

## AM2018/26 HSU Proposed clauses for discussion Thursday 19 August

### CONFIDENTIAL DRAFT WITHOUT PREJUDICE

#### Damaged Clothing

##### 20.3 Laundering, repairs and replacement of clothing other than uniforms

- (a) If during any day or shift, the clothing of an employee is soiled in the course of their performance of duties required by their employer, the employee will be paid the laundry allowance in accordance with clause 20.2(b)
- (b) If the clothing of an employee is soiled or damaged (excluding normal wear and tear), in the course of their performance of duties required by their employer and to the extent that its repair or replacement is necessary, the employer must reimburse the employee for the reasonable cost of repairing or replacing the item.
- (c) Provided that:
  - (i) The employee must notify the employer of soiling, and/or damage to their clothing as soon as practical after the event, and
  - (ii) The employee will comply with a request from the employer to provide evidence that would satisfy the reasonable person, and
  - (iii) An employee must comply with the provisions of 20.2(d) and wear any protective or safety equipment provided.
- (d) This clause will not apply where an employee is permitted or required to wear a uniform supply by the employer in accordance with 20.2(a)

#### Remote Response

##### 20.9 On call allowance

- (a) An employee required by the employer to be on call (i.e. available for recall to duty or to perform remote response duties) will be paid an allowance of 2.0% of the [standard rate](#) in respect to any 24 hour period or part thereof during the period from the time of finishing ordinary duty on Monday to the time of finishing ordinary duty on Friday.
- (b) The allowance will be 3.96% of the [standard rate](#) in respect of any other 24 hour period or part thereof, or any public holiday or part thereof.

##### 28.4 Recall to work overtime

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

##### 28.6 Remote response

- (a) Remote response duties mean the performance of the following activities outside of the employee's rostered ordinary hours:
  - (i) responding to phone calls, messages or emails;
  - (ii) providing advice ('phone fixes');

- (iii) arranging call out/rosters of other employees; and
- (iv) remotely monitoring and/or addressing issues by remote telephone and/or computer access;

**(b) Remote Response when on call:**

- (i) Any employee who is required on call and who is required to perform remote response duties between 6.00am and 10.00pm in any day, will be paid:
  - (A) at the employee's minimum rate of pay with shift penalties, weekend rates, overtime and public holiday rates of pay paid according to clauses 26, 28, 29 and 43;
  - (B) with a minimum payment of 30 minutes, rounded up to the nearest 15 minutes; and
  - (C) any further requests to perform remote response work will be paid an additional 30 minutes for each time so requested provided that multiple remote response requests made and concluded within the same hour shall be compensated within the same 30 minutes' hour's payment.
- (i) Any employee who is required on call and who is required perform remote response duties between 10.00pm and 6.00am in any day the employee will be paid:
  - (A) at the employee's minimum rate of pay with shift penalties, weekend rates, overtime and public holiday rates of pay paid according to clauses 26, 28, 29 and 43;
  - (B) with a minimum payment of 1 hour, rounded up to the nearest 15 minutes; and
  - (C) any further requests to perform remote response work will be paid an additional one hour for each time so requested provided that multiple remote response requests made and concluded within the same hour shall be compensated within the same one hour's payment.

**(c) Remote Response when not on call**

An employee who is not required to be on call and who is required to perform remote response duties will:

- (A) at the full-time overtime rate;
- (B) with a minimum payment of one hour;
- (C) where work exceeds one hour, payment will be made at the prescribed overtime rate for the duration of the work; and
- (D) any further requests to perform remote response work will be paid an additional one hour for each time so requested provided that multiple remote response requests made and concluded within the same hour shall be compensated within the same one hour's payment.

- (d) An employee performing remote response duties will be required to maintain and provide to the employer a time sheet of the length of time taken in dealing with each matter remotely for each day commencing from the first remote response.

## **Broken Shifts**

### **20.10 Broken Shift Allowance**

- (a) An employee required to work a broken shift 1 unpaid break in accordance with clause 25.6(a) will be paid an allowance of 1.7% of the standard rate, per broken shift.
- (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 2.5% of the standard rate, per broken shift.

### **25.6 Broken shifts**

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

- (a) **Broken shift with 1 unpaid break**
  - (i) An employer may only roster an employee to work a broken shift of 2 periods of work with 1 unpaid break (other than a meal break).
  - (ii) An employee rostered to work a broken shift with 1 unpaid break must be paid the allowance in clause 20.10(a).
- (b) **Agreement to work a broken shift with 2 unpaid breaks**
  - (i) Despite clause 25.6(a), an employer and an employee may agree that the employee will be rostered to 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 on each occasion that the employee will be rostered to work a broken shift with 2 unpaid breaks.
  - (ii) An employee rostered to work a broken shift with 2 unpaid breaks must be paid the allowance in clause 20.10(b).
- (c) Where a break in work falls within a minimum payment period in accordance with clause 10.5 then it is to be counted as time worked and does not constitute a break in a shift for the purposes of clause 25.6(a)(i) or clause 25.6(b)(i).
- (d) **Payment** for a broken shift will be at ordinary pay with shift, weekend, overtime, and public holidays penalty rates to be paid in accordance with [clauses 26, 28, 29 and 34](#).
- (e) The span of hours for a broken shift is up to 12 hours. All work performed beyond a span of 12 hours will be paid at double time.
- (f) An employee must receive a minimum break of 10 hours between broken shifts rostered on successive days.

### **27.3 Travel during meal and tea breaks**

If an employer requires an employee to travel during a meal break or a tea break that time spent travelling will count as work and will be paid as such for the purposes of this clause.