

# UNITED VOICE TRANCHE 2 DRAFT DETERMINATIONS

*Fair Work Act 2009*

s.156–4 yearly review of modern awards

## **4 yearly review of modern awards**

[AM2018/26]

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

[MA0000100]

Social, community, home care and disability

ROSS, PRESIDENT

SYDNEY, XX YYY 2019

*4 yearly review of modern awards*

A. Further to the Full Bench decision issued by the Fair Work Commission on XX XXX 2019<sup>1</sup>, the above award is varied as follows:

1. By inserting new clause 20.2(b) at clause 20.2 as follows:

*20.2(b) An adequate number of uniforms should allow an employee to work their agreed hours of work in a clean uniform without having to launder work uniforms more than once a week.*

2. By renumbering clauses 20.2 (b) to (d) as clauses 20.2 (c) to (e) respectively.

3. By amending clause 20.6 as follows:

### ***20.6 Telephone allowance***

*(a) 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.*

*(b) Where the employer requires an employee to use a mobile phone for the purpose of being on call, for the performance of work duties or to access work related information, the employer will either:*

*(i) provide a mobile phone fit for purpose and cover the cost of any subsequent charges; or*

*(ii) provide a mobile phone and reimburse subsequent costs on the production of receipts, or*

---

<sup>1</sup> [Insert decision reference]

*(iii) reimburse the employee for the cost of the phone and its use according to clause (c).*

*(c) Where the employer requires the employee to use the employee's own mobile phone in the course of employment:*

*(i) where the mobile telephone is provided under a mobile phone plan from a telecommunications provider, the employer and employee must agree in writing on the amount of reasonable reimbursement payable by the employer to the employee for the use of the employee's mobile phone in the course of employment provided that such reimbursement must not be less than 50% of the cost of the employee's monthly mobile phone plan, up to a maximum monthly phone plan of \$100; or*

*(ii) where the mobile phone is a pre-paid mobile phone, the employer and employee must agree in writing on the amount of reasonable reimbursement payable by the employer to the employee for the use of the employee's pre-paid mobile phone.*

*(d) If requested, the employee must provide the employer with a copy of the mobile phone plan associated with the mobile telephone to be used by the employee in the course of employment.*

*(e) If the employee enters into a new mobile phone plan or arrangement with a telecommunications provider entitling the employee to a different allowance under this sub-clause, the new allowance will become payable from the first full pay period after the date the employee provides the employer with a true copy of the new mobile phone plan.*

4. By amending clause 25.5(d)(i) as follows:

*(i) Seven days' notice will be given of a change in a roster. Full time and part time employees will be entitled to the payment of overtime for roster changes where seven days' notice is not provided.*

5. By deleting clause 25.6(b) and inserting the following:

*25.6(b) Payment for a broken shift will be at ordinary pay with penalty rates and shift allowances in accordance with clause 29—Shiftwork, with shift allowances being determined by the starting or finishing time of the broken shift, whichever is the greatest.*

6. By amending clause 25.6(a) as follows:

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

*(a) For the purposes of this award a broken shift is a shift where an employee works in two separate periods of duty on any day within a maximum spread of twelve (12) hours and where the break between periods exceeds one hour.*

7. By inserting new clause 25.7 Travel time as follows:

*Clause 25.7 Travel time*

*(a) Where an employee is required to work at different locations they shall be paid at the appropriate rate for reasonable time of travel from the location of the preceding client to the location of the next client, and such time shall be treated as time worked. The travel allowance in clause 20.5 also applies.*

*(b) This clause does not apply to travel from the employee's home to the location of the first client nor does it apply to travel from the location of the last client to the employee's home.*

8. By renumbering clause 25.7 as 25.8.

- B. This determination will come into operation from XX YYY 2019. In accordance with s.165(3) of the *Fair Work Act 2009* (Cth) these items do not take effect until the start of the first full pay period that starts on or after XXX XXXX 2019.

PRESIDENT

## IN THE FAIR WORK COMMISSION

Matter No: 2018/26

Section 156 - Four Yearly Review of Modern Awards – *Social, Community, Home Care and Disability Services Industry Award 2010* – Substantive review

### **OUTLINE OF FURTHER SUBMISSIONS IN REPLY OF UNITED VOICE**

1. This submission is made in accordance with the amended directions of the Fair Work Commission ('the Commission') dated 13 September 2019, and is made in reply to the submissions made by Australian Business Industrial ('ABI'), the NSW Business Chamber, Aged & Community Services Australia and Leading Age Services Australia, AFEI, and Business SA in response to union claims to vary the *Social, Community, Home Care and Disability Services Industry Award 2010* ('the Award'). ABI, the NSW Business Chamber, Aged & Community Services Australia and Leading Age Services Australia will be collectively referred to as '*ABI and others*' within this submission.
2. In this submission, we respond to key issues raised within the various employers' submissions. Otherwise we rely on our submission filed on 15 February 2019.

#### **S2 - Travel time claim**

##### *Queensland proceedings*

3. United Voice is assisting members employed as home care workers, Margaret Blackhurst, Deon Fleming, Trish Stewart and Tanya McKenzie, in the Queensland Magistrates Court ('the Queensland proceedings') for unpaid work related to travel.<sup>1</sup> These proceedings were filed with the Court in June 2019 following an attempt to resolve the matter through an industrial dispute lodged with the Commission. The employer refused to consent to the arbitration of the dispute and this necessitated the commencement of the Queensland proceedings. The Queensland proceedings have not yet been determined and the employer is seeking a stay of the proceedings on the basis that this review of the Award is incomplete.<sup>2</sup>
4. The basis of our claim in the Queensland proceedings is that where an employer directs an employee to travel between different locations, then that time spent travelling is time worked and should be paid at the applicable rate of pay. This is especially the case with home care workers under the Award as their work is '*domestic assistance*' of clients in their residences

---

<sup>1</sup> Matter numbers MEC/2019/24, MEC/2019/27, MEC/2019/28 and MEC/2019/29.

<sup>2</sup> See witness statement of United Voice Industrial Officer Jared Marks signed 3 October 2019.



and this necessarily means travel to and between clients' residences. When a home care worker undertakes travel it is done at the direction of the employer and is part of the 'job'. We regard this as the proper legal state of the employment relationship between an employer and an award reliant home care worker.

5. However, as is apparent many employers do not share this view. The Queensland proceedings clearly demonstrate this. United Voice is seeking to address this by prosecuting one employer in the Queensland Magistrates Court *and* by seeking a variation to the Award to clarify the position of home care workers and other employees under the Award directed by their employer to undertake travel as part of their duties. Our claim concerning travel time in this review is not a concession that travel time is not currently payable. The variation is necessary due to the apparent uncertainty concerning the Award travel time provisions. The Award should clearly identify that work related travel for home care workers is work.

#### *Response to employer submissions*

6. The employer submissions in reply to our travel time claim vary. ABI and others state in their submission, dated 13 September 2019, that to the extent the Commission finds the existing broken shifts clause does not meet the modern awards objective; then the appropriate manner in which to deal with the travel time issue is to introduce an allowance.<sup>3</sup> United Voice opposes travel time being compensated by way of an allowance.
7. When an employer directs an employee to undertake work at different locations, the employee is in service to the employer, and the time spent travelling between those locations is properly regarded as time *worked*. The proper approach for time worked is payment at the applicable rate of pay, in accordance with the employee's classification under the Award. An allowance should not be paid for what are hours of work. Allowances deal with some additional duty, out of pocket expense or disutility experienced in addition to the employee performing work. The Award currently contains an allowance for out of pocket travel expenses.<sup>4</sup> The current extraordinary practise of some employers in the sector is that the entire cost of travel is shifted on to low income home care workers. This includes travel which in a traditional employment law analysis would be considered part of work.
8. ABI and others argue that there are difficulties with considering travel time as time worked. Australian Industry Group (AiG) also raises similar issues in their submission, dated 16 September 2019.<sup>5</sup> This submission is inconsistent with the wide spread current and ostensibly successful recognition of travel time within other modern awards and other instruments. It is commonplace to treat travel time as time worked.

---

<sup>3</sup> Submission in reply of ABI and others re: travel time dated 13 September 2019, paragraph 9.2.

<sup>4</sup> Clause 20.5.

<sup>5</sup> Submission in reply of AiG re: travel time dated 16 September 2019, part 6.

9. The pre-award modernisation *Community Services (Home Care Service of New South Wales) Care Workers Award 2002* recognised travel time as ‘work’ for all purposes. Clause 25.4 of this award noted:
- ‘All travel time between clients during an engagement shall be regarded as time worked for all purposes of the award.’*
10. Numerous other modern awards recognise that travel time as time worked. **Attachment A – ‘Table of travel time clauses’** provides many examples of travel being treated as work. Annexure A is not a comprehensive list. Whilst the circumstances of work related travel under different modern awards vary, the various clauses demonstrate that it is practical to recognise travel time as time worked and is *prima facie* part of a fair and relevant safety-net of conditions
11. ABI and others have raised a concern about whether United Voice’s travel time claim is intended to regard ‘*reasonable time of travel*’ as ‘*time worked*’ for all purposes.<sup>6</sup> The United Voice travel time draft determination states that such time will be treated as ‘*time worked*’ and no exclusions are listed. Our proposed clause is intended to ensure that it is clear that travel time is time worked for *all* purposes including the calculation of ordinary time hours worked, the accumulation of leave and in respect of any work, health and safety obligations.
12. For clarity, we confirm that our travel time clause is intended to apply to social and community services employees when undertaking disability services work and home care employees.
13. NDS in their submission, dated 16 September 2019, state that a minimum engagement period or a travel allowance could compensate for travel in between breaks.<sup>7</sup> Minimum engagement periods are important in providing employees with fair periods of work, and United Voice supports the HSU claim for minimum engagement periods. However, minimum engagement periods cannot solely resolve the issue of unpaid travel time. United Voice opposes an allowance to compensate for travel time for the reasons discussed above in response to the submissions of ABI and others.
14. AFEI argue in their submission, dated 17 September 2019, that if the travel time claim was accepted, the proposed variation would mean that service providers would be delivering less direct care services for the same number of employee hours.<sup>8</sup> We would note that some employers do already pay for travel time, and where it is not paid, the employee is effectively subsidising the cost of service provision. It is not in any way ‘*fair*’ for an employee, particularly a low paid employee, to subsidise the cost of service provision.

---

<sup>6</sup> Submission in reply of ABI and others re: travel time, paragraph 8.32.

<sup>7</sup> Submission in reply of NDS dated 16 September 2019 re: travel time, paragraphs 39-40.

<sup>8</sup> Submission in reply of AFEI re: travel time dated 17 September 2019, paragraph 16.

15. The AiG raises the issue of funding and the payment of travel time.<sup>9</sup> As indicated in the AiG's own submission, a NDIS service provider does have the capacity to claim for travel time (within certain time limits) as part of revenue received.<sup>10</sup> In the home care sector, providers and the client must enter into a Home Care Agreement prior to service provision.<sup>11</sup> The Home Care Agreement is a legal agreement that sets out how services will be provided, who will provide the service, the cost of the service and what comprises the cost of the service. Service providers can and it is intended that they should negotiate appropriate terms and conditions within Home Care Agreement to 'price in' travel as part of the work for the service that will be provided.

16. In the Decision<sup>12</sup> on the Tranche 1 issues within the Award, the Commission stated that:

*[137] In the context of the provision of social services where employers are largely dependent on government funding, or, in the case of the NDIS, a fixed price, we are cognisant of the fact that significant unfunded employment cost increases may result in a reduction in services to vulnerable members of the community – a point made by the NDS. But such outcomes are a consequence of current funding arrangements, which are a matter for Government. Further, as we have mentioned earlier (at [75] above) the evidence as to the impact of the recent budgetary increase to the NDIS is somewhat unsatisfactory. Nor was there much consideration given to the extent to which the impact of an increase in casual overtime work and work on weekends and public holidays may be ameliorated by the utilisation of part time and full time employees.*

*[138] The Commission's statutory function is to ensure that modern awards, together with the NES, provide a fair and relevant minimum safety net. It is not the Commission's function to make any determination as to the adequacy (or otherwise) of the funding models operating in the sectors covered by the SCHADS Award. The level of funding provided and any consequent impact on service delivery is a product of the political process; not the arbitral task upon which we are engaged.*

*[139] We recognise that it may take time for a funding arrangement to adapt to a change in circumstances, such as an increase in employment costs occasioned by a variation to the award safety net. Such matters can be addressed by appropriate transitional arrangements.'*

17. We trust a similar approach will be adopted in respect of the Tranche 2 matters and agree with the Commission's insightful analysis. The main issue is whether this Award provides a 'fair and relevant' minimum safety net of terms and conditions. It is 'fair and relevant' for a modern award covering a significant number of low paid employees in an industry in which travel between clients is a core part of the role, to clearly ensure that employees are paid for time spent travelling between those locations as time worked.

---

<sup>9</sup> Submission in reply of AiG re: travel time, part 5.

<sup>10</sup> Submission in reply of AiG re: travel time, paragraph 46.

<sup>11</sup> <https://www.myagedcare.gov.au/agreeing-home-care-package>

<sup>12</sup> [2019] FWCFB 6067.

18. As the funding model assumes that travel time will be incorporated into the cost of the service when agreements are negotiated between clients and providers, there is clear scope for the current funding arrangements to accommodate work travel. If service providers underestimate or fail to account for travel when negotiating client service agreements this is not a cost that should then be borne by the employee. Alternatively, if providers are pricing travel within its provision of services to clients and being paid for travel undertaken by its employees but not paying the employee for travel this is entirely inappropriate.
19. The absence of clear provisions within the Award concerning travel time allows for such possibilities and the evidence indicates that very clear '*sign posts*' are necessary concerning the obligation of employers to treat employer directed travel as work.

### **S37 - Broken shifts claim**

20. United Voice has a claim in these proceedings to limit the number of breaks between broken shifts to one (*i.e.* a maximum of two portions within any broken shift). ABI and others in their submission dated 12 July 2019 have indicated that they would not oppose a variation to the Award that would permit a broken shift of more than two portions of work to be worked only by agreement with an individual employee.<sup>13</sup>
21. Such a variation would not genuinely address the disadvantage caused under the broken shifts clause in respect of this Award. As indicated in the evidence, there is a high level of under-employment in this sector, and employees who are in need of work are likely to agree to lower conditions in order to obtain that work. The evidence of United Voice witness, Ms Stewart, demonstrates the effect of underemployment: '*My managers normally ask me to cover a shift at short notice if a colleague has taken sick leave. I will normally accept these hours if I am available because I need to accept all of the hours I am offered to make enough money.*'<sup>14</sup>
22. An appropriate variation to the broken shifts clause should operate in a manner that facilitates effective rostering by employers so that work can be performed in two portions of a broken shift (if not in one continuous shift). The evidence filed by the employer parties generally indicates that there are typically '*peak*' demand periods that occur during the morning, afternoon and/or evening.<sup>15</sup> Given this, an employer should have the capacity to roster in a manner that limits the broken shift portions worked by employee to no more than two.

---

<sup>13</sup> Submission in reply of ABI and others re: outstanding union claims dated 12 July 2019, paragraph 7.27.

<sup>14</sup> Witness statement of Trish Stewart dated 17 January 2019, paragraph 11. See also witness statement of Deon Fleming dated 16 January 2019, paragraph 17 and witness statement of Belinda Sinclair dated 16 January, paragraph 26.

<sup>15</sup> Witness statement of Therese Adami dated 12 July 2019, paragraph 42, witness statement of Jeffrey Wright dated 12 July 2019, paragraph 41, witness statement of Wendy Mason, dated July 2019, paragraph 66.

23. As noted by ABI and others, we do acknowledge the connection between broken shifts, travel time and minimum engagements; however we do not accept that the issues can be addressed by the ‘*modest*’ adjustments that ABI and others have proposed.<sup>16</sup> There is a pressing need for significant reform of the broken shifts, travel time and minimum engagement provisions to ensure this Award provides a ‘*fair and relevant*’ safety net of terms and conditions.
24. NDS submits that the concentration of supports around a few hours at each end of the day means broken shift arrangements are often the only way to offer some workers enough hours for a living wage.<sup>17</sup> In contrast, we would submit that if there were minimum engagements for each portion of a broken shift, and a limit on the number of breaks within a broken shift, then the Award would facilitate the provision of decent hours of work for employees in this sector. For example, under such provisions, an employee could be rostered to work 6am to 9am in the morning, have one break and then be rostered to work 12pm to 3pm. This would provide the employee with 6 hours of paid work during the day, and would reduce periods of (potentially) unpaid travel time in between portions of broken shifts. It would also reduce periods in which the employee was ‘*waiting around*’ in between shifts.
25. Such a rostering method is patently ‘*fairer*’ than what occurs under the current Award, as evidenced by Ms Stewart:

*‘A typical day for me can consist of my shift being broken up in the following manner (the start and end times for each appointment can vary by about 30 minutes day to day):*

- a. 6am – 90 minute appointment*
- b. 7.50am – 10 minute medication check phone call (which I usually make from my home)*
- c. 8am – 45 minute appointment*
- d. 9.30am – 60 minute appointment*
- e. 12 pm - 10 minute medication check phone call*
- f. Break at 12.10pm until around 4 pm*
- g. 4pm – 30 minute appointment*
- h. 6pm – 10 minute medication check phone call (which I usually make from my home).’<sup>18</sup>*

26. AiG in their submission dated 15 July 2019 states that ‘*the case advanced by the unions assumes that employers are implementing broken shift arrangements in a deliberate and*

---

<sup>16</sup> Submission in reply of ABI and others re: outstanding union claims, paragraph 7.23.

<sup>17</sup> Submission in reply of NDS re: outstanding union claims filed 16 July 2019, paragraph 35.

<sup>18</sup> Witness statement of Trish Stewart signed 17 January 2019, paragraph 15.

*improper attempt to reduce their costs. Moreover, it rests on the startlingly simplistic and erroneous assumption that employers in this sector will have the capacity to, and will as a matter of fact, offer hours of work on a continuous basis if access to broken shifts is limited and that they will respond to the proposed changes by restructuring the engagement of their employees in such a manner.*<sup>19</sup>

27. It is not simplistic or erroneous to acknowledge that service providers have choices and the capacity to decide how to absorb the risks and potential costs associated with funding models. This was addressed in paragraphs [13] to [19] of our submission dated 17 May 2019. A feature of a fair and relevant safety-net is that it informs good choices both from the perspective of the employer and the employee.
28. In response to the United Voice claim that the shift allowances be determined by either the starting time or the finishing time of the broken shift, whichever is greater, ABI and others have indicated that they do not oppose this variation.<sup>20</sup> NDS has also indicated that they do not oppose this variation.<sup>21</sup>
29. AiG opposes this claim and states that the most obvious difficulty with the claim is that the Award definitions for night shift and afternoon shift only relate to finishing times.<sup>22</sup> This is incorrect. The definition for night shift in clause 29.2(b) of the Award states: ‘*night shift means any shift which finishes after 12 midnight or commences before 6.00 am Monday to Friday.*’
30. AiG also states that the United Voice claim would operate unfairly to the employer.<sup>23</sup> Under the current award, an employee who works a continuous shift that attracts a shift penalty is entitled to be paid the shift loading for the whole of their shift. An employee working a broken shift who would be entitled to a shift penalty at the start of their shift, but not the end, would not currently be entitled to a shift penalty. The current operation of the clause is unfair to the *employee* working a broken shift. AiG have not properly articulated any unfairness to the employer in this claim.

### **S3A -Variation to Rosters clause**

31. In response to our claim to vary clause 25.5 to ensure that overtime is paid where a roster variation occurs (outside the listed exceptions in clause 25.5(d)(ii) and (iii)), ABI and others have submitted that there are already limitations on roster variations in clause 8A and clause 10.3(c).<sup>24</sup> The limitation in clause 8A only applies in specific circumstances: ‘*8A.1 Clause 8A*

---

<sup>19</sup> Submission in reply of AiG re: outstanding union claims filed 15 July 2019, paragraph 268.

<sup>20</sup> Submission in reply of ABI and others re: outstanding union claims) paragraph 7.32.

<sup>21</sup> Submission in reply of NDS re: outstanding union claims, paragraph 38.

<sup>22</sup> Submission in reply of AiG re: outstanding union claims, paragraph 283.

<sup>23</sup> Submission in reply of AiG re: outstanding union claims, paragraph 284.

<sup>24</sup> Submission in reply of ABI and others re: outstanding union claims, paragraph 14.10.

*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.*’ We acknowledge that clause 10.3(c) and (e) are intended to have a protective effect, and would apply, in many cases consistent with clause 25.5(d) (iii). However, this clause does not provide sufficient protection and it is necessary to ensure that where an employer seeks to change a roster without 7 days’ notice, overtime should apply.

32. AiG opposes the variation sought on the basis any change in roster without 7 days’ notice is not permitted by the Award (save for the exceptions in clause 25. (d)(ii) and (iii)) and would constitute a breach of the Award.<sup>25</sup> NDS make a similar argument.<sup>26</sup> In reply, we say that roster changes without proper notice do occur in this sector, and that for an employee subject to these late roster changes, there is value in having a clause within the Award that provides for payment of overtime. It is appropriate that the employee has an entitlement to overtime rather than a right to allege a breach of the Award.

### **S21 - Telephone allowance claim**

33. ABI and others have opposed our telephone allowance claim and state that it should be dismissed.<sup>27</sup> ABI and others have raised concerns about the drafting of our claim and concerns that employers will be required to reimburse all personal use by the employee.<sup>28</sup> Business SA and AFEI raise similar concerns, although Business SA does acknowledge that employees are, at times, required to use personal mobile phones in the course of their employment.<sup>29</sup>
34. To address some of drafting concerns raised by the employer parties, we file a revised draft determination with this submission. The revised draft determination provides the employer with several options in respect to reimbursing an employee for the cost of a mobile phone. The employer can provide a mobile phone, or alternatively, the employer can reimburse costs associated with use of the employee’s own mobile phone. The reimbursement is of ‘reasonable’ costs incurred in the course of employment.
35. For avoidance of doubt, our clause does not require an employer to purchase a phone for an employee to continue to use if the employment *ends*. An employer can purchase a phone, provide it to the employee to use during the period of their employment and then require the return of the phone once the employment of that employee is terminated. This method may be attractive to employers as they are able to determine the type of device purchased and any

---

<sup>25</sup> Submission in reply of AiG re: outstanding union claims, paragraph 398.

<sup>26</sup> Submission in reply of NDS re: outstanding union claims, paragraph 51.

<sup>27</sup> Submission in reply of ABI and others re: outstanding union claims, paragraph 9.37.

<sup>28</sup> Submission in reply of ABI and others re: outstanding union claims, paragraphs 9.25 to 9.27.

<sup>29</sup> Submission in reply of Business SA re: outstanding union claims dated 12 July 2019, paragraphs 24 and 25 -27, submission in reply of AFEI in reply re: outstanding union claims, paragraph 144.

service arrangement entered into. The employer is also able to ensure that the device purchased is one that can properly display any apps the employer requires the employee to use in the course of duties.

36. ABI and others argue that it is difficult to understand how an employer can reasonably be expected to reimburse an employee for mobile phone costs where an employee primarily uses it for personal use.<sup>30</sup> In response, we say it is difficult to understand how an employer can reasonably expect an employee to use their own mobile phone in the course of their employment without providing any reimbursement for that expenditure. The notion that an employee ‘*primarily*’ uses the mobile phone for personal use is misleading. An employee may or may not use their mobile phone primarily for personal use, but the key issue is whether the employee is *required* to use their mobile phone for work purposes and how the employee should be reimbursed for that work-related use.
37. AiG have noted a Deloitte report from 2018, in which a survey of 2,000 Australian consumers found that 89% of those surveyed own a smart phone.<sup>31</sup> We acknowledge that most employees will own a phone. This does not negate the need for a mobile phone allowance. There are costs associated with using a mobile phone for work, whether that is direct charges for work-related use, having to pay for a higher plan to ensure work-related use is covered, or increased wear and tear on the device. For example, United Voice witness Ms Stewart gives evidence that ‘*my phone bill costs approximately \$170 per month. If I was not required to make as many work calls, I could consider dropping to a cheaper mobile phone plan.*’<sup>32</sup> It cannot be considered ‘*fair*’ for the cost of work-related mobile phone use to be shifted onto employees and it is appropriate that there be an Award clause that provides for compensation for work-related mobile phone usage.

#### **S2A –Variation to Clothing and equipment allowance (uniforms)**

38. With respect to this claim, we rely on our submissions filed on 15 February 2019.

**United Voice  
3 October 2019**

---

<sup>30</sup> Submission of ABI and others re: outstanding union claims, paragraph 9.31.

<sup>31</sup> Submission in reply of AiG re: outstanding union claims, paragraph 548.

<sup>32</sup> Witness statement of Trish Stewart signed 17 January 2019, paragraph 21.



## Attachment A –Travel time clauses

Note: This is not a comprehensive list.

Modern Award	Clause
<i>Aboriginal Community Controlled Health Services Award 2010</i>	15.5(d) Where an employee is required to work at a place away from their normal place of work, all time reasonably spent travelling to and from the place of work will be credited at their ordinary rate of pay.
<i>Animal Care and Veterinary Services Award 2010</i>	22.3 Veterinary surgeons The following provisions apply to veterinary surgeons: (a) Time taken for travel required in the performance of duties, except for active on call duty, will contribute to hours of work. Required in the performance of duties includes travel additional to one return trip between the associate’s place of residence and the place of work in any one day and travel between different locations of a practice.
<i>Aquaculture Industry Award 2010</i>	15.4 Travel time and allowance (a) An employee who on any day or from day to day is required to work at a workplace away from the usual workplace will, at the direction of the employer, present for work at such workplace at the usual starting time; but all time reasonably spent in reaching and returning from such workplace (in excess of the time normally spent in travelling from the employee’s home to their usual workplace and returning) will be paid at ordinary rates of pay.
<i>Architects Award 2010</i>	16.2(c) Where an employee is directed to work at a place other than their usual place of employment, all time occupied by them on any day in travelling which is in excess of the time normally occupied by them in travelling when working at their usual place of employment will be deemed to be working time and must be paid for at the appropriate rate prescribed by this award. Provided that where the excess travelling time is in excess of one hour each way, the employer will have the option of providing reasonable living away from home expense reimbursement for any period in excess of four weeks.

<p><i>Broadcasting, Recorded Entertainment and Cinemas Award 2010</i></p>	<p>33.4 Other duties counted as time worked  (c) Time spent in servicing of a client advertiser of the employer by an employee at the direction of the employer must be paid for at ordinary rates of pay. Any travelling time incurred by an employee in carrying out such servicing must be paid for at ordinary rates of pay.  (d) Should an employee be directed to travel away from the usual studios to broadcast, or record or perform any other duties, the time involved in travelling to and from such location will be counted as time worked, provided the maximum travelling time to be paid for will be eight hours on any one day.</p> <p>80.1 All travel required between the daily commencement of work and the daily conclusion of work including all travel to and from location will be the responsibility of the employer, subject to the provisions of this clause.  80.2 All time spent in travelling will be counted as time worked, subject to the provisions of the award.  80.3 Where an employee elects, with the written agreement of the employer, to provide their own transport to a location which is at a distance of more than 25 km from the capital city in which the employer's usual place of business is located, time spent in travel will be regarded as time worked and will be calculated as between a radius of 25 km from the GPO and the place of location, such distance to be measured on the basis of the shortest practicable route by road between the employer's usual place of business and the location, and the time taken will be calculated on the basis of two minutes for each kilometre of distance between the 25 km radius and the location. If the location is within the 25 km radius the location may be considered the place of call and the employee's time worked may be calculated from their call time at such location.</p>
<p><i>Business Equipment Award 2010</i></p>	<p>22.2 Commercial travelers stream  (c)(iii) Employees whilst travelling on their employer's business will be regarded as being "on duty" for all purposes of this award and for the purposes of all relevant State workers compensation legislation.</p>
<p><i>Car Parking Award 2010</i></p>	<p>15.4 Transfer from job-to-job allowance  An employee transferred by the employer from one job to another job on the same day will be paid for the time spent in travelling as for time worked. An employee will be reimbursed all reasonably incurred travel costs.</p>

<i>Concrete Products Award 2010</i>	<p>16.2 Transfer from job to job  An employee transferred by the employer from one job to another job on the same day will be paid for the time spent in travelling as for time worked.</p>
<i>Fitness Industry Award 2010</i>	<p>18.7 Travelling time and fares  An employee who is required by the employer to travel from one place of work to another must be reimbursed by the employer all fares necessarily incurred by the employee. All time occupied in such travel is deemed to be working time and the employee must be paid at the appropriate rate.</p>
<i>Live Performance Award 2010</i>	<p>26.2(c) Travel time to be counted as time worked  Should the employer during the course of a normal day's work require the employee to travel, the travelling time inclusive of regular stops for comfort and refreshment will be counted as time worked.</p>
<i>Local Government Industry Award 2010</i>	<p>15.4(b)(ii) Where a community services employee providing home care is required by the employer to travel between two or more work locations in any one day the employee will be reimbursed for travel expenses incurred for travel between the first and successive service points and will be paid at the appropriate rate of pay during travel time between the first and successive service points.</p>
<i>Wine Industry Award 2010</i>	<p>24.1 Travel and expenses  (a) Where an employee is required by the employer to travel from one place of work to another:  (i) the time occupied in such travel must be counted as time worked and paid for as such; and  (ii) the transport and fares for such travel must be provided by the employer or the expense incurred by the employee for such travel must be reimbursed by the employer.</p>

**BEFORE THE FAIR WORK COMMISSION**

**FOUR YEARLY REVIEW OF THE MODERN AWARDS**

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

**MATTER NO. 2018/26**

**Further Statement of Trish Stewart**

I, Trish Stewart, of [REDACTED]

say:

1. I have previously provided statements dated 17 January 2019 and 1 April 2019 in these proceedings.
2. I recently resigned from my role as a home care support worker with LiveBetter. My last day of employment with LiveBetter was 16 September 2019.
3. I resigned from my role with LiveBetter for the following reasons:
4. I did not receive enough hours of work to meet my financial responsibilities. I did speak to my direct coordinators [REDACTED] on several occasions about receiving more hours, but I was not provided with more hours. Towards the end of my employment with LiveBetter, there was a period of time when additional hours of work were being emailed to a group of support workers, and whoever saw the email first and was able to respond first received the additional hours, or the shifts were given to casual staff.
5. Broken shifts - In my role with LiveBetter, I was required to be available for around 12-13 hours in a day, in order to try and receive a few hours of paid broken shifts. The long availability period affected my family life and it also affected my ability to maintain a second job.
6. Unpaid travel time - I was not paid for travelling between shifts. I live about 30 minutes' drive out of town and when there were gaps between broken shifts I either had to wait around in town or drive home and then drive back to town to the next client.
7. In around April 2019, I obtained a casual job with Edmen Group as a disability support worker. I needed a second job as my income from LiveBetter was not sufficient to live on. I told my coordinator [REDACTED] at LiveBetter about

working for Edmen Group and she said words to the following effect: *"It is fine as long as it does not interfere with your job at LiveBetter."*

8. However, as I was required to be available for long periods of the day with LiveBetter, I did not have much availability for shifts with Edmen Group. Edmen Group cancelled my contract and listed me as *'inactive'* in around August 2019 as I did not have good availability. In total, I think I did approximately 6-8 shifts with Edmen.
9. I am now employed as a casual Environmental Service Worker in the kitchen of a residential aged care facility (Gracehaven –Churches of Christ Care) in Bundaberg. I am employed at Level 1.1 under the *Aged and Community Care Support Staff Enterprise Agreement* and I am paid \$21.21 per hour, plus a 25% casual loading.
10. I have been receiving 8 hour shifts 4 days a week.
11. I do not work any broken shifts. When I go to work, I am there for a full 8 hours and I am paid for those hours. With my new job, I am better able to meet my financial commitments.
12. As my new job has shifts in one block, I have more availability to take on additional hours of work in a second job. I now do occasional work as a contract cleaner and this allows me to supplement my income and pay for bills and other expenses.
13. I am also hoping to be able to move back into my own home now that I have a new job. Because of my income as a home care worker, I was struggling to pay my mortgage repayments in 2018. I applied for financial hardship assistance from my bank, and received a fee free period for 6 months. I tried to sell my home but was unable to.
14. In late 2018 I moved out of my home and found a town house to rent. I am still living in this town house.
15. I was able to lease out my home to a tenant by around February 2019. The mortgage is \$400 per week, and the rental income I receive is \$360 per week.
16. I am in arrears on my mortgage repayments but I am now able to start paying it back. I am hoping to move back into my home towards the end of the year as I should be able to make my mortgage repayments with my new job if I continue to receive the same number of shifts regularly.
17. I loved working in home care and would have liked to have continued to work in home care. I loved the clients and I felt that I made a difference in the lives of my clients. Most of my clients I had been working with for around 5 years and I had built

a rapport with my clients. It was hard for me to leave my role in home care because of the relationship I had with the clients; however I resigned because of the stress I was under from the low pay, low hours, and broken shifts and from not receiving payment for travel time.

A solid black rectangular box used to redact the signature of the witness.

Witness Signature

Trish Stewart 1-10-19

Witness Name (printed)    Date:

**FAIR WORK COMMISSION**

**FOUR YEARLY REVIEW OF MODERN AWARDS**

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

**MATTER NO. 2018/26**

**Statement of Jared Marks**

I, Jared Marks, Industrial Officer of [REDACTED]

[REDACTED], state as follows:

1. I am employed by United Voice (**UV**) and have the conduct of proceedings in the Queensland Magistrates Court (matter numbers MEC/2019/24, MEC/2019/27, MEC/2019/28 and MEC/2019/29) which address the monetary loss caused by the defendant's failure to pay travel time (**related proceedings**).
2. I am aware that UV has advanced claims relating to travel time in these proceedings.
3. I make this statement to inform the Commission on the background to and current state of the related proceedings and the respective positions of the parties.

**The parties in the related proceedings**

4. LiveBetter Services Limited (**LiveBetter**) is a business engaged in the provision of in-home care providing domestic services to disabled and aged clients.
5. LiveBetter employs home care workers (termed 'support workers') who are classified as '*home care employees*' in accordance with the classification definitions of Schedule E to the *Social, Community, Home Care and Disability Services Industry Award 2010* (**Award**).
6. UV has coverage of home care employees.

**Background to the related proceedings**

7. On 3 August 2018, UV applied pursuant to s.738(a) of the *Fair Work Act 2009* (Cth) for the Fair Work Commission to deal with a dispute between UV and LiveBetter (**Dispute**).

8. I had the conduct of the Dispute.
9. At that time, the Award dispute procedure provided arbitration by consent only.
10. The Dispute was listed for two Conferences before Commissioner Simpson which occurred on 23 August 2018 and 8 October 2018.
11. The Dispute did not resolve at Conference and LiveBetter, the respondent in this matter, did not consent to the matter being arbitrated.
12. In the circumstances, UV decided to pursue the matter further in the Courts, which precipitated UV filing four employment claims in the Magistrates Court on behalf of four affected members of UV (*i.e.* the related proceedings). The employment claims were filed on 18 June 2019.

### **The related proceedings**

13. A copy of one of the employment claims is **exhibited** hereto and marked “**JM1**”.
14. All four employment claims seek orders for compensation and pecuniary penalties from the defendant, LiveBetter, for the failure to pay wages for periods of time home care workers undertook work related travel at the direction of their employer.
15. On 12 August 2019, LiveBetter filed a defence to each of the employment claims.
16. A copy of one of the defences is **exhibited** hereto and marked “**JM2**”.
17. On 12 September 2019, LiveBetter filed interlocutory applications and supporting affidavits (each affidavit constituting 379 pages) applying for an order staying any further steps in the related proceedings pending the determination of these proceedings (**stay applications**).
18. A copy of one of the interlocutory applications is **exhibited** and marked “**JM3**”. I do not produce a copy of the supporting affidavits however a copy can be produced upon request.
19. The stay applications have been listed for hearing on 2 December 2019.

### **The parties respective positions in the related proceedings**



20. The principle issue in dispute is whether home care workers covered by the Award are entitled to be paid as time worked for time spent travelling between clients of LiveBetter when directed to attend clients' homes on the employer's behalf.

#### LiveBetter's position

21. The pattern of work (determined by LiveBetter) is for home care workers to attend the residences of clients at non-consecutive times throughout the work day.
22. LiveBetter characterises the pattern of work as a series of broken shifts and concedes that travel time is payable except for travel to and from a broken shift.<sup>1</sup>
23. By LiveBetter's reasoning, a broken shift commences when a support worker arrives at a client's home and ends when the home care worker departs from the client's home.
24. It appears LiveBetter intends to argue the principle that '*employees are not entitled to be paid for their commute between home and work*' should be extended to broken shifts.

#### UV's position

25. UV does not agree that travel time can be severed from a shift irrespective of whether the shift has been broken or not.
26. A key feature of the duties of a home care worker under the Award is the provision of domestic assistance in clients' homes at the direction of their employer. For this to occur, the home care worker must travel to and between clients at the direction of the employer. This is part of their normal work and anticipated in the Award classifications.
27. LiveBetter requires home care workers to use their own vehicles for this purpose and compensates them by paying a kilometre allowance in accordance with clause 20.5(a) of the Award. The kilometre allowance compensates support workers for some of the wear and tear on their vehicles and fuel, but it does not compensate them for their time which we say is time worked.
28. In any employment relationship it is fundamental that when an employee is directed to perform a function for the employer, usually for the benefit of the employer and/or its client, the employee is engaged in work which must attract remuneration.

---

<sup>1</sup> Paragraph 4 of the defence.

29. In the case of home care workers, the function of work related travel is inherent to the role because the service occurs at the premises of a client.
30. For this reason, the concept of '*travelling to and from a broken shift*' is unsound, because the travel cannot be separated from the domestic assistance that takes place in the client's home from the shift. This is because when a home care worker travels to a client they are performing their duties as directed.
31. LiveBetter's position is that travel to and from a broken shift is equivalent to the commute from home to work.
32. UV's position is that the commute between home and work occurs at the start and end of a work day. Work related travel, being inherent to the role, occurs during the working day and forms part of any shift, including shifts arising out of a broken shift.

#### **The stay application**

33. LiveBetter seeks to defer the matter pending the conclusion of the award review proceedings because, in its view, the Full Bench is a specialist tribunal who are currently addressing the issues relevant to the related proceedings.
34. UV does not agree with LiveBetter's approach because the review proceedings are an *inter partes* review of the Award. Any variation that the Full Bench may make to the Award will be prospective and will not affect the employment claims which have been made by our members. Further, the Full Bench in the review is not in a position to deal with individual cases or make any kind of determination about individual cases. In light of the refusal of LiveBetter to consent to arbitration, there is no jurisdiction for a member of the Commission to sit as a private arbitrator and make a binding determination concerning the employment claims.
35. I trust this material assists the Full Bench in its review of the Award.



Jared Marks

Dated: 3 October 2019

**FAIR WORK COMMISSION**

**FOUR YEARLY REVIEW OF MODERN AWARDS**

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

**MATTER NO. 2018/26**

**Exhibit JM1**

MAGISTRATES COURT OF QUEENSLAND

REGISTRY: Brisbane  
NUMBER: M 2400/19

Plaintiff: MARGARET BLACKHURST

AND

Defendant : LIVEBETTER SERVICES LIMITED ACN 160 259 512

---

EMPLOYMENT CLAIM

STATEMENT OF PARTICULARS OF CLAIM

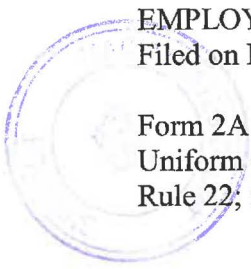
**The Parties**

1. The plaintiff is and has been employed by the defendant in the role of Support Worker since 27 April 2017.
2. The defendant is, and was at all material times:
  - (a) a body corporate duly registered and capable of being sued;
  - (b) engaged, *inter alia*, in the provision of in-home domestic services to disabled and aged clients (**clients**).

**The plaintiff's employment**

3. Prior to 1 July 2018, the plaintiff was employed by Excelcare Australia Limited ACN 614 290 292 t/a Excelcare Australia Incorporated (**Excelcare**) on a permanent part-time basis in the role of home care worker (the **employment**).
4. On about 1 July 2018, Excelcare's business transferred to the defendant (the **transfer of business**).

1.4 JUN 2019



EMPLOYMENT CLAIM  
Filed on Behalf of the Plaintiff

Form 2A Version 1  
Uniform Civil Procedure Rules 1999  
Rule 22; 522C

Name: Jared Marks, Industrial Officer  
Address: United Voice, 27 Peel  
Street, South Brisbane 4101

Phone No: 07 3291 4654  
Fax No: 07 3291 4699  
Email: jared.marks@unitedvoice.org.au

5. The defendant continued to employ the plaintiff after the transfer of business and the plaintiff's service and entitlements transferred with the employment (the **transfer of employment**).
6. By virtue of the transfer of business and the transfer of employment, the defendant assumed liability for any unpaid wages and/or entitlements accrued but not paid during the period the plaintiff was employed by Excelcare.

### **Relevant Industrial Instruments**

#### Agreements and Awards

7. The *Keppel Community Care Association Inc Support Workers Agreement 2008 Employee Collective Agreement* (the **Agreement**), covered and applied to the employment from 2008 until it was terminated on 19 June 2017.
8. On and from 19 June 2017, the *Social, Community, Home Care and Disability Services Industry Award 2010* (the **Award**) covered and applied to the employment.

#### Contracts of employment

9. On 8 October 2016, the plaintiff entered into a contract of employment with Excelcare dated 1 October 2016.
10. On 1 July 2018, the plaintiff entered into a contract of employment with the defendant dated 27 June 2018.

#### Particulars

Clause 4 of the contract dated 1 July 2018 states, "*Your conditions of employment will be governed by the applicable provisions of the Social, Community, Home Care and Disability Services Industry Award 2010*".

## **Work arrangements**

11. Throughout the employment, the plaintiff has been required and authorised to use their personal motor vehicle to travel to and between client residences (**work related travel**) to provide in-home domestic services, in accordance with a fortnightly roster.
12. On and from 19 June 2017, the plaintiff has been paid a travel allowance in accordance with Clause 20.5(a) of the Award (the **travel allowance**).

### Particulars

Clause 20.5(a) of the Award states, "*Where an employee is required and authorised by their employer to use their motor vehicle in the course of their duties, the employee is entitled to be reimbursed at the rate of \$0.78 per kilometre.*"

13. Prior to 26 July 2017, the plaintiff was paid for work related travel.
14. On and from 26 July 2017, the plaintiff was no longer paid for work related travel.

## **Relevant entitlements**

15. On and from 19 June 2017, the plaintiff was entitled to be paid for all hours worked in accordance with the classification levels in Clause 17 of, and the classification definitions in Schedule E to, the Award.
16. In the premises, since 19 June 2017 the plaintiff was entitled to be paid for work related travel as time worked in accordance with the Award.

## **Contraventions**

17. By virtue of the above matters:

- (a) the defendant is liable for the failure to pay the plaintiff for travel time since 19 June 2017;
- (b) thereby contravened a term of the Award;

(c) thereby contravened s.45 of the FW Act.

### Loss and damage

18. As a consequence of the defendant's contraventions of s.45 of the FW Act, as pleaded in paragraphs 17 herein, the plaintiff has suffered pecuniary loss in the sum of \$4,494.30 particulars of which are set out in Appendix A to this claim.

### Orders sought

19. The plaintiff seeks the following orders:

- (a) by reason of the matters pleaded in paragraph 18 herein, the defendant pay compensation to the plaintiff in the sum of \$4,494.30 pursuant to s.545 of the FW Act for loss suffered because of the contraventions of s.45 of the FW Act;
- (a) the defendant pay interest on compensation in accordance with s.547 of the FW Act or, alternatively s.58(3) of the *Civil Proceedings Act 2011* (Qld);
- (b) the defendant pay a pecuniary penalty pursuant to s.546 of the FW Act for its contraventions of s.45 of the FW Act;
- (c) the pecuniary penalties be paid to United Voice pursuant to s.546(3) of the FW Act.

The plaintiff claims the amount set out below and elects to have this claim heard and decided in the Magistrates Court under the simplified procedures as an Employment Claim:-

Claim	\$ 4,494.30
Filing fee	\$ 62.05
Bailiff's service fee	\$ 50.40
<b>Total</b>	<u>\$ 4,606.75</u>

**To the defendant[s]: TAKE NOTICE** that you are being sued by the plaintiff in the Court.

If you assert that this claim is not an employment claim for the purposes of the *Magistrates Courts Act 1921* you may apply under section 42C of that Act to the court to decide the issue.

If you do not dispute that the claim is an employment claim, the Registrar will appoint a conciliator who will contact you to arrange a conciliation process and may require you to participate in a particular way.

If the employment claim is not resolved in the conciliation process and you intend to dispute the claim you must file a Notice of Intention to Defend and Defence to an Employment Claim in the registry within 28 days after the conciliator files a certificate in the registry and serve a sealed copy of it at the plaintiff's address for service shown in the claim as soon as possible.

The Notice should be in the approved form under the *Uniform Civil Procedure Rules 1999*. You do not need to do this until after the conciliation process has ended. If you do not comply with this requirement, judgment may be given against you for the amount claimed without further notice to you.

The Notice should be in the approved form under the *Uniform Civil Procedure Rules 1999*. You do not need to do this until after the conciliation process has ended. If you do not comply If you object that these proceedings have not been commenced in the correct district or that this Court does not have jurisdiction in this matter, that objection should be included in your Notice of Intention to Defend and Defence to an Employment Claim.

Address of registry: 363 George St, Brisbane City QLD 4000

**PARTICULARS OF THE PLAINTIFF:**

Name: Margaret Blackhurst  
plaintiff's residential or business address: 397 Pine Creek Road, Pine Creek, 4670, QLD  
Name of solicitor or agent: Jared Marks, Industrial Officer, United Voice  
Business address of solicitor or agent: 27 Peel Street, South Brisbane, 4101, QLD  
Address for service: 27 Peel Street, South Brisbane, 4101, QLD  
Telephone: 07 3291 4654  
Fax: 07 3291 4699  
E-mail address: jared.marks@unitedvoice.org.au

Signed:



Description: Agent for the plaintiff

Dated: 14 / 06 / 2019

This claim is to be served on:

LIVEBETTER SERVICES LIMITED ACN 160  
259 512

of:

LEVEL 1, 127 BYNG STREET, ORANGE,  
NSW, 2800

ISSUED WITH THE AUTHORITY OF THE MAGISTRATES COURTS OF  
QUEENSLAND

And filed in the Brisbane Registry on (*date*):

Registrar: (*registrar to sign and seal*)

**Note:** All relevant documents must be brought with you and made available to the Court at any hearing of this proceeding.



**MAGISTRATES COURT OF QUEENSLAND**

REGISTRY:  
NUMBER:

Plaintiff: **MARGARET BLACKHURST**

**AND**

Defendant: **LIVEBETTER SERVICES LIMITED ACN 160 259 512**

---

Appendix A

17/18 FY	\$2,792.38
18/19 FY	\$1,701.92
<b>TOTAL</b>	<b>\$4,494.30</b>

Date	Client (travel from)	Client location	Client (travel to)	Client location	Travel Time (minutes)	Applicable Pay Rate (\$/h)	Should Have Been Paid (\$)
Wednesday, 26 July 2017	SICK LEAVE						
Thursday, 27 July 2017	SICK LEAVE						
Friday, 28 July 2017	TURNB		FOWLM		9	\$24.01	\$3.60
Friday, 28 July 2017	FOWLM		NOAKB		2	\$24.01	\$0.80
Saturday, 29 July 2017	RDO						
Sunday, 30 July 2017	RDO						
Monday, 31 July 2017	OFFICE		JOHNMARIO				
Monday, 31 July 2017	JOHNMARIO		NOAKB		21	\$24.01	\$8.40
Monday, 31 July 2017	NOAKB		HAREA		16	\$24.01	\$6.40
Monday, 31 July 2017	HAREA		ODONBE		9	\$24.01	\$3.60
Monday, 31 July 2017	NOAKB		DAYCO		8	\$24.01	\$3.20
Tuesday, 1 August 2017	CHARCE		PEATJ		20	\$24.01	\$8.00
Wednesday, 2 August 2017	NOAKB		BAILB		7	\$24.01	\$2.80
Thursday, 3 August 2017	OFFICE		VANIE		7	\$24.01	\$2.80
Thursday, 3 August 2017	BAILB		NOAKB		4	\$24.01	\$1.60
Friday, 4 August 2017	OFFICE		FOWLM		8	\$24.01	\$3.20
Friday, 4 August 2017	NOAKB		OFFICE		2	\$24.01	\$0.80
Friday, 4 August 2017	FOWLM		GRAHMA		6	\$24.01	\$2.40
Friday, 4 August 2017	OFFICE				5	\$24.01	\$2.00
Friday, 4 August 2017	OFFICE						
Saturday, 5 August 2017	RDO						
Sunday, 6 August 2017	RDO						
Monday, 7 August 2017	ODONBE		NOAKB		10	\$24.01	\$4.00
Monday, 7 August 2017	NOAKB		PEATJ		7	\$24.01	\$2.80
Monday, 7 August 2017	NOAKB		EGBEP		23	\$24.01	\$9.20
Tuesday, 8 August 2017	CHARCE		SCOTBA		6	\$24.01	\$2.40
Tuesday, 8 August 2017	EGBEP		OFFICE		3	\$24.01	\$1.20
Tuesday, 8 August 2017	SCOTBA		NOAKB		11	\$24.01	\$4.40
Wednesday, 9 August 2017	ANDEJO		VANIE		10	\$24.01	\$4.00
Wednesday, 9 August 2017	NOAKB		STREN		6	\$24.01	\$2.40
Thursday, 10 August 2017	STEPLYN		FOWLM		9	\$24.01	\$3.60
Friday, 11 August 2017	TURNB		NOAKB		2	\$24.01	\$0.80
Friday, 11 August 2017	FOWLM		TESSD		25	\$24.01	\$10.00
Friday, 11 August 2017	NOAKB						
Friday, 11 August 2017	NOAKB						
Saturday, 12 August 2017	RDO						
Sunday, 13 August 2017	RDO						
Monday, 14 August 2017	COMPASSIONATE LEAVE						
Tuesday, 15 August 2017	COMPASSIONATE LEAVE						
Wednesday, 16 August 2017	HOBEG		NOAKB		11	\$24.01	\$4.40
Wednesday, 16 August 2017	NOAKB		PEATJ		7	\$24.01	\$2.80
Thursday, 17 August 2017	WATSAUD		TRANSPORT		5	\$24.01	\$2.00
Thursday, 17 August 2017	OFFICE		POTTMA		7	\$24.01	\$2.80
Thursday, 17 August 2017	POTTMA		BAILB		12	\$24.01	\$4.80
Thursday, 17 August 2017	BAILB		TRANSPORT		7	\$24.01	\$2.80
Thursday, 17 August 2017	TRANSPORT		TESSD		22	\$24.01	\$8.80
Thursday, 17 August 2017	TESSD		TRANSPORT		22	\$24.01	\$8.80
Friday, 18 August 2017	TRANSPORT		NOAKB		8	\$24.01	\$3.20
Friday, 18 August 2017	NOAKB		TRANSPORT		8	\$24.01	\$3.20
Friday, 18 August 2017	TRANSPORT		GRAHMA		5	\$24.01	\$2.00

Friday, 18 August 2017	GRAHMA				TRANSPORT			5	\$24.01	\$2.00
Friday, 18 August 2017	TRANSPORT				TESSD			22	\$24.01	\$8.80
Friday, 18 August 2017	TESSD				TRANSPORT			22	\$24.01	\$8.80
Saturday, 19 August 2017	WHITGR				ODONBE			18	\$36.02	\$10.81
Saturday, 19 August 2017	ODONBE				GARDG			4	\$36.02	\$2.40
Saturday, 19 August 2017	GARDG				WHITGR			17	\$36.02	\$10.21
Sunday, 20 August 2017	WHITGR				ODONBE			18	\$48.02	\$14.41
Sunday, 20 August 2017	ODONBE				WHITGR			18	\$48.02	\$14.41
Monday, 21 August 2017	WATSAUD				BRUNA			17	\$24.01	\$6.80
Monday, 21 August 2017	BRUNA				NOAKB			11	\$24.01	\$4.40
Monday, 21 August 2017	NOAKB				BYNOP			18	\$24.01	\$7.20
Monday, 21 August 2017	BYNOP				PEATJ			20	\$24.01	\$8.00
Monday, 21 August 2017	PEATJ				GRAHMA			7	\$24.01	\$2.80
Tuesday, 22 August 2017	NO TRIPS									
Wednesday, 23 August 2017	ODONBE				TUCKR			8	\$24.01	\$3.20
Wednesday, 23 August 2017	TUCKR				NOAKB			13	\$24.01	\$5.20
Wednesday, 23 August 2017	NOAKB				VANIE			10	\$24.01	\$4.00
Thursday, 24 August 2017	WHITPA				STEPLYN			7	\$24.01	\$2.80
Thursday, 24 August 2017	WHITPA				STREN			6	\$24.01	\$2.40
Friday, 25 August 2017	TURNB				FOWLM			9	\$24.01	\$3.60
Friday, 25 August 2017	FOWLM				NOAKB			2	\$24.01	\$0.80
Saturday, 26 August 2017	RDO									
Sunday, 27 August 2017	RDO									
Monday, 28 August 2017	GARDG & WATSAUD				TRANSPORT			5	\$24.01	\$2.00
Monday, 28 August 2017	TRANSPORT				JOHNMARIO			21	\$24.01	\$8.40
Monday, 28 August 2017	JOHNMARIO				NOAKB			16	\$24.01	\$6.40
Monday, 28 August 2017	NOAKB				HAREA			9	\$24.01	\$3.60
Monday, 28 August 2017	HAREA				ODONBE			8	\$24.01	\$3.20
Tuesday, 29 August 2017	CHARCE				NOAKB			18	\$24.01	\$7.20
Tuesday, 29 August 2017	NOAKB				ODONBE			10	\$24.01	\$4.00
Wednesday, 30 August 2017	NOAKB				PEATJ			7	\$24.01	\$2.80
Thursday, 31 August 2017	TRANSPORT				POTTMA			7	\$24.01	\$2.80
Thursday, 31 August 2017	POTTMA				BAILB			12	\$24.01	\$4.80
Friday, 1 September 2017	ANNUAL LEAVE									
Saturday, 2 September 2017	RDO									
Sunday, 3 September 2017	RDO									
Monday, 4 September 2017	ANNUAL LEAVE									
Tuesday, 5 September 2017	ROSEPA				CHARCE			18	\$24.01	\$7.20
Tuesday, 5 September 2017	CHARCE				VANIE			26	\$24.01	\$10.40
Tuesday, 5 September 2017	VANIE				NOAKB			10	\$24.01	\$4.00
Wednesday, 6 September 2017	ANNUAL LEAVE									
Thursday, 7 September 2017	ANNUAL LEAVE									
Friday, 8 September 2017	TURNB				FOWLM			9	\$24.01	\$3.60
Friday, 8 September 2017	FOWLM				NOAKB			2	\$24.01	\$0.80
Friday, 8 September 2017	NOAKB				OFFICE			8	\$24.01	\$3.20
Saturday, 9 September 2017	RDO									
Sunday, 10 September 2017	RDO									
Monday, 11 September 2017	GARDG & WATSAUD				TRANSPORT			5	\$24.01	\$2.00







Monday, 23 October 2017	NOAKB				HAREA				\$24.01	\$3.60
Monday, 23 October 2017	HAREA				SEMPA				\$24.01	\$3.60
Monday, 23 October 2017	SEMPA				ODONBE				\$24.01	\$2.80
Tuesday, 24 October 2017	CHARCE				DAYCO				\$24.01	\$14.01
Tuesday, 24 October 2017	DAYCO				FOWLM				\$24.01	\$9.60
Wednesday, 25 October 2017	ODONBE				BORRB				\$24.01	\$3.60
Wednesday, 25 October 2017	BORRB				GARDG				\$24.01	\$2.00
Wednesday, 25 October 2017	GARDG				NOAKB				\$24.01	\$3.20
Wednesday, 25 October 2017	NOAKB				PEATJ				\$24.01	\$2.80
Wednesday, 25 October 2017	PEATJ				SEMPA				\$24.01	\$4.80
Wednesday, 25 October 2017	SEMPA				OFFICE				\$24.01	\$2.80
Thursday, 26 October 2017	WATSAUD				TRANSPORT				\$24.01	\$2.00
Thursday, 26 October 2017	TRANSPORT				POTTMA				\$24.01	\$2.80
Thursday, 26 October 2017	POTTMA				BAILB				\$24.01	\$4.80
Thursday, 26 October 2017	BAILB				WATSAUD				\$24.01	\$3.20
Friday, 27 October 2017	GARDG				TRANSPORT				\$24.01	\$4.00
Friday, 27 October 2017	TRANSPORT				NOAKB				\$24.01	\$1.60
Friday, 27 October 2017	NOAKB				DODDN				\$24.01	\$2.00
Friday, 27 October 2017	DODDN				TRANSPORT				\$24.01	\$4.00
Friday, 27 October 2017	TRANSPORT				GRAHMA				\$24.01	\$2.00
Friday, 27 October 2017	GRAHMA				ODONBE				\$24.01	\$2.40
Saturday, 28 October 2017	WHITGR				ODONBE				\$36.02	\$10.81
Saturday, 28 October 2017	WHITGR				WHITGR				\$36.02	\$10.81
Sunday, 29 October 2017	RDO									
Monday, 30 October 2017	GARDG & WATSAUD				ODONBE				\$24.01	\$2.40
Monday, 30 October 2017	ODONBE				NOAKB				\$24.01	\$4.00
Monday, 30 October 2017	NOAKB				PEATJ				\$24.01	\$2.80
Monday, 30 October 2017	PEATJ				SEMPA				\$24.01	\$4.80
Tuesday, 31 October 2017	ROSEPA				CHARCE				\$24.01	\$7.20
Tuesday, 31 October 2017	CHARCE				FOWLM				\$24.01	\$7.20
Tuesday, 31 October 2017	FOWLM				ODONBE				\$24.01	\$3.60
Wednesday, 1 November 2017	ANDEJO				NOAKB				\$24.01	\$4.40
Wednesday, 1 November 2017	NOAKB				VANIE				\$24.01	\$4.00
Wednesday, 1 November 2017	VANIE				MORGAR				\$24.01	\$2.00
Wednesday, 1 November 2017	MORGAR				SEMPA				\$24.01	\$4.80
Thursday, 2 November 2017	WHITPA				MORGAR				\$24.01	\$2.40
Thursday, 2 November 2017	MORGAR				STEPLYN				\$24.01	\$2.80
Thursday, 2 November 2017	STEPLYN				STREN				\$24.01	\$2.40
Friday, 3 November 2017	TURNB				FOWLM				\$24.01	\$3.60
Friday, 3 November 2017	FOWLM				NOAKB				\$24.01	\$0.80
Friday, 3 November 2017	NOAKB				SEMPA				\$24.01	\$4.40
Saturday, 4 November 2017	WHITGR				ODONBE				\$36.02	\$10.81
Saturday, 4 November 2017	ODONBE				WHITGR				\$36.02	\$10.81
Saturday, 4 November 2017	WHITGR				GARDG				\$36.02	\$10.21
Sunday, 5 November 2017	RDO									
Monday, 5 November 2017	GARDG & WATSAUD				OFFICE				\$24.01	\$2.00
Monday, 6 November 2017	OFFICE				JOHNMARIO				\$24.01	\$8.40
Monday, 6 November 2017	JOHNMARIO				NOAKE				\$24.01	\$6.40

























Monday, 23 April 2018	HAREA	[REDACTED]	[REDACTED]	[REDACTED]	ODONBE	[REDACTED]	[REDACTED]	[REDACTED]	\$24.01	\$3.20
Tuesday, 24 April 2018	FOWLM	[REDACTED]	[REDACTED]	[REDACTED]	NOAKB	[REDACTED]	[REDACTED]	[REDACTED]	\$24.01	\$0.80
Tuesday, 24 April 2018	NOAKB	[REDACTED]	[REDACTED]	[REDACTED]	DAYCO	[REDACTED]	[REDACTED]	[REDACTED]	\$24.01	\$2.40
Tuesday, 24 April 2018	DAYCO	[REDACTED]	[REDACTED]	[REDACTED]	OFFICE	[REDACTED]	[REDACTED]	[REDACTED]	\$24.01	\$2.00
Wednesday, 25 April 2018	PUBLIC HOLIDAY	[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]	[REDACTED]	[REDACTED]		
Thursday, 26 April 2018	WATSAUD	[REDACTED]	[REDACTED]	[REDACTED]	OFFICE	[REDACTED]	[REDACTED]	[REDACTED]	\$24.01	\$2.00
Thursday, 26 April 2018	OFFICE	[REDACTED]	[REDACTED]	[REDACTED]	POTTMA	[REDACTED]	[REDACTED]	[REDACTED]	\$24.01	\$2.80
Thursday, 26 April 2018	POTTMA	[REDACTED]	[REDACTED]	[REDACTED]	BAILB	[REDACTED]	[REDACTED]	[REDACTED]	\$24.01	\$4.80
Thursday, 26 April 2018	BAILB	[REDACTED]	[REDACTED]	[REDACTED]	CHARCE	[REDACTED]	[REDACTED]	[REDACTED]	\$24.01	\$10.40
Friday, 27 April 2018	GARDG	[REDACTED]	[REDACTED]	[REDACTED]	OFFICE	[REDACTED]	[REDACTED]	[REDACTED]	\$24.01	\$2.00
Friday, 27 April 2018	OFFICE	[REDACTED]	[REDACTED]	[REDACTED]	NOAKB	[REDACTED]	[REDACTED]	[REDACTED]	\$24.01	\$3.20
Friday, 27 April 2018	NOAKB	[REDACTED]	[REDACTED]	[REDACTED]	BARRD	[REDACTED]	[REDACTED]	[REDACTED]	\$24.01	\$2.80
Friday, 27 April 2018	BARRD	[REDACTED]	[REDACTED]	[REDACTED]	PEATJ	[REDACTED]	[REDACTED]	[REDACTED]	\$24.01	\$2.40
Saturday, 28 April 2018	RDO	[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]	[REDACTED]	[REDACTED]		
Sunday, 29 April 2018	RDO	[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]	[REDACTED]	[REDACTED]		
Monday, 30 April 2018	GARDG & WATSAUD	[REDACTED]	[REDACTED]	[REDACTED]	OFFICE	[REDACTED]	[REDACTED]	[REDACTED]	\$24.01	\$2.00
Monday, 30 April 2018	OFFICE	[REDACTED]	[REDACTED]	[REDACTED]	NOAKB	[REDACTED]	[REDACTED]	[REDACTED]	\$24.01	\$3.20
Monday, 30 April 2018	NOAKB	[REDACTED]	[REDACTED]	[REDACTED]	PEATJ	[REDACTED]	[REDACTED]	[REDACTED]	\$24.01	\$2.80
Monday, 30 April 2018	PEATJ	[REDACTED]	[REDACTED]	[REDACTED]	GARDG	[REDACTED]	[REDACTED]	[REDACTED]	\$24.01	\$3.20
Monday, 30 April 2018	GARDG	[REDACTED]	[REDACTED]	[REDACTED]	WATSAUD	[REDACTED]	[REDACTED]	[REDACTED]	\$24.01	\$1.20
Monday, 30 April 2018	WATSAUD	[REDACTED]	[REDACTED]	[REDACTED]	GARDG	[REDACTED]	[REDACTED]	[REDACTED]	\$24.01	\$2.40
Monday, 30 April 2018	GARDG	[REDACTED]	[REDACTED]	[REDACTED]	BERTMA	[REDACTED]	[REDACTED]	[REDACTED]	\$24.01	\$1.60
Tuesday, 1 May 2018	BERTMA	[REDACTED]	[REDACTED]	[REDACTED]	MORGAR	[REDACTED]	[REDACTED]	[REDACTED]	\$24.01	\$3.60
Tuesday, 1 May 2018	MORGAR	[REDACTED]	[REDACTED]	[REDACTED]	PEATJ	[REDACTED]	[REDACTED]	[REDACTED]	\$24.01	\$2.80
Tuesday, 1 May 2018	PEATJ	[REDACTED]	[REDACTED]	[REDACTED]	NOAKB	[REDACTED]	[REDACTED]	[REDACTED]	\$24.01	\$2.80
Tuesday, 1 May 2018	NOAKB	[REDACTED]	[REDACTED]	[REDACTED]	FOWLM	[REDACTED]	[REDACTED]	[REDACTED]	\$24.01	\$0.80
Tuesday, 1 May 2018	FOWLM	[REDACTED]	[REDACTED]	[REDACTED]	ODONBE	[REDACTED]	[REDACTED]	[REDACTED]	\$24.01	\$3.60
Tuesday, 1 May 2018	ODONBE	[REDACTED]	[REDACTED]	[REDACTED]	BERTMA	[REDACTED]	[REDACTED]	[REDACTED]	\$24.01	\$0.40
Wednesday, 2 May 2018	ANDEJO	[REDACTED]	[REDACTED]	[REDACTED]	NOAKB	[REDACTED]	[REDACTED]	[REDACTED]	\$24.01	\$4.40
Wednesday, 2 May 2018	NOAKB	[REDACTED]	[REDACTED]	[REDACTED]	VANIE	[REDACTED]	[REDACTED]	[REDACTED]	\$24.01	\$4.00
Thursday, 3 May 2018	WHITW	[REDACTED]	[REDACTED]	[REDACTED]	STEPLYN	[REDACTED]	[REDACTED]	[REDACTED]	\$24.01	\$4.00
Thursday, 3 May 2018	STEPLYN	[REDACTED]	[REDACTED]	[REDACTED]	CHARCE	[REDACTED]	[REDACTED]	[REDACTED]	\$24.01	\$2.80
Friday, 4 May 2018	TURNB	[REDACTED]	[REDACTED]	[REDACTED]	FOWLM	[REDACTED]	[REDACTED]	[REDACTED]	\$24.01	\$8.40
Friday, 4 May 2018	TURNB	[REDACTED]	[REDACTED]	[REDACTED]	NOAKB	[REDACTED]	[REDACTED]	[REDACTED]	\$24.01	\$3.60
Friday, 4 May 2018	FOWLM	[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]	[REDACTED]	[REDACTED]		
Saturday, 5 May 2018	RDO	[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]	[REDACTED]	[REDACTED]		
Sunday, 6 May 2018	RDO	[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]	[REDACTED]	[REDACTED]		
Monday, 7 May 2018	PUBLIC HOLIDAY	[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]	[REDACTED]	[REDACTED]		
Tuesday, 8 May 2018	GARDG & WATSAUD	[REDACTED]	[REDACTED]	[REDACTED]	HAREA	[REDACTED]	[REDACTED]	[REDACTED]	\$24.01	\$1.60
Tuesday, 8 May 2018	HAREA	[REDACTED]	[REDACTED]	[REDACTED]	DAYCO	[REDACTED]	[REDACTED]	[REDACTED]	\$24.01	\$3.60
Tuesday, 8 May 2018	DAYCO	[REDACTED]	[REDACTED]	[REDACTED]	FOWLM	[REDACTED]	[REDACTED]	[REDACTED]	\$24.01	\$2.00
Wednesday, 9 May 2018	BERTMA	[REDACTED]	[REDACTED]	[REDACTED]	ODONBE	[REDACTED]	[REDACTED]	[REDACTED]	\$24.01	\$0.40
Wednesday, 9 May 2018	ODONBE	[REDACTED]	[REDACTED]	[REDACTED]	NOAKB	[REDACTED]	[REDACTED]	[REDACTED]	\$24.01	\$4.00
Wednesday, 9 May 2018	NOAKB	[REDACTED]	[REDACTED]	[REDACTED]	PEATJ	[REDACTED]	[REDACTED]	[REDACTED]	\$24.01	\$2.80
Thursday, 10 May 2018	WATSAUD	[REDACTED]	[REDACTED]	[REDACTED]	TRANSPORT	[REDACTED]	[REDACTED]	[REDACTED]	\$24.01	\$2.00
Thursday, 10 May 2018	OFFICE	[REDACTED]	[REDACTED]	[REDACTED]	POTTMA	[REDACTED]	[REDACTED]	[REDACTED]	\$24.01	\$2.80
Thursday, 10 May 2018	POTTMA	[REDACTED]	[REDACTED]	[REDACTED]	BAILB	[REDACTED]	[REDACTED]	[REDACTED]	\$24.01	\$4.80
Thursday, 10 May 2018	BAILB	[REDACTED]	[REDACTED]	[REDACTED]	CHARCE	[REDACTED]	[REDACTED]	[REDACTED]	\$24.01	\$10.40
Friday, 11 May 2018	GARDG	[REDACTED]	[REDACTED]	[REDACTED]	OFFICE	[REDACTED]	[REDACTED]	[REDACTED]	\$24.01	\$2.00





Saturday, 16 June 2018	RDO						
Sunday, 17 June 2018	RDO						
Monday, 18 June 2018	ANNUAL LEAVE						
Tuesday, 19 June 2018	ANNUAL LEAVE						
Wednesday, 20 June 2018	ANNUAL LEAVE						
Thursday, 21 June 2018	ANNUAL LEAVE						
Friday, 22 June 2018	ANNUAL LEAVE						
Saturday, 23 June 2018	RDO						
Sunday, 24 June 2018	RDO						
Monday, 25 June 2018	ANNUAL LEAVE						
Tuesday, 26 June 2018	ANNUAL LEAVE						
Wednesday, 27 June 2018	ANNUAL LEAVE						
Thursday, 28 June 2018	ANNUAL LEAVE						
Friday, 29 June 2018	ANNUAL LEAVE						
Saturday, 30 June 2018	RDO						
<b>Total:</b>							\$2,792.38

Date	Client (travel from)	Client location	Client (travel to)	Client location	Travel Time (minutes)	Applicable Pay Rate (\$/h)	Should Have Been Paid (\$)
Sunday, 1 July 2018	RDO						
Monday, 2 July 2018	BERTMA		WATSAUD		4	\$24.01	\$1.60
Monday, 2 July 2018	WATSAUD		TRANSPORT		5	\$24.01	\$2.00
Monday, 2 July 2018	TRANSPORT		JOHN MARIO		20	\$24.01	\$8.00
Monday, 2 July 2018	JOHN MARIO		NOAKB		16	\$24.01	\$6.40
Monday, 2 July 2018	NOAKB		HAREA		9	\$24.01	\$3.60
Monday, 2 July 2018	HAREA		ODONBE		8	\$24.01	\$3.20
Tuesday, 3 July 2018	FOWLIM		NOAKB		2	\$24.01	\$0.80
Tuesday, 3 July 2018	NOAKB		DAYCO		6	\$24.01	\$2.40
Wednesday, 4 July 2018	BERTMA		ODONBE		1	\$24.01	\$0.40
Wednesday, 4 July 2018	ODONBE		NOAKB		10	\$24.01	\$4.00
Wednesday, 4 July 2018	NOAKB		PEATJ		7	\$24.01	\$2.80
Thursday, 5 July 2018	WATSAUD		POTTMA		8	\$24.01	\$3.20
Thursday, 5 July 2018	POTTMA		BAILB		12	\$24.01	\$4.80
Thursday, 5 July 2018	BAILB		CHARCE		26	\$24.01	\$10.40
Friday, 6 July 2018	GARDG		NOAKB		8	\$24.01	\$3.20
Friday, 6 July 2018	NOAKB		BARRD		7	\$24.01	\$2.80
Friday, 6 July 2018	BARRD		TRANSPORT		5	\$36.02	\$3.00
Saturday, 7 July 2018	RDO						
Sunday, 8 July 2018	RDO						
Monday, 9 July 2018	GARDG & WATSAUD		NOAKB		8	\$24.01	\$3.20
Monday, 9 July 2018	NOAKB		PEATJ		7	\$24.01	\$2.80
Monday, 9 July 2018	PEATJ		WATSAUD		12	\$24.01	\$4.80
Tuesday, 10 July 2018	MORGAR		PEATJ		8	\$24.01	\$3.20
Tuesday, 10 July 2018	PEATJ		BAILB		13	\$24.01	\$5.20
Tuesday, 10 July 2018	BAILB		FOWLIM		10	\$24.01	\$4.00
Tuesday, 10 July 2018	FOWLIM		ODONBE		9	\$24.01	\$3.60
Wednesday, 11 July 2018	ANDEJO		NOAKB		11	\$24.01	\$4.40
Wednesday, 11 July 2018	NOAKB		VANIE		10	\$24.01	\$4.00
Thursday, 12 July 2018	WHITW		STEPLYN		7	\$24.01	\$2.80
Thursday, 12 July 2018	STEPLYN		CHARCE		21	\$24.01	\$8.40
Friday, 13 July 2018	TURNB		FOWLIM		9	\$24.01	\$3.60
Friday, 13 July 2018	FOWLIM		NOAKB		2	\$36.02	\$1.20
Saturday, 14 July 2018	WHITGR		ODONBE		18	\$36.02	\$10.81
Saturday, 14 July 2018	ODONBE		WHITGR		18	\$36.02	\$10.81
Saturday, 14 July 2018	WHITGR		GARDG		17	\$48.02	\$13.61
Sunday, 15 July 2018	RDO						
Monday, 16 July 2018	BERTMA		GARDG & WATSAUD		4	\$24.01	\$1.60
Monday, 16 July 2018	GARDG & WATSAUD		NOAKB		8	\$24.01	\$3.20
Monday, 16 July 2018	NOAKB		HAREA		9	\$24.01	\$3.60
Monday, 16 July 2018	HAREA		ODONBE		8	\$24.01	\$3.20
Tuesday, 17 July 2018	FOWLIM		OFFICE		6	\$24.01	\$2.40



























Monday, 21 January 2019	DAYCO			PEATJ		5	\$24.01	\$2.00
Tuesday, 22 January 2019	BERTMA			PEATJ		10	\$24.01	\$4.00
Tuesday, 22 January 2019	PEATJ			BAILB		13	\$24.01	\$5.20
Tuesday, 22 January 2019	BAILB			FOWLM		10	\$24.01	\$4.00
Wednesday, 23 January 2019	ANDEJO			LINES		5	\$24.01	\$2.00
Wednesday, 23 January 2019	LINES			VANIE		6	\$24.01	\$2.40
Thursday, 24 January 2019	WHITW			STEPLYN		7	\$24.01	\$2.80
Thursday, 24 January 2019	STEPLYN			CHARGE		21	\$24.01	\$8.40
Thursday, 24 January 2019	CHARGE			OFFICE		21	\$24.01	\$8.40
Friday, 25 January 2019	TURNB			FOWLM		9	\$24.01	\$3.60
Friday, 25 January 2019	FOWLM			OFFICE		6	\$36.02	\$3.60
Saturday, 26 January 2019	RDO							
Sunday, 27 January 2019	RDO							
Monday, 28 January 2019	PUBLIC HOLIDAY							
Tuesday, 29 January 2019	FOWLM			DAYCO		5	\$24.01	\$2.00
Tuesday, 29 January 2019	DAYCO			FOWLM		5	\$24.01	\$2.00
Wednesday, 30 January 2019	HAREA			FOWLM		8	\$24.01	\$3.20
Wednesday, 30 January 2019	FOWLM			PEATJ		8	\$24.01	\$3.20
Thursday, 31 January 2019	WATSAUD			TRANSPORT		4	\$24.01	\$1.60
Thursday, 31 January 2019	TRANSPORT			POTTMA		8	\$24.01	\$3.20
Thursday, 31 January 2019	POTTMA			BAILB		12	\$24.01	\$4.80
Thursday, 31 January 2019	BAILB			CHARGE		26	\$24.01	\$10.40
Friday, 1 February 2019	FOWLM			LINES		7	\$24.01	\$2.80
Friday, 1 February 2019	LINES			BARRD		6	\$24.01	\$2.40
Friday, 1 February 2019	BARRD			TRANSPORT		5	\$24.01	\$2.00
Friday, 1 February 2019	TRANSPORT			OFFICE		2	\$36.02	\$1.20
Saturday, 2 February 2019	RDO							
Sunday, 3 February 2019	RDO							
Monday, 4 February 2019	WATSAUD			TRANSPORT		4	\$24.01	\$1.60
Monday, 4 February 2019	TRANSPORT			DAYCO		8	\$24.01	\$3.20
Monday, 4 February 2019	DAYCO			PEATJ		5	\$24.01	\$2.00
Tuesday, 5 February 2019	PEATJ			BAILB		13	\$24.01	\$5.20
Tuesday, 5 February 2019	BAILB			FOWLM		10	\$24.01	\$4.00
Wednesday, 6 February 2019	ANDEJO			PEATJ		12	\$24.01	\$4.80
Wednesday, 6 February 2019	PEATJ			LINES		10	\$24.01	\$4.00
Wednesday, 6 February 2019	LINES			VANIE		6	\$24.01	\$2.40
Thursday, 7 February 2019	WHITW			STEPLYN		7	\$24.01	\$2.80
Thursday, 7 February 2019	STEPLYN			CHARGE		21	\$24.01	\$8.40
Friday, 8 February 2019	SICK LEAVE							
Saturday, 9 February 2019	RDO							
<b>Total</b>							<b>\$1,701.92</b>	



**FAIR WORK COMMISSION**

**FOUR YEARLY REVIEW OF MODERN AWARDS**

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

**MATTER NO. 2018/26**

**Exhibit JM2**

**MAGISTRATES COURT OF QUEENSLAND**

REGISTRY: BRISBANE  
NUMBER: M2400/19

Plaintiff: **MARGARET BLACKHURST**

AND

Defendant: **LIVEBETTER SERVICES LIMITED  
(ACN 160 259 512)**

**NOTICE OF INTENTION TO DEFEND**

TAKE NOTICE that the Defendant intends to defend this proceeding.

The facts relied on by the Defendant are set out in the attached defence.

Filed in the Brisbane Registry on: 12 August 2019



**PARTICULARS OF THE DEFENDANT:**

Name: LiveBetter Services Limited (ACN 160 259 512)

Defendant's residential or business address:

Level 1, Byng Street  
Orange NSW 2800

Defendant's solicitors name and firm name: Louise Nixon of Lander &

Rogers as town agent for Nikki Town of  
Kardos Scanlan Lawyers

---

**NOTICE OF INTENTION TO DEFEND**  
Filed on Behalf of the Defendant

Name: Lander & Rogers  
Address: Waterfront Place,  
Level 11, 1 Eagle Street,  
Brisbane, Qld 4000

Form 6, Version 1  
Uniform Civil Procedure Rules 1999  
Rule 139

Phone No: 07 3456 5000  
Email: lnixon@landers.com.au

Solicitor's business address: Lander & Rogers as town agent for Kardos Scanlan  
Lawyers at Waterfront Place, Level 11, 1 Eagle  
Street, Brisbane, Qld 4000

Address for service: Lander & Rogers as town agent for Kardos Scanlan  
Lawyers at Waterfront Place, Level 11, 1 Eagle  
Street, Brisbane, Qld 4000

Telephone: 07 3456 5000

Fax: 07 3456 5001

E-mail address: [lnixon@landers.com.au](mailto:lnixon@landers.com.au)

Signed:  *Louise Marie Nixon Lander + Rogers*

Description: Solicitor

Dated: 12 August 2019

**LOUISE MARIE NIXON**  
1 Eagle Street, Brisbane 4000  
An Australian Legal Practitioner  
within the meaning of the  
Legal Profession Act 2007 (QLD)

MAGISTRATES COURT OF QUEENSLAND

REGISTRY: BRISBANE

NUMBER: M2400/19

Plaintiff: **MARGARET BLACKHURST**

AND

Defendant: **LIVEBETTER SERVICES LIMITED  
(ACN 160 259 512)**

**DEFENCE OF THE DEFENDANT**

The defendant relies on the following facts in defence of the claim:

1. The defendant admits the allegations in paragraphs 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12 and 13 of the statement of claim.
2. The defendant denies the allegation in paragraph 14 of the statement of claim because, pursuant to the *Social, Community, Home Care and Disability Services Industry Award 2010* (the **Award**), properly construed, the Defendant did pay the plaintiff for any work related travel that the plaintiff undertook.
3. The defendant denies the allegation in paragraph 15 of the statement of claim because, when properly construed, the plaintiff was only entitled to be paid for hours worked in accordance with one classification level (or pay point) set out in clause 17 of the Award, at any one point in time.
4. The defendant denies the allegations in paragraph 16 of the statement of claim, and says that:
  - (a) the plaintiff was entitled, pursuant to the Award, to be paid by the defendant for time taken for travel which is (properly construed under the Award) work related travel;
  - (b) the defendant paid, pursuant to the Award, the plaintiff for any time taken for travel which was (properly construed under the Award) work related travel; and

12 AUG 2019



Filed on Behalf of the Defendant

Form 17 Version 2  
Uniform Civil Procedure Rules 1999  
Rule 146

1306485859v1

Name: Lander & Rogers  
Address: Waterfront Place,  
Level 11, 1 Eagle Street,  
Brisbane, Qld 4000

Phone No: 07 3456 5000  
Email: [lnixon@landers.com.au](mailto:lnixon@landers.com.au)

- (c) the plaintiff was not entitled, pursuant to the Award, to be paid for time taken travelling to and from broken shifts.
5. The defendant denies the allegations in paragraph 17 of the statement of claim because:
- (a) of the matters set out in paragraph 4 of this defence;
  - (b) the defendant has no liability for "travel time since 19 June 2017";
  - (c) the defendant has not contravened a term of the Award; and
  - (d) the defendant has not contravened s 45 of the *Fair Work Act 2009* (Cth).
6. The defendant denies the allegations in paragraph 18 of the statement of claim because of the premises set out in paragraphs 4 and 5 of this defence.
7. The defendant does not plead to the prayer for relief (set out in paragraph 19 of the statement of claim).

Signed:



Description: Lander & Rogers Lawyers as town agent for Kardos Scanlan

This pleading was settled by R W Haddrick of Counsel.

#### NOTICE AS TO REPLY

You have fourteen days within which to file and serve a reply to this defence. If you do not do so, you may be prevented from adducing evidence in relation to allegations of fact made in this defence.

**FAIR WORK COMMISSION**

**FOUR YEARLY REVIEW OF MODERN AWARDS**

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

**MATTER NO. 2018/26**

**Exhibit JM3**

MAGISTRATES COURT OF QUEENSLAND

REGISTRY: BRISBANE  
NUMBER: M2400/19

Plaintiff: **MARGARET BLACKHURST**  
AND  
Defendant: **LIVEBETTER SERVICES LIMITED**  
(ACN 160 259 512)

**APPLICATION**

TAKE NOTICE that the Defendant is applying to the Court for the following orders:

1. Pursuant to rule 367 of the *Uniform Civil Procedure Rules 1999*, an order staying the further steps in the proceeding pending the determination of a proceeding or matter before the Full Bench of the Fair Work Commission, in matter number AM2018/26.
2. The plaintiff pay the costs of, and incidental to, the defendant bringing this application.

This application will be heard by the Court at Brisbane

on: ~~2 December~~ **2 December** at ~~10~~ **9** am.  
2019 9

Filed in the Brisbane Registry on 12 September 2019:

Registrar:



APPLICATION

Filed on Behalf of the Defendant

Form 9, Version 1  
Uniform Civil Procedure Rules 1999  
Rule 31

Name: Lander & Rogers (as town agent for Kardos Scanlan Lawyers)  
Address: Waterfront Place, Level 11, 1 Eagle Street, Brisbane QLD 4000

Phone No: 07 3456 5000  
Fax No: NA  
Email: [inixon@landers.com.au](mailto:inixon@landers.com.au)

12 September 2019

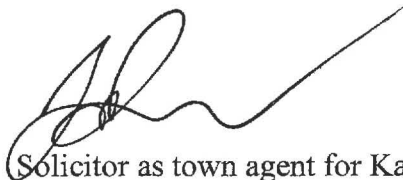
If you wish to oppose this application or to argue that any different order should be made, you must appear before the Court in person or by your lawyer and you shall be heard. If you do not appear at the hearing the orders sought may be made without further notice to you.

On the hearing of the application the applicant intends to rely on the following affidavits:

1. Affidavit of Nicole Town, affirmed on 6 September 2019.

The applicant estimates the hearing should be allocated is 45 Minutes.

Signed:



**Jamie Thomas O'Regan**  
Solicitor

Description: Solicitor as town agent for Kardos Scanlan Lawyers.

Dated: 12 September 2019

This application is to be served on:

Jared Marks  
Industrial Officer  
United Voice  
27 Peel Street  
South Brisbane  
4101 QLD  
Jared.marks@unitedvoice.org.au