to the occupation free of cost to employees. Such items are to remain the property of the employer and be laundered and maintained by the employer free of cost to the employee.</p> <p>(b) 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 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 or part thereof on duty or \$1.49 per week, whichever is the lesser amount.</p> <p>(c) The uniform allowance, but not the laundry allowance, will be paid during all absences on paid leave, except absences on long service leave and absence on personal/carer's leave beyond 21 days. Where, prior to the taking of leave, an employee was paid a uniform allowance other than at the weekly rate, the rate to be paid during absence on leave will be the average of the allowance paid during the four weeks immediately preceding the taking of leave.</p>	<p>17.3 Expense-related allowances</p> <p>(a) Clothing and equipment</p> <p>(i) Where the employer requires an employee to wear a uniform, the employer must:</p> <ul style="list-style-type: none"> • supply the employee with an adequate number of uniforms appropriate to the occupation; and • launder and maintain the uniforms. <p>(ii) Any uniforms provided by the employer to an employee remain the property of the employer and must be provided to the employee free of charge.</p> <p>(iii) Uniform allowance</p> <p>Instead of providing uniforms to employees under clause 17.3(a)(i), the employer and employee may agree that the employer will pay the employee the lesser of:</p> <ul style="list-style-type: none"> • \$1.23 per shift or part shift on duty; and • \$6.24 per week. 																				

<p>(d) Where an employer requires an employee to wear rubber gloves, special clothing or where safety equipment is required for the work performed by an employee, the employer must reimburse the employee for the cost of purchasing such special clothing or safety equipment, except where such clothing or equipment is provided by the employer.</p>	<p>Laundry allowance</p> <p>Where the uniform is not laundered by or at the expense of the employer, the employee will be paid the lesser of:</p> <ul style="list-style-type: none"> • \$0.32 per shift or part shift on duty; and • \$1.49 per week. <p>(v) The uniform allowance, but not the laundry allowance, will be paid during all absences on paid leave, except absences on long service leave and absence on personal/carer's leave beyond 21 days.</p> <p>(vi) Where, prior to the taking of leave, an employee was paid a uniform allowance other than at the weekly rate, the rate to be paid during absence on leave will be the average of the allowance paid during the four weeks immediately preceding the taking of leave.</p> <p>(vii) Where an employer requires an employee to wear rubber gloves, special clothing or where safety equipment is required for the work performed by an employee, the employer must provide the special clothing or safety equipment or reimburse the employee for the cost of purchasing the special clothing or safety equipment.</p>
<p>20.3 Meal allowances</p> <p>(a) An employee will be supplied with an adequate meal where an employer has adequate cooking and dining facilities or be paid a meal allowance of \$12.21 in addition to any overtime payment as follows:</p> <ul style="list-style-type: none"> (i) when required to work more than one hour after the usual finishing hour of work or, in the case of shiftworkers, when the overtime work on any shift exceeds one hour; and (ii) provided that where such overtime work exceeds four hours a further meal allowance of \$12.21 will be paid. 	<p>(b) Meal allowances</p> <p>(i) Where an employee is required to work at least one hour past the usual finishing time or, in the case of shiftworkers, where overtime work on any shift is more than one hour, the employee must be paid:</p> <ul style="list-style-type: none"> • a meal allowance of \$12.21; and • if the overtime work exceeds four hours, another meal allowance of \$12.21. <p>(ii) The allowances in clause 17.3(b)(i) must be paid in addition to any overtime payments.</p>

<p>(b) Clause 20.3(a) will not apply when an employee could reasonably return home for a meal within the meal break.</p> <p>(c) On request, meal allowance will be paid on the same day as overtime is worked.</p>	<p>(iii) Clause 17.3(b)(i) will not apply when:</p> <ul style="list-style-type: none"> • the employee could reasonably return home for a meal within the meal break; or • the employer has adequate cooking and dining facilities and provides the employee with an adequate meal. <p>(iv) If requested by the employee, the meal allowance will be paid on the same day as the overtime is worked.</p>
<p>20.4 First aid allowance</p> <p>(a) First aid allowance—full-time employees</p> <p>A weekly first aid allowance of 1.67% of the standard rate per week will be paid to a full-time employee where:</p> <ul style="list-style-type: none"> (i) an employee is required by the employer to hold a current first aid certificate; and (ii) an employee, other than a home care employee, is required by their employer to perform first aid at their workplace; or (iii) 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. <p>(b) First aid allowance—casual and part-time employees</p> <p>The first aid allowance in 20.4(a) will apply to eligible part time and casual employees on a pro rata basis on the basis that the ordinary weekly hours of work for full-time employees are 38.</p>	<p>17.2 Wage-related allowances</p> <p>(a) First aid allowance—full-time employees</p> <p>A first aid allowance of \$14.64 per week must be paid to a full-time employee who is required by the employer to hold a current first aid certificate and:</p> <ul style="list-style-type: none"> (i) in the case of an employee other than a home care employee—is required by their employer to perform first aid at their workplace; or (ii) in the case of 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. <p>(b) First aid allowance—casual and part-time employees</p> <p>The first aid allowance in 17.2(a) will apply to eligible part-time and casual employees pro rata on the basis that the ordinary weekly hours of work for full-time employees are 38.</p>
<p>20.5 Travelling, transport and fares</p> <p>(a) Where an employee is required and authorised by their employer to use their motor vehicle in the course of their duties, the employee is entitled to be reimbursed at the rate of \$0.78 per kilometre.</p>	<p><i>Provision moved to clause 17.3—Expense-related allowances</i></p> <p>(c) Travelling, transport and fares</p> <p>(i) An employee required and authorised by the employer to use their motor vehicle in the course of their duties is entitled to be reimbursed at the rate of \$0.78 per kilometre.</p>

<p>(b) When an employee is involved in travelling on duty, if the employer cannot provide the appropriate transport, all reasonably incurred expenses in respect to fares, meals and accommodation will be met by the employer on production of receipted account(s) or other evidence acceptable to the employer.</p> <p>(c) Provided that the employee will not be entitled to reimbursement for expenses referred to in clause 20.5(b) which exceed the mode of transport, meals or the standard of accommodation agreed with the employer for these purposes.</p> <p>(d) An employee required to stay away from home overnight will be reimbursed the cost of reasonable accommodation and meals. Reasonable proof of costs so incurred is to be provided to the employer by the employee.</p>	<p>(ii) When an employee is involved in travelling on duty, and the employer cannot provide appropriate transport, all reasonably incurred expenses relating to fares, meals and accommodation will be paid for by the employer. The employer will reimburse the employee upon production of receipted account(s) or other evidence acceptable to the employer.</p> <p>(iii) An employee is not be entitled to reimbursement for expenses incurred under clause 17.3(c)(ii) if the expenses incurred exceed the mode of transport, meals or standard of accommodation that was agreed to with the employer.</p> <p>(iv) An employee required to stay away from home overnight will be reimbursed the cost of reasonable accommodation and meals. Reasonable proof of costs incurred is to be provided to the employer by the employee.</p>
<p>20.6 Telephone allowance</p> <p>Where the employer requires an employee to install and/or maintain a telephone for the purpose of being on call, the employer will refund the installation costs and the subsequent rental charges on production of receipted accounts.</p>	<p><i>Provision moved to clause 17.3–Expense-related allowances</i></p> <p>(d) Telephone allowance</p> <p>Where the employer requires an employee to install and/or maintain a telephone for the purpose of being on call, the employer will refund the installation costs and the subsequent rental charges on production of receipted accounts.</p>
<p>20.7 Heat allowance</p> <p>(a) Where work continues for more than two hours in temperatures exceeding 46 degrees Celsius employees will be entitled to 20 minutes rest after every two hours' work without deduction of pay.</p> <p>(b) It will be the responsibility of the employer to ascertain the temperature.</p> <p>(c) The following amounts will be paid to employees employed at their current place of work prior to 8 August 1991, in the prescribed circumstances in addition to any other amounts specified elsewhere in this award. Where an employee works for more than one hour in</p>	<p><i>Provision moved to clause 17.2–Wage-related allowances</i></p> <p>(c) Heat allowance</p> <p>(i) Where work continues for more than two hours in temperatures exceeding 46 degrees Celsius employees will be entitled to a paid 20 minutes rest break after every two hours' work.</p> <p>(ii) It will be the responsibility of the employer to ascertain the temperature.</p> <p>(iii) An employee who was employed at their current place of work prior to 8 August 1991 must be paid the following allowance if the employee works for more than one hour in the shade in</p>

<p>the shade in places where the temperature is raised by artificial means and:</p> <p>(i) exceeds 40 degrees Celsius but does not exceed 46 degrees Celsius—0.05% of the standard rate per hour or part thereof; or</p> <p>(ii) exceeds 46 degrees Celsius—0.06% of standard rate per hour or part thereof.</p>	<p>places where the temperature is raised by artificial means:</p> <ul style="list-style-type: none"> • where the temperature exceeds 40 degrees Celsius but does not exceed 46 degrees Celsius—\$0.44 per hour or part thereof; or • where the temperature exceeds 46 degrees Celsius—\$0.53 per hour or part thereof.
<p>20.8 Board and lodging</p> <p>Where the employer provides board and lodging, the wage rates prescribed in this award will be reduced by the following amounts per week:</p> <p>(a) employees receiving full adult rate of pay—\$23.79; or</p> <p>(b) where the employee buys their meals at ruling cafeteria rates, by an additional amount of—\$14.81.</p>	<p><i>Provision moved to clause 17.3—Expense-related allowances</i></p> <p>(e) Board and lodging</p> <p>Where the employer provides board and lodging, the wage rates prescribed in this award will be reduced by the following amounts per week:</p> <p>(i) employees receiving full adult rate of pay—\$23.79; or</p> <p>(ii) where the employee buys their meals at ruling cafeteria rates, by an additional amount of—\$14.81.</p>
<p>20.9 On call allowance</p> <p>(a) An employee required by the employer to be on call (i.e. available for recall to duty) will be paid an allowance of 2.0% of the standard rate in respect to any 24 hour period or part thereof during the period from the time of finishing ordinary duty on Monday to the time of finishing ordinary duty on Friday.</p> <p>(b) The allowance will be 3.96% of the standard rate in respect of any other 24 hour period or part thereof, or any public holiday or part thereof.</p>	<p><i>Provision moved to clause 17.2—Wage-related allowances</i></p> <p>(d) On call allowance</p> <p>(i) An employee required by the employer to be on call (i.e. available for recall to duty) will be paid an allowance of \$17.54 for any 24 hour period or part thereof during the period from the time of finishing ordinary duty on Monday to the time of finishing ordinary duty on Friday.</p> <p>(ii) The allowance will be \$34.73 in respect of any other 24 hour period or part thereof, or any public holiday or part thereof.</p>
<p>21. District allowances</p>	<p><i>Transitional provision - clause removed - obsolete</i></p>
<p>22. Accident pay</p>	<p><i>Transitional provisions removed – obsolete</i></p>

<p>23. Superannuation</p> <p><i>Provision not reproduced - no change</i></p>	<p>18. Superannuation</p> <p><i>Provision not reproduced - no change</i></p>
<p>24. Payment of wages</p> <p>Wages will be paid weekly or fortnightly by cash, cheque or electronic funds transfer into the bank or financial institution account nominated by the employee.</p>	<p>16.4 Payment of wages</p> <p>Wages will be paid weekly or fortnightly by cash, cheque or electronic funds transfer into the bank or financial institution account nominated by the employee.</p> <p>NOTE: Regulations 3.33(3) and 3.46(1)(g) of 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.</p>
<p>Part 5—Hours of Work and Related Matters</p> <p>25. Ordinary hours of work and rostering</p> <p>25.1 Ordinary hours of work</p> <p>(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:</p> <p>(i) in a week of five days in shifts not exceeding eight hours each;</p> <p>(ii) in a fortnight of 76 hours in 10 shifts not exceeding eight hours each; or</p> <p>(iii) in a four week period of 152 hours to be worked as 19 shifts of eight hours each, subject to practicality.</p> <p>(b) By agreement, the ordinary hours in clause 25.1(a) may be worked up to 10 hours per shift.</p> <p>25.2 Span of hours</p> <p>(a) Day worker</p> <p>The ordinary hours of work for a day worker will be worked between 6.00 am and 8.00 pm Monday to Sunday.</p>	<p>Part 3—Hours of Work</p> <p>13. Ordinary hours of work</p> <p>13.1 Ordinary hours</p> <p>(a) The ordinary hours of work will be 38 hours per week or an average of 38 hours per week and are worked either:</p> <p>(i) in a week of five days in shifts not exceeding eight hours each;</p> <p>(ii) in a fortnight of 76 hours in 10 shifts not exceeding eight hours each; or</p> <p>(iii) in a four week period of 152 hours to be worked as 19 shifts of eight hours each, subject to practicality.</p> <p>(b) By agreement, the ordinary hours in clause 13.1(a) may be worked up to 10 hours per shift.</p> <p>13.2 Span of hours</p> <p>(a) Day worker</p> <p>The ordinary hours of work for a day worker are worked between 6.00 am and 8.00 pm, Monday to Sunday.</p> <p>(b) Shiftworker</p>

<p>(b) Shiftworker</p> <p>A shiftworker is an employee who works shifts in accordance with clause 29—Shiftwork.</p>	<p>The ordinary hours of work for a shiftworker are worked in accordance with clause 20.2.</p>
<p>25.3 Rostered days off</p> <p>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.</p> <p>25.4 Rest breaks between rostered work</p> <p>(a) An employee will be allowed a break of not less than 10 hours between the end of one shift or period of work and the start of another;</p> <p>(b) Notwithstanding the provisions of subclause (a), by agreement between the employee and the employer, the break between:</p> <p>(i) the end of a shift and the commencement of a shift contiguous with the start of a sleepover; or</p> <p>(ii) a shift commencing after the end of a shift contiguous with a sleepover</p> <p>may not be less than eight hours.</p>	<p>14. Rostering arrangements</p> <p>14.1 Rostered days off</p> <p>(a) An employee, other than a casual employee, will be free from duty for at least:</p> <p>(i) two full days in each week;</p> <p>(ii) four full days in each fortnight; or</p> <p>(iii) eight full days in each 28 day cycle.</p> <p>(b) Where practicable, rostered days off will be consecutive.</p> <p>14.2 Rest breaks between rostered work</p> <p>(a) An employee will be allowed a break of no less than 10 hours between the end of one shift or period of work and the start of another.</p> <p>(b) By agreement between the employee and the employer, the break may be no less than eight hours despite 14.2(a) where the break is between:</p> <p>(i) the end of a shift and the commencement of a shift incorporating a start of a sleepover; or</p> <p>(ii) a shift commencing after the end of a shift incorporating a sleepover.</p>
<p>25.5 Rosters</p> <p>(a) The ordinary hours of work for each employee will be displayed on a fortnightly roster in a place conveniently accessible to employees. The roster will be posted at least two weeks before the commencement of the roster period.</p>	<p>14.3 Rosters</p> <p>(a) The ordinary hours of work for each employee will be displayed on a fortnightly roster in a place conveniently accessible to employees.</p> <p>(b) The roster will be posted at least two weeks before the commencement of the roster period.</p>

<p>(b) Rostering arrangements and changes to rosters may be communicated by telephone, direct contact, mail, email or facsimile.</p> <p>(c) It is not obligatory for the employer to display any roster of the ordinary hours of work of casual or relieving staff.</p> <p>(d) Change in roster</p> <p>(i) Seven days' notice will be given of a change in a roster.</p> <p>(ii) However, a roster may be altered at any time 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.</p> <p>(iii) 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.</p> <p>(e) Where practicable, accrued days off (ADOs) will be displayed on the roster.</p> <p>(f) Client cancellation</p> <p>(i) Where a client cancels or changes the rostered home care service, an employee will be provided with notice of a change in roster by 5.00 pm the day prior and in such circumstances no payment will be made to the employee. If a full-time or part-time employee does not receive such notice, the employee will be entitled to receive payment for their minimum specified hours on that day.</p> <p>(ii) The employer may direct the employee to make-up time equivalent to the cancelled time, in that or the subsequent fortnightly period. This time may be made up working with other clients or in other areas of the employer's business providing the employee has the skill and competence to perform the work.</p>	<p>(c) Where practicable, accrued days off (ADOs) will be displayed on the roster.</p> <p>(d) Rostering arrangements and changes to rosters may be communicated by telephone, direct contact, mail, email or facsimile.</p> <p>(e) The employer is not required to display any roster of the ordinary hours of work of casual or relieving staff.</p> <p>(f) Change in roster</p> <p>(i) Subject to clauses 14.3(f)(ii) and 28, seven days' notice will be given of a change in a roster.</p> <p>(ii) A roster may be altered at any time 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.</p> <p>(iii) Clause 14.3(f) 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 in such a way 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.</p> <p>(g) Client cancellation</p> <p>(i) Where a client cancels or changes the rostered home care service, an employee will be provided with notice of a change in roster by 5.00 pm the day prior and in such circumstances no payment will be made to the employee.</p> <p>(ii) If a full-time or part-time employee does not receive the notice in clause 14.3(g)(i), the employee will be entitled to receive payment for their minimum specified hours on that day.</p> <p>(iii) The employer may direct the employee to make-up time equivalent to the cancelled time, in that or the next fortnightly period. This time may be made up working with other clients or in other areas of the employer's business providing the employee has the skill and competence to perform the work.</p>
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<p>25.6 Broken shifts</p> <p>This clause only applies to social and community services employees when undertaking disability services work and home care employees.</p> <p>(a) A broken shift means a shift worked by an employee that includes one or more breaks (other than a meal break) and where the span of hours is not more than 12 hours.</p> <p>(b) Payment for a broken shift will be at ordinary pay with penalty rates and shift allowances in accordance with clause 29—Shiftwork, with shift allowances being determined by the finishing time of the broken shift.</p> <p>(c) All work performed beyond the maximum span of 12 hours for a broken shift will be paid at double time.</p> <p>(d) An employee must receive a minimum break of 10 hours between broken shifts rostered on successive days.</p>	<p>14.4 Broken shifts</p> <p>(a) Clause 14.4 only applies to:</p> <p>(i) social and community services employees when undertaking disability services work; and</p> <p>(ii) home care employees.</p> <p>(b) Broken shift means a shift worked by an employee that includes one or more breaks (other than a meal break) and where the span of hours is not more than 12 hours.</p> <p>(c) Payment for a broken shift will be at ordinary pay with penalty rates and shift allowances in accordance with clause 20.2—Shiftwork. Shift allowances will be determined by the finishing time of the broken shift.</p> <p>(d) All work performed beyond the maximum span of 12 hours for a broken shift will be paid at 200% of the minimum hourly rate.</p> <p>(e) An employee must receive a minimum break of 10 hours between broken shifts rostered on successive days.</p>
<p>25.7 Sleepovers</p> <p>(a) A sleepover means when an employer requires an employee to sleep 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.</p> <p>(b) The provisions of 25.5 apply for a sleepover. An employee may refuse a sleepover in the circumstances contemplated in 25.5(d)(i) but only with reasonable cause.</p> <p>(c) The span for a sleepover will be a continuous period of eight hours. Employees will be provided with a separate room with a bed, use of appropriate facilities (including staff facilities where these exist) and free board and lodging for each night when the employee sleeps over.</p>	<p>14.5 Sleepovers</p> <p>(a) Sleepover means when an employer requires an employee to sleep 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 14.6 or an excursion pursuant to clause 14.7.</p> <p>(b) The provisions of clause 14.3 apply for a sleepover. An employee may refuse a sleepover in the circumstances outlined in 14.3(f)(i) but only with reasonable cause.</p> <p>(c) The span for a sleepover will be a continuous period of eight hours.</p> <p>(d) Employees will be provided with:</p> <p>(i) a separate room with a bed;</p>

<ul style="list-style-type: none"> (d) The employee will be entitled to a sleepover allowance of 4.9% of the standard rate for each night on which they sleep over. (e) In the event of the employee on sleepover being required to perform work during the sleepover period, the employee will be paid for the time worked at the prescribed overtime rate with a minimum payment as for one hour worked. Where such work exceeds one hour, payment will be made at the prescribed overtime rate for the duration of the work. (f) An employer may roster an employee to perform work immediately before and/or immediately after the sleepover period, but must roster the employee or pay the employee for at least four hours' work for at least one of these periods of work. The payment prescribed by 25.7(d) will be in addition to the minimum payment prescribed by this subclause. (g) The dispute resolution procedure in clause 9 of this Award applies to the sleepover provisions. 	<ul style="list-style-type: none"> (ii) use of appropriate facilities (including staff facilities where these exist); and (iii) free board and lodging for each night when the employee sleeps over. (e) The employee will be entitled to a sleepover allowance of \$42.97 for each night on which they sleep over. (f) If an employee is required to perform work during the sleepover period, the employee will be paid for the time worked at the prescribed overtime rate with a minimum payment as for one hour. Where such work exceeds one hour, payment will be made at the prescribed overtime rate for the duration of the work. (g) An employer may roster an employee to perform work immediately before and/or immediately after the sleepover period, but must roster the employee or pay the employee for at least four hours' work for at least one of these periods of work. The payment prescribed by clause 14.5(e) will be in addition to the minimum payment prescribed by this subclause. (h) Clause 29—Dispute resolution applies to the sleepover provisions.
<p>25.8 24 hour care</p> <p>This clause only applies to home care employees.</p> <ul style="list-style-type: none"> (a) A 24 hour care shift requires an employee to be available for duty in a client's home for a 24 hour period. During this period, the employee is required to provide the client with the services specified in the care plan. The employee is required to provide a total of no more than eight hours of care during this period. (b) The employee will normally have the opportunity to sleep during a 24 hour care shift and, where appropriate, a bed in a private room will be provided for the employee. (c) The employee engaged will be paid eight hours work at 155% of their appropriate rate for each 24 hour period. 	<p>14.6 24 hour care</p> <ul style="list-style-type: none"> (a) This clause only applies to home care employees. (b) A 24 hour care shift requires an employee to be available for duty in a client's home for a 24 hour period. (c) During a period of 24 hour care, the employee is required to provide the client with the services specified in the care plan for a total of no more than eight hours. (d) The employee will normally have the opportunity to sleep during a 24 hour care shift and, where appropriate, a bed in a private room will be provided for the employee. (e) The employee engaged will be paid for eight hours' work at 155% of the minimum hourly rate for their classification for each 24 hour period.

<p>25.9 Excursions</p> <p>Where an employee agrees to supervise clients in excursion activities involving overnight stays from home, the following provisions will apply:</p> <p>(a) Monday to Friday excursions</p> <p>(i) Payment at the ordinary rate of pay for time worked between the hours of 8.00 am to 6.00 pm Monday to Friday up to a maximum of 10 hours per day.</p> <p>(ii) The employer and employee may agree to accrual of time instead of overtime payment for all other hours.</p> <p>(iii) Payment of sleepover allowance in accordance with the provision of clause 25.7.</p> <p>(b) Weekend excursions</p> <p>Where an employee involved in overnight excursion activities is required to work on a Saturday and/or Sunday, the days worked in the two week cycle, including that weekend, will not exceed 10 days.</p>	<p>14.7 Excursions</p> <p>(a) Where an employee agrees to supervise clients in excursion activities involving overnight stays from home, the following provisions will apply:</p> <p>(b) Monday to Friday excursions</p> <p>(i) Payment at the minimum hourly rate of pay for time worked between the hours of 8.00 am to 6.00 pm, Monday to Friday, up to a maximum of 10 hours per day.</p> <p>(ii) The employer and employee may agree to accrual of time off instead of overtime payment for all other hours.</p> <p>(iii) Payment of sleepover allowance in accordance with the provision of clause 14.5.</p> <p>(c) Weekend excursions</p> <p>Where an employee involved in overnight excursion activities is required to work on a Saturday and/or Sunday, the days worked in the two week cycle, including that weekend, will not exceed 10 days.</p>
<p>26. Saturday and Sunday work</p> <p>Employees whose ordinary working hours include work on a Saturday and/or Sunday will be paid for ordinary hours worked between midnight on Friday and midnight on Saturday at the rate of time and a half, and for ordinary hours worked between midnight on Saturday and midnight on Sunday at the rate of double time. These extra rates will be in substitution for and not cumulative upon the shift premiums prescribed in clause 29—Shiftwork and the casual loading prescribed in clause 10.4(b), and are not applicable to overtime hours worked on a Saturday or a Sunday.</p>	<p>20. Penalty rates</p> <p>20.1 Saturday and Sunday work</p> <p>(a) Saturday</p> <p>Employees whose ordinary working hours include work on a Saturday will be paid 150% of the minimum hourly rate.</p> <p>(b) Sunday</p> <p>Employees whose ordinary working hours include work on a Sunday will be paid 200% of the minimum hourly rate.</p> <p>(c) These extra rates are:</p> <p>(i) in substitution for and not cumulative upon the shift premiums prescribed in clause 20.2—Shiftwork and the casual loading prescribed in clause 11.2; and</p> <p>(ii) not applicable to overtime worked on a Saturday or a Sunday.</p>

<p>27. Breaks</p> <p>27.1 Meal breaks</p> <p>(a) Each employee who works in excess of five hours will be entitled to an unpaid meal break of not less than 30 minutes and not more than 60 minutes duration, to be taken at a mutually agreed time after commencing work.</p> <p>(b) Where an employee is required to work during a meal break and continuously thereafter, they will be paid overtime for all time worked until the meal break is taken.</p> <p>(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, 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.</p> <p>27.2 Tea breaks</p> <p>(a) Every employee will be entitled to a paid 10 minute tea break in each four hours worked at a time to be agreed between the employer and employee.</p> <p>(b) Tea breaks will count as time worked.</p>	<p>15. Breaks</p> <p>15.1 Meal breaks</p> <p>(a) An employee who works more than five hours will be entitled to an unpaid meal break of between 30 and 60 minutes, to be taken at a mutually agreed time after commencing work.</p> <p>(b) Where an employee is required to work during a meal break and continuously thereafter, they will be paid overtime for all time worked until the meal break is taken.</p> <p>(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, they will be paid for the duration of the meal period at the ordinary rate of pay, and clause 15.1(a) does not apply. This paid meal break is to be counted as time worked.</p> <p>15.2 Tea breaks</p> <p>(a) An employee is entitled to a paid 10 minute tea break in each four hours worked at a time to be agreed between the employer and employee.</p> <p>(b) Tea breaks will count as time worked.</p>
<p>28. Overtime and penalty rates</p> <p>28.1 Overtime rates</p> <p>(a) Full-time employees</p> <p>A full-time employee will be paid the following payments for all work done in addition to their rostered ordinary hours on any day:</p> <p>(i) disability services, home care and day care employees—for all authorised overtime on Monday to Saturday, payment will be made at the rate of time and a half for the first two hours and double time thereafter;</p> <p>(ii) social and community services and crisis accommodation</p>	<p>Part 5—Overtime and Penalty Rates</p> <p>19. Overtime</p> <p>19.1 Overtime rates</p> <p>(a) Full-time employees</p> <p>(i) A full-time employee will be paid at the following rates for all authorised overtime performed in addition to their rostered ordinary hours on any day:</p>

<p>employees—for all authorised overtime on Monday to Saturday, payment will be made at the rate of time and a half for the first three hours and double time thereafter;</p> <p>(iii) for all authorised overtime on a Sunday, payment will be made at the rate of double time;</p> <p>(iv) for all authorised overtime on a public holiday, payment will be made at the rate of double time and a half; and</p> <p>(v) overtime rates under this clause will be in substitution for, and not cumulative upon, the shift premiums prescribed in clause 29—Shiftwork and Saturday and Sunday work premiums prescribed in clause 26—Saturday and Sunday work.</p>	<table border="1" data-bbox="1375 89 2112 954"> <thead> <tr> <th data-bbox="1375 89 1621 261">Employee</th> <th data-bbox="1621 89 1906 261">Period of overtime</th> <th data-bbox="1906 89 2112 261">% of employee's minimum hourly rate</th> </tr> </thead> <tbody> <tr> <td data-bbox="1375 261 1621 536" rowspan="2">Disability services, home care and family day care employees</td> <td data-bbox="1621 261 1906 400">Monday to Saturday—first two hours</td> <td data-bbox="1906 261 2112 400">150</td> </tr> <tr> <td data-bbox="1621 400 1906 536">Monday to Saturday—after two hours</td> <td data-bbox="1906 400 2112 536">200</td> </tr> <tr> <td data-bbox="1375 536 1621 815" rowspan="2">Social and community services and crisis accommodation employees</td> <td data-bbox="1621 536 1906 675">Monday to Saturday—first three hours</td> <td data-bbox="1906 536 2112 675">150</td> </tr> <tr> <td data-bbox="1621 675 1906 815">Monday to Saturday—after three hours</td> <td data-bbox="1906 675 2112 815">200</td> </tr> <tr> <td data-bbox="1375 815 1621 882">All employees</td> <td data-bbox="1621 815 1906 882">Sunday</td> <td data-bbox="1906 815 2112 882">200</td> </tr> <tr> <td data-bbox="1375 882 1621 954">All employees</td> <td data-bbox="1621 882 1906 954">Public holiday</td> <td data-bbox="1906 882 2112 954">250</td> </tr> </tbody> </table> <p>(ii) Overtime rates under this clause will be in substitution for, and not cumulative upon, the Saturday and Sunday work premiums prescribed in clause 20.1—Saturday and Sunday work and shift premiums prescribed in clause 20.2—Shiftwork.</p>	Employee	Period of overtime	% of employee's minimum hourly rate	Disability services, home care and family day care employees	Monday to Saturday—first two hours	150	Monday to Saturday—after two hours	200	Social and community services and crisis accommodation employees	Monday to Saturday—first three hours	150	Monday to Saturday—after three hours	200	All employees	Sunday	200	All employees	Public holiday	250
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<p>(b) Part-time employees and casual employees</p> <p>(i) All time worked by part-time or casual employees in excess of 38 hours per week or 76 hours per fortnight will be paid for at the rate of time and a half for the first two hours and double time thereafter, except that on Sundays such overtime will be paid for at the rate of double time and on public holidays at the rate of double time and a half.</p>	<p>(b) Part-time employees and casual employees</p> <p>(i) All time worked by part-time or casual employees in excess of 38 hours per week or 76 hours per fortnight will be paid for at the following rates:</p> <table border="1" data-bbox="1375 1358 2112 1458"> <thead> <tr> <th data-bbox="1375 1358 1733 1458">Shift</th> <th data-bbox="1733 1358 2112 1458">% of employee's minimum hourly rate</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> </tr> </tbody> </table>	Shift	% of employee's minimum hourly rate																	
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- (ii) All time worked by part-time or casual employees which exceeds 10 hours per day, will be paid at the rate of time and a half for the first two hours and double time thereafter, except on Sundays when overtime will be paid for at the rate of double time, and on public holidays at the rate of double time and a half.
- (iii) Time worked up to the hours prescribed in clause 28.1(b)(ii) will, subject to clause 28.1(b)(i), not be regarded as overtime and will be paid for at the ordinary rate of pay (including the casual loading in the case of casual employees).
- (iv) Overtime rates payable under this clause will be in substitution for and not cumulative upon:
 - (A) the shift premiums prescribed in clause 29—Shiftwork; and
 - (B) the casual loading prescribed in clause 10.4(b),
 and are not applicable to ordinary hours worked on a Saturday or a Sunday.

Monday to Saturday—first two hours	150
Monday to Saturday—after two hours	200
Sunday	200
Public holiday	250

- (ii) All time worked by part-time or casual employees which exceeds 10 hours per day, will be paid for at the following rates:

Shift	% of employee's minimum hourly rate
Monday to Saturday—first two hours	150
Monday to Saturday—after two hours	200
Sunday	200
Public holiday	250

- (iii) Time worked up to the hours prescribed in clause 19.1(b)(ii) will, subject to clause 19.1(b)(i), not be regarded as overtime and will be paid for at the ordinary rate of pay (including the casual loading in the case of casual employees).
- (c) Overtime rates payable under this clause will be in substitution for and not cumulative upon:
 - (i) the shift premiums prescribed in clause 20.2—Shiftwork; and
 - (ii) the casual loading prescribed in clause 11.2.
- (d) Overtime rates are not applicable to ordinary hours worked on a Saturday or a Sunday.

<p>28.2 Time off instead of payment for overtime</p> <p>By mutual agreement, a full-time or a part-time employee may be compensated by way of time off instead of payment of overtime (time for time) on the following basis:</p> <ul style="list-style-type: none"> (a) Time off instead of payment for overtime must be taken at ordinary rates within three months of it being accrued. (b) Where it is not possible for an employee to take the time off, instead of payment for overtime, within the three month period, it is to be paid out at the appropriate overtime rate based on the rates of pay applying at the time payment is made. (c) An employee cannot be compelled to take time off instead of overtime.” 	<p>19.2 Time off instead of payment for overtime</p> <p>By mutual agreement, a full-time or a part-time employee may be compensated by way of time off instead of payment of overtime (time for time) on the following basis:</p> <ul style="list-style-type: none"> (a) Time off instead of payment for overtime must be taken at ordinary rates within three months of it being accrued. (b) Where it is not possible for an employee to take the time off, instead of payment for overtime, within the three month period, it is to be paid out at the appropriate overtime rate based on the rates of pay applying at the time payment is made. (c) An employee cannot be compelled to take time off instead of overtime.
<p>28.3 Rest period after overtime</p> <ul style="list-style-type: none"> (a) An employee, other than a casual, who works so much overtime between the termination of their ordinary work on any day or shift and the commencement of their ordinary work on the next day or shift that they have not had at least 10 consecutive hours off duty between those times, will be released after completion of such overtime until they have had 10 consecutive hours off duty without loss of pay for rostered ordinary hours occurring during such absence. <p>34.1.1 (b) If, on the instructions of the employer, such an employee resumes or continues work without having had 10 consecutive hours off duty, they will be paid at the rate of double time until they are released from duty for such rest period and they will then be entitled to be absent until they have had 10 consecutive hours off duty without loss of pay for rostered ordinary hours occurring during such absence.</p>	<p>19.3 Rest period after overtime</p> <ul style="list-style-type: none"> (a) If a full-time or part-time employee works so much overtime between the end of work on one day or shift and the start of work on the next day or shift that they do not have a break of at least 10 consecutive hours, the employer must: <ul style="list-style-type: none"> (i) release the employee after the end of the overtime until the employee has had at least 10 consecutive hours off duty; and (ii) pay the employee for any rostered ordinary hours that fall within the period of absence. (b) If the employer requires the employee to resume or continue work, and the employee has not had 10 consecutive hours off duty, the employer must: <ul style="list-style-type: none"> (i) pay the employee at 200% of the minimum hourly rate until the employee is released for 10 consecutive hours; and (ii) once the employee is released from duty, pay the employee for any rostered ordinary hours that fall within the period of absence.

28.4 Recall to work overtime

An employee recalled to work overtime after leaving the employer’s or client’s premises will be paid for a minimum of two hours’ work at the appropriate rate for each time so recalled. If the work required is completed in less than two hours the employee will be released from duty.

28.5 Rest break during overtime

(a) An employee recalled to work overtime after leaving the employer’s or client’s premises and who is required to work for more than four hours will be allowed 20 minutes for the partaking of a meal and a further 20 minutes after each subsequent four hours’ overtime; all such time will be counted as time worked.

(b) The meals referred to in clause 28.5(a) will be allowed to the employee free of charge. Where the employer is unable to provide such meals, a meal allowance, as prescribed in clause 20.3, will be paid to the employee concerned.

19.4 Recall to work overtime

An employee recalled to work overtime after leaving the employer’s or client’s premises will be paid for a minimum of two hours’ work at the appropriate rate for each time recalled. If the work required is completed in less than two hours the employee will be released from duty.

19.5 Rest break during overtime

(a) An employee recalled to work overtime after leaving the employer’s or client’s premises and who is required to work for more than four hours will be allowed a paid meal break of 20 minutes and a further paid 20 minute break after each subsequent four hours’ overtime. All breaks will be counted as time worked.

(b) The meals referred to in clause 19.5(a) will be provided to the employee free of charge. Where the employer is unable to provide such meals, a meal allowance, as prescribed in clause 17.3(b) will be paid to the employee concerned.

29. Shiftwork

29.1 Engagement in shiftwork

Where an employer wishes to engage an employee in shiftwork, the employer will advise the employee in writing, specifying the period over which the shift is ordinarily worked.

29.2 Definitions

(a) **Afternoon shift** means any shift which finishes after 8.00 pm and at or before 12 midnight Monday to Friday.

(b) **Night shift** means any shift which finishes after 12 midnight or commences before 6.00 am Monday to Friday.

(c) A **public holiday shift** means any time worked between midnight on the night prior to the public holiday and midnight of the public holiday.

20.2 Shiftwork

(a) **Engagement in shiftwork**

Where an employer wishes to engage an employee in shiftwork, the employer will advise the employee in writing, specifying the period over which the shift is ordinarily worked.

(b) Shifts are to be worked in one continuous block of hours that may include meal breaks and sleepover.

(c) **Shift allowances and penalty rates**

The following rates must be paid to employees engaged on shiftwork:

Shift	% of employee’s minimum hourly rate
Afternoon shift—any shift	112.5

<p>29.3 Shift allowances and penalty rates</p> <p>(a) An employee who works an afternoon shift will be paid a loading of 12.5% of their ordinary rate of pay for the whole of such shift.</p> <p>(b) An employee who works a night shift will be paid a loading of 15% of their ordinary rate of pay for the whole of such shift.</p> <p>(c) An employee who works a public holiday shift will be paid a loading of 150% of their ordinary rate of pay for that part of such shift which is on the public holiday.</p> <p>29.4 Shifts are to be worked in one continuous block of hours that may include meal breaks and sleepover.</p>	<table border="1"> <tr> <td data-bbox="1296 84 1677 199">which finishes after 8.00 pm and at or before midnight, Monday to Friday</td> <td data-bbox="1677 84 2092 199"></td> </tr> <tr> <td data-bbox="1296 199 1677 371">Night shift—any shift which finishes after midnight or starts before 6.00 am, Monday to Friday</td> <td data-bbox="1677 199 2092 371">115</td> </tr> <tr> <td data-bbox="1296 371 1677 475">Public holiday—all hours worked on the public holiday</td> <td data-bbox="1677 371 2092 475">250</td> </tr> </table>	which finishes after 8.00 pm and at or before midnight, Monday to Friday		Night shift—any shift which finishes after midnight or starts before 6.00 am, Monday to Friday	115	Public holiday—all hours worked on the public holiday	250
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<p>30. Higher duties</p> <p>30.1 A home care employee engaged in any duties carrying a higher wage rate than the classification in which they are ordinarily employed in any one day or shift will be paid at the higher wage rate as follows:</p> <p>(a) for two hours or less—the time so worked; or</p> <p>(b) where the time so worked exceeds two hours—a full day or shift.</p> <p>30.2 All other employees who are called upon to perform the duties of another employee in a higher classification under this award for a period of five consecutive working days or more will be paid for the period for which duties are assumed at a rate not less than the minimum rate prescribed for the classification applying to the employee so relieved.</p>	<p>16.6 Higher duties</p> <p>(a) Home care employees</p> <p>A home care employee engaged in any duties carrying a higher wage rate than the classification in which they are ordinarily employed in any one day or shift will be paid at the higher wage rate as follows:</p> <p>(i) for two hours or less—the time worked at the higher classification; or</p> <p>(ii) where the time worked at the higher classification exceeds two hours—a full day or shift.</p> <p>(b) Employees other than home care employees</p> <p>All other employees who are called upon to perform the duties of another employee in a higher classification under this award for a period of five consecutive working days or more will be paid for the period for which duties are performed at a rate not less than the minimum rate prescribed for the classification applying to the employee being relieved.</p>						

<p>Part 6—Leave and Public Holidays</p> <p>31. Annual leave</p> <p>31.1 Annual leave is provided for in the NES. This clause contains additional provisions.</p> <p>31.2 Quantum of leave</p> <p>For the purpose of the NES, a shiftworker is an employee who works for more than four ordinary hours on 10 or more weekends and is entitled to an additional week’s annual leave on the same terms and conditions.</p> <p>31.3 Annual leave loading</p> <p>(a) In addition to their ordinary pay, an employee, other than a shiftworker, will be paid an annual leave loading of 17.5% of their ordinary rate of pay.</p> <p>(b) Shiftworkers, in addition to their ordinary pay, will be paid the higher of:</p> <p>(i) an annual leave loading of 17.5% of their ordinary rate of pay; or</p> <p>(ii) the weekend and shift penalties the employee would have received had they not been on leave during the relevant period.</p>	<p>Part 6—Leave, Public Holidays and Other NES Entitlements</p> <p>21. Annual leave</p> <p>21.1 Annual leave is provided for in the NES. This clause contains additional provisions.</p> <p>NOTE: Where an employee is receiving overaward payments such that the employee’s base rate of pay is higher than the rate specified under this award, the employee is entitled to receive the higher rate while on a period of paid annual leave (see ss.16 and 90 of the Act).</p> <p>21.2 Additional leave for certain shiftworkers</p> <p>For the purpose of the NES, a shiftworker is an employee who works for more than four ordinary hours on 10 or more weekends and is entitled to an additional week’s annual leave on the same terms and conditions.</p> <p>21.3 Annual leave loading</p> <p>(a) In addition to their ordinary pay, an employee, other than a shiftworker, will be paid an annual leave loading of 17.5% of their ordinary rate of pay.</p> <p>(b) Shiftworkers, in addition to their ordinary pay, will be paid the higher of:</p> <p>(i) an annual leave loading of 17.5% of their minimum hourly rate of pay; or</p> <p>(ii) the weekend and shift penalties the employee would have received had they not been on leave during the relevant period.</p>
<p>32. Personal/carer’s leave and compassionate leave</p> <p>Personal/carer’s leave and compassionate leave are provided for in the NES.</p>	<p>22. Personal/carer’s leave and compassionate leave</p> <p>Personal/carer’s leave and compassionate leave are provided for in the NES.</p>
<p><i>Proposed new clause</i></p>	<p>23. Parental leave and related entitlements</p> <p>Parental leave and related entitlements are provided for in the NES.</p>

<p>33. Community service leave Community service leave is provided for in the NES.</p>	<p>25. Community service leave Community service leave is provided for in the NES.</p>
<p>34. Public holidays</p> <p>34.1 Public holidays are provided for in the NES. This clause contains additional provisions.</p> <p>34.2 Payment for working on a public holiday</p> <p>(a) An employee required to work on a public holiday will be paid double time and a half of their ordinary rate of pay for all time worked.</p> <p>(b) Payments under this clause are instead of any additional rate for shift or weekend work which would otherwise be payable had the shift not been a public holiday.</p> <p><i>New subclause inserted for the purposes of cross-referencing the schedule.</i></p>	<p>24. Public holidays</p> <p>24.1 Public holiday entitlements are provided for in the NES. This clause contains additional provisions.</p> <p>24.2 Payment for working on a public holiday</p> <p>(a) An employee required to work on a public holiday will be paid at 250% of their minimum rate of pay for all time worked.</p> <p>(b) Payments under this clause are instead of any additional rate for shift or weekend work which would otherwise be payable had the shift not been a public holiday.</p> <p>24.3 For provisions relating to part-day public holidays see Schedule I—2015 Part-day Public Holidays.</p>
<p>35. Ceremonial leave An employee who is legitimately required by indigenous tradition to be absent from work for Aboriginal or Torres Strait Islander ceremonial purposes will be entitled to up to 10 working days unpaid leave in any one year, with the approval of the employer.</p>	<p>26. Ceremonial leave An employee who is legitimately required by indigenous tradition to be absent from work for Aboriginal or Torres Strait Islander ceremonial purposes will be entitled to up to 10 working days unpaid leave in any one year, with the approval of the employer.</p>
<p>Schedule A —Transitional Provisions <i>Transitional provision - clause removed - obsolete</i></p>	<p><i>Transitional provision - clause removed - obsolete</i></p>
<p>Schedule B—Classification Definitions—Social and Community Services Employees <i>Provision not reproduced</i></p>	<p>Schedule A - —Classification Definitions—Social and Community Services Employees <i>Provision not reproduced</i></p>
<p>Schedule C—Classification Definitions—Crisis Accommodation Employees <i>Provision not reproduced</i></p>	<p>Schedule B —Classification Definitions—Crisis Accommodation Employees <i>Provision not reproduced</i></p>

Schedule D—Classification Definitions—Family Day Care Employees <i>Provision not reproduced</i>	Schedule C —Classification Definitions—Family Day Care Employees <i>Provision not reproduced</i>
Schedule E—Classification Definitions—Home Care Employees <i>Provision not reproduced</i>	Schedule D —Classification Definitions—Home Care Employees <i>Provision not reproduced</i>
<i>Clause inserted - proposed new provision</i>	Schedule E —Summary of Hourly Rates of Pay <i>Provision not reproduced</i>
<i>Clause inserted - proposed new provision</i>	Schedule F —Summary of Monetary Allowances <i>Provision not reproduced</i>
Schedule F—Supported Wage System <i>Provision not reproduced</i>	Schedule G —Supported Wage System <i>Provision not reproduced</i>
Schedule G—National Training Wage Appendix G1: Allocation of Traineeships to Wage Levels <i>Provision not reproduced</i>	Schedule H —National Training Wage <i>Provision not reproduced</i>
Schedule H—2015 Part-day Public Holidays <i>Provision not reproduced</i>	Schedule I —2015 Part-day Public Holidays <i>Provision not reproduced</i>