

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

SUBMISSION OF HEALTH SERVICES UNION

INTRODUCTION

1. These submissions are made in relation to the provisional views expressed by the Fair Work Commissions in its decision [2021] FWCFB 2383 (**Decision**) concerning the Social, Community, Home Care and Disability Services Industry Award (**the Award**), issued on 4 May 2021.
2. The directions include in the Decision have been varied at the request of the parties on two occasions, and these submissions are made in accordance with the revised directions¹ issued on 23 July 2021.
3. These submissions address issues and questions raised by the provisional views in the Decision and the Draft Determinations (**Draft Determination**) of the same date.

Operative Date

4. The HSU supports the Commission’s provisional view of an operative date of the 1 October 2021. The decision was made on 4 May 2021². The Commission has determined the outcome in substance for the majority of variations. Essentially only the form – the Draft Determinations - or the final quantum is the subject of a provisional view for further submissions.

Minimum engagements

5. The HSU supports the decision to vary the current minimum engagement periods to include all part-time and casual employees, and the application of the minimum period to broken shifts, with the provision of a new definition at clause 10.5 by deleting the current 10.4(c), and inserting the following:

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.

¹ [2021] FWCFB 4426

² At [1289] of the Decision

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- *social and community service employees (except when undertaking disability work) – 3 hours’ pay; and*
- *all other employees – 2 hours’ pay.*

Broken Shifts

6. In the Decision the Commission determined to
 - *define a broken shift as consisting of two (2) separate periods of work with a single unpaid break [other than a meal break]*
 - *clarify how it interacts with minimum engagement, and*
 - *provide for the occasional need for a broken shift to contain more than 1 breaks, with a maximum of 2 unpaid breaks.*
7. With the change to the minimum payment at clause 10.5 ensuring that each portion of a broken shift is adequately covered by the provisions, there will probably be less requirement for more than a single break. The HSU is not opposed to a provision to allow for a second break (excluding meal breaks) on the rare occasions that it may be required, and where an employee agrees to working a broken shift with more than a single break.
8. The HSU supports the decision, including the proposal to accommodate the need for a second break during the span of the broken shift, where the employee consents to work such a shift.
9. The HSU is supportive of the proposed additional remuneration in the form of an allowance for the disutility of being required to attend at work on more than one occasion on a single day.
10. HSU supports the provision for a differentiation between the rate for a single break (excluding a meal break), to be paid at 1.7% of the standard rate, and that payable for 2 breaks in a broken shift, at 2.5% of the standard rate.
11. We note that at [550]³ THE Commission has stepped out the disutility for which the allowance/s is payable as compensating for the
 - *length of the working day being extended because the hours are not worked continuously, and*
 - *additional travel time and costs associated with presenting for work on 2 occasions.*

³ [2021] FWCFB 2383

12. The HSU also notes that in considering the AiG view that the impact of current provisions applying varied outcomes for employees working broken shifts is not anomalous, the Commission stated at [535]⁴.
- *We disagree. A broken shift allowance is intended to compensate employees for the disutility of working a broken shift. The way the current term operates means that some employees who work broken shifts will receive no additional remuneration to compensate for the associated disutility. Such an outcome is anomalous; and wrong in principle.*

Draft Determination

13. The applications by each of the Unions concerning broken shifts were aimed at improving the remuneration by reducing the potential for broken shifts to contain multiple breaks, not apply minimum engagements to each period of work, and ensuring that all work, including time traveling between clients, was paid.
14. While the applications varied in their approach, broadly the Unions sought to remove the inequity that sees the payment of shift penalties based only on the finishing time of the broken shift, thereby depriving employees commencing work before 6.00 am recompense for the disutility of an extremely early start, or indeed working overnight, by removing the payment of the night shift penalty where they finish after 6.00 am.
15. The HSU notes that the Bench, in determining an allowance should be paid, defines such an allowance as additional remuneration⁵, and references the provisions of s134(1)(da), which requires the Commission to consider the need for additional remuneration.
16. The proposals by the Unions were rejected at [545] because the proposals did not *‘provide additional remuneration to all employees working broken shifts’*.
17. The Draft Determination provides for
- An allowance for a single unpaid break [other than a meal break]
 - A different allowance for a shift with 2 unpaid breaks [other than a meal break]
 - Provisions around use of a broken shift for 2 unpaid breaks
 - Minimum payment provisions in accordance with clause 10.5
 - Payment for a broken shift

⁴ ibid

⁵ ibid at [557]

- The span of hours for a broken shift
- And finally, a 10 hour break between broken shifts.

18. Clause 25.6(d) of the proposed Draft Determination 25.6(d) reads:

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

19. The Draft Determination mentions neither shift allowances nor public holiday penalty rates.
20. There is nothing in the Decision that states that the Commission intends to remove the payment of either public holiday rates at clause 34 or shift allowances at clause 29 for employees working broken shifts.
21. The HSU submits that if the Decision did intend to remove either or both these penalties, the outcome would be perversely anomalous. Employees working more than 5-6 paid hours [depending on the classification of the employee] during a broken shift span that finished after 8 pm would lose pay.
22. Any employee working a public holiday would be paid only ordinary rates of pay instead of public holiday rates and would stand lose substantially more.
23. Extrapolation of rates for some levels gives an indication of the outcomes if shift and public holiday penalties do not apply for Schedule B – Social and community service employees.

NB: in the tables below

pm means the afternoon shift allowance rate

night means the night shift allowance rate

PH means the public holiday rate

+1 means 1 break allowance proposed in the Decision

+2 means 2 breaks allowance proposed in the Decision

Level	6 hours + pm	6 hours + night	6 hours + 1	6 hours + 2	6 hours PH
2.1	191.74	196.01	187.54	195.59	241.46
3.1	214.33	219.09	207.61	215.66	269.89
4.1	247.18	252.67	236.82	244.87	311.27
5.1	282.78	289.06	268.46	276.51	356.09

24. Schedule E – Home care employees, who do not have the benefit of the ERO rates, also suffer losses.

Level	6 hours + pm	6 hours + night	6 hours + 1	6 hours + 2	6 hours PH
1	147.67	150.95	145.08	156.41	185.95
2.1	156.56	160.04	152.79	164.32	197.16
3.1	159.78	163.33	155.58	167.18	201.20
4.1	174.33	178.20	168.18	180.11	219.52

25. Attached is an appendix showing the calculations for all levels of Schedule B – Social and community employees, using the applicable ERO rates, and Schedule E – Home care employees. The rates used are the rates from the Award prior to 1 July 2021.
26. The calculations show the impact of the loss of shift allowances or the public holiday rates for an employee working 6 paid hours during a broken shift. It shows the remuneration difference between receiving the provisional allowances as proposed by the Commission for a broken shift with 1 unpaid break or 2 unpaid breaks and the shift and public holiday penalties.
27. It is inconceivable to the HSU that it would be the intent of the Commission when seeking to remove the inequities of the current provisions and provide additional remuneration for all employees working broken shifts to lower the remuneration of the workers under this Award.

Overtime for day workers

28. At [556] of the Decision the Commission provides a provisional view that an employee who is a day worker (including part-time and casual employees) who performs work outside the ordinary span of hours (including as part of a period of work in a broken shift) should be entitled to overtime for such work.
29. Taking the example provide by the Commission⁶ the HSU thinks that the intention of the Commission was to ensure that an employee working a broken shift would receive overtime rates for any hours outside the hours of 6 am – 8 pm Monday to Sunday [clause 25.2(a)].
30. If so, we submit that the view taken and the Draft Determination to provide for a ‘day worker’ to be paid overtime for work outside the ‘span of hours’ in the broken shift provision, will not function as intended when taken with the definitions of day worker and shiftworker at clause 25.2, and the provisions at clause 29 shiftwork.
31. The span of hours clause at 25.2 states:

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.

32. The shiftwork clause at 29 details shiftwork and the applicable penalty rates:

⁶ at [491]

- (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

33. The Draft Determination at 28.1(b)(iv) provides the following:

- (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.* [emphasis added]

34. Taking the example provided at [491] of the Decision we submit that a worker rostered to work a broken shift finishing at 8.15 pm is arguably a shiftworker given the shift is rostered to finish after 8.00 pm. As a shiftworker they would be entitled to shift penalties but would not be entitled to overtime for working outside the span of hours. The provision for overtime applies only to a day worker.

Travel time

- 35. The HSU acknowledges the interrelationship between the travel time claims and the likely impacts of the Decision concerning minimum payment periods and broken shifts on employees being rostered for at least some of the time they are travelling.
- 36. We agree with the Commission's provisional view that employees should be paid for the travel they are required to undertake during their working day, and between work sites, whatever and wherever those sites are.
- 37. We submit that unless the broken shift provisions provide for prohibition against an employee being required to travel during the unpaid break in a shift or their meal break, employees are still likely to be required to travel without being paid.
- 38. The HSU continues to press for an outcome that will ensure that employees are paid for their time in travelling, however we believe travel time should be dealt with in conference before the Fair Work Commission.

Remote response

- 39. The HSU supports the Decision to include a term dealing with remote response work performed outside the normal working hours of employees, including the framework provisionally proposed by the Commission for
 - A shorter minimum payment for an employee receiving an on call allowance;

- Discrete activity within the minimum payment period not triggering an additional payment;
 - A definition of 'remote response' work or duties, and the essential framework of the ABI proposal;
 - A mechanism for recording work / time;
 - The minimum payment periods proposed for an employee receiving the on call allowance.
40. The HSU notes that even with these proposals the Commission expressed no view on the payment to apply to the periods, or the minimum payment period and pay to apply to employees not rostered to be available and therefore not in receipt of the on call allowance.
41. The HSU supports ongoing discussions in relation to the remote response provisions being referred to further conference before the Fair Work Commission.

Client cancellation

42. The Commission Decision to significantly change the application of the client cancellation provision is made to include the following:
- There will be a client cancellation clause in the Award;
 - The clause will apply to home care and disability services;
 - The option to withhold payment as a general principle [subject to caveats] will be removed;
 - Where the employer offers make-up time the following conditions apply:
 - i. The time to be rostered in accordance with 25.5(a)
 - ii. There must be consultation with the employee about the timing of the replacement work prior to rostering;
 - iii. The shift can be rostered within the employee's skill and capacity with other duties or clients.
43. HSU opposed the continued operation of the clause in its entirety and the alternate proposals to extend the operation of the clause. The Commission Decision is clear, and HSU supports the Draft Determination.
44. The HSU supports the provisional views and the Draft Determination that notification of cancellation must be made more than 12 hours prior to the shift before the employee can be asked to work a make-up time shift, and that such make-up time must be rostered within 6 weeks of the cancelled shift.

Damaged clothing

45. The HSU notes the Decision of the Commission to support the inclusion of a provision for reimbursement of damaged clothing, without an exclusion for negligence [889-890]. This matter was the subject of a conference before the Commission in late May. HSU supports further conferencing of this matter to finalise a suitable variation.

Overtime for part-time workers

46. The HSU maintains their position that overtime should be paid to part-time employees beyond their guaranteed hours or the shift for which they are rostered.
47. The HSU also notes that the Commission in rejecting this position in the Decision has expressed a provisional view to include provision
- *to make the voluntary status of working additional hours clear, and*
 - *to introduce a mechanism for part-time employees who regularly work additional hours to have their guaranteed hours reviewed and increased, which the employer cannot unreasonably refuse.*
48. The HSU notes the example in the Draft Determination providing that reasonable business grounds for home care employees *may also include lack of continuity of funding, changes in client numbers and client preferences.*
49. The HSU submits that such provision would mean that an employer could always cite reasonable business grounds in relation to home care employees regardless of the permanency of the performance of additional hours and the length of time they'd been performed. We do not support the inclusion of such an exemption.
50. The HSU otherwise supports the inclusion of the mechanism for review.

24-hour care

51. The provisional view of the Commission in September 2019⁷ to continue provision for such a shift has now been confirmed in this Decision and is not disputed by the HSU. The Commission also acknowledged in the September 2019 decision that the existing clause did not provide a fair and relevant minimum safety net.⁸
52. The HSU participated in the conferences in 2019 for resolution of some of the matters at issue and agrees with the recitation of the Report in relation to the Unions' position:

⁷ [2019] FWCFB 6067

⁸ [2019] FWCFB 6067 at [103]

- *the Unions indicate that clause 25.8(a) of the ABI preferred draft reflects the terms of the current Award provision and do not propose any amendment to this clause*
- *the Unions agree that it is appropriate that a 24-hour-care shift should only be worked by agreement as per 25.8(b) of ABI's preferred draft*
- *the Unions indicate that clause 31.2(a) of the ABI preferred draft reflects the terms of the current Award provision and do not propose any amendment to this clause, and*
- *the Unions agree that employees who regularly work 24-hour-care shifts should be classified as a shift worker for the purposes of the NES. For clarity, the Unions propose that 'regularly' is defined within sub-clause 31.2(b):*

'For the purposes of this sub clause, an employee will regularly work 24 hour care shifts if the employee works four or more 24 hour care shifts during the yearly period in respect of which their annual leave accrues'

53. The HSU notes the Decision that the 24-hour-care clause be retained in an amended form and the deficiencies⁹ in the clause be addressed:

- *the clause is silent as to what happens when an employee is required to work more than 8 hours*
- *there is a lack of certainty about the hours of work of an employee*
- *the clause is unclear regarding aspects relating to sleeping*
- *it does not specify that an employee may refuse to work more than 8 hours on a 24-hour shift, and*
- *it does not specify that employees are to be provided with a safe and clean place to sleep.*

54. The HSU supports the Draft Determination, including the provisions at 31.2 Quantum of leave that provides for an employee working more than eight 24-hour-care shifts to be a shiftworker for the purposes of an additional week's annual leave.

Sleepover

55. The HSU notes the Decision to vary clause 25.7 to provide additional access to facilities and supports the Draft Determination.

⁹ At [1003]

Equal remuneration order

56. The HSU notes the Decision of the Commission to depart from their previous provision view issued in a statement of 26 November 2020 and supports the Draft Determination.

Conference

57. The HSU welcomes the Statement¹⁰ of today's date advising that the joint request for a further Conference concerning two matters – remote response and damaged clothing – has been granted.

¹⁰ [2021] FWCFB 4716

Schedule B - social and community service employees

Level	weekly	hourly	penalty rate	2000-2400	6 hours	Diff 1 break	Diff 2 break
1.1	\$ 840.10	\$ 22.11	\$ 2.76	\$ 24.87	\$ 149.23	\$0.52	\$8.57
1.2	\$ 868.50	\$ 22.86	\$ 2.86	\$ 25.71	\$ 154.27	-\$0.04	\$8.01
1.3	\$ 899.50	\$ 23.67	\$ 2.96	\$ 26.63	\$ 159.78	-\$0.65	\$7.40
2.1	\$ 1,079.45	\$ 28.41	\$ 3.55	\$ 31.96	\$ 191.74	-\$4.20	\$3.85
2.2	\$ 1,113.27	\$ 29.30	\$ 3.66	\$ 32.96	\$ 197.75	-\$4.87	\$3.18
2.3	\$ 1,147.10	\$ 30.19	\$ 3.77	\$ 33.96	\$ 203.76	-\$5.54	\$2.51
2.4	\$ 1,177.85	\$ 31.00	\$ 3.87	\$ 34.87	\$ 209.22	-\$6.15	\$1.90
3.1	\$ 1,206.58	\$ 31.75	\$ 3.97	\$ 35.72	\$ 214.33	-\$6.71	\$1.34
3.2	\$ 1,241.23	\$ 32.66	\$ 4.08	\$ 36.75	\$ 220.48	-\$7.40	\$0.65
3.3	\$ 1,267.69	\$ 33.36	\$ 4.17	\$ 37.53	\$ 225.18	-\$7.92	\$0.13
3.4	\$ 1,293.64	\$ 34.04	\$ 4.26	\$ 38.30	\$ 229.79	-\$8.43	-\$0.38
4.1	\$ 1,391.54	\$ 36.62	\$ 4.58	\$ 41.20	\$ 247.18	-\$10.36	-\$2.31
4.2	\$ 1,427.98	\$ 37.58	\$ 4.70	\$ 42.28	\$ 253.65	-\$11.08	-\$3.03
4.3	\$ 1,464.67	\$ 38.54	\$ 4.82	\$ 43.36	\$ 260.17	-\$11.81	-\$3.76
4.4	\$ 1,497.28	\$ 39.40	\$ 4.93	\$ 44.33	\$ 265.96	-\$12.45	-\$4.40
5.1	\$ 1,591.94	\$ 41.89	\$ 5.24	\$ 47.13	\$ 282.78	-\$14.32	-\$6.27
5.2	\$ 1,626.05	\$ 42.79	\$ 5.35	\$ 48.14	\$ 288.84	-\$14.99	-\$6.94
5.3	\$ 1,664.00	\$ 43.79	\$ 5.47	\$ 49.26	\$ 295.58	-\$15.74	-\$7.69
6.1	\$ 1,739.22	\$ 45.77	\$ 5.72	\$ 51.49	\$ 308.94	-\$17.23	-\$9.18
6.2	\$ 1,777.58	\$ 46.78	\$ 5.85	\$ 52.63	\$ 315.75	-\$17.98	-\$9.93
6.3	\$ 1,816.08	\$ 47.79	\$ 5.97	\$ 53.77	\$ 322.59	-\$18.74	-\$10.69
7.1	\$ 1,881.07	\$ 49.50	\$ 6.19	\$ 55.69	\$ 334.14	-\$20.03	-\$11.98
7.2	\$ 1,920.55	\$ 50.54	\$ 6.32	\$ 56.86	\$ 341.15	-\$20.81	-\$12.76
7.3	\$ 1,959.60	\$ 51.57	\$ 6.45	\$ 58.01	\$ 348.09	-\$21.58	-\$13.53
8.1	\$ 2,040.88	\$ 53.71	\$ 6.71	\$ 60.42	\$ 362.52	-\$23.18	-\$15.13
8.2	\$ 2,080.90	\$ 54.76	\$ 6.85	\$ 61.61	\$ 369.63	-\$23.97	-\$15.92
8.3	\$ 2,121.21	\$ 55.82	\$ 6.98	\$ 62.80	\$ 376.79	-\$24.77	-\$16.72

Schedule E - home care employees

Level	weekly	hourly	penalty rate	2000-2400	6 hours	Diff 1 break	Diff 2 break
1	\$831.30	\$21.88	\$2.73	\$24.61	\$147.67	\$0.69	\$8.74
2.1	\$881.40	\$23.19	\$2.90	\$26.09	\$156.56	-\$0.30	\$7.75
2.2	\$887.40	\$23.35	\$2.92	\$26.27	\$157.63	-\$0.41	\$7.64
3.1	\$899.50	\$23.67	\$2.96	\$26.63	\$159.78	-\$0.65	\$7.40
3.2	\$927.20	\$24.40	\$3.05	\$27.45	\$164.70	-\$1.20	\$6.85
4.1	\$981.40	\$25.83	\$3.23	\$29.05	\$174.33	-\$2.27	\$5.78
4.2	\$1,001.00	\$26.34	\$3.29	\$29.63	\$177.81	-\$2.66	\$5.39
5.1	\$1,052.20	\$27.69	\$3.46	\$31.15	\$186.90	-\$3.67	\$4.38
5.2	\$1,093.70	\$28.78	\$3.60	\$32.38	\$194.28	-\$4.49	\$3.56

Allowance rates

1 break 2 break

\$ 17.10 \$ 25.15

1 break = 1.7% of the standard rate at level 3.3 of Schedule B [without the ERO]

2 break = 2.5% of the standard rate at level 3.3 of Schedule B [without the ERO]

Level means the classification level

Weekly means the weekly wage at the relevant level

Hourly means the weekly wage divided by 38

Penalty rate means the applicable additional per hourly rate

2000-2400 means the afternoon shift hourly rate

6 hours means the penalty hourly rate x 6

Diff 1 break means the difference between what would be paid for 6 hours with the shift allowance versus 6 hours with only the 1

Diff 2 break means the difference between what would be paid for 6 hours with the shift allowance versus 6 hours with only the 2

2400-0600 means the night shift hourly rate

penalty rate	2400-0600	6 hour	Diff 1 break	Diff 2 break
\$ 3.32	\$ 25.42	\$ 152.54	-\$2.80	\$5.25
\$ 3.43	\$ 26.28	\$ 157.70	-\$3.47	\$4.58
\$ 3.55	\$ 27.22	\$ 163.33	-\$4.20	\$3.85
\$ 4.26	\$ 32.67	\$ 196.01	-\$8.47	-\$0.42
\$ 4.39	\$ 33.69	\$ 202.15	-\$9.27	-\$1.22
\$ 4.53	\$ 34.71	\$ 208.29	-\$10.07	-\$2.02
\$ 4.65	\$ 35.65	\$ 213.87	-\$10.80	-\$2.75
\$ 4.76	\$ 36.51	\$ 219.09	-\$11.48	-\$3.43
\$ 4.90	\$ 37.56	\$ 225.38	-\$12.30	-\$4.25
\$ 5.00	\$ 38.36	\$ 230.19	-\$12.92	-\$4.87
\$ 5.11	\$ 39.15	\$ 234.90	-\$13.54	-\$5.49
\$ 5.49	\$ 42.11	\$ 252.67	-\$15.86	-\$7.81
\$ 5.64	\$ 43.22	\$ 259.29	-\$16.72	-\$8.67
\$ 5.78	\$ 44.33	\$ 265.95	-\$17.59	-\$9.54
\$ 5.91	\$ 45.31	\$ 271.87	-\$18.36	-\$10.31
\$ 6.28	\$ 48.18	\$ 289.06	-\$20.60	-\$12.55
\$ 6.42	\$ 49.21	\$ 295.26	-\$21.41	-\$13.36
\$ 6.57	\$ 50.36	\$ 302.15	-\$22.31	-\$14.26
\$ 6.87	\$ 52.63	\$ 315.81	-\$24.09	-\$16.04
\$ 7.02	\$ 53.80	\$ 322.77	-\$25.00	-\$16.95
\$ 7.17	\$ 54.96	\$ 329.76	-\$25.91	-\$17.86
\$ 7.43	\$ 56.93	\$ 341.56	-\$27.45	-\$19.40
\$ 7.58	\$ 58.12	\$ 348.73	-\$28.39	-\$20.34
\$ 7.74	\$ 59.30	\$ 355.82	-\$29.31	-\$21.26
\$ 8.06	\$ 61.76	\$ 370.58	-\$31.24	-\$23.19
\$ 8.21	\$ 62.97	\$ 377.85	-\$32.18	-\$24.13
\$ 8.37	\$ 64.19	\$ 385.17	-\$33.14	-\$25.09

Public Holidays - 6 hours	Diff 1 break	Diff 2 break
\$ 187.92	-\$38.17	-\$30.12
\$ 194.27	-\$40.04	-\$31.99
\$ 201.20	-\$42.08	-\$34.03
\$ 241.46	-\$53.92	-\$45.87
\$ 249.02	-\$56.14	-\$48.09
\$ 256.59	-\$58.37	-\$50.32
\$ 263.47	-\$60.39	-\$52.34
\$ 269.89	-\$62.28	-\$54.23
\$ 277.64	-\$64.56	-\$56.51
\$ 283.56	-\$66.30	-\$58.25
\$ 289.37	-\$68.01	-\$59.96
\$ 311.27	-\$74.45	-\$66.40
\$ 319.42	-\$76.85	-\$68.80
\$ 327.62	-\$79.26	-\$71.21
\$ 334.92	-\$81.41	-\$73.36
\$ 356.09	-\$87.63	-\$79.58
\$ 363.72	-\$89.88	-\$81.83
\$ 372.21	-\$92.37	-\$84.32
\$ 389.04	-\$97.32	-\$89.27
\$ 397.62	-\$99.85	-\$91.80
\$ 406.23	-\$102.38	-\$94.33
\$ 420.77	-\$106.65	-\$98.60
\$ 429.60	-\$109.25	-\$101.20
\$ 438.33	-\$111.82	-\$103.77
\$ 456.51	-\$117.17	-\$109.12
\$ 465.46	-\$119.80	-\$111.75
\$ 474.48	-\$122.45	-\$114.40

penalty rate	2400-0600	6 hour	Diff 1 break	Diff 2 break
\$3.28	\$25.16	\$150.95	-\$2.59	\$5.46
\$3.48	\$26.67	\$160.04	-\$3.78	\$4.27
\$3.50	\$26.86	\$161.13	-\$3.92	\$4.13
\$3.55	\$27.22	\$163.33	-\$4.20	\$3.85
\$3.66	\$28.06	\$168.36	-\$4.86	\$3.19
\$3.87	\$29.70	\$178.20	-\$6.14	\$1.91
\$3.95	\$30.29	\$181.76	-\$6.61	\$1.44
\$4.15	\$31.84	\$191.06	-\$7.82	\$0.23
\$4.32	\$33.10	\$198.59	-\$8.80	-\$0.75

Public Holidays - 6 hours	Diff 1 break	Diff 2 break
\$185.95	-\$37.59	-\$29.54
\$197.16	-\$40.89	-\$32.84
\$198.50	-\$41.28	-\$33.23
\$201.20	-\$42.08	-\$34.03
\$207.40	-\$43.90	-\$35.85
\$219.52	-\$47.47	-\$39.42
\$223.91	-\$48.76	-\$40.71
\$235.36	-\$52.12	-\$44.07
\$244.64	-\$54.85	-\$46.80

. break broken shift allowance

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