

## **IN THE FAIR WORK COMMISSION**

**Applicants: HEALTH SERVICES UNION OF AUSTRALIA and others**

**Matter: APPLICATION TO VARY THE AGED CARE AWARD 2010 and APPLICATION TO VARY THE SOCIAL, COMMUNITY, HOME CARE AND DISABILITY SERVICES INDUSTRY AWARD 2010**

**Matter No: AM2020/99 and AM2021/65**

### **HSU SUBMISSIONS RE: DRAFT DETERMINATIONS**

#### **INTRODUCTION**

1. In the decision handed down on 15 March 2024, the Full Bench published draft determinations designed to effect variations to the Aged Care Award and the Social, Community, Home Care and Disability Services Industry Award (SCHADS Award) to give effect to the decision: Aged Care Award 2010 [2024] FWCFB 150 at [279]. The Full Bench directed that the parties file any written submissions commenting on the draft determinations by 26 April 2024.
2. The HSU proposes some relatively minor variations be made to the draft determinations proposed by the Full Bench, as set out in the two further drafts filed with these submissions. These submissions address those changes and endeavour to explain the variations suggested by the HSU.

#### **AGED CARE AWARD**

##### **Clause 3.1 – definition**

3. The draft determination with respect to the Aged Care Award proposes to insert a definition of “aged care employee – direct care”. The insertion of such a definition is appropriate having regard to the creation of (or, more correctly, continuation) separate rates of pay for direct care employees. The HSU proposes that certain amendments be made to the proposed definition.
4. The purpose of the proposed amendments is to:

- a. clarify further that the list is disjunctive, that is, an employee need not do all of these things to be a direct care worker; and
  - b. avoid any suggestion that administering or assisting with administering medications is a default task that can be required of an employee without the necessary qualification.
5. The first matter is intended solely to avoid future confusion or disputation. On one view of the draft determination, the definition would require that the primary responsibility of an employee be to directly provide personal care services or recreational/lifestyle activity services which included each of the listed duties. The HSU does not understand that was the intention of the Full Bench.
6. The second matter is intended simply to make clear that aged care employees covered by the Aged Care Award will be involved in assisting with the provision of medical treatments and procedures when qualified to do so. There was considerable evidence in the proceedings concerning the involvement of personal care workers in medical treatments and procedures, including wound care, catheters and medication administration<sup>1</sup>. It is appropriate to make clear that aged care employees perform those duties were trained and qualified to do so.

#### **Clause 14.2**

7. The HSU proposes to amend the preamble to clause 14.2. The amendment to clause 14.2 is directed at addressing a practical issue that has arisen in the period between the concept of ‘the single most senior food service employee’ as a position attracting a greater work value being introduced into the Award and present. The HSU has previously foreshadowed this issue<sup>2</sup>.
8. As the Union understands matters, the point of the amendment was to recognise the additional skills exercised and responsibilities managed by the person who is

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<sup>1</sup> See evidence set out in the Lay Witness Evidence Report at [423]-[466].

<sup>2</sup> *Re Aged Care Award – Stage 2 Decision* [2023] FWCFB 93 at [50].

effectively ‘in charge’ of the kitchen; for example, meal planning and other matters<sup>3</sup>. The extension of the interim increase to ‘Head Chefs/Cooks’ arose from the submission of the Joint Employers that an increase in minimum wages for those employees was justified by work value reasons. The parties were invited to confer in relation to the quantum of the interim increase and the classifications to which it should apply<sup>4</sup>. That resulted in the separate rate of pay for the most senior food services employee<sup>5</sup>.

9. At some facilities, particularly large ones, this role can be occupied by different people on different shifts: i.e. employees performing the same job at different times. The HSU had understood the intention of the amendment was to capture the person actually engaged in this job. It would make little sense from a work value perspective for a Head Chef on morning shift to be paid more than a Head Chef on afternoon shift doing the same duties and tasks and having the same level of responsibility.
10. In practice, some employers are interpreting the current drafting as requiring the identification of a particular individual at a facility, rather than a particular role. Creative ‘solutions’ like giving neither worker the increased rate, picking the person who has the most years of service, or paying it to a person in an unrelated job have been observed. The outcome has the potential to give rise to unfairness in that differential pay rates are being applied to food services employees where more than one employee undertakes the responsibilities of the most senior food service employee.
11. It is appropriate that this be clarified. The amended drafting is directed at this issue in that it focuses attention on:
  - a. the role, not the individual; and
  - b. the fact of engagement rather than pure employment i.e. actually doing the relevant work rather than being hired to do so.

## **Clause B.2 – classification descriptors**

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<sup>3</sup> *Re Aged Care Award* [2023] FWCFB 40 at [16].

<sup>4</sup> *Re Aged Care Award* [2022] FWCFB 200 at [935].

<sup>5</sup> *Re Aged Care Award* [2023] FWCFB 93 at [74].

12. The HSU proposes the following amendments to the proposed classification descriptors.
13. First, levels 3 through 6 have been amended to include, after the reference to the qualification, the words 'or possesses equivalent knowledge and skills'. This language is found in the current award for the classifications of 'Aged care employee – direct care – level 4' by reference to a Certificate III qualification. Its effect is to slightly soften the barrier between classifications, to capture persons with lengthy experience but no formal qualifications, or qualifications not strictly 'equivalent' to a Certificate III in Aged Care. Given:
  - a. the nature of this work and the recognition that skills and knowledge develop significantly with time on the job;
  - b. there is a long history of employees performing work in residential aged care without formal qualifications and acquiring knowledge and skills through experience;
  - c. the absence of formal qualification requirements for personal care work has permitted long-standing employees to acquire knowledge and skills over time without formal recognition of qualifications; and
  - d. the current Award reflects that equivalent knowledge and skills may be acquired through experience without apparent issue.
14. It also avoids inadvertent consequences whereby a person without qualifications who has been classified at a particular level due to their recognised skills and experience could be potentially downgraded. The failure to recognise that an employee may have acquired equivalent knowledge and skills without formal qualification risks a significant number of experienced aged care workers being classified below the level appropriate for the work they are performing and below the level they have been classified to date.
15. Second, it is proposed to amend the classification descriptors for Aged care employee – direct care – level 5 and 6 to remove the imposition of the requirement that the relevant qualification be imposed 'as a requirement for the performance of their duties

by the employer'. The limitation upon access to level 5 and 6 would exclude from those levels persons who possess a Certificate IV in Ageing Support or equivalent if the employer did not consider it to be a requirement of the performance of their duties.

16. This phrase is not presently used in the Aged Care Award. It imports a new hard barrier able to be imposed entirely at the employer's discretion. In this industry, job roles are frequently not delineated by qualification type. A direct care worker with a Certificate IV will, in many circumstances, perform the same 'job' as a worker with a Certificate III or equivalent, but by virtue of their greater training will bring greater skills, knowledge and expertise to the performance of these tasks. The HSU's understanding of the proposed classification structure is that it is intended to recognise the greater level of skill and knowledge able to be applied by a worker with a higher qualification.
17. Inevitably, some employers will nevertheless insist that they do not 'require' the Certificate IV, and thus keep the employee at Level 3. This will:
  - a. lead to work in practice being undervalued by reason of the failure of an employer to properly recognise the skill and knowledge requirements of the duties of an employee;
  - b. give rise to the potential for differential outcomes for employees performing the same duties depending on a subjective assessment by the employer as to whether a Certificate IV or equivalent is required for the performance of the employee's duties; and
  - c. generate disputation as to whether the employer ought to consider a particular set of duties are required for the work of an employee; and
  - d. additionally disincentivise upskilling.
18. Additionally, because it is a new barrier, it runs the risk of persons being classified down a level from their present classification for no reason justifiable on work value grounds. In particular, it gives rise to the potential for employees required to supervise and train other direct care employees not to be classified at level 7 by reason of an assessment by the employer that a Certificate IV or equivalent is not required for the duties of the employee.
19. Third, in respect of Level 4, the HSU proposes to:

- a. reduce the period of industry experience required for progression from level 3 to level 4 from 4 years to 3 years;
  - b. clarify that the type of experience required so as to include direct care work either in a residential or home care context;
  - c. added two additional pathways into the classification, being medication administration and mentoring.
20. The first matter reflects the consensus in evidence, particularly from employer witnesses, that the skill improvement crystallises after 3 years. The employer witnesses contended that a personal care worker equipped with a Certificate III and 3 years' experience would be expected to execute the same skills with a higher level of proficiency and confidence that come with maturity in the role and that they observed a shift in the delivery of personal care by a new entrant in the workforce (equipped with a Certificate III) and a personal care worker (equipped with a Certificate III) and 3 years work experience<sup>6</sup>.
21. The HSU submitted in the earlier stage of the proceedings that a period of 3 years was longer than is appropriate to reflect the development of skills and knowledge in direct care through experience on the job. At the very least, a period of 3 years to progress from the entry level for a direct care worker with a Certificate III is the maximum that should be considered. It is a more appropriate time frame and has an appropriate foundation in the evidence. The point in time from which this experience should be considered is discussed below.
22. As to the second, it is appropriate that prior experience providing direct care to aged persons should be recognised for the purposes of progression whether it is undertaken in a residential care or home care setting. Experience as a home carer at its core uses and develops the same key skills in direct care work. There is substantial overlap between the two, including critically in the interpersonal aspects of the work<sup>7</sup>.

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<sup>6</sup> See, for example, Statement of Anna-Maria Wade dated 4 March 2022 at [47]; Statement of Mark Sewell dated 3 March 2022 at [93]; Closing Submissions of Joint Employers dated 22 July 2022 at [9.16].

<sup>7</sup> Although some differences exist in the context in which direct care is performed between residential care and home care, the Full Bench recognised the substantial overlap in the nature of the work, including by awarding the same increases for both classes of workers: *Re Aged Care Award* [2022] FWCFB 200 at [129]; *Re Aged Care Award* [2023] FWCFB 93 at [75].

Additionally, the evidence shows that there is a relatively high degree of transference between the roles, including persons who work both simultaneously. There is no reason this complementary experience should not be recognised.

23. The two additional pathways are designed to catch persons without 3 years' experience being regularly required to either:
  - a. administer or assist in administering medication; or
  - b. mentor staff as part of an induction program.
24. Both are higher order skills. In respect of the first, it was common ground at the hearing that these tasks involved additional work value that ought to be recognised (albeit that there was debate as to whether the additional skill and responsibility involved should be recognised in the rate of pay or by payment of a separate allowance)<sup>8</sup>. As to the second, mentoring is an aspect of the role requiring a higher level of responsibility – to both the inductee and residents - and knowledge than the base classification.
25. As a matter of common sense, these tasks are more likely to be allocated to more experienced and skilled workers. It is likely that these pathways will only capture a small number of people with sub-3 (or 4) years' experience. It is equally likely that, where persons in this cohort are required to perform this work, they will have been selected due to their actual higher level of skill and competence – it is a task for a trusted employee. Noting the inherent imprecision of time-based progression, it is appropriate that these employees be recognised as Senior.
26. Finally, at Level 5, a new pathway has been introduced for persons who do not hold a Certificate IV but predominantly undertake specialist work in specialised units such as a dementia ward, in the provision of palliative care or deliver a specialised model of care such as the household model of care.

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<sup>8</sup>Lay Witness Evidence Report at [442]-[466]

27. The rationale is similar to the amendment to Level 4. As set out extensively in the HSU's earlier submissions<sup>9</sup>, work involved in the provision of specialist care such as working a dementia unit, palliative care or the household model is further advanced and particularly demanding work, requiring an enhanced level of skill. It has not, on the HSU's reading, been built into the current draft, and it ought to be recognized as qualifying an employee as a specialist falling within level 5. Again, the cohort captured is not likely to be significant.

### **Schedule I – time of experience**

28. In relation to the classification translation arrangements contained in Schedule I of the draft determination, the HSU proposes amending both Level 4 and the proposed translation table to:
- a. remove the limitation that only experience that post-dates the making of the variation is to be considered; and
  - b. consequently, remove the note appearing below table I.1.
29. The rationale for this limitation is not presently apparent. The HSU submits that, as a question of principle, it creates a difficulty. The gravamen of the Stage 3 decision, and the essence distils to a proposition that the work of a direct care employee who:
- a. holds a Certificate III;
  - b. has four or more years experience; and
  - c. is employed in the current key classification,
- is undervalued, and they ought to be in a higher grade than a worker with a Certificate III on their first day in the industry.
30. The current draft will result in the work performed by those workers continuing to be undervalued for another 4 (or 3) years. It is not immediately apparent to the HSU how that could achieve the modern awards objective. Indeed it would seem to be directly contrary to s.134(1)(ab) in that it allows gender-based undervaluation to persist in this award for a lengthy period, and is in general inconsistent with a fair minimum safety net.

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<sup>9</sup> Final Submissions of the HSU dated 22 July 2022 at [450]-[463].

31. It should be noted, in this respect, that this application was in part a reaction to the findings and recommendations of the Royal Commission into Aged Care Quality and Safety initially made in 2019, and the proceedings themselves have taken over three years from their commencement. The time the matter has taken is a result of the scope and significance of the issues and considerations raised and not the fault of the Commission or the parties. It goes without saying that it is hardly the fault of the employees affected.
32. To the extent that these matters are directed at managing the impact of immediate costs to employers, these issues:
  - a. are better addressed through phasing-in of rates; and
  - b. would need to be the subject of at least some evidence of the extent of the potential impact.

#### **SCHADS AWARD**

33. The HSU's draft determination with respect to the SCHADS Award contains the following features, which are displayed in a version marked up from the draft determination circulated by the Commission:
  - a. First, by the insertion in clause 3.1 of a new definition – “aged care employee – direct care”, and by specifying in the classification descriptors for Home care employee levels 1, 2 and 4, that experience which qualifies the worker for progression may be experience as a home care worker, or as a direct care employee working in residential care under the Aged Care Award 2010;
  - b. Second, by using the term “home care” rather than “direct care” in the classification descriptors;
  - c. Third, by adopting drafting in respect of the qualifications required at each level which is sufficiently broad to cover:
    - i. Certificate III qualifications which are equivalent or obtained when different titles were used; and

- ii. Recognising prior learning and experience equivalent to the relevant qualification.
  
- d. Fourth, by enlarging the classification descriptors for the Home care employee level 5 role to include those persons who perform the rostering, allocation, planning and/or direction of the work of other home care employees, regardless of their qualification, and amending the translation provision accordingly; and
  
- e. Fifth, by enlarging the classification descriptors for the Level 6 role to include those persons whose role requires the employee to be responsible for resource and/or care co-ordination, regardless of their qualification.
  
- f. Sixth, by removing the words '*as a requirement for the performance of their duties by the employer*' from the level 5 and 6 descriptors, for the reasons which are set out above at [14] to [17], but which are not repeated here.
  
- g. Seventh, by reducing, at Level 4, the required post-qualification experience to 3 years, and removing the requirement for that experience to have been attained subsequent to the present changes taking effect, for the reasons which are set out above at [28] – [32] above, but which are not repeated here.

34. The proposed first to fifth of the amendments described above are dealt with below.

### **Clause 3.1 Definitions and Interpretation, Schedule**

35. The HSU proposes to incorporate, at clause 3.1 of the SCHADS Award, the definition of “aged care employee – direct care” as it appears in the Commission’s draft determination in respect of the Aged Care Award. The purpose of doing so is to facilitate the recognition of direct care experience in a residential aged care setting as relevant experience for classification and progression through the home care classification structure. A worker with twelve months’ experience as a direct care worker in residential aged care should not be treated as an inexperienced level 1 employee if he or she transfers into a home care role.

36. Hence, at Schedule F.1, the Level 1 classification, which is the entry level role, the following description of relevant experience is adopted:
- “...who has less than 3 months’ experience, either as a home care employee, or as an aged care employee – direct care.”
37. The same language is proposed to be employed at:
- a. Schedule F.2, to determine whether the worker has 3 months’ relevant experience to be classified at Level 2; and
  - b. Schedule F.4, as the measure of post Certificate III experience for the worker to progress to the Level 4 – Senior classification.

### **“Home Care” not “Direct Care” in Schedule F Classification Descriptions**

38. In the Commission’s draft determination, each classification level set out in Schedule F refers to an employee whose primary role is to provide “direct care” to aged care clients. The term “direct care” is not presently defined in the SCHADS Award or in the draft determination nor are there any classifications devoted specifically to indirect care.
39. The introduction of an apparent distinction between direct and indirect care work in the home care sector may be productive of confusion given that:
- a. no distinction was drawn by the Full Bench when it awarded interim increases across all classifications following the Stage 1 decision<sup>10</sup>; and
  - b. there are not current different “streams” within Schedule E of the SCHADS Award or proposed within Schedule F of the draft determination as there are in the Aged Care Award and, rather, all employees involved in home care work are in the same classification structure.
40. The HSU submits that a simpler approach would be to use the descriptor “home care” in place of the term “direct care” where it appears in the classification descriptors in the Commission’s draft determination.

### **Qualifications - Schedule F Classification Descriptions**

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<sup>10</sup> *Re Aged Care Award* [2023] FWCFB 93 at [75].

41. The HSU proposes that the following form of words be adopted in the description of the qualifications of the home care employees:

“an employee who ... possesses a Certificate III in Individual Support or equivalent, or who possesses equivalent knowledge and skills”.

42. It is appropriate to adopt the drafting “Certificate III in Individual Support or equivalent” given the evidence of workers in the industry whose qualification, although a relevant one, is not a Certificate III in Individual Support (Ageing) -the present Certificate III qualification commonly possessed by personal care workers. The Lay Witness Evidence report set out a list of differently named qualifications which were held by the lay witnesses<sup>11</sup>.
43. The HSU submits that it is also appropriate to include the further words “or who possesses equivalent knowledge and skills” to accommodate those workers, particular those with long industry experience but no formal qualifications, whose skills and knowledge are equivalent to such qualifications. As is submitted above with respect to the Aged Care Award, recognition of employees with equivalent knowledge and skills attained through experience is appropriate having regard to the historical absence of formal qualification requirements, the common experience of employees being recognised as having higher level skills through experience, the recognition of the value of skills and knowledge obtained through experience in the present award arrangements and the danger of extremely experienced employees without formal qualifications not being appropriately classified in the absence of that provision.

#### **Level 5 & 6 Classification Descriptors - Schedule F Classification Descriptions**

44. In the Commission’s draft determination, the possession of a Certificate IV in Ageing Support is the relevant feature delineating Level 5 from Level 4. The Classification Translation Arrangements in Schedule G provide that this level captures employees

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<sup>11</sup> The following titles were included in the non-exhaustive list of the qualifications held by witnesses at [593] of the Lay Evidence Report: Certificate III in Aged Care, Certificate III in Individual Support (Aged Care), Certificate III in Community Services (Aged Care Work), Certificate III in Home and Community Care: Lay Witness Evidence Report at [593].

who were previously at level 4, who possess a Certificate IV qualification, with those without the qualification remaining at Level 4 in the new classification structure.

45. In the current classification descriptors in Schedule E to the SCHADS Award, the level 4 role is distinguished by the requirement to plan, direct and train subordinate staff (at E.4.3(a)). Occupants of the roles may provide direction, leadership, administration and rostering (E.4.1). However, the current classification descriptor does not comprehend the care-co-ordinator role (or the foreperson or maintenance supervisor roles), which are at E.5.
46. The HSU proposes that the classification descriptor for home care employees level 5 and level 6 retain the existing delineation in the classification descriptors between the rostering/administration and planning/oversight of service provision roles at level 4 and the most senior roles of care-co-ordinator, foreperson or maintenance supervisor roles at Level 5 in the classification descriptors. Thus, at Schedule F.5., the HSU proposes the addition of the following at the end of the Commission's draft:

or whose role requires the employee to roster employees, undertake administration or planning, and/or oversee service provision.
47. At Schedule F.6, the HSU proposes the addition of the following at the end of the Commission's draft:

or whose role requires the employee to be responsible for resource and/or care co-ordination.
48. Those descriptors are expressed as alternatives to the role description in the Commission's draft determination for clarity, and to make clear that the distinguishing feature of the role is the responsibilities, and not the possession of the Certificate IV.
49. It is apparent from the evidence before the Commission about these types of roles that their performance may not require the possession of a Certificate IV in Ageing Support or equivalent, and the occupants of such roles may enter them other than via movement

through the classifications as a direct care worker. For example, Peter Doherty<sup>12</sup> a home care co-ordinator, possessed a Diploma in Business Studies<sup>13</sup>, but entered the home care sector after a lengthy work history, which included substantial experience as a team leader in customer complaints, and as an organiser with United Voice with specific responsibility for home care members. Lorri Seifert<sup>14</sup>, a Team Leader with Illawarra Retirement Trust, entered the home care sector after 15 years in disability work, with a range of qualifications, including a Certificate IV in Service Co-Ordination (Ageing and Disability). She also had Federal Government training as a Home Support Assessor.

50. The HSU proposes to amend the translation arrangements in Schedule G to provide that a worker in the old Level 4 role required to roster employees, undertake administration or planning, and/or oversee service provision translates across to the Level 5 role.

MARK GIBIAN SC | H B Higgins Chambers

LISA DOUST | 6 St James Chambers

LEO SAUNDERS | Greenway Chambers

Dated: 26 April 2024

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<sup>12</sup> Statement of Peter Doherty dated 28 October 2021.

<sup>13</sup> Statement of Peter Doherty dated 28 October 2021 at [16].

<sup>14</sup> Statement of Lori Seifert dated 6 October 2021 at [12]-[17].

# DRAFT DETERMINATION



*Fair Work Act 2009*

s.158—Application to vary or revoke a modern award

**Health Services Union, Australian Nursing and Midwifery Federation, Virginia Ellis and ors—Work value case—Aged care industry (AM2020/99 & AM2021/63)**

## **AGED CARE AWARD 2010**

[MA000018]

Aged care industry

JUSTICE HATCHER, PRESIDENT  
VICE PRESIDENT ASBURY  
DEPUTY PRESIDENT O'NEILL  
PROFESSOR BAIRD  
DR RISSE

SYDNEY, XX MONTH 2024

*Applications to vary modern awards – work value – aged care industry – Aged Care Award 2010 – stage 3.*

- A. Further to the Expert Panel decision issued by the Fair Work Commission on XX MONTH 20XX [[2024] FWCFB XXX], the above award is varied as follows:
- By inserting the following definitions in clause 3.1 in alphabetical order:
    - aged care employee—direct care** is an employee whose primary responsibility is to directly provide:
      - personal care services to residents under the supervision of a registered or enrolled nurse, or
      - (b) recreational/lifestyle activity services to residents;

(b) including but not limited to undertaking ~~the following~~ duties of  
the following kind:

- assisting with daily living activities; and/or
  
- attending to personal hygiene, physical, administrative and cognitive needs; and/or
  
- providing emotional care and social support; and/or

- assisting with participation in social and recreational activities; and/or
- assisting with clinical care and provision of medical treatments and procedures where qualified to do so.

Home care employee – aged care – has the same meaning as that term as it appears in the Social, Community, Home Care and Disability Services Industry Award 2010

3.2. By deleting the table appearing in clause 14.1 and inserting the following:

<b>Classification</b>	<b>Per week</b>
	<b>\$</b>
Aged care employee—general—level 1	938.20
Aged care employee—general—level 2	975.40
Aged care employee—general—level 3	1012.90
Aged care employee—general—level 4	1024.90
Aged care employee—general—level 5	1059.60
Aged care employee—general—level 6	1116.60
Aged care employee—general—level 7	1136.70

3. By amending the preamble to the table at 14.2 as follows:

The following minimum wages apply to an employee in the classifications Aged care employee – levels 4 to 7 listed in clause B.1, if that employee is the single most senior food services employee engaged in the most senior classification rostered to work on a particular shift by any employer at the facility or site.

4. By deleting the table appearing in clause 14.3 and inserting the following:

<b>Classification</b>	<b>Per week</b>
	<b>\$</b>
Aged care employee—direct care—level 1—Introductory	1101.50
Aged care employee—direct care—level 2—Direct Carer	1162.70
Aged care employee—direct care—level 3—Qualified	1223.90
Aged care employee—direct care—level 4—Senior	1272.90
Aged care employee—direct care—level 5—Specialist	1321.80
Aged care employee—direct care—level 6—Team Leader	1370.80

NOTE: See Schedule I—Classification Translation Arrangements for the minimum rate of pay applicable to employees who were classified as an Aged care employee—direct care under this award on or before **XX MONTH 20XX [day before Aged Care Award changes take effect]** and employees covered by the *Nurses Award 2020* on

**XX MONTH 20XX [day before Nurses Award changes take effect]** who became covered by this award as a result of **PRXXXXXX**.

5. By inserting clause 28.2(c) as follows:

(c) Clause 28.2 does not apply to an employee subject to clause 28.3.

6. By renumbering clauses 28.3 to 28.8 as clauses 28.4 to 28.9.

7. By inserting a new clause 28.3 as follows:

**28.3 Quantum of annual leave—employees previously covered by the *Nurses Award 2020***

- (a) Clause 28.3 only applies to an employee who was covered by the *Nurses Award 2020* on **XX MONTH 20XX [day before changes take effect]** and who became covered by this award as a result of **PRXXXXXX**.
- (b) An employee subject to this clause is entitled to the same quantum of annual leave as if they were covered by the *Nurses Award 2020*.

NOTE: In addition to the entitlements in the NES, an employee under the *Nurses Award 2020* is entitled to an additional week of annual leave on the same terms and conditions.

- 8. By deleting the words “Laundry hand”, “Cleaner”, “Food Services” and “Food services assistant” appearing in the table in clause B.1.2.
- 9. By deleting the table appearing in clause B.1.3 and inserting the following:

<b>General and administrative services</b>	<b>Food services</b>
General clerk/Typist (second and subsequent years of service)	Cook
Receptionist	Food services assistant
Pay clerk	
Driver (less than 3 ton) who is required to hold a St John Ambulance first aid certificate	
Laundry hand	
Cleaner	

- 10. By deleting Schedule B.2 and inserting the following:

**B.2 Aged care employee—direct care**

**B.2.1 Aged care employee—direct care—level 1—Introductory**

An employee whose primary role is to provide direct care to residents and who has less than 3 months’ ~~industry~~ experience as a direct care or home care employee.

**B.2.2 Aged care employee—direct care—level 2—Direct Carer**

An employee whose primary role is to provide direct care to residents and who has more than 3 months’ ~~industry~~ experience as a direct care or home care employee.

**B.2.3 Aged care employee—direct care—level 3—Qualified**

An employee whose primary role is to provide direct care to residents and who ~~has obtained~~ possesses a Certificate III in Individual Support (Ageing) or equivalent, ~~or possesses equivalent knowledge and skills-~~

**B.2.4 Aged care employee—direct care—level 4—Senior**

An employee whose primary role is to provide direct care to residents and who ~~possesses has obtained~~ a Certificate III in Individual Support or equivalent, or possesses equivalent knowledge and skills and:

- (a) ~~and has obtained~~ possesses 3 4-years’ post-qualification industry experience as a direct care or home care employee; and/or  
~~— after XX MONTH 2024 [day the changes take effect].~~
- (b) is regularly required to administer or assist in administering medications to residents under the supervision of a registered nurse; and/or
- (c) is regularly required to mentor new employees as part of an induction program.

**B.2.5 Aged care employee—direct care—level 5—Specialist**

An employee whose primary role is to provide direct care to residents and who:

- (a) ~~possesses has obtained~~ a Certificate IV in Ageing Support or equivalent,  
or possesses equivalent knowledge and skills; and/or  
~~— as a requirement for the performance of their duties by the employer.~~
- (b) performs the majority of their work in a specialised unit such as a dementia ward or palliative care , or delivers a specialised model of care.

**B.2.6 Aged care employee—direct care—level 6—Team Leader**

A direct care employee who ~~possesses has obtained~~ a Certificate IV in Ageing Support or equivalent ~~as a requirement for the performance of their duties by the employer or who~~ possesses equivalent knowledge and skills, and is required to supervise and train other direct care employees.

11. By inserting Schedule I—Classification Translation Arrangements as follows:

**Schedule I—Classification Translation Arrangements**

Schedule I specifies the classification and minimum rates of pay that apply to employees in the Aged care employee—direct care stream classified under the previous classification structure and employees covered by the *Nurses Award 2020* on **XX MONTH 20XX [day before changes take effect]** who became covered by this award as a result of **PRXXXXXX**.

**I.1 Translation arrangements for the *Aged Care Award 2010***

An employee who was classified as an Aged care employee—direct care under the *Aged Care Award 2010* on or before **XX MONTH 20XX [day before changes take effect]** is classified as follows:

Previous classification	Translated classification
Aged care employee—direct care—level 1	Aged care employee—direct care—level 1

Aged care employee—direct care—level 2 Aged care employee—direct care—level 3	Aged care employee—direct care—level 2
Aged care employee—direct care—level 4	Aged care employee—direct care—level 3*
Aged care employee—direct care—level 5 (without relevant Certificate IV qualification)	Aged care employee—direct care—level 4
Aged care employee—direct care—level 5 (with relevant Certificate IV qualification) Aged care employee—direct care—level 6	Aged care employee—direct care—level 5
Aged care employee—direct care—level 7	Aged care employee—direct care—level 6

~~\*NOTE: The requirement for 4 years' post-qualification industry experience at Aged care employee—direct care—level 4 refers only to industry experience acquired after the XX MONTH 20XX [day the changes take effect].~~

**I.2 Translation arrangements for the Nurses Award 2020**

An employee who was covered by the *Nurses Award 2020* on XX MONTH 20XX [day before changes take effect] and who became covered by this award as a result of PRXXXXXX is classified as follows:

<b>Previous classification</b>	<b>Translated classification</b>
First year if less than 3 months' work experience in the industry	Aged care employee—direct care—level 1
First year if 3 months' or more work experience in the industry Second year Third year	Aged care employee—direct care—level 2
Experienced (the holder of a relevant Certificate III qualification)	Aged care employee—direct care—level 3

12. By updating the table of contents and cross-references accordingly.

B. This determination comes into operation on XX MONTH 20XX. In accordance with s 166(5) of the *Fair Work Act 2009* this determination does not take effect in relation to a particular employee until the start of the employee's first full pay period that starts on or after XX MONTH 20XX.

PRESIDENT

# Aged Care Award 2010 – AM2020/99 and ors – Stage 3 markup

This Fair Work Commission consolidated modern award incorporates all amendments up to and including 1 August 2023 ([PR763212](#)).

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

- 9—Dispute resolution
- 25—Overtime penalty rates
- 27A—Requests for flexible working arrangements
- 30A—Parental leave and related entitlements

Current review matter(s): [AM2014/47](#); [AM2014/190](#); [AM2014/196](#); [AM2014/197](#); [AM2014/251](#); [AM2014/300](#); [AM2014/301](#); [AM2015/1](#); [AM2015/2](#); [AM2016/8](#); [AM2016/15](#); [AM2016/17](#)

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Aged Care Award 2010

DRAFT

## Part 1—Application and Operation

### 1. Title

This award is the *Aged Care Award 2010*.

### 2. Commencement and transitional

[Varied by [PR988396](#), [PR542138](#)]

**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 [PR542138](#) 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 [PR542138](#) 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 [PR542138](#) 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 [PR995161](#), [PR994419](#), [PR997772](#), [PR503620](#), [PR509796](#), [PR544794](#), [PR545985](#), [PR733830](#); [PR751293](#)]

3.1 In this award, unless the contrary intention appears:

[Definition of **Act** substituted by [PR994419](#) from 01Jan10]

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

[Definition of **adult apprentice** inserted by [PR544794](#) ppc 01Jan14]

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

**aged care employee—direct care is an employee whose primary responsibility is to directly provide:**

**(a) personal care services to residents under the supervision of a registered or enrolled nurse, or**

**(b) recreational/lifestyle activity services to residents;**

**including but not limited to undertaking the following duties of the following kind:**

**• assisting with daily living activities; and/or**

**• attending to personal hygiene, physical, administrative and cognitive needs; and/or**

**• providing emotional care and social support; and/or**

**• assisting with participation in social and recreational activities; and/or**

**• assisting with clinical care and provision of medical treatments and procedures where qualified to do so.**

[Definition of **aged care industry** varied by [PR509796](#) ppc 23May11]

**aged care industry** means the provision of accommodation and care services for aged persons in a hostel, nursing home, aged care independent living units, aged care serviced apartments, garden settlement, retirement village or any other residential accommodation facility

[Definition of **agreement-based transitional instrument** inserted by [PR994419](#) from 01Jan10]

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

[Definition of **apprentice** inserted by [PR544794](#) ppc 01Jan14]

**apprentice** means an employee who is bound by a contract of training registered with the appropriate State or Territory training authority

[Definition of **award-based transitional instrument** inserted by [PR994419](#) from 01Jan10]

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

[Definition of **casual employee** inserted by [PR733830](#) from 27Sep21]

**casual employee** has the meaning given by section 15A of the [Act](#)

[Definition of **Commission** deleted by

[PR994419](#) from 01Jan10] [Definition of **day**

**shift** inserted by [PR995161](#) ppc 23Mar10]

**day shift** means a shift worked between 6.00 am and 6.00 pm Monday to Friday

[Definition of **default fund employee** inserted by [PR545985](#) 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 [PR545985](#) ppc 01Jan14]

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

[Definition of **Division 2B State award** inserted by [PR503620](#) 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 [PR503620](#) 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 [PR994419](#), [PR997772](#) from 01Jan10]

**employee** means national system employee within the meaning of the Act

[Definition of **employer** substituted by [PR994419](#), [PR997772](#) from 01Jan10]

**employer** means national system employer within the meaning of the Act

[Definition of **enterprise award** deleted by [PR994419](#) from 01Jan10]

[Definition of **enterprise award-based instrument** inserted by [PR994419](#) from 01Jan10]

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

[Definition of **enterprise NAPSA** deleted by [PR994419](#) from 01Jan10]

[Definition of **exempt public sector superannuation scheme** inserted by [PR545985](#) ppc 01Jan14]

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

**Home care employee – aged care** – has the same meaning as that term as it appears in the Social, Community, Home Care and Disability Services Industry Award 2010.

[Definition of **MySuper product** inserted by [PR545985](#) ppc 01Jan14]

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

[Definition of **NAPSA** deleted by [PR994419](#) from 01Jan10]

[Definition of **NES** substituted by [PR994419](#) from 01Jan10]

**NES** means the [National Employment Standards](#) as contained in [sections 59 to 131](#) of the *Fair Work Act 2009* (Cth)

[Definition of **on-hire** inserted by [PR994419](#) from 01Jan10]

**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 **regular casual employee** inserted by [PR733830](#) from 27Sep21]

**regular casual employee** has the meaning given by section 12 of the [Act](#)

[Definition of **standard rate** varied by [PR751293](#) ppc 30Jun23]

**standard rate** means the minimum wage for an Aged care employee—general—level 6 in clause 14.1.

[Definition of **transitional minimum wage instrument** inserted by [PR994419](#) from 01Jan10]

**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 [PR994419](#), [PR544794](#)]

**4.1** This industry award covers employers throughout Australia in the aged care industry and their employees in the classifications listed in clause 14—Minimum weekly wages, to the exclusion of any other modern award.

**4.2** The award does not cover an employee excluded from award coverage by the Act.

[4.3 substituted by [PR994419](#) from 01Jan10]

**4.3** 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.

[4.4, 4.5 and 4.6 inserted by [PR994419](#) from 01Jan10]

**4.4** 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.

**4.5** 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.

[4.6 substituted by [PR544794](#) ppc 01Jan14]

**4.6** This award covers employers which provide group training services for apprentices and trainees engaged in the industry and/or parts of industry set out at clause 4.1 and those apprentices and 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.

[4.4 renumbered as 4.7 by [PR994419](#) from 01Jan10]

**4.7** 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.

NOTE: Where there is no classification for a particular employee in this award it is possible that the employer and that employee are covered by an award with occupational coverage.

## **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. Individual flexibility arrangements**

[Varied by [PR542138](#); 7—Award flexibility renamed and substituted by [PR610178](#) ppc 01Nov18]

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

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

- 7.2** An agreement must be one that is genuinely made by the employer and the individual employee without coercion or duress.
- 7.3** An agreement may only be made after the individual employee has commenced employment with the employer.
- 7.4** An employer who wishes to initiate the making of an agreement must:
- (a)** give the employee a written proposal; and
  - (b)** if the employer is aware that the employee has, or reasonably should be aware that the employee may have, limited understanding of written English, take reasonable steps (including providing a translation in an appropriate language) to ensure that the employee understands the proposal.
- 7.5** An agreement must result in the employee being better off overall at the time the agreement is made than if the agreement had not been made.
- 7.6** An agreement must do all of the following:
- (a)** state the names of the employer and the employee; and
  - (b)** identify the award term, or award terms, the application of which is to be varied; and
  - (c)** set out how the application of the award term, or each award term, is varied; and
  - (d)** set out how the agreement results in the employee being better off overall at the time the agreement is made than if the agreement had not been made; and
  - (e)** state the date the agreement is to start.
- 7.7** An agreement must be:
- (a)** in writing; and
  - (b)** signed by the employer and the employee and, if the employee is under 18 years of age, by the employee's parent or guardian.
- 7.8** Except as provided in clause 7.7(b), an agreement must not require the approval or consent of a person other than the employer and the employee.
- 7.9** The employer must keep the agreement as a time and wages record and give a copy to the employee.
- 7.10** The employer and the employee must genuinely agree, without duress or coercion to any variation of an award provided for by an agreement.
- 7.11** An agreement may be terminated:
- (a)** at any time, by written agreement between the employer and the employee; or
  - (b)** by the employer or employee giving 13 weeks' written notice to the other party (reduced to 4 weeks if the agreement was entered into before the first full pay period starting on or after 4 December 2013).

Note: If an employer and employee agree to an arrangement that purports to be an individual flexibility arrangement under this award term and the arrangement does not

meet a requirement set out in s.144 then the employee or the employer may terminate the arrangement by giving written notice of not more than 28 days (see s.145 of the [Act](#)).

- 7.12** An agreement terminated as mentioned in clause 7.11(b) ceases to have effect at the end of the period of notice required under that clause.
- 7.13** The right to make an agreement under clause 7 is additional to, and does not affect, any other term of this award that provides for an agreement between an employer and an individual employee.

## **Part 2—Consultation and Dispute Resolution**

### **8. Consultation about major workplace change**

[8—Consultation regarding major workplace change renamed and substituted by [PR546288](#), 8—Consultation renamed and substituted by [PR610178](#) ppc 01Nov18]

- 8.1** If an employer makes a definite decision to make major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer must:
- (a)** give notice of the changes to all employees who may be affected by them and their representatives (if any); and
  - (b)** discuss with affected employees and their representatives (if any):
    - (i)** the introduction of the changes; and
    - (ii)** their likely effect on employees; and
    - (iii)** measures to avoid or reduce the adverse effects of the changes on employees; and
  - (c)** commence discussions as soon as practicable after a definite decision has been made.
- 8.2** For the purposes of the discussion under clause 8.1(b), the employer must give in writing to the affected employees and their representatives (if any) all relevant information about the changes including:
- (a)** their nature; and
  - (b)** their expected effect on employees; and
  - (c)** any other matters likely to affect employees.
- 8.3** Clause 8.2 does not require an employer to disclose any confidential information if its disclosure would be contrary to the employer's interests.
- 8.4** The employer must promptly consider any matters raised by the employees or their representatives about the changes in the course of the discussion under clause 8.1(b).
- 8.5** In clause 8:

**significant effects**, on employees, includes any of the following:

- (a) termination of employment; or
- (b) major changes in the composition, operation or size of the employer's workforce or in the skills required; or
- (c) loss of, or reduction in, job or promotion opportunities; or
- (d) loss of, or reduction in, job tenure; or
- (e) alteration of hours of work; or
- (f) the need for employees to be retrained or transferred to other work or locations; or
- (g) job restructuring.

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

## **8A. Consultation about changes to rosters or hours of work**

[8A inserted by [PR610178](#) ppc 01Nov18]

**8A.1** Clause 8A applies if an employer proposes to change the regular roster or ordinary hours of work of an employee, other than an employee whose working hours are irregular, sporadic or unpredictable.

**8A.2** The employer must consult with any employees affected by the proposed change and their representatives (if any).

**8A.3** For the purpose of the consultation, the employer must:

- (a) provide to the employees and representatives mentioned in clause 8A.2 information about the proposed change (for example, information about the nature of the change and when it is to begin); and
- (b) invite the employees to give their views about the impact of the proposed change on them (including any impact on their family or caring responsibilities) and also invite their representative (if any) to give their views about that impact.

**8A.4** The employer must consider any views given under clause 8A.3(b).

**8A.5** Clause 8A is to be read in conjunction with any other provisions of this award concerning the scheduling of work or the giving of notice.

## **9. Dispute resolution**

[Varied by [PR994419](#), [PR542138](#); substituted by [PR610178](#) ppc 01Nov18; varied by [PR763212](#)]

**9.1** Clause 9 sets out the procedures to be followed if a dispute arises about a matter under this award or in relation to the [NES](#).

**9.2** The parties to the dispute must first try to resolve the dispute at the workplace through discussion between the employee or employees concerned and the relevant supervisor.

- 9.3** If the dispute is not resolved through discussion as mentioned in clause 9.2, the parties to the dispute must then try to resolve it in a timely manner at the workplace through discussion between the employee or employees concerned and more senior levels of management, as appropriate.
- 9.4** If the dispute is unable to be resolved at the workplace and all appropriate steps have been taken under clauses 9.2 and 9.3, a party to the dispute may refer it to the Fair Work Commission.
- 9.5** The parties may agree on the process to be followed by the Fair Work Commission in dealing with the dispute, including mediation, conciliation and consent arbitration.
- 9.6** If the dispute remains unresolved, the Fair Work Commission may use any method of dispute resolution that it is permitted by the [Act](#) to use and that it considers appropriate for resolving the dispute.
- 9.7** A party to the dispute may appoint a person, organisation or association to support and/or represent them in any discussion or process under clause 9.
- 9.8** While procedures are being followed under clause 9 in relation to a dispute:
- (a)** work must continue in accordance with this award and the [Act](#); and
  - (b)** an employee must not unreasonably fail to comply with any direction given by the employer about performing work, whether at the same or another workplace, that is safe and appropriate for the employee to perform.
- 9.9** Clause 9.8 is subject to any applicable work health and safety legislation.

[Note 1 inserted by [PR763212](#) ppc 01Aug23]

NOTE 1: In addition to clause 9, a dispute resolution procedure for disputes regarding the [NES](#) entitlement to request flexible working arrangements is contained in section 65B of the [Act](#).

[Note 2 inserted by [PR763212](#) ppc 01Aug23]

NOTE 2: In addition to clause 9, a dispute resolution procedure for disputes regarding the [NES](#) entitlement to request an extension to unpaid parental leave is contained in section 76B of the [Act](#).

## **Part 3—Types of Employment and Termination of Employment**

### **10. Employment categories**

[Varied by [PR995161](#), [PR502652](#), [PR700532](#), [PR723844](#), [PR733830](#)]

- 10.1** Employees under this award will be employed in one of the following categories:
- (a)** full-time;
  - (b)** part-time; or
  - (c)** casual.

At the time of engagement an employer will inform each employee whether they are employed on a full-time, part-time or casual basis. An employer may direct an employee to carry out such duties that are within the limits of the employee's skill, competence and training, consistent with the respective classification.

## **10.2 Full-time employees**

A full-time employee is one who is engaged to work 38 hours per week or an average of 38 hours per week pursuant to clause 22.1 of this award.

## **10.3 Part-time employees**

- (a) A part-time employee is an employee who is engaged to work less than full-time hours of an average of 38 hours per week and has reasonably predictable hours of work.
- (b) Before commencing employment, the employer and employee will agree in writing on a regular pattern of work including the number of hours to be worked each week, the days of the week the employee will work and the starting and finishing times each day.

[10.3(c) substituted by [PR995161](#) ppc 23Mar10]

- (c) Any agreed variation to the hours of work will be in writing.
- (d) The terms of this award will apply on a pro rata basis to part-time employees on the basis that the ordinary weekly hours for full-time employees are 38.

[10.3(e) replaced by [PR502652](#) from 01Jan10]

- (e) Payment in respect of personal/carer's leave (where an employee has accumulated an entitlement) for a part-time employee will be on a pro rata basis made according to the number of ordinary hours the employee would have worked on the day or days on which the leave was taken.

## **10.4 Casual employees**

[10.4(a) substituted by [PR733830](#) from 27Sep21]

- (a) A casual employee may work up to and including 38 ordinary hours per week.

[10.4(b) varied by [PR723844](#) ppc 01Mar21]

- (b) A casual employee will be paid per ordinary hour worked 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.

[10.4(c) inserted by [PR723844](#) ppc 01Mar21]

- (c) When a casual employee works overtime, they must be paid the overtime rates in clause 25.1(c).

## 10.5 Offers and requests for casual conversion

[10.5 inserted by [PR700532](#); substituted and renamed by [PR733830](#) from 27Sep21]

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

NOTE: Disputes about offers and requests for casual conversion under the [NES](#) are to be dealt with under clause 9—Dispute resolution.

## 11. Termination of employment

[11 substituted by [PR610178](#) ppc 01Nov18]

Note: The [NES](#) sets out requirements for notice of termination by an employer. See ss.117 and 123 of the [Act](#).

### 11.1 Notice of termination by an employee

- (a) This clause applies to all employees except those identified in ss.123(1) and 123(3) of the [Act](#).
- (b) An employee must give the employer notice of termination in accordance with **Table 1—Period of notice** of at least the period specified in column 2 according to the period of continuous service of the employee specified in column 1.

**Table 1—Period of notice**

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

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

- (c) In paragraph (b) **continuous service** has the same meaning as in s.117 of the [Act](#).
- (d) If an employee who is at least 18 years old does not give the period of notice required under paragraph (b), then the employer may deduct from wages due to the employee under this award an amount that is no more than one week's wages for the employee.
- (e) If the employer has agreed to a shorter period of notice than that required under paragraph (b), then no deduction can be made under paragraph (d).
- (f) Any deduction made under paragraph (d) must not be unreasonable in the circumstances.

## **11.2 Job search entitlement**

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

- 11.3** The time off under clause 11.2 is to be taken at times that are convenient to the employee after consultation with the employer.

## **12. Redundancy**

[Varied by [PR994419](#), [PR503620](#), [PR561478](#); substituted by [PR706889](#) ppc 03May19]

NOTE: Redundancy pay is provided for in the [NES](#). See sections 119–123 of the [Act](#).

### **12.1 Transfer to lower paid duties on redundancy**

- (a)** Clause 12.1 applies if, because of redundancy, an employee is transferred to new duties to which a lower ordinary rate of pay applies.
- (b)** The employer may:
  - (i)** give the employee notice of the transfer of at least the same length as the employee would be entitled to under section 117 of the [Act](#) as if it were a notice of termination given by the employer; or
  - (ii)** transfer the employee to the new duties without giving notice of transfer or before the expiry of a notice of transfer, provided that the employer pays the employee as set out in paragraph (c).
- (c)** If the employer acts as mentioned in paragraph (b)(ii), the employee is entitled to a payment of an amount equal to the difference between the ordinary rate of pay of the employee (inclusive of all-purpose allowances, shift rates and penalty rates applicable to ordinary hours) for the hours of work the employee would have worked in the first role, and the ordinary rate of pay (also inclusive of all-purpose allowances, shift rates and penalty rates applicable to ordinary hours) of the employee in the second role for the period for which notice was not given.

### **12.2 Employee leaving during redundancy notice period**

- (a)** An employee given notice of termination in circumstances of redundancy may terminate their employment during the minimum period of notice prescribed by section 117(3) of the [Act](#).
- (b)** The employee is entitled to receive the benefits and payments they would have received under clause 12 or under sections 119–123 of the [Act](#) had they remained in employment until the expiry of the notice.
- (c)** However, the employee is not entitled to be paid for any part of the period of notice remaining after the employee ceased to be employed.

### **12.3 Job search entitlement**

- (a)** Where an employer has given notice of termination to an employee in circumstances of redundancy, the employee must be allowed time off without loss of pay of up to one day each week of the minimum period of notice

prescribed by section 117(3) of the [Act](#) for the purpose of seeking other employment.

- (b) If an employee is allowed time off without loss of pay of more than one day under paragraph (a), the employee must, at the request of the employer, produce proof of attendance at an interview.
- (c) A statutory declaration is sufficient for the purpose of paragraph (b).
- (d) An employee who fails to produce proof when required under paragraph (b) is not entitled to be paid for the time off.
- (e) This entitlement applies instead of clauses 11.2 and 11.3.

## **Part 4—Minimum Wages and Related Matters**

### **13. Classifications**

[Varied by [PR988396](#), [PR509049](#)]

All employees covered by this award must be classified according to the structure and definitions set out in Schedule B—Classification Definitions. Employers must advise their employees in writing of their classification upon commencement and of any subsequent changes to their classification.

### **14. Minimum weekly wages**

[14 substituted by [PR997899](#), [PR509049](#), [PR522880](#), [PR536683](#), [PR544794](#) ppc 01Jan14; varied by [PR551606](#), [PR559223](#), [PR566686](#), [PR579779](#), [PR529114](#), [PR606342](#), [PR707428](#), [PR718835](#), [PR729273](#), [PR733830](#), [PR740693](#), [PR751293](#), [PR762127](#)]

#### **14.1 Aged care employee—general**

[14.1 varied by [PR551606](#), [PR566686](#), [PR579779](#), [PR529114](#), [PR606342](#), [PR707428](#), [PR718835](#), [PR729273](#), [PR740693](#); renamed and substituted by [PR751293](#) ppc 30Jun23; varied by [PR762127](#) ppc 01Jul23]

The following minimum wages apply to employees in the classifications listed in clause B.1, other than senior food services employees paid in accordance with clause 14.2.

<u>Classification</u>	<u>Per week</u>
	<u>\$</u>
<u>Aged care employee—general—level 1</u>	<u>938.20</u>
<u>Aged care employee—general—level 2</u>	<u>975.40</u>
<u>Aged care employee—general—level 3</u>	<u>1012.90</u>
<u>Aged care employee—general—level 4</u>	<u>1024.90</u>
<u>Aged care employee—general—level 5</u>	<u>1059.60</u>
<u>Aged care employee—general—level 6</u>	<u>1116.60</u>
<u>Aged care employee—general—level 7</u>	<u>1136.70</u>

<del>Classification</del>	<del>Per week</del>
	<del>\$</del>
<del>Aged care employee—general—level 1</del>	<del>910.90</del>
<del>Aged care employee—general—level 2</del>	<del>947.00</del>
<del>Aged care employee—general—level 3</del>	<del>983.40</del>
<del>Aged care employee—general—level 4</del>	<del>995.00</del>
<del>Aged care employee—general—level 5</del>	<del>1028.70</del>
<del>Aged care employee—general—level 6</del>	<del>1084.10</del>
<del>Aged care employee—general—level 7</del>	<del>1103.60</del>

#### **14.2 Aged care employee—general—most senior food services employee**

[New 14.2 inserted by [PR751293](#) ppc 30Jun23; varied by [PR762127](#) ppc 01Jul23]

The following minimum wages apply to an employee in the classifications Aged care employee—general—levels 4 to 7 listed in clause B.1, if that employee is engaged in the most senior classification rostered to work on a particular shift~~the single most senior food services employee engaged~~ by any employer at the facility or site.

<b>Classification</b>	<b>Per week</b>
	<b>\$</b>
Aged care employee—general—level 4	1144.20
Aged care employee—general—level 5	1183.00
Aged care employee—general—level 6	1246.80
Aged care employee—general—level 7	1269.10

#### **14.3 Aged care employee—direct care**

[New 14.3 inserted by [PR751293](#) ppc 30Jun23; varied by [PR762127](#) ppc 01Jul23]

The following minimum wages apply to employees in the classifications listed in clause B.2.

<u>Classification</u>	<u>Per week</u>
	\$
<u>Aged care employee—direct care—level 1—Introductory</u>	<u>1101.50</u>
<u>Aged care employee—direct care—level 2—Direct Carer</u>	<u>1162.70</u>
<u>Aged care employee—direct care—level 3—Qualified</u>	<u>1223.90</u>
<u>Aged care employee—direct care—level 4—Senior</u>	<u>1272.90</u>
<u>Aged care employee—direct care—level 5—Specialist</u>	<u>1321.80</u>
<u>Aged care employee—direct care—level 6—Team Leader</u>	<u>1370.80</u>

<u>Classification</u>	<u>Per week</u>
	\$
<u>Aged care employee—direct care—level 1</u>	<u>1047.60</u>
<u>Aged care employee—direct care—level 2</u>	<u>1089.00</u>
<u>Aged care employee—direct care—level 3</u>	<u>1130.90</u>
<u>Aged care employee—direct care—level 4</u>	<u>1144.20</u>
<u>Aged care employee—direct care—level 5</u>	<u>1183.00</u>
<u>Aged care employee—direct care—level 6</u>	<u>1246.80</u>
<u>Aged care employee—direct care—level 7</u>	<u>1269.10</u>

NOTE: See Schedule I—Classification Translation Arrangements for the minimum rate of pay applicable to employees who were classified as an Aged care employee—direct care under this award on or before XX MONTH 20XX [day before Aged Care Award changes take effect] and employees covered by the Nurses Award 2020 on XX MONTH 20XX [day before Nurses Award changes take effect] who became covered by this award as a result of PRXXXXXX.

#### 14.4 Cooking apprentices

[14.2 renumbered as 14.4 and varied by [PR751293](#) ppc 30Jun23]

An employee apprenticed in the cooking trade will be paid the percentage of the minimum wage for an aged care employee—general—level 4 in clause 14.1 set out in the following table:

<b>Year of apprenticeship</b>	<b>% of Level 4 rate for apprentices who have not completed year 12</b>	<b>% of Level 4 rate for apprentices who have completed year 12</b>
1st year	55	55
2nd year	65	65
3rd year	80	80
4th year	95	95

## 14.5 Gardening apprentices

[14.3 renumbered as 14.5 by [PR751293](#) ppc 30Jun23]

[14.5(a) varied by [PR751293](#) ppc 30Jun23]

- (a) An employee apprenticed in the gardening and landscaping trade will be paid the percentage of the minimum wage for an aged care employee—general—level 4 in clause 14.1 set out in the following table:

<b>Year of apprenticeship</b>	<b>% of Level 4 rate for apprentices who have not completed year 12</b>	<b>% of Level 4 rate for apprentices who have completed year 12</b>
1st year	50	52.5
2nd year	60	65
3rd year	75	75
4th year	95	95

[14.5(b) varied by [PR751293](#) ppc 30Jun23]

- (b) An employee apprenticed in the gardening and landscaping trade on or after 1 January 2015 will be paid the percentage of the minimum wage for an aged care employee—general—level 4 in clause 14.1 set out in the following table:

<b>Year of apprenticeship</b>	<b>% of Level 4 rate for apprentices who have not completed year 12</b>	<b>% of Level 4 rate for apprentices who have completed year 12</b>
1st year	50	55
2nd year	60	65
3rd year	75	75
4th year	95	95

## 14.6 Adult apprentices

[14.4 renumbered as 14.6 and varied by [PR751293](#) ppc 30Jun23]

[14.6(a) varied by [PR751293](#) ppc 30Jun23]

- (a) The minimum rate for an adult apprentice who commenced on or after 1 January 2014 and is in the first year of their apprenticeship must be 80% of the minimum wage for aged care employee—general—level 4 in clause 14.1, or the rate prescribed by clause 14.2 or 14.5 for the relevant year of the apprenticeship, whichever is the greater.
- (b) The minimum rate for an adult apprentice who commenced on or after 1 January 2014 and is in the second and subsequent years of their apprenticeship must be the rate for the lowest adult classification in clause 14.1 or the rate prescribed by the relevant apprenticeship clause 14.2 or 14.5 for the relevant year of the apprenticeship, whichever is the greater.

[14.6(c) varied by [PR733830](#) ppc 27Sep21; varied by [PR751293](#) ppc 30Jun23]

- (c) A person employed by an employer under this award immediately prior to entering into a training agreement as an adult apprentice with that employer must not suffer a reduction in their minimum wage by virtue of entering into the training agreement, provided that the person has been an employee in that enterprise for at least six months as a full-time employee or twelve months as a part-time or regular casual employee immediately prior to commencing the apprenticeship. For the purpose only of fixing a minimum wage, the adult apprentice must continue to receive the minimum wage that applies to the classification specified in clauses 14.1 to 14.3 in which the adult apprentice was engaged immediately prior to entering into the training agreement.

## **14.7 Apprentice conditions of employment**

[14.5—Apprentice conditions of employment inserted by [PR559223](#); renumbered as 14.7 by [PR751293](#) ppc 30Jun23]

- (a) Except as provided in this clause or where otherwise stated, all conditions of employment specified in this award apply to apprentices.
- (b) Where an apprentice is required to attend block release training for training identified in or associated with their training contract, and such training requires an overnight stay, the employer must pay for the excess reasonable travel costs incurred by the apprentice in the course of travelling to and from such training. Provided that this clause will not apply where the apprentice could attend an alternative Registered Training Organisation (RTO) and the use of the more distant RTO is not agreed between the employer and the apprentice.
- (c) For the purposes of clause 14.7(b) above, excess reasonable travel costs include the total costs of reasonable transportation (including transportation of tools where required), accommodation costs incurred while travelling (where necessary) and reasonable expenses incurred while travelling, including meals, which exceed those incurred in travelling to and from work. For the purposes of this subclause, excess travel costs do not include payment for travelling time or expenses incurred while not travelling to and from block release training.
- (d) The amount payable by an employer under clause 14.7(b) may be reduced by an amount the apprentice is eligible to receive for travel costs to attend block release training under a Government apprentice assistance scheme. This will only apply if an apprentice has either received such assistance or their employer has advised them in writing of the availability of such assistance.
- (e) All training fees charged by an RTO for prescribed courses and the cost of all prescribed textbooks (excluding those textbooks which are available in the employer's technical library) for the apprenticeship, which are paid by an apprentice, shall be reimbursed by the employer within six months of the commencement of the apprenticeship or the relevant stage of the apprenticeship, or within three months of the commencement of the training provided by the RTO, whichever is the later, unless there is unsatisfactory progress.
- (f) An employer may meet its obligations under 14.7(e) by paying any fees and/or cost of textbooks directly to the RTO.

- (g) An apprentice is entitled to be released from work without loss of continuity of employment and to payment of the appropriate wages to attend any training and assessment specified in, or associated with, the training contract.
- (h) Time spent by an apprentice in attending any training and/or assessment specified in, or associated with, the training contract is to be regarded as time worked for the employer for the purposes of calculating the apprentice's wages and determining the apprentice's employment conditions. This subclause operates subject to the provisions of Schedule E—School-based Apprentices.
- (i) No apprentice will, except in an emergency, work or be required to work overtime or shiftwork at times which would prevent their attendance at training consistent with their training contract.

## 15. Allowances

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

[Varied by [PR988396](#), [PR994419](#), [PR998128](#), [PR502624](#), [PR509171](#), [PR523001](#), [PR536804](#), [PR551727](#), [PR566828](#), [PR579523](#), [PR592276](#), [PR606500](#), [PR704095](#), [PR707625](#), [PR718990](#), [PR729458](#), [PR740866](#), [PR762290](#)]

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

[15.1(b) substituted by [PR994419](#) from 01Jan10; varied by [PR523001](#) ppc 01Jul12]

- (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:

<b>Allowance</b>	<b>Applicable CPI figure</b>
Meal allowance	Take away and fast foods sub-group
Clothing and equipment allowance	Clothing and footwear group
Tool allowance	Tools and equipment for house and garden component of the household appliances, utensils and tools sub-group
Vehicle allowance	Private motoring sub-group

### 15.2 Clothing and equipment

[15.2(c) varied by [PR502624](#) from 01Jan10]

- (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 such 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.
- (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.

### 15.3 Leading hand allowance

- (a) A leading hand is an employee who is placed in charge of not less than two other employees of a substantially similar classification, but does not include any employee whose classification denotes supervisory responsibility.

[15.3(b) varied by [PR994419](#) from 01Jan10]

- (b) A leading hand will be paid a weekly allowance of the amount specified by the item number in accordance with the following scale:

<b>Leading hand in charge of:</b>	<b>% of <u>standard rate</u></b>
2-5 other employees	2.67
6-10 other employees	3.81
11-15 other employees	4.81
16 or more other employees	5.88

- (c) This allowance will be part of salary for all purposes of this award.
- (d) An employee who works less than 38 hours per week will be entitled to the allowances prescribed by this clause in the same proportion as the average hours worked each week bears to 38 ordinary hours.

### 15.4 Meal allowance

[15.4(a) varied by [PR998128](#), [PR509171](#), [PR523001](#), [PR536804](#), [PR551727](#), [PR566828](#), [PR579523](#), [PR592276](#), [PR606500](#), [PR704095](#), [PR707625](#), [PR718990](#), [PR729458](#), [PR740866](#), [PR762290](#) ppc 01Jul23]

- (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 \$15.20 in addition to any overtime payment as follows:
  - (i) when required to work after the usual finishing hour of work beyond one hour or, in the case of shiftworkers, when the overtime work on any shift exceeds one hour.

[15.4(a)(ii) varied by [PR718990](#), [PR729458](#), [PR740866](#), [PR762290](#) ppc 01Jul23]

- (ii) Provided that where such overtime work exceeds four hours a further meal allowance of \$13.70 will be paid.
- (b) Clause 15.4(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.

#### **15.5 Nauseous work allowance**

- (a) An allowance of 0.05% of the [standard rate](#) per hour or part thereof will be paid to an employee in any classification if they are engaged in handling linen of a nauseous nature other than linen sealed in airtight containers and/or for work which is of an unusually dirty or offensive nature having regard to the duty normally performed by such employee in such classification. Any employee who is entitled to be paid an allowance will be paid a minimum sum of 0.27% of the [standard rate](#) for work performed in any week.
- (b) Notwithstanding the provisions of clause 15.5(a), a nauseous allowance is not payable by an employer who, at 1 January 2010, was not obliged to pay such an allowance under the terms of an award based transitional instrument. This subclause will only operate until 1 January 2011.

#### **15.6 Tool allowance**

[15.6 varied by [PR998128](#), [PR579523](#), [PR592276](#), [PR718990](#), [PR729458](#), [PR740866](#), [PR762290](#) ppc 01Jul23]

A tool allowance of \$13.11 per week for the supply and maintenance of tools will be paid to chefs and cooks who are not provided with all necessary tools by the employer.

#### **15.7 Travelling, transport and fares**

[15.7(a) varied by [PR523001](#), [PR536804](#), [PR551727](#), [PR718990](#), [PR740866](#), [PR762290](#) ppc 01Jul23]

- (a) An employee required and authorised to use their own motor vehicle in the course of their duties will be paid an allowance of not less than \$0.96 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 further that the employee will not be entitled to reimbursement for expenses referred to in clause 15.7(b) which exceed the mode of transport, meals or the standard of accommodation agreed with the employer for these purposes.

## 16. District allowances

[Varied by [PR994419](#), [PR503620](#); deleted by [PR561478](#) ppc 05Mar15]

## 17. Payment of wages

[Varied by [PR721749](#)]

[Paragraph numbered as 17.1 by [PR994419](#) from 01Jan10]

**17.1** Wages are to be paid weekly or fortnightly.

### 17.2 Method of payment

[17.1 renumbered as 17.2 by [PR994419](#) from 01Jan10]

Subject to clause 17.4, by no later than payday, wages must be paid by cash or electronic funds transfer, the latter into the bank or financial institutional account nominated by the employee.

### 17.3 Payment on termination of employment

[17.2 renumbered as 17.3 by [PR994419](#) from 01Jan10; 17.3—Termination renamed and substituted by [PR721749](#) ppc 26Aug20]

- (a) When notice of termination of employment has been given by an employee in accordance with clause 11.1, or an employee's services have been terminated by an employer who has provided them with notice in accordance with the [NES](#), payment of all wages and other monies owing to an employee will be made to the employee by no later than the last day of the formal notice period.
- (b) In all other circumstances, the employer must pay all wages and other monies owing to an employee by no later than 7 days after the day on which the employee's employment terminates.
- (c) The requirement to pay wages and other amounts under clauses 17.3(a) and (b) is subject to further order of the Commission and the employer making deductions authorised by this award or the [Act](#).

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

NOTE 2: Clause 17.3(c) allows the Commission to make an order delaying the requirement to make a payment under clause 17.3(a) or 17.3(b). For example, the Commission could make an order delaying the requirement to pay redundancy pay if an employer makes an application under section 120 of the [Act](#) for the Commission to reduce the amount of redundancy pay an employee is entitled to under the [NES](#).

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

## 17.4 Delay

[17.3 renumbered as 17.4 by [PR994419](#) from 01Jan10]

Notwithstanding the above, an employer will not be held liable for any unforeseen event outside the control of the employer which prevents the employer's ability to meet the requirements of this clause, for example bank error or delay.

## 18. Accident pay

[Varied by [PR994419](#), [PR503620](#); deleted by [PR561478](#) ppc 05Mar15]

## 19. Supported wage system

[Varied by [PR988396](#)]

See Schedule C

## 20. National training wage

[Varied by [PR988396](#); substituted by [PR593814](#) ppc 01Jul17; varied by [PR606342](#), [PR707428](#), [PR720159](#), [PR718835](#), [PR723827](#), [PR729273](#), [PR740693](#), [PR762127](#)]

[20.1 varied by [PR720159](#) ppc 18Jun20]

**20.1** Schedule E to the [Miscellaneous Award 2020](#) sets out minimum wage rates and conditions for employees undertaking traineeships.

[20.2 varied by [PR606342](#), [PR707428](#), [PR720159](#) ppc 18Jun20, [PR723827](#), [PR729273](#), [PR740693](#), [PR762127](#) ppc 01Jul23]

**20.2** This award incorporates the terms of Schedule E to the [Miscellaneous Award 2020](#) as at 1 July 2023. Provided that any reference to "this award" in Schedule E to the [Miscellaneous Award 2020](#) is to be read as referring to the *Aged Care Award 2010* and not the [Miscellaneous Award 2020](#).

[20.3 inserted by [PR718835](#) ppc 01Jul20; deleted by [PR723827](#) ppc 01Nov20]

## 21. Superannuation

[Varied by [PR990530](#), [PR995161](#), [PR994419](#), [PR526089](#), [PR530211](#), [PR533378](#), [PR545985](#)]

### 21.1 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.

## 21.2 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.

## 21.3 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 21.2.
- (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 21.3(a) or (b) no later than 28 days after the end of the month in which the deduction authorised under clauses 21.3(a) or (b) was made.

## 21.4 Superannuation fund

[21.4 varied by [PR994419](#) from 01Jan10]

Unless, to comply with superannuation legislation, the employer is required to make the superannuation contributions provided for in clause 21.2 to another superannuation fund that is chosen by the employee, the employer must make the superannuation contributions provided for in clause 21.2 and pay the amount authorised under clauses 21.3(a) or (b) to one of the following superannuation funds or its successor:

- (a) First State Super;
- (b) Health Industry Plan (HIP);
- (c) Health Employees Superannuation Trust of Australia (HESTA);

[21.4(d) deleted by [PR545985](#) ppc 01Jan14]

[21.4(e) substituted by [PR533378](#) ppc 22Jan13; renumbered as 21.4(d) by [PR545985](#) ppc 01Jan14]

- (d) Catholic Super (CSF);

[21.4(f) renumbered as 21.4(e) by [PR545985](#) ppc 01Jan14]

- (e) Mercy Super;

[21.4(g) renumbered as 21.4(f) by [PR545985](#) ppc 01Jan14]

- (f) Sunsuper;

[21.4(h) renumbered as 21.4(g) by [PR545985](#) ppc 01Jan14]

- (g) Tasplan;

[21.4(i) substituted by [PR530211](#) ppc 26Oct12; renumbered as 21.4(h) by [PR545985](#) ppc 01Jan14]

(h) CareSuper;

[21.4(j) varied by [PR995161](#) ppc 23Mar10, [PR526089](#) ppc 09Jul12; renumbered as 21.4(i) by [PR545985](#) ppc 01Jan14]

(i) NGS Super;

[21.4(k) inserted by [PR995161](#) ppc 23Mar10; renumbered as 21.4(j) by [PR545985](#) ppc 01Jan14]

(j) AustralianSuper;

[21.4(k) renumbered as 21.4(l) by [PR995161](#), 21.4(l) renumbered as 21.4(k) and varied by [PR545985](#) ppc 01Jan14]

(k) 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 21.4(l) inserted by [PR545985](#) ppc 01Jan14]

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

## **Part 5—Hours of Work and Related Matters**

### **22. Ordinary hours of work and rostering**

[Varied by [PR995161](#), [PR994419](#), [PR509796](#), [PR700643](#), [PR713505](#)]

#### **22.1 Ordinary hours of work**

The ordinary hours of work will be 38 hours per week, or an average of 38 hours per week worked over 76 hours per fortnight or 114 hours per 21 days or 152 hours per four week period, and will be worked either:

- (a) in a period of 28 calendar days of not more than 20 work days in a roster cycle;
- (b) in a period of 28 calendar days of not more than 19 work days in a roster cycle, with the twentieth day taken as an accrued paid day off (ADO); or
- (c) eight hours on a day shift or 10 hours on a night shift.

#### **22.2 Span of hours**

- (a) The ordinary hours of work for a day worker will be worked between 6.00 am and 6.00 pm Monday to Friday.

[22.2(b) varied by [PR994419](#) from 01Jan10]

- (b) A shiftworker is an employee who is regularly rostered to work their ordinary hours outside the ordinary hours of work of a day worker, as defined in clause 22.2(a).

### **22.3 Rostered days off**

Employees, other than a casual employee, will be free from duty for not less than two full days in each week or four full days in each fortnight or eight full days in each 28 day cycle. Where practicable, days off will be consecutive.

### **22.4 Rest breaks between rostered work**

- (a) An employee will be allowed a break of not less than 10 hours between the termination of one shift or period of duty and the commencement of another.
- (b) By mutual agreement, the 10 hour rest break may be reduced to eight hours.

### **22.5 Accumulation and taking of accrued days off (ADOs)**

- (a) This clause will only apply to full-time employees.
- (b) Where an employee is entitled to an ADO in accordance with the arrangement of ordinary hours of work as set out in clause 22.1, ADOs will be taken within 12 months of the date on which the first full ADO accrued.
- (c) Where an employee's employment terminates for any reason, accumulated ADOs will be paid to the employee at ordinary rates.
- (d) The taking of an employee's ADO will be determined, by mutual agreement between the employee and the employer, having regard to the needs of the place of employment or sections thereof. Such ADO will, where practicable, be consecutive with the rostered days off prescribed in clause 22.3 above. ADOs will not be rostered on public holidays.

### **22.6 Rosters**

- (a) The ordinary hours of work for each employee will be displayed on a roster in a place conveniently accessible to employees. Such roster will be displayed at least two weeks prior to the commencing date of the first working period in any roster subject to clause 22.6(b) below.

[22.6(b) deleted by [PR509796](#) ppc 23May11]

[22.6(c) renumbered as 22.6(b) by [PR509796](#) ppc 23May11]

- (b) It is not obligatory for the employer to display any roster of the ordinary hours of work of casual or relieving staff.

[22.6(d) renumbered as 22.6(c) by [PR509796](#) ppc 23May11]

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

[22.6(e) renumbered as 22.6(d) by [PR509796](#) ppc 23May11]

- (d) 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 two rostered days off in that week or four rostered days off in that fortnight, as the case may be.

[22.6(f) renumbered as 22.6(e) by [PR509796](#) ppc 23May11]

- (e) Where practicable, ADOs will be displayed on the roster.

[New 22.6(f) inserted by [PR700643](#) ppc 01Oct18]

- (f) Rostering arrangements and changes to rosters may be communicated by telephone, direct contact, mail, email, facsimile or any electronic means of communication.

[22.6(g) renumbered as 22.6(f) by [PR509796](#), 22.6(f) renumbered as 22.6(g) by [PR700643](#) ppc 01Oct18]

- (g) This clause will not apply to hostel supervisors.

## 22.7 Minimum engagements

- (a) Full-time employees will receive a minimum payment of four hours for each engagement in respect of ordinary hours of work.

[22.7(b) substituted by [PR509796](#) ppc 23May11]

- (b) Permanent part-time and casual employees will receive a minimum payment of two hours for each engagement.

[22.7(c) varied by [PR994419](#); deleted by [PR509796](#) ppc 23May11]

[22.7(d) renumbered as 22.7(c) by [PR509796](#) ppc 23May11]

- (c) Subject to clause 22.8, except for meal breaks, the hours of work on any day will be continuous.

## 22.8 Broken shifts

With respect to broken shifts:

- (a) **Broken shift** for the purposes of this clause means a shift worked by a casual or permanent part-time employee that includes breaks (other than a meal break) totalling not more than four hours and where the span of hours is not more than 12 hours.

[22.8(b) varied by [PR995161](#) ppc 23Mar10]

- (b) A broken shift may be worked where there is mutual agreement between the employer and employee to work the broken shift.

[22.8(c) varied by [PR994419](#) from 01Jan10]

- (c) Payment for a broken shift will be at ordinary pay with penalty rates and shift allowances in accordance with clauses 25—Overtime penalty rates and 26—Shiftwork, with shift allowances being determined by the commencing time of the broken shift.
- (d) All work performed beyond the maximum span of 12 hours for a broken shift will be paid at double time.
- (e) An employee must receive a minimum break of 10 hours between broken shifts rostered on successive days.

[22.8(f) inserted by [PR713505](#) ppc 25Oct19]

- (f) Each portion of the shift must meet the minimum engagement requirements in clause 22.7(b).

## 22.9 Sleepovers

Employees may, in addition to normal rostered shifts, be required to sleepover. A **sleepover** means sleeping in at night in order to be on call for emergencies.

The following conditions will apply to each night of sleepover:

- (a) The span for a sleepover will be not less than eight hours and not more than 10 hours on any one night.
- (b) Employees will be provided with free board and lodging for each night on which they are required to sleepover.
- (c) Employees will be provided with a separate room with a bed and use of staff facilities or client facilities where applicable.

[22.9(d) varied by [PR994419](#) from 01Jan10]

- (d) In addition to the provision of free board and lodging for sleepovers, the employee will be entitled to a sleepover allowance of 5.2% of the [standard rate](#) for each night on which they sleep over.
- (e) No work other than that of an emergency nature will be required to be performed during any sleepover. For the purposes of this clause an emergency is any unplanned occurrence or event requiring prompt action.
- (f) An employee directed to perform work other than that of an emergency nature during any sleepover will be paid the appropriate hourly rate from the start of the sleepover to the end of the non-emergency work, or from the start of the non-emergency work to the end of the sleepover, whichever is the lesser, in addition to the sleepover allowance in clause 22.9(d).
- (g) All time worked during any sleepover will count as time worked and be paid for in accordance with the following provisions:
  - (i) All time worked by full-time employees during any sleepover will be paid for at overtime rates.
  - (ii) All time worked by permanent part-time employees during any sleepover will be paid for at ordinary pay plus applicable shift and weekend penalties; provided that, if the total number of hours worked on that day exceeds the number of hours worked by full-time employees, or 11 hours where there are no such full-time employees, then the excess hours worked on that day will be paid for at overtime rates; and provided further that if the total number of hours worked in the week exceeds 38 hours, or exceeds 76 hours in the fortnight, then the excess hours worked in that week or fortnight will be paid for at overtime rates.

- (iii) All time worked by casual employees during any sleepover will be paid for at ordinary pay plus applicable shift and weekend penalties; provided that if the total number of hours worked in the week exceeds 38 hours, or exceeds 76 hours in the fortnight, then the excess hours worked in that week or fortnight will be paid for at overtime rates.
- (iv) And provided further that where the employee does not have eight consecutive hours off duty between ordinary rostered duty on successive days, then the provisions of clause 22.9(j) will apply.
- (h) A sleepover may be rostered to commence immediately at the conclusion of the employee's shift and continuous with that shift; and/or immediately prior to the employee's shift and continuous with that shift, and not otherwise.
- (i) No employee will be required to sleepover during any part of their rostered days off or ADOs.
- (j) An employee (whether a full-time employee, permanent part-time employee or casual employee) who performs so much work during sleepover periods 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 eight consecutive hours off duty between these times will, subject to this clause, be released after completion of such work until they have had eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence. If, on the instruction of the employer, such an employee resumes or continues to work without having eight consecutive hours off duty, the employee will be paid at double the appropriate rate until they are released from duty for eight consecutive hours and will be entitled to be absent until they have had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- (k) Casual employees may only be used for sleepovers when full-time employees or permanent part-time employees are not available for that duty. In no case will casual employees be used exclusively, or almost exclusively, for sleepovers.

Nothing in this clause will preclude the employer from rostering an employee to work shiftwork instead of undertaking sleepovers.

## **23. Saturday and Sunday work**

[Varied by [PR995161](#), [PR713505](#)]

- 23.1** 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 time and three quarters. These extra rates will be in substitution for and not cumulative upon the shift premiums prescribed in clause 26—Shiftwork.

[23.2 substituted by [PR995161](#), [PR713505](#) ppc 01Jul20]

- 23.2** A casual employee who works on a weekend will be paid the following rates:

- (a) between midnight Friday and midnight Saturday – 175% of the ordinary hourly rate; and
- (b) between midnight Saturday and midnight Sunday – 200% of the ordinary hourly rate.

[23.3 inserted by [PR713505](#) ppc 01Jul20]

**23.3** The rates prescribed in clause 23.2 will be in substitution for and not cumulative upon the casual loading prescribed in clause 10.4(b).

## **24. Breaks**

[Varied by [PR995161](#)]

### **24.1 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.

[24.1(b) varied by [PR994419](#); substituted by [PR995161](#) ppc 23Mar10]

- (b) Where an employee is required to remain available to attend to duty or is on duty during their meal break, the employee will be paid at overtime rates for all time worked from the commencement of that meal break until such time that a meal break free from duty is taken by the employee or the employee's shift ends (whichever occurs first). Whilst payment will be calculated at overtime rates, the time worked until the meal break is taken will be regarded and count as an employee's ordinary time.

### **24.2 Tea breaks**

- (a) Two separate 10 minute intervals (in addition to meal breaks) will be allowed to each employee on duty during each ordinary shift of 7.6 hours or more.
- (b) Where less than 7.6 ordinary hours are worked, employees will be allowed one 10 minute interval in each four hour period.
- (c) Subject to mutual agreement, such intervals may alternatively be taken as one 20 minute interval.
- (d) Tea breaks will count as time worked.

## **25. Overtime penalty rates**

[Varied by [PR995161](#), [PR994419](#), [PR995661](#), [PR584066](#), [PR723844](#), [PR763212](#)]

### **25.1 Overtime rates**

- (a) **Full-time employees**

[25.1(a) substituted by [PR723844](#) ppc 01Mar21]

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

- (A) for all authorised overtime on Monday to Friday, payment will be made at the rate of **150%** of the hourly rate (plus any all-purpose allowance payable) for the first two hours and **200%** after two hours;
  - (B) for all authorised overtime on a Saturday or Sunday, payment will be made at the rate of **200%** of the hourly rate (plus any all-purpose allowance payable); and
  - (C) for all authorised overtime on a public holiday, payment will be made at the rate of **250%** of the hourly rate (plus any all-purpose allowance payable).
- (ii) Overtime rates under this clause will be in substitution for, and not cumulative upon, the shift premiums prescribed in clause 26.1.

**(b) Part-time employees**

[25.1(b) renamed by [PR995161](#); renamed and substituted by [PR723844](#) ppc 01Mar21]

- (i) All time worked by a part-time employee in excess of 38 hours per week or 76 per fortnight will be paid at the following rates:
  - (A) Monday to Friday—**150%** of the hourly rate (plus any all-purpose allowance payable) for the first two hours and **200%** of the hourly rate (plus any all-purpose allowance payable) after two hours;
  - (B) Saturday and Sunday—**200%** of the hourly rate (plus any all-purpose allowance payable); and
  - (C) Public holidays—**250%** of the hourly rate (plus any all-purpose allowance payable).
- (ii) All time worked by a part-time employee which exceeds 10 hours per day, will be paid for at the following rates:
  - (A) Monday to Saturday—**150%** of the hourly rate (plus any all-purpose allowance payable) for the first two hours and **200%** of the hourly rate (plus any all-purpose allowance payable) after two hours;
  - (B) Sunday—**200%** of the hourly rate (plus any all-purpose allowance payable); and
  - (C) Public holidays—**250%** of the hourly rate (plus any all-purpose allowance payable).
- (iii) All time worked in excess of a part-time employee's rostered hours on any one day (unless an agreement has been entered into under clause 10.3(c)), will be overtime and paid at the rates prescribed by clause 25.1(b)(i).

**(c) Casual employees**

[25.1(c) varied by [PR995161](#); deleted by [PR584066](#) ppc 22Aug16]

[New 25.1(c) inserted by [PR723844](#) ppc 01Mar21]

- (i) A casual employee will be paid for all time worked in excess of 38 hours per week or 76 hours per fortnight at the following rates:

- (A) Monday to Friday—**187.5%** of the hourly rate (plus any all-purpose allowance payable) for the first two hours and **250%** of the hourly rate (plus any all-purpose allowance payable) after two hours;
  - (B) Saturday and Sunday—**250%** of the hourly rate (plus any all-purpose allowance payable); and
  - (C) Public holidays—**312.5%** of the hourly rate (plus any all-purpose allowance payable).
- (ii) A casual employee will be paid the following rates for all time worked in excess of 10 hours per day:
- (A) Monday to Saturday—**187.5%** of the hourly rate (plus any all-purpose allowance payable) for the first two hours and **250%** of the hourly rate (plus any all-purpose allowance payable) after two hours;
  - (B) Sunday—**250%** of the hourly rate (plus any all-purpose allowance payable); and
  - (C) Public holidays—**312.5%** of the hourly rate (plus any all-purpose allowance payable).

NOTE: The overtime rates for casual employees have been calculated by adding the casual loading prescribed by clause 10.4(b) to the hourly rate (plus any all-purpose allowance payable) before applying the overtime rates for full-time and part-time employees prescribed by clauses 25.1(a) and 25.1(b).

**(d) Rest period after overtime**

[25.1(d) renumbered as 25.1(c) by [PR584066](#) ppc 22Aug16; 25.1(c) renumbered as 25.1(d) by [PR723844](#) ppc 01Mar21]

- (i) An employee, other than a casual, who works so much overtime between the termination of their ordinary work on any day or shift and the commencement of their ordinary work on the next day or shift, that they have not had at least 10 consecutive hours off duty between those times, will be released after completion of such overtime until they have had 10 consecutive hours off duty without loss of pay for rostered ordinary hours occurring during such absence.

[25.1(d)(ii) varied by [PR723844](#) ppc 01Mar21]

- (ii) 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 **200%** of the hourly rate (plus any all-purpose allowance payable) 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.

**(e) Recall to work overtime**

[25.1(e) renumbered as 25.1(d) by [PR584066](#) ppc 22Aug16; 25.1(d) renumbered as 25.1(e) by [PR723844](#) ppc 01Mar21]

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

**(f) Rest break during overtime**

[25.1(f) renumbered as 25.1(e) by [PR584066](#) ppc 22Aug16; 25.1(e) renumbered as 25.1(f) by [PR723844](#) ppc 01Mar21]

(i) An employee recalled to work overtime after leaving the employer'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.

[25.1(f)(ii) varied by [PR994419](#) from 01Jan10]

(ii) The meals referred to in clause 25.1(f)(i) will be allowed to the employee free of charge. Where the facility is unable to provide such meals, a meal allowance, as prescribed in clause 15.4 will be paid to the employee concerned.

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

[25.2 inserted by [PR584066](#) ppc 22Aug16]

- (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 25.2.
- (c) An agreement must state each of the following:
  - (i) the number of overtime hours to which it applies and when those hours were worked;
  - (ii) that the employer and employee agree that the employee may take time off instead of being paid for the overtime;
  - (iii) that, if the employee requests at any time, the employer must pay the employee, for overtime covered by the agreement but not taken as time off, at the overtime rate applicable to the overtime when worked;
  - (iv) that any payment mentioned in subparagraph (iii) must be made in the next pay period following the request.

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

Schedule H. An agreement under clause 25.2 can also be made by an exchange of emails between the employee and employer, or by other electronic means.

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

EXAMPLE: By making an agreement under clause 25.2 an employee who worked 2 overtime hours is entitled to 2 hours' time off.

- (e) Time off must be taken:
  - (i) within the period of 6 months after the overtime is worked; and
  - (ii) at a time or times within that period of 6 months agreed by the employee and employer.
- (f) If the employee requests at any time, to be paid for overtime covered by an agreement under clause 25.2 but not taken as time off, the employer must pay the employee for the overtime, in the next pay period following the request, at the overtime rate applicable to the overtime when worked.
- (g) If time off for overtime that has been worked is not taken within the period of 6 months mentioned in paragraph (e), the employer must pay the employee for the overtime, in the next pay period following those 6 months, at the overtime rate applicable to the overtime when worked.
- (h) The employer must keep a copy of any agreement under clause 25.2 as an employee record.
- (i) An employer must not exert undue influence or undue pressure on an employee in relation to a decision by the employee to make, or not make, an agreement to take time off instead of payment for overtime.
- (j) An employee may, under section 65 of the Act, request to take time off, at a time or times specified in the request or to be subsequently agreed by the employer and the employee, instead of being paid for overtime worked by the employee. If the employer agrees to the request then clause 25.2 will apply, including the requirement for separate written agreements under paragraph (b) for overtime that has been worked.

[Note varied by [PR763212](#) ppc 01Aug23]

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

- (k) If, on the termination of the employee's employment, time off for overtime worked by the employee to which clause 25.2 applies has not been taken, the employer must pay the employee for the overtime at the overtime rate applicable to the overtime when worked.

Note: Under section 345(1) of the Act, a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 25.2.

## **26. Shiftwork**

[Varied by [PR995161](#)]

### **26.1 Shift allowances and penalty rates**

[26.1 varied by [PR995161](#) ppc 23Mar10]

Employees working afternoon or night shift will be paid the following percentages in addition to the ordinary rate for such shift. Provided that employees who work less than 38 hours per week will only be entitled to the additional rates where their shift commence prior to 6.00 am or finish subsequent to 6.00 pm.

- (a) Afternoon shift commencing at 10.00 am and before 1.00 pm—10% of the ordinary hourly rate
- (b) Afternoon shift commencing at 1.00 pm and before 4.00 pm—12.5% of the ordinary hourly rate
- (c) Night shift commencing at 4.00 pm and before 4.00 am—15% of the ordinary hourly rate
- (d) Night shift commencing at 4.00 am and before 6.00 am—10% of the ordinary hourly rate

[26.2 inserted by [PR995161](#) ppc 23Mar10]

**26.2** An employee entitled to a shift allowance under clause 26.1, will be paid the shift allowance for the entire shift.

[26.3 inserted by [PR995161](#) ppc 23Mar10]

**26.3** For the purposes of clause 26.1, “ordinary hourly rate” means the appropriate weekly rate divided by 38.

## **27. Higher duties**

**27.1** An 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 for:

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

### **27A. Requests for flexible working arrangements**

[27A inserted by [PR701412](#) ppc 01Dec18; substituted by [PR763212](#) ppc 01Aug23]

Requests for flexible working arrangements are provided for in the [NES](#).

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

## Part 6—Leave and Public Holidays

### 28. Annual leave

[Varied by [PR994419](#), [PR995161](#), [PR997021](#), [PR582952](#)]

[Preamble numbered as 28.1 by [PR994419](#) from 01Jan10]

**28.1** Annual leave is provided for in the [NES](#). This clause contains additional provisions.

#### 28.2 Quantum of annual leave

[28.1 renumbered as 28.2 by [PR994419](#) ppc 01Jan10; 28.2 substituted by [PR997021](#) from 01Jan10]

- (a) For the purposes of the [NES](#) a shiftworker is defined as:
  - (i) an employee who is regularly rostered to work their ordinary hours outside the ordinary hours of work as a day worker as defined in clause 22.2(a); and/or
  - (ii) an employee who works for more than four ordinary hours on 10 or more weekends.
- (b) For the purpose of the clause 28.2(a), a weekend means work in ordinary time on a Saturday and/or a Sunday in any one calendar week.

[28.1(c) inserted by [PR995161](#); 28.2(c) deleted by [PR582952](#) ppc 29Jul16]

(c) Clause 28.2 does not apply to an employee subject to clause 28.3.

#### 28.3 Quantum of annual leave—employees previously covered by the Nurses Award 2020

- (a) Clause 28.3 only applies to an employee who was covered by the Nurses Award 2020 on XX MONTH 20XX [day before changes take effect] and who became covered by this award as a result of PRXXXXXX.
- (b) An employee subject to this clause is entitled to the same quantum of annual leave as if they were covered by the Nurses Award 2020.

NOTE: In addition to the entitlements in the NES, an employee under the Nurses Award 2020 is entitled to an additional week of annual leave on the same terms and conditions.

#### ~~28.3~~28.4 Annual leave loading

[28.2 renumbered as 28.3 by [PR994419](#) from 01Jan10]

- (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) 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.

### **28.428.5 Annual leave in advance**

[28.4 inserted by [PR582952](#) 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 the leave is to be 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 [28.428.5](#) is set out at Schedule F. There is no requirement to use the form of agreement set out at Schedule F.

- (c) The employer must keep a copy of any agreement under clause [28.428.5](#) 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 [28.428.5](#), the employer may deduct from any money due to the employee on termination an amount equal to the amount that was paid to the employee in respect of any part of the period of annual leave taken in advance to which an entitlement has not been accrued.

### **28.528.6 Cashing out of annual leave**

[28.5 inserted by [PR582952](#) ppc 29Jul16]

- (a) Paid annual leave must not be cashed out except in accordance with an agreement under clause [28.528.6](#).
- (b) Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement under clause [28.528.6](#).
- (c) An employer and an employee may agree in writing to the cashing out of a particular amount of accrued paid annual leave by the employee.
- (d) An agreement under clause [28.528.6](#) must state:
  - (i) the amount of leave to be cashed out and the payment to be made to the employee for it; and
  - (ii) the date on which the payment is to be made.
- (e) An agreement under clause [28.528.6](#) must be signed by the employer and employee and, if the employee is under 18 years of age, by the employee's parent or guardian.
- (f) The payment must not be less than the amount that would have been payable had the employee taken the leave at the time the payment is made.

- (g) 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 ~~28.5~~28.6 as an employee record.

Note 1: Under section 344 of the Fair Work Act, an employer must not exert undue influence or undue pressure on an employee to make, or not make, an agreement under clause ~~28.5~~28.6.

Note 2: Under section 345(1) of the Fair Work Act, a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause ~~28.5~~28.6.

Note 3: An example of the type of agreement required by clause ~~28.5~~28.6 is set out at Schedule G. There is no requirement to use the form of agreement set out at Schedule G.

### ~~28.6~~28.7 Excessive leave accruals: general provision

[28.6 inserted by [PR582952](#) ppc 29Jul16]

Note: Clauses ~~28.6-28.7~~ to ~~28.8-28.9~~ 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 28.2(a)).
- (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 ~~28.7~~28.8 sets out how an employer may direct an employee who has an excessive leave accrual to take paid annual leave.
- (d) Clause ~~28.8~~28.9 sets out how an employee who has an excessive leave accrual may require an employer to grant paid annual leave requested by the employee.

### ~~28.7~~28.8 Excessive leave accruals: direction by employer that leave be taken

[28.7 inserted by [PR582952](#) ppc 29Jul16]

- (a) If an employer has genuinely tried to reach agreement with an employee under clause ~~28.7(b)~~28.67(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 ~~28.6~~28.7, ~~28.7~~28.8 or ~~28.8~~28.9 or otherwise agreed by the employer and employee) are taken into account; and

- (ii) must not require the employee to take any period of paid annual leave of less than one week; and
  - (iii) must not require the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the direction is given; and
  - (iv) must not be inconsistent with any leave arrangement agreed by the employer and employee.
- (c) The employee must take paid annual leave in accordance with a direction under 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 ~~28.8(b)(i)~~28.78(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.

### **~~28.8~~28.9 Excessive leave accruals: request by employee for leave**

[28.8 inserted by [PR582952](#); substituted by [PR582984](#) ppc 29Jul17]

- (a) If an employee has genuinely tried to reach agreement with an employer under clause ~~28.7(b)~~28.67(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 ~~28.8(a)~~28.78(a) that, when any other paid annual leave arrangements (whether made under clause ~~28.6~~28.7, ~~28.7~~28.8 or ~~28.8~~28.9 or otherwise agreed by the employer and employee) are taken into account, would eliminate the employee's excessive leave accrual.
- (c) A notice given by an employee under 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 ~~28.6~~28.7, ~~28.7~~28.8 or ~~28.8~~28.9 or otherwise agreed by the employer and employee) are taken into account; or

- (ii) provide for the employee to take any period of paid annual leave of less than one week; or
  - (iii) provide for the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the notice is given; or
  - (iv) be inconsistent with any leave arrangement agreed by the employer and employee.
- (d) An employee is not entitled to request by a notice under paragraph (a) more than 4 weeks' paid annual leave (or 5 weeks' paid annual leave for a shiftworker, as defined by clause 28.2(a)) in any period of 12 months.
- (e) The employer must grant paid annual leave requested by a notice under paragraph (a).

## 29. Public holidays

[Varied by [PR995161](#), [PR559823](#), [PR561875](#), [PR713505](#); [PR747559](#)]

[Paragraph numbered as 29.1 by [PR994419](#) from 01Jan10]

**29.1** Public holidays are provided for in the [NES](#). This clause contains additional provisions.

### 29.2 Payment for working on a public holiday

[29.1 renumbered as 29.2 by [PR994419](#) from 01Jan10]

#### (a) Full-time day workers

[29.2(a) varied by [PR995161](#) ppc 23Mar10; corrected by [PR559823](#) ppc 23Mar10, [PR561875](#) ppc 23Mar10]

A full-time employee who will, in addition to their ordinary pay for work performed on a public holiday, elect to receive one of the following:

- (i) payment of an additional sum equal to 150% for hours worked; or

[29.2(a)(ii) varied by [PR747559](#) ppc 14Nov22]

- (ii) have the same number of hours worked added to their annual leave.

- The election in clauses 29.2(a)(i) and (ii) will be made on the commencement of employment and then on the anniversary date each year. The employee may not alter such election during the year except with the agreement of the employer.
- A full-time employee who does not work on a public holiday or part-day public holiday will be paid their ordinary pay for that day or part-day.
- 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 on a public holiday.

**(b) Part-time employees**

- (i) A part-time employee will only be entitled to payment for those public holidays that fall on days they are normally rostered to work.
- (ii) A part-time employee will, in addition to their ordinary pay for work performed on a public holiday, elect to receive one of the following:
  - payment of an additional sum equal to 150% for hours worked; or
  - have the same number of hours worked added to their annual leave.
- (iii) The election in clause 29.2(b)(ii) will be made on the commencement of employment and then on the anniversary date each year. The employee may not alter such election during the year except with the agreement of the employer.

[29.2(b)(iv) varied by [PR747559](#) ppc 14Nov22]

- (iv) A part-time employee who is rostered off on a public holiday they would ordinarily work will be paid their ordinary pay for that day or part-day.
- (v) 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.

[29.2(c) substituted by [PR713505](#) ppc 01Jul20]

**(c) Casual employees**

- (i) A casual employee will be paid only for those public holidays they work at 275% of the ordinary hourly rate for hours worked.
- (ii) The rates prescribed in clause 29.2(c)(i) will be in substitution for and not cumulative upon the casual loading prescribed in clause 10.4(b) and weekend rates prescribed in clause 23.2.
- (iii) 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.

**30. Personal/carer's leave and compassionate leave**

Personal/carer's leave and compassionate leave are provided for in the [NES](#).

**30A. Parental leave and related entitlements**

[30A inserted by [PR763212](#) ppc 01Aug23]

Parental leave and related entitlements are provided for in the [NES](#).

NOTE: Disputes about requests for extensions to unpaid parental leave may be dealt with under clause 9—Dispute resolution and/or under section 76B of the [Act](#).

### **31. Community service leave**

Community service leave is provided for in the [NES](#).

### **32. Ceremonial leave**

An employee who is legitimately required by Aboriginal tradition to be absent from work for Aboriginal ceremonial purposes will be entitled to up to 10 working days unpaid leave in any one year, with the approval of the employer.

### **33. Family and domestic violence leave**

[33—Leave to deal with Family and Domestic Violence renamed and substituted by [PR740267](#); 33—Unpaid family and domestic violence leave renamed and substituted by [PR750406](#) ppc 15Mar23]

Family and domestic violence leave is provided for in the [NES](#).

NOTE 1: Information provided to employers concerning an employee's experience of family and domestic violence is sensitive and if mishandled can have adverse consequences for the employee. Employers are subject to confidentiality requirements regarding the handling of this information under section 106C of the [Act](#) and requirements as to what can be reported on payslips pursuant to regulations 3.47 and 3.48 of the *Fair Work Regulations 2009*.

NOTE 2: Depending upon the circumstances, evidence that would satisfy a reasonable person of the employee's need to take family and domestic violence leave may include a document issued by the police service, a court or family violence support service, or a statutory declaration.

## Schedule A—Transitional Provisions

[Sched A inserted by [PR988396](#) ppc 01Jan10; varied by [PR994419](#), [PR503620](#)]

### A.1 General

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

[A.1.2 substituted by [PR994419](#) from 01Jan10]

**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.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,

[A.2.1(b) substituted by [PR994419](#) from 01Jan10]

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

**A.2.3** Prior to the first full pay period on or after 1 July 2010 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.

**A.2.4** The difference between the minimum wage for the classification in this award and the minimum wage in clause A.2.3 is referred to as the transitional amount.

**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:

**First full pay period on or after**

1 July 2010	80%
1 July 2011	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** These provisions cease to operate from the beginning of the first full pay period on or after 1 July 2014.

**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,

[A.3.1(b) substituted by [PR994419](#) from 01Jan10]

(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** Prior to the first full pay period on or after 1 July 2010 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.

**A.3.4** The difference between the minimum wage for the classification in this award and the minimum wage in clause A.3.3 is referred to as the transitional amount.

**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:

**First full pay period on or after**

1 July 2010	80%
1 July 2011	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** These provisions cease 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 substituted by [PR994419](#) from 01Jan10]

**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 substituted by [PR994419](#) from 01Jan10]

**A.5.2** Prior to the first full pay period on or after 1 July 2010 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.

**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** 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:

**First full pay period on or after**

1 July 2010	80%
1 July 2011	60%
1 July 2012	40%
1 July 2013	20%

**A.5.5** These provisions 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 substituted by [PR994419](#) from 01Jan10]

**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 substituted by [PR994419](#) from 01Jan10]

**A.6.2** Prior to the first full pay period on or after 1 July 2010 the employer must pay no less than the loading or penalty in the relevant transitional minimum wage instrument or award-based transitional instrument.

[A.6.3 substituted by [PR994419](#) from 01Jan10]

**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** 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:

**First full pay period on or after**

1 July 2010	80%
1 July 2011	60%
1 July 2012	40%
1 July 2013	20%

**A.6.5** These provisions 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 substituted by [PR994419](#) from 01Jan10]

**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** Prior to the first full pay period on or after 1 July 2010 the employer need not pay the loading or penalty in this award.

[A.7.3 substituted by [PR994419](#) from 01Jan10]

**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:

### **First full pay period on or after**

1 July 2010	20%
1 July 2011	40%
1 July 2012	60%
1 July 2013	80%

**A.7.4** These provisions cease to operate from the beginning of the first full pay period on or after 1 July 2014.

## **A.8 Former Division 2B employers**

[A.8 inserted by [PR503620](#) 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.

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## Schedule B—Classification Definitions

[Sched A renumbered as Sched B by [PR988396](#); varied by [PR997254](#), [PR713505](#); substituted by [PR751293](#) ppc 30Jun23]

Note: Any dispute about the classification of a particular employee may be referred to the Fair Work Commission in accordance with clause 9 of this award.

### B.1 Aged care employee—general

NOTE: Minimum wages for the classifications listed in clause B.1 are provided in clause 14.1, however, as set out in clause 14.2, a higher rate applies for Aged care employee—general—levels 4 to 7 if that employee is the single most senior food services employee engaged by any employer at the facility or site.

#### **B.1.1** Aged care employee—general—level 1

##### Entry level:

An employee who has less than three months' work experience in the industry and performs basic duties.

An employee at this level:

- works within established routines, methods and procedures;
- has minimal responsibility, accountability or discretion;
- works under direct or routine supervision, either individually or in a team; and
- requires no previous experience or training.

Indicative tasks performed at this level are:

<b>General and administrative services</b>	<b>Food services</b>
General clerk	Food services assistant
Laundry hand	
Cleaner	
Assistant gardener	

#### **B.1.2** Aged care employee—general—level 2

An employee at this level:

- is capable of prioritising work within established routines, methods and procedures;
- is responsible for work performed with a limited level of accountability or discretion;
- works under limited supervision, either individually or in a team;
- possesses sound communication skills; and
- requires specific on-the-job training and/or relevant skills training or experience.

Indicative tasks performed at this level are:

**General and administrative services****Food services**

General clerk/Typist (between 3 months' and less than 1 year's service)

~~Food services assistant~~

~~Laundry hand~~

~~Cleaner~~

Gardener (non-trade)

Maintenance/Handyperson (unqualified)

Driver (less than 3 ton)

**B.1.3 Aged care employee—general—level 3**

An employee at this level:

- is capable of prioritising work within established routines, methods and procedures (non admin/clerical);
- is responsible for work performed with a medium level of accountability or discretion (non admin/clerical);
- works under limited supervision, either individually or in a team (non admin/clerical);
- possesses sound communication and/or arithmetic skills (non admin/clerical);
- requires specific on-the-job training and/or relevant skills training or experience (non admin/clerical); and
- In the case of an admin/clerical employee, undertakes a range of basic clerical functions within established routines, methods and procedures.

Indicative tasks performed at this level are:

**General and administrative services****Food services**

General clerk/Typist (second and subsequent years of service)

Cook

Receptionist

Food services assistant

Pay clerk

Driver (less than 3 ton) who is required to hold a St John Ambulance first aid certificate

Laundry hand

Cleaner

**B.1.4 Aged care employee—general—level 4**

An employee at this level:

- is capable of prioritising work within established policies, guidelines and procedures;
- is responsible for work performed with a medium level of accountability or discretion;

- works under limited supervision, either individually or in a team;
- possesses good communication, interpersonal and/or arithmetic skills; and
- requires specific on-the-job training, may require formal qualifications and/or relevant skills training or experience.

Indicative tasks performed at this level are:

**General and administrative services**

Senior clerk

Senior receptionist

Maintenance/Handyperson (qualified)

Driver (3 ton and over)

Gardener (trade or TAFE Certificate III or above)

**Food services**

Senior cook (trade)

**B.1.5 Aged care employee—general—level 5**

An employee at this level:

- is capable of functioning semi-autonomously, and prioritising their own work within established policies, guidelines and procedures;
- is responsible for work performed with a substantial level of accountability;
- works either individually or in a team;
- may assist with supervision of others;
- requires a comprehensive knowledge of medical terminology and/or a working knowledge of health insurance schemes (admin/clerical);
- may require basic computer knowledge or be required to use a computer on a regular basis;
- possesses administrative skills and problem solving abilities;
- possesses well developed communication, interpersonal and/or arithmetic skills; and
- requires substantial on-the-job training, may require formal qualifications at trade or certificate level and/or relevant skills training or experience.

Indicative tasks performed at this level are:

**General and administrative services**

Secretary interpreter (unqualified)

**Food services**

Chef

**B.1.6 Aged care employee—general—level 6**

An employee at this level:

- is capable of functioning with a high level of autonomy, and prioritising their work within established policies, guidelines and procedures;
- is responsible for work performed with a substantial level of accountability and responsibility;

- works either individually or in a team;
- may require comprehensive computer knowledge or be required to use a computer on a regular basis;
- possesses administrative skills and problem solving abilities;
- possesses well developed communication, interpersonal and/or arithmetic skills; and
- may require formal qualifications at post-trade or Advanced Certificate or Associate Diploma level and/or relevant skills training or experience.

Indicative tasks performed at this level are:

<b>General and administrative services</b>	<b>Food services</b>
Maintenance tradesperson (advanced)	Senior chef
Gardener (advanced)	

### **B.1.7 Aged care employee—general—level 7**

An employee at this level:

- is capable of functioning autonomously, and prioritising their work and the work of others within established policies, guidelines and procedures;
- is responsible for work performed with a substantial level of accountability and responsibility;
- may supervise the work of others, including work allocation, rostering and guidance;
- works either individually or in a team;
- may require comprehensive computer knowledge or be required to use a computer on a regular basis;
- possesses developed administrative skills and problem solving abilities;
- possesses well developed communication, interpersonal and/or arithmetic skills; and
- may require formal qualifications at trade or Advanced Certificate or Associate Diploma level and/or relevant skills training or experience.

Indicative tasks performed at this level are:

<b>General and administrative services</b>	<b>Food services</b>
Clerical supervisor	Chef /Food services supervisor
Interpreter (qualified)	
Gardener superintendent	
General services supervisor	

## **B.2 Aged care employee—direct care**

### **B.2.1 Aged care employee—direct care—level 1—Introductory**

An employee whose primary role is to provide direct care to residents and who has less than 3 months' industry experience as a direct care or home care employee.

**B.2.2 Aged care employee—direct care—level 2—Direct Carer**

An employee whose primary role is to provide direct care to residents and who has more than 3 months' industry experience as a direct care or home care employee.

**B.2.3 Aged care employee—direct care—level 3—Qualified**

An employee whose primary role is to provide direct care to residents and who has possessed ~~obtained~~ a Certificate III in Individual Support (Ageing) or equivalent, or possesses equivalent knowledge and skills:

**B.2.4 Aged care employee—direct care—level 4—Senior**

An employee whose primary role is to provide direct care to residents and who ~~has obtained a~~ possesses Certificate III in Individual Support or equivalent, or possesses equivalent knowledge and skills and:

- (a) ~~and possesses has obtained~~ 3 4 years' post-qualification industry experience as a direct care or home care employee; and/or
- (b) -is regularly required to administer or assist in administering medications to residents under the supervision of a registered nurse; and/or
- (c) is regularly required to mentor new employees as part of an induction program.~~after XX MONTH 2024 [day the changes take effect].~~

**B.2.5 Aged care employee—direct care—level 5—Specialist**

An employee whose primary role is to provide direct care to residents and who has:

- (a) possesses ~~obtained a~~ Certificate IV in Ageing Support or equivalent or possess equivalent knowledge and skills; and/or
- (b) performs the majority of their work in a specialised unit such as a dementia ward, or palliative care, or delivers a specialised model of care.~~as a requirement for the performance of their duties by the employer.~~

**B.2.6 Aged care employee—direct care—level 6—Team Leader**

A direct care employee who possesses ~~has obtained a~~ Certificate IV in Ageing Support or equivalent. Or who possesses equivalent knowledge and skills ~~as a requirement for the performance of their duties by the employer~~ and is required to supervise and train other direct care employees.

**B.2.1 Aged care employee—direct care—level 1**

An employee who has less than three months' work experience in the industry and performs basic duties:

An employee at this level:

- works within established routines, methods and procedures;
- has minimal responsibility, accountability or discretion;
- works under direct or routine supervision, either individually or in a team; and
- requires no previous experience or training.

~~Indicative tasks performed at this level are:~~

### ~~**B.2.2—Aged care employee—direct care—level 2**~~

~~An employee at this level:~~

- ~~• is capable of prioritising work within established routines, methods and procedures;~~
- ~~• is responsible for work performed with a limited level of accountability or discretion;~~
- ~~• works under limited supervision, either individually or in a team;~~

- possesses sound communication skills; and
- requires specific on-the-job training and/or relevant skills training or experience.

Indicative tasks performed at this level are:

**Personal care**

Personal care worker grade 1

**B.2.3 Aged care employee direct care level 3**

An employee at this level:

- is capable of prioritising work within established routines, methods and procedures;
- is responsible for work performed with a medium level of accountability or discretion;
- works under limited supervision, either individually or in a team;
- possesses sound communication and/or arithmetic skills; and
- requires specific on-the-job training and/or relevant skills training or experience.

Indicative tasks performed at this level are:

**Personal care**

Personal care worker grade 2

Recreational/Lifestyle activities officer (unqualified)

**B.2.4 Aged care employee direct care level 4**

An employee at this level:

- is capable of prioritising work within established policies, guidelines and procedures;
- is responsible for work performed with a medium level of accountability or discretion;
- works under limited supervision, either individually or in a team;
- possesses good communication, interpersonal and/or arithmetic skills;
- requires specific on-the-job training, may require formal qualifications and/or relevant skills training or experience; and
- in the case of a personal care worker, holds a relevant Certificate 3 qualification (or possesses equivalent knowledge and skills) and uses the skills and knowledge gained from that qualification in the performance of their work.

Indicative tasks performed at this level are:

**Personal care**

Personal care worker grade 3

**B.2.5 Aged care employee direct care level 5**

An employee at this level:

- ~~is capable of functioning semi-autonomously, and prioritising their own work within established policies, guidelines and procedures;~~
- ~~is responsible for work performed with a substantial level of accountability;~~
- ~~works either individually or in a team;~~
- ~~may assist with supervision of others;~~
- ~~may require basic computer knowledge or be required to use a computer on a regular basis;~~
- ~~possesses administrative skills and problem solving abilities;~~
- ~~possesses well developed communication, interpersonal and/or arithmetic skills; and~~
- ~~requires substantial on-the-job training, may require formal qualifications at trade or certificate level and/or relevant skills training or experience.~~

Indicative tasks performed at this level are:

**Personal care**

~~Personal care worker grade 4~~

**B.2.6—Aged care employee—direct care—level 6**

An employee at this level:

~~is capable of functioning with a high level of autonomy, and prioritising their work within established policies, guidelines and procedures;~~

~~is responsible for work performed with a substantial level of accountability and responsibility;~~

~~works either individually or in a team;~~

~~may require comprehensive computer knowledge or be required to use a computer on a regular basis;~~

~~possesses administrative skills and problem solving abilities;~~

~~possesses well developed communication, interpersonal and/or arithmetic skills; and~~

~~may require formal qualifications at post-trade or Advanced Certificate or Associate Diploma level and/or relevant skills training or experience.~~

Indicative tasks performed at this level are:

**Personal care**

~~No indicative task~~

**B.2.7—Aged care employee—direct care—level 7**

An employee at this level:

- ~~is capable of functioning autonomously, and prioritising their work and the work of others within established policies, guidelines and procedures;~~

- ~~is responsible for work performed with a substantial level of accountability and responsibility;~~
- ~~may supervise the work of others, including work allocation, rostering and guidance;~~
- ~~works either individually or in a team;~~
- ~~may require comprehensive computer knowledge or be required to use a computer on a regular basis;~~
- ~~possesses developed administrative skills and problem solving abilities;-~~
- ~~possesses well developed communication, interpersonal and/or arithmetic skills; and~~
- ~~may require formal qualifications at trade or Advanced Certificate or Associate Diploma level and/or relevant skills training or experience.~~

~~Indicative tasks performed at this level are:~~

~~**Personal care**~~

~~Personal care worker grade 5~~

DRAFT

## Schedule C—Supported Wage System

[Sched B renumbered as Sched C by [PR988396](#) ppc 01Jan10]

[Varied by [PR994419](#), [PR998748](#), [PR510670](#), [PR525068](#), [PR537893](#), [PR542138](#), [PR551831](#), [PR568050](#), [PR581528](#), [PR592689](#), [PR606630](#), [PR709080](#), [PR719661](#), [PR729672](#), [PR742256](#), [PR762969](#)]

**C.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.

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

**C.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*, 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** 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](http://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

### **C.3 Eligibility criteria**

**C.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.

**C.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.

## C.4 Supported wage rates

C.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 <del>C.5C.5</del> )	Relevant minimum wage
%	%
10	10
20	20
30	30
40	40
50	50
60	60
70	70
80	80
90	90

[C.4.2 varied by [PR994419](#), [PR998748](#), [PR510670](#), [PR525068](#), [PR537893](#), [PR551831](#), [PR568050](#), [PR581528](#), [PR592689](#), [PR606630](#), [PR709080](#), [PR719661](#), [PR729672](#), [PR742256](#), [PR762969](#) ppc 01Jul23]

C.4.2 Provided that the minimum amount payable must be not less than \$102 per week.

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

## C.5 Assessment of capacity

C.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.

C.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.

## C.6 Lodgement of SWS wage assessment agreement

[C.6.1 varied by [PR994419](#), [PR542138](#) ppc 04Dec13]

C.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.

[C.6.2 varied by [PR994419](#), [PR542138](#) ppc 04Dec13]

C.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.

## **C.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.

## **C.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.

## **C.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.

## **C.10 Trial period**

**C.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.

**C.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.

[C.10.3 varied by [PR994419](#), [PR998748](#), [PR510670](#), [PR525068](#), [PR537893](#), [PR551831](#), [PR568050](#), [PR581528](#), [PR592689](#), [PR606630](#), [PR709080](#), [PR719661](#), [PR729672](#), [PR742256](#), [PR762969](#) ppc 01Jul23]

**C.10.3** The minimum amount payable to the employee during the trial period must be no less than \$102 per week.

**C.10.4** Work trials should include induction or training as appropriate to the job being trialled.

**C.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 C.5.

## Schedule D—National Training Wage

[Schedule D inserted by [PR994419](#) ppc 1Jan10; varied by [PR997899](#), [PR509049](#), [PR522880](#), [PR536683](#), [PR545787](#), [PR551606](#), [PR566686](#), [PR579779](#); deleted by [PR593814](#) ppc 01Jul17]

[Schedule E—Part-day Public Holidays deleted by [PR747559](#) ppc 14Nov22]

DRAFT

## Schedule E—School-based Apprentices

[Schedule F—School based Apprentices inserted by [PR544794](#) ppc 01Jan14; renumbered as Schedule E by [PR747559](#) ppc 14Nov22]

- E.1** This schedule applies to school-based apprentices. A school-based apprentice is a person who is undertaking an apprenticeship in accordance with this schedule while also undertaking a course of secondary education.
- E.2** A school-based apprenticeship may be undertaken in the trades covered by this award under a training agreement or contract of training for an apprentice declared or recognised by the relevant State or Territory authority.
- E.3** The relevant minimum wages for full-time junior and adult apprentices provided for in this award, calculated hourly, will apply to school-based apprentices for total hours worked including time deemed to be spent in off-the-job training.
- E.4** For the purposes of clause E.3, where an apprentice is a full-time school student, the time spent in off-the-job training for which the apprentice must be paid is 25% of the actual hours worked each week on-the-job. The wages paid for training time may be averaged over the semester or year.
- E.5** A school-based apprentice must be allowed, over the duration of the apprenticeship, the same amount of time to attend off-the-job training as an equivalent full-time apprentice.
- E.6** For the purposes of this schedule, off-the-job training is structured training delivered by a Registered Training Organisation separate from normal work duties or general supervised practice undertaken on the job.
- E.7** The duration of the apprenticeship must be as specified in the training agreement or contract for each apprentice but must not exceed six years.
- E.8** School-based apprentices progress through the relevant wage scale at the rate of 12 months progression for each two years of employment as an apprentice or at the rate of competency-based progression, if provided for in this award.
- E.9** The apprentice wage scales are based on a standard full-time apprenticeship of four years (unless the apprenticeship is of three years duration) or stages of competency based progression, if provided for in this award. The rate of progression reflects the average rate of skill acquisition expected from the typical combination of work and training for a school-based apprentice undertaking the applicable apprenticeship.
- E.10** If an apprentice converts from school-based to full-time, the successful completion of competencies (if provided for in this award) and all time spent as a full-time apprentice will count for the purposes of progression through the relevant wage scale in addition to the progression achieved as a school-based apprentice.
- E.11** School-based apprentices are entitled pro rata to all of the other conditions in this award.

## Schedule F—Agreement to Take Annual Leave in Advance

[Schedule G—Agreement to Take Annual Leave in Advance inserted by [PR582952](#) ppc 29Jul16; renumbered as Schedule F by [PR747559](#) ppc 14Nov22]

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 G—Agreement to Cash Out Annual Leave

[Schedule H—Agreement to Cash Out Annual Leave inserted by [PR582952](#) ppc 29Jul16; renumbered as Schedule H by [PR747559](#) ppc 14Nov22]

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\_\_\_

## Schedule H—Agreement for Time Off Instead of Payment for Overtime

[Schedule I—Agreement for Time Off Instead of Payment for Overtime inserted by [PR584066](#) ppc 22Aug16; renumbered as Schedule H by [PR747559](#) ppc 14Nov22]

Link to PDF copy of [Agreement for Time Off Instead of Payment for Overtime](#).

Name of employee: \_\_\_\_\_

Name of employer: \_\_\_\_\_

**The employer and employee agree that the employee may take time off instead of being paid for the following amount of overtime that has been worked by the employee:**

Date and time overtime started: \_\_\_/\_\_\_/20\_\_\_ am/pm Date

and time overtime ended: \_\_\_/\_\_\_/20\_\_\_ am/pm

Amount of overtime worked: \_\_\_ hours and \_\_\_ minutes

**The employer and employee further agree that, if requested by the employee at any time, the employer must pay the employee for overtime covered by this agreement but not taken as time off. Payment must be made at the overtime rate applying to the overtime when worked and must be made in the next pay period following the request.**

Signature of employee: \_\_\_\_\_

Date signed: \_\_\_/\_\_\_/20\_\_\_

Name of employer representative: \_\_\_\_\_

Signature of employer representative: \_\_\_\_\_

Date signed: \_\_\_/\_\_\_/20\_\_\_

[Schedule X—Additional Measures During the COVID-19 Pandemic inserted by [PR718141](#) ppc 08Apr20; varied by [PR720633](#); corrected by [PR720662](#); varied by [PR721438](#), [PR724065](#), [PR728136](#), [PR736911](#), [PR743810](#), deleted by [PR748510](#) ppc 01Jan23]

[Schedule Y—Industry Specific Measures During the COVID-19 Pandemic deleted by [PR728137](#) ppc 26Mar21]

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DRAFT

## **Schedule I—Classification Translation Arrangements**

Schedule I specifies the classification and minimum rates of pay that apply to employees in the Aged care employee—direct care stream classified under the previous classification structure and employees covered by the *Nurses Award 2020* on XX MONTH 20XX [day before changes take effect] who became covered by this award as a result of PRXXXXXX.

### **I.1 Translation arrangements for the Aged Care Award 2010**

An employee who was classified as an Aged care employee—direct care under the *Aged Care Award 2010* on or before XX MONTH 20XX [day before changes take effect] is classified as follows:

<b><u>Previous classification</u></b>	<b><u>Translated classification</u></b>
Aged care employee—direct care—level 1	Aged care employee—direct care—level 1
Aged care employee—direct care—level 2	<u>Aged care employee—direct care—level 2</u>
Aged care employee—direct care—level 3	
Aged care employee—direct care—level 4	Aged care employee—direct care—level 3*
<u>Aged care employee—direct care—level 5 (without relevant Certificate IV qualification)</u>	<u>Aged care employee—direct care—level 4</u>
<u>Aged care employee—direct care—level 5 (with relevant Certificate IV qualification)</u>	<u>Aged care employee—direct care—level 5</u>
Aged care employee—direct care—level 6	
Aged care employee—direct care—level 7	Aged care employee—direct care—level 6

\*NOTE: The requirement for 4 years' post-qualification industry experience at Aged care employee—direct care—level 4 refers only to industry experience acquired after the XX MONTH 20XX [day the changes take effect].

### **I.2 Translation arrangements for the Nurses Award 2020**

An employee who was covered by the *Nurses Award 2020* on XX MONTH 20XX [day before changes take effect] and who became covered by this award as a result of PRXXXXXX is classified as follows:

<b><u>Previous classification</u></b>	<b><u>Translated classification</u></b>
<u>First year if less than 3 months' work experience in the industry</u>	<u>Aged care employee—direct care—level 1</u>
<u>First year if 3 months' or more work experience in the industry</u>	<u>Aged care employee—direct care—level 2</u>
<u>Second year</u>	
<u>Third year</u>	

<u>Previous classification</u>	<u>Translated classification</u>
<u>Experienced (the holder of a relevant Certificate III qualification)</u>	<u>Aged care employee—direct care—level 3</u>

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# DRAFT DETERMINATION

*Fair Work Act 2009*

s.158—Application to vary or revoke a modern award

**Health Services Union—Work value case—Aged care industry**  
(AM2021/65)

**SOCIAL, COMMUNITY, HOME CARE AND DISABILITY SERVICES  
INDUSTRY AWARD 2010**  
[MA000100]

Social, community, home care and disability services

JUSTICE HATCHER, PRESIDENT  
VICE PRESIDENT ASBURY

SYDNEY, XX MONTH 2024

DEPUTY PRESIDENT O'NEILL  
PROFESSOR BAIRD  
DR RISSE

*Applications to vary modern awards – work value – aged care industry – Social, Community, Home Care and Disability Services Industry Award 2010 – stage 3.*

A. Further to the Expert Panel decision issued by the Fair Work Commission on XX MONTH 20XX [[2024] FWCFB XXX], the above award is varied as follows:

1. By inserting the following definition into clause 3.1:  
**aged care employee – direct care** – has the same meaning as that term as it appears in the Aged Care Award 2010.
2. By deleting the words “Schedule E” appearing in clause 4.1 and inserting “Schedule F”.
3. By deleting the words “Schedule E” appearing in clause 13.1 and inserting “Schedule F”.
4. By deleting clause 17.2 and inserting the following:  
**17.2 Home care employees—aged care**

The following minimum wages apply to home care employees providing services to an aged person.

<b>Classification</b>	<b>Per week</b>
	<b>\$</b>
Home care employee level 1—aged care	1101.50
Home care employee level 2—aged care	1162.70
Home care employee level 3—aged care	1223.90
Home care employee level 4—aged care	1272.90
Home care employee level 5—aged care	1321.80
Home care employee level 6—aged care	1370.80

NOTE: See Schedule G—Classification Translation Arrangements for the minimum rate of pay applicable to Home care employees who provide services to an aged person who were covered by this award on or before XX MONTH 20XX [day before changes take effect].

54. By renaming “Schedule E—Classification Definitions—Home Care Employees” to “Schedule E—Classification Definitions—Home Care Employees—Disability Care”.

5. By renaming clause E.1 as “Home care employee level 1—disability care”.

6. By renaming clause E.2 as “Home care employee level 2—disability care”.

7. By renaming clause E.3 as “Home care employee level 3—disability care”.

8. By renaming clause E.4 as “Home care employee level 4—disability care”.

9. By renaming clause E.5 as “Home care employee level 5—disability care”.

10. By renumbering Schedules F to I as Schedules H to K.

11. By inserting a new Schedule F as follows:

### **Schedule F—Classification Definitions—Home Care Employees—Aged Care**

#### **F.1 Home care employee level 1—aged care—Introductory**

An employee whose primary role is to provide direct-home care to aged care clients and who has-possesses less than 3 months’ industry-experience, either as a direct-home care employee, or as an aged care employee – direct care.

#### **F.2 Home care employee level 2—aged care—Home Carer**

An employee whose primary role is to provide direct-home care to aged care clients and who possesses has-more than 3 months’ industry-experience, either as a direct-home care employee or as an aged care employee – direct care.

#### **F.3 Home care employee level 3—aged care—Qualified**

An employee whose primary role is to provide direct-home care to aged care clients and who possesses has-obtained-a Certificate III in Individual Support (Ageing)-or equivalent, or who possesses equivalent knowledge and skills.

**F.4 Home care employee level 4—aged care—Senior**

An employee whose primary role is to provide ~~direct home~~ care to aged care clients and who ~~possesses has obtained~~ a Certificate III in Individual Support or equivalent, ~~or who possesses equivalent knowledge and skills,~~ –and has obtained 34 years post-qualification ~~industry~~ experience, ~~either~~ as a ~~direct home~~ care employee ~~or as an aged care employee – direct care after XX MONTH 2024 [day the changes take effect].~~

**F.5 Home care employee level 5—aged care—Specialist**

An employee whose primary role is to provide ~~direct home~~ care to aged care clients and who ~~possesses has obtained~~ a Certificate IV in Ageing Support or equivalent, ~~or who possesses equivalent knowledge and skills as a requirement for the performance of their duties by the employer, or whose role requires the employee to roster employees, undertake administration or planning, and/or oversee service provision.~~

**F.6 Home care employee level 6—aged care—Team Leader**

A ~~direct home~~ care employee who ~~possesses has obtained~~ a Certificate IV in Ageing Support or equivalent ~~or possesses equivalent knowledge and skills as a requirement for the performance of their duties by the employer~~ and is ~~required~~ to supervise and train other home care employees—~~aged care~~ ~~or whose role requires the employee to be responsible for resource and/or care co-ordination.~~

12. By inserting a new Schedule G as follows:

**Schedule G—Classification Translation Arrangements**

**G.1** The classification structure previously applicable to Home care employees who provide services to an aged person is translated to the classification structure at Schedule F as follows:

<b>Previous classification</b>	<b>Translated classification</b>
<b>Home care employee level 1—aged care</b>	
With less than 3 months’ experience	Home care employee level 1—aged care
With 3 months’ experience or more	Home care employee level 2—aged care
<b>Home care employee level 2—aged care</b>	
Pay point 1	Home care employee level 2—aged care
Pay point 2	Home care employee level 2—aged care
<b>Home care employee level 3—aged care</b>	
Pay point 1	Home care employee level 3—aged care
Pay point 2	Home care employee level 3—aged care
<b>Home care employee level 4—aged care</b>	
Without a relevant Certificate IV qualification, Pay point 1	Home care employee level 4—aged care
Without a relevant Certificate IV qualification, Pay point 2	Home care employee level 4—aged care

Previous classification	Translated classification
With a relevant Certificate IV qualification, Pay point 1	Home care employee level 5—aged care
With a relevant Certificate IV qualification, Pay point 2	Home care employee level 5—aged care
<u>In a role requiring the employee to roster employees, undertake administration or planning, and/or oversee service provision.</u>	<u>Home care employee level 5—aged care</u>
<b>Home care employee level 5—aged care</b>	
Pay point 1	Home care employee level 6—aged care
Pay point 2	Home care employee level 6—aged care

**G.2 Retained minimum rates of pay for certain classifications**

**G.2.1** Clause G.2 only applies to an employee classified under this award on or before **XX MONTH 20XX [day before changes take effect]** at Home care employee level 4—aged care, Pay point 2 or Home care employee level 5—aged care, Pay point 2.

**G.2.2** The minimum rate of pay applicable to an employee subject to this clause is the higher of:

- (a) the minimum rate of pay that applies to the employee’s translated classification at clause G.1; and
- (b) the minimum rate of pay previously applicable to the employee under the award as at **XX MONTH 20XX [day before changes take effect]**, as follows:

Previous classification	Per week
	\$
<b>Home care employee level 4—aged care</b>	
Pay point 2	1273.30
<b>Home care employee level 5—aged care</b>	
Pay point 2	1391.20

13. By updating the table of contents and cross-references accordingly.

B. This determination comes into operation on XX MONTH 20XX. In accordance with s 166(5) of the *Fair Work Act 2009* this determination does not take effect in relation to a particular employee until the start of the employee’s first full pay period that starts on or after XX MONTH 20XX.

PRESIDENT

# Social, Community, Home Care and Disability Services Industry Award 2010 – AM2020/99 and ors – Stage 3 markup

This Fair Work Commission consolidated modern award incorporates all amendments up to and including 11 September 2023 ([PR765711](#)).

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

34—Public holidays

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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[PR610266](#), [PR701503](#), [PR718141](#), [PR713525](#), [PR740268](#), [PR737905](#), [PR747423](#), [PR748510](#), [PR750543](#),  
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Social, Community, Home Care and Disability Services Industry Award 2010

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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](#), [PR733862](#)]

3.1 In this award, unless the contrary intention appears:

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

**aged care employee – direct care** – has the same meaning as that term as it appears in the [Aged Care Award 2010](#).

**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)

[Definition of **casual employee** inserted by [PR733862](#) from 27Sep21]

**casual employee** has the meaning given by section 15A of the [Act](#).

**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](#)

[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~~ Schedule F 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. Individual flexibility arrangements**

[Varied by [PR542220](#); 7—Award flexibility renamed and substituted by [PR610266](#) ppc 01Nov18]

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

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

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

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

- 7.4** An employer who wishes to initiate the making of an agreement must:

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

- 7.5 An agreement must result in the employee being better off overall at the time the agreement is made than if the agreement had not been made.
- 7.6 An agreement must do all of the following:
- (a) state the names of the employer and the employee; and
  - (b) identify the award term, or award terms, the application of which is to be varied; and
  - (c) set out how the application of the award term, or each award term, is varied; and
  - (d) set out how the agreement results in the employee being better off overall at the time the agreement is made than if the agreement had not been made; and
  - (e) state the date the agreement is to start.
- 7.7 An agreement must be:
- (a) in writing; and
  - (b) signed by the employer and the employee and, if the employee is under 18 years of age, by the employee's parent or guardian.
- 7.8 Except as provided in clause 7.7(b), an agreement must not require the approval or consent of a person other than the employer and the employee.
- 7.9 The employer must keep the agreement as a time and wages record and give a copy to the employee.
- 7.10 The employer and the employee must genuinely agree, without duress or coercion to any variation of an award provided for by an agreement.
- 7.11 An agreement may be terminated:
- (a) at any time, by written agreement between the employer and the employee; or
  - (b) by the employer or employee giving 13 weeks' written notice to the other party (reduced to 4 weeks if the agreement was entered into before the first full pay period starting on or after 4 December 2013).
- Note: If an employer and employee agree to an arrangement that purports to be an individual flexibility arrangement under this award term and the arrangement does not meet a requirement set out in s.144 then the employee or the employer may terminate the arrangement by giving written notice of not more than 28 days (see s.145 of the [Act](#)).
- 7.12 An agreement terminated as mentioned in clause 7.11(b) ceases to have effect at the end of the period of notice required under that clause.
- 7.13 The right to make an agreement under clause 7 is additional to, and does not affect, any other term of this award that provides for an agreement between an employer and an individual employee.



## Part 2—Consultation and Dispute Resolution

### 8. Consultation about major workplace change

[8—Consultation regarding major workplace change renamed and substituted by [PR546288](#), 8—Consultation renamed and substituted by [PR610266](#) ppc 01Nov18]

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

- (a) give notice of the changes to all employees who may be affected by them and their representatives (if any); and
- (b) discuss with affected employees and their representatives (if any):
  - (i) the introduction of the changes; and
  - (ii) their likely effect on employees; and
  - (iii) measures to avoid or reduce the adverse effects of the changes on employees; and
- (c) commence discussions as soon as practicable after a definite decision has been made.

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

- (a) their nature; and
- (b) their expected effect on employees; and
- (c) any other matters likely to affect employees.

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

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

**8.5** In clause 8:

**significant effects**, on employees, includes any of the following:

- (a) termination of employment; or
- (b) major changes in the composition, operation or size of the employer's workforce or in the skills required; or
- (c) loss of, or reduction in, job or promotion opportunities; or
- (d) loss of, or reduction in, job tenure; or
- (e) alteration of hours of work; or

- (f) the need for employees to be retrained or transferred to other work or locations;  
or
- (g) job restructuring.

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

## **8A. Consultation about changes to rosters or hours of work**

[8A inserted by [PR610266](#) ppc 01Nov18]

- 8A.1** Clause 8A applies if an employer proposes to change the regular roster or ordinary hours of work of an employee, other than an employee whose working hours are irregular, sporadic or unpredictable.
- 8A.2** The employer must consult with any employees affected by the proposed change and their representatives (if any).
- 8A.3** For the purpose of the consultation, the employer must:
  - (a) provide to the employees and representatives mentioned in clause 8A.2 information about the proposed change (for example, information about the nature of the change and when it is to begin); and
  - (b) invite the employees to give their views about the impact of the proposed change on them (including any impact on their family or caring responsibilities) and also invite their representative (if any) to give their views about that impact.
- 8A.4** The employer must consider any views given under clause 8A.3(b).
- 8A.5** Clause 8A is to be read in conjunction with any other provisions of this award concerning the scheduling of work or the giving of notice.

## **9. Dispute resolution**

[Varied by [PR542220](#); substituted by [PR610266](#) ppc 01Nov18; varied by [PR763307](#)]

- 9.1** Clause 9 sets out the procedures to be followed if a dispute arises about a matter under this award or in relation to the [NES](#).
- 9.2** The parties to the dispute must first try to resolve the dispute at the workplace through discussion between the employee or employees concerned and the relevant supervisor.
- 9.3** If the dispute is not resolved through discussion as mentioned in clause 9.2, the parties to the dispute must then try to resolve it in a timely manner at the workplace through discussion between the employee or employees concerned and more senior levels of management, as appropriate.
- 9.4** If the dispute is unable to be resolved at the workplace and all appropriate steps have been taken under clauses 9.2 and 9.3, a party to the dispute may refer it to the Fair Work Commission.

- 9.5 The parties may agree on the process to be followed by the Fair Work Commission in dealing with the dispute, including mediation, conciliation and consent arbitration.
- 9.6 If the dispute remains unresolved, the Fair Work Commission may use any method of dispute resolution that it is permitted by the [Act](#) to use and that it considers appropriate for resolving the dispute.
- 9.7 A party to the dispute may appoint a person, organisation or association to support and/or represent them in any discussion or process under clause 9.
- 9.8 While procedures are being followed under clause 9 in relation to a dispute:
- (a) work must continue in accordance with this award and the [Act](#); and
  - (b) an employee must not unreasonably fail to comply with any direction given by the employer about performing work, whether at the same or another workplace, that is safe and appropriate for the employee to perform.
- 9.9 Clause 9.8 is subject to any applicable work health and safety legislation.

[Note 1 inserted by [PR763307](#) ppc 01Aug23]

NOTE 1: In addition to clause 9, a dispute resolution procedure for disputes regarding the [NES entitlement](#) to request flexible working arrangements is contained in section 65B of the [Act](#).

[Note 2 inserted by [PR763307](#) ppc 01Aug23]

NOTE 2: In addition to clause 9, a dispute resolution procedure for disputes regarding the [NES entitlement](#) to request an extension to unpaid parental leave is contained in section 76B of the [Act](#).

## Part 3—Types of Employment and Termination of Employment

### 10. Types of employment

[Varied by [PR995399](#), [PR539625](#), [PR598488](#), [PR700613](#), [PR733862](#), [PR737905](#), [PR750543](#)]

#### 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; or
  - (iii) 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

[10.3 substituted by [PR737905](#) ppc 01Jul22]

- (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.
- (c) Before commencing employment, the employer and employee will agree in writing on:
  - (i) a regular pattern of work including the number of ordinary hours to be worked each week (**the guaranteed hours**), and
  - (ii) the days of the week the employee will work and the starting and finishing times each day.
- (d) The agreed regular pattern of work does not necessarily have to provide for the same guaranteed hours each week.
- (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.
- (f) An employer must not require a part-time employee to work additional hours in excess of their guaranteed hours. However, an employee may agree to work hours that are additional to their guaranteed hours.
- (g) **Review of guaranteed hours**
  - (i) Where a part-time employee has regularly worked more than their guaranteed hours for at least 12 months, the employee may request in writing that the employer vary the agreement made under clause 10.3(c), or as subsequently varied under clause 10.3(e), to increase their guaranteed hours.
  - (ii) The employer must respond in writing to the employee's request within 21 days.
    - (iii) The employer may refuse the request only on reasonable business grounds.
  - (iv) Before refusing a request made under clause 10.3(g)(i), the employer must discuss the request with the employee and genuinely try to reach agreement on an increase to the employee's guaranteed hours that will give the employee more predictable hours of work and reasonably accommodate the employee's circumstances.

- (v) If the employer and employee agree to vary the agreement made under clause 10.3(c), the employer's written response must record the agreed variation.
- (vi) If the employer and employee do not reach agreement, the employer's written response must set out the grounds on which the employer has refused the employee's request.
- (vii) Clause 10.3(g) is intended to operate in conjunction with clause 10.3(e) and does not prevent an employee and employer from agreeing to vary the agreement made under clause 10.3(c) in other circumstances.
- (viii) An employee cannot make a request for a review of their guaranteed hours when:
  - (A) The employee has refused a previous offer to increase their guaranteed hours in the last 6 months; or
  - (B) The employer refused a request from the employee to increase their guaranteed hours based on reasonable business grounds in the last 6 months.

#### **10.4 Casual employment**

[10.4(a) deleted by [PR733862](#) from 27Sep21]

[10.4(b) renumbered as 10.4(a) by [PR733862](#) from 27Sep21; 10.4(a) renumbered as 10.4 by [PR737905](#) ppc 01Jul22; varied by [PR750543](#) ppc 15Mar23]

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.

[Note inserted by [PR750543](#) ppc 15Mar23]

NOTE: The casual loading is payable instead of entitlements from which casuals are excluded by the terms of this award and the [NES](#). See Part 2-2 of the [Act](#).

[10.4(b) deleted by [PR737905](#) ppc 01Jul22]

#### **10.5 Minimum payments for part-time and casual employees**

[New 10.5 inserted by [PR737905](#) ppc 01Jul22]

Part-time and casual employees will be paid for the following minimum number of hours, at the appropriate rate, for each shift or period of work in a broken shift:

- (a) social and community services employees (except when undertaking disability services work)—3 hours;
- (b) all other employees—2 hours.

#### **10.5A Transitional arrangements applying to minimum payments for part-time employees**

[10.5A inserted by [PR737905](#) ppc 01Feb22]

Clause 10.5A operates from 1 February 2022 until 1 October 2022.

NOTE: From 1 July 2022, this award will include a requirement for part-time employees to be paid for the following minimum number of hours, at the appropriate rate, for each shift or period of work in a broken shift: social and community services employees (except when undertaking disability services work)—3 hours; all other employees—2 hours (the **minimum payment requirements**). This clause provides transitional arrangements for the minimum payment requirements.

- (a) Clause 10.5A applies in relation to agreements made under clause 10.3(c) before 1 February 2022, where the employee's agreed regular pattern of work includes shifts or periods of work in broken shifts of less than:
  - (i) 3 hours for social and community services employees (except when undertaking disability services work);
  - (ii) 2 hours for all other employees.
- (b) The employer must discuss the relevant minimum payment requirements with the employee and genuinely try to reach agreement on a variation to the agreement made under clause 10.3(c) that will make each of the employee's shifts or periods of work in broken shifts consistent with the hours specified in clause 10.5A(a)(i) or (ii) and will reasonably accommodate the employee's circumstances.
- (c) Notwithstanding any prior agreement between the employer and the employee and despite clause 10.3(e), if the employer has genuinely tried to reach an agreement with the employee under clause 10.5A(b) but an agreement is not reached (including because the employee refuses to confer), the employer may vary the agreement made under clause 10.3(c) to provide for shifts or periods of work in broken shifts that are consistent with the hours specified in clause 10.5A(a)(i) or (ii), by providing 42 days' notice to the employee in writing.
- (d) A variation by the employer under clause 10.5A(c) varies the agreement between the employer and employee made under clause 10.3(c).
- (e) A variation made under clause 10.5A(c) must not come into operation before 1 July 2022.
- (f) Clause 10.5A(c) is intended to operate in conjunction with clause 10.3(e) and does not prevent an employee and employer from agreeing to vary the agreement made under clause 10.3(c) in other circumstances.

## 10.6 Offers and requests for casual conversion

[10.5 inserted by [PR700613](#); renamed and substituted by [PR733862](#) ppc 27Sep21; 10.5 renumbered as 10.6 by [PR737905](#) ppc 01Jul22]

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

NOTE: Disputes about offers and requests for casual conversion under the [NES](#) are to be dealt with under clause 9—Dispute resolution.

## 11. Termination of employment

[12 substituted by [PR610266](#) ppc 01Nov18]

Note: The [NES](#) sets out requirements for notice of termination by an employer. See ss.117 and 123 of the [Act](#).

### 11.1 Notice of termination by an employee

- (a) This clause applies to all employees except those identified in ss.123(1) and 123(3) of the [Act](#).
- (b) An employee must give the employer notice of termination in accordance with **Table 1—Period of notice** of at least the period specified in column 2 according to the period of continuous service of the employee specified in column 1.

**Table 1—Period of notice**

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

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

- (c) In paragraph (b) **continuous service** has the same meaning as in s.117 of the [Act](#).
- (d) If an employee who is at least 18 years old does not give the period of notice required under paragraph (b), then the employer may deduct from wages due to the employee under this award an amount that is no more than one week's wages for the employee.
- (e) If the employer has agreed to a shorter period of notice than that required under paragraph (b), then no deduction can be made under paragraph (d).
- (f) Any deduction made under paragraph (d) must not be unreasonable in the circumstances.

### 11.2 Job search entitlement

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

- 11.3 The time off under clause 11.2 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](#); substituted by [PR701683](#) ppc 03May19]

NOTE: Redundancy pay is provided for in the [NES](#). See sections 119–123 of the [Act](#).

### 12.1 Transfer to lower paid duties on redundancy

- (a) Clause 12.1 applies if, because of redundancy, an employee is transferred to new duties to which a lower ordinary rate of pay applies.
- (b) The employer may:
  - (i) give the employee notice of the transfer of at least the same length as the employee would be entitled to under section 117 of the [Act](#) as if it were a notice of termination given by the employer; or
  - (ii) transfer the employee to the new duties without giving notice of transfer or before the expiry of a notice of transfer, provided that the employer pays the employee as set out in paragraph (c).
- (c) If the employer acts as mentioned in paragraph (b)(ii), the employee is entitled to a payment of an amount equal to the difference between the ordinary rate of pay of the employee (inclusive of all-purpose allowances, shift rates and penalty rates applicable to ordinary hours) for the hours of work the employee would have worked in the first role, and the ordinary rate of pay (also inclusive of all-purpose allowances, shift rates and penalty rates applicable to ordinary hours) of the employee in the second role for the period for which notice was not given.

### 12.2 Employee leaving during redundancy notice period

- (a) An employee given notice of termination in circumstances of redundancy may terminate their employment during the minimum period of notice prescribed by section 117(3) of the [Act](#).
- (b) The employee is entitled to receive the benefits and payments they would have received under clause 12 or under sections 119–123 of the [Act](#) had they remained in employment until the expiry of the notice.
- (c) However, the employee is not entitled to be paid for any part of the period of notice remaining after the employee ceased to be employed.

### 12.3 Job search entitlement

- (a) Where an employer has given notice of termination to an employee in circumstances of redundancy, the employee must be allowed time off without loss of pay of up to one day each week of the minimum period of notice prescribed by section 117(3) of the [Act](#) for the purpose of seeking other employment.
- (b) If an employee is allowed time off without loss of pay of more than one day under paragraph (a), the employee must, at the request of the employer, produce proof of attendance at an interview.
- (c) A statutory declaration is sufficient for the purpose of paragraph (b).

- (d) An employee who fails to produce proof when required under paragraph (b) is not entitled to be paid for the time off.
- (e) This entitlement applies instead of clauses 11.2 and 11.3.

## 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 F~~ ~~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](#), [PR707517](#), [PR718918](#), [PR729360](#), [PR737905](#), [PR740786](#); corrected by [PR743157](#); varied by [PR743155](#), [PR762209](#)]

[Note inserted by [PR503704](#) ppc 01Jan11; administratively amended in accordance with decision [\[2012\] FWAFB 5184](#); Note 1 and Note 2 deleted by [PR737905](#) ppc 01Jul22]

### 15.1 Social and community services employee level 1

[15.1 varied by [PR997934](#), [PR509131](#), [PR522962](#), [PR536765](#), [PR551688](#), [PR566780](#), [PR579887](#), [PR592201](#), [PR606426](#), [PR707517](#), [PR718918](#), [PR729360](#), [PR740786](#), [PR762209](#) ppc 01Jul23]

	Per week \$
Pay point 1	930.70
Pay point 2	960.70
Pay point 3	995.00

### 15.2 Social and community services employee level 2

[15.2 varied by [PR997934](#), [PR509131](#), [PR522962](#), [PR536765](#), [PR551688](#), [PR566780](#), [PR579887](#), [PR592201](#), [PR606426](#), [PR707517](#), [PR718918](#), [PR729360](#), [PR740786](#), [PR762209](#) ppc 01Jul23]

	Per week \$
Pay point 1	995.00
Pay point 2	1026.20
Pay point 3	1057.40
Pay point 4	1085.60

### 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](#), [PR707517](#), [PR718918](#), [PR729360](#), [PR740786](#), [PR762209](#) ppc 01Jul23]

	Per week \$
Pay point 1 (associate diploma/advanced certificate)	1085.60
Pay point 2	1116.80
Pay point 3 (3 year degree)	1140.70
Pay point 4 (4 year degree)	1164.10

### 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](#), [PR707517](#), [PR718918](#), [PR729360](#), [PR740786](#), [PR762209](#) ppc 01Jul23]

Per week

	\$
Pay point 1	1195.30
Pay point 2	1226.50
Pay point 3	1258.00
Pay point 4	1286.10

**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](#), [PR707517](#), [PR718918](#), [PR729360](#), [PR740786](#), [PR762209](#) ppc 01Jul23]

	Per week \$
Pay point 1	1317.50
Pay point 2	1345.80
Pay point 3	1377.20

**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](#), [PR707517](#), [PR718918](#), [PR729360](#), [PR740786](#), [PR762209](#) ppc 01Jul23]

	Per week \$
Pay point 1	1408.60
Pay point 2	1439.60
Pay point 3	1470.80

**15.7 Social and community services employee level 7**

[15.7 varied by [PR997934](#), [PR509131](#), [PR522962](#), [PR536765](#), [PR551688](#), [PR566780](#), [PR579887](#), [PR592201](#), [PR606426](#), [PR707517](#), [PR718918](#), [PR729360](#), [PR740786](#), [PR762209](#) ppc 01Jul23]

	Per week \$
Pay point 1	1502.00
Pay point 2	1533.50
Pay point 3	1564.70

**15.8 Social and community services employee level 8**

[15.8 varied by [PR997934](#), [PR509131](#), [PR522962](#), [PR536765](#), [PR551688](#), [PR566780](#), [PR579887](#), [PR592201](#), [PR606426](#), [PR707517](#), [PR718918](#), [PR729360](#), [PR740786](#), [PR762209](#) ppc 01Jul23]

	Per week \$
Pay point 1	1595.90
Pay point 2	1627.20

Pay point 3

1658.70

[New Note 1 inserted by [PR737905](#) ppc 01Jul22]

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).

[New Note 2 inserted by [PR737905](#) ppc 01Jul22; varied by [PR740786](#) ppc 01Jul22; corrected by [PR743157](#); varied by [PR743155](#), [PR762209](#) ppc 01Jul23]

NOTE 2: An **equal remuneration order** [[PR525485](#)] also applies to employees in the classifications in Schedule B—Classification Definitions—Social and Community Services Employees and Schedule C—Classification Definitions—Crisis Accommodation Employees of this award. The final rates of pay resulting from the equal remuneration order are set out below. The ‘current hourly wage’ and ‘current weekly wage’ in the tables below form employees’ ordinary rates of pay for all purposes:

**Equal remuneration rates for applicable Social and Community Services employees**

	Clause	Minimum weekly wage	Final Rate ERO Percentage	Current weekly wage	Current hourly wage
Classification		\$	%	\$	\$
<b>Social and community services employee level 2</b>	15.2				
Pay point 1		995.00	123	1223.85	32.21
Pay point 2		1026.20	123	1262.23	33.22
Pay point 3		1057.40	123	1300.60	34.23
Pay point 4		1085.60	123	1335.29	35.14
<b>Social and community services employee level 3</b>	15.3				
Pay point 1 (associate diploma/advanced certificate)		1085.60	126	1367.86	36.00
Pay point 2		1116.80	126	1407.17	37.03
Pay point 3 (3 year degree)		1140.70	126	1437.28	37.82
Pay point 4 (4 year degree)		1164.10	126	1466.77	38.60
<b>Social and community services employee level 4</b>	15.4				
Pay point 1		1195.30	132	1577.80	41.52
Pay point 2		1226.50	132	1618.98	42.60
Pay point 3		1258.00	132	1660.56	43.70
Pay point 4		1286.10	132	1697.65	44.68

	<b>Clause</b>	<b>Minimum weekly wage</b>	<b>Final Rate ERO Percentage</b>	<b>Current weekly wage</b>	<b>Current hourly wage</b>
<b>Social and community services employee level 5</b>	15.5				
Pay point 1		1317.50	137	1804.98	47.50
Pay point 2		1345.80	137	1843.75	48.52
Pay point 3		1377.20	137	1886.76	49.65
<b>Social and community services employee level 6</b>	15.6				
Pay point 1		1408.60	140	1972.04	51.90
Pay point 2		1439.60	140	2015.44	53.04
Pay point 3		1470.80	140	2059.12	54.19
<b>Social and community services employee level 7</b>	15.7				
Pay point 1		1502.00	142	2132.84	56.13
Pay point 2		1533.50	142	2177.57	57.30
Pay point 3		1564.70	142	2221.87	58.47
<b>Social and community services employee level 8</b>	15.8				
Pay point 1		1595.90	145	2314.06	60.90
Pay point 2		1627.20	145	2359.44	62.09
Pay point 3		1658.70	145	2405.12	63.29

#### Equal remuneration rates for Crisis Accommodation employees

	<b>Clause</b>	<b>Minimum weekly wage</b>	<b>Final Rate ERO Percentage</b>	<b>Current weekly wage</b>	<b>Current hourly wage</b>
<b>Classification</b>		<b>\$</b>	<b>%</b>	<b>\$</b>	<b>\$</b>
<b>Crisis accommodation employee Level 1</b>	15.3				
Pay point 1 (associate diploma/advanced certificate)		1085.60	126	1367.86	36.00
Pay point 2		1116.80	126	1407.17	37.03
Pay point 3 (3 year degree)		1140.70	126	1437.28	37.82
Pay point 4 (4 year degree)		1164.10	126	1466.77	38.60
<b>Crisis accommodation employee level 2</b>	15.4				
Pay point 1		1195.30	132	1577.80	41.52

	Clause	Minimum weekly wage \$	Final Rate ERO Percentage %	Current weekly wage \$	Current hourly wage \$
<b>Classification</b>					
Pay point 2		1226.50	132	1618.98	42.60
Pay point 3		1258.00	132	1660.56	43.70
Pay point 4		1286.10	132	1697.65	44.68
<b>Crisis accommodation employee level 3</b>	15.5				
Pay point 1		1317.50	137	1804.98	47.50
Pay point 2		1345.80	137	1843.75	48.52
Pay point 3		1377.20	137	1886.76	49.65
<b>Crisis accommodation employee level 4</b>	15.6				
Pay point 1		1408.60	140	1972.04	51.90
Pay point 2		1439.60	140	2015.44	53.04
Pay point 3		1470.80	140	2059.12	54.19

## 16. Minimum weekly wages for family day care employees

[Varied by [PR997934](#), [PR509131](#), [PR522962](#), [PR536765](#), [PR551688](#), [PR566780](#), [PR579887](#), [PR592201](#), [PR606426](#), [PR707517](#), [PR718918](#), [PR729360](#), [PR740786](#), [PR762209](#)]

### 16.1 Family day care employee level 1

[16.1 varied by [PR997934](#), [PR509131](#), [PR522962](#), [PR536765](#), [PR551688](#), [PR566780](#), [PR579887](#), [PR592201](#), [PR606426](#), [PR707517](#), [PR718918](#), [PR729360](#), [PR740786](#), [PR762209](#) ppc 01Jul23]

	Per week \$
Pay point 1	931.90
Pay point 2	961.70
Pay point 3	996.60
Pay point 4	1030.10

### 16.2 Family day care employee level 2

[16.2 varied by [PR997934](#), [PR509131](#), [PR522962](#), [PR536765](#), [PR551688](#), [PR566780](#), [PR579887](#), [PR592201](#), [PR606426](#), [PR707517](#), [PR718918](#), [PR729360](#), [PR740786](#), [PR762209](#) ppc 01Jul23]

	Per week \$
Pay point 1	1059.40
Pay point 2	1094.00

	Per week \$
Pay point 3	1128.60
Pay point 4	1155.50

### 16.3 Family day care employee level 3

[16.3 varied by [PR997934](#), [PR509131](#), [PR522962](#), [PR536765](#), [PR551688](#), [PR566780](#), [PR579887](#), [PR592201](#), [PR606426](#), [PR707517](#), [PR718918](#), [PR729360](#), [PR740786](#), [PR762209](#) ppc 01Jul23]

	Per week \$
Pay point 1	1184.90
Pay point 2	1221.70
Pay point 3	1259.40
Pay point 4	1294.00

### 16.4 Family day care employee level 4

[16.4 varied by [PR997934](#), [PR509131](#), [PR522962](#), [PR536765](#), [PR551688](#), [PR566780](#), [PR579887](#), [PR592201](#), [PR606426](#), [PR707517](#), [PR718918](#), [PR729360](#), [PR740786](#), [PR762209](#) ppc 01Jul23]

	Per week \$
Pay point 1	1331.50
Pay point 2	1345.40
Pay point 3	1377.00
Pay point 4	1399.70

### 16.5 Family day care employee level 5

[16.5 varied by [PR997934](#), [PR509131](#), [PR522962](#), [PR536765](#), [PR551688](#), [PR566780](#), [PR579887](#), [PR592201](#), [PR606426](#), [PR707517](#), [PR718918](#), [PR729360](#), [PR740786](#), [PR762209](#) ppc 01Jul23]

	Per week \$
Pay point 1	1499.90
Pay point 2	1541.30
Pay point 3	1583.20
Pay point 4	1624.80

[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](#), [PR707517](#), [PR718918](#), [PR729360](#), [PR740786](#), [PR751296](#), [PR762209](#)]

[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 employees—disability care

[17.1 varied by [PR997934](#), [PR509131](#), [PR522962](#), [PR536765](#), [PR551688](#), [PR566780](#), [PR579887](#), [PR592201](#), [PR606426](#), [PR707517](#), [PR718918](#), [PR729360](#), [PR740786](#); renamed and substituted by [PR751296](#) ppc 30Jun23]

The following minimum wages apply to home care employees providing services to a person with a disability.

#### (a) Home care employee level 1—disability care

[17.1(a) varied by [PR762209](#) ppc 01Jul23]

	Per week
	\$
Pay point 1	921.70

#### (b) Home care employee level 2—disability care

[17.1(b) varied by [PR762209](#) ppc 01Jul23]

	Per week
	\$
Pay point 1	974.90
Pay point 2	981.60

#### (c) Home care employee level 3—disability care

[17.1(c) varied by [PR762209](#) ppc 01Jul23]

	Per week
	\$
Pay point 1 (certificate 3)	995.00
Pay point 2	1025.70

#### (d) Home care employee level 4—disability care

[17.1(d) varied by [PR762209](#) ppc 01Jul23]

	Per week
	\$
Pay point 1	1085.50
Pay point 2	1107.20

**(e) Home care employee level 5—disability care**

[17.1(e) varied by [PR762209](#) ppc 01Jul23]

	<b>Per week</b>
	<b>\$</b>
Pay point 1 (degree or diploma)	1163.90
Pay point 2	1209.80

**17.2 Home care employees—aged care**

[17.2 varied by [PR997934](#), [PR509131](#), [PR522962](#), [PR536765](#), [PR551688](#), [PR566780](#), [PR579887](#), [PR592201](#), [PR606426](#), [PR707517](#), [PR718918](#), [PR729360](#), [PR740786](#); renamed and substituted by [PR751296](#) ppc 30Jun23]

The following minimum wages apply to home care employees providing services to an aged person.

<u><b>Classification</b></u>	<u><b>Per week</b></u>
	<u><b>\$</b></u>
<u>Home care employee level 1—aged care</u>	<u>1101.50</u>
<u>Home care employee level 2—aged care</u>	<u>1162.70</u>
<u>Home care employee level 3—aged care</u>	<u>1223.90</u>
<u>Home care employee level 4—aged care</u>	<u>1272.90</u>
<u>Home care employee level 5—aged care</u>	<u>1321.80</u>
<u>Home care employee level 6—aged care</u>	<u>1370.80</u>

NOTE: See Schedule G—Classification Translation Arrangements for the minimum rate of pay applicable to Home care employees who provide services to an aged person who were covered by this award on or before XX MONTH 20XX [day before changes take effect].

**~~(a) Home care employee level 1—aged care~~**

~~[17.2(a) varied by [PR762209](#) ppc 01Jul23]~~

	<b>Per week</b>
	<b>\$</b>
<del>Pay point 1</del>	<del>1059.90</del>

**~~(b) Home care employee level 2—aged care~~**

~~[17.2(b) varied by [PR762209](#) ppc 01Jul23]~~

	<b>Per week</b>
	<b>\$</b>
<del>Pay point 1</del>	<del>1121.20</del>
<del>Pay point 2</del>	<del>1128.80</del>

**(c) Home care employee level 3—aged care**

[17.2(c) varied by [PR762209](#) ppc 01Jul23]—

	<b>Per week</b>
	<b>-\$</b>
Pay point 1 (certificate 3)	1144.20
Pay point 2	1179.50

**(d) Home care employee level 4—aged care**

[17.2(d) varied by [PR762209](#) ppc 01Jul23]—

	<b>Per week</b>
	<b>-\$</b>
Pay point 1	1248.40
Pay point 2	1273.30

**(e) Home care employee level 5—aged care**

[17.2(e) varied by [PR762209](#) ppc 01Jul23]—

	<b>Per week</b>
	<b>-\$</b>
Pay point 1 (degree or diploma)	1338.50
Pay point 2	1391.20

[17.3 varied by [PR997934](#), [PR509131](#), [PR522962](#), [PR536765](#), [PR551688](#), [PR566780](#), [PR579887](#), [PR592201](#), [PR606426](#), [PR707517](#), [PR718918](#), [PR729360](#), [PR740786](#); deleted by [PR751296](#) ppc 30Jun23]

[17.4 varied by [PR997934](#), [PR509131](#), [PR522962](#), [PR536765](#), [PR551688](#), [PR566780](#), [PR579887](#), [PR592201](#), [PR606426](#), [PR707517](#), [PR718918](#), [PR729360](#), [PR740786](#); deleted by [PR751296](#) ppc 30Jun23]

[17.5 varied by [PR997934](#), [PR509131](#), [PR522962](#), [PR536765](#), [PR551688](#), [PR566780](#), [PR579887](#), [PR592201](#), [PR606426](#), [PR707517](#), [PR718918](#), [PR729360](#), [PR740786](#); deleted by [PR751296](#) ppc 30Jun23]

**18. Supported wage system**

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

See [Schedule H](#)[Schedule H](#)[Schedule F](#)

**19. National Training Wage**

[New 19 inserted by [PR508061](#) from 01Jan10; substituted by [PR593874](#) ppc 01Jul17; varied by [PR606426](#), [PR707517](#), [PR720159](#), [PR718918](#), [PR723827](#), [PR729360](#), [PR740786](#), [PR762209](#)]

[19.1 varied by [PR720159](#) ppc 18Jun20]

**19.1** Schedule E to the *Miscellaneous Award 2020* sets out minimum wage rates and conditions for employees undertaking traineeships.

[19.2 varied by [PR606426](#), [PR707517](#), [PR720159](#) ppc 18Jun20, [PR723827](#), [PR729360](#), [PR740786](#), [PR762209](#) ppc 01Jul23]

**19.2** This award incorporates the terms of Schedule E to the *Miscellaneous Award 2020* as at 1 July 2023. Provided that any reference to “this award” in Schedule E to the *Miscellaneous Award 2020* is to be read as referring to the *Social, Community, Home Care and Disability Services Industry Award 2010* and not the *Miscellaneous Award 2020*.

[19.3 inserted by [PR718918](#); deleted by [PR723827](#) ppc 01Nov20]

## 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](#), [PR704211](#), [PR707745](#), [PR719070](#), [PR729543](#), [PR737905](#), [PR740786](#), [PR740949](#); corrected by [PR743157](#); varied by [PR743155](#), [PR762209](#), [PR762377](#)]

### 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 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 Laundering of clothing other than uniforms**

[New 20.3 inserted by [PR737905](#) ppc 01Jul22]

If during any day or shift, the clothing of an employee (other than a uniform) is soiled in the course of the performance of their duties, the employee will be paid a laundry allowance of **\$0.32** cents per shift provided that:

- (a) As soon as reasonably practicable the employee provides notice of the soiling and, if requested, evidence that would satisfy a reasonable person of the soiling and/or how it occurred; and
- (b) At the time the clothing was soiled the employee had complied with any reasonable requirement of the employer in relation to the wearing of personal protective equipment either provided or paid for by the employer in accordance with clause 20.2(d).

### **20.4 Repair and replacement of clothing other than uniforms**

[New 20.4 inserted by [PR737905](#) ppc 01Jul22]

- (a) If the clothing of an employee is soiled or damaged (excluding normal wear and tear) in the course of the performance of their duties, to the extent that its repair or replacement is necessary, the employer must reimburse the employee for the reasonable cost incurred in repairing or replacing the clothing with a substitute item, provided that:
  - (i) As soon as reasonably practicable the employee provides notice of the soiling or damage and, if requested, evidence that would satisfy a reasonable person of the soiling or damage, how it occurred, and the reasonable repair or replacement costs;
  - (ii) At the time the clothing was soiled or damaged the employee had complied with any reasonable requirement of the employer in relation to the wearing of personal protective equipment either provided or paid for by the employer in accordance with clause 20.2(d); and

(iii) The damage or soiling of an employee's clothes is not caused by the negligence of the employee.

(b) This clause will not apply where an employee is permitted or required to wear a uniform supplied by the employer or is otherwise entitled to any payment under clause 20.2.

## 20.5 Meal allowances

[20.3 renumbered as 20.5 by [PR737905](#) ppc 01Jul22]

[20.5(a) varied by [PR998179](#), [PR509252](#), [PR523082](#), [PR536885](#), [PR551808](#), [PR566909](#), [PR592355](#), [PR606578](#), [PR704211](#), [PR707745](#), [PR719070](#), [PR729543](#), [PR740949](#), [PR762377](#) ppc 01Jul23]

- (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 \$15.20 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 \$15.20 will be paid.
- (b) Clause 20.5(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.

## 20.6 First aid allowance

[20.4 renumbered as 20.6 by [PR737905](#) ppc 01Jul22]

[20.4 varied by [[PR500495](#) set aside by [\[2010\] FWA FB 9880](#)]; 20.4 substituted by [PR505347](#) ppc 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 and part-time employees

The first aid allowance in 20.6(a) will apply to eligible part time and casual employees on a pro rata basis on the basis that the ordinary weekly hours of work for full-time employees are 38.

## 20.7 Travelling, transport and fares

[20.5 renumbered as 20.7 by [PR737905](#) ppc 01Jul22]

[20.7(a) varied by [PR523082](#), [PR536885](#), [PR551808](#), [PR719070](#), [PR740949](#), [PR762377](#) ppc 01Jul23]

- (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 \$0.96 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 20.7(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.

## 20.8 Telephone allowance

[20.6 renumbered as 20.8 by [PR737905](#) ppc 01Jul22]

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.

## 20.9 Heat allowance

[20.7 renumbered as 20.9 by [PR737905](#) ppc 01Jul22]

- (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.

## 20.10 Board and lodging

[20.8 renumbered as 20.10 by [PR737905](#) ppc 01Jul22]

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

[20.10(a) varied by [PR998179](#), [PR509252](#), [PR523082](#), [PR536885](#), [PR551808](#), [PR566909](#), [PR592355](#), [PR606578](#), [PR704211](#), [PR707745](#), [PR719070](#), [PR729543](#), [PR740949](#), [PR762377](#) ppc 01Jul23]

(a) employees receiving full adult rate of pay—\$29.54; or

[20.10(b) varied by [PR998179](#), [PR509252](#), [PR523082](#), [PR536885](#), [PR551808](#), [PR566909](#), [PR592355](#), [PR606578](#), [PR704211](#), [PR707745](#), [PR719070](#), [PR729543](#), [PR740949](#), [PR762377](#) ppc 01Jul23]

(b) where the employee buys their meals at ruling cafeteria rates, by an additional amount of—\$18.39.

## 20.11 On call allowance

[20.9 renumbered as 20.11 and substituted by [PR737905](#) ppc 01Jul22; varied by [PR740786](#); corrected by [PR743157](#); varied by [PR743155](#)]

An employee required by the employer to be on call (i.e. available for recall to duty at the employer's or client's premises and/or for remote work) will be paid an allowance of:

[20.11(a) varied by [PR740786](#) ppc 01Jul22; corrected by [PR743157](#); varied by [PR743155](#), [PR762209](#) ppc 01Jul23]

(a) **2.0%** of the standard rate (\$22.81) for any 24-hour period or part thereof during the period from the time of finishing ordinary duty on Monday to the time of finishing ordinary duty on Friday; or

[20.11(b) varied by [PR740786](#) ppc 01Jul22; corrected by [PR743157](#); varied by [PR743155](#), [PR762209](#) ppc 01Jul23]

(b) **3.96%** of the standard rate (\$45.17) in respect of any other 24-hour period or part thereof, or any public holiday or part thereof.

## 20.12 Broken shift allowance

[20.12 inserted by [PR737905](#) ppc 01Jul22; varied by [PR740786](#); corrected by [PR743157](#); varied by [PR743155](#)]

[20.12(a) varied by [PR740786](#) ppc 01Jul22; corrected by [PR743157](#); varied by [PR743155](#), [PR762209](#) ppc 01Jul23]

(a) An employee required to work a broken shift with 1 unpaid break in accordance with clause 25.6(a) will be paid an allowance of **1.7%** (\$19.39) of the standard rate, per broken shift.

[20.12(b) varied by [PR740786](#) ppc 01Jul22; corrected by [PR743157](#); varied by [PR743155](#), [PR762209](#) ppc 01Jul23]

(b) An employee who agrees to work a broken shift with 2 unpaid breaks in accordance with clause 25.6(b) will be paid an allowance of **2.25%** (\$25.67) of the standard rate, per broken shift.

## 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](#), [PR743364](#)]

### 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;

[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; varied by [PR743364](#) ppc 07Jul22]

- (k) Hostplus;

[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:
  - (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; varied by [PR610134](#)] [Paragraph numbered as 24.1 by [PR610134](#) ppc 01Nov18]

**24.1** 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.

### **24.2 Payment on termination of employment**

[24.2 inserted by [PR610134](#) ppc01Nov18]

- (a) The employer must pay an employee no later than 7 days after the day on which the employee's employment terminates:
  - (i) the employee's wages under this award for any complete or incomplete pay period up to the end of the day of termination; and
  - (ii) all other amounts that are due to the employee under this award and the [NES](#).
- (b) The requirement to pay wages and other amounts under paragraph (a) is subject to further order of the Commission and the employer making deductions authorised by this award or the [Act](#).

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

Note 2: Paragraph (b) allows the Commission to make an order delaying the requirement to make a payment under this clause. For example, the Commission could make an order delaying the requirement to pay redundancy

pay if an employer makes an application under s.120 of the [Act](#) for the Commission to reduce the amount of redundancy pay an employee is entitled to under the [NES](#).

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

## 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](#), [PR737905](#)]

#### 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.

#### 25.3 Rostered days off

Employees, other than a casual employee, will be free from duty for not less than two full days in each week or four full days in each fortnight or eight full days in each 28 day cycle. Where practicable, days off will be consecutive.

#### 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 sleepover may 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 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.

[25.5(d)(ii) substituted by [PR737905](#) ppc 01Jul22]

- (ii) However, a roster may be changed at any time:
  - (A) if the change is proposed by an employee to accommodate an agreed shift swap with another employee, subject to the agreement of the employer; or
  - (B) 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

[25.5(f) substituted by [PR737905](#) ppc 01Jul22]

- (i) Clause 25.5(f) applies where a client cancels a scheduled home care or disability service, within 7 days of the scheduled service, which a full-

time or part-time employee was rostered to provide. For the purposes of clause 25.5(f), a client cancellation includes where a client reschedules a scheduled home care or disability service.

- (ii)** Where a service is cancelled by a client under clause 25.5(f)(i), the employer may either:

  - (A)** direct the employee to perform other work during those hours in which they were rostered; or
  - (B)** cancel the rostered shift or the affected part of the shift.
- (iii)** Where clause 25.5(f)(ii)(A) applies, the employee will be paid the amount payable had the employee performed the cancelled service or the amount payable in respect of the work actually performed, whichever is the greater.
- (iv)** Where clause 25.5(f)(ii)(B) applies, the employer must either:

  - (A)** pay the employee the amount they would have received had the shift or part of the shift not been cancelled; or
  - (B)** subject to clause 25.5(f)(v), provide the employee with make-up time in accordance with clause 25.5(f)(vi).
- (v)** The make-up time arrangement can only be used where the employee was notified of the cancelled shift (or part thereof) at least 12 hours prior to the scheduled commencement of the cancelled service. If less than 12 hours' notice is provided, clause 25.5(f)(iv)(A) applies.
- (vi)** Where the employer elects to provide make-up time:

  - (A)** despite clause 25.5(a), the employer must provide the employee with 7 days' notice of the make-up time (or a lesser period by agreement with the employee);
  - (B)** the make-up time must be worked within 6 weeks of the date of the cancelled service;
  - (C)** the employer must consult with the employee in accordance with clause 8A—Consultation about changes to rosters or hours of work regarding when the make-up time is to be worked;
  - (D)** the make-up time can include work with other clients or in other areas of the employer's business provided the employee has the skill and competence to perform the work; and
  - (E)** an employee who works make-up time will be paid the amount payable had the employee performed the cancelled service or the amount payable in respect of the work actually performed, whichever is the greater.
- (vii)** Clause 25.5(f) is intended to operate in conjunction with clause 25.5(d) and does not prevent an employer from changing a roster under clause 25.5(d)(i) or (d)(ii).

## 25.6 Broken shifts

[25.6 varied by [PR995399](#); 25.6 substituted by [PR737905](#) ppc 01Jul22]

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

- (a) Broken shift with 1 unpaid break**
  - (i)** An employer may only roster an employee to work a broken shift of 2 periods of work with 1 unpaid break (other than a meal break).
  - (ii)** An employee rostered to work a broken shift with 1 unpaid break must be paid the allowance in clause 20.12(a).
- (b) Agreement to work a broken shift with 2 unpaid breaks**
  - (i)** Despite clause 25.6(a), an employer and an employee may agree that the employee will work a broken shift of 3 periods of work with 2 unpaid breaks (other than meal breaks).
  - (ii)** An agreement under clause 25.6(b)(i) must be made before each occasion that the employee is to work a broken shift with 2 unpaid breaks unless the working of the 2 break broken shift is part of the agreed regular pattern of work in an agreement made under clause 10.3 or subsequently varied.
  - (iii)** An employee who works a broken shift with 2 unpaid breaks must be paid the allowance in clause 20.12(b).
- (c)** Where a break in work falls within a minimum payment period in accordance with clause 10.5 then it is to be counted as time worked and does not constitute a break in a shift for the purposes of clause 25.6(a)(i) or clause 25.6(b)(i).
- (d)** Payment for a broken shift will be at ordinary pay with weekend, overtime and public holiday penalty rates to be paid in accordance with clauses 26—Saturday and Sunday work, 28—Overtime and penalty rates and 34—Public holidays.
- (e)** An employee must be paid the shift allowances in accordance with clause 29—Shiftwork in relation to work performed on a broken shift, provided that:
  - (i)** The shift allowances are only payable in respect of periods of work in a broken shift that satisfy the definitions of afternoon shift, night shift and public holiday shift (as defined by clause 29.2 and in accordance with clause 25.6(e)(i)).
  - (ii)** (The night shift allowance is not payable for work performed on a night shift that commences before 6.00 am.

Example: If an employee performs work on a broken shift from 9.00 am to 11.00am (first period of work) and then from 5.30 pm to 8.30 pm (second period of work), the afternoon shift allowance will be payable on the second period of work only.

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

[25.7(c) substituted by [PR737905](#) ppc 01Jul22]

- (c) The span for a sleepover will be a continuous period of 8 hours. Employees will be provided with a separate room with a bed and clean linen, the use of appropriate facilities (including access to food preparation facilities and staff facilities where these exist) and free board and lodging for each night when the employee sleeps over.
- (d) The 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

[25.8 substituted by [PR737905](#) ppc 01Jul22]

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 8 hours of care during this period.

- (b) An employer may only require an employee to work a 24-hour care shift by agreement.
- (c) The employee will be afforded the opportunity to sleep for a continuous period of 8 hours during a 24-hour care shift and employees will be provided with a separate room with a bed and clean linen, the use of appropriate facilities (including access to food preparation facilities and staff facilities where these exist) and free board and lodging for each night when the employee sleeps over.
- (d) The employee will be paid 8 hours' work at 155% of their appropriate rate for each 24-hour period.
- (e) If the employee is required to perform more than 8 hours' work during a 24-hour care shift, that work shall be treated as overtime and paid at the rate of time and a half for the first 2 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. An employer and employee may utilise the TOIL arrangement in accordance with clause 28.2.
- (f) An employee may refuse to work more than 8 hours' work during a 24-hour care shift in circumstances where the requirement to work those additional hours is unreasonable.

## 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.

## 25.10 Remote work

[25.10 inserted by [PR737905](#) ppc 01Jul22]

- (a) This clause applies where an employee is required by their employer to perform remote work.

- (b) For the purpose of this clause, **remote work** means the performance of work by an employee at the direction of, or with the authorisation of, their employer that is:
- (i) not part of their ordinary hours of work rostered in accordance with clause 25.5 (or, in the case of casual employees, not a designated shift); and
  - (ii) not additional hours worked by a part-time employee under clause 28.1(b)(iii) or 10.3(e) or overtime contiguous with a rostered shift; and
  - (iii) not required to be performed at a designated workplace.
- (c) **Minimum payments for remote work**
- (i) Where an employee performs remote work, they will be paid for the time spent performing remote work, with the following minimum payments applying:
    - (A) where the employee is on call between 6.00 am and 10.00 pm—a minimum payment of 15 minutes' pay;
    - (B) where the employee is on call between 10.00 pm and 6.00 am—a minimum payment of 30 minutes' pay;
    - (C) where the employee is not on call—a minimum payment of one hour's pay;
    - (D) where the remote work involves participating in staff meetings or staff training remotely—a minimum payment of one hour's pay.
  - (ii) Any time worked continuously beyond the minimum payment period outlined above will be rounded up to the nearest 15 minutes and paid accordingly.
  - (iii) Where multiple instances of remote work are performed on any day, separate minimum payments will be triggered for each instance of remote work performed, save that where multiple instances of remote work are performed within the applicable minimum payment period, only one minimum payment period is triggered.
- (d) **Rates of pay for remote work**
- (i) Remote work will be paid at the employee's minimum hourly rate unless one of the following exceptions applies:
    - (A) Remote work performed outside the span of 6am to 8pm will be paid at the rate of **150%** of the minimum hourly rate for the first two hours and **200%** of the minimum hourly rate thereafter or, in the case of casual employees, at **175%** of the minimum hourly rate for the first two hours and **225%** of the minimum hourly rate thereafter;
    - (B) Remote work performed in excess of 38 hours per week or 76 hours per fortnight will be paid at the applicable overtime rate prescribed in clause 28.1;

- (C) Remote work performed in excess of 10 hours per day will be paid at the rate of **150%** of the minimum hourly rate for the first two hours and **200%** of the minimum hourly rate thereafter or in the case of casual employees, **175%** of the minimum hourly rate for the first 2 hours and **225%** of the minimum hourly rate thereafter;
  - (D) Remote work performed on a Saturday will be paid at the rate of **150%** of the minimum hourly rate or, in the case of casual employees, **175%** of the minimum hourly rate;
  - (E) Remote work performed on a Sunday, it will be paid at the rate of **200%** of the minimum hourly rate or, in the case of casual employees, **225%** of the minimum hourly rate;
  - (F) Remote work performed on a public holiday will be paid at the rate of **250%** of the minimum hourly rate or, in the case of casual employees, **275%** of the minimum hourly rate.
- (ii) The rates of pay in clause 25.10(d)(i) above are in substitution for and not cumulative upon the rates prescribed in clauses 26—Saturday and Sunday work, 28—Overtime and penalty rates, 29—Shiftwork and 34—Public holidays.

**(e) Other requirements**

An employee who performs remote work must maintain and provide to their employer a time sheet or other record acceptable to the employer specifying the time at which they commenced and concluded performing any remote work and a description of the work that was undertaken. Such records must be provided to the employer within a reasonable period of time after the remote work is performed.

**(f) Miscellaneous provisions**

- (i) In this clause, the term ‘minimum hourly rate’ means the weekly rates prescribed by clauses 15—Minimum weekly wages for social and community services employees and crisis accommodation employees, 16—Minimum weekly wages for family day care employees and 17—Minimum weekly wages for home care employees (as applicable) divided by 38.
- (ii) Where remote work is performed, the minimum payments at clause 10.5 do not apply.
- (iii) The performance of remote work will not count as work or overtime for the purpose of the following clauses:
  - (A) Clause 25.3—Rostered days off;
  - (B) Clause 25.4—Rest breaks between rostered work;
  - (C) Clause 28.3—Rest period after overtime;
  - (D) Clause 28.5—Rest break during overtime.

## 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](#), [PR713525](#) ppc 01Jul20]

- 26.1** 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 150% of the ordinary rate of pay, and for ordinary hours worked between midnight on Saturday and midnight on Sunday at 200% of the ordinary rate of pay.
- 26.2** The rates in clause 26.1 are in substitution for and not cumulative upon the shift premiums prescribed in clause 29—Shiftwork and are not applicable to overtime worked on a Saturday and Sunday.
- 26.3** Casual employees will be paid the casual loading in clause 10.4 in addition to the Saturday and Sunday rates at clause 26.1.
- 26.4** A casual employee who works on a weekend will be paid at the following rates:
- (a) between midnight Friday and midnight Saturday – 175% of the ordinary rate of pay (inclusive of the casual loading); and
  - (b) between midnight Saturday and midnight Sunday – 225% of the ordinary rate of pay (inclusive of the casual loading).

## 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](#), [PR713525](#), [PR737905](#), [PR763307](#)]

### **28.1 Overtime rates**

[28.1 substituted by [PR737905](#) ppc 01Jul22]

#### **(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 and, in the case of day workers, for work done outside the span of hours under clause 25.2(a):

- (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 2 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 3 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, and Saturday and Sunday work premiums prescribed in clause 26—Saturday and Sunday work.

#### **(b) Part-time employees and casual employees**

- (i) All time worked by part-time or casual employees in excess of 38 hours per week or 76 hours per fortnight will be paid for at the rate of time and a half for the first 2 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 or casual employees which exceeds 10 hours per day, will be paid at the rate of time and a half for the first 2 hours and double time thereafter, except on Sundays when overtime will be paid for at the rate of double time, and on public holidays at the rate of double time and a half.
- (iii) Time worked up to the hours prescribed in clause 28.1(b)(ii) will, subject to clause 28.1(b)(i), not be regarded as overtime and will be paid for at the ordinary rate of pay (including the casual loading in the case of casual employees).
- (iv) All time worked outside the span of hours by part-time and casual day workers 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.

- (v) Overtime rates payable under clause 28.1(b) will be in substitution for and not cumulative upon the shift premiums prescribed in clause 29—Shiftwork and are not applicable to ordinary hours worked on a Saturday or 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.
- (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 varied by [PR763307](#) ppc 01Aug23]

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

- (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 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**

[28.4 substituted by [PR737905](#) ppc 01Jul22]

An employee who is recalled to work overtime after leaving the workplace and requested by their employer to attend a workplace in order to perform such overtime work will be paid for a minimum of two hours' work at the appropriate rate for each time recalled. If the work required is completed in less than two hours the employee will be released from duty.

### **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 20.5, 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](#), [PR737905](#)]

### 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 substituted by [PR737905](#) ppc 01Jul22]

**29.4** Shifts are to be worked in one continuous block of hours that may include meal breaks and sleepovers, except where broken in accordance with clause 25.6.

## 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.

### **30A. Requests for flexible working arrangements**

[30A inserted by [PR701503](#) ppc 01Dec18; substituted by [PR763307](#) ppc 01Aug23]

Requests for flexible working arrangements are provided for in the [NES](#).

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

## **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](#), [PR737905](#)]

**31.1** Annual leave is provided for in the [NES](#). This clause contains additional provisions.

#### **31.2 Quantum of leave**

[31.2 substituted by [PR737905](#) ppc 01Jul22]

For the purpose of the [NES](#), a shiftworker is:

- (a) an employee who works for more than 4 ordinary hours on 10 or more weekends during the yearly period in respect of which their annual leave accrues; or
- (b) an employee who works at least eight 24-hour care shifts in accordance with clause 25.8 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 JSchedule JSchedule H](#). There is no requirement to use the form of agreement set out at [Schedule JSchedule JSchedule H](#).

- (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 K ~~Schedule K~~ ~~Schedule I~~. There is no requirement to use the form of agreement set out at Schedule K ~~Schedule K~~ ~~Schedule I~~.

### **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
  - (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](#).

## **32A. Parental leave and related entitlements**

[32A inserted by [PR763307](#) ppc 01Aug23]

Parental leave and related entitlements are provided for in the [NES](#).

NOTE: Disputes about requests for extensions to unpaid parental leave may be dealt with under clause 9—Dispute resolution and/or under section 76B of the [Act](#).

## **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](#); varied by [PR713525](#), [PR765711](#)]

**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.

[34.2(c) inserted by [PR713525](#) ppc 01Jul20]

- (c) A casual employee will be paid the casual loading in clause 10.4 in addition to the public holiday penalty rate in clause 34.2(a).

[34.2(d) inserted by [PR713525](#) ppc 01Jul20]

- (d) A casual employee will be paid 275% of the ordinary rate of pay for hours worked on public holidays (inclusive of the casual loading).

### **34.3 Substitution of public holidays by agreement**

[34.3 inserted by [PR765711](#) ppc 11Sep23]

- (a) An employee may request to substitute another day for a day that would otherwise be a public holiday under the [NES](#). The requested day will be substituted if the employer agrees to the employee's request.
- (b) An employee may request to substitute another part day for a day that would otherwise be a part day public holiday under the [NES](#). The requested part day will be substituted if the employer agrees to the employee's request.

## **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. Family and domestic violence leave**

[36—Leave to deal with Family and Domestic Violence renamed and substituted by [PR740268](#) ppc 19Apr22; 36—Unpaid family and domestic violence leave renamed and substituted by [PR750543](#) ppc 15Mar23]

Family and domestic violence leave is provided for in the [NES](#).

NOTE 1: Information provided to employers concerning an employee's experience of family and domestic violence is sensitive and if mishandled can have adverse consequences for the employee. Employers are subject to confidentiality requirements regarding the handling of this information under section 106C of the [Act](#) and requirements as to what can be reported on payslips pursuant to regulations 3.47 and 3.48 of the *Fair Work Regulations 2009*.

NOTE 2: Depending upon the circumstances, evidence that would satisfy a reasonable person of the employee's need to take family and domestic violence leave may include a document issued by the police service, a court or family violence support service, or a statutory declaration.

## **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;
- (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.

[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]

**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%
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.6.6 to A.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]

**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**

[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;
- (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.
  - (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 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.
- (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;
- (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.
- (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;
  - (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;
- (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;
- (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;
  - (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;
- (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.
- (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;
  - (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;
- (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.
- (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;
- (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;
- (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;
- (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;

- (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;
  - (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,
- 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—Disability Care**

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

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

### **E.1 Home care employee level 1—disability care**

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—disability care**

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—disability care**

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—disability care**

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—disability care**

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

## Schedule F—Classification Definitions—Home Care Employees—Aged Care

### F.1 Home care employee level 1—aged care—Introductory

An employee whose primary role is to provide home care to aged care clients and who possesses less than 3 months' experience, either as a home care employee, or as an aged care employee – direct care.

~~An employee whose primary role is to provide direct care to aged care clients and who has less than 3 months' industry experience as a direct care employee.~~

### F.2 Home care employee level 2—aged care—Home Carer

An employee whose primary role is to provide home care to aged care clients and who possesses more than 3 months' experience, either as a home care employee or as an aged care employee – direct care.  
~~An employee whose primary role is to provide direct care to aged care clients and who has more than 3 months' industry experience as a direct care employee.~~

### F.3 Home care employee level 3—aged care—Qualified

An employee whose primary role is to provide home care to aged care clients and who possesses a Certificate III in Individual Support or equivalent, or who possesses equivalent knowledge and skills.  
~~An employee whose primary role is to provide direct care to aged care clients and who has obtained a Certificate III in Individual Support (Ageing) or equivalent.~~

### F.4 Home care employee level 4—aged care—Senior

An employee whose primary role is to provide home care to aged care clients and who possesses a Certificate III in Individual Support or equivalent, or who possesses equivalent knowledge and skills, and has obtained 3 years post-qualification experience, either as a home care employee or as an aged care employee – direct care.  
~~An employee whose primary role is to provide direct care to aged care clients and who has obtained a Certificate III in Individual Support or equivalent and has obtained 4 years post qualification industry experience as a direct care employee after XX MONTH 2024 [day the changes take effect].~~

### F.5 Home care employee level 5—aged care—Specialist

An employee whose primary role is to provide home care to aged care clients and who possesses a Certificate IV in Ageing Support or equivalent, or who possesses equivalent knowledge and skills, or whose role requires the employee to roster employees, undertake administration or planning, and/or oversee service provision.

~~An employee whose primary role is to provide direct care to aged care clients and who has obtained a Certificate IV in Ageing Support or equivalent as a requirement for the performance of their duties by the employer.~~

### F.6 Home care employee level 6—aged care—Team Leader

A home care employee who possesses a Certificate IV in Ageing Support or equivalent or possesses equivalent knowledge and skills and is required to supervise and train other home care employees—aged care or whose role requires the employee to be responsible for resource and/or care co-ordination.  
~~A direct care employee who has obtained a Certificate IV in Ageing Support or equivalent as a requirement for the~~

~~performance of their duties by the employer and. is required to supervise and train other home care employees—aged care.~~

## **Schedule G—Classification Translation Arrangements**

**G.1** The classification structure previously applicable to Home care employees who provide services to an aged person is translated to the classification structure at Schedule F as follows:

<b>Previous classification</b>	<b>Translated classification</b>
<b>Home care employee level 1—aged care</b>	
With less than 3 months' experience	Home care employee level 1—aged care
With 3 months' experience or more	Home care employee level 2—aged care
<b>Home care employee level 2—aged care</b>	
Pay point 1	Home care employee level 2—aged care

G.2

G.2.1

G.2.2

<b>Previous classification</b>	<b>Translated classification</b>
Pay point 2	Home care employee level 2—aged care
<b>Home care employee level 3—aged care</b>	
Pay point 1	Home care employee level 3—aged care
Pay point 2	Home care employee level 3—aged care
<b>Home care employee level 4—aged care</b>	
<del>Without a relevant Certificate IV qualification,</del>	<del>Home care employee level 4—aged care</del>
<del>Without a relevant Certificate IV</del>	<del>Home care employee level 4—aged care</del>
<del>With a relevant Certificate IV qualification, y</del>	<del>Home care employee level 5—aged care</del>
<del>With a relevant Certificate IV qualification, y</del>	<del>Home care employee level 5—aged care</del>
<del>In a role requiring the employee to train, roster, allocate, plan and/or direct other home care employees.</del>	<del>Home care employee level 5—aged care</del>
<b>Home care employee level 5—aged care</b>	
Pay point 1	Home care employee level 6—aged care
Pay point 2	Home care employee level 6—aged care

**Retained minimum rates of pay for certain classifications**

Clause G.2 only applies to an employee classified under this award on or before XX MONTH 20XX [day before changes take effect] at Home care employee level — aged care, Pay point 2 or Home care employee level 5—aged care, Pay point 2.

The minimum rate of pay applicable to an employee subject to this clause is the higher of:

- (a) the minimum rate of pay that applies to the employee’s translated classification at clause G.1; and
- (b) the minimum rate of pay previously applicable to the employee under the award as at XX MONTH 20XX [day before changes take effect] as

<b>Previous classification</b>	<b>Per week</b>
	\$
<b>Home care employee level 4—aged care</b>	
Pay point 2	1273.30
<b>Home care employee level 5—aged care</b>	
Pay point 2	1391.20



## **Schedule F ~~Schedule H~~—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](#), [PR709080](#), [PR719661](#), [PR729672](#), [PR742256](#), [PR762969](#)]

**F.1H.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.2H.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](http://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.3H.3 Eligibility criteria**

**F.3.1H.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.3.2H.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.4H.4 Supported wage rates**

**F.4.H.4.1** Employees to whom this schedule applies will be paid the applicable percentage of the relevant minimum wage according to the following schedule:

<b>Assessed capacity (clause <u>H.5H.5F.5</u>)</b>	<b>Relevant minimum wage</b>
<b>%</b>	<b>%</b>
10	10
20	20
30	30
40	40
50	50
60	60
70	70
80	80
90	90

[F.4.2 varied by [PR998748](#), [PR510670](#), [PR525068](#), [PR537893](#), [PR551831](#), [PR568050](#), [PR581528](#), [PR592689](#), [PR606630](#), [PR709080](#), [PR719661](#), [PR729672](#), [PR742256](#), [PR762969](#) ppc 01Jul23]

**F.4.2H.4.2** Provided that the minimum amount payable must be not less than **\$102** per week.

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

## **E.5H.5 Assessment of capacity**

**F.5.1H.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.5.2H.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.6H.6 Lodgement of SWS wage assessment agreement**

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

**F.6.1H.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.6.2H.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.7H.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.8H.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.9H.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.10H.10 Trial period**

**F.10.1H.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.10.2H.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.

[F.10.3 varied by [PR998748](#), [PR510670](#), [PR525068](#), [PR537893](#), [PR551831](#), [PR568050](#), [PR581528](#), [PR592689](#), [PR606630](#), [PR709080](#), [PR719661](#), [PR729672](#), [PR742256](#), [PR762969](#) ppc 01Jul23]

**F.10.3H.10.3** The minimum amount payable to the employee during the trial period must be no less than **\$102** per week.

**F.10.4H.10.4** Work trials should include induction or training as appropriate to the job being trialled.

**F.10.5H.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 [H.5H.5F.5](#).

## ~~Schedule G~~Schedule I—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—Part-day Public Holidays inserted by [PR532630](#) ppc 23Nov12; renamed and varied by [PR544519](#) ppc 21Nov13; renamed and varied by [PR557581](#), [PR573679](#), [PR580863](#), [PR598110](#), [PR701683](#); varied by [PR715164](#); deleted by [PR747423](#) ppc 14Nov22]

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**Schedule H ~~Schedule J~~—Agreement to Take Annual Leave in Advance**

[Schedule I—Agreement to Take Annual in Advance inserted by [PR583077](#) ppc 29Jul16; renumbered as Schedule H by [PR747423](#) ppc 14Nov22]

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 I ~~Schedule K~~—Agreement to Cash Out Annual Leave**

[Schedule J—Agreement to Cash Out Annual Leave inserted by [PR583077](#) ppc 29Jul16; renumbered as Schedule I by [PR747423](#) ppc 14Nov22]

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 \_\_\_

[Schedule X—Additional Measures During the COVID-19 Pandemic inserted by [PR718141](#) ppc 08Apr20; varied by [PR720633](#); corrected by [PR720662](#); varied by [PR721438](#), [PR724065](#), [PR728136](#), [PR736911](#), [PR743808](#); deleted by [PR748510](#)]