

The Exposure Draft was first published on 2 October 2014. Subsequent amendments to the draft are as follows:

Publication date	Reason for amendments	Clauses affected
4 December 2015	To correct minor errors	3.3, 3.5
	Incorporate changes resulting from [2015] FWCFB 3500 , PR566696 , PR568050 and PR566837	10, 11, 15, Schedule C, Schedule D, Schedule E
	To remove ‘Sunday’ from penalty rates for ‘Other than 7 day private medical imaging practice’ as the award does not provide for ordinary hours on a Sunday for those employees.	C.1.1, C.1.3, C.2.1 and C.2.3
	To replace the Shiftwork rates with rates containing the 15% loading instead of ordinary rates	C.1.1
	Incorporate changes resulting from [2014] FWCFB 9412	1, 2, 5, 6, 12, 20, 21, 22, 23, 24, 26, 27, Schedule F, Schedule I
	Incorporate changes resulting from [2015] FWCFB 4658	1, 10, 11, 12, 20, Schedule C
	Incorporate changes resulting from [2015] FWCFB 6656	1
	Incorporate changes resulting from PR559282	10.8
	Incorporate changes agreed by parties summarised in Report to Full Bench 30 October 2015 and in further submissions by parties.	6.4(e), 18.1, 18.2, 19, 23.2, Part 6—, Schedule I
	Incorporate changes agreed by the parties in accordance with Full Bench Hearing 7 October 2015 – Transcript PNN228-475	3.1(b), 15.2(a), 25
31 October 2016	Correct error	26.2
	Incorporate changes resulting from PR580863	Schedule G
	Incorporate changes resulting from [2016] FWCFB 3500 , PR579789 and PR579533 , and PR581528	10, 11, 15, Schedule C, Schedule D, Schedule E
	Incorporate changes resulting from [2016] FWCFB 3953 PR583015	5.2, 20, Schedule J, Schedule K
	Incorporate changes resulting from [2016] FWCFB 4579 PR584110	5.2, 19.4, Schedule L
	Incorporating changes resulting from [2016] FWCFB 7254	3.1(b), 6.4(e), 15.2(a) (comment deleted), 18.1, 18.2, 19, Part 6—(heading amended), 23.2, 25 Schedule I

13 June 2017	Changes based on submissions re: further revised ED	6.3(a) & (b), 18.4, 20.3(b)(i), C.1.1, C.1.3, C.2.1, C.2.3
10 November 2017	Incorporate change resulting from PR583015	20.9(a)
	Incorporate changes resulting from [2017] FWC FB 3500 , PR592287 , PR592123 , PR592689	10, 11, 15, Schedule C, Schedule D, Schedule E
	Incorporates changes resulting from [2017] FWC FB 3433 , PR593822	1.2, 3.2, 3.6, 14, 20, 29.6, Schedule F, Schedule I
Changes agreed to by parties appear in red text. Underlined text indicates new text that is to be included. Strikethrough text indicates existing text that is to be deleted.		

EXPOSURE DRAFT – Revised

Health Professionals and Support Services Award 2015

This exposure draft has been prepared by staff of the Fair Work Commission based on the *Health Professionals and Support Services Award 2010* (the Health Professionals Award) as at 3 December 2015. This exposure draft does not seek to amend any entitlements under the Health Award but has been prepared to address some of the structural issues identified in modern awards.

The review of this award in accordance with s.156 of the *Fair Work Act 2009* is being dealt with in matter [AM2014/204](#). Additionally a number of common issues are being dealt with by the Commission which may affect this award. Transitional provisions have not been included in this exposure draft pending the outcome of the review.

This draft does not represent the concluded view of the Commission in this matter.

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DRAFT

Part 1—Application and Operation

1. Title and commencement

1.1 This award is the *Health Professionals and Support Services Award 2015*.

Clause 1.2 amended in accordance with [\[2017\] FWCFB 3433](#) at [328].

1.2 ~~This modern award, as varied, commenced operation on 1 January 2010. This modern award commenced operation on 1 January 2010. The terms of the award have been varied since that date.~~

1.3 A variation to this award does not affect any right, privilege, obligation or liability that a person acquired, accrued or incurred under the award as it existed prior to that variation.

1.4 Schedule I—Definitions sets out definitions that apply in this award.

1.5 Neither the making of this award nor the operation of any transitional arrangements is intended to result in a reduction in the take-home pay of employees covered by the award. On application by or on behalf of an employee who suffers a reduction in take-home pay as a result of the making of this award or the operation of any transitional arrangements, the Fair Work Commission may make any order it considers appropriate to remedy the situation.

2. The National Employment Standards and this award

2.1 The [National Employment Standards](#) (NES) and this award contain the minimum conditions of employment for employees covered by this award.

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

2.3 The employer must ensure that copies of this award and the NES are available to all employees to whom they apply, either on a notice board which is conveniently located at or near the workplace or through accessible electronic means.

3. Coverage

3.1 This industry and occupational award covers:

- (a) employers throughout Australia in the health industry and their employees in the classifications listed in Schedule A—Classification Definitions to the exclusion of any other modern award; and
- (b) employers engaging a health professional employee in the classifications listed in Schedule A—Classification Definitions.

The matter of whether the list of common health professionals contained in Schedule B is an exhaustive list of those covered by the award or whether it is an indicative list of examples of the types of health professionals is referred to a Full Bench at para [101] of [\[2016\] FWCFCB 7254](#).

Definition of **health industry** retained in coverage clause in accordance with [\[2017\] FWCFCB 3433](#) at [339].

3.2 The **health industry** means employers whose business and/or activity is in the delivery of health care, medical services and dental services

3.3 This award covers any employer which supplies labour on an on-hire basis in the industry set out in clauses 3.1 and 3.2 in respect of on-hire employees in classifications covered by this award, and those on-hire employees, while engaged in the performance of work for a business in that industry. This subclause operates subject to the exclusions from coverage in this award.

3.4 This award covers any employer which supplies on-hire employees in classifications set out in clause 11 and those on-hire employees, if the employer is not covered by another modern award containing a classification which is more appropriate to the work performed by the employee. This subclause operates subject to the exclusions from coverage in this award.

3.5 This award covers employers which provide group training services for apprentices and trainees engaged in the industry and/or parts of industry set out at clauses 3.1 and 3.2 and those apprentices and trainees engaged by a group training service hosted by a company to perform work at a location where the activities described herein are being performed. This clause operates subject to the exclusions from coverage in this award.

3.6 This award does not cover:

References to Fair Work Act changed to 'Act'. See [\[2017\] FWCFCB 3433](#) at [350].

- (a) employees excluded from award coverage by the *Fair Work Act 2009 (Cth)* (~~the Act~~) Act;
- (b) employees who are covered by a modern enterprise award, or an enterprise instrument (within the meaning of the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009 (Cth)*), or employers in relation to those employees; or
- (c) employees who are covered by a State reference public sector modern award, or a State reference public sector transitional award (within the meaning of the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009 (Cth)*), or employers in relation to those employees.

3.7 Where an employer is covered by more than one award, an employee of that employer is covered by the award classification which is most appropriate to the work performed by the employee and to the environment in which the employee normally performs the work.

4. Award flexibility

4.1 Notwithstanding any other provision of this award, an employer and an individual employee may agree to vary the application of certain terms of this award to meet the

genuine individual needs of the employer and the individual employee. The terms the employer and the individual employee may agree to vary the application of, are those concerning:

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

4.2 The employer and the individual employee must have genuinely made the agreement without coercion or duress. An agreement under this clause can only be entered into after the individual employee has commenced employment with the employer.

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

- (a) be confined to a variation in the application of one or more of the terms listed in clause 4.1; and
- (b) result in the employee being better off overall at the time the agreement is made than the employee would have been if no individual flexibility agreement had been agreed to.

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

- (a) be in writing, name the parties to the agreement and be signed by the employer and the individual employee and, if the employee is under 18 years of age, the employee's parent or guardian;
- (b) state each term of this award that the employer and the individual employee have agreed to vary;
- (c) detail how the application of each term has been varied by agreement between the employer and the individual employee;
- (d) detail how the agreement results in the individual employee being better off overall in relation to the individual employee's terms and conditions of employment; and
- (e) state the date the agreement commences to operate.

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

4.6 Except as provided in clause 4.4(a) the agreement must not require the approval or consent of a person other than the employer and the individual employee.

4.7 An employer seeking to enter into an agreement must provide a written proposal to the employee. Where the employee's understanding of written English is limited the employer must take measures, including translation into an appropriate language, to ensure the employee understands the proposal.

4.8 The agreement may be terminated:

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

NOTE: If any of the requirements of [s.144\(4\)](#), which are reflected in the requirements of this clause, are not met then the agreement may be terminated by either the employee or the employer, giving written notice of not more than 28 days (see [s.145](#) of the Act).

4.9 The notice provisions in clause 4.8(a) only apply to an agreement entered into from the first full pay period commencing on or after 4 December 2013. An agreement entered into before that date may be terminated in accordance with clause 4.8(a), subject to four weeks' notice of termination.

4.10 The right to make an agreement pursuant to this clause is in addition to, and is not intended to otherwise affect, any provision for an agreement between an employer and an individual employee contained in any other term of this award.

5. Facilitative provisions

5.1 A facilitative provision provides that the standard approach in an award provision may be departed from by agreement between an employer and an individual employee, or an employer and the majority of employees in the enterprise or part of the enterprise concerned.

5.2 Facilitative provisions in this award are contained in the following clauses:

Clause	Provision	Agreement between an employer and:
9.1(b)	Unpaid meal breaks	An individual
9.2(b)	Paid tea breaks	An individual
12.1	Payment of wages	The majority of employees
19.4	Time off instead of payment for overtime	An individual
20.4	Annual leave in advance	An individual
20.6	Cashing out of annual leave	An individual
23.3(a)	Substitution of public holidays by agreement	The majority of employees

Part 2—Types of Employment and Classifications

6. Types of employment

6.1 Employment categories

- (a) Employees under this award will be employed in one of the following categories:
 - (i) full-time;
 - (ii) part-time; or
 - (iii) casual.
- (b) At the time of engagement an employer will inform each employee whether they are employed on a full-time, part-time or casual basis.
- (c) An employer may direct an employee to carry out such duties that are within the limits of the employee's skill, competence and training, consistent with the respective classification.

6.2 Full-time employment

A full-time employee is engaged to work:

- (a) 38 ordinary hours per week; or
- (b) an average of 38 ordinary hours per week in a fortnight or four week period.

6.3 Part-time employment

- (a) A part-time employee:
 - (i) is engaged to work less than an average of 38 hours per week; **and**
 - (ii) has reasonably predictable hours of work.; **and**
 - ~~(iii) receives, on a pro rata basis, pay and conditions equivalent to those of full-time employees who do the same kind of work.~~
- (b) The terms of this award will apply on a pro rata basis to part-time employees on the basis that the ordinary weekly hours for full-time employees are 38.**
- (c) Before commencing employment, the employer and employee will agree in writing on a regular pattern of work including the:
 - (i) number of hours to be worked each week;
 - (ii) days of the week the employee will work; and
 - (iii) starting and finishing times each day.
- (d) The terms of the agreement in clause 6.3(b) may be varied by agreement and recorded in writing.

6.4 Casual employment

- (a) A casual employee is an employee engaged on an hourly basis, other than as a part-time, full-time or fixed-term employee.
- (b) A casual employee can be engaged to work up to and including 38 ordinary hours per week.
- (c) Subject to clause 6.4(d) the minimum period of engagement of a casual employee is three hours.
- (d) The minimum period of engagement of cleaners employed in private medical practices is two hours.
- (e) **Casual loading**
 - (i) For each ordinary hour worked, a casual employee must be paid:
 - the minimum hourly rate; and
 - a loading of 25% of the minimum hourly rate,applicable to the classification and pay point in which they are employed.
 - (ii) The casual loading is paid instead of the paid leave entitlements of full-time employees.

7. Classifications

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

Part 3—Hours of Work

8. Ordinary hours of work and rostering

8.1 Ordinary hours

- (a) The ordinary hours of work for a full-time employee are an average of 38 hours per week in a fortnight or four week period.
- (b) Not more than 10 ordinary hours of work (exclusive of meal breaks) are to be worked in any one day.

8.2 Span of hours—day workers

- (a) The ordinary hours of work for a day worker are worked between 6.00 am and 6.00 pm, Monday to Friday, unless otherwise stated.
- (b) **Private medical, dental and pathology practices**

The ordinary hours of work for a day worker in private medical, dental and pathology practices are worked between:

- (i) 7.30 am and 9.00 pm, Monday to Friday; and
- (ii) 8.00 am and 4.30 pm on Saturday.

(c) Private medical imaging practices—five and a half day practices

Where a practice services patients on a five and a half day a week basis, the ordinary hours of work for an employee are worked between:

- 7.00 am and 9.00 pm, Monday to Friday; and
- 8.00 am and 1.00 pm on Saturday.

(d) Private medical imaging practices—seven day practices

- (i) Where a practice services patients on a seven day a week basis, the ordinary hours of work for an employee at that location are worked between 7.00 am and 9.00 pm, Monday to Sunday.
- (ii) Payment for weekend work under clause 8.2(d)(i) is paid in accordance with clause 18.2.

(e) Physiotherapy practices

In physiotherapy practices, the ordinary hours of work for a day worker will be worked between:

- (i) 6.00 am and 6.00 pm, Monday to Friday; and
- (ii) 6.00 am to 12.00 noon on Saturday.

8.3 Rostering

- (a) The ordinary hours of work for each employee will be displayed on a fortnightly roster in a place conveniently accessible to employees. The roster will be posted at least two weeks before the commencement of the roster period.
- (b) Seven days' notice will be given of a change in a roster. However, a roster may be altered at any time to enable the functions of the hospital, facility or organisation to be carried on where another employee is absent from duty on account of illness or in an emergency.
- (c) Unless the employer otherwise agrees, an employee desiring a roster change will give seven days' notice except where the employee is ill or in an emergency.

9. Breaks

9.1 Unpaid meal breaks

- (a) An employee who works in excess of five hours will be entitled to an unpaid meal break of between 30 minutes and 60 minutes.
- (b) The time of taking the meal break may be varied by agreement between the employer and employee.

9.2 Paid tea breaks

- (a) Every employee will be entitled to a paid 10 minute tea break in each four hours worked at a time to be agreed between the employer and employee.
- (b) Subject to agreement between the employer and employee, such breaks may be taken as one 20 minute tea break.
- (c) Tea breaks will be counted as time worked.

Part 4—Wages and Allowances

10. Minimum wages for Support Services employees

Monetary amounts have been adjusted as a result of AWR 2017

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

10.1 Progression through pay points

Progression to the next pay point for all classifications for which there is more than one pay point will be:

- (a) for full-time employees—by annual movement; or
- (b) for part-time or casual employees—after 1824 hours of similar experience, having regard to the acquisition and use of skills.

10.2 Support Services employees

Employee classification	Minimum weekly rate \$	Minimum hourly rate \$
Level 1	738.80	19.44
Level 2	769.40	20.25
Level 3	799.60	21.04
Level 4	809.10	21.29
Level 5	836.40	22.01
Level 6	881.50	23.20
Level 7	897.40	23.62
Level 8		
Pay point 1	927.80	24.42
Pay point 2	952.20	25.06
Pay point 3	1,019.20	26.82

Employee classification	Minimum weekly rate \$	Minimum hourly rate \$
Level 9		
Pay point 1	1037.30	27.30
Pay point 2	1074.20	28.27
Pay point 3	1082.70	28.49

See Schedule C for a summary of hourly rates of pay including overtime and penalties.

10.3 Juniors in Support Services

A junior employee may be engaged to perform the duties of any Support Services classification level in this award and will be paid the following percentage of the adult minimum wage rate for the classification level applicable to the junior employee:

Age	% of appropriate adult rate
Under 17 years	50
17 years	60
18 years	70
19 years	80
20 years	90

10.4 Cooking apprentices

An employee apprenticed in the cooking trade will be paid the percentage of Level 4 set out in the following table:

Year of apprenticeship	% of Level 4 rate
1st year	55
2nd year	65
3rd year	80
4th year	95

10.5 Dental Technician apprentices

(a) An employee apprenticed in the dental technician trade before 1 January 2015 will be paid the percentage of Level 4 set out in the following table:

Year of apprenticeship	Apprentices who have not completed year 12	Apprentices who have completed year 12
	% of Level 4 rate	
1st year	50	51
2nd year	60	61
3rd year	67	67
4th year	80	80

- (b) An employee apprenticed in the dental technician trade on or after 1 January 2015 will be paid the percentage of Level 4 set out in the following table:

Year of apprenticeship	Apprentices who have not completed year 12	Apprentices who have completed year 12
% of Level 4 rate		
1st year	50	55
2nd year	60	65
3rd year	67	67
4th year	80	80

10.6 Gardening and Landscaping apprentices

- (a) An employee apprenticed in the gardening and landscaping trade before 1 January 2015 will be paid the percentage of Level 4 set out in the following table:

Year of apprenticeship	Apprentices who have not completed year 12	Apprentices who have completed year 12
% of Level 4 rate		
1st year	50	52.5
2nd year	60	65
3rd year	75	75
4th year	95	95

- (b) An employee apprenticed in the gardening and landscaping trade on or after 1 January 2015 will be paid the percentage of Level 4 set out in the following table:

Year of apprenticeship	Apprentices who have not completed year 12	Apprentices who have completed year 12
% of Level 4 rate		
1st year	50	55
2nd year	60	65
3rd year	75	75
4th year	95	95

10.7 Adult apprentices

- (a) The minimum rate for an adult apprentice who commenced on or after 1 January 2014 and is in the first year of their apprenticeship must be 80% of the minimum wage for Level 4 in clause 10.2, or the rate prescribed by clause 10.4, 10.5 or 10.6 for the relevant year of the apprenticeship, whichever is the greater.
- (b) The minimum rate for an adult apprentice who commenced on or after 1 January 2014 and is in the second or subsequent years of their apprenticeship must be the rate for the lowest adult classification in clause 10.2 or the rate

prescribed by the relevant apprenticeship clause 10.4, 10.5 or 10.6 for the relevant year of the apprenticeship, whichever is the greater.

- (c) A person employed by an employer under this award immediately prior to entering into a training agreement as an adult apprentice with that employer must not suffer a reduction in their minimum wage by virtue of entering into the training agreement, provided that the person has been an employee in that enterprise for at least:
 - (i) six months as a full-time employee; or
 - (ii) twelve months as a part-time or regular and systematic casual employee, immediately prior to commencing the apprenticeship.
- (d) For the purpose only of fixing a minimum wage, an adult apprentice meeting the requirements of clause 10.7(c) must continue to receive the minimum wage that applies to the classification specified in clause 10.2 in which the adult apprentice was engaged immediately prior to entering into the training agreement.

10.8 Apprentice conditions of employment

- (a) Except as provided in this clause or where otherwise stated, all conditions of employment specified in this award apply to apprentices.
- (b) Where an apprentice is required to attend block release training for training identified in or associated with their training contract, and such training requires an overnight stay, the employer must pay for the excess reasonable travel costs incurred by the apprentice in the course of travelling to and from such training. Provided that this clause will not apply where the apprentice could attend an alternative Registered Training Organisation (RTO) and the use of the more distant RTO is not agreed between the employer and the apprentice.
- (c) For the purposes of 10.8(b) above, excess reasonable travel costs include the total costs of reasonable transportation (including transportation of tools where required), accommodation costs incurred while travelling (where necessary) and reasonable expenses incurred while travelling, including meals, which exceed those incurred in travelling to and from work. For the purposes of this subclause, excess travel costs do not include payment for travelling time or expenses incurred while not travelling to and from block release training.
- (d) The amount payable by an employer under 10.8(b) may be reduced by an amount the apprentice is eligible to receive for travel costs to attend block release training under a Government apprentice assistance scheme. This will only apply if an apprentice has either received such assistance or their employer has advised them in writing of the availability of such assistance.
- (e) All training fees charged by an RTO for prescribed courses and the cost of all prescribed textbooks (excluding those textbooks which are available in the employer's technical library) for the apprenticeship, which are paid by an apprentice, shall be reimbursed by the employer within six months of the commencement of the apprenticeship or the relevant stage of the apprenticeship, or within three months of the commencement of the training

provided by the RTO, whichever is the later, unless there is unsatisfactory progress.

- (f) An employer may meet its obligations under 10.8(e) by paying any fees and/or cost of textbooks directly to the RTO.
- (g) An apprentice is entitled to be released from work without loss of continuity of employment and to payment of the appropriate wages to attend any training and assessment specified in, or associated with, the training contract.
- (h) Time spent by an apprentice in attending any training and/or assessment specified in, or associated with, the training contract is to be regarded as time worked for the employer for the purposes of calculating the apprentice's wages and determining the apprentice's employment conditions. This subclause operates subject to the provisions of Schedule H—School-based Apprentices.
- (i) No apprentice will, except in an emergency, work or be required to work overtime or shiftwork at times which would prevent their attendance at training consistent with their training contract.

11. Minimum wages for Health Professional employees

Monetary amounts have been adjusted as a result of AWR 2017

11.1 Progression through pay points

(a) Progression through level 1

Employees will enter at the relevant pay point and then progress through each pay point until they reach pay point 6 as follows:

- (i) for a full-time employee— annually; or
- (ii) for part-time or casual employees— after 1824 hours' experience.

(b) Progression through levels 2–4

Progression to the next pay point for all classifications for which there is more than one pay point will be:

- (i) for full-time employees—by annual movement; or
- (ii) for part-time or casual employees—after 1824 hours of similar experience,

having regard to the acquisition and use of skills.

11.2 Health Professional employee—level 1

	Minimum weekly rate \$	Minimum hourly rate \$
Pay point 1 (UG 2 qualification)	848.70	22.33
Pay point 2 (three year degree entry)	881.50	23.20
Pay point 3 (four year degree entry)	920.40	24.22

	Minimum weekly rate \$	Minimum hourly rate \$
Pay point 4 (Masters degree entry)	952.20	25.06
Pay point 5 (PhD entry)	1,037.30	27.30
Pay point 6	1,074.20	28.27

11.3 Health Professional employee—level 2

	Minimum weekly rate \$	Minimum hourly rate \$
Pay point 1	1,080.10	28.42
Pay point 2	1,119.20	29.45
Pay point 3	1,161.90	30.58
Pay point 4	1,208.20	31.79

11.4 Health Professional employee—level 3

	Minimum weekly rate \$	Minimum hourly rate \$
Pay point 1	1,260.70	33.18
Pay point 2	1,295.90	34.10
Pay point 3	1,323.90	34.84
Pay point 4	1,382.60	36.38
Pay point 5	1,433.70	37.73

11.5 Health Professional employee—level 4

	Minimum weekly rate \$	Minimum hourly rate \$
Pay point 1	1,526.30	40.17
Pay point 2	1,628.90	42.87
Pay point 3	1,771.40	46.62
Pay point 4	1,955.50	51.46

See Schedule C for a summary of hourly rates of pay including overtime and penalties.

12. Payment of wages

12.1 Wages will be paid weekly or fortnightly or, by agreement between the employer and the majority of employees, monthly.

- 12.2** Wages will be paid by cash, cheque or electronic funds transfer, as determined by the employer, into the bank or financial institution account nominated by the employee.

NOTE: Regulations 3.33(3) and 3.46(1)(g) of *Fair Work Regulations 2009* set out the requirements for pay records and the content of payslips including the requirement to separately identify any allowance paid.

13. Supported wage system

For employees who because of the effects of a disability are eligible for a supported wage, see Schedule E—Supported Wage System.

14. National training wage

Clause 14 substituted per [PR593822](#)

- (a) Schedule E to the *Miscellaneous Award 2010* sets out minimum wage rates and conditions for employees undertaking traineeships.
- (b) This award incorporates the terms of Schedule E to the *Miscellaneous Award 2010* as at 1 July 2017. Provided that any reference to “this award” in Schedule E to the *Miscellaneous Award 2010* is to be read as referring to the *Health Professionals and Support Services Award 2010* and not the *Miscellaneous Award 2010*.

~~For employees undertaking a traineeship, see Schedule F—National Training Wage.~~

15. Allowances

Monetary amounts adjusted as a result of AWR 2017

- 15.1** Employers must pay to an employee the allowances the employee is entitled to under this award. See Schedule D for a summary of monetary allowances and method of adjustment.

15.2 Wage related allowances

(a) Heat allowance

- (i) Where work continues for more than two hours in temperatures exceeding 46 degrees Celsius employees will be entitled to 20 minutes rest after every two hours work without deduction of pay.
- (ii) It will be the responsibility of the employer to ascertain the temperature.
- (iii) Employees employed at their current place of work prior to 8 August 1991 working for more than one hour in the shade in places where the temperature is raised by artificial means will be paid the following amounts:
 - where the temperature exceeds 40 degrees Celsius but does not exceed 46 degrees Celsius—**\$0.44** per hour or part thereof; or

- where the temperature exceeds 46 degrees Celsius—**\$0.53** per hour or part thereof.

(b) Nauseous work allowance

- (i) An allowance of **\$0.44** per hour or part thereof will be paid to an employee in any classification if:
- they are engaged in handling linen of a nauseous nature other than linen sealed in airtight containers; and/or
 - for work which is of an unusually dirty or offensive nature having regard to the duty normally performed by such employee in such classification.
- (ii) Any employee who is entitled to this allowance will be paid a minimum of **\$2.38** per week for nauseous or offensive work performed in any week.

(c) Occasional interpreting allowance

An employee not employed as a full-time interpreter who is required to perform interpreting duties will receive an additional **\$0.97** on each occasion with a maximum additional payment of **\$11.20** per week.

(d) On call allowance

An employee required by the employer to be on call will receive the following additional amounts for each 24 hour period or part thereof:

- (i) when the on call period is between Monday and Saturday inclusive—**\$19.04** per 24 hour period; and
- (ii) when the on call period is on a Sunday or public holiday—**\$37.99** per 24 hour period.

15.3 Expense related allowances

(a) Blood check allowance

Any employee exposed to radiation hazards in the course of their work will be entitled to a blood count as often as is considered necessary and will be reimbursed for any out of pocket expenses arising from such test.

(b) Clothing and equipment

- (i) Employees required to wear uniforms will be supplied with an adequate number of uniforms appropriate to the occupation free of cost. Uniforms are to remain the property of the employer and be laundered and maintained by the employer free of cost to the employee.

(ii) Uniform allowance

Instead of the provision of such uniforms, the employer may, by agreement with the employee, pay an employee a uniform allowance of:

- **\$1.23** per shift or part thereof on duty; or

- **\$6.24** per week,
whichever is the lesser amount.

(iii) Laundry allowance

Where an employee's uniforms are not laundered by or at the expense of the employer the employee will be paid a laundry allowance of:

- **\$0.32** per shift or part thereof on duty; or
- **\$1.49** per week,

whichever is the lesser amount.

- (iv)** The uniform allowance, but not the laundry allowance, will be paid during all absences on leave, except absences on long service leave and absence on personal/carer's leave longer than 21 days. Where, prior to the taking of leave, an employee was paid a uniform allowance other than at the weekly rate, the rate to be paid during absence on leave will be the average of the allowance paid during the four weeks immediately preceding the taking of leave.
- (v)** Where an employer requires an employee to wear rubber gloves, special clothing or where safety equipment is required for the work performed by an employee, the employer must reimburse the employee for the cost of purchasing the special clothing or safety equipment, except where the clothing or equipment is provided by the employer.

(c) Damaged clothing allowance

- (i)** Where an employee, in the course of their employment suffers any damage to or soiling of clothing or other personal effects (excluding female hosiery), the employer will be liable for the replacement, repair or the cleaning of the clothing or personal effects provided immediate notification is given of the damage or soiling.
- (ii)** This clause will not apply where the damage or soiling is caused by the negligence of the employee.

(d) Deduction for board and lodging

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

- (i)** employees receiving full adult rate of pay—**\$24.49**; or
- (ii)** trainees—**\$11.06**; and
- (iii)** where the employee buys their meals at ruling cafeteria rates, by an additional amount of—**\$15.26**.

(e) Meal allowances

- (i)** When required to work after the usual finishing hour of work beyond one hour or, in the case of shiftworkers, when the overtime work on any shift exceeds one hour, an employee will be:

- supplied with an adequate meal where an employer has adequate cooking and dining facilities; or
 - paid a meal allowance of **\$12.62**.
- (ii) In addition to the allowance provided for in clause 15.3(e)(i), where overtime work exceeds four hours, a further meal allowance of **\$11.37** will be paid.
- (iii) Clauses 15.3(e)(i) and (ii) will not apply when an employee could reasonably return home for a meal within the meal break.
- (iv) On request the meal allowance will be paid on the same day as overtime is worked.
- (f) **Telephone allowance**
- Where the employer requires an employee to install and/or maintain a telephone for the purpose of being on call, the employer will refund the installation costs and the subsequent rental charges on production of receipted accounts.
- (g) **Tool allowance**
- A tool allowance of **\$11.45** per week for the supply and maintenance of tools will be paid to chefs and cooks who are not provided with all necessary tools by the employer.
- (h) **Travelling, transport and fares**
- (i) An employee required and authorised to use their own motor vehicle in the course of their duties will be paid an allowance of not less than **\$0.78** per kilometre.
- (ii) When an employee is involved in travelling on duty, if the employer cannot provide the appropriate transport, all reasonably incurred expenses in respect to fares, meals and accommodation will be met by the employer on production of receipted account(s) or other evidence acceptable to the employer.
- (iii) The employee will not be entitled to reimbursement for expenses referred to in clause 15.3(h)(ii), which exceed the mode of transport, meals or the standard of accommodation agreed with the employer, for these purposes.

16. Higher duties

- 16.1** A Support Services employee engaged for two hours or less in any duties carrying a higher wage rate than the classification in which they are ordinarily employed will be paid at the higher wage rate for the time worked at the higher level.
- 16.2** A Support Services employee engaged for more than two hours in any duties carrying a higher wage rate than the classification in which they are ordinarily employed will be paid at the higher wage rate for the full day or shift worked at the higher level.

- 16.3** An employee classified as a Health Professional who is authorised to assume the duties of another employee on a higher classification under this award for a period of five or more consecutive working days will be paid for the period for which they assumed such duties at not less than the minimum rate prescribed for the classification applying to the employee so relieved.

17. Superannuation

17.1 Superannuation legislation

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

17.2 Employer contributions

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

17.3 Voluntary employee contributions

- (a) Subject to the governing rules of the relevant superannuation fund, an employee may, in writing, authorise their employer to pay on behalf of the employee a specified amount from the post-taxation wages of the employee into the same superannuation fund as the employer makes the superannuation contributions provided for in clause 17.2.
- (b) An employee may adjust the amount the employee has authorised their employer to pay from the wages of the employee from the first of the month following the giving of three months' written notice to their employer.
- (c) The employer must pay the amount authorised under clauses 17.3(a) or (b) no later than 28 days after the end of the month in which the deduction authorised under clauses 17.3(a) or (b) was made.

17.4 Superannuation fund

Unless, to comply with superannuation legislation, the employer is required to make the superannuation contributions provided for in clause 17.2 to another superannuation fund that is chosen by the employee, the employer must make the superannuation contributions provided for in clause 17.2 and pay the amount authorised under clauses 17.3(a) or (b) to one of the following superannuation funds or its successor:

- (a) First State Super;
- (b) Health Industry Plan (HIP);
- (c) Health Employees Superannuation Trust of Australia (HESTA);
- (d) Catholic Super (CSF);
- (e) Mercy Super;
- (f) Sunsuper;
- (g) Tasplan;
- (h) CareSuper;
- (i) NGS Super;
- (j) Statewide Superannuation Trust;
- (k) any superannuation fund to which the employer was making superannuation contributions for the benefit of its employees before 12 September 2008, provided the superannuation fund is an eligible choice fund and is a fund that offers a MySuper product or is an exempt public sector superannuation scheme; or
- (l) a superannuation fund or scheme which the employee is a defined benefit member of.

Part 5—Penalties and Overtime

18. Penalty rates and shiftwork

18.1 Weekend penalties—day worker

- (a) For all ordinary hours worked between midnight Friday and midnight Sunday, a day worker will be paid **150%** of the minimum hourly rate applicable to their classification and pay point.
- (b) A casual employee who works on a Saturday or Sunday will be paid **175%** of the minimum hourly rate applicable to their classification and pay point for all time worked, but will not be paid the casual loading of **25%**.

18.2 Weekend work in private medical imaging seven day practice

- (a) Work performed on a Saturday in accordance with clause 8.2(d)(i) will be paid at the rate of **125%** of the minimum hourly rate applicable to their classification and pay point instead of the loading prescribed in clause 18.1.
- (b) Work performed on a Sunday in accordance with clause 8.2(d)(i) will be paid at the rate of **150%** of the minimum hourly rate applicable to their classification and pay point instead of the loading prescribed in clause 18.1.

18.3 Public holidays

Payment for public holidays is in accordance with clause 23.1.

18.4 Shiftwork penalties

Where the ordinary rostered hours of work of a shiftworker finish between 6.00 pm and 8.00 am or commence between 6.00 pm and 6.00 am, the employee will be paid **115%** of the ~~the~~ minimum hourly rate of pay applicable to their classification and pay point.

19. Overtime rates

19.1 Overtime is paid in the following circumstances:

- (a) Where a full-time employee:
 - (i) works in excess of their ordinary hours;
 - (ii) works in excess of 10 hours per shift;
- (b) Where a part-time employee:
 - (i) works in excess of their ordinary hours, except where agreement has been reached in accordance with clauses 6.3(d); and/or
 - (ii) works in excess of 10 hours per shift; and/or
 - (iii) works in excess of an average of 38 hours per week in a fortnight or four week period.
- (c) Where a casual employee:
 - (i) works in excess of 10 hours per shift; and/or
 - (ii) works in excess of 38 hours per week or 76 hours in a fortnight.
- (d) Where an employee is deprived of part of their break between shifts as required by clause 19.3.

19.2 An employee who works overtime shall be paid the following rates ~~based on the minimum hourly rate~~ for their employment classification:

- (a) Monday to Saturday - **150% of the minimum hourly rate** for the first two hours and **200% of the minimum hourly rate** thereafter;
- (b) Sunday - **200% of the minimum hourly rate**;

- (c) Public Holidays - **250% of the minimum hourly rate**;
- (d) Overtime rates under this clause will be in substitution for and not cumulative upon the penalties and loadings prescribed in clause 18 – Penalty rates and shiftwork and the casual loading in clause 6.4(e).

19.3 Rest period after overtime

- (a) An employee working overtime is entitled to 10 consecutive hours off duty between the termination of work on one day and the commencement of work on the next day, without loss of pay for ordinary hours.
- (b) If, on the instructions of the employer, an employee referred to in clause 19.3(a) does not receive 10 consecutive hours off duty, the employee is entitled:
 - (i) to be paid at a rate of **200%** of the minimum hourly rate applicable to their classification and pay point until being released from duty; and
 - (ii) upon being released from duty, to be absent until they have had at least 10 consecutive hours off duty, without loss of pay for ordinary working time occurring during their absence.

19.4 Time off instead of payment for overtime

- (a) An employee and employer may agree in writing to the employee taking time off instead of being paid for a particular amount of overtime that has been worked by the employee.
- (b) Any amount of overtime that has been worked by an employee in a particular pay period and that is to be taken as time off instead of the employee being paid for it must be the subject of a separate agreement under clause 19.4.
- (c) An agreement must state each of the following:
 - (i) the number of overtime hours to which it applies and when those hours were worked;
 - (ii) that the employer and employee agree that the employee may take time off instead of being paid for the overtime;
 - (iii) that, if the employee requests at any time, the employer must pay the employee, for overtime covered by the agreement but not taken as time off, at the overtime rate applicable to the overtime when worked;
 - (iv) that any payment mentioned in subparagraph (iii) must be made in the next pay period following the request.

Note: An example of the type of agreement required by this clause is set out at Schedule L. There is no requirement to use the form of agreement set out at Schedule L. An agreement under clause 19.4 can also be made by an exchange of emails between the employee and employer, or by other electronic means.

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

EXAMPLE: By making an agreement under clause 19.4 an employee who worked 2 overtime hours is entitled to 2 hours' time off.

- (e) Time off must be taken:
 - (i) within the period of 6 months after the overtime is worked; and
 - (ii) at a time or times within that period of 6 months agreed by the employee and employer.
- (f) If the employee requests at any time, to be paid for overtime covered by an agreement under clause 19.4 but not taken as time off, the employer must pay the employee for the overtime, in the next pay period following the request, at the overtime rate applicable to the overtime when worked.
- (g) If time off for overtime that has been worked is not taken within the period of 6 months mentioned in paragraph (e), the employer must pay the employee for the overtime, in the next pay period following those 6 months, at the overtime rate applicable to the overtime when worked.
- (h) The employer must keep a copy of any agreement under clause 19.4 as an employee record.
- (i) An employer must not exert undue influence or undue pressure on an employee in relation to a decision by the employee to make, or not make, an agreement to take time off instead of payment for overtime.
- (j) An employee may, under section 65 of the Act, request to take time off, at a time or times specified in the request or to be subsequently agreed by the employer and the employee, instead of being paid for overtime worked by the employee. If the employer agrees to the request then clause 19.4 will apply, including the requirement for separate written agreements under paragraph (b) for overtime that has been worked.

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

- (k) If, on the termination of the employee's employment, time off for overtime worked by the employee to which clause 19.4 applies has not been taken, the employer must pay the employee for the overtime at the overtime rate applicable to the overtime when worked.

Note: Under section 345(1) of the Act, a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 19.4.

19.5 Recall to work overtime

An employee who is recalled to work overtime after leaving the employer's premises will be paid for a minimum of two hours' work at the appropriate overtime rate.

19.6 Paid rest break during overtime

An employee working overtime will take a paid rest break of 20 minutes after each four hours of overtime worked if required to continue work after the break.

Part 6—Leave, Public Holidays, Termination of Employment and Other NES Entitlements

20. Annual leave

20 amended in accordance with [PR583015](#)

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

20.2 Additional leave for certain shiftworkers

- (a) The NES provides that an employee who is defined as a shiftworker under this clause is entitled to an additional week's annual leave on the same terms and conditions.
- (b) For the purpose of the NES a shiftworker is an employee who is regularly rostered to work Sundays and public holidays.

20.3 Annual leave loading

For the period of annual leave in addition to their ordinary pay:

- (a) an employee, other than a shiftworker, will be paid an annual leave loading of **17.5%** of their minimum rate of pay;
- (b) a shiftworker will be paid the higher of:
 - (i) an annual leave loading of **17.5%** of their minimum rate of pay; or
 - (ii) the weekend and shift penalties the employee would have received had they not been on leave during the relevant period.

NOTE: Where an employee is receiving overaward payments such that the employee's base rate of pay is higher than the rate specified under this award, the employee is entitled to receive the higher rate while on a period of paid annual leave (see ss.16 and 90 of the Act).

20.4 Annual leave in advance

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

Note: An example of the type of agreement required by clause 20.4 is set out at Schedule J. There is no requirement to use the form of agreement set out at Schedule J.

- (c) The employer must keep a copy of any agreement under clause 20.4 as an employee record.

- (d) If, on the termination of the employee's employment, the employee has not accrued an entitlement to all of a period of paid annual leave already taken in accordance with an agreement under clause 20.4, the employer may deduct from any money due to the employee on termination an amount equal to the amount that was paid to the employee in respect of any part of the period of annual leave taken in advance to which an entitlement has not been accrued.

20.5 Close down periods—dental and medical practices

- (a) Where an employer temporarily closes a dental or medical practice, an employee may be directed to take paid annual leave during part or all of this period provided such direction is reasonable.
- (b) Where an employee does not have sufficient accrued annual leave for this period, they may be required to take annual leave in advance where such requirement is reasonable.

20.6 Cashing out of annual leave

- (a) Paid annual leave must not be cashed out except in accordance with an agreement under clause 20.6.
- (b) Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement under clause 20.6.
- (c) An employer and an employee may agree in writing to the cashing out of a particular amount of accrued paid annual leave by the employee.
- (d) An agreement under clause 20.6 must state:
 - (i) the amount of leave to be cashed out and the payment to be made to the employee for it; and
 - (ii) the date on which the payment is to be made.
- (e) An agreement under clause 20.6 must be signed by the employer and employee and, if the employee is under 18 years of age, by the employee's parent or guardian.
- (f) The payment must not be less than the amount that would have been payable had the employee taken the leave at the time the payment is made.
- (g) An agreement must not result in the employee's remaining accrued entitlement to paid annual leave being less than 4 weeks.
- (h) The maximum amount of accrued paid annual leave that may be cashed out in any period of 12 months is 2 weeks.
- (i) The employer must keep a copy of any agreement under clause 20.6 as an employee record.

Note 1: Under section 344 of the Fair Work Act Act, an employer must not exert undue influence or undue pressure on an employee to make, or not make, an agreement under clause 20.6.

Note 2: Under section 345(1) of the ~~Fair Work Act Act~~, a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 20.6.

Note 3: An example of the type of agreement required by clause 20.6 is set out at Schedule K. There is no requirement to use the form of agreement set out at Schedule K.

20.7 Excessive leave accruals: general provision

Note: Clauses 20.7 to 20.9 contain provisions, additional to the National Employment Standards, about the taking of paid annual leave as a way of dealing with the accrual of excessive paid annual leave. See Part 2.2, Division 6 of the ~~Fair Work Act Act~~.

- (a) An employee has an **excessive leave accrual** if the employee has accrued more than 8 weeks' paid annual leave (or 10 weeks' paid annual leave for a shiftworker, as defined by clause 20.2).
- (b) If an employee has an excessive leave accrual, the employer or the employee may seek to confer with the other and genuinely try to reach agreement on how to reduce or eliminate the excessive leave accrual.
- (c) Clause 20.8 sets out how an employer may direct an employee who has an excessive leave accrual to take paid annual leave.
- (d) Clause 20.9 sets out how an employee who has an excessive leave accrual may require an employer to grant paid annual leave requested by the employee.

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

- (a) If an employer has genuinely tried to reach agreement with an employee under clause 20.7(b) but agreement is not reached (including because the employee refuses to confer), the employer may direct the employee in writing to take one or more periods of paid annual leave.
- (b) However, a direction by the employer under paragraph (a):
 - (i) is of no effect if it would result at any time in the employee's remaining accrued entitlement to paid annual leave being less than 6 weeks when any other paid annual leave arrangements (whether made under clause 20.7, 20.8 or 20.9 or otherwise agreed by the employer and employee) are taken into account; and
 - (ii) must not require the employee to take any period of paid annual leave of less than one week; and
 - (iii) must not require the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the direction is given; and
 - (iv) must not be inconsistent with any leave arrangement agreed by the employer and employee.
- (c) The employee must take paid annual leave in accordance with a direction under paragraph (a) that is in effect.

- (d) An employee to whom a direction has been given under paragraph (a) may request to take a period of paid annual leave as if the direction had not been given.

Note 1: Paid annual leave arising from a request mentioned in paragraph (d) may result in the direction ceasing to have effect. See clause 20.8(b)(i).

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

20.9 Excessive leave accruals: request by employee for leave

~~(a) Clause 20.9 comes into operation from 29 July 2017.~~

- (a) If an employee has genuinely tried to reach agreement with an employer under clause 20.7(b) but agreement is not reached (including because the employer refuses to confer), the employee may give a written notice to the employer requesting to take one or more periods of paid annual leave.
- (b) However, an employee may only give a notice to the employer under paragraph (a) if:
- (i) the employee has had an excessive leave accrual for more than 6 months at the time of giving the notice; and
 - (ii) the employee has not been given a direction under clause 20.8(a) that, when any other paid annual leave arrangements (whether made under clause 20.7, 20.8 or 20.9 or otherwise agreed by the employer and employee) are taken into account, would eliminate the employee's excessive leave accrual.
- (c) A notice given by an employee under paragraph (a) must not:
- (i) if granted, result in the employee's remaining accrued entitlement to paid annual leave being at any time less than 6 weeks when any other paid annual leave arrangements (whether made under clause 20.7, 20.8 or 20.9 or otherwise agreed by the employer and employee) are taken into account; or
 - (ii) provide for the employee to take any period of paid annual leave of less than one week; or
 - (iii) provide for the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the notice is given; or
 - (iv) be inconsistent with any leave arrangement agreed by the employer and employee.
- (d) An employee is not entitled to request by a notice under paragraph (a) more than 4 weeks' paid annual leave (or 5 weeks' paid annual leave for a shiftworker, as defined by clause 20.2) in any period of 12 months.
- (e) The employer must grant paid annual leave requested by a notice under paragraph (a).

21. Personal/carer's leave and compassionate leave

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

22. Parental leave and related entitlements

Parental leave and related entitlements are provided for in the NES.

23. Public holidays

23.1 Public holidays are provided for in the NES.

23.2 Any employee required to work on a public holiday will be paid **250%** of the minimum hourly rate applicable to their classification and pay point for all time worked.

23.3 Substitution of public holidays by agreement

- (a) An employer and the employees may agree to substitute another day for a public holiday.
- (b) Where there is no agreement, the employer may substitute another day but not so as to give an employee less time off work than the employee would have had if the employee had received the public holiday.

23.4 Part-day public holidays

For provisions relating to part-day public holidays see Schedule G—2016 Part-day public holidays.

24. Community service leave

Community service leave is provided for in the NES.

25. Ceremonial leave

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

26. Termination of employment

26.1 Notice of termination is provided for in the NES.

26.2 Notice of termination by an employee

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

26.3 Job search entitlement

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

27. Redundancy

27.1 Redundancy pay is provided for in the NES.

27.2 Transfer to lower paid duties

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

27.3 Employee leaving during notice period

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

27.4 Job search entitlement

- (a) An employee given notice of termination in circumstances of redundancy must be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- (b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee must, at the request of the employer, produce proof of attendance at an interview or they will not be entitled to payment for the time absent. For this purpose a statutory declaration is sufficient.
- (c) This entitlement applies instead of clause 26.3.

Part 7—Consultation and Dispute Resolution

28. Consultation

28.1 Consultation regarding major workplace change

- (a) **Employers to notify**
 - (i) Where an employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer

must notify the employees who may be affected by the proposed changes and their representatives, if any.

- (ii) **Significant effects** include termination of employment; major changes in the composition, operation or size of the employer's workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations; and the restructuring of jobs. Provided that where this award makes provision for alteration of any of these matters an alteration is deemed not to have significant effect.

(b) Employers to discuss change

- (i) The employer must discuss with the employees affected and their representatives, if any, the introduction of the changes referred to in clause 28.1(a), the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees and must give prompt consideration to matters raised by the employees and/or their representatives in relation to the changes.
- (ii) The discussions must commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in clause 28.1(a).
- (iii) For the purposes of such discussion, the employer must provide in writing to the employees concerned and their representatives, if any, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees provided that no employer is required to disclose confidential information the disclosure of which would be contrary to the employer's interests.

28.2 Consultation about changes to rosters or hours of work

- (a) Where an employer proposes to change an employee's regular roster or ordinary hours of work, the employer must consult with the employee or employees affected and their representatives, if any, about the proposed change.
- (b) The employer must:
 - (i) provide to the employee or employees affected and their representatives, if any, information about the proposed change (for example, information about the nature of the change to the employee's regular roster or ordinary hours of work and when that change is proposed to commence);
 - (ii) invite the employee or employees affected and their representatives, if any, to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities); and
 - (iii) give consideration to any views about the impact of the proposed change that are given by the employee or employees concerned and/or their representatives.

- (c) The requirement to consult under this clause does not apply where an employee has irregular, sporadic or unpredictable working hours.
- (d) These provisions are to be read in conjunction with other award provisions concerning the scheduling of work and notice requirements.

29. Dispute resolution

- 29.1 In the event of a dispute about a matter under this award, or a dispute in relation to the NES, in the first instance the parties must attempt to resolve the matter at the workplace by discussions between the employee or employees concerned and the relevant supervisor. If such discussions do not resolve the dispute, the parties will endeavour to resolve the dispute in a timely manner by discussions between the employee or employees concerned and more senior levels of management as appropriate.
- 29.2 If a dispute about a matter arising under this award or a dispute in relation to the NES is unable to be resolved at the workplace, and all appropriate steps under clause 29.1 have been taken, a party to the dispute may refer the dispute to the Fair Work Commission.
- 29.3 The parties may agree on the process to be utilised by the Fair Work Commission including mediation, conciliation and consent arbitration.
- 29.4 Where the matter in dispute remains unresolved, the Fair Work Commission may exercise any method of dispute resolution permitted by the Act that it considers appropriate to ensure the settlement of the dispute.
- 29.5 An employer or employee may appoint another person, organisation or association to accompany and/or represent them for the purposes of this clause.

References to 'occupational health and safety' change to 'work health and safety'. See [\[2017\] FWCFB 3433](#) at [382].

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

Schedule A—Classification Definitions

A.1 Support Services employees—definitions

A.1.1 Support Services employee—level 1—entry level:

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

- (a) An employee at this level:
- (i) works within established routines, methods and procedures;
 - (ii) has minimal responsibility, accountability or discretion;
 - (iii) works under direct or routine supervision, either individually or in a team; and
 - (iv) is not required to have previous experience or training.

- (b) Indicative roles at this level are:

General and administrative services	Food services	Technical and clinical
Assistant gardener	Food and domestic services assistant	Animal house attendant
Car park attendant		CSSD attendant
Cleaner		Darkroom processor
General clerk		Dental assistant (unqualified)
Hospital orderly		Laboratory assistant
Incinerator operator		Medical imaging support
Laundry hand		Orthotic technician
Seamsperson		Recording attendant (including EEG & ECG)
		Social work/Welfare aide
		Theatre attendant

A.1.2 Support Services employee—level 2

- (a) An employee at this level:
- (i) is capable of prioritising work within established routines, methods and procedures;
 - (ii) is responsible for work performed with a limited level of accountability or discretion;
 - (iii) works under limited supervision, either individually or in a team;
 - (iv) possesses sound communication skills; and

- (v) requires specific on-the-job training and/or relevant skills training or experience.

- (b) In addition to level 1, other indicative roles at this level are:

General and administrative services	Food services	Technical and clinical
Driver (less than 3 tonne) Gardener (non-trade) General clerk/Typist (between 3 months and less than 1 years service) Housekeeper Maintenance/Handyperson (unqualified) Storeperson	Diet cook (a person responsible for the conduct of a diet kitchen; an unqualified (non-trade) cook employed as a sole cook in a kitchen.	Instrument technician Personal care worker grade 1

A.1.3 Support Services employee—level 3

- (a) An employee, other than an administrative/clerical employee, at this level:
- (i) is capable of prioritising work within established routines, methods and procedures;
 - (ii) is responsible for work performed with a medium level of accountability or discretion;
 - (iii) works under limited supervision, either individually or in a team;
 - (iv) possesses sound communication and/or arithmetic skills; and
 - (v) requires specific on-the-job training and/or relevant skills training or experience.
- (b) An administrative/clerical employee at this level undertakes a range of basic clerical functions within established routines, methods and procedures.

- (c) Indicative roles performed at this level are:

General and administrative services	Food services	Technical and clinical
Driver (less than 3 tonne) who is required to hold a St John Ambulance first aid certificate. General clerk/Typist (second and subsequent years of service) Receptionist	Food monitor (an employee whose primary function is to liaise with patients and staff to obtain appropriate meal requirements of patients, and to tally and collate the overall results).	Instrument technician Laboratory assistant Personal care worker grade 2 Theatre technician

A.1.4 Support Services employee—level 4

- (a) An employee at this level:

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- (i) is capable of prioritising work within established policies, guidelines and procedures;
- (ii) is responsible for work performed with a medium level of accountability or discretion;
- (iii) works under limited supervision, either individually or in a team;
- (iv) possesses good communication, interpersonal and/or arithmetic skills; and
- (v) requires specific on-the-job training, may require formal qualifications and/or relevant skills training or experience at Certificate III level.

(b) Indicative roles performed at this level are:

General and administrative services	Food services	Technical and clinical
Clerk (ward, casualty, medical records etc.)	Trade cook	Dental assistant (qualified)
Driver (3 tonne and over)		Dental technician
Gardener (trade)		Instrument technician (qualified)
Medical imaging administration		Orthotic technician
Printer (trade)		Pathology collector
Security officer		Pathology technician
		Personal care worker grade 3
		Theatre technician (qualified)

A.1.5 Support Services employee—level 5

(a) An employee at this level:

- (i) is capable of functioning semi autonomously, and prioritising their own work within established policies, guidelines and procedures;
- (ii) is responsible for work performed with a substantial level of accountability;
- (iii) works either individually or in a team;
- (iv) in the case of an administrative/clerical employee, requires a comprehensive knowledge of medical terminology and/or a working knowledge of health insurance schemes;
- (v) may require basic computer knowledge or be required to use a computer on a regular basis;
- (vi) possesses administrative skills and problem solving abilities;
- (vii) possesses well developed communication, interpersonal and/or arithmetic skills; and

(viii) requires substantial on-the-job training and may require formal qualifications at trade or certificate level and/or relevant skills training or experience.

(b) Indicative roles performed at this level are:

General and administrative services	Food services	Technical and clinical
Interpreter (unqualified)	Senior cook	Dental assistant
Medical audio typist		Orthotic technician
Medical imaging administration		Pathology collector
Medical stenographer		Personal care worker grade 4
Secretary		Pharmacy technician
		Theatre technician

A.1.6 Support Services employee—level 6

(a) An employee at this level:

- (i) is capable of functioning with a high level of autonomy, and prioritising their work within established policies, guidelines and procedures;
- (ii) is responsible for work performed with a substantial level of accountability and responsibility;
- (iii) works either individually or in a team;
- (iv) may require comprehensive computer knowledge or be required to use a computer on a regular basis;
- (v) possesses administrative skills and problem solving abilities;
- (vi) possesses well developed communication, interpersonal and/or arithmetic skills; and
- (vii) may require formal qualifications at post-trade or Advanced Certificate or Associate Diploma level and/or relevant skills training or experience.

(b) Indicative roles performed at this level are:

General and administrative services	Food services	Technical and clinical
Computer clerk (advanced)	Chef	Anaesthetic technician
Gardener (advanced)		Pathology collector
Pay clerk (advanced)		Pathology technician
Library technician		Pharmacy technician
Medical imaging administration		
Printer (advanced)		

A.1.7 Support Services employee—level 7

(a) An employee at this level:

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

(b) Indicative roles performed at this level are:

General and administrative services	Food services	Technical and clinical
Gardener superintendent	Food services supervisor	Personal care worker grade 5
General clerical supervisor	Senior chef	Technical and therapy supervisor
General services supervisor		
Interpreter (qualified)		
Medical imaging Administration		

A.1.8 Support Services employee—level 8

- (a) Employees at this level will typically have worked or studied in a relevant field and will have achieved a standard of relevant and/or specialist knowledge and experience sufficient to enable them to independently advise on a range of activities and features and contribute, as required, to the determination of objectives, within the relevant field/s of their expertise.
- (b) They are responsible and accountable for their own work; and may have delegated responsibility for the work under their control or supervision, in terms of, inter alia, scheduling workloads, resolving operations problems, monitoring the quality of work produced as well as counselling staff for performance as well as work related matters.
- (c) They would also be able to train and to supervise employees in lower levels by means of personal instruction and demonstration. They often exercise initiative, discretion and judgment in the performance of their duties.
- (d) The possession of relevant post secondary qualifications may be appropriate but not essential.

- (e) Indicative typical duties and skills in this level may include:
- (i) operating and having responsibility for a complex and diverse payroll system;
 - (ii) applying detailed knowledge of the organisation's objectives, performance, projected areas of growth, product trends and general industry conditions for the purposes of assisting in developing policy or new products and services to meet changing market needs or other circumstances;
 - (iii) using computer software packages including evaluating and determining optimum software solutions or the integration of complex word processing/data/graphics text;
 - (iv) finalising quotations or costings by applying a detailed knowledge of variable inputs, margins, market conditions, supply and delivery arrangements; or
 - (v) preparing internal reports for management in any or all of the following areas:
 - account/financial;
 - staffing;
 - legislative requirement; and
 - other significant company activities/operations.

A.1.9 Support Services employee—level 9

- (a) Work at this level is usually performed in relation to established priorities, task methodology and work practices to achieve results in line with the organisation goals.
- (b) The work may include preparing papers and reports, drafting complex correspondence for senior employees, undertaking activities of a specialist or detailed nature, assisting in the preparation of procedural guidelines, providing, interpreting and analysing information for clients or other interested parties, exercising specific process responsibilities, and overseeing and co-ordinating the work of subordinate staff.
- (c) Work at this level includes supervision of a work group, small work area or office within the total organisational structure and co-ordination of a range of organisation functions.
- (d) Work is performed under general direction as to work priorities and may be of a technical or professional, project, procedural or processing nature, or a combination of these.
- (e) Direction exercised over work performed at this level may be less direct than at lower levels and is usually related to task methodologies and work practices. Employees at this level are expected to set priorities and to monitor work flow in the area of responsibility.

- (f) The work at this level requires the application of knowledge usually gained through previous experience in the discipline or from post secondary or tertiary study. The work may require the co-ordination of a range of organisation functions and the exercising of judgment and/or delegated authority in areas where precedents or procedures are not clearly defined.
- (g) Independent action may be exercised at this level, e.g. developing procedures, management strategies and guidelines.
- (h) Indicative typical duties and skills at this level may include:
 - (i) supervising staff, setting priorities, monitoring work flow, and the development of strategies or work practices;
 - (ii) having responsibility for the development of appropriate training programmes related to group development;
 - (iii) applying equal employment opportunity and industrial relations principles;
 - (iv) providing advice in relation to personal and career development related to work requirements;
 - (v) liaising or communicating with clients or other interested groups;
 - (vi) general knowledge of the organisation's operations, combined with specialist knowledge of major activities within the work area; or
 - (vii) being able to investigate interpret or evaluate information where legislation, regulations, instructions or procedural guidelines do not give adequate or specific answers.

A.2 Health Professional employees—definitions

A list of common health professionals which are covered by the definitions is contained in Schedule B—List of Common Health Professionals.

A.2.1 Health Professional—level 1

- (a) Positions at level 1 are regarded as entry level health professionals and for initial years of experience.
- (b) This level is the entry level for new graduates who meet the requirement to practise as a health professional (where appropriate in accordance with their professional association's rules and be eligible for membership of their professional association) or such qualification as deemed acceptable by the employer. It is also the level for the early stages of the career of a health professional.

A.2.2 Health Professional—level 2

- (a) A health professional at this level works independently and is required to exercise independent judgment on routine matters. They may require professional supervision from more senior members of the profession or health team when performing novel, complex, or critical tasks. They have demonstrated a commitment to continuing professional development and may have contributed to workplace education through provision of seminars,

lectures or in-services. At this level the health professional may be actively involved in quality improvement activities or research.

- (b) At this level the health professional contributes to the evaluation and analysis of guidelines, policies and procedures applicable to their clinical/professional work and may be required to contribute to the supervision of discipline specific students.

A.2.3 Health Professional—level 3

- (a) A health professional at this level would be experienced and be able to independently apply professional knowledge and judgment when performing novel, complex, or critical tasks specific to their discipline. At this level health professionals will have additional responsibilities.
- (b) An employee at this level:
 - (i) works in an area that requires high levels of specialist knowledge and skill as recognised by the employer;
 - (ii) is actively contributing to the development of professional knowledge and skills in their field of work as demonstrated by positive impacts on service delivery, positive referral patterns to area of expertise and quantifiable/measurable improvements in health outcomes;
 - (iii) may be a sole discipline specific health professional in a metropolitan, regional or rural setting who practices in professional isolation from health professionals from the same discipline;
 - (iv) is performing across a number of recognised specialties within a discipline;
 - (v) may be accountable for allocation and/or expenditure of resources and ensuring targets are met and is responsible for ensuring optimal budget outcomes for their customers and communities;
 - (vi) may be responsible for providing regular feedback and appraisals for senior staff to improve health outcomes for customers and for maintaining a performance management system; and
 - (vii) is responsible for providing support for the efficient, cost effective and timely delivery of services.

A.2.4 Health Professional—level 4

- (a) A health professional at this level applies a high level of professional judgment and knowledge when performing a wide range of novel, complex, and critical tasks, specific to their discipline.
- (b) An employee at this level:
 - (i) has a proven record of achievement at a senior level;
 - (ii) has the capacity to allocate resources, set priorities and ensure budgets are met within a large and complex organisation;

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- (iii)** may be responsible to the executive for providing effective services and ensuring budget/strategic targets are met;
- (iv)** supervises staff where required; and
- (v)** is expected to develop/implement and deliver strategic business plans which increase the level of care to customers within a budget framework.

DRAFT

Schedule B—List of Common Health Professionals

The matter of whether this list of common health professionals is an exhaustive list of those covered by the award or whether it is an indicative list of examples of the types of health professionals is referred to a Full Bench at para [101] of [\[2016\] FWCFB 7254](#).

- Acupuncturist
- Aromatherapist
- Art Therapist
- Audiologist
- Biomedical Engineer
- Biomedical Technologist
- Cardiac Technologist
- Child Psychotherapist
- Chiropractor
- Client Advisor/Rehabilitation Consultant
- Clinical Perfusionist
- Community Development Worker
- Counsellor
- Dental Therapist
- Dietician
- Diversional Therapist
- Exercise Physiologist
- Genetics Counsellor
- Health Information Manager
- Homeopathist
- Masseur, Remedial
- Medical Imaging Technologist (MIT) (including: Medical Radiographer; Ultrasonographer; Magnetic Resonance Imaging Technologist; Nuclear Medicine Technologist; and Radiation Therapist)
- Medical Laboratory Technician
- Medical Librarian
- Medical Photographer/Illustrator

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- Medical Record Administrator
- Medical Technician/Renal Dialysis Technician
- Musculoskeletal Therapist
- Music Therapist
- Myotherapist
- Naturopathist
- Nuclear Medicine Technologist (NMT)
- Occupational Therapist
- Orthoptist
- Osteopath
- Pastoral Carer
- Pharmacist
- Physiotherapist
- Play Therapist
- Podiatrist
- Prosthetist/Orthotist
- Psychologist
- Radiation Therapy Technologist (RTT)
- Recreation Therapist
- Reflexologist
- Research Technologist
- Medical Scientist
- Social Worker
- Sonographer
- Speech Pathologist
- Welfare Worker
- Youth Worker

Schedule C—Summary of Hourly Rates

Monetary amounts have been adjusted as a result of AWR 2017

NOTE: Employers who meet their obligations under this schedule are meeting their obligations under the award.

C.1 Support services employees

C.1.1 Full-time and part-time support services employees—ordinary hours and penalty rates

	Ordinary hours	Other than 7 day private medical imaging practice	7 day private medical imaging practice		Public holiday	Shiftwork ¹
			Saturday	Saturday		
	% of minimum hourly rate					
	100%	150%	125%	150%	250%	115%
Level 1	19.44	29.16	24.30	29.16	48.60	22.36
Level 2	20.25	30.38	25.31	30.38	50.63	23.29
Level 3	21.04	31.56	26.30	31.56	52.60	24.20
Level 4	21.29	31.94	26.61	31.94	53.23	24.48
Level 5	22.01	33.02	27.51	33.02	55.03	25.31
Level 6	23.20	34.80	29.00	34.80	58.00	26.68
Level 7	23.62	35.43	29.53	35.43	59.05	27.16
Level 8						
Pay point 1	24.42	36.63	30.53	36.63	61.05	28.08
Pay point 2	25.06	37.59	31.33	37.59	62.65	28.82
Pay point 3	26.82	40.23	33.53	40.23	67.05	30.84
Level 9						
Pay point 1	27.30	40.95	34.13	40.95	68.25	31.40
Pay point 2	28.27	42.41	35.34	42.41	70.68	32.51
Pay point 3	28.49	42.74	35.61	42.74	71.23	32.76

¹ **Shiftwork** means any shift where ordinary hours commence between 6.00 pm and 6.00 ~~pm~~ am or finish between 6.00 pm and 8.00 am as defined in clause 18.4.

C.1.2 Full-time and part-time support services employees—overtime

	Monday to Saturday		Sunday	Public holiday
	First 2 hours	After 2 hours		
% of minimum hourly rate				
	150%	200%	200%	250%
Level 1	29.16	38.88	38.88	48.60
Level 2	30.38	40.50	40.50	50.63
Level 3	31.56	42.08	42.08	52.60
Level 4	31.94	42.58	42.58	53.23
Level 5	33.02	44.02	44.02	55.03
Level 6	34.80	46.40	46.40	58.00
Level 7	35.43	47.24	47.24	59.05
Level 8				
Pay point 1	36.63	48.84	48.84	61.05
Pay point 2	37.59	50.12	50.12	62.65
Pay point 3	40.23	53.64	53.64	67.05
Level 9				
Pay point 1	40.95	54.60	54.60	68.25
Pay point 2	42.41	56.54	56.54	70.68
Pay point 3	42.74	56.98	56.98	71.23

C.1.3 Casual support service employees—ordinary hours and penalty rates

	Ordinary hours	Other than 7 day private medical imaging practice	7 day private medical imaging practice		Public holiday	Shiftwork ¹
			Saturday	Sunday		
% of minimum hourly rate						
	125%	175%	150%	175%	275%	140%
Level 1	24.30	34.02	29.16	34.02	53.46	27.22
Level 2	25.31	35.44	30.38	35.44	55.69	28.35
Level 3	26.30	36.82	31.56	36.82	57.86	29.46
Level 4	26.61	37.26	31.94	37.26	58.55	29.81
Level 5	27.51	38.52	33.02	38.52	60.53	30.81
Level 6	29.00	40.60	34.80	40.60	63.80	32.48
Level 7	29.53	41.34	35.43	41.34	64.96	33.07

	Ordinary hours	Other than 7 day private medical imaging practice	7 day private medical imaging practice		Public holiday	Shiftwork ¹
			Saturday	Saturday		
% of minimum hourly rate						
	125%	175%	150%	175%	275%	140%
Level 8						
Pay point 1	30.53	42.74	36.63	42.74	67.16	34.19
Pay point 2	31.33	43.86	37.59	43.86	68.92	35.08
Pay point 3	33.53	46.94	40.23	46.94	73.76	37.55
Level 9						
Pay point 1	34.13	47.78	40.95	47.78	75.08	38.22
Pay point 2	35.34	49.47	42.41	49.47	77.74	39.58
Pay point 3	35.61	49.86	42.74	49.86	78.35	39.89

¹ **Shiftwork** means any shift where ordinary hours commence between 6.00 pm and 6.00 ~~pm~~ am or finish between 6.00 pm and 8.00 am as defined in clause 18.4.

C.2 Health professional employees

C.2.1 Full-time and part-time health professional employees—ordinary hours and penalty rates

	Ordinary hours	Other than 7 day private medical imaging practice	7 day private medical imaging practice		Public holiday	Shiftwork ¹
			Saturday	Saturday		
% of minimum hourly rate						
	100%	150%	125%	150%	250%	115%
Health professional employees—level 1						
Pay point 1	22.33	33.50	27.91	33.50	55.83	25.68
Pay point 2	23.20	34.80	29.00	34.80	58.00	26.68
Pay point 3	24.22	36.33	30.28	36.33	60.55	27.85
Pay point 4	25.06	37.59	31.33	37.59	62.65	28.82
Pay point 5	27.30	40.95	34.13	40.95	68.25	31.40
Pay point 6	28.27	42.41	35.34	42.41	70.68	32.51
Health Professional employee—level 2						
Pay point 1	28.42	42.63	35.53	42.63	71.05	32.68
Pay point 2	29.45	44.18	36.81	44.18	73.63	33.87
Pay point 3	30.58	45.87	38.23	45.87	76.45	35.17

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	Ordinary hours	Other than 7 day private medical imaging practice	7 day private medical imaging practice		Public holiday	Shiftwork ¹
		Saturday	Saturday	Sunday		
	% of minimum hourly rate					
	100%	150%	125%	150%	250%	115%
Pay point 4	31.79	47.69	39.74	47.69	79.48	36.56
Health Professional employee—level 3						
Pay point 1	33.18	49.77	41.48	49.77	82.95	38.16
Pay point 2	34.10	51.15	42.63	51.15	85.25	39.22
Pay point 3	34.84	52.26	43.55	52.26	87.10	40.07
Pay point 4	36.38	54.57	45.48	54.57	90.95	41.84
Pay point 5	37.73	56.60	47.16	56.60	94.33	43.39
Health Professional employee—level 4						
Pay point 1	40.17	60.26	50.21	60.26	100.43	46.20
Pay point 2	42.87	64.31	53.59	64.31	107.18	49.30
Pay point 3	46.62	69.93	58.28	69.93	116.55	53.61
Pay point 4	51.46	77.19	64.33	77.19	128.65	59.18
¹ Shiftwork means any shift where ordinary hours commence between 6.00 pm and 6.00 pm <u>am</u> or finish between 6.00 pm and 8.00 am as defined in clause 18.4.						

C.2.2 Full-time and part-time health professional employees—overtime

	Monday to Saturday		Sunday	Public holiday
	First 2 hours	After 2 hours		
	% of minimum hourly rate			
	150%	200%	200%	250%
Health professional employees—level 1				
Pay point 1	33.50	44.66	44.66	55.83
Pay point 2	34.80	46.40	46.40	58.00
Pay point 3	36.33	48.44	48.44	60.55
Pay point 4	37.59	50.12	50.12	62.65
Pay point 5	40.95	54.60	54.60	68.25
Pay point 6	42.41	56.54	56.54	70.68
Health professional employees—level 2				
Pay point 1	42.63	56.84	56.84	71.05
Pay point 2	44.18	58.90	58.90	73.63
Pay point 3	45.87	61.16	61.16	76.45
Pay point 4	47.69	63.58	63.58	79.48

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	Monday to Saturday		Sunday	Public holiday
	First 2 hours	After 2 hours		
	% of minimum hourly rate			
	150%	200%	200%	250%
Health Professional employee—level 3				
Pay point 1	49.77	66.36	66.36	82.95
Pay point 2	51.15	68.20	68.20	85.25
Pay point 3	52.26	69.68	69.68	87.10
Pay point 4	54.57	72.76	72.76	90.95
Pay point 5	56.60	75.46	75.46	94.33
Health Professional employee—level 4				
Pay point 1	60.26	80.34	80.34	100.43
Pay point 2	64.31	85.74	85.74	107.18
Pay point 3	69.93	93.24	93.24	116.55
Pay point 4	77.19	102.92	102.92	128.65

C.2.3 Casual health professional employees—ordinary hours and penalty rates

	Ordinary hours	Other than 7 day private medical imaging practice	7 day private medical imaging practice		Public holiday	Shiftwork ¹
		Saturday	Saturday	Sunday		
		% of minimum hourly rate				
	125%	175%	150%	175%	275%	140%
Health professional employees—level 1						
Pay point 1	27.91	39.08	33.50	39.08	61.41	31.26
Pay point 2	29.00	40.60	34.80	40.60	63.80	32.48
Pay point 3	30.28	42.39	36.33	42.39	66.61	33.91
Pay point 4	31.33	43.86	37.59	43.86	68.92	35.08
Pay point 5	34.13	47.78	40.95	47.78	75.08	38.22
Pay point 6	35.34	49.47	42.41	49.47	77.74	39.58
Health Professional employee—level 2						
Pay point 1	35.53	49.74	42.63	49.74	78.16	39.79
Pay point 2	36.81	51.54	44.18	51.54	80.99	41.23
Pay point 3	38.23	53.52	45.87	53.52	84.10	42.81
Pay point 4	39.74	55.63	47.69	55.63	87.42	44.51
Health Professional employee—level 3						
Pay point 1	41.48	58.07	49.77	58.07	91.25	46.45

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	Ordinary hours	Other than 7 day private medical imaging practice	7 day private medical imaging practice		Public holiday	Shiftwork ¹
			Saturday	Saturday		
	% of minimum hourly rate					
	125%	175%	150%	175%	275%	140%
Pay point 2	42.63	59.68	51.15	59.68	93.78	47.74
Pay point 3	43.55	60.97	52.26	60.97	95.81	48.78
Pay point 4	45.48	63.67	54.57	63.67	100.05	50.93
Pay point 5	47.16	66.03	56.60	66.03	103.76	52.82
Health Professional employee—level 4						
Pay point 1	50.21	70.30	60.26	70.30	110.47	56.24
Pay point 2	53.59	75.02	64.31	75.02	117.89	60.02
Pay point 3	58.28	81.59	69.93	81.59	128.21	65.27
Pay point 4	64.33	90.06	77.19	90.06	141.52	72.04

¹ **Shiftwork** means any shift where ordinary hours commence between 6.00 pm and 6.00 ~~pm~~ am or finish between 6.00 pm and 8.00 am as defined in clause 18.4.

Schedule D—Summary of Monetary Allowances

See clause 15 for full details of allowances payable under this award.

D.1 Wage related allowances

Monetary amounts adjusted as a result of AWR 2017

The wage related allowances in this award are based on the standard rate as defined in Schedule I as the minimum weekly rate for a Health Professional employee—level 1 pay point 2 in clause 11.2 = **\$881.50**

Allowance	Clause	% of standard rate \$881.50	\$ per hour or part thereof unless stated otherwise
Heat allowance ¹	15.2(a)		
Between 40°C and 46°C		0.05	0.44
Exceeds 46°C		0.06	0.53
Nauseous work allowance	15.2(b)		
Per hour or part thereof		0.05	0.44
Minimum per week		0.27	2.38 per week
Occasional interpreting allowance	15.2(c)		
Per occasion		0.11	0.97 per occasion
Maximum per week		1.27	11.20 per week
On call allowance, per 24 hour period or part thereof	15.2(d)		
Monday to Saturday	15.2(d)(i)	2.16	19.04 per 24 hour period
Sunday or public holiday	15.2(d)(ii)	4.31	37.99 per 24 hour period
¹ Heat allowance only payable to certain employees in accordance with clause 15.2(a)(iii).			

D.1.1 Adjustment of wage related allowances

Wage related allowances are adjusted in accordance with increases to wages and are based on a percentage of the standard rate as specified.

D.2 Expense related allowances

Monetary amounts adjusted as a result of AWR 2017

D.2.1 The following expense related allowances will be payable to employees in accordance with clause 15.3:

Allowance	Clause	\$
Uniform allowance, the lesser of:	15.3(b)(ii)	
Per shift or part thereof; OR		1.23 per shift
Per week		6.24 per week
Laundering allowance, the lesser of:	15.3(e)(i)	
Per shift or part thereof; OR		0.32 per shift
Per week		1.49 per week
Meal allowance	15.3(e)(i)	
More than one hour of overtime		12.62 per occasion
Further meal allowance where overtime exceeds four hours		11.37 per occasion
Tool allowance—chefs and cooks not provided with all necessary tools	15.3(g)	11.45 per week
Motor vehicle allowance	15.3(h)(i)	0.78 per km

D.2.2 Deduction for board and lodging

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

Deduction	Clause	\$
Board and lodging	15.3(d)	
Employees receiving full adult rate of pay	15.3(d)(i)	24.49 per week
Trainees	15.3(d)(ii)	11.06 per week
Where employees buy their meals at ruling cafeteria rates	15.3(d)(iii)	15.26 per week

D.2.3 Adjustment of expense related allowances

At the time of any adjustment to the [standard rate](#), each expense related allowance will be increased by the relevant adjustment factor. The relevant adjustment factor for this purpose is the percentage movement in the applicable index figure most recently published by the Australian Bureau of Statistics since the allowance was last adjusted.

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

Allowance	Applicable Consumer Price Index figure
Meal allowance	Take away and fast foods sub-group

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Allowance	Applicable Consumer Price Index figure
Clothing and equipment allowance	Clothing and footwear group
Tool allowance	Tools and equipment for house and garden component of the household appliances, utensils and tools sub-group
Vehicle allowance	Private motoring sub-group
Board and lodging	Domestic holiday travel and accommodation sub-group

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Schedule E—Supported Wage System

Monetary amounts adjusted as a result of [PR592689](#)

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

E.2 In this schedule:

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

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

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

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

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

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

E.3 Eligibility criteria

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

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

E.4 Supported wage rates

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

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

E.4.2 Provided that the minimum amount payable must be not less than **\$84** per week.

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

E.5 Assessment of capacity

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

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

E.6 Lodgement of SWS wage assessment agreement

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

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

E.7 Review of assessment

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

E.8 Other terms and conditions of employment

Where an assessment has been made, the applicable percentage will apply to the relevant minimum wage only. Employees covered by the provisions of this schedule will be entitled to

the same terms and conditions of employment as other workers covered by this award on a pro rata basis.

E.9 Workplace adjustment

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

E.10 Trial period

- E.10.1** In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of this schedule for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.
- E.10.2** During that trial period the assessment of capacity will be undertaken and the percentage of the relevant minimum wage for a continuing employment relationship will be determined.
- E.10.3** The minimum amount payable to the employee during the trial period must be no less than **\$84** per week.
- E.10.4** Work trials should include induction or training as appropriate to the job being trialled.
- E.10.5** Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment will be entered into based on the outcome of assessment under clause E.5.

Schedule F—National Training Wage

Schedule deleted in accordance with [PR593822](#)

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Schedule G—2016 Part-day public holidays

This provision is being reviewed in [AM2014/301](#)

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

G.1 Where a part-day public holiday is declared or prescribed between 7.00pm and midnight on Christmas Eve (24 December 2016) or New Year's Eve (31 December 2016) the following will apply on Christmas Eve and New Year's Eve and will override any provision in this award relating to public holidays to the extent of the inconsistency:

- (a) All employees will have the right to refuse to work on the part-day public holiday if the request to work is not reasonable or the refusal is reasonable as provided for in the NES.
- (b) Where a part-time or full-time employee is usually rostered to work ordinary hours between 7.00pm and midnight but as a result of exercising their right under the NES does not work, they will be paid their ordinary rate of pay for such hours not worked.
- (c) Where a part-time or full-time employee is usually rostered to work ordinary hours between 7.00pm and midnight but as a result of being on annual leave does not work, they will be taken not to be on annual leave between those hours of 7.00pm and midnight that they would have usually been rostered to work and will be paid their ordinary rate of pay for such hours.
- (d) Where a part-time or full-time employee is usually rostered to work ordinary hours between 7.00pm and midnight, but as a result of having a rostered day off (RDO) provided under this award, does not work, the employee will be taken to be on a public holiday for such hours and paid their ordinary rate of pay for those hours.
- (e) Excluding annualised salaried employees to whom clause G.1(f) applies, where an employee works any hours between 7.00pm and midnight they will be entitled to the appropriate public holiday penalty rate (if any) in this award for those hours worked.
- (f) Where an employee is paid an annualised salary under the provisions of this award and is entitled under this award to time off in lieu or additional annual leave for work on a public holiday, they will be entitled to time off in lieu or pro-rata annual leave equivalent to the time worked between 7.00pm and midnight.
- (g) An employee not rostered to work between 7.00pm and midnight, other than an employee who has exercised their right in accordance with clause G.1(a), will not be entitled to another day off, another day's pay or another day of annual leave as a result of the part-day public holiday.

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

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

Schedule H—School-based Apprentices

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

Schedule I—Definitions

Placement of the **Definitions** to be determined by Plain Language Process. See [\[2017\] FWCFB 3433](#) at [333].

In this award, unless the contrary intention appears:

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

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

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

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

employee means national system employee within the meaning of the Act

employer means national system employer within the meaning of the Act

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

Definition of **health industry** has been changed in accordance with [\[2017\] FWCFB 3433](#) at [339].

health industry means employers whose business and/or activity is in the delivery of health care, medical services and dental services

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

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

on-hire means the on-hire of an employee by their employer to a client, where such employee works under the general guidance and instruction of the client or a representative of the client

private medical, dental and pathology practice means the practice of any medical practitioner, such as medical centre, general practice, specialist practice, family practice, medical clinic, dental practice, pathology practice and women's health centre, but does not include medical imaging practices, hospitals or hospices

shiftworker is an employee who is regularly rostered to work their ordinary hours outside the span of ordinary hours of work of a day worker as defined in clause 8.2

standard rate means the minimum weekly rate for a Health Professional employee—level 1 pay point 2 in clause 11.2

trainee see Schedule F—National Training Wage

undergraduate 2 (UG 2) means an employee with a diploma or equivalent

Schedule J—Agreement to Take Annual Leave in Advance

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

Name of employee: _____

Name of employer: _____

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

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

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

Signature of employee: _____

Date signed: ____/____/20____

Name of employer representative: _____

Signature of employer representative: _____

Date signed: ____/____/20____

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

I agree that:

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

Name of parent/guardian: _____

Signature of parent/guardian: _____

Date signed: ____/____/20____

Schedule K—Agreement to Cash Out Annual Leave

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

Name of employee: _____

Name of employer: _____

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

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

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

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

Signature of employee: _____

Date signed: ____/____/20____

Name of employer representative: _____

Signature of employer representative: _____

Date signed: ____/____/20____

Include if the employee is under 18 years of age:

Name of parent/guardian: _____

Signature of parent/guardian: _____

Date signed: ____/____/20____

Schedule L—Agreement for Time Off Instead of Payment for Overtime

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

Name of employee: _____

Name of employer: _____

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

Date and time overtime started: ___/___/20___ am/pm

Date and time overtime ended: ___/___/20___ am/pm

Amount of overtime worked: _____ hours and _____ minutes

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

Signature of employee: _____

Date signed: ___/___/20___

Name of employer representative: _____

Signature of employer representative: _____

Date signed: ___/___/20___