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Sent: Wednesday, 27 February 2019 7:16 PM

To: Chambers - Ross J

Cc: Nigel Ward; AMOD

Subject: 4 Yearly Review of Modern Awards - Further proposed variation to SCHDSI Award with respect to categories of employment in response to Workpac decision

Dear Associate

We refer to the 4 Yearly Review of Modern Awards and to our office's correspondence with his Honour Justice Ross' Chambers on 24 September 2018 regarding developments that have arisen since the Federal Court decision in *WorkPac Pty Ltd v Skene* [2018] FCAFC 131.

We attach further correspondence in relation to this matter.

Yours faithfully

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27 February 2019

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Dear Associate

APPLICATION TO VARY AWARDS DURING THE 4 YEARLY REVIEW OF MODERN AWARDS

We refer to our letter to the chambers of his Honour President Ross on 24 September 2018.

In that letter, we foreshadowed that our clients (NSWBC and ABI) intended to file draft determinations as part of the 4 Yearly Review of Modern Awards, seeking to address adverse consequences arising from the Federal Court decision in *WorkPac Pty Ltd v Skene* [2018] FCAFC 131 (**Workpac**).

Since our letter was sent, ABI and NSWBC engaged in industry consultation and allowed time to pass for a legislative response to *Workpac* to be implemented.

The legislative response

On 18 December 2019, the *Fair Work Amendment (Casual Loading Offset) Regulations 2018 (the Regulation)* took effect.

The intention of the Regulation is to address the impact of *Workpac* and provide employers with some protection from backpay claims, should casual employees be determined to be permanent by a Court and should such employees seek unpaid leave entitlements.

Whilst NSWBC and ABI support any legislative attempts to address *Workpac* (including the Regulation), NSWBC and ABI remain significantly concerned that, as a result of *Workpac*:

1. employment arrangements for a very large number of casual employees could currently fall outside of the types of employment contemplated in a number of industry awards. This is despite the wide ranging review of casual employment provisions recently conducted by the Commission in the *Casual Conversion Case* ([2017] FWCFB 3541), in which substantial amendments were made to casual employment award conditions; and
2. employees currently engaged as casuals may be considered by a Court to be permanent full time or part time employees, exposing employers to award breaches for:

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- (a) failing to provide consistent 38 hours of work each week (in the case of full time employees);
- (b) in the case of part time employees, failing to:
 - (i) provide a written agreement on the regular pattern of work at the commencement of the engagement; and
 - (ii) provide overtime when hours are worked in excess of the regular patterns of work recorded in writing;
- (c) failing to provide guaranteed wages when hours are worked which are less than the regular pattern of work recorded in writing; or
- (d) failing to provide leave entitlements as prescribed by the NES.

Industries affected

Whilst all industries appear affected by *Workpac*, our 24 September 2018 letter identified relevant industries that ABI and NSWBC considered to be particularly affected.

Following consultation, ABI and NSWBC have identified that the need to address *Workpac* is most pressing in the Social, Community, Home Care and Disability Services industry (**SCHDS Industry**), given that:

- there are low numbers of full time employment in the SCHDS Industry;
- substantive numbers of employees in the SCHDS Industry are working less than full time hours in circumstances where their hours vary from week to week in order to accommodate the introduction of the NDIS; and
- the engagement of part time and casual employees in the industry appears inconsistent with the current regulatory regime, having regard to *Workpac*.

Proposed solution

ABI and NSWBC have identified a further category of 'flexible ongoing' employment that aligns with the engagements prevalent in the SCHDS Industry, which would balance the realistic employer and employee needs in the context of a technical and legal decision which has upended a historically accepted industrial paradigm.

The proposed variations will simply work to preserve the pre-existing paradigm and thus re-establish the fair and relevant safety modern award safety net in existence before the outcome in *Workpac*.

ABI and NSWBC accordingly respectfully seek the making of a determination, varying the *Social, Community, Home Care and Disability Services Award 2010* in the manner outlined in the **attached** draft Determination. We also **attach** a marked-up copy of the Award for ease of reference.

ABI and NSWBC acknowledge that the 4 Yearly Review of Modern Awards is substantially progressed, however, this claim is made in response to developments that only arose late last year.

We would be grateful if the matter could be listed by the Commission at an appropriate time so that relevant parties can address the Commission on the desirable approach to address the matters raised in this letter.

Yours faithfully



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DETERMINATION

Fair Work Act 2009

s.156 - 4 yearly review of modern awards

4 YEARLY REVIEW OF MODERN AWARDS – XXXX – SOCIAL, COMMUNITY, HOME CARE AND DISABILITY SERVICES INDUSTRY AWARD 2010

(AM2019/X)

XXXX

XXXX

XXXX

XXXX, XX XXXX 201X

4 yearly review of modern awards – XXX– Social, Community, Home Care and Disability Services Industry Award 2010.

A. Further to the decision issued on XXX in AM2018/XXX ([201X] FWCFB XXXX), it is determined pursuant to section 156(2)(b)(i) of the *Fair Work Act 2009* that the *Social, Community, Home Care and Disability Services Industry Award 2010* be varied as follows:

1. By deleting clause 10.1(a) and inserting the following:

(a) Employees under this award will be employed in one of the following categories:

- (i) full-time employment;
- (ii) part-time employment;
- (iii) flexible ongoing employment; or
- (iv) casual employment.

2. By inserting a new clause 10.4 as follows:

10.4 Flexible ongoing employment

- (a) A flexible ongoing employee is an employee designated and paid as such by the employer.
- (b) A flexible ongoing employee will be paid an hourly rate equal to 1/38th of the weekly rate appropriate to the employee's classification plus a loading of 10%.

Note: Flexible ongoing employees are entitled to the benefits of the National Employment Standards. This includes entitlements that are expressed not to apply to casual employees.

- (c) Flexible ongoing employees will be paid the following minimum number of hours, at the appropriate rate, for each engagement:
 - (i) social and community services employees except when undertaking disability services work—3 hours;
 - (ii) home care employees—1 hour; or
 - (iii) all other employees—2 hours.
- (d) No full-time or part-time employee will be transferred to flexible ongoing employment without the written consent of the employee. No full-time or part-time employee is to have their employment terminated in order to convert that employee to flexible ongoing employment.
- (e) For the purposes of determining an employee's ordinary hours of work in respect of NES entitlements, the ordinary hours of a flexible ongoing employee on any given day will be:
 - (i) the average hours the employee worked on that day of the week over the previous 4 weeks, other than hours which are to be paid at overtime rates in accordance with clause 25.7(e) or 28.1(b); or
 - (ii) the hours the employee has been rostered to work on the relevant day, other than hours which are to be paid at overtime rates in accordance with clause 25.7(e) or 28.1(b),

whichever is the greater.
- (f) An employer shall not reduce or vary a flexible ongoing employee's hours for the purpose of avoiding any right or obligation to leave or redundancy payments payable under the NES.

3. By inserting a new clause 10.5 as follows:

10.5 Right to request flexible ongoing conversion

- (a) A person engaged by a particular employer as a regular flexible ongoing employee may request that their employment be converted to full time or part-time employment.
- (b) A regular flexible ongoing employee is a flexible ongoing employee who has in the preceding period of 12 months worked a pattern of hours on an ongoing basis which, without significant adjustment, the employee could continued to perform as a full-time employee or part-time employee under the provisions of this award.

- (c) A regular flexible ongoing employee who has worked equivalent full-time hours over the preceding period of 12 months' employment may request to have their employment converted to full-time employment.
- (d) A regular flexible ongoing employee who has worked less than equivalent full-time hours over the preceding period of 12 months' employment may request to have their employment converted to part-time employment consistent with the pattern of hours previously worked.
- (e) Any request under this subclause must be in writing and provided to the employer.
- (f) Where a regular flexible ongoing employee seeks to convert to full-time or part-time employment, the employer may agree to or refuse the request, but the request may only be refused on reasonable grounds and after there has been consultation with the employee.
- (g) Reasonable grounds for refusal include that:
 - (i) it would require a significant adjustment to the regular flexible ongoing employee's hours of work in order for the employee to be engaged as a full-time or part-time employee in accordance with the provisions of this award – that is, the regular flexible ongoing employee is not truly a regular flexible ongoing employee as defined in paragraph (b);
 - (ii) it is known or reasonably foreseeable that the regular flexible ongoing employee's position will cease to exist within the next 12 months;
 - (iii) it is known or reasonably foreseeable that the hours of work which the regular flexible ongoing employee is required to perform will be significantly reduced in the next 12 months; or
 - (iv) it is known or reasonably foreseeable that there will be a significant change in the days and/or times at which the employee's hours of work are required to be performed in the next 12 months which cannot be accommodated within the days and/or hours during which the employee is available to work.
- (h) For any ground of refusal to be reasonable, it must be based on facts which are known or reasonably foreseeable.
- (i) Where the employer refuses a regular flexible ongoing employee's request to convert, the employer must provide the employee with the employer's reasons for refusal in writing within 21 days of the request being made. If the employee does not accept the employer's refusal, this will constitute a dispute that will be dealt with under the dispute resolution procedure in clause 9. Under that procedure, the employee or the employer may refer the matter to the Fair Work Commission if the dispute cannot be resolved at the workplace level.
- (j) Where it is agreed that a flexible ongoing employee will have their employment converted to full-time or part-time employment as provided for in this clause, the employer and employee must discuss and record in writing:

- (i) the form of employment to which the employee will convert – that is, full-time or part-time employment; and
 - (ii) if it is agreed that the employee will become a part-time employee, the matters referred to in clause 10.3(c).
- (k) The conversion will take effect from the start of the next pay cycle following such agreement being reached unless otherwise agreed.
 - (l) Once a flexible ongoing employee has converted to full-time or part-time employment, the employee may only revert to flexible ongoing employment with the written agreement of the employer.
 - (m) A flexible ongoing employee must not be engaged and re-engaged (which includes a refusal to re-engage), or have their hours reduced or varied, in order to avoid any right or obligation under this clause.
 - (n) Nothing in this clause obliges a regular flexible ongoing employee to convert to full-time or part-time employment, nor permits an employer to require a regular flexible ongoing employee to so convert.
 - (o) Nothing in this clause requires an employer to increase the hours of a regular flexible ongoing employee seeking conversion to full-time or part-time employment.
 - (p) An employer must provide a flexible ongoing employee, whether a regular flexible ongoing employee or not, with a copy of the provisions of this subclause within the first 12 months of the employee's first engagement to perform work.
4. By renumbering all subsequent clauses and updating any cross references accordingly.
 5. By replacing the words "part-time" with the words "flexible ongoing, part-time" in clause 10.6(a).
 6. By replacing the words "full-time or part-time" with the words "full-time, part time or flexible ongoing" wherever they appear in clauses 10.7(a), 10.7 (f), 10.7(g), 10.7(j), 10.7(l), 10.7(n) and 10.7(o).
 7. By replacing the words "full-time employee or part-time employee" with the words "full-time employee, part time employee or flexible ongoing employee" in clause 10.7(b)
 8. By replacing the words "part-time or regular" with the words "part-time, flexible ongoing or regular" in clause 10.7(c).

9. By inserting the words “or flexible ongoing employment” after the words “hours”
10. By replacing the words “casual and part-time” with the words “casual, flexible ongoing and part-time” in clause 20.4(b).
11. By replacing the words “part-time and casual” with the words “part-time, flexible ongoing and casual” in clause 20.4(b).
12. By inserting the words “flexible ongoing or” after the words “other than a” in clause 25.3.
13. By replacing the words “casual or relieving staff” with the words “flexible ongoing, casual or relieving staff” in clause 25.5(c).
14. By replacing the words “clause 29 – Shiftwork and the casual loading” with the words “clause 29 – Shiftwork, the flexible ongoing loading prescribed in clause 10.4(b) and the casual loading” in clause 26.
15. By deleting clause 28.1(b) and inserting the following:

(b) Part-time, flexible ongoing employees and casual employees

- (i) All time worked by part-time, flexible ongoing 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.
- (ii) All time worked by part-time, flexible ongoing 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 relevant flexible ongoing or casual loading in the case of flexible ongoing and 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;
 - (B) the casual loading prescribed in clause 10.6(b); and
 - (C) the flexible ongoing loading prescribed in clause 10.4(b),

and are not applicable to ordinary hours worked on a Saturday or a Sunday.

16. By inserting the words “flexible ongoing or” after the words “other than a” in clause 28.3(a).

17. By replacing the words “part-time” with “part-time, flexible ongoing and” in clause 36.3(c).

B. This determination comes into operation from **XX XXXX 201X**. In accordance with s.165(3) of the Fair Work Act 2009 these items do not take effect until the start of the first full pay period that starts on or after **XX XXXX 201X**.

[Insert the Seal of the Fair Work Commission]

XXXX

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

This Fair Work Commission consolidated modern award incorporates all amendments up to and including 21 September 2018 ([PR700613](#), [PR700681](#)).

Clause(s) affected by the most recent variation(s):

~~10—Types of employment~~

~~25—Ordinary hours of work and rostering~~

Current review matter(s): [AM2014/47](#); [AM2014/190](#); [AM2014/196](#); [AM2014/197](#); [AM2014/285](#); [AM2014/301](#); [AM2015/2](#); [AM2016/8](#); [AM2016/15](#); [AM2016/17](#); [AM2016/24](#)

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Part 1—Application and Operation

1. Title

This award is the *Social, Community, Home Care and Disability Services Industry Award 2010*.

2. Commencement and transitional

[Varied by [PR542220](#)]

2.1 This award commences on 1 January 2010.

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.

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 deal with:

- minimum wages and piecework rates
- casual or part-time loadings
- Saturday, Sunday, public holiday, evening or other penalties
- shift allowances/penalties.

[2.4 varied by [PR542220](#) ppc 04Dec13]

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.

[2.5 varied by [PR542220](#) ppc 04Dec13]

2.5 The Fair Work Commission may review the transitional arrangements in this award and make a determination varying the award.

[2.6 varied by [PR542220](#) ppc 04Dec13]

2.6 The Fair Work Commission may review the transitional arrangements:

- (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.

3. Definitions and interpretation

[Varied by [PR995399](#), [PR997772](#), [PR503704](#), [PR531544](#), [PR546089](#)]

3.1 In this award, unless the contrary intention appears:

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

agreement-based transitional instrument has the meaning in the *Fair 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

[Definition of **default fund employee** inserted by [PR546089](#) ppc 01Jan14]

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

[Definition of **defined benefit member** inserted by [PR546089](#) ppc 01Jan14]

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

[Definition of **disability services sector** deleted by [PR995399](#) ppc 26Mar10]

[Definition of **Division 2B State award** inserted by [PR503704](#) ppc 01Jan11]

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

[Definition of **Division 2B State employment agreement** inserted by [PR503704](#) ppc 01Jan11]

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

[Definition of **employee** substituted by [PR997772](#) from 01Jan10]

employee means national system employee within the meaning of the Act

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

[Definition of **employer** substituted by [PR997772](#) from 01Jan10]

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)

[Definition of **exempt public sector superannuation scheme** inserted by [PR546089](#) ppc 01Jan14]

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

[Definition of **MySuper product** inserted by [PR546089](#) ppc 01Jan14]

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

[Definition of **social and community services sector** varied by [PR995399](#) ppc 26Mar10]

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

[Note inserted by [PR531544](#) ppc 21Nov12]

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.

standard rate means the minimum wage for a Social and community services employee level 3 at pay point 3 in clause 15.3

transitional minimum wage instrument has the meaning in the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)

- 3.2 Where this award refers to a condition of employment provided for in the NES, the NES definition applies.

4. Coverage

[Varied by [PR995399](#), [PR544809](#)]

[4.1 varied by [PR995399](#) ppc 26Mar10]

- 4.1 This industry award covers employers throughout Australia in the:

- (a) crisis assistance and supported housing sector;
- (b) social and community services sector;
- (c) home care sector;
- (d) family day care scheme sector;

[4.1(e) deleted by [PR995399](#) ppc 26Mar10]

and their employees in the classifications listed in Schedule B to Schedule E to the exclusion of any other modern award.

- 4.2 The award does not cover employers and employees covered by any of the following awards:

- (a) *Aged Care Award 2010*;
- (b) *Amusement, Events and Recreation Award 2010*;
- (c) *Fitness Industry Award 2010*;
- (d) *Health Professionals and Support Services Award 2010*; or
- (e) *Nurses Award 2010*.

- 4.3 The award does not cover an employee excluded from award coverage by the Act.

- 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 *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)), or employers in relation to those employees.

- 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 *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)), or employers in relation to those employees.

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.

[4.7 substituted by [PR544809](#) ppc 01Jan14]

4.7 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.

[4.8 inserted by [PR544809](#) ppc 01Jan14]

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.

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.

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.

7. Award flexibility

[Varied by [PR542220](#)]

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:

- (a) arrangements for when work is performed;
- (b) overtime rates;
- (c) penalty rates;
- (d) allowances; and
- (e) leave loading.

[7.2 varied by [PR542220](#) ppc 04Dec13]

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.

7.3 The agreement between the employer and the individual employee must:

- (a) be confined to a variation in the application of one or more of the terms listed in clause 7.1; and

[7.3(b) varied by [PR542220](#) ppc 04Dec13]

- (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.

7.4 The agreement between the employer and the individual employee must also:

- (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;
- (b) state each term of this award that the employer and the individual employee have agreed to vary;
- (c) detail how the application of each term has been varied by agreement between the employer and the individual employee;
- (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
- (e) state the date the agreement commences to operate.

7.5 The employer must give the individual employee a copy of the agreement and keep the agreement as a time and wages record.

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.

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.

7.8 The agreement may be terminated:

[7.8(a) varied by [PR542220](#) ppc 04Dec13]

- (a) by the employer or the individual employee giving 13 weeks' notice of termination, in writing, to the other party and the agreement ceasing to operate at the end of the notice period; or

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

- (b) at any time, by written agreement between the employer and the individual employee.

[Note inserted by [PR542220](#) ppc 04Dec13]

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 *Fair Work Act 2009* (Cth)).

[New 7.9 inserted by [PR542220](#) ppc 04Dec13]

- 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.

[7.9 renumbered as 7.10 by [PR542220](#) ppc 04Dec13]

- 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.

Part 2—Consultation and Dispute Resolution

8. Consultation

[8—Consultation regarding major workplace change renamed and substituted by [PR546288](#) ppc 01Jan14]

8.1 Consultation regarding major workplace change

(a) **Employer to notify**

- (i) Where an employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer must notify the employees who may be affected by the proposed changes and their representatives, if any.
- (ii) **Significant effects** include termination of employment; major changes in the composition, operation or size of the employer's workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations; and the restructuring of jobs. Provided that where this award makes provision for alteration of any of these matters an alteration is deemed not to have significant effect.

(b) Employer to discuss change

- (i)** The employer must discuss with the employees affected and their representatives, if any, the introduction of the changes referred to in clause 8.1(a), the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees and must give prompt consideration to matters raised by the employees and/or their representatives in relation to the changes.
- (ii)** The discussions must commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in clause 8.1(a).
- (iii)** For the purposes of such discussion, the employer must provide in writing to the employees concerned and their representatives, if any, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees provided that no employer is required to disclose confidential information the disclosure of which would be contrary to the employer's interests.

8.2 Consultation about changes to rosters or hours of work

- (a)** Where an employer proposes to change an employee's regular roster or ordinary hours of work, the employer must consult with the employee or employees affected and their representatives, if any, about the proposed change.
- (b)** The employer must:
 - (i)** provide to the employee or employees affected and their representatives, if any, information about the proposed change (for example, information about the nature of the change to the employee's regular roster or ordinary hours of work and when that change is proposed to commence);
 - (ii)** invite the employee or employees affected and their representatives, if any, to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities); and
 - (iii)** give consideration to any views about the impact of the proposed change that are given by the employee or employees concerned and/or their representatives.
- (c)** The requirement to consult under this clause does not apply where an employee has irregular, sporadic or unpredictable working hours.
- (d)** These provisions are to be read in conjunction with other award provisions concerning the scheduling of work and notice requirements.

9. Dispute resolution

[Varied by [PR542220](#)]

9.1 In the event of a dispute about a matter under this award, or a dispute in relation to the NES, in the first instance the parties must attempt to resolve the matter at the workplace by discussions between the employee or employees concerned and the relevant supervisor. If such discussions do not resolve the dispute, the parties will endeavour to resolve the dispute in a timely manner by discussions between the employee or employees concerned and more senior levels of management as appropriate.

[9.2 varied by [PR542220](#) ppc 04Dec13]

9.2 If a dispute about a matter arising under this award or a dispute in relation to the NES is unable to be resolved at the workplace, and all appropriate steps under clause 9.1 have been taken, a party to the dispute may refer the dispute to the Fair Work Commission.

[9.3 varied by [PR542220](#) ppc 04Dec13]

9.3 The parties may agree on the process to be utilised by the Fair Work Commission including mediation, conciliation and consent arbitration.

[9.4 varied by [PR542220](#) ppc 04Dec13]

9.4 Where the matter in dispute remains unresolved, the Fair Work Commission may exercise any method of dispute resolution permitted by the Act that it considers appropriate to ensure the settlement of the dispute.

9.5 An employer or employee may appoint another person, organisation or association to accompany and/or represent them for the purposes of this clause.

9.6 While the dispute resolution procedure is being conducted, work must continue in accordance with this award and the Act. Subject to applicable occupational health and safety legislation, an employee must not unreasonably fail to comply with a direction by the employer to perform work, whether at the same or another workplace, that is safe and appropriate for the employee to perform.

Part 3—Types of Employment and Termination of Employment

10. Types of employment

[Varied by [PR995399](#), [PR539625](#), [PR598488](#), [PR700613](#)]

10.1 Employment categories

(a) Employees under this award will be employed in one of the following categories:

(i) full-time employment;

(ii) part-time employment;

~~(#)(iii)~~ flexible ongoing employment; or

~~(#)(iv)~~ casual employment.

- (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.

10.2 Full-time employment

A full-time employee is one who is engaged to work 38 hours per week or an average of 38 hours per week.

10.3 Part-time employment

- (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.
- (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.

[10.3(c) inserted by [PR539625](#); substituted by [PR598488](#) ppc 01Jan18]

- (c) Before commencing employment, the employer and employee will agree in writing on:
- (i) on a regular pattern of work including the number of hours to be worked each week, and
- (ii) the days of the week the employee will work and the starting and finishing times each day.

[10.3(d) inserted by [PR598488](#) ppc 01Jan18]

- (d) The agreed regular pattern of work does not necessarily have to provide for the same guaranteed number of hours in each week

[10.3(e) inserted by [PR598488](#) ppc 01Jan18]

- (e) The agreement made pursuant to clause 10.3(c) may subsequently be varied by agreement between the employer and employee in writing. Any such agreement may be ongoing or for a specified period of time.

10.4 Flexible ongoing employment

- (a) A flexible ongoing employee is an employee designated and paid as such by the employer.

- (b) A flexible ongoing employee will be paid an hourly rate equal to 1/38th of the weekly rate appropriate to the employee’s classification plus a loading of 10%.

Note: flexible ongoing employees are entitled to the benefits of the National Employment Standards. This includes entitlements that are expressed not to apply to casual employees.

- (c) Flexible ongoing employees will be paid the following minimum number of hours, at the appropriate rate, for each engagement:

- (i) social and community services employees except when undertaking disability services work—3 hours;
- (ii) home care employees—1 hour; or
- (iii) all other employees—2 hours.

- (d) No full-time or part-time employee will be transferred to flexible ongoing employment without the written consent of the employee. No full-time or part-time employee is to have their employment terminated in order to convert that employee to flexible ongoing employment.

- (e) For the purposes of determining an employee’s ordinary hours of work in respect of NES entitlements, the ordinary hours of a flexible ongoing employee on any given day will be:

- (i) the average hours the employee worked on that day of the week over the previous 4 weeks, other than hours which are to be paid at overtime rates in accordance with clause 25.7(e) or 28.1(b); or
- (ii) the hours the employee has been rostered to work on the relevant day, other than hours which are to be paid at overtime rates in accordance with clause 25.7(e) or 28.1(b),

whichever is the greater.

- (f) An employer shall not reduce or vary a flexible ongoing employee’s hours for the purpose of avoiding any right or obligation to leave or redundancy payments payable under the NES.

10.5 Right to request flexible ongoing conversion

- (a) A person engaged by a particular employer as a regular flexible ongoing employee may request that their employment be converted to full time or part-time employment.
- (b) A regular flexible ongoing employee is a flexible ongoing employee who has in the preceding period of 12 months worked a pattern of hours on an ongoing basis

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- which, without significant adjustment, the employee could continued to perform as a full-time employee or part-time employee under the provisions of this award.
- (c) A regular flexible ongoing employee who has worked equivalent full-time hours over the preceding period of 12 months' employment may request to have their employment converted to full-time employment.
- (d) A regular flexible ongoing employee who has worked less than equivalent full-time hours over the preceding period of 12 months' employment may request to have their employment converted to part-time employment consistent with the pattern of hours previously worked.
- (e) Any request under this subclause must be in writing and provided to the employer.
- (f) Where a regular flexible ongoing employee seeks to convert to full-time or part-time employment, the employer may agree to or refuse the request, but the request may only be refused on reasonable grounds and after there has been consultation with the employee.
- (g) Reasonable grounds for refusal include that:
- (i) it would require a significant adjustment to the regular flexible ongoing employee's hours of work in order for the employee to be engaged as a full-time or part-time employee in accordance with the provisions of this award – that is, the regular flexible ongoing employee is not truly a regular flexible ongoing employee as defined in paragraph (b);
 - (ii) it is known or reasonably foreseeable that the regular flexible ongoing employee's position will cease to exist within the next 12 months;
 - (iii) it is known or reasonably foreseeable that the hours of work which the regular flexible ongoing employee is required to perform will be significantly reduced in the next 12 months; or
 - (iv) it is known or reasonably foreseeable that there will be a significant change in the days and/or times at which the employee's hours of work are required to be performed in the next 12 months which cannot be accommodated within the days and/or hours during which the employee is available to work.
- (h) For any ground of refusal to be reasonable, it must be based on facts which are known or reasonably foreseeable.
- (i) Where the employer refuses a regular flexible ongoing employee's request to convert, the employer must provide the employee with the employer's reasons for refusal in writing within 21 days of the request being made. If the employee does not accept the employer's refusal, this will constitute a dispute that will be dealt with under the dispute resolution procedure in clause 9. Under that procedure, the employee or the employer may refer the matter to the Fair Work Commission if the dispute cannot be resolved at the workplace level.
- (j) Where it is agreed that a flexible ongoing employee will have their employment converted to full-time or part-time employment as provided for in this clause, the employer and employee must discuss and record in writing:
- (i) the form of employment to which the employee will convert – that is, full-time or part-time employment; and
 - (ii) if it is agreed that the employee will become a part-time employee, the matters referred to in clause 10.3(c).

- (k) The conversion will take effect from the start of the next pay cycle following such agreement being reached unless otherwise agreed.
- (l) Once a flexible ongoing employee has converted to full-time or part-time employment, the employee may only revert to flexible ongoing employment with the written agreement of the employer.
- (m) A flexible ongoing employee must not be engaged and re-engaged (which includes a refusal to re-engage), or have their hours reduced or varied, in order to avoid any right or obligation under this clause.
- (n) Nothing in this clause obliges a regular flexible ongoing employee to convert to full-time or part-time employment, nor permits an employer to require a regular flexible ongoing employee to so convert.
- (o) Nothing in this clause requires an employer to increase the hours of a regular flexible ongoing employee seeking conversion to full-time or part-time employment.
- (p) An employer must provide a flexible ongoing employee, whether a regular flexible ongoing employee or not, with a copy of the provisions of this subclause within the first 12 months of the employee's first engagement to perform work.

10.410.6 Casual employment

- (a) A casual employee is one who is engaged and paid as such but will not include a flexible ongoing, part-time or full-time employee.
- (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.
- (c) Casual employees will be paid the following minimum number of hours, at the appropriate rate, for each engagement:

[10.4(c)(i) varied by [PR993599](#) ppc 26Mar10]

- (i) social and community services employees except when undertaking disability services work—3 hours;
- (ii) home care employees—1 hour; or
- (iii) all other employees—2 hours.

10.510.7 Right to request casual conversion

[10.5 inserted by [PR700613](#) ppc 01Oct18]

- (a) A person engaged by a particular employer as a regular casual employee may request that their employment be converted to full-time, ~~or~~ part-time or flexible ongoing employment.

- (b) A **regular casual employee** is a casual employee who has in the preceding period of 12 months worked a pattern of hours on an ongoing basis which, without significant adjustment, the employee could continue to perform as a full-time employee, ~~or~~ part-time employee or flexible ongoing employee under the provisions of this award.
- (c) A regular casual employee who has worked equivalent full-time hours over the preceding period of 12 months' casual employment may request to have their employment converted to full-time or flexible ongoing employment.
- (d) A regular casual employee who has worked less than equivalent full-time hours over the preceding period of 12 months' casual employment may request to have their employment converted to part-time employment consistent with the pattern of hours previously worked or flexible ongoing employment.
- (e) Any request under this subclause must be in writing and provided to the employer.
- (f) Where a regular casual employee seeks to convert to full-time, ~~or~~ part-time or flexible ongoing employment, the employer may agree to or refuse the request, but the request may only be refused on reasonable grounds and after there has been consultation with the employee.
- (g) Reasonable grounds for refusal include that:
 - (i) it would require a significant adjustment to the casual employee's hours of work in order for the employee to be engaged as a full-time, ~~or~~ part-time or flexible ongoing employee in accordance with the provisions of this award – that is, the casual employee is not truly a regular casual employee as defined in paragraph (b);
 - (ii) it is known or reasonably foreseeable that the regular casual employee's position will cease to exist within the next 12 months;
 - (iii) it is known or reasonably foreseeable that the hours of work which the regular casual employee is required to perform will be significantly reduced in the next 12 months; or
 - (iv) it is known or reasonably foreseeable that there will be a significant change in the days and/or times at which the employee's hours of work are required to be performed in the next 12 months which cannot be accommodated within the days and/or hours during which the employee is available to work.
- (h) For any ground of refusal to be reasonable, it must be based on facts which are known or reasonably foreseeable.
- (i) Where the employer refuses a regular casual employee's request to convert, the employer must provide the casual employee with the employer's reasons for refusal in writing within 21 days of the request being made. If the employee does not accept

the employer's refusal, this will constitute a dispute that will be dealt with under the dispute resolution procedure in clause 9. Under that procedure, the employee or the employer may refer the matter to the Fair Work Commission if the dispute cannot be resolved at the workplace level.

- (j) Where it is agreed that a casual employee will have their employment converted to full-time ~~or~~ part-time or flexible ongoing employment as provided for in this clause, the employer and employee must discuss and record in writing:
 - (i) the form of employment to which the employee will convert – that is, full-time ~~or~~ part-time or flexible ongoing employment; and
 - (ii) if it is agreed that the employee will become a part-time employee, the matters referred to in clause 10.3(c).
- (k) The conversion will take effect from the start of the next pay cycle following such agreement being reached unless otherwise agreed.
- (l) Once a casual employee has converted to full-time ~~or~~ part-time or flexible ongoing employment, the employee may only revert to casual employment with the written agreement of the employer.
- (m) A casual employee must not be engaged and re-engaged (which includes a refusal to re-engage), or have their hours reduced or varied, in order to avoid any right or obligation under this clause.
- (n) Nothing in this clause obliges a regular casual employee to convert to full-time ~~or~~ part-time or flexible ongoing employment, nor permits an employer to require a regular casual employee to so convert.
- (o) Nothing in this clause requires an employer to increase the hours of a regular casual employee seeking conversion to full-time ~~or~~ part-time or flexible ongoing employment.
- (p) An employer must provide a casual employee, whether a regular casual employee or not, with a copy of the provisions of this subclause within the first 12 months of the employee's first engagement to perform work. In respect of casual employees already employed as at 1 October 2018, an employer must provide such employees with a copy of the provisions of this subclause by 1 January 2019.
- (q) A casual employee's right to request to convert is not affected if the employer fails to comply with the notice requirements in paragraph (p).

11. Termination of employment

11.1 Notice of termination is provided for in the NES.

11.2 Notice of termination by an employee

The notice of termination required to be given by an employee is the same as that required of an employer except that there is no requirement on the employee to give additional notice based on the age of the employee concerned. If an employee fails to give the required notice the employer may withhold from any monies due to the employee on termination under this award or the NES, an amount not exceeding the amount the employee would have been paid under this award in respect of the period of notice required by this clause less any period of notice actually given by the employee.

11.3 Job search entitlement

Where an employer has given notice of termination to an employee, an employee must be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off is to be taken at times that are convenient to the employee after consultation with the employer.

12. Redundancy

[Varied by [PR503704](#), [PR539625](#), [PR539803](#), [PR561478](#)]

12.1 Redundancy pay is provided for in the NES.

12.2 Transfer to lower paid duties

Where an employee is transferred to lower paid duties by reason of redundancy, the same period of notice must be given as the employee would have been entitled to if the employment had been terminated and the employer may, at the employer's option, make payment instead of an amount equal to the difference between the former ordinary time rate of pay and the ordinary time rate of pay for the number of weeks of notice still owing.

12.3 Employee leaving during notice period

An employee given notice of termination in circumstances of redundancy may terminate their employment during the period of notice. The employee is entitled to receive the benefits and payments they would have received under this clause had they remained in employment until the expiry of the notice, but is not entitled to payment instead of notice.

12.4 Job search entitlement

- (a)** An employee given notice of termination in circumstances of redundancy must be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- (b)** If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee must, at the request of the employer, produce proof of attendance at an interview or they will not be entitled to payment for the time absent. For this purpose a statutory declaration is sufficient.

- (c) This entitlement applies instead of clause 11.3.

12.5 Transitional provisions – NAPSA employees

[12.5 renamed by [PR503704](#); deleted by [PR561478](#) ppc 05Mar15]

12.6 Transitional provisions – Division 2B State employees

[New 12.6 inserted by [PR503704](#); deleted by [PR561478](#) ppc 05Mar15]

12.7 Small employers

[12.6 renumbered as 12.7 by [PR503704](#); renamed and substituted by [PR539625](#); corrected and substituted by [PR539803](#); deleted by [PR561478](#) ppc 05Mar15]

Part 4—Minimum Wages and Related Matters

13. Classifications

[13.1 varied by [PR995399](#) ppc 26Mar10]

13.1 The definitions for the classification levels in clauses 15 to 17 are contained in Schedule B to Schedule E.

13.2 Employers must advise their employees in writing of their classification upon commencement and of any subsequent changes to their classification.

13.3 Progression

- (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:
- (i) the employee has acquired and satisfactorily used new or enhanced skills within the ambit of the classification, if required by the employer; or
 - (ii) where an employer has adopted a staff development and performance appraisal scheme and has determined that the employee has demonstrated satisfactory performance for the prior 12 months' employment.
- (b) Movement to a higher classification will only occur by way of promotion or re-classification.

14. Salary Packaging

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.

15. Minimum weekly wages for social and community services employees and crisis accommodation employees

[Varied by [PR997934](#), [PR503704](#), [PR509131](#), [PR526106](#), [PR522962](#), [PR536765](#), [PR551688](#), [PR566780](#), [PR579887](#), [PR592201](#), [PR606426](#)]

[Note inserted by [PR503704](#) ppc 01Jan11; administratively amended in accordance with decision [\[2012\] FWAFB 5184](#)]

NOTE: 1. A **transitional pay equity order** taken to have been made pursuant to item 30A of Schedule 3A to the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth) has effect in accordance with that item. Transitional pay equity orders operate in Queensland as provided for in items 30A (6) and (7).

2. An **equal remuneration order** [\[PR525485\]](#) also applies to employees in the classifications in Schedule B and Schedule C of this modern award.

15.1 Social and community services employee level 1

[15.1 varied by [PR997934](#), [PR509131](#), [PR522962](#), [PR536765](#), [PR551688](#), [PR566780](#), [PR579887](#), [PR592201](#), [PR606426](#) ppc 01Jul18]

	Per week \$
Pay point 1	782.00
Pay point 2	808.40
Pay point 3	837.40

15.2 Social and community services employee level 2

[15.2 varied by [PR997934](#), [PR509131](#), [PR522962](#), [PR536765](#), [PR551688](#), [PR566780](#), [PR579887](#), [PR592201](#), [PR606426](#) ppc 01Jul18]

	Per week \$
Pay point 1	837.40
Pay point 2	863.60

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

	Per week
	\$
Pay point 3	889.90
Pay point 4	913.70

15.3 Social and community services employee level 3
Crisis accommodation employee level 1

[15.3 varied by [PR997934](#), [PR509131](#), [PR526106](#), [PR522962](#), [PR536765](#), [PR551688](#), [PR566780](#), [PR579887](#), [PR592201](#), [PR606426](#) ppc 01Jul18]

	Per week
	\$
Pay point 1 (associate diploma/advanced certificate)	913.70
Pay point 2	940.00
Pay point 3 (3 year degree)	960.00
Pay point 4 (4 year degree)	979.60

15.4 Social and community services employee level 4
Crisis accommodation employee level 2

[15.4 varied by [PR997934](#), [PR509131](#), [PR522962](#), [PR536765](#), [PR551688](#), [PR566780](#), [PR579887](#), [PR592201](#), [PR606426](#) ppc 01Jul18]

	Per week
	\$
Pay point 1	1005.90
Pay point 2	1032.20
Pay point 3	1058.70
Pay point 4	1082.30

15.5 Social and community services employee level 5
Crisis accommodation employee level 3

[15.5 varied by [PR997934](#), [PR509131](#), [PR522962](#), [PR536765](#), [PR551688](#), [PR566780](#), [PR579887](#), [PR592201](#), [PR606426](#) ppc 01Jul18]

	Per week \$
Pay point 1	1108.70
Pay point 2	1132.50
Pay point 3	1158.90

15.6 Social and community services employee level 6
Crisis accommodation employee level 4

[15.6 varied by [PR997934](#), [PR509131](#), [PR522962](#), [PR536765](#), [PR551688](#), [PR566780](#), [PR579887](#), [PR592201](#), [PR606426](#) ppc 01Jul18]

	Per week \$
Pay point 1	1185.30
Pay point 2	1211.60
Pay point 3	1237.80

15.7 Social and community services employee level 7

[15.7 varied by [PR997934](#), [PR509131](#), [PR522962](#), [PR536765](#), [PR551688](#), [PR566780](#), [PR579887](#), [PR592201](#), [PR606426](#) ppc 01Jul18]

	Per week \$
Pay point 1	1264.00
Pay point 2	1290.50
Pay point 3	1316.80

15.8 Social and community services employee level 8

[15.8 varied by [PR997934](#), [PR509131](#), [PR522962](#), [PR536765](#), [PR551688](#), [PR566780](#), [PR579887](#), [PR592201](#), [PR606426](#) ppc 01Jul18]

	Per week \$
Pay point 1	1343.00
Pay point 2	1369.30
Pay point 3	1395.80

16. Minimum weekly wages for family day care employees

[Varied by [PR997934](#), [PR509131](#), [PR522962](#), [PR536765](#), [PR551688](#), [PR566780](#), [PR579887](#), [PR592201](#), [PR606426](#)]

16.1 Family day care employee level 1

[16.1 varied by [PR997934](#), [PR509131](#), [PR522962](#), [PR536765](#), [PR551688](#), [PR566780](#), [PR579887](#), [PR592201](#), [PR606426](#) ppc 01Jul18]

	Per week \$
Pay point 1	783.10
Pay point 2	809.30
Pay point 3	838.70
Pay point 4	867.00

16.2 Family day care employee level 2

[16.2 varied by [PR997934](#), [PR509131](#), [PR522962](#), [PR536765](#), [PR551688](#), [PR566780](#), [PR579887](#), [PR592201](#), [PR606426](#) ppc 01Jul18]

	Per week \$
Pay point 1	891.50

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

	Per week
	\$
Pay point 2	920.70
Pay point 3	949.80
Pay point 4	972.40

16.3 Family day care employee level 3

[16.3 varied by [PR997934](#), [PR509131](#), [PR522962](#), [PR536765](#), [PR551688](#), [PR566780](#), [PR579887](#), [PR592201](#), [PR606426](#) ppc 01Jul18]

	Per week
	\$
Pay point 1	997.20
Pay point 2	1028.30
Pay point 3	1059.80
Pay point 4	1089.00

16.4 Family day care employee level 4

[16.4 varied by [PR997934](#), [PR509131](#), [PR522962](#), [PR536765](#), [PR551688](#), [PR566780](#), [PR579887](#), [PR592201](#), [PR606426](#) ppc 01Jul18]

	Per week
	\$
Pay point 1	1120.50
Pay point 2	1132.20
Pay point 3	1158.70
Pay point 4	1178.00

16.5 Family day care employee level 5

[16.5 varied by [PR997934](#), [PR509131](#), [PR522962](#), [PR536765](#), [PR551688](#), [PR566780](#), [PR579887](#), [PR592201](#), [PR606426](#) ppc 01Jul18]

	Per week \$
Pay point 1	1262.10
Pay point 2	1297.10
Pay point 3	1332.40
Pay point 4	1367.50

17. Minimum weekly wages for disability services employees

[17—Minimum weekly wages for disability services employees deleted by [PR995399](#) ppc 26Mar10]

17. Minimum weekly wages for home care employees

[18 renumbered as 17 by [PR995399](#); varied by [PR995399](#), [PR997934](#), [PR503704](#), [PR509131](#), [PR522962](#), [PR536765](#), [PR551688](#), [PR566780](#), [PR579887](#), [PR592201](#), [PR606426](#)]

[Note inserted by [PR503704](#) ppc 01Jan11]

NOTE: A transitional pay equity order taken to have been made pursuant to item 30A of Schedule 3A to the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth) has effect in accordance with that item. Transitional pay equity orders operate in Queensland as provided for in items 30A (6) and (7).

17.1 Home care employee level 1

[17.1 varied by [PR997934](#), [PR509131](#), [PR522962](#), [PR536765](#), [PR551688](#), [PR566780](#), [PR579887](#), [PR592201](#), [PR606426](#) ppc 01Jul18]

	Per week \$
Pay point 1	774.10

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17.2 Home care employee level 2

[17.2 varied by [PR997934](#), [PR509131](#), [PR522962](#), [PR536765](#), [PR551688](#), [PR566780](#), [PR579887](#), [PR592201](#), [PR606426](#) ppc 01Jul18]

	Per week \$
Pay point 1	820.50
Pay point 2	826.10

17.3 Home care employee level 3

[17.3 varied by [PR997934](#), [PR509131](#), [PR522962](#), [PR536765](#), [PR551688](#), [PR566780](#), [PR579887](#), [PR592201](#), [PR606426](#) ppc 01Jul18]

	Per week \$
Pay point 1 (certificate 3)	837.40
Pay point 2	863.10

17.4 Home care employee level 4

[17.4 varied by [PR997934](#), [PR509131](#), [PR522962](#), [PR536765](#), [PR551688](#), [PR566780](#), [PR579887](#), [PR592201](#), [PR606426](#) ppc 01Jul18]

	Per week \$
Pay point 1	913.60
Pay point 2	931.80

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17.5 Home care employee level 5

[17.5 varied by [PR997934](#), [PR509131](#), [PR522962](#), [PR536765](#), [PR551688](#), [PR566780](#), [PR579887](#), [PR592201](#), [PR606426](#) ppc 01Jul18]

	Per week \$
Pay point 1 (degree or diploma)	979.40
Pay point 2	1018.10

18. Supported wage system

[19 renumbered as 18 by [PR995399](#) ppc 26Mar10]

See Schedule F

19. National Training Wage

[New 19 inserted by [PR508061](#) from 01Jan10; substituted by [PR593874](#) ppc 01Jul17; varied by [PR606426](#)]

19.1 Schedule E to the *Miscellaneous Award 2010* sets out minimum wage rates and conditions for employees undertaking traineeships.

[19.2 varied by [PR606426](#) ppc 01Jul18]

19.2 This award incorporates the terms of Schedule E to the *Miscellaneous Award 2010* as at 1 July 2018. Provided that any reference to “this award” in Schedule E to the *Miscellaneous Award 2010* is to be read as referring to the *Social, Community, Home Care and Disability Services Industry Award 2010* and not the *Miscellaneous Award 2010*.

20. Allowances

To view the current monetary amounts of work-related allowances refer to the [Allowances Sheet](#).

[20 renumbered as 19 by [PR995399](#); varied by [PR998179](#), [PR500495](#); [PR500495](#) set aside by [\[2010\]](#) [FWAFB 9880](#); varied by [PR505347](#); 19 renumbered as 20 by [PR508061](#) from 01Jan10; varied by [PR509252](#), [PR523082](#), [PR531544](#), [PR536885](#), [PR551808](#), [PR566909](#), [PR579607](#), [PR592355](#), [PR606578](#)]

20.1 Adjustment of expense related allowances

- (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

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recently published by the Australian Bureau of Statistics since the allowance was last adjusted.

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

Allowance	Applicable Consumer Price Index figure
Board and lodging	Weighted average eight capital cities—CPI
Clothing, equipment and tools allowance	Clothing and footwear group
Meal allowances	Take away and fast foods sub-group
Vehicle/travel allowance	Private motoring sub-group

20.2 Clothing and equipment

- (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.
- (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.

[20.2(c) substituted by [PR531544](#) ppc 21Nov12]

- (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.
- (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.

20.3 Meal allowances

[20.3(a) varied by [PR998179](#), [PR509252](#), [PR523082](#), [PR536885](#), [PR551808](#), [PR566909](#), [PR592355](#), [PR606578](#) ppc 01Jul18]

- (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 \$12.88 in addition to any overtime payment as follows:
 - (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 \$12.88 will be paid.
- (b) Clause 20.3(a) will not apply when an employee could reasonably return home for a meal within the meal break.
- (c) On request, meal allowance will be paid on the same day as overtime is worked.

20.4 First aid allowance

[19.4 varied by [PR500495](#) set aside by [\[2010\] FWAFB 9880](#); 20.4 substituted by [PR505347](#) from 01Jan10]

(a) First aid allowance—full-time employees

A weekly first aid allowance of 1.67% of the [standard rate](#) per week will be paid to a full-time employee where:

- (i) an employee is required by the employer to hold a current first aid certificate; and
- (ii) an employee, 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.

(b) First aid allowance—casual, [flexible ongoing](#) and part-time employees

The first aid allowance in 20.4(a) will apply to eligible part time, [flexible ongoing](#) and casual employees on a pro rata basis on the basis that the ordinary weekly hours of work for full-time employees are 38.

20.5 Travelling, transport and fares

[20.5(a) varied by [PR523082](#), [PR536885](#), [PR551808](#) ppc 01Jul14]

- (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.
- (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.
- (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.
- (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.

20.6 Telephone allowance

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.

20.7 Heat allowance

- (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.
- (b) It will be the responsibility of the employer to ascertain the temperature.
- (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 the shade in places where the temperature is raised by artificial means and:
 - (i) exceeds 40 degrees Celsius but does not exceed 46 degrees Celsius—0.05% of the [standard rate](#) per hour or part thereof; or
 - (ii) exceeds 46 degrees Celsius—0.06% of [standard rate](#) per hour or part thereof.

20.8 Board and lodging

[20.8 varied by [PR998179](#), [PR509252](#), [PR523082](#), [PR536885](#), [PR551808](#), [PR566909](#), [PR592355](#), [PR606578](#) ppc 01Jul18]

Where the employer provides board and lodging, the wage rates prescribed in this award will be reduced by the following amounts per week:

- (a) employees receiving full adult rate of pay—\$25.08; or
- (b) where the employee buys their meals at ruling cafeteria rates, by an additional amount of—\$15.61.

20.9 On call allowance

- (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.
- (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.

21. District allowances

[21 renumbered as 20 by [PR995399](#); 20 renumbered as 21 by [PR508061](#); deleted by [PR561478](#) ppc 05Mar15]

22. Accident pay

[22 renumbered as 21 by [PR995399](#); varied by [PR503704](#); 21 renumbered as 22 by [PR508061](#); deleted by [PR561478](#) ppc 05Mar15]

23. Superannuation

[Varied by [PR992047](#), [PR994887](#); 23 renumbered as 22 by [PR995399](#), 22 renumbered as 23 by [PR508061](#) ppc 01Jan10; varied by [PR530253](#), [PR532387](#), [PR533377](#), [PR546089](#)]

23.1 Superannuation legislation

- (a) Superannuation legislation, including the *Superannuation Guarantee (Administration) Act 1992* (Cth), the *Superannuation Guarantee Charge Act 1992* (Cth), the *Superannuation Industry (Supervision) Act 1993* (Cth) and the *Superannuation (Resolution of Complaints) Act 1993* (Cth), deals with the superannuation rights and obligations of employers and employees. Under superannuation legislation individual employees generally have the opportunity to choose their own superannuation fund. If an employee does not choose a superannuation fund, any superannuation fund nominated in the award covering the employee applies.

- (b) The rights and obligations in these clauses supplement those in superannuation legislation.

23.2 Employer contributions

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

23.3 Voluntary employee contributions

- (a) Subject to the governing rules of the relevant superannuation fund, an employee may, in writing, authorise their employer to pay on behalf of the employee a specified amount from the post-taxation wages of the employee into the same superannuation fund as the employer makes the superannuation contributions provided for in clause 23.2.
- (b) An employee may adjust the amount the employee has authorised their employer to pay from the wages of the employee from the first of the month following the giving of three months' written notice to their employer.
- (c) The employer must pay the amount authorised under clauses 23.3(a) or 23.3(b) no later than 28 days after the end of the month in which the deduction authorised under clauses 23.3(a) or (b) was made.

23.4 Superannuation fund

Unless, to comply with superannuation legislation, the employer is required to make the superannuation contributions provided for in clause 23.2 to another superannuation fund that is chosen by the employee, the employer must make the superannuation contributions provided for in clause 23.2 and pay the amount authorised under clauses 23.3(a) or (b) to one of the following superannuation funds or its successor:

- (a) FSS Trustee Corporation;
- (b) Health Industry Plan (HIP);
- (c) HESTA Super Fund;

[23.4(d) deleted by [PR546089](#) ppc 01Jan14]

[23.4(e) substituted by [PR533377](#) ppc 22Jan13; 23.4(e) renumbered as 23.4(d) by [PR546089](#) ppc 01Jan14]

- (d) Catholic Super (CSF);

[23.4(f) renumbered as 23.4(e) by [PR546089](#) ppc 01Jan14]

- (e) Mercy Super;

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[23.4(g) renumbered as 23.4(f) by [PR546089](#) ppc 01Jan14]

- (f) Sunsuper;

[23.4(h) renumbered as 23.4(g) by [PR546089](#) ppc 01Jan14]

- (g) Tasplan;

[23.4(i) substituted by [PR530253](#) ppc 26Oct12; 23.4(i) renumbered as 23.4(h) by [PR546089](#) ppc 01Jan14]

- (h) CareSuper;

[23.4(j) substituted by [PR532387](#) ppc 20Dec12; 23.4(j) renumbered as 23.4(i) by [PR546089](#) ppc 01Jan14]

- (i) NGS Super;

[23.4(k) deleted by [PR530253](#) ppc 26Oct12]

[23.4(l) renumbered as 23.4(k) by [PR530253](#), renumbered as 23.4(j) by [PR546089](#) ppc 01Jan14]

- (j) AustralianSuper;

[23.4(m) inserted by [PR994887](#) ppc 10Mar10; 23.4(m) renumbered as 23.4(l) by [PR530253](#), renumbered as 23.4(k) by [PR546089](#) ppc 01Jan14]

- (k) Statewide Superannuation Trust;

[23.4(m) renumbered as 23.4(n) by [PR994887](#), renumbered as 23.4(m) by [PR530253](#), renumbered as 23.4(l) and varied by [PR546089](#) ppc 01Jan14]

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

[New 23.4(m) inserted by [PR546089](#) ppc 01Jan14]

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

23.5 Absence from work—Social and community services employees

Subject to the governing rules of the relevant superannuation fund, the employer must also make the superannuation contributions provided for in clause 23.2 and pay the amount authorised under clauses 23.3(a) or (b):

- (a) **Paid leave**—while the employee is on any paid leave;
- (b) **Work-related injury or illness**—for the period of absence from work (subject to a maximum of 52 weeks) of the employee due to work-related injury or work-related illness provided that:

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- (i) the employee is receiving workers compensation payments or is receiving regular payments directly from the employer in accordance with the statutory requirements; and
- (ii) the employee remains employed by the employer.

24. Payment of wages

[24 renumbered as 23 by [PR995399](#), 23 renumbered as 24 by [PR508061](#) ppc 01Jan10]

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.

Part 5—Hours of Work and Related Matters

25. Ordinary hours of work and rostering

[25 renumbered as 24 and varied by [PR995399](#), 24 renumbered as 25 by [PR508061](#) ppc 01Jan10; varied by [PR531544](#), [PR700681](#)]

25.1 Ordinary hours of work

- (a) The ordinary hours of work will be 38 hours per week or an average of 38 hours per week and will be worked either:
 - (i) in a week of five days in shifts not exceeding eight hours each;
 - (ii) in a fortnight of 76 hours in 10 shifts not exceeding eight hours each; or
 - (iii) in a four week period of 152 hours to be worked as 19 shifts of eight hours each, subject to practicality.
- (b) By agreement, the ordinary hours in clause 25.1(a) may be worked up to 10 hours per shift.

25.2 Span of hours

(a) Day worker

The ordinary hours of work for a day worker will be worked between 6.00 am and 8.00 pm Monday to Sunday.

(b) Shiftworker

A shiftworker is an employee who works shifts in accordance with clause 29—[Shiftwork](#)~~Shiftwork~~.

25.3 Rostered days off

Employees, other than a [flexible ongoing or](#) 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.

25.4 Rest breaks between rostered work

[25.4 substituted by [PR531544](#) ppc 21Nov12]

- (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;
- (b) Notwithstanding the provisions of subclause (a), by agreement between the employee and the employer, the break between:
 - (i) the end of a shift and the commencement of a shift contiguous with the start of a sleepover; or
 - (ii) a shift commencing after the end of a shift contiguous with a sleepovermay not be less than eight hours.

25.5 Rosters

- (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.

[25.5(b) substituted by [PR700681](#) ppc 01Oct18]

- (b) Rostering arrangements and changes to rosters may be communicated by telephone, direct contact, mail, email, facsimile or any electronic means of communication.
- (c) It is not obligatory for the employer to display any roster of the ordinary hours of work of [flexible ongoing](#), casual or relieving staff.
- (d) **Change in roster**

[25.5(d) substituted by [PR531544](#) ppc 21Nov12]

- (i) Seven days' notice will be given of a change in a roster.
- (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.
- (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.

- (e) Where practicable, accrued days off (ADOs) will be displayed on the roster.
- (f) **Client cancellation**
 - (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.
 - (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.

25.6 Broken shifts

[25.6 varied by [PR995399](#) ppc 26Mar10]

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

- (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.

[25.6(b) substituted by [PR531544](#) ppc 21Nov12]

- (b) Payment for a broken shift will be at ordinary pay with penalty rates and shift allowances in accordance with clause 29—~~Shiftwork~~**Shiftwork**, with shift allowances being determined by the finishing time of the broken shift.
- (c) All work performed beyond the maximum span of 12 hours for a broken shift will be paid at double time.
- (d) An employee must receive a minimum break of 10 hours between broken shifts rostered on successive days.

25.7 Sleepovers

[25.7 substituted by [PR531544](#) ppc 21Nov12]

- (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.

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- (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.
- (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.
- (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.

25.8 24 hour care

[Preamble inserted by [PR531544](#) ppc 21Nov12]

This clause only applies to home care employees.

- (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.

25.9 Excursions

Where an employee agrees to supervise clients in excursion activities involving overnight stays from home, the following provisions will apply:

(a) Monday to Friday excursions

- (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.
- (ii) The employer and employee may agree to accrual of time instead of overtime payment for all other hours.
- (iii) Payment of sleepover allowance in accordance with the provision of clause 25.7.

(b) Weekend excursions

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.

26. Saturday and Sunday work

[26 renumbered as 25 by [PR995399](#), 25 renumbered as 26 by [PR508061](#) ppc 01Jan10; (varied by [PR539625](#) quashed in part by [\[2014\] FWCFB 379](#)); substituted by [PR546788](#)]

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 ~~2.9.2.9~~ ~~Shiftwork~~ ~~Shiftwork~~, the flexible ongoing loading prescribed in clause 10.4(b) and the casual loading prescribed in clause 10.6(b), and are not applicable to overtime hours worked on a Saturday or a Sunday.

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27. Breaks

[27 renumbered as 26 by [PR995399](#), 26 renumbered as 27 by [PR508061](#) ppc 01Jan10; varied by [PR531544](#)]

27.1 Meal breaks

- (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.
- (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.

[27.1(c) substituted by [PR531544](#) ppc 21Nov12]

- (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.

27.2 Tea breaks

- (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.
- (b) Tea breaks will count as time worked.

28. Overtime and penalty rates

[28 renumbered as 27 by [PR995399](#), 27 renumbered as 28 by [PR508061](#) ppc 01Jan10; varied by [PR546788](#), [PR587178](#)]

28.1 Overtime rates

(a) Full-time employees

A full-time employee will be paid the following payments for all work done in addition to their rostered ordinary hours on any day:

- (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;
- (ii) social and community services and crisis accommodation 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;
- (iii) for all authorised overtime on a Sunday, payment will be made at the rate of double time;
- (iv) for all authorised overtime on a public holiday, payment will be made at the rate of double time and a half; and
- (v) overtime rates under this clause will be in substitution for, and not cumulative upon, the shift premiums prescribed in clause 29—~~Shiftwork~~[Shiftwork](#) and Saturday and Sunday work premiums prescribed in clause 26—~~Saturday and Sunday work~~[Saturday and Sunday work](#).

(b) Part-time, flexible ongoing employees and casual employees

[28.1(b) renamed and substituted by [PR546788](#) ppc 04Mar14]

- (i) All time worked by part-time, flexible ongoing 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.
- (ii) All time worked by part-time, flexible ongoing 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)~~~~28.1(b)(iii)~~~~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 relevant flexible ongoing or casual loading in the case of flexible ongoing and 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 ~~29.2(2)~~ — Shiftwork;
 - (B) the flexible ongoing loading prescribed in clause 10.4(b);and
 - (~~C~~) the casual loading prescribed in clause 10.6(b);

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and are not applicable to ordinary hours worked on a Saturday or a Sunday.

28.2 Time off instead of payment for overtime

[28.2 substituted by [PR546788](#), [PR587178](#) ppc 14Dec16]

- (a) An employee and employer may agree in writing to the employee taking time off instead of being paid for a particular amount of overtime that has been worked by the employee.
- (b) Any amount of overtime that has been worked by an employee in a particular pay period and that is to be taken as time off instead of the employee being paid for it must be the subject of a separate agreement under clause 28.2.

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

EXAMPLE: By making an agreement under clause 28.2 an employee who worked 2 overtime hours is entitled to 2 hours' time off.

- (d) Time off must be taken:
- (i) within the period of 3 months after the overtime is worked; and
 - (ii) at a time or times within that period of 3 months agreed by the employee and employer.
- (e) If the employee requests at any time, to be paid for overtime covered by an agreement under clause 28.2 but not taken as time off, the employer must pay the employee for the overtime, in the next pay period following the request, at the overtime rate applicable to the overtime when worked, based on the rates of pay applying at the time payment is made.
- (f) If time off for overtime that has been worked is not taken within the period of 3 months mentioned in paragraph (d), the employer must pay the employee for the overtime, in the next pay period following those 3 months, at the overtime rate applicable to the overtime when worked, based on the rates of pay applying at the time payment is made.
- (g) The employer must keep a copy of any agreement under clause 28.2 as an employee record.
- (h) An employer must not exert undue influence or undue pressure on an employee to make, or not make, an agreement to take time off instead of payment for overtime.
- (i) An employee may, under section 65 of the Act, request to take time off, at a time or times specified in the request or to be subsequently agreed by the employer and the employee, instead of being paid for overtime worked by the employee. If the employer agrees to the request then clause 28.2 will apply, including the requirement for separate written agreements under paragraph (b) for overtime that has been worked.

Note: If an employee makes a request under section 65 of the Act for a change in working arrangements, the employer may only refuse that request on reasonable business grounds (see section 65(5) of the Act).

- (j) If, on the termination of the employee's employment, time off for overtime worked by the employee to which clause 28.2 applies has not been taken, the employer must pay the employee for the overtime at the overtime rate applicable to the overtime when worked, based on the rates of pay applying at the time payment is made.

Note: Under section 345(1) of the Act, a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 28.2.

28.3 Rest period after overtime

- (a) An employee, other than a [flexible ongoing or](#) 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.
- (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.

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.

29. Shiftwork

[29 renumbered as 28 by [PR995399](#), 28 renumbered as 29 by [PR508061](#) ppc 01Jan10; 29 varied by [PR511465](#)]

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

[29.2(a) deleted by [PR511465](#) from 01Jan10; 29.2(b), 29.2(c) and 29.2(d) renumbered as 29.2(a), 29.2(b) and 29.2(c) respectively by [PR511465](#) from 01Jan10]

- (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.

29.3 Shift allowances and penalty rates

- (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.
- (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.
- (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.

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

30. Higher duties

[30 renumbered as 29 by [PR995399](#), 29 renumbered as 30 by [PR508061](#) ppc 01Jan10]

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:

- (a) for two hours or less—the time so worked; or
- (b) where the time so worked exceeds two hours—a full day or shift.

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.

Part 6—Leave and Public Holidays

31. Annual leave

[31 renumbered as 30 by [PR995399](#), 30 renumbered as 31 by [PR508061](#) ppc 01Jan10]

[Varied by [PR583077](#)]

31.1 Annual leave is provided for in the NES. This clause contains additional provisions.

31.2 Quantum of leave

[31.2 substituted by [PR583077](#) ppc 29Jul16]

For the purpose of the NES, a shiftworker is an employee who works for more than four ordinary hours on 10 or more weekends during the yearly period in respect of which their annual leave accrues and is entitled to an additional week's annual leave on the same terms and conditions.

31.3 Annual leave loading

- (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.
- (b) Shiftworkers, in addition to their ordinary pay, will be paid the higher of:
 - (i) an annual leave loading of 17.5% of their ordinary rate of pay; or
 - (ii) the weekend and shift penalties the employee would have received had they not been on leave during the relevant period.

31.4 Annual leave in advance

[31.4 inserted by [PR583077](#) ppc 29Jul16]

- (a) An employer and employee may agree in writing to the employee taking a period of paid annual leave before the employee has accrued an entitlement to the leave.
- (b) An agreement must:
 - (i) state the amount of leave to be taken in advance and the date on which leave is to commence; and
 - (ii) be signed by the employer and employee and, if the employee is under 18 years of age, by the employee's parent or guardian.

Note: An example of the type of agreement required by clause 31.4 is set out at Schedule I. There is no requirement to use the form of agreement set out at Schedule I.

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- (c) The employer must keep a copy of any agreement under clause 31.4 as an employee record.
- (d) If, on the termination of the employee's employment, the employee has not accrued an entitlement to all of a period of paid annual leave already taken in accordance with an agreement under clause 31.4, the employer may deduct from any money due to the employee on termination an amount equal to the amount that was paid to the employee in respect of any part of the period of annual leave taken in advance to which an entitlement has not been accrued.

31.5 Cashing out of annual leave

[31.5 inserted by [PR583077](#) ppc 29Jul16]

- (a) Paid annual leave must not be cashed out except in accordance with an agreement under clause 31.5.
- (b) Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement under clause 31.5.
- (c) An employer and an employee may agree in writing to the cashing out of a particular amount of accrued paid annual leave by the employee.
- (d) An agreement under clause 31.5 must state:
 - (i) the amount of leave to be cashed out and the payment to be made to the employee for it; and
 - (ii) the date on which the payment is to be made.
- (e) An agreement under clause 31.5 must be signed by the employer and employee and, if the employee is under 18 years of age, by the employee's parent or guardian.
- (f) The payment must not be less than the amount that would have been payable had the employee taken the leave at the time the payment is made.
- (g) An agreement must not result in the employee's remaining accrued entitlement to paid annual leave being less than 4 weeks.
- (h) The maximum amount of accrued paid annual leave that may be cashed out in any period of 12 months is 2 weeks.
- (i) The employer must keep a copy of any agreement under clause 31.5 as an employee record.

Note 1: Under [section 344 of the Fair Work Act](#), an employer must not exert undue influence or undue pressure on an employee to make, or not make, an agreement under clause 31.5.

Note 2: Under section 345(1) of the Fair Work Act, a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 31.5.

Note 3: An example of the type of agreement required by clause 31.5 is set out at Schedule J. There is no requirement to use the form of agreement set out at Schedule J.

31.6 Excessive leave accruals: general provision

[31.6 inserted by [PR583077](#) ppc 29Jul16]

Note: Clauses 31.6 to 31.8 contain provisions, additional to the National Employment Standards, about the taking of paid annual leave as a way of dealing with the accrual of excessive paid annual leave. See Part 2.2, Division 6 of the Fair Work Act.

- (a) An employee has an **excessive leave accrual** if the employee has accrued more than 8 weeks' paid annual leave (or 10 weeks' paid annual leave for a shiftworker, as defined by clause 31.2).
- (b) If an employee has an excessive leave accrual, the employer or the employee may seek to confer with the other and genuinely try to reach agreement on how to reduce or eliminate the excessive leave accrual.
- (c) Clause 31.7 sets out how an employer may direct an employee who has an excessive leave accrual to take paid annual leave.
- (d) Clause 31.8 sets out how an employee who has an excessive leave accrual may require an employer to grant paid annual leave requested by the employee.

31.7 Excessive leave accruals: direction by employer that leave be taken

[31.7 inserted by [PR583077](#) ppc 29Jul16]

- (a) If an employer has genuinely tried to reach agreement with an employee under clause 31.6(b) but agreement is not reached (including because the employee refuses to confer), the employer may direct the employee in writing to take one or more periods of paid annual leave.
- (b) However, a direction by the employer under paragraph (a):
 - (i) is of no effect if it would result at any time in the employee's remaining accrued entitlement to paid annual leave being less than 6 weeks when any other paid annual leave arrangements (whether made under clause 31.6, 31.7 or 31.8 or otherwise agreed by the employer and employee) are taken into account; and
 - (ii) must not require the employee to take any period of paid annual leave of less than one week; and

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- (iii) must not require the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the direction is given; and
 - (iv) must not be inconsistent with any leave arrangement agreed by the employer and employee.
- (c) The employee must take paid annual leave in accordance with a direction under paragraph (a) that is in effect.
 - (d) An employee to whom a direction has been given under paragraph (a) may request to take a period of paid annual leave as if the direction had not been given.

Note 1: Paid annual leave arising from a request mentioned in paragraph (d) may result in the direction ceasing to have effect. See clause 31.7(b)(i).

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

31.8 Excessive leave accruals: request by employee for leave

[31.8 inserted by [PR583077](#); substituted by [PR583077](#) ppc 29Jul17]

- (a) If an employee has genuinely tried to reach agreement with an employer under clause 31.6(b) but agreement is not reached (including because the employer refuses to confer), the employee may give a written notice to the employer requesting to take one or more periods of paid annual leave.
- (b) However, an employee may only give a notice to the employer under paragraph (a) if:
 - (i) the employee has had an excessive leave accrual for more than 6 months at the time of giving the notice; and
 - (ii) the employee has not been given a direction under clause 31.7(a) that, when any other paid annual leave arrangements (whether made under clause 31.6, 31.7 or 31.8 or otherwise agreed by the employer and employee) are taken into account, would eliminate the employee's excessive leave accrual.
- (c) A notice given by an employee under paragraph (a) must not:
 - (i) if granted, result in the employee's remaining accrued entitlement to paid annual leave being at any time less than 6 weeks when any other paid annual leave arrangements (whether made under clause 31.6, 31.7 or 31.8 or otherwise agreed by the employer and employee) are taken into account; or
 - (ii) provide for the employee to take any period of paid annual leave of less than one week; or

- (iii) provide for the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the notice is given; or
- (iv) be inconsistent with any leave arrangement agreed by the employer and employee.
- (d) An employee is not entitled to request by a notice under paragraph (a) more than 4 weeks' paid annual leave (or 5 weeks' paid annual leave for a shiftworker, as defined by clause 31.2) in any period of 12 months.
- (e) The employer must grant paid annual leave requested by a notice under paragraph (a).

32. Personal/carer's leave and compassionate leave

[32 renumbered as 31 by [PR995399](#), 31 renumbered as 32 by [PR508061](#) ppc 01Jan10]

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

33. Community service leave

[33 renumbered as 32 by [PR995399](#), 32 renumbered as 33 by [PR508061](#) ppc 01Jan10]

Community service leave is provided for in the NES.

34. Public holidays

[34 renumbered as 33 by [PR995399](#), 33 renumbered as 34 by [PR508061](#) ppc 01Jan10]

34.1 Public holidays are provided for in the NES. This clause contains additional provisions.

34.2 Payment for working on a public holiday

- (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.
- (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.

35. Ceremonial leave

[35 renumbered as 34 by [PR995399](#); varied by [PR500675](#) from 01Jan10; 34 renumbered as 35 by [PR508061](#) ppc 01Jan10]

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.

36. Leave to deal with Family and Domestic Violence

[36 inserted by [PR609429](#) ppc 01Aug18]

36.1 This clause applies to all employees, including casuals.

36.2 Definitions

(a) In this clause:

family and domestic violence means violent, threatening or other abusive behaviour by a family member of an employee that seeks to coerce or control the employee and that causes them harm or to be fearful.

family member means:

- (i) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the employee; or
- (ii) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee; or
- (iii) a person related to the employee according to Aboriginal or Torres Strait Islander kinship rules.

(b) A reference to a spouse or de facto partner in the definition of family member in clause 36.2(a) includes a former spouse or de facto partner.

36.3 Entitlement to unpaid leave

An employee is entitled to 5 days' unpaid leave to deal with family and domestic violence, as follows:

- (a) the leave is available in full at the start of each 12 month period of the employee's employment; and
- (b) the leave does not accumulate from year to year; and
- (c) is available in full to part-time, [flexible ongoing](#) and casual employees.

Note: 1. A period of leave to deal with family and domestic violence may be less than a day by agreement between the employee and the employer.

2. The employer and employee may agree that the employee may take more than 5 days' unpaid leave to deal with family and domestic violence.

36.4 Taking unpaid leave

An employee may take unpaid leave to deal with family and domestic violence if the employee:

- (a) is experiencing family and domestic violence; and

- (b) needs to do something to deal with the impact of the family and domestic violence and it is impractical for the employee to do that thing outside their ordinary hours of work.

Note: The reasons for which an employee may take leave include making arrangements for their safety or the safety of a family member (including relocation), attending urgent court hearings, or accessing police services.

36.5 Service and continuity

The time an employee is on unpaid leave to deal with family and domestic violence does not count as service but does not break the employee's continuity of service.

36.6 Notice and evidence requirements

(a) Notice

An employee must give their employer notice of the taking of leave by the employee under clause 36. The notice:

- (i) must be given to the employer as soon as practicable (which may be a time after the leave has started); and
- (ii) must advise the employer of the period, or expected period, of the leave.

(b) Evidence

An employee who has given their employer notice of the taking of leave under clause 36 must, if required by the employer, give the employer evidence that would satisfy a reasonable person that the leave is taken for the purpose specified in clause 36.4.

Note: Depending on the circumstances such evidence may include a document issued by the police service, a court or a family violence support service, or a statutory declaration.

36.7 Confidentiality

- (a) Employers must take steps to ensure information concerning any notice an employee has given, or evidence an employee has provided under clause 36.6 is treated confidentially, as far as it is reasonably practicable to do so.
- (b) Nothing in clause 36 prevents an employer from disclosing information provided by an employee if the disclosure is required by an Australian law or is necessary to protect the life, health or safety of the employee or another person.

Note: Information concerning an employee's experience of family and domestic violence is sensitive and if mishandled can have adverse consequences for the employee. Employers should consult with such employees regarding the handling of this information.

36.8 Compliance

An employee is not entitled to take leave under clause 36 unless the employee complies with clause 36.

Schedule A—Transitional provisions

[Sched A varied by [PR999525](#), [PR503704](#), [PR508395](#), [PR519357](#)]

A.1 General

A.1.1 The provisions of this schedule deal with minimum obligations only.

A.1.2 The provisions of this schedule are to be applied:

- (a) when there is a difference, in money or percentage terms, between a provision in a relevant transitional minimum wage instrument (including the transitional default casual loading) or award-based transitional instrument on the one hand and an equivalent provision in this award on the other;
- (b) when a loading or penalty in a relevant transitional minimum wage instrument or award-based transitional instrument has no equivalent provision in this award;
- (c) when a loading or penalty in this award has no equivalent provision in a relevant transitional minimum wage instrument or award-based transitional instrument; or
- (d) when there is a loading or penalty in this award but there is no relevant transitional minimum wage instrument or award-based transitional instrument.

[A.1.3 inserted by [PR503704](#) ppc 01Jan11]

A.1.3 To avoid doubt, this schedule operates subject to the transitional pay equity orders referred to in clauses 15 and 17 of this award.

A.2 Minimum wages – existing minimum wage lower

A.2.1 The following transitional arrangements apply to an employer which, immediately prior to 1 January 2010:

- (a) was obliged,
- (b) but for the operation of an agreement-based transitional instrument or an enterprise agreement would have been obliged, or
- (c) if it had been an employer in the industry or of the occupations covered by this award would have been obliged

by a transitional minimum wage instrument and/or an award-based transitional instrument to pay a minimum wage lower than that in this award for any classification of employee.

A.2.2 In this clause minimum wage includes:

- (a) a minimum wage for a junior employee, an employee to whom training arrangements apply and an employee with a disability;

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- (b) a piecework rate; and
- (c) any applicable industry allowance.

[A.2.3 varied by [PR508395](#) ppc 11Apr11; [PR519357](#) ppc 19Jan12]

A.2.3 Prior to the first full pay period on or after 1 February 2012 the employer must pay no less than the minimum wage in the relevant transitional minimum wage instrument and/or award-based transitional instrument for the classification concerned to employees classified in the Family Day Care and Home Care classification streams in this award.

[A.2.4 substituted by [PR519357](#) ppc 19Jan12]

A.2.4 The difference between the minimum wage for the classification in the Family Day Care and Home Care classification streams in this award and the minimum wage in clause A.2.3 is referred to as the transitional amount.

[A.2.5 varied by [PR508395](#) ppc 11Apr11; [PR519357](#) ppc 19Jan12]

A.2.5 From the following dates the employer must pay no less than the minimum wage for the classification in this award minus the specified proportion of the transitional amount to employees classified in the Family Day Care and Home Care classification streams in this award:

First full pay period on or after

1 February 2012	60%
1 July 2012	40%
1 July 2013	20%

A.2.6 The employer must apply any increase in minimum wages in this award resulting from an annual wage review.

[A.2.7 varied by [PR519357](#) ppc 19Jan12]

A.2.7 Clauses A.2.4 and A.2.5 cease to operate from the beginning of the first full pay period on or after 1 July 2014.

[A.2.8 inserted by [PR519357](#) ppc 19Jan12]

A.2.8 Prior to the first full pay period on or after 1 July 2012, the employer must pay no less than the minimum wage in the relevant transitional minimum wage instrument and/or award-based transitional instrument for the classification concerned to employees classified in the Social and Community Services and Crisis Accommodation classification streams in this award.

[A.2.9 inserted by [PR519357](#) ppc 19Jan12]

A.2.9 Clause A.2.8 ceases to operate from the beginning of the first full pay period on or after 1 July 2012.

A.3 Minimum wages – existing minimum wage higher

A.3.1 The following transitional arrangements apply to an employer which, immediately prior to 1 January 2010:

- (a) was obliged,
- (b) but for the operation of an agreement-based transitional instrument or an enterprise agreement would have been obliged, or
- (c) if it had been an employer in the industry or of the occupations covered by this award would have been obliged

by a transitional minimum wage instrument and/or an award-based transitional instrument to pay a minimum wage higher than that in this award for any classification of employee.

A.3.2 In this clause minimum wage includes:

- (a) a minimum wage for a junior employee, an employee to whom training arrangements apply and an employee with a disability;
- (b) a piecework rate; and
- (c) any applicable industry allowance.

[A.3.3 varied by [PR508395](#) ppc 11Apr11; [PR519357](#) ppc 19Jan12]

A.3.3 Prior to the first full pay period on or after 1 February 2012 the employer must pay no less than the minimum wage in the relevant transitional minimum wage instrument and/or award-based transitional instrument for the classification concerned to employees classified in the Family Day Care and Home Care classification streams in this award.

[A.3.4 substituted by [PR519357](#) ppc 19Jan12]

A.3.4 The difference between the minimum wage for the classification in the Family Day Care and Home Care classification streams in this award and the minimum wage in clause A.3.3 is referred to as the transitional amount.

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[A.3.5 varied by [PR508395](#) ppc 11Apr11; [PR519357](#) ppc 19Jan12]

A.3.5 From the following dates the employer must pay no less than the minimum wage for the classification in this award plus the specified proportion of the transitional amount to employees classified in the Family Day Care and Home Care classification streams in this award:

First full pay period on or after

1 February 2012	60%
1 July 2012	40%
1 July 2013	20%

A.3.6 The employer must apply any increase in minimum wages in this award resulting from an annual wage review. If the transitional amount is equal to or less than any increase in minimum wages resulting from the 2010 annual wage review the transitional amount is to be set off against the increase and the other provisions of this clause will not apply.

[A.3.7 varied by [PR519357](#) ppc 19Jan12]

A.3.7 Clauses A.3.4 to A.3.6 cease to operate from the beginning of the first full pay period on or after 1 July 2014.

[A.3.8 inserted by [PR519357](#) ppc 19Jan12]

A.3.8 Prior to the first full pay period on or after 1 July 2012, the employer must pay no less than the minimum wage in the relevant transitional minimum wage instrument and/or award-based transitional instrument for the classification concerned to employees classified in the Social and Community Services and Crisis Accommodation classification streams in this award.

[A.3.9 inserted by [PR519357](#) ppc 19Jan12]

A.3.9 From the first full pay period on or after 1 July 2012, the employer must pay an employee who is classified in either the Social and Community Services or Crisis Accommodation classification streams in this award no less than either:

- (a) the minimum wage for the relevant classification in this award; or
- (b) the minimum wage in the relevant transitional minimum wage instrument and/or award-based transitional instrument for the classification concerned

whichever is higher.

[A.3.10 inserted by [PR519357](#) ppc 19Jan12]

A.3.10 The employer must apply any increase in minimum wages in this award resulting from an annual wage review to the amounts in clause A.3.9.

[A.3.11 inserted by [PR519357](#) ppc 19Jan12]

A.3.11 Clause A.3.9 ceases to operate from the beginning of the first full pay period on or after 1 July 2014.

A.4 Loadings and penalty rates

For the purposes of this schedule loading or penalty means a:

- casual or part-time loading;
- Saturday, Sunday, public holiday, evening or other penalty;
- shift allowance/penalty.

A.5 Loadings and penalty rates – existing loading or penalty rate lower

A.5.1 The following transitional arrangements apply to an employer which, immediately prior to 1 January 2010:

- (a) was obliged,
- (b) but for the operation of an agreement-based transitional instrument or an enterprise agreement would have been obliged, or
- (c) if it had been an employer in the industry or of the occupations covered by this award would have been obliged

by the terms of a transitional minimum wage instrument or an award-based transitional instrument to pay a particular loading or penalty at a lower rate than the equivalent loading or penalty in this award for any classification of employee.

[A.5.2 varied by [PR999525](#), [PR508395](#) ppc 11Apr11; [PR519357](#) ppc 19Jan12]

A.5.2 Prior to the first full pay period on or after 1 February 2012 the employer must pay no less than the loading or penalty in the relevant transitional minimum wage instrument or award-based transitional instrument for the classification concerned to employees classified in the Family Day Care and Home Care classification streams in this award.

A.5.3 The difference between the loading or penalty in this award and the rate in clause A.5.2 is referred to as the transitional percentage.

[A.5.4 varied by [PR999525](#), [PR508395](#) ppc 11Apr11; [PR519357](#) ppc 19Jan12]

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A.5.4 From the following dates the employer must pay no less than the loading or penalty in this award minus the specified proportion of the transitional percentage to employees classified in the Family Day Care and Home Care classification streams in this award:

First full pay period on or after

1 February 2012	60%
1 July 2012	40%
1 July 2013	20%

[A.5.5 varied by [PR519357](#) ppc 19Jan12]

A.5.5 Clause A.5.4 ceases to operate from the beginning of the first full pay period on or after 1 July 2014.

[A.5.6 inserted by [PR519357](#) ppc 19Jan12]

A.5.6 Prior to the first full pay period on or after 1 July 2012, the employer must pay no less than the loading or penalty in the relevant transitional minimum wage instrument or award-based transitional instrument for the classification concerned to employees classified in the Social and Community Services and Crisis Accommodation classification streams in this award.

[A.5.7 inserted by [PR519357](#) ppc 19Jan12]

A.5.7 The difference between the loading or penalty in this award and the rate in clause A.5.6 is referred to as the transitional percentage.

[A.5.8 inserted by [PR519357](#) ppc 19Jan12]

A.5.8 From the following dates the employer must pay no less than the loading or penalty in this award minus the specified proportion of the transitional percentage to employees classified in the Social and Community Services and Crisis Accommodation classification streams in this award:

First full pay period on or after

1 July 2012	40%
1 July 2013	20%

[A.5.9 inserted by [PR519357](#) ppc 19Jan12]

A.5.9 Clauses A.5.6 to A.5.8 cease to operate from the beginning of the first full pay period on or after 1 July 2014.

A.6 Loadings and penalty rates – existing loading or penalty rate higher

A.6.1 The following transitional arrangements apply to an employer which, immediately prior to 1 January 2010:

- (a) was obliged,
- (b) but for the operation of an agreement-based transitional instrument or an enterprise agreement would have been obliged, or
- (c) if it had been an employer in the industry or of the occupations covered by this award would have been obliged

by the terms of a transitional minimum wage instrument or an award-based transitional instrument to pay a particular loading or penalty at a higher rate than the equivalent loading or penalty in this award, or to pay a particular loading or penalty and there is no equivalent loading or penalty in this award, for any classification of employee.

[A.6.2 varied by [PR999525](#), [PR508395](#) ppc 11Apr11; [PR519357](#) ppc 19Jan12]

A.6.2 Prior to the first full pay period on or after 1 February 2012 the employer must pay no less than the loading or penalty in the relevant transitional minimum wage instrument or award-based transitional instrument to employees classified in the Family Day Care and Home Care classification streams in this award.

A.6.3 The difference between the loading or penalty in this award and the rate in clause A.6.2 is referred to as the transitional percentage. Where there is no equivalent loading or penalty in this award, the transitional percentage is the rate in A.6.2.

[A.6.4 varied by [PR999525](#), [PR508395](#) ppc 11Apr11; [PR519357](#) ppc 19Jan12]

A.6.4 From the following dates the employer must pay no less than the loading or penalty in this award plus the specified proportion of the transitional percentage to employees classified in the Family Day Care and Home Care classification streams in this award:

First full pay period on or after

1 February 2012	60%
1 July 2012	40%

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First full pay period on or after

1 July 2013 20%

[A.6.5 varied by [PR519357](#) ppc 19Jan12]

A.6.5 Clauses A.6.2 to A.6.4 cease to operate from the beginning of the first full pay period on or after 1 July 2014.

[A.6.6 inserted by [PR519357](#) ppc 19Jan12]

A.6.6 Prior to the first full pay period on or after 1 July 2012, the employer must pay no less than the loading or penalty in the relevant transitional minimum wage instrument or award-based transitional instrument for the classification concerned to employees classified in the Social and Community Services and Crisis Accommodation classification streams in this award.

[A.6.7 inserted by [PR519357](#) ppc 19Jan12]

A.6.7 The difference between the loading or penalty in this award and the rate in clause A.6.6 is referred to as the transitional percentage.

[A.6.8 inserted by [PR519357](#) ppc 19Jan12]

A.6.8 From the following dates the employer must pay no less than the loading or penalty in this award plus the specified proportion of the transitional percentage to employees classified in the Social and Community Services and Crisis Accommodation classification streams in this award:

First full pay period on or after

1 July 2012 40%

1 July 2013 20%

[A.6.9 inserted by [PR519357](#) ppc 19Jan12]

A.6.9 Clauses ~~A.6.6A.6.6A.6.6~~ to ~~A.6.8A.6.8A.6.8~~ cease to operate from the beginning of the first full pay period on or after 1 July 2014.

A.7 Loadings and penalty rates – no existing loading or penalty rate

A.7.1 The following transitional arrangements apply to an employer not covered by clause A.5 or A.6 in relation to a particular loading or penalty in this award.

[A.7.2 varied by [PR999525](#), [PR508395](#) ppc 11Apr11; [PR519357](#) ppc 19Jan12]

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A.7.2 Prior to the first full pay period on or after 1 February 2012 the employer need not pay the loading or penalty in this award to employees classified in the Family Day Care and Home Care classification streams in this award.

[A.7.3 varied by [PR999525](#), [PR508395](#) ppc 11Apr11; [PR519357](#) ppc 19Jan12]

A.7.3 From the following dates the employer must pay no less than the following percentage of the loading or penalty in this award to employees classified in the Family Day Care and Home Care classification streams in this award:

First full pay period on or after

1 February 2012	40%
1 July 2012	60%
1 July 2013	80%

[A.7.4 varied by [PR519357](#) ppc 19Jan12]

A.7.4 Clauses A.7.2 and A.7.3 cease to operate from the beginning of the first full pay period on or after 1 July 2014.

[A.7.5 inserted by [PR519357](#) ppc 19Jan12]

A.7.5 Prior to the first full pay period on or after 1 July 2012, the employer need not pay the loading or penalty in this award to employees classified in the Social and Community Services and Crisis Accommodation classification streams in this award.

[A.7.6 inserted by [PR519357](#) ppc 19Jan12]

A.7.6 From the following dates the employer must pay no less than the following percentage of the loading or penalty in this award to employees classified in the Social and Community Service and Crisis Accommodation classification streams in this award:

First full pay period on or after

1 July 2012	60%
1 July 2013	80%

[A.7.7 inserted by [PR519357](#) ppc 19Jan12]

A.7.7 Clauses A.7.5 and A.7.6 cease to operate from the beginning of the first full pay period on or after 1 July 2014.

A.8 Former Division 2B employers

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[A.8 inserted by [PR503704](#) ppc 01Jan11]

- A.8.1** This clause applies to an employer which, immediately prior to 1 January 2011, was covered by a Division 2B State award.
- A.8.2** All of the terms of a Division 2B State award applying to a Division 2B employer are continued in effect until the end of the full pay period commencing before 1 February 2011.
- A.8.3** Subject to this clause, from the first full pay period commencing on or after 1 February 2011 a Division 2B employer must pay no less than the minimum wages, loadings and penalty rates which it would be required to pay under this Schedule if it had been a national system employer immediately prior to 1 January 2010.
- A.8.4** Despite clause A.8.3, where a minimum wage, loading or penalty rate in a Division 2B State award immediately prior to 1 February 2011 was lower than the corresponding minimum wage, loading or penalty rate in this award, nothing in this Schedule requires a Division 2B employer to pay more than the minimum wage, loading or penalty rate in this award.
- A.8.5** Despite clause A.8.3, where a minimum wage, loading or penalty rate in a Division 2B State award immediately prior to 1 February 2011 was higher than the corresponding minimum wage, loading or penalty rate in this award, nothing in this Schedule requires a Division 2B employer to pay less than the minimum wage, loading or penalty rate in this award.
- A.8.6** In relation to a Division 2B employer this Schedule commences to operate from the beginning of the first full pay period on or after 1 January 2011 and ceases to operate from the beginning of the first full pay period on or after 1 July 2014.

Schedule B—Classification Definitions—Social and Community Services Employees

[Varied by [PR995399](#), [PR995626](#), [PR526106](#)]

B.1 Social and community services employee level 1

B.1.1 Characteristics of the level

- (a) A person employed as a Social and community services employee level 1 works under close direction and undertakes routine activities which require the practical application of basic skills and techniques. They may include the initial recruit who may have limited relevant experience.
- (b) General features of work in this level consist of performing clearly defined activities with outcomes being readily attainable. Employees' duties at this level will be closely monitored with instruction and assistance being readily available.
- (c) Freedom to act is limited by standards and procedures. However, with experience, employees at this level may have sufficient freedom to exercise judgment in the planning of their own work within those confines.
- (d) Positions at this level will involve employees in extensive on-the-job training including familiarisation with the goals and objectives of the workplace.

[B.1.1(e) varied by [PR995399](#) ppc26Mar10]

- (e) Employees will be responsible for the time management of their work and required to use basic numeracy, written and verbal communication skills, and where relevant, skills required to assist with personal care and lifestyle support.
- (f) Supervision of other staff or volunteers is not a feature at this level. However, an experienced employee may have technical oversight of a minor work activity.
- (g) At this level, employers are expected to offer substantial internal and/or external training.

B.1.2 Responsibilities

A position at this level may include some of the following inputs or those of a similar value:

- (a) undertake routine activities of a clerical and/or support nature;
- (b) undertake straightforward operation of keyboard equipment including data input and word processing at a basic level;
- (c) provide routine information including general reception and telephonist duties;
- (d) provide general stenographic duties;

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- (e) apply established practices and procedures;
- (f) undertake routine office duties involving filing, recording, checking and batching of accounts, invoices, orders, stores requisitions and maintenance of an existing records system;

[B.1.2(g) inserted by [PR995399](#) ppc 26Mar10]

- (g) resident contact and interaction including attending to their personal care or undertaking generic domestic duties under direct or routine supervision and either individually or as part of a team as part of the delivery of disability services;

[B.1.2(h) inserted by [PR995399](#) ppc 26Mar10]

- (h) preparation of the full range of domestic duties including cleaning and food service, assistance to residents in carrying out personal care tasks under general supervision either individually or as part of a team as part of the delivery of disability services.

The minimum rate of pay for employees engaged in responsibilities which are prescribed by B.1.2(h) is pay point 2.

B.1.3 Requirements of the position

Some or all of the following are needed to perform work at this level:

- (a) **Skills, knowledge, experience, qualifications and/or training**
 - (i) developing knowledge of the workplace function and operation;
 - (ii) basic knowledge of administrative practices and procedures relevant to the workplace;
 - (iii) a developing knowledge of work practices and policies of the relevant work area;
 - (iv) basic numeracy, written and verbal communication skills relevant to the work area;
 - (v) at this level employers are required to offer substantial on-the-job training.
- (b) **Organisational relationships**

Work under direct supervision.
- (c) **Extent of authority**
 - (i) Work outcomes are clearly monitored.
 - (ii) Freedom to act is limited by standards and procedures.

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- (iii) Solutions to problems are found in established procedures and instructions with assistance readily available.
- (iv) Project completion according to instructions and established procedures.
- (v) No scope for interpretation.

(d) Progression

[B.1.3(d) inserted by [PR995399](#) ppc 26Mar10]

An employee primarily engaged in responsibilities which are prescribed by B.1.2(g) will, if full-time, progress to pay point 2 on completion of 12 months' industry experience, or if part-time, on completion of 1976 hours of industry experience. **Industry experience** means 12 months of relevant experience gained over the previous 3 years.

B.2 Social and community services employee level 2

B.2.1 Characteristics of the level

- (a) A person employed as a Social and community services employee level 2 will work under general guidance within clearly defined guidelines and undertake a range of activities requiring the application of acquired skills and knowledge.
- (b) General features at this level consist of performing functions which are defined by established routines, methods, standards and procedures with limited scope to exercise initiative in applying work practices and procedures. Assistance will be readily available. Employees may be responsible for a minor function and/or may contribute specific knowledge and/or specific skills to the work of the organisation. In addition, employees may be required to assist senior workers with specific projects.
- (c) Employees will be expected to have an understanding of work procedures relevant to their work area and may provide assistance to lower classified employees or volunteers concerning established procedures to meet the objectives of a minor function.
- (d) Employees will be responsible for managing time, planning and organising their own work and may be required to oversee and/or guide the work of a limited number of lower classified employees or volunteers. Employees at this level could be required to resolve minor work procedural issues in the relevant work area within established constraints.

[B.2.1(e) varied by [PR995399](#) ppc 26Mar10]

- (e) Employees who have completed an appropriate certificate and are required to undertake work related to that certificate will be appointed to this level. Where the

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appropriate certificate is a level 4 certificate the minimum rate of pay will be pay point 2.

- (f) Employees who have completed an appropriate diploma and are required to undertake work related to the diploma will commence at the second pay point of this level and will advance after 12 full-time equivalent months' satisfactory service.

B.2.2 Responsibilities

A position at this level may include some of the following:

- (a) undertake a range of activities requiring the application of established work procedures and may exercise limited initiative and/or judgment within clearly established procedures and/or guidelines;
- (b) achieve outcomes which are clearly defined;
- (c) respond to enquiries;
- (d) assist senior employees with special projects;
- (e) prepare cash payment summaries, banking reports and bank statements, post journals to ledger etc. and apply purchasing and inventory control requirements;
- (f) perform elementary tasks within a community service program requiring knowledge of established work practices and procedures relevant to the work area;
- (g) provide secretarial support requiring the exercise of sound judgment, initiative, confidentiality and sensitivity in the performance of work;
- (h) perform tasks of a sensitive nature including the provision of more than routine information, the receiving and accounting for moneys and assistance to clients;
- (i) assist in calculating and maintaining wage and salary records;
- (j) assist with administrative functions;

[B.2.2(k) inserted by [PR995399](#) ppc 26Mar10]

- (k) implementing client skills and activities programmes under limited supervision either individually or as part of a team as part of the delivery of disability services;

[B.2.2(l) inserted by [PR995399](#) ppc 26Mar10]

- (l) supervising or providing a wide range of personal care services to residents under limited supervision either individually or as part of a team as part of the delivery of disability services;

[B.2.2(m) inserted by [PR995399](#) ppc 26Mar10]

- (m) assisting in the development or implementation of resident care plans or the planning, cooking or preparation of the full range of meals under limited supervision either individually or as part of a team as part of the delivery of disability services;

[B.2.2(n) inserted by [PR995399](#) ppc 26Mar10]

- (n) possessing an appropriate qualification (as identified by the employer) at the level of certificate 4 or above and supervising the work of others (including work allocation, rostering and providing guidance) as part of the delivery of disability services as described above or in subclause B.1.2.

B.2.3 Requirements of the position

Some or all of the following are needed to perform work at this level:

- (a) **Skills, knowledge, experience, qualification and/or training**
 - (i) basic skills in oral and written communication with clients and other members of the public;
 - (ii) knowledge of established work practices and procedures relevant to the workplace;
 - (iii) knowledge of policies relating to the workplace;
 - (iv) application of techniques relevant to the workplace;
 - (v) developing knowledge of statutory requirements relevant to the workplace;
 - (vi) understanding of basic computing concepts.
- (b) **Prerequisites**
 - (i) an appropriate certificate relevant to the work required to be performed;
 - (ii) will have attained previous experience in a relevant industry, service or an equivalent level of expertise and experience to undertake the range of activities required;
 - (iii) appropriate on-the-job training and relevant experience; or
 - (iv) entry point for a diploma without experience.

(c) Organisational relationships

[B.2.3(c)(i) varied by [PR995399](#) ppc 26Mar10]

- (i) work under regular supervision except where this level of supervision is not required by the nature of responsibilities under B.2.2 being undertaken;
- (ii) provide limited guidance to a limited number of lower classified employees.

(d) Extent of authority

- (i) work outcomes are monitored;
- (ii) have freedom to act within established guidelines;
- (iii) solutions to problems may require the exercise of limited judgment, with guidance to be found in procedures, precedents and guidelines. Assistance will be available when problems occur.

B.3 Social and community services employee level 3

B.3.1 Characteristics of this level

- (a) A person employed as a Social and community services employee level 3 will work under general direction in the application of procedures, methods and guidelines which are well established.
- (b) General features of this level involve solving problems of limited difficulty using knowledge, judgment and work organisational skills acquired through qualifications and/or previous work experience. Assistance is available from senior employees. Employees may receive instruction on the broader aspects of the work. In addition, employees may provide assistance to lower classified employees.
- (c) Positions at this level allow employees the scope for exercising initiative in the application of established work procedures and may require the employee to establish goals/objectives and outcomes for their own particular work program or project.

[B.3.1(d) varied by [PR995399](#) ppc 26Mar10]

- (d) At this level, employees may be required to supervise lower classified staff or volunteers in their day-to-day work. Employees with supervisory responsibilities may undertake some complex operational work and may undertake planning and co-ordination of activities within a clearly defined area of the organisation including managing the day-to-day operations of a group of residential facility for persons with a disability.

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- (e) Employees will be responsible for managing and planning their own work and that of subordinate staff or volunteers and may be required to deal with formal disciplinary issues within the work area.
- (f) Those with supervisory responsibilities should have a basic knowledge of the principles of human resource management and be able to assist subordinate staff or volunteers with on-the-job training. They may be required to supervise more than one component of the work program of the organisation.

[B.3.1(g) varied by [PR526106](#) ppc 01Feb12]

- (g) Graduates with a three year degree that undertake work related to the responsibilities under this level will commence at no lower than pay point 3. Graduates with a four year degree that undertake work related to the responsibilities under this level will commence at no lower than pay point 4.

B.3.2 Responsibilities

To contribute to the operational objectives of the work area, a position at this level may include some of the following:

- (a) undertake responsibility for various activities in a specialised area;
- (b) exercise responsibility for a function within the organisation;
- (c) allow the scope for exercising initiative in the application of established work procedures;
- (d) assist in a range of functions and/or contribute to interpretation of matters for which there are no clearly established practices and procedures although such activity would not be the sole responsibility of such an employee within the workplace;
- (e) provide secretarial and/or administrative support requiring a high degree of judgment, initiative, confidentiality and sensitivity in the performance of work;
- (f) assist with or provide a range of records management services, however the responsibility for the records management service would not rest with the employee;
- (g) proficient in the operation of the computer to enable modification and/or correction of computer software systems or packages and/or identification problems. This level could include systems administrators in small to medium sized organisations whose responsibility includes the security/integrity of the system;
- (h) apply computing programming knowledge and skills in systems development, maintenance and implementation under direction of a senior employee;
- (i) supervise a limited number of lower classified employees or volunteers;

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- (j) allow the scope for exercising initiative in the application of established work procedures;
- (k) deliver single stream training programs;
- (l) co-ordinate elementary service programs;
- (m) provide assistance to senior employees;
- (n) where prime responsibility lies in a specialised field, employees at this level would undertake at least some of the following:
 - (i) undertake some minor phase of a broad or more complex assignment;
 - (ii) perform duties of a specialised nature;
 - (iii) provide a range of information services;
 - (iv) plan and co-ordinate elementary community-based projects or programs;
 - (v) perform moderately complex functions including social planning, demographic analysis, survey design and analysis.

[B.3.2(o) inserted by [PR995399](#) ppc 26Mar10]

- (o) in the delivery of disability services as described in subclauses B.1.2 or B.2.2, taking overall responsibility for the personal care of residents; training, co-ordinating and supervising other employees and scheduling work programmes; and assisting in liaison and co-ordination with other services and programmes.

B.3.3 Requirements of the job

Some or all of the following are needed to perform work at this level:

- (a) **Skills, knowledge, experience, qualifications and/or training**
 - (i) thorough knowledge of work activities performed within the workplace;
 - (ii) sound knowledge of procedural/operational methods of the workplace;
 - (iii) may utilise limited professional or specialised knowledge;
 - (iv) working knowledge of statutory requirements relevant to the workplace;
 - (v) ability to apply computing concepts.

(b) Prerequisites

[B.3.3(b)(i) varied by [PR526106](#) ppc 01Feb12]

- (i) entry level for graduates with a relevant three year degree that undertake work related to the responsibilities under this level—pay point 3;

[B.3.3(b)(ii) varied by [PR526106](#) ppc 01Feb12]

- (ii) entry level for graduates with a relevant four year degree that undertake work related to the responsibilities under this level—pay point 4;
- (iii) associate diploma with relevant experience; or
- (iv) relevant certificate with relevant experience, or experience attained through previous appointments, services and/or study of an equivalent level of expertise and/or experience to undertake the range of activities required.

(c) Organisational relationships

- (i) graduates work under direct supervision;

[B.3.3(c)(ii) substituted by [PR995399](#), varied by [PR995626](#) ppc 26Mar10]

- (ii) works under general supervision except where this level of supervision is not required by the nature of the responsibilities under B.3.2 being undertaken;
- (iii) operate as member of a team;
- (iv) supervision of other employees.

(d) Extent of authority

- (i) graduates receive instructions on the broader aspects of the work;
- (ii) freedom to act within defined established practices;
- (iii) problems can usually be solved by reference to procedures, documented methods and instructions. Assistance is available when problems occur.

B.4 Social and community services employee level 4

B.4.1 Characteristics of this level

- (a) A person employed as a Social and community services employee level 4 will work under general direction in functions that require the application of skills and knowledge appropriate to the work. Generally guidelines and work procedures are established.

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- (b) General features at this level require the application of knowledge and skills which are gained through qualifications and/or previous experience in a discipline. Employees will be expected to contribute knowledge in establishing procedures in the appropriate work-related field. In addition, employees at this level may be required to supervise various functions within a work area or activities of a complex nature.
- (c) Positions may involve a range of work functions which could contain a substantial component of supervision. Employees may also be required to provide specialist expertise or advice in their relevant discipline.
- (d) Work at this level requires a sound knowledge of program, activity, operational policy or service aspects of the work performed with a function or a number of work areas.
- (e) Employees require skills in managing time, setting priorities, planning and organising their own work and that of lower classified staff and/or volunteers where supervision is a component of the position, to achieve specific objectives.
- (f) Employees will be expected to set outcomes and further develop work methods where general work procedures are not defined.

B.4.2 Responsibilities

To contribute to the operational objectives of the workplace, a position at this level may include some of the following:

- (a) undertake activities which may require the employee to exercise judgment and/or contribute critical knowledge and skills where procedures are not clearly defined;
- (b) perform duties of a specialised nature requiring the development of expertise over time or previous knowledge;
- (c) identification of specific or desired performance outcomes;
- (d) contribute to interpretation and administration of areas of work for which there are no clearly established procedures;
- (e) expected to set outcomes and further develop work methods where general work procedures are not defined and could exercise judgment and contribute critical knowledge and skills where procedures are not clearly defined;
- (f) although still under general direction, there is greater scope to contribute to the development of work methods and the setting of outcomes. However, these must be within the clear objectives of the organisation and within budgetary constraints;
- (g) provide administrative support of a complex nature to senior employees;
- (h) exercise responsibility for various functions within a work area;

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- (i) provide assistance on grant applications including basic research or collection of data;
- (j) undertake a wide range of activities associated with program activity or service delivery;
- (k) develop, control and administer a records management service for the receipt, custody, control, preservation and retrieval of records and related material;
- (l) undertake computer operations requiring technical expertise and experience and may exercise initiative and judgment in the application of established procedures and practices;
- (m) apply computer programming knowledge and skills in systems development, maintenance and implementation;
- (n) provide a reference and research information service and technical service including the facility to understand and develop technologically based systems;
- (o) where the prime responsibility lies in a specialised field, employees at this level would undertake at least some of the following:
 - (i) liaise with other professionals at a technical/professional level;
 - (ii) discuss techniques, procedures and/or results with clients on straight forward matters;
 - (iii) lead a team within a specialised project;
 - (iv) provide a reference, research and/or technical information service;
 - (v) carry out a variety of activities in the organisation requiring initiative and judgment in the selection and application of established principles, techniques and methods;
 - (vi) perform a range of planning functions which may require exercising knowledge of statutory and legal requirements;
 - (vii) assist senior employees with the planning and co-ordination of a community program of a complex nature.

B.4.3 Requirements of the position

Some or all of the following are needed to perform work at this level:

- (a) **Skills, knowledge, experience, qualifications and/or training**
 - (i) knowledge of statutory requirements relevant to work;

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- (ii) knowledge of organisational programs, policies and activities;
- (iii) sound discipline knowledge gained through experience, training or education;
- (iv) knowledge of the role of the organisation and its structure and service;
- (v) specialists require an understanding of the underlying principles in the discipline.

(b) Prerequisites

- (i) relevant four year degree with one years relevant experience;
- (ii) three year degree with two years of relevant experience;
- (iii) associate diploma with relevant experience;
- (iv) lesser formal qualifications with substantial years of relevant experience; or
- (v) attained through previous appointments, service and/or study, an equivalent level of expertise and experience to undertake a range of activities,

(c) Employees undertaking specialised services will be promoted to this level once they have had the appropriate experience and undertake work related to the responsibilities under this level.

(d) Employees working as sole employees will commence at this level.

(e) Organisational relationships

- (i) works under general direction;
- (ii) supervises other staff and/or volunteers or works in a specialised field.

(f) Extent of authority

- (i) required to set outcomes within defined constraints;
- (ii) provides specialist technical advice;
- (iii) freedom to act governed by clear objectives and/or budget constraints which may involve the contribution of knowledge in establishing procedures within the clear objectives and/or budget constraints where there are no defined established practices;
- (iv) solutions to problems generally found in precedents, guidelines or instructions;
- (v) assistance usually available.

B.5 Social and community services employee level 5

B.5.1 Characteristics of the level

- (a)** A person employed as a Social and community services employee level 5 will work under general direction from senior employees. Employees undertake a range of functions requiring the application of a high level of knowledge and skills to achieve results in line with the organisation's goals.
- (b)** Employees adhere to established work practices. However, they may be required to exercise initiative and judgment where practices and direction are not clearly defined.
- (c)** General features at this level indicate involvement in establishing organisation programs and procedures. Positions will include a range of work functions and may involve supervision. Work may span more than one discipline. In addition, employees at this level may be required to assist in the preparation of, or prepare the organisation's budget. Employees at this level will be required to provide expert advice to employees classified at a lower level and volunteers.
- (d)** Positions at this level demand the application of knowledge which is gained through qualifications and/or previous experience. In addition, employees will be required to set priorities and monitor work flows in their area of responsibility which may include establishing work programs in small organisations.
- (e)** Employees are required to set priorities, plan and organise their own work and that of lower classified staff and/or volunteers and establish the most appropriate operational methods for the organisation. In addition, interpersonal skills are required to gain the co-operation of clients and staff.
- (f)** Employees responsible for projects and/or functions will be required to establish outcomes to achieve organisation goals. Specialists may be required to provide multi-disciplinary advice.

B.5.2 Responsibilities

To contribute to the operational objectives of the work area, a position at this level may include some of the following:

- (a)** responsibility for a range of functions within the organisation requiring a high level of knowledge and skills;
- (b)** undertake responsibility for a moderately complex project, including planning, co-ordination, implementation and administration;
- (c)** undertake a minor phase of a broader or more complex professional assignment;

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- (d) assist with the preparation of or prepare organisation or program budgets in liaison with management;
- (e) set priorities and monitor work flow in the areas of responsibility;
- (f) provide expert advice to employees classified at lower levels and/or volunteers;
- (g) exercise judgment and initiative where procedures are not clearly defined;
- (h) understanding of all areas of computer operation to enable the provision of advice and assistance when non-standard procedures/processes are required;
- (i) monitor and interpret legislation, regulations and other agreements relating to occupational health and safety, workers compensation and rehabilitation;
- (j) undertake analysis/design for the development and maintenance of projects and/or undertake programming in specialist areas. May exercise responsibility for a specialised area of computing operation
- (k) undertake publicity assignments within the framework of the organisation's publicity and promotions program. Such assignments would be of limited scope and complexity but would involve the co-ordination of facets of the total program including media liaison, design and layout of publications/displays and editing;
- (l) operate as a specialist employee in the relevant discipline where decisions made and taken rest with the employee with no reference to a senior employee;
- (m) undertake duties that require knowledge of procedures, guidelines and/or statutory requirements relevant to the organisation;
- (n) plan, co-ordinate, implement and administer the activities and policies including preparation of budget;
- (o) develop, plan and supervise the implementation of educational and/or developmental programs for clients;
- (p) plan, co-ordinate and administer the operation of a multi-functional service including financial management and reporting;
- (q) where the prime responsibility lies in professional services, employees at this level would undertake at least some of the following:
 - (i) under general direction undertake a variety of tasks of a specialised and/or detailed nature;
 - (ii) exercise professional judgment within prescribed areas;

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- (iii) carry out planning, studies or research for particular projects including aspects of design, formulation of policy, implementation of procedures and presentation;
- (iv) provide reports on progress of program activities including recommendations;
- (v) exercise a high level of interpersonal skills in dealing with the public and other organisations;
- (vi) plan, develop and operate a community service organisation of a moderately complex nature.

B.5.3 Requirements of the position

Some or all of the following are needed to perform work at this level:

(a) Skills, knowledge, experience, qualifications and/or training

- (i) knowledge of organisational programs, policies and activities;
- (ii) sound discipline knowledge gained through experience;
- (iii) knowledge of the role of the organisation, its structure and services.

(b) Prerequisites

- (i) relevant degree with relevant experience;
- (ii) associate diploma with substantial experience;
- (iii) qualifications in more than one discipline;
- (iv) less formal qualifications with specialised skills sufficient to perform at this level; or
- (v) attained through previous appointments, service and/or study an equivalent level of experience and expertise to undertake the range of activities required.

(c) Organisational relationships

- (i) work under general direction;
- (ii) supervise other employees and/or volunteers.

(d) Extent of authority

- (i) exercise a degree of autonomy;
- (ii) control projects and/or programs;
- (iii) set outcomes for lower classified staff;

- (iv) establish priorities and monitor work flow in areas of responsibility;
- (v) solutions to problems can generally be found in documented techniques, precedents and guidelines or instructions. Assistance is available when required.

B.6 Social and community services employee level 6

B.6.1 Characteristics of the level

- (a) A person employed as a Social and community services employee level 6 will operate under limited direction from senior employees or management and undertake a range of functions for which operational policies, practices and guidelines may need to be developed.
- (b) General features at this level allow employees the scope to influence the operational activities of the organisation and would require employees to be involved with establishing operational procedures which impact upon the organisation and/or the sections of the community served by it. Employees at this level will be expected to contribute to management of the organisation, assist or prepare budgets, establish procedures and work practices. Employees will be involved in the formation of programs and work practices and will be required to provide assistance and/or expert advice to other employees. Employees may be required to negotiate matters on behalf of the organisation.
- (c) Positions at this level will require responsibility for decision-making in the particular work area and the provision of expert advice. Employees will be required to provide consultation and assistance relevant to the workplace. Employees will be required to set outcomes for the work areas for which they are responsible so as to achieve the objectives of the organisation. They may be required to undertake the control and co-ordination of a program, project and/or significant work area. Employees require a good understanding of the long term goals of the organisation.
- (d) Employees may exercise managerial responsibility, work independently as specialists or may be a senior member of a single discipline project team or provide specialist support to a range of programs or activities. Positions at this level may be identified by: impact of activities undertaken or achievement of stated outcomes or objectives for the workplace; the level of responsibility for decision-making; the exercise of judgment; delegated authority; and the provision of expert advice.
- (e) Managing time is essential so outcomes can be achieved. A high level of interpersonal skills is required to resolve organisational issues, negotiate contracts, develop and motivate staff. Employees will be required to understand and implement effective staff management and personnel practices.

B.6.2 Responsibilities

To contribute to the operational objectives of the work area, a position at this level may include some of the following:

- (a) undertake significant projects and/or functions involving the use of analytical skills;
- (b) undertake managerial or specialised functions under a wide range of conditions to achieve results in line with organisation goals;
- (c) exercise managerial control, involving the planning, direction, control and evaluation of operations which include providing analysis and interpretation for either a major single or multi-specialist operation;
- (d) undertake a range of duties within the work area, including develop work practices and procedures; problem definition, planning and the exercise of judgment; provide advice on policy matters and contribute to their development;
- (e) negotiate on matters of significance within the organisation with other bodies and/or members of the public;
- (f) provide advice on matters of complexity within the work area and/or specialised area;
- (g) control and co-ordinate a work area or a larger organisation within budgetary constraints;
- (h) exercise autonomy in establishing the operation of the work area;
- (i) provide a consultancy service for a range of activities and/or to a wide range of clients;
- (j) where the prime responsibility lies in a specialised field an employee at this level would undertake at least some of the following:
 - (i) provide support to a range of activities or programs;
 - (ii) control and co-ordinate projects;
 - (iii) contribute to the development of new procedures and methodology;
 - (iv) provide expert advice and assistance relevant to the work area;
 - (v) supervise/manage the operation of a work area and monitor work outcomes;
 - (vi) supervise on occasions other specialised staff;
 - (vii) supervise/manage the operation of a discrete element which is part of a larger organisation;

- (viii) provide consultancy services for a range of activities.

B.6.3 Requirements of the position

Some or all of the following are needed to perform work at this level:

(a) Skills, knowledge, experience, qualification and/or training

- (i) comprehensive knowledge of organisation policies and procedures;
- (ii) specialist skills and/or supervision/management abilities exercised within a multi disciplinary or major single function operation;
- (iii) specialist knowledge gained through experience, training or education;
- (iv) appreciation of the long term goals of the organisation;
- (v) detailed knowledge of program activities and work practices relevant to the work area;
- (vi) knowledge of organisation structures and functions;
- (vii) comprehensive knowledge of requirements relevant to the discipline.

(b) Prerequisites

- (i) degree with substantial experience;
- (ii) post graduate qualification;
- (iii) associate diploma with substantial experience;
- (iv) attained through previous appointments, service and/or study with a combination of experience, expertise and competence sufficient to perform the duties required at this level.

(c) Organisational relationships

- (i) works under limited direction from senior employees of the Committee of Management or Board;
- (ii) supervision of staff.

(d) Extent of authority

- (i) exercise a degree of autonomy;
- (ii) may manage a work area or medium to large organisation or multi-worksite organisation;
- (iii) has significant delegated authority;

- (iv) selection of methods and techniques based on sound judgment;
- (v) manage significant projects and/or functions;
- (vi) solutions to problems can generally be found in documented techniques, precedents, or instructions. Advice available on complex or unusual matters.

B.7 Social and community services employee level 7

B.7.1 Characteristics of the level

- (a) A person employed as a Community services employee level 7 will operate under limited direction and exercise managerial responsibility for various functions within a section and/or organisation or operate as a specialist, a member of a specialised professional team or independently.
- (b) General features at this level require employees' involvement in establishing operational procedures which impact on activities undertaken and outcomes achieved by the organisation and/or activities undertaken by sections of the community served by the organisation.
- (c) Employees are involved in the formation/establishment of programs, the procedures and work practices within the organisation and will be required to provide assistance to other employees and/or sections.
- (d) Positions at this level will demand responsibility for decision-making and the provision of expert advice to other areas of the organisation. Employees would be expected to undertake the control and co-ordination of the organisation and major work initiatives. Employees require a good understanding of the long term goals of the organisation.
- (e) In addition, positions at this level may be identified by the level of responsibility for decision-making, the exercise of judgment and delegated authority and the provision of expert advice.
- (f) The management of staff is normally a feature at this level. Employees are required to set outcomes in relation to the organisation and may be required to negotiate matters on behalf of the organisation.

B.7.2 Responsibilities

To contribute to the operational objectives of the work area, a position at this level may include some of the following:

- (a) undertake managerial or specialised functions under a wide range of conditions to achieve results in line with divisional/corporate goals;

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- (b) exercise managerial control, involving the planning, direction, control and evaluation of operations which include providing analysis and interpretation for either a major single discipline or multi-discipline operation;
- (c) develop work practices and procedures for various projects;
- (d) establish work area outcomes;
- (e) prepare budget submissions for senior officers and/or the organisation;
- (f) develop and implement significant operational procedures;
- (g) review operations to determine their effectiveness;
- (h) develop appropriate methodology and apply proven techniques in providing specialised services
- (i) where prime responsibility lies in a professional field an officer at this level:
 - (i) controls and co-ordinates projects/programs within an organisation in accordance with corporate goals;
 - (ii) provides a consultancy service to a wide range of clients;
 - (iii) functions may involve complex professional problem solving;
 - (iv) provides advice on policy method and contributes to its development.

B.7.3 Requirements of the position

Some or all of the following are needed to perform work at this level:

- (a) **Skills, knowledge, experience, qualification and/or training**
 - (i) comprehensive knowledge of policies and procedures;
 - (ii) application of a high level of discipline knowledge;
 - (iii) qualifications are generally beyond those required through tertiary education alone, typically acquired through completion of higher education qualifications to degree level and extensive relevant experience;
 - (iv) lesser formal qualifications with acquisition of considerable skills and extensive relevant experience to an equivalent standard; or
 - (v) a combination of experience, expertise and competence sufficient to perform the duties required at this level.

(b) Organisational relationships

- (i) works under limited direction;
- (ii) normally supervises other employees and establishes and monitors work outcomes.

(c) Extent of authority

- (i) may manage section or organisation;
- (ii) has significant delegated authority;
- (iii) selection of methods and techniques based on sound judgment (guidance not always readily available within the organisation). Decisions and actions taken at this level may have significant effect on program/project/work areas being managed.

B.8 Social and community services employee level 8

B.8.1 Characteristics of this level

- (a) A person employed as a Social and community services employee level 8 is subject to broad direction from senior officers and will exercise managerial responsibility for the organisation's relevant activity. In addition, employees may operate as a senior specialist providing multi-functional advice to either various departments or directly to the organisation.
- (b) A person employed as a Social and community services employee level 8 will be subject to broad direction from management/the employer and will exercise managerial responsibility for an organisation. In addition, employees may operate as a senior specialist providing multi-functional advice to other professional employees, the employer, Committee or Board of Management.
- (c) General features of this level require the employee's involvement in the initiation and formulation of extensive projects or programs which impact on the organisation's goals and objectives. Employees are involved in the identification of current and future options and the development of strategies to achieve desired outcomes.
- (d) Additional features include providing financial, specialised, technical, professional and/or administrative advice on policy matters within the organisation and/or about external organisations such as government policy.
- (e) In addition, employees will be required to develop and implement techniques, work practices and procedures in all facets of the work area.

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- (f)** Employees at this level require a high level of proficiency in the application of theoretical approaches in the search of optimal solutions to new problems and opportunities which may be outside of the original field of specialisation.
- (g)** Positions at this level will demand responsibility for decision-making within the constraints of organisational policy and require the employees to provide advice and support to all facets of the organisation. Employees will have significant impact upon policies and programs and will be required to provide initiative, and have the ability to formulate, implement, monitor and evaluate projects and programs.
- (h)** Positions at this level may be identified by the significant independence of action within the constraints of organisational policy.

B.8.2 Responsibilities

A position at this level may include some of or similar responsibilities to:

- (a)** undertake work of significant scope and complexity. A major portion of the work requires initiative;
- (b)** undertake duties of innovative, novel and/or critical nature with little or no professional direction;
- (c)** undertake functions across a range of administrative, specialist or operational areas which include specific programs or activities, management of services delivery and the provision of high level advice;
- (d)** provide authoritative specialist advice on policy matters and contribute to the development and review of policies, both internal and external;
- (e)** manage extensive programs or projects in accordance with organisational goals. This may require the development, implementation and evaluation of those goals;
- (f)** administer complex policy and program matters;
- (g)** may offer consultancy service;
- (h)** evaluate and develop/revise methodology techniques with the organisation. The application of high level analytical skills in the attainment and satisfying of organisational objectives;
- (i)** where the prime responsibility is in a specialised field, employees at this level would undertake at least some of the following:
 - (i)** contribute to the development of operational policy;
 - (ii)** assess and review the standards of work of other specialised personnel/external consultants;

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- (iii) initiate and formulate organisational programs;
- (iv) implement organisational objectives within corporate goals;
- (v) develop and recommend ongoing plans and programs.

B.8.3 Requirements of the position

Some or all of the following are needed to perform work at this level:

(a) Skills, knowledge, experience, qualification and/or training

- (i) detailed knowledge of policy, programs, guidelines, procedures and practices of the organisation and external bodies;
- (ii) detailed knowledge of statutory requirements.

(b) Prerequisites

- (i) qualifications are generally beyond those normally acquired through a degree course and experience in the field of specialist expertise;
- (ii) substantial post graduate experience;
- (iii) lesser formal qualifications and the acquisition of considerable skills and extensive and diverse experience relative to an equivalent standard; or
- (iv) attained through previous appointments, service and/or study with a combination of experience, expertise and competence sufficient to perform the duties of the position.

Schedule C—Classification Definitions—Crisis Accommodation Employees

[Varied by [PR526106](#)]

C.1 Crisis accommodation employee level 1

C.1.1 Characteristics of this level

- (a) A person employed as a Crisis accommodation employee level 1 will work under general direction in the application of procedures, methods and guidelines that are well established. They would have obtained organisation or industry specific knowledge sufficient for them to give advice and/or information.
- (a) General features of this level involve solving problems of limited difficulty using knowledge, judgment and work organisational skills acquired through qualifications and/or previous work experience. Assistance is available from senior employees.
- (b) Positions at this level allow employees the scope for exercising initiative in the application of established work procedures and may require the employee to establish goals/objectives and outcomes for their own particular work program or project.
- (c) Employees will be responsible for managing and planning their own work.
- (d) Those with supervisory responsibilities should have a basic knowledge of the principles of human resource management and be able to assist subordinate staff or volunteers with on-the-job training. They may be required to supervise more than one component of the work program of the organisation.

[C.1.1(e) varied by [PR526106](#) ppc 01Feb12]

- (e) Graduates with a four year degree that undertake work related to the responsibilities under this level will commence at no lower than pay point 4.

C.1.2 Responsibilities

A position at this level may include some of the following:

- (a) undertake responsibility for various activities in a specialised area;
- (b) exercise responsibility for a function within the organisation;
- (c) allow the scope for exercising initiative in the application of established work procedures;
- (d) assist in a range of functions and/or contribute to interpretation of matters for which there are no clearly established practices and procedures although such activity would not be the sole responsibility of such an employee within the workplace;

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- (e) assist with or provide a range of records management services, however the responsibility for the records management service would not rest with the employee;
- (f) proficient in the operation of the computer to enable modification and/or correction of computer software systems or packages and/or identification of problems;
- (g) apply computing programming knowledge and skills in systems development, maintenance and implementation under direction of a senior employee;
- (h) supervise a limited number of volunteers;
- (i) allow the scope for exercising initiative in the application of established work procedures;
- (j) implement elementary service programs;
- (k) provide assistance to senior employees;
- (l) where prime responsibility lies in a specialised field, employees at this level will undertake at least some of the following:
 - (i) undertake some minor phase of a broad or more complex assignment;
 - (ii) perform duties of a specialised nature;
 - (iii) provide a range of information services;
 - (iv) plan and implement elementary community-based projects or programs;
 - (v) perform moderately complex functions including social planning, demographic analysis, survey design and analysis.

C.1.3 Requirements of the position

Some or all of the following are needed to perform work at this level:

- (a) **Skills, knowledge, experience, qualifications and/or training**
 - (i) thorough knowledge of work activities performed within the organisation;
 - (ii) sound knowledge of procedural methods of the organisation;
 - (iii) may utilise professional or specialised knowledge;
 - (iv) working knowledge of guidelines or statutory requirements relevant to the organisation;
 - (v) ability to apply computing concepts.

(b) Prerequisites

[C.1.3(b)(i) varied by [PR526106](#) ppc 01Feb12]

- (i) entry level for graduates with a relevant three year degree that undertake work related to the responsibilities under this level—pay point 3;

[C.1.3(b)(ii) varied by [PR526106](#) ppc 01Feb12]

- (ii) entry level for graduates with a relevant four year degree that undertake work related to the responsibilities under this level—pay point 4;
- (iii) associate diploma with experience;
- (iv) Advanced Certificate in Community Services with experience or its equivalent;
or
- (v) attained through previous appointments, service and/or study an equivalent level of expertise and experience to undertake the range of activities required.

(c) Organisational relationships

- (i) works under general direction;
- (ii) operate as a member of a team;
- (iii) supervision of volunteers.

(d) Extent of authority

- (i) receive instructions on the broader aspects of the work;
- (ii) freedom to act within defined established practices; that is, freedom to arrange work in a manner the employee feels most comfortable with provided there is no change to defined established work practices;
- (iii) may set outcomes or objectives for specific projects;
- (iv) problems can usually be solved by reference to procedures, documented methods and instructions. Assistance is available when problems occur.

C.2 Crisis accommodation employee level 2

C.2.1 Characteristics of this level

- (a) A person employed as a Crisis accommodation employee level 2 will work under general direction in functions that require the application of skills and knowledge appropriate to the work. Generally guidelines and work procedures are established.

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- (b) General features at this level require the application of knowledge and skills, which are gained through qualifications and/or previous experience in a discipline. Employees will be expected to contribute knowledge in establishing procedures in the appropriate work related field. In addition, employees at this level may be required to supervise various functions within a work area or activities of a complex nature.
- (c) Positions may involve a range of work functions, which could contain a substantial component of supervision. Employees may also be required to provide specialist expertise or advice in their relevant discipline.
- (d) Work at this level requires a sound knowledge of program, activity, operational policy or service aspects of the work performed within a function or a number of work areas.
- (e) Employees require skills in managing time, setting priorities, planning and organising their own work and that of lower classified staff and/or volunteers where supervision is a component of the position, to achieve specific objectives.
- (f) Employees will be expected to set outcomes and further develop work methods where general work procedures are not defined.

C.2.2 Responsibilities

To contribute to the operational objectives of the work area, a position at this level may include some of the following:

- (a) undertake activities which may require the employee to exercise judgment and/or contribute critical knowledge and skills where procedures are not clearly defined;
- (b) perform duties of a specialised nature requiring the development of expertise over time or previous knowledge;
- (c) identification of specific or desired performance outcomes;
- (d) contribute to interpretation and administration of areas of work for which there are no clearly established procedures;
- (e) expected to set outcomes and further develop work methods where general work procedures are not defined and could exercise judgment and contribute critical knowledge and skills where procedures are not clearly defined;
- (f) although still under general direction, there is a greater scope to contribute to the development of work methods and the setting of outcomes. However, these must be within the clear objectives of the organisation and within budgetary constraints;
- (g) provide administrative support of a complex nature to senior employees;

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- (h)** exercise responsibility for various functions within a work area;
- (i)** provide assistance to a more senior employee in planning, co-ordinating, implementing and administering the activities and policies including preparation of budgets;
- (j)** provide assistance on grant applications including basic research or collection of data;
- (k)** undertake a wide range of activities and policies including preparation of budgets;
- (l)** case manage clients under supervision;
- (m)** develop, control and administer a records management service for the receipt, custody, control, preservation and retrieval of records and related material;
- (n)** undertake computer operations requiring technical expertise and experience and may exercise initiative and judgment in the application of established procedures and practices;
- (o)** apply computer programming knowledge and skills in systems development, maintenance and implementation;
- (p)** provide a reference and research information service and technical service including the facility to understand and develop technologically based systems;
- (q)** where the prime responsibility lies in a specialised field, employees at this level would undertake at least some of the following:
 - (i)** liaise with other professionals at a technical/professional level;
 - (ii)** discuss techniques, procedures and/or results with clients on straight forward matters;
 - (iii)** lead a team within a specialised project;
 - (iv)** provide a reference, research and/or technical information service;
 - (v)** carry out a variety of activities in the organisation requiring initiative and judgment in the selection and application of established principles, techniques and methods;
 - (vi)** perform a range of planning functions which may require exercising knowledge of statutory and legal requirements;
 - (vii)** assist senior employees with the planning and co-ordination of a community program of a complex nature.

C.2.3 Requirements of the position

Some or all of the following are needed to perform work at this level:

- (a) Skills, knowledge, experience, qualifications and/or training**
 - (i) knowledge of statutory requirements relevant to work;
 - (ii) knowledge of organisation policies and activities;
 - (iii) knowledge of the role of the organisation and its services and/or functions;
 - (iv) specialists require an understanding of the underlying principles in the discipline;
 - (v) sound discipline knowledge gained through previous experience, training or education.
- (b) Prerequisites**
 - (i) relevant four year degree with two years relevant experience;
 - (ii) three year degree with three years of relevant experience;
 - (iii) associate diploma with relevant experience;
 - (iv) lesser formal qualifications with substantial years of relevant experience; or
 - (v) attained through previous appointments, service and/or study an equivalent level of expertise and experience to undertake a range of activities.
- (c)** employees undertaking specialised services will be promoted to this level once they have had the appropriate experience and undertake work related to the responsibilities under this level;
- (d)** employees working as sole employees will commence no lower than this level.
- (e) Organisational relationships**
 - (i) works under general direction;
 - (ii) supervises other staff and/or volunteers or works in a specialised field.
- (f) Extent of authority**
 - (i) required to set outcomes within defined constraints;
 - (ii) provides specialist technical advice;
 - (iii) freedom to act governed by clear objectives and/or budget constraints which may involve the contribution of knowledge in establishing procedures within

the clear objectives and/or budget constraints where there are no defined established practices;

- (iv) solutions to problems generally found in precedents, guidelines or instructions. Assistance usually available.

C.3 Crisis accommodation employee level 3

C.3.1 Characteristics of the level

- (a) A person employed as a Crisis accommodation employee level 3 will work under general direction from senior employees. Employees undertake a range of functions requiring the application of a high level of knowledge and skills to achieve results in line with the organisation's goals.
- (b) Employees adhere to established work practices. However, they may be required to exercise initiative and judgment where practices and direction are not clearly defined.
- (c) General features at this level indicate involvement in establishing organisation programs and procedures. Positions will include a range of work functions and may involve supervision. Work may span more than one discipline. In addition, employees at this level may be required to assist in the preparation of, or prepare the organisation's budget. Employees at this level will be required to provide expert advice to employees classified at a lower level and volunteers.
- (d) Positions at this level demand the application of knowledge, which is gained through qualifications and/or previous experience. In addition, employees will be required to set priorities and monitor work flows in their area of responsibility.
- (e) Employees are required to set priorities, plan and organise their own work and that of lower classified staff and/or volunteers and establish the most appropriate operational methods for the organisation. In addition, interpersonal skills are required to gain the co-operation of clients and staff.
- (f) Employees responsible for projects and/or functions will be required to establish outcomes to achieve organisation goals. Specialists may be required to provide multi-disciplinary advice.

C.3.2 Responsibilities

To contribute to the operational objectives of the work area, a position at this level may include some of the following:

- (a) responsibility for a range of functions within the organisation requiring a high level of knowledge and skills;

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- (b) undertake responsibility for a complex project, including planning, co-ordination, implementation and administration;
- (c) assist with the preparation of or prepare organisation or program budgets;
- (d) set priorities and monitor work flow in the areas of responsibility;
- (e) provide expert advice to employees classified at lower levels and/or volunteers;
- (f) exercise judgment and initiative where procedures are not clearly defined;
- (g) understanding of all areas of computer operation to enable the provision of advice and assistance when non-standard procedures/processes are required;
- (h) monitor and interpret legislation, regulations and other agreements relating to occupational health and safety, workers compensation and rehabilitation;
- (i) undertake analysis/design for the development and maintenance of projects and/or undertake programming in specialist areas. May exercise responsibility for a specialised area of computing operation;
- (j) undertake publicity assignments within the framework of the organisation's publicity and promotions program. Such assignments would be of limited scope and complexity but would involve the co-ordination of facets of the total program including media liaison, design and layout of publications/displays and editing;
- (k) operate as a specialist employee in the relevant discipline where decisions made and taken rest with the employee with no reference to a senior employee;
- (l) undertake duties that require knowledge of procedures, guidelines and/or statutory requirements relevant to the organisation;
- (m) plan, co-ordinate, implement and administer the activities and policies which may include preparation of budget;
- (n) develop, plan and supervise the implementation of educational and/or developmental programs for clients or community;
- (o) case management of clients.

C.3.3 Requirements of the position

Some or all of the following are needed to perform work at this level:

- (a) **Skills, knowledge, experience, qualifications and/or training:**
 - (i) knowledge of organisational programs, policies and activities;
 - (ii) sound discipline knowledge gained through experience;

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(iii) knowledge of the role of the organisation, its structure and services.

(b) Prerequisites

- (i) relevant degree with relevant experience;
- (ii) associate diploma with substantial experience;
- (iii) qualifications in more than one discipline;
- (iv) less formal qualifications with specialised skills sufficient to perform at this level; or
- (v) attained through previous appointments, service and/or study an equivalent level of experience and expertise to undertake the range of activities required.

(c) Organisational relationships

Supervise other employees and/or volunteers.

(d) Extent of authority

- (i) exercise a degree of autonomy;
- (ii) control projects and/or programs;
- (iii) set outcomes for lower classified staff;
- (iv) establish priorities and monitor work flow in areas of responsibility;
- (v) solutions to problems can generally be found in documented techniques, precedents and guidelines or instructions. Assistance is available when required.

C.4 Crisis accommodation employee level 4

C.4.1 Characteristics of the level

- (a) A person employed as a Crisis accommodation employee level 4 will operate under limited direction from senior employees or management and undertake a range of functions for which operational policies, practices and guidelines may need to be developed.
- (b) General features at this level allow employees the scope to influence the operational activities of the organisation and would require employees to be involved with establishing operational procedures which impact upon the organisation and/or the sections of the community served by it. Employees at this level will be expected to contribute to management of the organisation or a section thereof, assist or prepare budgets, establish procedures and work practices. Employees will be involved in the

formation of programs and work practices and will be required to provide assistance and/or expert advice to other employees. Employees may be required to negotiate matters on behalf of the organisation.

- (c) Positions at this level will require responsibility for decision-making in the particular work area and the provision of expert advice. Employees will be required to provide consultation and assistance relevant to the workplace. Employees will be required to set outcomes for the work areas for which they are responsible so as to achieve the objectives of the organisation. They may be required to undertake the control and co-ordination of a program, project and/or significant work area. Employees require a good understanding of the long term goals of the organisation.
- (d) Employees may exercise managerial responsibility, work independently as specialists or may be a senior member of a single discipline project team or provide specialist support to a range of programs or activities. Positions at this level may be identified by impact of activities undertaken or achievement of stated outcomes or objectives for the workplace; the level of responsibility for decision-making; the exercise of judgment; delegated authority; and the provision of expert advice.
- (e) Managing time is essential so outcomes can be achieved. A high level of interpersonal skills is required to resolve organisational issues, negotiate contracts, develop and motivate staff. Employees will be required to understand and implement effective staff management and personnel practices.
- (f) Graduates required to perform duties relevant to their qualification and undertake work related to the responsibilities under this level will commence at no lower than pay point 2.

C.4.2 Responsibilities

To contribute to the operational objectives of the work area, a position at this level may include some of the following:

- (a) undertake significant projects and/or functions involving the use of analytical skills;
- (b) undertake managerial or specialised functions under a wide range of conditions to achieve results in line with organisation goals;
- (c) exercise managerial control, involving the planning, direction, control and evaluation of operations which include providing analysis and interpretation for either a major single or multi-specialist operation; provide advice on matters of complexity within the work area and/or specialised area;
- (d) undertake a range of duties within the work area, including develop work practices and procedures; problem definition, planning and the exercise of judgment; provide advice on policy matters and contribute to their development;

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- (e) negotiate on matters of significance within the organisation with other bodies and/or members of the public;
- (f) control and co-ordinate a work area or a larger organisation within budgetary constraints;
- (g) exercise autonomy in establishing the operation of the work area;
- (h) plan, co-ordinate and administer the operation of a multi-functional service including financial management and reporting;
- (i) provide a consultancy service for a range of activities and/or to a wide range of clients;
- (j) where the prime responsibility lies in a specialised field an employee at this level would undertake at least some of the following:
 - (i) provide support to a range of activities or programs;
 - (ii) control and co-ordinate projects;
 - (iii) contribute to the development of new procedures and methodology;
 - (iv) provide expert advice and assistance relevant to the work area;
 - (v) supervise/manage the operation of a work area and monitor work outcomes;
 - (vi) supervise on occasions other specialised staff;
 - (vii) supervise/manage the operation of a discrete element which is part of a larger organisation;
 - (viii) provide consultancy services for a range of activities.

C.4.3 Requirements of the position

Some or all of the following are needed to perform work at this level:

- (a) **Skills, knowledge, experience, qualifications and/or training**
 - (i) comprehensive knowledge of organisation policies and procedures;
 - (ii) specialist skills and/or supervision/management abilities exercised within a multi-disciplinary or major single function operation;
 - (iii) specialist knowledge gained through experience, training or education;
 - (iv) appreciation of the long term goals of the organisation;

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- (v) detailed knowledge of program activities and work practices relevant to the work area;
- (vi) knowledge of organisation structures and functions;
- (vii) comprehensive knowledge of requirements relevant to the discipline.

(b) Prerequisites

- (i) degree with substantial experience;
- (ii) post graduate qualification;
- (iii) associate diploma with substantial experience; or
- (iv) attained through previous appointments, service and/or study with a combination of experience, expertise and competence sufficient to perform the duties required at this level.

(c) Organisational relationships

- (i) works under limited direction from senior employees of the Committee of Management or Board;
- (ii) manage a work area or medium to large organisation or multi-worksite organisation;

(d) Extent of authority

- (i) exercise a degree of autonomy;
- (ii) may manage a work area or medium to large organisation or multi-worksite organisation;
- (iii) has significant delegated authority; selection of methods and techniques based on sound judgment;
- (iv) manage significant projects and/or functions;
- (v) solutions to problems can generally be found in documented techniques, precedents, or instructions; advice available on complex or unusual matters.

Schedule D—Classification Definitions—Family Day Care Employees

D.1 Family day care employee level 1

An employee engaged at this level will undertake work that:

- D.1.1** will initially require completion of standard work routines, have clearly defined objectives/performance outcomes or undertake tasks of an assisting or supportive nature. Such employees will receive instruction/supervision from another employee as to the performance of their duties. Employees will require good communication, numeric and written skills and may require equipment skills (e.g. keyboard, switchboard etc). May include preparation for and involvement/assisting in childcare provider/caregiver training, support, social and/or learning activities. (e.g. equipment maintenance, monitoring and basic cataloguing);
- D.1.2** develops knowledge and skills, through experience about the organisation's procedures.

D.2 Family day care employee level 2

An employee engaged at this level, in addition to level 1 responsibilities:

- D.2.1** will be expected to operate with a degree of autonomy and may receive instruction from another employee as to the performance of their duties;
- D.2.2** may be responsible for particular functions with an agency which may include assisting in the administration and co-ordination of a unit of an agency;
- D.2.3** may require knowledge of child development, health, hygiene, welfare and safety issues relevant to their position (e.g. may select and order library equipment, maintain and distribute education equipment and materials and undertake cataloguing).

D.3 Family day care employee level 3

An employee engaged at this level, in addition to level 2 responsibilities:

- D.3.1** will be engaged in:
 - (a)** service delivery which may include: regular fieldwork, monitoring standards of childcare, support and development of childcare provider/caregivers, the recruitment, selection and training of childcare providers/caregivers, liaison with parents, placement of children, liaison with government departments; and/or
 - (b)** providing administrative support of a complex nature, which may include preparation of grant applications and/or preparation of budgets and/or the development and administration of records management and/or applications of computer program knowledge or skills,

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- D.3.2** where required will have knowledge of child development, an understanding of childcare, community development and welfare issues where appropriate, and a high level of interpersonal communications skills;
- D.3.3** would be expected to operate with a higher degree of autonomy than a level 2 employee and may operate under minimal supervision;
- D.3.4** may have involvement in service planning, policy development and implementation, responsibility for service delivery and ensuring statutory requirements are met;
- D.3.5** may be responsible for the overall administration and/or co-ordination of a unit/program of a service;
- D.3.6** may have involvement in more than one discipline within a service including planning for recruitment, assessment, training and development and support of childcare providers, early childhood education programming and health, hygiene, welfare and safety policy setting;
- D.3.7** may undertake projects requiring the use of analytical skills (e.g. basis research, collection of data) and subsequent preparation of reports and/or recommendations.

D.3.8 Qualification

Qualifications are as required by State or Statutes, or where such a Statute does not exist, experience in this or a related work discipline and ability to use appropriate skills and techniques.

D.4 Family day care employee level 4

An employee engaged under this level will, in addition to level 3 responsibilities:

- D.4.1** be responsible for the administration and/or co-ordination of a service;
- D.4.2** have a broad understanding of childcare, community development and welfare issues, support services liaison and community education and service administration;
- D.4.3** have substantial involvement in service planning, policy development, implementation and administration, responsibility for service delivery and ensuring statutory requirements are met;
- D.4.4** have involvement in more than one discipline/program within a service, which may include planning for recruitment, assessment, training and development and support of childcare providers/caregivers, early childhood education programming, health, hygiene, welfare and safety policy setting, financial management and reporting;
- D.4.5** undertake significant projects requiring the use of analytical skills and subsequent preparation of reports and/or recommendations;

D.4.6 have substantial human services management skills.

D.4.7 Qualifications

Requires relevant qualifications as per State Regulations.

D.5 Family day care employee level 5

D.5.1 An employee appointed to this level will operate at a higher level of discretion, skill and responsibility than a level 4 employee. In addition to the duties of a level 4 employee this employee will:

- (a) take a leadership role in areas of management;
- (b) operate with a higher level of independence and be responsible for the overall management of a complex scheme;
- (c) operate with a higher level of autonomy in the financial/human resources function of the scheme;
- (d) provide advice to the management committee on major areas of policy and/or on key issues of significance to the organisation;
- (e) exercise influence which would have a critical effect on the performance of the organisation as a whole;
- (f) manage and be responsible for multiple services or exercise skills and responsibility equivalent to managing a multiple service.

D.5.2 Multiple service means, for example, one or more family day care scheme(s) or one family day care scheme and a long day care centre and/or out-of-school hours care and/or vacation care.

[Schedule E deleted by [PR995399](#) ppc 26Mar10]

Schedule E—Classification Definitions—Home Care Employees

[Schedule F renumbered as Schedule E by [PR995399](#) ppc 26Mar10]

[Schedule E varied by [PR500644](#)]

E.1 Home care employee level 1

A position in this level has the following characteristics:

E.1.1 A person appointed to this position will have less than 12 months' experience in the industry.

E.1.2 Accountability and extent of authority

[Schedule E.1.2 varied by [PR500644](#) from 23Aug10]

An employee in this level performs broad tasks involving the utilisation of a range of basic skills in the provision of domestic assistance and support and is responsible for the quality of their work.

E.1.3 Judgment and decision-making

Work activities are routine and clearly defined. The tasks to be performed may involve the use of a limited range of techniques and methods within a specified range of work. An employee may resolve minor problems that relate to immediate work tasks.

E.1.4 Specialist knowledge and skills

Indicative but not exclusive tasks include: the undertaking of semi-skilled work, including cleaning, vacuuming, dusting, washing and ironing, shopping, sweeping paths, minor maintenance jobs, preparation and cooking of meals, defrosting refrigerators, emptying and cleaning of commodes, banking and account payment, organising appointments, assistance with care of pets, and care of indoor and outdoor pot plants.

E.1.5 Interpersonal skills

Positions in this level may require basic oral communication skills and where appropriate written skills, with clients, members of the public and other employees.

E.1.6 Qualifications and experience

An employee in this level will have commenced on-the-job training which may include an induction course.

E.2 Home care employee level 2

A position in this level has the following characteristics:

E.2.1 Accountability and extent of authority

An employee in this level performs broad tasks involving the utilisation of a range of developed skills in the provision of domestic assistance and support. Work performed falls within general guidelines but with scope to exercise discretion in the application of established practices and procedures. May assist others in the supervision of work of the same or lower level and is responsible for assuring the quality of work performed.

E.2.2 Judgment and decision-making

In these positions, the nature of the work is clearly defined with established procedures well understood or clearly documented. Employees in this level are called upon to use some originality in approach with solutions usually attributable to application of previously encountered procedures and practices.

E.2.3 Specialist knowledge and skills

Indicative but not exclusive tasks include: the provision of personal care, supervising daily hygiene, laying out clothes and assisting in dressing, make beds, tidy rooms, preparation and cooking of meals and assistance with meals, dry cleaning, perform gardening duties, undertake basic repairs, clean, fitting and removal of aids and appliances, monitoring medications, fitting and changing of catheters, assistance with communication, accompanying clients on outings, domestics assistance and organising appointments.

E.2.4 Interpersonal skills

Positions in this level require oral communication skills and where appropriate written skills, with clients, members of the public and other employees.

E.2.5 Qualifications and experience

As a minimum an employee in this level will have satisfactorily completed the requirements of level 1 or equivalent. Indicative but not exclusive of the qualifications required in this level include Home Care Certificate or equivalent; or relevant experience/on-the-job training commensurate with the requirements of work in this level.

E.3 Home care employee level 3

A position in this level has the following characteristics:

E.3.1 Accountability and extent of authority

Employees perform work under general supervision. Employees in this level have contact with the public or other employees which involves explanations of specific procedures and practices. Employees in this level are accountable for the quality, quantity and timeliness of their own work in so far as available resources permit, and for the care of assets entrusted to them.

E.3.2 Judgment and decision-making

These positions require personal judgment. The nature of work is usually specialised with procedures well understood and clearly documented. The particular tasks to be performed will involve selection from a range of techniques, systems, equipment, methods or processes.

E.3.3 Specialist knowledge and skills

Indicative but not exclusive tasks include: computer and other office skills; maintain mail register and records; sort, process and record invoices and correspondence; prepare meals and special functions; provide input into meal planning; order foodstuffs and commodities; liaise with dieticians on special needs; schedule work programs on a routine and regular basis; co-ordinate and direct the work of support staff including maintenance (no more than four); oversee the provision of domestic services; provide personal care to clients with particular emphasis on those requiring extra help due to specific physical problems or frailty; schedule maintenance work programs on a routine and regular basis; plan, develop, and co-ordinate diversional therapy programs and carry out general maintenance falling within the scope of trades skills.

E.3.4 Interpersonal skills

Positions in this level require skills in oral and written communication with clients, other employees and members of the public.

E.3.5 Qualifications and experience

Indicative but not exclusive of the qualifications required in this level is an accredited qualification to the position at the level of Certificate 3 and/or knowledge and skills gained through on-the-job training commensurate with the requirements of the work in this level.

E.4 Home care employee level 4

A position in this level has the following characteristics:

E.4.1 Accountability and extent of authority

Employees are expected to exercise discretion within standard practices and processes, undertaking and implementing quality control measures. Positions in this level may provide direction, leadership, administration and rostering of direct care employees.

E.4.2 Judgment and decision-making

The objectives of the work are well defined but the particular method, process of equipment to be used must be selected from a range of available alternatives. For employees undertaking rostering duties, the process often requires the quantification of the amount of resources needed to meet those objectives.

E.4.3 Specialist knowledge and skills

- (a) Employees will be required to plan, direct and train subordinate staff. Employees are also required to have a thorough understanding of the relevant technology, procedures and processes used within their operating unit.
- (b) Indicative but not exclusive of the skills required include: the manipulation of data e.g. modify fields of information and create spreadsheets; create new forms of files or records using a computer based records system; access and extract information from external sources e.g. local authorities; roster staff and direct work programs; oversee the work and training of lower level employees; provide guidance and counselling; assist in the development of budgets; order consumables and routine stock items used in domestic support areas; develop client care plans and oversee the provision of domestic services.

E.4.4 Interpersonal skills

Positions in this level require the ability to gain co-operation and assistance from members of the public and other employees in the performance of well defined activities. Employees in this level may also be expected to write reports in their field of expertise.

E.4.5 Qualifications and experience

An employee in this level will have satisfactorily completed the requirements of level 3 or equivalent as well as have relevant experience.

E.5 Home care employee level 5

A position in this level includes care co-ordinator, foreperson and maintenance supervisor. A position in this level has the following characteristics:

E.5.1 Accountability and extent of authority

- (a) Positions in this level may co-ordinate resources and/or give support to more senior employees or be engaged in duties of a specialist nature.
- (b) In positions where the prime responsibility is for resource co-ordination, the freedom to act is governed by clear objectives and/or budgets with frequent prior consultation with more senior employees and a regular reporting mechanism to ensure adherence to plans.
- (c) Whatever the nature of the position, employees in this level are accountable for the quality, effectiveness, cost and timeliness of the programs, projects or work plans under their control and for the safety and security of the assets being managed.
- (d) Employees with co-ordination responsibilities are also required to ensure that all employees under their direction are trained in safe working practices and in the safe

operation of equipment and are made aware of all occupational health and safety policies and procedures.

E.5.2 Judgment and decision-making

In these positions, the objectives of the work are usually well defined but the particular method, technology, process or equipment to be used must be selected from a range of available alternatives. However, problems in this level are often of a complex or technical nature with solutions not related to previously encountered situations and some creativity and originality is required. Guidance and counsel may be available within the time available to make a choice.

E.5.3 Specialist knowledge and skills

Co-ordinators in this level require a thorough understanding of the relevant technology, procedures and processes used within their operating unit. Co-ordinators are required to have an understanding of the function of the position within its organisational context, including relevant policies, regulations and precedents. Positions in this level may provide direction, leadership and structured training or on-the-job training to supervised employees or groups of employees.

E.5.4 Management skills

- (a) These positions require skills in managing time, setting priorities and planning and organising one's own work and that of supervised employees so as to achieve specific and set objectives in the most efficient way possible within the resources available and within a set timetable.
- (b) The position requires an understanding of and ability to implement basic personnel policies and practices including those related to equal employment opportunity, occupational health and safety and employees' training and development.

E.5.5 Interpersonal skills

Positions in this level require the ability to gain co-operation and assistance from clients, members of the public and other employees in the administration of defined activities and in the supervision of other employees or groups of employees. Employees in this level are expected to write reports in their field of expertise and to prepare external correspondence of a routine nature.

E.5.6 Qualifications and experience

The skills and knowledge needed for entry to this level are beyond those normally acquired through completion of a TAFE certificate or associate diploma alone. They might be acquired through completion of a degree or diploma course with little or no relevant work experience, or through lesser formal qualifications with relevant work skills, or through

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relevant experience and work skills commensurate with the requirements of work in this level.

Schedule F—Supported Wage System

[Sched G renumbered as Sched F by [PR995399](#) ppc 26Mar10; varied by [PR998748](#), [PR510670](#), [PR525068](#), [PR537893](#), [PR542220](#), [PR551831](#), [PR568050](#), [PR581528](#), [PR592689](#), [PR606630](#)]

F.1 This schedule defines the conditions which will apply to employees who because of the effects of a disability are eligible for a supported wage under the terms of this award.

[F.2 varied by [PR568050](#) ppc 01Jul15]

F.2 In this schedule:

approved assessor means a person accredited by the management unit established by the Commonwealth under the supported wage system to perform assessments of an individual's productive capacity within the supported wage system

assessment instrument means the tool provided for under the supported wage system that records the assessment of the productive capacity of the person to be employed under the supported wage system

disability support pension means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the *Social Security Act 1991* (Cth), as amended from time to time, or any successor to that scheme

relevant minimum wage means the minimum wage prescribed in this award for the class of work for which an employee is engaged

supported wage system (SWS) means the Commonwealth Government system to promote employment for people who cannot work at full award wages because of a disability, as documented in the Supported Wage System Handbook. The Handbook is available from the following website: www.jobaccess.gov.au

SWS wage assessment agreement means the document in the form required by the Department of Social Services that records the employee's productive capacity and agreed wage rate

F.3 Eligibility criteria

F.3.1 Employees covered by this schedule will be those who are unable to perform the range of duties to the competence level required within the class of work for which the employee is engaged under this award, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a disability support pension.

F.3.2 This schedule does not apply to any existing employee who has a claim against the employer which is subject to the provisions of workers compensation legislation or any provision of this award relating to the rehabilitation of employees who are injured in the course of their employment.

F.4 Supported wage rates

F.4.1 Employees to whom this schedule applies will be paid the applicable percentage of the relevant minimum wage according to the following schedule:

Assessed capacity (clause F.5F.5F.5)	Relevant minimum wage
%	%
10	10
20	20
30	30
40	40
50	50
60	60
70	70
80	80
90	90

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[F.4.2 varied by [PR998748](#), [PR510670](#), [PR525068](#), [PR537893](#), [PR551831](#), [PR568050](#), [PR581528](#), [PR592689](#), [PR606630](#) ppc 01Jul18]

F.4.2 Provided that the minimum amount payable must be not less than \$86 per week.

F.4.3 Where an employee's assessed capacity is 10%, they must receive a high degree of assistance and support.

F.5 Assessment of capacity

F.5.1 For the purpose of establishing the percentage of the relevant minimum wage, the productive capacity of the employee will be assessed in accordance with the Supported Wage System by an approved assessor, having consulted the employer and employee and, if the employee so desires, a union which the employee is eligible to join.

F.5.2 All assessments made under this schedule must be documented in an SWS wage assessment agreement, and retained by the employer as a time and wages record in accordance with the Act.

F.6 Lodgement of SWS wage assessment agreement

[F.6.1 varied by [PR542220](#) ppc 04Dec13]

- F.6.1** All SWS wage assessment agreements under the conditions of this schedule, including the appropriate percentage of the relevant minimum wage to be paid to the employee, must be lodged by the employer with the Fair Work Commission.

[F.6.2 varied by [PR542220](#) ppc 04Dec13]

- F.6.2** All SWS wage assessment agreements must be agreed and signed by the employee and employer parties to the assessment. Where a union which has an interest in the award is not a party to the assessment, the assessment will be referred by the Fair Work Commission to the union by certified mail and the agreement will take effect unless an objection is notified to the Fair Work Commission within 10 working days.

F.7 Review of assessment

The assessment of the applicable percentage should be subject to annual or more frequent review on the basis of a reasonable request for such a review. The process of review must be in accordance with the procedures for assessing capacity under the supported wage system.

F.8 Other terms and conditions of employment

Where an assessment has been made, the applicable percentage will apply to the relevant minimum wage only. Employees covered by the provisions of this schedule will be entitled to the same terms and conditions of employment as other workers covered by this award on a pro rata basis.

F.9 Workplace adjustment

An employer wishing to employ a person under the provisions of this schedule must take reasonable steps to make changes in the workplace to enhance the employee's capacity to do the job. Changes may involve re-design of job duties, working time arrangements and work organisation in consultation with other workers in the area.

F.10 Trial period

- F.10.1** In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of this schedule for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.
- F.10.2** During that trial period the assessment of capacity will be undertaken and the percentage of the relevant minimum wage for a continuing employment relationship will be determined.

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[F.10.3 varied by [PR998748](#), [PR510670](#), [PR525068](#), [PR537893](#), [PR551831](#), [PR568050](#), [PR581528](#), [PR592689](#), [PR606630](#) ppc 01Jul18]

- F.10.3** The minimum amount payable to the employee during the trial period must be no less than \$86 per week.
- F.10.4** Work trials should include induction or training as appropriate to the job being trialed.
- F.10.5** Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment will be entered into based on the outcome of assessment under clause F.5.

Schedule G—National Training Wage

[Sched G inserted by [PR508061](#) ppc 1Jan10; varied by [PR509131](#), [PR522962](#), [PR536765](#), [PR536765](#), [PR545787](#), [PR551688](#), [PR566780](#), [PR579887](#); deleted by [PR593874](#) ppc 01Jul17]

Schedule H—2017 Part-day Public Holidays

[Sched H inserted by [PR532630](#) ppc 23Nov12; renamed and varied by [PR544519](#) ppc 21Nov13; renamed and varied by [PR557581](#), [PR573679](#), [PR580863](#), [PR598110](#) ppc 04Dec17]

This schedule operates where this award otherwise contains provisions dealing with public holidays that supplement the NES.

- H.1** Where a part-day public holiday is declared or prescribed between 7.00pm and midnight on Christmas Eve (24 December 2017) or New Year's Eve (31 December 2017) the following will apply on Christmas Eve and New Year's Eve and will override any provision in this award relating to public holidays to the extent of the inconsistency:
- (a) All employees will have the right to refuse to work on the part-day public holiday if the request to work is not reasonable or the refusal is reasonable as provided for in the NES.
 - (b) Where a part-time or full-time employee is usually rostered to work ordinary hours between 7.00pm and midnight but as a result of exercising their right under the NES does not work, they will be paid their ordinary rate of pay for such hours not worked.
 - (c) Where a part-time or full-time employee is usually rostered to work ordinary hours between 7.00pm and midnight but as a result of being on annual leave does not work, they will be taken not to be on annual leave between those hours of 7.00pm and midnight that they would have usually been rostered to work and will be paid their ordinary rate of pay for such hours.
 - (d) Where a part-time or full-time employee is usually rostered to work ordinary hours between 7.00pm and midnight, but as a result of having a rostered day off (RDO) provided under this award, does not work, the employee will be taken to be on a public holiday for such hours and paid their ordinary rate of pay for those hours.
 - (e) Excluding annualised salaried employees to whom clause H.1(f) applies, where an employee works any hours between 7.00pm and midnight they will be entitled to the appropriate public holiday penalty rate (if any) in this award for those hours worked.
 - (f) Where an employee is paid an annualised salary under the provisions of this award and is entitled under this award to time off in lieu or additional annual leave for work on a public holiday, they will be entitled to time off in lieu or pro-rata annual leave equivalent to the time worked between 7.00pm and midnight.

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- (g) An employee not rostered to work between 7.00pm and midnight, other than an employee who has exercised their right in accordance with clause H.1(a), will not be entitled to another day off, another day's pay or another day of annual leave as a result of the part-day public holiday.

This schedule is not intended to detract from or supplement the NES.

This schedule is an interim provision and subject to further review.

Schedule I—Agreement to Take Annual Leave in Advance

[Sched I inserted by [PR583077](#) ppc 29Jul16]

Link to PDF copy of [Agreement to Take Annual Leave in Advance](#).

Name of employee: _____

Name of employer: _____

The employer and employee agree that the employee will take a period of paid annual leave before the employee has accrued an entitlement to the leave:

The amount of leave to be taken in advance is: ____ hours/days

The leave in advance will commence on: ____/____/20__

Signature of employee: _____

Date signed: ____/____/20__

Name of employer representative: _____

Signature of employer representative: _____

Date signed: ____/____/20__

[If the employee is under 18 years of age - include:]

I agree that:

if, on termination of the employee's employment, the employee has not accrued an entitlement to all of a period of paid annual leave already taken under this agreement, then the employer may deduct from any money due to the employee on termination an amount equal to the amount that was paid to the employee in respect of any part of the period of annual leave taken in advance to which an entitlement has not been accrued.

Name of parent/guardian: _____

Signature of parent/guardian: _____

Date signed: ____/____/20__

Schedule J—Agreement to Cash Out Annual Leave

[Sched J inserted by [PR583077](#) ppc 29Jul16]

Link to PDF copy of [Agreement to Cash Out Annual Leave](#).

Name of employee: _____

Name of employer: _____

The employer and employee agree to the employee cashing out a particular amount of the employee's accrued paid annual leave:

The amount of leave to be cashed out is: ____ hours/days

The payment to be made to the employee for the leave is: \$_____ subject to deduction of income tax/after deduction of income tax (strike out where not applicable)

The payment will be made to the employee on: ____/____/20____

Signature of employee: _____

Date signed: ____/____/20____

Name of employer representative: _____

Signature of employer representative: _____

Date signed: ____/____/20____

Include if the employee is under 18 years of age:

Name of parent/guardian: _____

Signature of parent/guardian: _____

Date signed: ____/____/20____