

# Health Professionals and Support Services Award 2010

This Fair Work Commission consolidated modern award incorporates all amendments up to and including 22 August 2016 ([PR584110](#)).

Clause(s) affected by the most recent variation:

- 28—Overtime penalty rates
- Schedule J—Agreement for time off instead of payment for overtime

Current review matter(s): [AM2014/47](#); [AM2014/190](#); [AM2014/196](#); [AM2014/197](#); [AM2014/204](#); [AM2014/300](#); [AM2014/301](#); [AM2015/1](#); [AM2015/2](#); [AM2016/13](#); [AM2016/15](#); [AM2016/17](#)

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[Varied by [PR988397](#), [PR994550](#), [PR532630](#), [PR544519](#), [PR544798](#), [PR546288](#), [PR557581](#), [PR573679](#), [PR583015](#), [PR584110](#)]

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## Part 1—Application and Operation

### 1. Title

This award is the *Health Professionals and Support Services Award 2010*.

### 2. Commencement and transitional

[Varied by [PR988397](#), [PR542147](#)]

**2.1** This award commences on 1 January 2010.

**2.2** The monetary obligations imposed on employers by this award may be absorbed into overaward payments. Nothing in this award requires an employer to maintain or increase any overaward payment.

**2.3** This award contains transitional arrangements which specify when particular parts of the award come into effect. Some of the transitional arrangements are in clauses in the main part of the award. There are also transitional arrangements in Schedule A. The arrangements in Schedule A deal with:

- minimum wages and piecework rates
- casual or part-time loadings
- Saturday, Sunday, public holiday, evening or other penalties
- shift allowances/penalties.

[2.4 varied by [PR542147](#) ppc 04dec13]

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

[2.5 varied by [PR542147](#) ppc 04dec13]

**2.5** The Fair Work Commission may review the transitional arrangements in this award and make a determination varying the award.

[2.6 varied by [PR542147](#) ppc 04dec13]

**2.6** The Fair Work Commission may review the transitional arrangements:

- (a) on its own initiative; or
- (b) on application by an employer, employee, organisation or outworker entity covered by the modern award; or

- (c) on application by an organisation that is entitled to represent the industrial interests of one or more employers or employees that are covered by the modern award; or
- (d) in relation to outworker arrangements, on application by an organisation that is entitled to represent the industrial interests of one or more outworkers to whom the arrangements relate.

### 3. Definitions and interpretation

[Varied by [PR994550](#), [PR997603](#), [PR997772](#), [PR503634](#), [PR535562](#), [PR544798](#), [PR545994](#)]

**3.1** In this award, unless the contrary intention appears:

[Definition of **Act** substituted by [PR994550](#) from 01Jan10]

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

[Definition of **adult apprentice** inserted by [PR544798](#) ppc 01Jan14]

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

[Definition of **agreement-based transitional instrument** inserted by [PR994550](#) from 01Jan10]

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

[Definition of **apprentice** inserted by [PR544798](#) ppc 01Jan14]

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

[Definition of **award-based transitional instrument** inserted by [PR994550](#) from 01Jan10]

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

[Definition of **Commission** deleted by [PR994550](#) from 01Jan10]

[Definition of **default fund employee** inserted by [PR545994](#) ppc 01Jan14]

**default fund employee** means an employee who has no chosen fund within the meaning of the *Superannuation Guarantee (Administration) Act 1992* (Cth)

[Definition of **defined benefit member** inserted by [PR545994](#) ppc 01Jan14]

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

[Definition of **Division 2B State award** inserted by [PR503634](#) ppc 01Jan11]

**Division 2B State award** has the meaning in Schedule 3A of the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)

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[Definition of **Division 2B State employment agreement** inserted by [PR503634](#) ppc 01Jan11]

**Division 2B State employment agreement** has the meaning in Schedule 3A of the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)

[Definition of **employee** substituted by [PR994550](#), [PR997772](#) from 01Jan10]

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

[Definition of **employer** substituted by [PR994550](#), [PR997772](#) from 01Jan10]

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

[Definition of **enterprise award** deleted by [PR994550](#) from 01Jan10]

[Definition of **enterprise award-based instrument** inserted by [PR994550](#) from 01Jan10]

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

[Definition of **enterprise NAPSA** deleted by [PR994550](#) from 01Jan10]

[Definition of **exempt public sector superannuation scheme** inserted by [PR545994](#) ppc 01Jan14]

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

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

[Definition of **MySuper product** inserted by [PR545994](#) ppc 01Jan14]

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

[Definition of **NES** substituted by [PR994550](#) from 01Jan10]

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

[Definition of **on-hire** inserted by [PR994550](#) from 01Jan10]

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

[Definition of **private medical, dental and pathology practice** inserted by [PR535562](#) ppc 15Apr13]

**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.

[Definition of **shiftworker** varied by [PR997603](#) from 01Jan10]

**shiftworker** is an employee who is regularly rostered to work their ordinary hours outside the ordinary hours of work of a day worker as defined in clause 24.

**standard rate** means the minimum wage for a Health Professional employee—level 1 pay point 2 in clause 15.2

[Definition of **transitional minimum wage instrument** inserted by [PR994550](#) from 01Jan10]

**transitional minimum wage instrument** has the meaning in the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)

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

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

## **4. Coverage**

[Varied by [PR994550](#), [PR544798](#)]

**4.1** This industry and occupational award covers:

- (a) employers throughout Australia in the health industry and their employees in the classifications listed in clauses 14—Minimum weekly wages for Support Services employees and 15—Minimum weekly wages for Health Professional employees to the exclusion of any other modern award;
- (b) employers engaging a health professional employee falling within the classification listed in clause 15.

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

[4.3 substituted by [PR994550](#) from 01Jan10]

**4.3** The award does not cover employees who are covered by a modern enterprise award, or an enterprise instrument (within the meaning of the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)), or employers in relation to those employees.

[New 4.4 inserted by [PR994550](#) from 01Jan10]

**4.4** The award does not cover employees who are covered by a State reference public sector modern award, or a State reference public sector transitional award (within the meaning of the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)), or employers in relation to those employees.

[4.5 inserted by [PR994550](#) from 01Jan10]

**4.5** This award covers any employer which supplies labour on an on-hire basis in the industry set out in clause 4.1 in respect of on-hire employees in classifications covered by this award, and those on-hire employees, while engaged in the performance of work for a business in that industry. This subclause operates subject to the exclusions from coverage in this award.

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[4.6 inserted by [PR994550](#) from 01Jan10]

- 4.6** This award covers any employer which supplies on-hire employees in classifications set out in clauses 14 and 15 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.

[4.7 inserted by [PR994550](#) from 01Jan10; substituted by [PR544798](#) ppc 01Jan14]

- 4.7** This award covers employers which provide group training services for apprentices and trainees engaged in the industry and/or parts of industry set out at clause 4.1 and those apprentices and trainees engaged by a group training service hosted by a company to perform work at a location where the activities described herein are being performed. This clause operates subject to the exclusions from coverage in this award.

[4.4 renumbered as 4.8 by [PR994550](#) from 01Jan10]

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

## **5. Access to the award and the National Employment Standards**

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

## **6. The National Employment Standards and this award**

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

## **7. Award flexibility**

[Varied by [PR542147](#)]

- 7.1** 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;



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- (d) allowances; and
- (e) leave loading.

[7.2 varied by [PR542147](#) ppc 04dec13]

**7.2** 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.

**7.3** 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 7.1; and

[7.3(b) varied by [PR542147](#) ppc 04dec13]

- (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.

**7.4** 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.

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

**7.6** Except as provided in clause 7.4(a) the agreement must not require the approval or consent of a person other than the employer and the individual employee.

**7.7** 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.

**7.8** The agreement may be terminated:

[7.8(a) varied by [PR542147](#) ppc 04dec13]

- (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 inserted by [PR542147](#) ppc 04dec13]

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 *Fair Work Act 2009* (Cth)).

[New 7.9 inserted by [PR542147](#) ppc 04dec13]

**7.9** The notice provisions in clause 7.8(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 7.8(a), subject to four weeks' notice of termination.

[7.9 renumbered as 7.10 by [PR542147](#) ppc 04dec13]

**7.10** 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.

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

### **8. Consultation**

[8—Consultation regarding major workplace change renamed and substituted by [PR546288](#) ppc 01Jan14]

#### **8.1 Consultation regarding major workplace change**

**(a) Employer 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) Employer 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 8.1(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 8.1(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.

**8.2 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.

## **9. Dispute resolution**

[Varied by [PR994550](#), [PR542147](#)]

**9.1** 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.

[9.2 varied by [PR994550](#), [PR542147](#) ppc 04Dec13]

**9.2** 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 9.1 have been taken, a party to the dispute may refer the dispute to the Fair Work Commission.

[9.3 varied by [PR994550](#), [PR542147](#) ppc 04Dec13]

**9.3** The parties may agree on the process to be utilised by the Fair Work Commission including mediation, conciliation and consent arbitration.

[9.4 varied by [PR994550](#), [PR542147](#) ppc 04Dec13]

**9.4** 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.

**9.5** An employer or employee may appoint another person, organisation or association to accompany and/or represent them for the purposes of this clause.

**9.6** While the dispute resolution procedure is being conducted, work must continue in accordance with this award and the Act. Subject to applicable occupational 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.

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

### **10. Types of employment**

#### **10.1 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. An employer may direct an employee to carry out such duties that are within the limits of the employee's skill, competence and training, consistent with the respective classification.

## **10.2 Full-time employment**

A full-time employee is one who is engaged to work 38 hours per week or an average of 38 hours per week pursuant to clause 23—Ordinary hours of work of this award.

## **10.3 Part-time employment**

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

## **10.4 Casual employment**

- (a) A casual employee is an employee engaged as such on an hourly basis, other than as a part-time, full-time or fixed-term employee, to work up to and including 38 ordinary hours per week.
- (b) A casual employee will be paid per hour calculated at the rate of 1/38th of the weekly rate appropriate to the employee's classification. In addition, a loading of 25% of that rate will be paid instead of the paid leave entitlements of full-time employees.
- (c) The minimum period of engagement of a casual employee is three hours with the exception of cleaners employed in private medical practices who will be engaged for a minimum of two hours.

## **11. Termination of employment**

**11.1** Notice of termination is provided for in the NES.

### **11.2 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.

### **11.3 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.

## **12. Redundancy**

[Varied by [PR994550](#), [PR503634](#), [PR561478](#)]

**12.1** Redundancy pay is provided for in the NES.

### **12.2 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 the employee would have been entitled to if the employment had been terminated and the employer may, at the employer's option, make payment instead of an amount 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.

### **12.3 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.

### **12.4 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 11.3.

### **12.5 Transitional provisions – NAPSA employees**

[12.5 varied by [PR994550](#); renamed by [PR503634](#); deleted by [PR561478](#) ppc 05Mar15]

## 12.6 Transitional provisions – Division 2B State employees

[12.6 inserted by [PR503634](#); deleted by [PR561478](#) ppc 05Mar15]

# Part 4—Minimum Wages and Related Matters

## 13. Classifications

[Varied by [PR988397](#)]

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

## 14. Minimum weekly wages for Support Services employees

[Varied by [PR997907](#), [PR503634](#), [PR509058](#), [PR522889](#), ([PR535562](#) quashed in part by [\[2013\] FWC FB 5551](#)), [PR540377](#); varied by [PR544798](#), [PR551615](#), [PR559282](#), [PR566696](#), [PR579789](#)]

[Note inserted by [PR503634](#) ppc 01Jan11]

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

### 14.1 Progression through pay points

Progression for all classifications for which there is more than one pay point will be by annual movement to the next pay point having regard to the acquisition and use of skills, or in the case of a part-time or casual employee, 1824 hours of similar experience.

### 14.2 Juniors in Support Services

[14.2 substituted by ([PR535562](#) quashed in part by [\[2013\] FWC FB 5551](#)), [PR540377](#) ppc 15Apr13]

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	50
17	60

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<b>Age</b>	<b>% of appropriate adult rate</b>
18	70
19	80
20	90

**14.3 Support Services employees**

[14.3 varied by [PR997907](#), [PR509058](#), [PR522889](#), [PR536692](#), [PR551615](#), [PR566696](#), [PR579789](#) ppc 01Jul16]

	<b>Per week</b>
	<b>\$</b>
<b>Level 1</b>	715.20
<b>Level 2</b>	744.80
<b>Level 3</b>	774.10
<b>Level 4</b>	783.30
<b>Level 5</b>	809.70
<b>Level 6</b>	853.30
<b>Level 7</b>	868.70
<b>Level 8</b>	
Pay point 1	898.20
Pay point 2	921.80
Pay point 3	986.60
<b>Level 9</b>	
Pay point 1	1004.20
Pay point 2	1039.90
Pay point 3	1048.10

**14.4 Cooking Apprentices**

[14.4 inserted by [PR544798](#) ppc 01Jan14]

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

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



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

#### **14.5 Dental Technician Apprentices**

[14.5 inserted by [PR544798](#) ppc 01Jan14]

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

<b>Year of apprenticeship</b>	<b>% of Level 4 rate for apprentices who have not completed year 12</b>	<b>% of Level 4 rate for apprentices who have completed year 12</b>
1st year	50	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:

From 1 January 2015

<b>Year of apprenticeship</b>	<b>% of Level 4 rate for apprentices who have not completed year 12</b>	<b>% of Level 4 rate for apprentices who have completed year 12</b>
1st year	50	55
2nd year	60	65
3rd year	67	67
4th year	80	80

#### **14.6 Gardening and Landscaping Apprentices**

[14.6 inserted by [PR544798](#) ppc 01Jan14]

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

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

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<b>Year of apprenticeship</b>	<b>% of Level 4 rate for apprentices who have not completed year 12</b>	<b>% of Level 4 rate for apprentices who have completed year 12</b>
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:

From 1 January 2015

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

### 14.7 Adult Apprentices

[14.7 inserted by [PR544798](#) ppc 01Jan14]

- (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 14.3, or the rate prescribed by clause 14.4, 14.5 or 14.6 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 and subsequent years of their apprenticeship must be the rate for the lowest adult classification in clause 14.3 or the rate prescribed by the relevant apprenticeship clause 14.4, 14.5 or 14.6 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 six months as a full-time employee or twelve months as a part-time or regular and systematic casual employee immediately prior to commencing the apprenticeship. For the purpose only of fixing a minimum wage, the adult apprentice must continue to receive the minimum wage that applies to the classification specified in clause 14.3 in which the adult apprentice was engaged immediately prior to entering into the training agreement.

## 14.8 Apprentice conditions of employment

[14.8 inserted by [PR559282](#) ppc 01Jan15]

- (a) Except as provided in this clause or where otherwise stated, all conditions of employment specified in this award apply to apprentices.
- (b) Where an apprentice is required to attend block release training for training identified in or associated with their training contract, and such training requires an overnight stay, the employer must pay for the excess reasonable travel costs incurred by the apprentice in the course of travelling to and from such training. Provided that this clause will not apply where the apprentice could attend an alternative Registered Training Organisation (RTO) and the use of the more distant RTO is not agreed between the employer and the apprentice.
- (c) For the purposes of clause 14.8(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 clause 14.8(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 clause 14.8(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 G—School-based Apprentices.

- (i) No apprentice will, except in an emergency, work or be required to work overtime or shiftwork at times which would prevent their attendance at training consistent with their training contract.

**15. Minimum weekly wages for Health Professional employees**

[Varied by [PR997907](#), [PR509058](#), [PR522889](#), [PR536692](#), [PR551615](#), [PR566696](#), [PR579789](#)]

**15.1 Progression through pay points**

**(a) Progression through level 1**

Employees will enter at the relevant pay point and then progress annually or, in the case of a part-time or casual employee, 1824 hours until they reach pay point 6.

**(b) Progression through levels 2–4**

Progression for all classifications for which there is more than one pay point will be by annual movement to the next pay point having regard to the acquisition and use of skills, or in the case of a part-time or casual employee, 1824 hours of similar experience.

**15.2 Health Professional employee—level 1**

[15.2 varied by [PR997907](#), [PR509058](#), [PR522889](#), [PR536692](#), [PR551615](#), [PR566696](#), [PR579789](#) ppc 01Jul16]

	<b>Per week</b>
	<b>\$</b>
Pay point 1 (UG 2 qualification)	821.60
Pay point 2 (three year degree entry)	853.30
Pay point 3 (four year degree entry)	891.00
Pay point 4 (masters degree entry)	921.80
Pay point 5 (PhD entry)	1004.20
Pay point 6	1039.90

**15.3 Health Professional employee—level 2**

[15.3 varied by [PR997907](#), [PR509058](#), [PR522889](#), [PR536692](#), [PR551615](#), [PR566696](#), [PR579789](#) ppc 01Jul16]

	<b>Per week</b>
	<b>\$</b>
Pay point 1	1045.60
Pay point 2	1083.40
Pay point 3	1124.80
Pay point 4	1169.60

**15.4 Health Professional employee—level 3**

[15.4 varied by [PR997907](#), [PR509058](#), [PR522889](#), [PR536692](#), [PR551615](#), [PR566696](#), [PR579789](#) ppc 01Jul16]

	Per week
	\$
Pay point 1	1220.40
Pay point 2	1254.50
Pay point 3	1281.60
Pay point 4	1338.40
Pay point 5	1387.90

**15.5 Health Professional employee—level 4**

[15.5 varied by [PR997907](#), [PR509058](#), [PR522889](#), [PR536692](#), [PR551615](#), [PR566696](#), [PR579789](#) ppc 01Jul16]

	Per week
	\$
Pay point 1	1477.50
Pay point 2	1576.90
Pay point 3	1714.80
Pay point 4	1893.00

**16. Supported wage system**

[Varied by [PR988397](#)]

See Schedule D

**17. National training wage**

[Varied by [PR988397](#)]

See Schedule E

**18. Allowances**

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

[Varied by [PR994550](#), [PR998035](#), [PR509180](#), [PR523010](#), [PR536813](#), [PR551736](#), [PR566837](#), [PR579533](#)]

**18.1 Adjustment of expense related allowances**

- (a) At the time of any adjustment to the [standard rate](#), each expense related allowance will be increased by the relevant adjustment factor. The relevant

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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.

[18.1(b) varied by [PR994550](#) from 01Jan10; [PR523010](#) ppc 01Jul12]

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

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

### 18.2 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.

### 18.3 Clothing and equipment

- (a) Employees required by the employer to wear uniforms will be supplied with an adequate number of uniforms appropriate to the occupation free of cost to employees. Such items are to remain the property of the employer and be laundered and maintained by such employer free of cost to the employee.
- (b) Instead of the provision of such uniforms, the employer may, by agreement with the employee, pay such employee a uniform allowance at the rate of \$1.23 per shift or part thereof on duty or \$6.24 per week, whichever is the lesser amount. Where such employee's uniforms are not laundered by or at the expense of the employer, the employee will be paid a laundry allowance of \$0.32 per shift or part thereof on duty or \$1.49 per week, whichever is the lesser amount.
- (c) The uniform allowance, but not the laundry allowance, will be paid during all absences on leave, except absences on long service leave and absence on personal/carer's leave beyond 21 days. Where, prior to the taking of leave, an employee was paid a uniform allowance other than at the weekly rate, the rate to be paid during absence on leave will be the average of the allowance paid during the four weeks immediately preceding the taking of leave.
- (d) Where an employer requires an employee to wear rubber gloves, special clothing or where safety equipment is required for the work performed by an

employee, the employer must reimburse the employee for the cost of purchasing such special clothing or safety equipment, except where such clothing or equipment is provided by the employer.

#### 18.4 Damaged clothing allowance

- (a) 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 cleaning of such clothing or personal effects provided immediate notification is given of such damage or soiling.
- (b) This clause will not apply where the damage or soiling is caused by the negligence of the employee.

#### 18.5 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:

[18.5(a) varied by [PR998035](#), [PR523010](#), [PR536813](#), [PR551736](#), [PR566837](#) ppc 01Jul15]

- (a) employees receiving full adult rate of pay—\$24.49;

[18.5(b) varied by [PR998035](#), [PR523010](#), [PR536813](#), [PR551736](#), [PR566837](#) ppc 01Jul15]

- (b) trainees—\$11.06; or

[18.5(c) varied by [PR998035](#), [PR523010](#), [PR536813](#), [PR551736](#), [PR566837](#) ppc 01Jul15]

- (c) where the employee buys their meals at ruling cafeteria rates, by an additional amount of—\$15.26.

#### 18.6 Heat allowance

- (a) Where work continues for more than two hours in temperatures exceeding 46 degrees Celsius employees will be entitled to 20 minutes rest after every two hours work without deduction of pay.
- (b) It will be the responsibility of the employer to ascertain the temperature.
- (c) The following amounts will be paid to employees employed at their current place of work prior to 8 August 1991, in the prescribed circumstances in addition to any other amounts specified elsewhere in this award.

Where an employee works for more than one hour in the shade in places where the temperature is raised by artificial means and:

- (i) exceeds 40 degrees Celsius but does not exceed 46 degrees Celsius—0.05% of the [standard rate](#) per hour or part thereof.
- (ii) exceeds 46 degrees Celsius—0.06% of [standard rate](#) per hour or part thereof.

## 18.7 Meal allowances

[18.7(a) varied by [PR998035](#), [PR509180](#), [PR523010](#), [PR536813](#), [PR551736](#), [PR566837](#), [PR579533](#) ppc 01Jul16]

- (a) An employee will be supplied with an adequate meal where an employer has adequate cooking and dining facilities or be paid a meal allowance of \$12.48 in addition to any overtime payment as follows:
  - (i) when required to work after the usual finishing hour of work beyond one hour or, in the case of shiftworkers, when the overtime work on any shift exceeds one hour.

[18.7(a)(ii) varied by [PR998035](#), [PR509180](#), [PR523010](#), [PR536813](#); [PR551736](#), [PR566837](#), [PR579533](#) ppc 01Jul16]

- (ii) Provided that where such overtime work exceeds four hours a further meal allowance of \$11.25 will be paid.
- (b) Clause 18.7(a) will not apply when an employee could reasonably return home for a meal within the meal break.
- (c) On request meal allowance will be paid on the same day as overtime is worked.

## 18.8 Nauseous work allowance

An allowance of 0.05% of the [standard rate](#) per hour or part thereof will be paid to an employee in any classification if they are engaged in handling linen of a nauseous nature other than linen sealed in airtight containers and/or for work which is of an unusually dirty or offensive nature having regard to the duty normally performed by such employee in such classification. Any employee who is entitled to be paid this allowance will be paid a minimum sum of 0.27% of the [standard rate](#) for work performed in any week.

## 18.9 Occasional interpreting allowance

An employee not employed as a full-time interpreter who is required to perform interpreting duties will receive an additional 0.11% of the [standard rate](#) on each occasion with a maximum additional payment of 1.27% of the [standard rate](#) per week.

## 18.10 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:

- (a) when the on call period is between Monday and Saturday inclusive—2.16% of the [standard rate](#) per 24 hour period; and
- (b) when the on call period is on a Sunday or public holiday—4.31% of the [standard rate](#) per 24 hour period.



### **18.11 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.

### **18.12 Tool allowance**

[18.12 varied by [PR998035](#), [PR579533](#) ppc 01Jul16]

A tool allowance of \$11.20 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.

### **18.13 Travelling, transport and fares**

[18.13(a) varied by [PR523010](#), [PR536813](#), [PR551736](#) ppc 01Jul14]

- (a) An employee required and authorised to use their own motor vehicle in the course of their duties will be paid an allowance of not less than \$0.78 per kilometre.
- (b) When an employee is involved in travelling on duty, if the employer cannot provide the appropriate transport, all reasonably incurred expenses in respect to fares, meals and accommodation will be met by the employer on production of receipted account(s) or other evidence acceptable to the employer.
- (c) Provided further that the employee will not be entitled to reimbursement for expenses referred to in clause 18.13(b), which exceed the mode of transport, meals or the standard of accommodation agreed with the employer, for these purposes.

## **19. District allowances**

[Varied by [PR994550](#); deleted by [PR561478](#) ppc 05Mar15]

## **20. Payment of wages**

[Varied by [PR535562](#) (quashed in part by [\[2013\] FWCFB 5551](#))]

### **20.1 Frequency of payment**

[20.1 substituted by [PR535562](#) (quashed in part by [\[2013\] FWCFB 5551](#))]

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

### **20.2 Method of payment**

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.

## 21. Accident pay

[Varied by [PR994550](#), [PR503634](#); deleted by [PR561478](#) ppc 05Mar15]

## 22. Superannuation

[Varied by [PR990546](#), [PR990529](#), [PR994550](#), [PR530231](#), [PR532392](#), [PR533382](#), [PR545994](#)]

### 22.1 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.

### 22.2 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.

### 22.3 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 22.2.
- (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 22.3(a) or (b) no later than 28 days after the end of the month in which the deduction authorised under clauses 22.3(a) or (b) was made.

### 22.4 Superannuation fund

[22.4 varied by [PR994550](#) from 01Jan10]

Unless, to comply with superannuation legislation, the employer is required to make the superannuation contributions provided for in clause 22.2 to another superannuation fund that is chosen by the employee, the employer must make the

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superannuation contributions provided for in clause 22.2 and pay the amount authorised under clauses 22.3(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);

[22.4(d) deleted by [PR545994](#) ppc 01Jan14]

[22.4(e) substituted by [PR533382](#) ppc 22Jan13; renumbered as 22.4(d) by [PR545994](#) ppc 01Jan14]

- (d) Catholic Super (CSF);

[22.4(f) renumbered as 22.4(e) by [PR545994](#) ppc 01Jan14]

- (e) Mercy Super;

[22.4(g) renumbered as 22.4(f) by [PR545994](#) ppc 01Jan14]

- (f) Sunsuper;

[22.4(h) renumbered as 22.4(g) by [PR545994](#) ppc 01Jan14]

- (g) Tasplan;

[22.4(i) renumbered as 22.4(h) by [PR545994](#) ppc 01Jan14]

- (h) CareSuper;

[24.4(j) deleted by [PR530231](#) ppc 26Oct12]

[24.4(k) renumbered as 24.4(j) by [PR530231](#); substituted by [PR532392](#) ppc 20Dec12; 24.4(j) renumbered as 24.4(i) by [PR545994](#) ppc 01Jan14]

- (i) NGS Super;

[24.4(l) renumbered as 24.4(k) by [PR530231](#), 24.4(k) renumbered as 24.4(j) by [PR545994](#) ppc 01Jan14]

- (j) Statewide Superannuation Trust;

[24.4(m) renumbered as 24.4(l) by [PR530231](#), 24.4(l) renumbered as 24.4(k) and varied by [PR545994](#) ppc 01Jan14]

- (k) any superannuation fund to which the employer was making superannuation contributions for the benefit of its employees before 12 September 2008, provided the superannuation fund is an eligible choice fund and is a fund that offers a MySuper product or is an exempt public sector scheme; or

[New 24.4(l) inserted by [PR545994](#) ppc 01Jan14]

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

## Part 5—Hours of Work and Related Matters

### 23. Ordinary hours of work

23.1 The ordinary hours of work for a full-time employee will be an average of 38 hours per week in a fortnight or four week period.

23.2 Not more than 10 ordinary hours of work (exclusive of meal breaks) are to be worked in any one day.

### 24. Span of hours

[Varied by [PR995380](#), [PR997603](#), [PR998258](#)]

24.1 Unless otherwise stated, the ordinary hours of work for a day worker will be worked between 6.00 am and 6.00 pm Monday to Friday.

#### 24.2 Private medical, dental and pathology practices

[24.2 varied by [PR997603](#) from 01Jan10]

The ordinary hours of work for a day worker will be worked between 7.30 am and 9.00 pm Monday to Friday and between 8.00 am and 4.30 pm on Saturday.

#### 24.3 Private medical imaging practices

##### (a) Five and a half day practice

[24.3(a) varied by [PR998258](#) from 01Jan10]

The ordinary hours of work for an employee will be worked between 7.00 am and 9.00 pm Monday to Friday and between 8.00 am and 1.00 pm on Saturday.

##### (b) Seven day practice

[24.3(b) varied by [PR998258](#) from 1Jan10]

Where the work location of a practice services patients on a seven day a week basis, the ordinary hours of work for an employee at that location will be between 7.00 am and 9.00 pm Monday to Sunday. Work performed on a Saturday will be paid at the rate of time and a quarter of the employee's ordinary rate of pay instead of the loading prescribed in clause 26—Saturday and Sunday work. Work performed on a Sunday will be paid at the rate of time and a half of the employee's ordinary rate of pay instead of the loading prescribed in clause 26.

[24.4 inserted by [PR995380](#) ppc 23Mar10]

#### 24.4 Physiotherapy practices

In physiotherapy practices, the ordinary hours of work for a day worker will be worked between 6.00 am and 6.00 pm Monday to Friday and 6.00 am to 12.00 noon on Saturday.

## **25. 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.

## **26. Saturday and Sunday work**

- 26.1** For all ordinary hours worked between midnight Friday and midnight Sunday, a day worker will be paid their ordinary hourly rate and an additional 50% loading.
- 26.2** A casual employee who works on a Saturday or Sunday will be paid a loading of 75% for all time worked instead of the casual loading of 25%.

## **27. Breaks**

### **27.1 Meal breaks**

- (a) An employee who works in excess of five hours will be entitled to an unpaid meal break of not less than 30 minutes and not more than 60 minutes.
- (b) The time of taking the meal break may be varied by agreement between the employer and employee.

### **27.2 Tea breaks**

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

## **28. Overtime penalty rates**

[Varied by [PR994550](#), [PR584110](#)]

### **28.1 Overtime rates**

- (a) An employee who works outside their ordinary hours on any day will be paid at the rate of:
  - (i) time and a half for the first two hours; and
  - (ii) double time thereafter.
- (b) All overtime worked on a Sunday will be paid at the rate of double time.
- (c) These extra rates will be in substitution for and not cumulative upon the shift loading prescribed in clause 29—Shiftwork.
- (d) **Part-time employees**

[28.1(d) varied by [PR994550](#) from 01Jan10]

Where agreement has been reached in accordance with clauses 10.3(b) or (c), a part-time employee who is required by the employer to work in excess of those agreed hours must be paid overtime in accordance with this clause.

### **28.2 Rest period after overtime**

- (a) An employee who works so much overtime between the termination of their ordinary work on one day and the commencement of ordinary work on the next day that they have not had at least 10 consecutive hours off duty will be released after completion of such overtime until they have had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during this absence.
- (b) If, on the instructions of the employer, the employee resumes or continues work without having had 10 hours off duty, the employee will be paid at the rate of double time until they are released from duty for such a period. The employee is then entitled to be absent until they have had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

### **28.3 Time off instead of payment for overtime**

[28.3 substituted by [PR584110](#) ppc 22Aug16]

- (a) An employee and employer may agree in writing to the employee taking time off instead of being paid for a particular amount of overtime that has been worked by the employee.
- (b) Any amount of overtime that has been worked by an employee in a particular pay period and that is to be taken as time off instead of the employee being paid for it must be the subject of a separate agreement under clause 28.3.
- (c) An agreement must state each of the following:

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- (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 J. There is no requirement to use the form of agreement set out at Schedule J. An agreement under clause 28.3 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 28.3 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 28.3 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 28.3 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 28.3 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 28.3 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 28.3.

#### **28.4 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.

#### **28.5 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.

### **29. Shiftwork**

[29 varied by [PR997603](#) from 01Jan10]

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 an additional of 15% of their ordinary rate of pay.

### **30. Higher duties**

- 30.1** A Support Services employee engaged in any duties carrying a higher wage rate than the classification in which they are ordinarily employed in any one day or shift will be paid at the higher wage rate for:

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

- 30.2** 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.



## Part 6—Leave and Public Holidays

### 31. Annual leave

[Varied by [PR995135](#), [PR997007](#), [PR535562](#), [PR583015](#)]

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

#### 31.1 Quantum of leave

[31.1 substituted by [PR997007](#) from 01Jan10]

- (a) The NES provides that an employee who is defined as a shiftworker under this clause is entitled to an additional weeks annual leave on the same terms and conditions.

[31.1(b) substituted by [PR535562](#) ppc 15Apr13]

- (b) For the purpose of the NES a shiftworker is an employee who is regularly rostered to work Sundays and public holidays.

#### 31.2 Annual leave loading

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

#### 31.3 Annual leave in advance

[31.3 renamed and substituted by [PR583015](#) ppc 29Jul16]

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

Note: An example of the type of agreement required by clause 31.3 is set out at Schedule H. There is no requirement to use the form of agreement set out at Schedule H.

- (c) The employer must keep a copy of any agreement under clause 31.3 as an employee record.
- (d) If, on the termination of the employee's employment, the employee has not accrued an entitlement to all of a period of paid annual leave already taken in accordance with an agreement under clause 31.3, the employer may deduct from any money due to the employee on termination an amount equal to the amount that was paid to the employee in respect of any part of the period of annual leave taken in advance to which an entitlement has not been accrued.

#### **31.4 Close down periods—dental and medical practices**

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. 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.

[31.5 deleted by [PR583015](#) ppc 29Jul16]

#### **31.5 Cashing out of annual leave**

[New 31.5 inserted by [PR583015](#) ppc 29Jul16]

- (a) Paid annual leave must not be cashed out except in accordance with an agreement under clause 31.5.
- (b) Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement under clause 31.5.
- (c) An employer and an employee may agree in writing to the cashing out of a particular amount of accrued paid annual leave by the employee.
- (d) An agreement under clause 31.5 must state:
  - (i) the amount of leave to be cashed out and the payment to be made to the employee for it; and
  - (ii) the date on which the payment is to be made.
- (e) An agreement under clause 31.5 must be signed by the employer and employee and, if the employee is under 18 years of age, by the employee's parent or guardian.
- (f) The payment must not be less than the amount that would have been payable had the employee taken the leave at the time the payment is made.
- (g) An agreement must not result in the employee's remaining accrued entitlement to paid annual leave being less than 4 weeks.
- (h) The maximum amount of accrued paid annual leave that may be cashed out in any period of 12 months is 2 weeks.
- (i) The employer must keep a copy of any agreement under clause 31.5 as an employee record.

Note 1: Under section 344 of the Fair Work Act, an employer must not exert undue influence or undue pressure on an employee to make, or not make, an agreement under clause 31.5.

Note 2: Under section 345(1) of the Fair Work Act, a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 31.5.

Note 3: An example of the type of agreement required by clause 31.5 is set out at Schedule I. There is no requirement to use the form of agreement set out at Schedule I.

### **31.6 Excessive leave accruals: general provision**

[31.6 inserted by [PR583015](#) ppc 29Jul16]

Note: Clauses 31.6 to 31.8 contain provisions, additional to the National Employment Standards, about the taking of paid annual leave as a way of dealing with the accrual of excessive paid annual leave. See Part 2.2, Division 6 of the Fair Work Act.

- (a) An employee has an **excessive leave accrual** if the employee has accrued more than 8 weeks' paid annual leave (or 10 weeks' paid annual leave for a shiftworker, as defined by clause 31.1(b)).
- (b) If an employee has an excessive leave accrual, the employer or the employee may seek to confer with the other and genuinely try to reach agreement on how to reduce or eliminate the excessive leave accrual.
- (c) Clause 31.7 sets out how an employer may direct an employee who has an excessive leave accrual to take paid annual leave.
- (d) Clause 31.8 sets out how an employee who has an excessive leave accrual may require an employer to grant paid annual leave requested by the employee.

### **31.7 Excessive leave accruals: direction by employer that leave be taken**

[31.7 inserted by [PR583015](#) ppc 29Jul16]

- (a) If an employer has genuinely tried to reach agreement with an employee under clause 31.6(b) but agreement is not reached (including because the employee refuses to confer), the employer may direct the employee in writing to take one or more periods of paid annual leave.
- (b) However, a direction by the employer under paragraph (a):
  - (i) is of no effect if it would result at any time in the employee's remaining accrued entitlement to paid annual leave being less than 6 weeks when any other paid annual leave arrangements (whether made under clause 31.6, 31.7 or 31.8 or otherwise agreed by the employer and employee) are taken into account; and
  - (ii) must not require the employee to take any period of paid annual leave of less than one week; and

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- (iii) must not require the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the direction is given; and
  - (iv) must not be inconsistent with any leave arrangement agreed by the employer and employee.
- (c) The employee must take paid annual leave in accordance with a direction under paragraph (a) that is in effect.
  - (d) An employee to whom a direction has been given under paragraph (a) may request to take a period of paid annual leave as if the direction had not been given.

Note 1: Paid annual leave arising from a request mentioned in paragraph (d) may result in the direction ceasing to have effect. See clause 31.7(b)(i).

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

### **31.8 Excessive leave accruals: request by employee for leave**

[31.8 inserted by [PR583015](#) ppc 29Jul16]

- (a) Clause 31.8 comes into operation from 29 July 2017.
- (b) If an employee has genuinely tried to reach agreement with an employer under clause 31.6(b) but agreement is not reached (including because the employer refuses to confer), the employee may give a written notice to the employer requesting to take one or more periods of paid annual leave.
- (c) However, an employee may only give a notice to the employer under paragraph (b) if:
  - (i) the employee has had an excessive leave accrual for more than 6 months at the time of giving the notice; and
  - (ii) the employee has not been given a direction under clause 31.7(a) that, when any other paid annual leave arrangements (whether made under clause 31.6, 31.7 or 31.8 or otherwise agreed by the employer and employee) are taken into account, would eliminate the employee's excessive leave accrual.
- (d) A notice given by an employee under paragraph (b) must not:
  - (i) if granted, result in the employee's remaining accrued entitlement to paid annual leave being at any time less than 6 weeks when any other paid annual leave arrangements (whether made under clause 31.6, 31.7 or 31.8 or otherwise agreed by the employer and employee) are taken into account; or
  - (ii) provide for the employee to take any period of paid annual leave of less than one week; or

- (iii) provide for the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the notice is given; or
  - (iv) be inconsistent with any leave arrangement agreed by the employer and employee.
- (e) An employee is not entitled to request by a notice under paragraph (b) more than 4 weeks' paid annual leave (or 5 weeks' paid annual leave for a shiftworker, as defined by clause 31.1(b)) in any period of 12 months.
- (f) The employer must grant paid annual leave requested by a notice under paragraph (b).

## **32. Public holidays**

Public holidays are provided for in the NES. This clause contains additional provisions.

### **32.1 Substitution**

An employer and the employees may, by agreement, substitute another day for a public holiday. 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.

### **32.2 Payment for working on a public holiday**

Any employee required to work on a public holiday will be paid double time and a half for all time worked.

## **33. Personal/carer's leave and compassionate leave**

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

## **34. Community service leave**

Community service leave is provided for in the NES.

## **35. Ceremonial leave**

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

## Schedule A—Transitional Provisions

[Varied by [PR988397](#), [PR994550](#), [PR503634](#)]

### A.1 General

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

[A.1.2 substituted by [PR994550](#) from 01Jan10]

**A.1.2** The provisions of this schedule are to be applied:

- (a) when there is a difference, in money or percentage terms, between a provision in a relevant transitional minimum wage instrument (including the transitional default casual loading) or award-based transitional instrument on the one hand and an equivalent provision in this award on the other;
- (b) when a loading or penalty in a relevant transitional minimum wage instrument or award-based transitional instrument has no equivalent provision in this award;
- (c) when a loading or penalty in this award has no equivalent provision in a relevant transitional minimum wage instrument or award-based transitional instrument; or
- (d) when there is a loading or penalty in this award but there is no relevant transitional minimum wage instrument or award-based transitional instrument.

[A.1.3 inserted by [PR503634](#) ppc 01Jan11]

**A.1.3** To avoid doubt, this schedule operates subject to the transitional pay equity order referred to in clause 14 of this award.

### A.2 Minimum wages – existing minimum wage lower

**A.2.1** The following transitional arrangements apply to an employer which, immediately prior to 1 January 2010:

- (a) was obliged,

[A.2.1(b) substituted by [PR994550](#) from 01Jan10]

- (b) but for the operation of an agreement-based transitional instrument or an enterprise agreement would have been obliged, or
- (c) if it had been an employer in the industry or of the occupations covered by this award would have been obliged

by a transitional minimum wage instrument and/or an award-based transitional instrument to pay a minimum wage lower than that in this award for any classification of employee.

**A.2.2** In this clause minimum wage includes:

- (a) a minimum wage for a junior employee, an employee to whom training arrangements apply and an employee with a disability;
- (b) a piecework rate; and
- (c) any applicable industry allowance.

**A.2.3** Prior to the first full pay period on or after 1 July 2010 the employer must pay no less than the minimum wage in the relevant transitional minimum wage instrument and/or award-based transitional instrument for the classification concerned.

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

**A.2.5** From the following dates the employer must pay no less than the minimum wage for the classification in this award minus the specified proportion of the transitional amount:

**First full pay period on or after**

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

**A.2.6** The employer must apply any increase in minimum wages in this award resulting from an annual wage review.

**A.2.7** These provisions cease to operate from the beginning of the first full pay period on or after 1 July 2014.

**A.3 Minimum wages – existing minimum wage higher**

**A.3.1** The following transitional arrangements apply to an employer which, immediately prior to 1 January 2010:

- (a) was obliged,

[A.3.1(b) substituted by [PR994550](#) from 01Jan10]

- (b) but for the operation of an agreement-based transitional instrument or an enterprise agreement would have been obliged, or
- (c) if it had been an employer in the industry or of the occupations covered by this award would have been obliged

by a transitional minimum wage instrument and/or an award-based transitional instrument to pay a minimum wage higher than that in this award for any classification of employee.

**A.3.2** In this clause minimum wage includes:

- (a) a minimum wage for a junior employee, an employee to whom training arrangements apply and an employee with a disability;
- (b) a piecework rate; and
- (c) any applicable industry allowance.

**A.3.3** Prior to the first full pay period on or after 1 July 2010 the employer must pay no less than the minimum wage in the relevant transitional minimum wage instrument and/or award-based transitional instrument for the classification concerned.

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

**A.3.5** From the following dates the employer must pay no less than the minimum wage for the classification in this award plus the specified proportion of the transitional amount:

**First full pay period on or after**

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

**A.3.6** The employer must apply any increase in minimum wages in this award resulting from an annual wage review. If the transitional amount is equal to or less than any increase in minimum wages resulting from the 2010 annual wage review the transitional amount is to be set off against the increase and the other provisions of this clause will not apply.

**A.3.7** These provisions cease to operate from the beginning of the first full pay period on or after 1 July 2014.

**A.4 Loadings and penalty rates**

For the purposes of this schedule loading or penalty means a:

- casual or part-time loading;
- Saturday, Sunday, public holiday, evening or other penalty;
- shift allowance/penalty.

**A.5 Loadings and penalty rates – existing loading or penalty rate lower**

[A.5.1 substituted by [PR994550](#) from 01Jan10]

**A.5.1** The following transitional arrangements apply to an employer which, immediately prior to 1 January 2010:

- (a) was obliged,



- (b) but for the operation of an agreement-based transitional instrument or an enterprise agreement would have been obliged, or
- (c) if it had been an employer in the industry or of the occupations covered by this award would have been obliged

by the terms of a transitional minimum wage instrument or an award-based transitional instrument to pay a particular loading or penalty at a lower rate than the equivalent loading or penalty in this award for any classification of employee.

[A.5.2 substituted by [PR994550](#) from 01Jan10]

**A.5.2** Prior to the first full pay period on or after 1 July 2010 the employer must pay no less than the loading or penalty in the relevant transitional minimum wage instrument or award-based transitional instrument for the classification concerned.

**A.5.3** The difference between the loading or penalty in this award and the rate in clause A.5.2 is referred to as the transitional percentage.

**A.5.4** From the following dates the employer must pay no less than the loading or penalty in this award minus the specified proportion of the transitional percentage:

**First full pay period on or after**

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

**A.5.5** These provisions cease to operate from the beginning of the first full pay period on or after 1 July 2014.

**A.6 Loadings and penalty rates – existing loading or penalty rate higher**

[A.6.1 substituted by [PR994550](#) from 01Jan10]

**A.6.1** The following transitional arrangements apply to an employer which, immediately prior to 1 January 2010:

- (a) was obliged,
- (b) but for the operation of an agreement-based transitional instrument or an enterprise agreement would have been obliged, or
- (c) if it had been an employer in the industry or of the occupations covered by this award would have been obliged

by the terms of a transitional minimum wage instrument or an award-based transitional instrument to pay a particular loading or penalty at a higher rate than the equivalent loading or penalty in this award, or to pay a particular loading or penalty and there is no equivalent loading or penalty in this award, for any classification of employee.

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[A.6.2 substituted by [PR994550](#) from 01Jan10]

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

[A.6.3 substituted by [PR994550](#) from 01Jan10]

**A.6.3** The difference between the loading or penalty in this award and the rate in clause A.6.2 is referred to as the transitional percentage. Where there is no equivalent loading or penalty in this award, the transitional percentage is the rate in A.6.2.

**A.6.4** From the following dates the employer must pay no less than the loading or penalty in this award plus the specified proportion of the transitional percentage:

**First full pay period on or after**

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

**A.6.5** These provisions cease to operate from the beginning of the first full pay period on or after 1 July 2014.

### **A.7 Loadings and penalty rates – no existing loading or penalty rate**

[A.7.1 substituted by [PR994550](#) from 01Jan10]

**A.7.1** The following transitional arrangements apply to an employer not covered by clause A.5 or A.6 in relation to a particular loading or penalty in this award.

**A.7.2** Prior to the first full pay period on or after 1 July 2010 the employer need not pay the loading or penalty in this award.

[A.7.3 substituted by [PR994550](#) from 01Jan10]

**A.7.3** From the following dates the employer must pay no less than the following percentage of the loading or penalty in this award:

**First full pay period on or after**

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

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

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

[A.8 inserted by [PR503634](#) ppc 01Jan11]

- A.8.1** This clause applies to an employer which, immediately prior to 1 January 2011, was covered by a Division 2B State award.
- A.8.2** All of the terms of a Division 2B State award applying to a Division 2B employer are continued in effect until the end of the full pay period commencing before 1 February 2011.
- A.8.3** Subject to this clause, from the first full pay period commencing on or after 1 February 2011 a Division 2B employer must pay no less than the minimum wages, loadings and penalty rates which it would be required to pay under this Schedule if it had been a national system employer immediately prior to 1 January 2010.
- A.8.4** Despite clause A.8.3, where a minimum wage, loading or penalty rate in a Division 2B State award immediately prior to 1 February 2011 was lower than the corresponding minimum wage, loading or penalty rate in this award, nothing in this Schedule requires a Division 2B employer to pay more than the minimum wage, loading or penalty rate in this award.
- A.8.5** Despite clause A.8.3, where a minimum wage, loading or penalty rate in a Division 2B State award immediately prior to 1 February 2011 was higher than the corresponding minimum wage, loading or penalty rate in this award, nothing in this Schedule requires a Division 2B employer to pay less than the minimum wage, loading or penalty rate in this award.
- A.8.6** In relation to a Division 2B employer this Schedule commences to operate from the beginning of the first full pay period on or after 1 January 2011 and ceases to operate from the beginning of the first full pay period on or after 1 July 2014.

## Schedule B—Classification Definitions

[Varied by [PR988397](#), ([PR535562](#) quashed in part by [\[2013\] FWCFB 5551](#))]

### B.1 Support Services employees—definitions

#### B.1.1 Support Services employee—level 1

[B.1.1 varied by ([PR535562](#) quashed in part by [\[2013\] FWCFB 5551](#))]

##### Entry level:

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

An employee at this level:

- works within established routines, methods and procedures;
- has minimal responsibility, accountability or discretion;
- works under direct or routine supervision, either individually or in a team; and
- is not required to have previous experience or training.

Indicative roles at this level are:

<b>General and administrative services</b>	<b>Food services</b>	<b>Technical and clinical</b>
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

**B.1.2 Support Services employee—level 2**

[B.1.2 varied by ([PR535562](#) quashed in part by [\[2013\] FWCFB 5551](#))]

An employee at this level:

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

In addition to level 1, other indicative roles at this level are:

<b>General and administrative services</b>	<b>Food services</b>	<b>Technical and clinical</b>
Driver (less than 3 tonne)	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
Gardener (non-trade)		Personal care worker grade 1
General clerk/Typist (between 3 months and less than 1 years service)		
Housekeeper		
Maintenance/Handyperson (unqualified)		
Storeperson		

**B.1.3 Support Services employee—level 3**

An employee, other than an administrative/clerical employee, at this level:

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

An administrative/clerical employee at this level undertakes a range of basic clerical functions within established routines, methods and procedures.

Indicative roles performed at this level are:

<b>General and administrative services</b>	<b>Food services</b>	<b>Technical and clinical</b>
Driver (less than 3 tonne who is required to hold a St John Ambulance first aid certificate.	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
General clerk/Typist (second and subsequent years of service)		
Receptionist		

**B.1.4 Support Services employee—level 4**

An employee at this level:

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

Indicative roles performed at this level are:

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

**B.1.5 Support Services employee—level 5**

An employee at this level:

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

Indicative roles performed at this level are:

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

**B.1.6 Support Services employee—level 6**

An employee at this level:

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

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

Indicative roles performed at this level are:

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

### **B.1.7 Support Services employee—level 7**

An employee at this level:

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



Indicative roles performed at this level are:

<b>General and administrative services</b>	<b>Food services</b>	<b>Technical and clinical</b>
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 Administration	imaging	

### **B.1.8 Support Services employee—level 8**

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.

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.

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.

The possession of relevant post secondary qualifications may be appropriate but not essential.

Indicative typical duties and skills in this level may include:

- operating and having responsibility for a complex and diverse payroll system;
- 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;
- using computer software packages including evaluating and determining optimum software solutions or the integration of complex word processing/data/graphics text;
- finalising quotations or costings by applying a detailed knowledge of variable inputs, margins, market conditions, supply and delivery arrangements; or
- preparing internal reports for management in any or all of the following areas:
  - (a) account/financial;
  - (b) staffing;

- (c) legislative requirement; and
- (d) other significant company activities/operations.

### **B.1.9 Support Services employee—level 9**

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.

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.

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.

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.

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.

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.

Independent action may be exercised at this level, e.g. developing procedures, management strategies and guidelines.

Indicative typical duties and skills at this level may include:

- supervising staff, setting priorities, monitoring work flow, and the development of strategies or work practices;
- having responsibility for the development of appropriate training programmes related to group development;
- applying equal employment opportunity and industrial relations principles;
- providing advice in relation to personal and career development related to work requirements;
- liaising or communicating with clients or other interested groups;
- general knowledge of the organisation's operations, combined with specialist knowledge of major activities within the work area; or
- being able to investigate interpret or evaluate information where legislation, regulations, instructions or procedural guidelines do not give adequate or specific answers.

## **B.2 Health Professional employees—definitions**

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

### **B.2.1 Health Professional—level 1**

Positions at level 1 are regarded as entry level health professionals and for initial years of experience.

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.

### **B.2.2 Health Professional—level 2**

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.

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.

### **B.2.3 Health Professional—level 3**

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.

An employee at this level:

- works in an area that requires high levels of specialist knowledge and skill as recognised by the employer;
- 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;
- 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;
- is performing across a number of recognised specialties within a discipline;

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- 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;
- 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
- is responsible for providing support for the efficient, cost effective and timely delivery of services.

### **B.2.4 Health Professional—level 4**

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.

An employee at this level:

- has a proven record of achievement at a senior level;
- has the capacity to allocate resources, set priorities and ensure budgets are met within a large and complex organisation;
- may be responsible to the executive for providing effective services and ensuring budget/strategic targets are met;
- supervises staff where required; and
- is expected to develop/implement and deliver strategic business plans which increase the level of care to customers within a budget framework.

## Schedule C—List of Common Health Professionals

[Varied by [PR988397](#), [PR991493](#), [PR994550](#)]

Acupuncturist

Aromatherapist

Art Therapist

Audiologist

Biomedical Engineer

Biomedical Technologist

[Cardiac Technologist Health Information Manager deleted by [PR994550](#) from 01Jan10]

[Cardiac Technologist inserted by [PR994550](#) from 01Jan10]

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 inserted by [PR994550](#) from 01Jan10]

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

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Medical Librarian  
Medical Photographer/Illustrator  
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 D—Supported Wage System

[Varied by [PR988397](#), [PR994550](#), [PR998748](#), [PR510670](#), [PR525068](#), [PR537893](#), [PR542147](#), [PR551831](#), [PR568050](#), [PR581528](#)]

**D.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.

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

**D.2** In this schedule:

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

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

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

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

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

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

### **D.3 Eligibility criteria**

**D.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.

**D.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.

## **D.4 Supported wage rates**

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

<b>Assessed capacity (clause D.5)</b>	<b>Relevant minimum wage</b>
%	%
10	10
20	20
30	30
40	40
50	50
60	60
70	70
80	80
90	90

[D.4.2 varied by [PR994550](#), [PR998748](#), [PR510670](#), [PR525068](#), [PR537893](#), [PR551831](#), [PR568050](#), [PR581528](#) ppc 01Jul16]

**D.4.2** Provided that the minimum amount payable must be not less than \$82 per week.

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

## **D.5 Assessment of capacity**

**D.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.

**D.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.

## **D.6 Lodgement of SWS wage assessment agreement**

[D.6.1 varied by [PR994550](#), [PR542147](#) ppc 04Dec13]

**D.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.



[D.6.2 varied by [PR994550](#), [PR542147](#) ppc 04Dec13]

**D.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.

## **D.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.

## **D.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.

## **D.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.

## **D.10 Trial period**

**D.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.

**D.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.

[D.10.3 varied by [PR994550](#), [PR998748](#), [PR510670](#), [PR525068](#), [PR537893](#), [PR551831](#), [PR568050](#), [PR581528](#) ppc 01Jul16]

**D.10.3** The minimum amount payable to the employee during the trial period must be no less than \$82 per week.

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

**D.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 D.5.

## Schedule E—National Training Wage

[Varied by [PR988397](#); substituted by [PR994550](#) ppc 01Jan10; varied by [PR509058](#), [PR522889](#), [PR536692](#), [PR545787](#), [PR551615](#), [PR566696](#), [PR579789](#)]

### E.1 Title

This is the *National Training Wage Schedule*.

### E.2 Definitions

In this schedule:

**adult trainee** is a trainee who would qualify for the highest minimum wage in Wage Level A, B or C if covered by that wage level

**approved training** means the training specified in the training contract

**Australian Qualifications Framework (AQF)** is a national framework for qualifications in post-compulsory education and training

**out of school** refers only to periods out of school beyond Year 10 as at the first of January in each year and is deemed to:

- (e) include any period of schooling beyond Year 10 which was not part of or did not contribute to a completed year of schooling;
- (f) include any period during which a trainee repeats in whole or part a year of schooling beyond Year 10; and
- (g) not include any period during a calendar year in which a year of schooling is completed

**relevant State or Territory training authority** means the bodies in the relevant State or Territory which exercise approval powers in relation to traineeships and register training contracts under the relevant State or Territory vocational education and training legislation

**relevant State or Territory vocational education and training legislation** means the following or any successor legislation:

Australian Capital Territory: *Training and Tertiary Education Act 2003*;

New South Wales: *Apprenticeship and Traineeship Act 2001*;

Northern Territory: *Northern Territory Employment and Training Act 1991*;

Queensland: *Vocational Education, Training and Employment Act 2000*;

South Australia: *Training and Skills Development Act 2008*;

Tasmania: *Vocational Education and Training Act 1994*;

Victoria: *Education and Training Reform Act 2006*; or

Western Australia: *Vocational Education and Training Act 1996*

**trainee** is an employee undertaking a traineeship under a training contract

**traineeship** means a system of training which has been approved by the relevant State or Territory training authority, which meets the requirements of a training package developed by the relevant Industry Skills Council and endorsed by the National Quality Council, and which leads to an AQF certificate level qualification

**training contract** means an agreement for a traineeship made between an employer and an employee which is registered with the relevant State or Territory training authority

**training package** means the competency standards and associated assessment guidelines for an AQF certificate level qualification which have been endorsed for an industry or enterprise by the National Quality Council and placed on the National Training Information Service with the approval of the Commonwealth, State and Territory Ministers responsible for vocational education and training, and includes any relevant replacement training package

**year 10** includes any year before Year 10

### **E.3 Coverage**

- E.3.1** Subject to clauses E.3.2 to E.3.6 of this schedule, this schedule applies in respect of an employee covered by this award who is undertaking a traineeship whose training package and AQF certificate level is allocated to a wage level by Appendix E1 to this schedule or by clause E.5.4 of this schedule.
- E.3.2** This schedule only applies to AQF Certificate Level IV traineeships for which a relevant AQF Certificate Level III traineeship is listed in Appendix E1 to this schedule.
- E.3.3** This schedule does not apply to the apprenticeship system or to any training program which applies to the same occupation and achieves essentially the same training outcome as an existing apprenticeship in an award as at 25 June 1997.
- E.3.4** This schedule does not apply to qualifications not identified in training packages or to qualifications in training packages which are not identified as appropriate for a traineeship.
- E.3.5** Where the terms and conditions of this schedule conflict with other terms and conditions of this award dealing with traineeships, the other terms and conditions of this award prevail.
- E.3.6** At the conclusion of the traineeship, this schedule ceases to apply to the employee.

### **E.4 Types of traineeship**

The following types of traineeship are available under this schedule:

**E.4.1** a full-time traineeship based on 38 ordinary hours per week, with 20% of ordinary hours being approved training; and

**E.4.2** a part-time traineeship based on less than 38 ordinary hours per week, with 20% of ordinary hours being approved training solely on-the-job or partly on-the-job and partly off-the-job, or where training is fully off-the-job.

**E.5 Minimum wages**

[E.5 substituted by [PR997907](#), [PR509058](#), [PR522889](#), [PR536692](#), [PR551615](#), [PR566696](#), [PR579789](#) ppc 01Jul16]

**E.5.1 Minimum wages for full-time traineeships**

**(a) Wage Level A**

Subject to clause E.5.3 of this schedule, the minimum wages for a trainee undertaking a full-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level A by Appendix E1 are:

	<b>Highest year of schooling completed</b>		
	<b>Year 10</b>	<b>Year 11</b>	<b>Year 12</b>
	<b>per week</b>	<b>per week</b>	<b>per week</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>
School leaver	302.20	332.80	396.50
Plus 1 year out of school	332.80	396.50	461.40
Plus 2 years out of school	396.50	461.40	537.00
Plus 3 years out of school	461.40	537.00	614.80
Plus 4 years out of school	537.00	614.80	
Plus 5 or more years out of school	614.80		

**(b) Wage Level B**

Subject to clause E.5.3 of this schedule, the minimum wages for a trainee undertaking a full-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level B by Appendix E1 are:

	<b>Highest year of schooling completed</b>		
	<b>Year 10</b>	<b>Year 11</b>	<b>Year 12</b>
	<b>per week</b>	<b>Per week</b>	<b>per week</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>
School leaver	302.20	332.80	385.80
Plus 1 year out of school	332.80	385.80	443.80
Plus 2 years out of school	385.80	443.80	520.40
Plus 3 years out of school	443.80	520.40	593.60

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	<b>Highest year of schooling completed</b>		
	<b>Year 10</b>	<b>Year 11</b>	<b>Year 12</b>
	<b>per week</b>	<b>Per week</b>	<b>per week</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>
Plus 4 years out of school	520.40	593.60	
Plus 5 or more years out of school	593.60		

**(c) Wage Level C**

Subject to clause E.5.3 of this schedule, the minimum wages for a trainee undertaking a full-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level C by Appendix E1 are:

	<b>Highest year of schooling completed</b>		
	<b>Year 10</b>	<b>Year 11</b>	<b>Year 12</b>
	<b>per week</b>	<b>per week</b>	<b>per week</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>
School leaver	302.20	332.80	385.80
Plus 1 year out of school	332.80	385.80	434.30
Plus 2 years out of school	385.80	434.30	485.20
Plus 3 years out of school	434.30	485.20	540.60
Plus 4 years out of school	485.20	540.60	
Plus 5 or more years out of school	540.60		

**(d) AQF Certificate Level IV traineeships**

**(i)** Subject to clause E.5.3 of this schedule, the minimum wages for a trainee undertaking a full-time AQF Certificate Level IV traineeship are the minimum wages for the relevant full-time AQF Certificate Level III traineeship with the addition of 3.8% to those minimum wages.

**(ii)** Subject to clause E.5.3 of this schedule, the minimum wages for an adult trainee undertaking a full-time AQF Certificate Level IV traineeship are as follows, provided that the relevant wage level is that for the relevant AQF Certificate Level III traineeship:

<b>Wage level</b>	<b>First year of traineeship</b>	<b>Second and subsequent years of traineeship</b>
	<b>per week</b>	<b>per week</b>
	<b>\$</b>	<b>\$</b>
Wage Level A	638.50	663.20
Wage Level B	616.00	639.70

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<b>Wage level</b>	<b>First year of traineeship  per week  \$</b>	<b>Second and subsequent years of traineeship  per week  \$</b>
Wage Level C	560.60	581.80

**E.5.2 Minimum wages for part-time traineeships**

**(a) Wage Level A**

Subject to clauses E.5.2(f) and E.5.3 of this schedule, the minimum wages for a trainee undertaking a part-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level A by Appendix E1 are:

	<b>Highest year of schooling completed</b>		
	<b>Year 10 per hour \$</b>	<b>Year 11 per hour \$</b>	<b>Year 12 per hour \$</b>
	School leaver	9.94	10.96
Plus 1 year out of school	10.96	13.05	15.19
Plus 2 years out of school	13.05	15.19	17.66
Plus 3 years out of school	15.19	17.66	20.21
Plus 4 years out of school	17.66	20.21	
Plus 5 or more years out of school	20.21		

**(b) Wage Level B**

Subject to clauses E.5.2(f) and E.5.3 of this schedule, the minimum wages for a trainee undertaking a part-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level B by Appendix E1 are:

	<b>Highest year of schooling completed</b>		
	<b>Year 10 per hour \$</b>	<b>Year 11 per hour \$</b>	<b>Year 12 per hour \$</b>
	School leaver	9.94	10.96
Plus 1 year out of school	10.96	12.70	14.60
Plus 2 years out of school	12.70	14.60	17.13
Plus 3 years out of school	14.60	17.13	19.54
Plus 4 years out of school	17.13	19.54	
Plus 5 or more years out of school	19.54		

**(c) Wage Level C**

Subject to clauses E.5.2(f) and E.5.3 of this schedule, the minimum wages for a trainee undertaking a part-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level C by Appendix E1 are:

	<b>Highest year of schooling completed</b>		
	<b>Year 10</b>	<b>Year 11</b>	<b>Year 12</b>
	<b>per hour</b>	<b>per hour</b>	<b>per hour</b>
	\$	\$	\$
School leaver	9.94	10.96	12.70
Plus 1 year out of school	10.96	12.70	14.28
Plus 2 years out of school	12.70	14.28	15.95
Plus 3 years out of school	14.28	15.95	17.78
Plus 4 years out of school	15.95	17.78	
Plus 5 or more years out of school	17.78		

**(d) School-based traineeships**

Subject to clauses E.5.2(f) and E.5.3 of this schedule, the minimum wages for a trainee undertaking a school-based AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Levels A, B or C by Appendix E1 are as follows when the trainee works ordinary hours:

<b>Year of schooling</b>	
<b>Year 11 or lower</b>	<b>Year 12</b>
<b>per hour</b>	<b>per hour</b>
\$	\$
9.94	10.96

**(e) AQF Certificate Level IV traineeships**

**(i)** Subject to clauses E.5.2(f) and E.5.3 of this schedule, the minimum wages for a trainee undertaking a part-time AQF Certificate Level IV traineeship are the minimum wages for the relevant part-time AQF Certificate Level III traineeship with the addition of 3.8% to those minimum wages.

**(ii)** Subject to clauses E.5.2(f) and E.5.3 of this schedule, the minimum wages for an adult trainee undertaking a part-time AQF Certificate Level IV traineeship are as follows, provided that the relevant wage level is that for the relevant AQF Certificate Level III traineeship:

Wage level	First year of traineeship	Second and subsequent years of traineeship
	per hour	per hour
	\$	\$
Wage Level A	21.00	21.82
Wage Level B	20.24	21.03
Wage Level C	18.44	19.15

**(f) Calculating the actual minimum wage**

- (i) Where the full-time ordinary hours of work are not 38 or an average of 38 per week, the appropriate hourly minimum wage is obtained by multiplying the relevant minimum wage in clauses E.5.2(a)–(e) of this schedule by 38 and then dividing the figure obtained by the full-time ordinary hours of work per week.
- (ii) Where the approved training for a part-time traineeship is provided fully off-the-job by a registered training organisation, for example at school or at TAFE, the relevant minimum wage in clauses E.5.2(a)–(e) of this schedule applies to each ordinary hour worked by the trainee.
- (iii) Where the approved training for a part-time traineeship is undertaken solely on-the-job or partly on-the-job and partly off-the-job, the relevant minimum wage in clauses E.5.2(a)–(e) of this schedule minus 20% applies to each ordinary hour worked by the trainee.

**E.5.3 Other minimum wage provisions**

- (a) An employee who was employed by an employer immediately prior to becoming a trainee with that employer must not suffer a reduction in their minimum wage per week or per hour by virtue of becoming a trainee. Casual loadings will be disregarded when determining whether the employee has suffered a reduction in their minimum wage.
- (b) If a qualification is converted from an AQF Certificate Level II to an AQF Certificate Level III traineeship, or from an AQF Certificate Level III to an AQF Certificate Level IV traineeship, then the trainee must be paid the next highest minimum wage provided in this schedule, where a higher minimum wage is provided for the new AQF certificate level.

**E.5.4 Default wage rate**

The minimum wage for a trainee undertaking an AQF Certificate Level I–III traineeship whose training package and AQF certificate level are not allocated to a wage level by Appendix E1 is the relevant minimum wage under this schedule for a trainee undertaking an AQF Certificate to Level I–III traineeship whose training package and AQF certificate level are allocated to Wage Level B.



## **E.6 Employment conditions**

- E.6.1** A trainee undertaking a school-based traineeship may, with the agreement of the trainee, be paid an additional loading of 25% on all ordinary hours worked instead of paid annual leave, paid personal/carer's leave and paid absence on public holidays, provided that where the trainee works on a public holiday then the public holiday provisions of this award apply.
- E.6.2** A trainee 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.
- E.6.3** Time spent by a trainee, other than a trainee undertaking a school-based traineeship, in attending any training and 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 trainee's wages and determining the trainee's employment conditions.

[Note inserted by [PR545787](#) ppc 01Jan14]

Note: The time to be included for the purpose of calculating the wages for part-time trainees whose approved training is fully off-the-job is determined by clause E.5.2(f)(ii) and not by this clause.

- E.6.4** Subject to clause E.3.5 of this schedule, all other terms and conditions of this award apply to a trainee unless specifically varied by this schedule.

## Appendix E1: Allocation of Traineeships to Wage Levels

The wage levels applying to training packages and their AQF certificate levels are:

### E1.1 Wage Level A

Training package	AQF certificate level
Aeroskills	II
Aviation	I
	II
	III
Beauty	III
Business Services	I
	II
	III
Chemical, Hydrocarbons and Refining	I
	II
	III
Civil Construction	III
Coal Training Package	II
	III
Community Services	II
	III
Construction, Plumbing and Services Integrated Framework	I
	II
	III
Correctional Services	II
	III
Drilling	II
	III
Electricity Supply Industry—Generation Sector	II
	III (in Western Australia only)
Electricity Supply Industry—Transmission, Distribution and Rail Sector	II
Electrotechnology	I
	II
	III (in Western Australia only)
Financial Services	I
	II
	III
Floristry	III

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<b>Training package</b>	<b>AQF certificate level</b>
Food Processing Industry	III
Gas Industry	III
Information and Communications Technology	I II III
Laboratory Operations	II III
Local Government (other than Operational Works Cert I and II)	I II III
Manufactured Mineral Products	III
Manufacturing	I II III
Maritime	I II III
Metal and Engineering (Technical)	II III
Metalliferous Mining	II III
Museum, Library and Library/Information Services	II III
Plastics, Rubber and Cablemaking	III
Public Safety	III
Public Sector	II III
Pulp and Paper Manufacturing Industries	III
Retail Services (including wholesale and Community pharmacy)	III
Telecommunications	II III
Textiles, Clothing and Footwear	III
Tourism, Hospitality and Events	I II III
Training and Assessment	III
Transport and Distribution	III

<b>Training package</b>	<b>AQF certificate level</b>
Water Industry (Utilities)	III

**E1.2 Wage Level B**

<b>Training package</b>	<b>AQF certificate level</b>
Animal Care and Management	I II III
Asset Maintenance	I II III
Australian Meat Industry	I II III
Automotive Industry Manufacturing	II III
Automotive Industry Retail, Service and Repair	I II III
Beauty	II
Caravan Industry	II III
Civil Construction	I
Community Recreation Industry	III
Entertainment	I II III
Extractive Industries	II III
Fitness Industry	III
Floristry	II
Food Processing Industry	I II
Forest and Forest Products Industry	I II III
Furnishing	I II III
Gas Industry	I II

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<b>Training package</b>	<b>AQF certificate level</b>
Health	II
	III
Local Government (Operational Works)	I
	II
Manufactured Mineral Products	I
	II
Metal and Engineering (Production)	II
	III
Outdoor Recreation Industry	I
	II
	III
Plastics, Rubber and Cablemaking	II
Printing and Graphic Arts	II
	III
Property Services	I
	II
	III
Public Safety	I
	II
Pulp and Paper Manufacturing Industries	I
	II
Retail Services	I
	II
Screen and Media	I
	II
	III
Sport Industry	II
	III
Sugar Milling	I
	II
	III
Textiles, Clothing and Footwear	I
	II
Transport and Logistics	I
	II
Visual Arts, Craft and Design	I
	II
	III
Water Industry	I
	II

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**E1.3 Wage Level C**

<b>Training package</b>	<b>AQF certificate level</b>
Agri-Food	I
Amenity Horticulture	I II III
Conservation and Land Management	I II III
Funeral Services	I II III
Music	I II III
Racing Industry	I II III
Rural Production	I II III
Seafood Industry	I II III

## Schedule F—2016 Part-day Public Holidays

[Sched F inserted by [PR532630](#) ppc 23Nov12; renamed and varied by [PR544519](#) ppc 21Nov13; renamed and varied by [PR557581](#), [PR573679](#), [PR580863](#) ppc 31May16]

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

- F.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 F.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 F.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.



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

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

## Schedule G—School-based Apprentices

[Sched G inserted by [PR544798](#) ppc 01Jan14]

- G.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.
- G.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.
- G.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.
- G.4** For the purposes of clause G.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.
- G.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.
- G.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.
- G.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.
- G.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.
- G.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.
- G.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.
- G.11** School-based apprentices are entitled pro rata to all of the other conditions in this award.

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

[Sched H inserted by [PR583015](#) ppc 29Jul16]

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

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

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

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

The leave in advance will commence on: \_\_\_\_/\_\_\_\_/20\_\_\_\_

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

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

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

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

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

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

**I agree that:**

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

Name of parent/guardian: \_\_\_\_\_

Signature of parent/guardian: \_\_\_\_\_

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

**Schedule I—Agreement to Cash Out Annual Leave**

[Sched I inserted by [PR583015](#) ppc 29Jul16]

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 J—Agreement for time off instead of payment for overtime**

[Sched J inserted by [PR584110](#) ppc 22Aug16]

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\_\_\_