

Vice President Hatcher

Fair Work Commission

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Re: Award Stage - 4 Year Review of Modern Awards

MATTER – AM2014/204

Health Professionals and Support Services Award 2010

[MA 000027]

**Response on behalf of the Australian Dental Association
(ADA) Inc. by Wentworth Advantage Pty Ltd**

Written submission of a “Draft Determination” and comments on such as proposed by AIG and agreed to between the various parties from the hearing on Outstanding Matters before Vice President Hatcher on Thursday 7 July 2016 in the above named Award.

Date: 5 August 2016

1. GENERAL COMMENTS

- 1.1 As previously mentioned Wentworth Advantage Pty Ltd (**Wentworth Advantage**) is acting on behalf of the Australian Dental Association Inc. National Office (**ADA Inc.**) in the 2014/16 Modern Award Review proceedings relating to the *Health Professionals and Support Services Award* (HPSS Award) and the ADA has participated substantially in discussions and negotiations in order reach certain compromise consensus positions in the HPSS Award Review.
- 1.2 The attached “Draft Determinations” are written up in the form of amending the previously developed Exposure Draft (ED) of 4 December 2015. With the ADA’s proposed changes to that made by way of amendments in “red “ or “~~strikethroughs~~” and all highlighted as such in yellow in order to distinguish those of the previously consensus agreements noted in that latest ED adopted by the Commission.
- 1.3 These attached “Draft Determinations” and the following comments should be read in conjunction to the ADA’s previous submission response dated 3 May 2016 – which was lodged with the Commission.

2. SPECIFIC COMMENTS

- 2.1 It has become necessary for the ADA to now withdraw it’s proposal to the HSU to compromise dental practices “Span of Hours – Day worker” under the subclauses of Clause 8.2 and go back to those stated in the above mentioned Exposure Draft. This was varied as stated in the ADA’s 3 May 2106 response proposal of the HSU’s proposal. The newly amended way this is now to be set out for the ADA is in the attached “Determinations”. The ADA like various other parties has worked diligently with the HSU and the other parties in multiple meeting and conferences and teleconferences as facilitated by Commission Roe to consider a “package” of variations initially proposed by Commission Roe and then amended and re-proposed by the HSU. This ADA offer on the “Span of Hours” in particular has been withdrawn as it was only one part of the “package” of items that the parties were asked to consider in the HPSS Award review negotiations.
- 2.2 In good faith the ADA has offered substantial ground in compromising to reduce a dental practice’s span of hours in order to seek a more uniform span for other various health practitioners such as chiropractors, physiotherapists, osteopaths and the like. As the ADA believes that all of these health practitioners should be allowed to have a span of ordinary hours which aligns with the community’s expectation to receive health services outside traditional business hours.

2.3 The ADA wants now to strongly adhere to the original “Span of hours” that it had achieved for dental practices in the discussions and negotiations of the Award modernisation process of 2008/09 that was granted when the modern HPSS Award was made. This however does not detract from the ADA supporting other health professionals in their seeking the flexibility in ordinary hours of work that dental, medical and pathology practices need in order to serve the community.

2.4 Once again the ADA wants to reiterate that the additional week of annual leave issue for shiftworkers has already been dealt with in the 2 Year HPSS Award Review and should not go to the Annual Leave Common Issues Full Bench. See Decision {2013} FWC FB 5551 at paragraphs [86 – 100].

3. COMMITMENT FROM THE ADA

As previously mentioned in all our submissions the ADA has already been available to and has partaken in substantial negotiations and discussions and will continue to do so in order to possibly limit the matters that will need to go before a Full Bench for hearing. However, the time has now come where matters to do with the “Span of Hours” in particular and the associated clauses in the HPSS Award may now need to go to the Full Bench for the determination of the outcome the ADA is seeking.

Further however the ADA reserves the right to make further submissions in relation to any of the matters of the 4 Year HPSS Award Review if it deems it appropriate to do so into the future.

xxxxxXXXXXXXXXXXXXXXXxxxxx

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

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

Changes agreed to by parties appear in red text. Underlined text indicates new text that is to be included. Strikethrough text indicates existing text that is to be deleted.

EXPOSURE DRAFT – Revised

Health Professionals and Support Services Award 2015

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

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

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

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Part 1—Application and Operation

1. Title and commencement

1.1 amended in accordance with para [4] of [\[2015\] FWCFB 4658](#)

*1.1 This award is the *Health Professionals and Support Services Award 2014-2015*.*

1.2 and 1.3 amended in accordance with para [11] [\[2014\] FWCFB 9412](#) and para [8] of [\[2015\] FWCFB 4658](#)

1.2 This modern award, as varied, commenced operation on 1 January 2010. This award supersedes the *Health Professionals and Support Services Award 2010* but this

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

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

1.4 deleted in accordance with para [74] [\[2015\] FWCFB 6656](#)

~~1.4 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.~~

New 1.5 inserted in accordance with para [16] of [\[2014\] FWCFB 9412](#)

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

2. The National Employment Standards and this award

2.1 amended in accordance with para [25] [\[2014\] FWCFB 9412](#)

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

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

2.3 amended in accordance with para [29] [\[2014\] FWCFB 9412](#)

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

3. Coverage

- 3.1 This industry and occupational award covers:

- (a) employers throughout Australia in the health industry and their employees in the classifications listed in Schedule A—Classification Definitions to the exclusion of any other modern award; and
- (b) employers engaging a health professional employee in the classifications listed in ~~clause 11~~ Schedule A—Classification Definitions.

Parties are asked to clarify whether the list of common health professionals contained in Schedule B is an exhaustive list of those covered by the award or whether it is an indicative list of examples of the types of health professionals.

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

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

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

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

- 3.6 This award does not cover:

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

Note deleted in accordance with para [35] [\[2014\] FWCFB 9412](#)

~~NOTE: Section [143\(7\)](#) of the Act describes classes of employees who are excluded from being covered by a modern award.~~

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

4. Award flexibility

- 4.1** Notwithstanding any other provision of this award, an employer and an individual employee may agree to vary the application of certain terms of this award to meet the genuine individual needs of the employer and the individual employee. The terms the employer and the individual employee may agree to vary the application of, are those concerning:

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

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

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

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

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

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

overall in relation to the individual employee's terms and conditions of employment; and

(e) state the date the agreement commences to operate.

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

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

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

4.8 The agreement may be terminated:

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

(b) at any time, by written agreement between the employer and the individual employee.

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

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

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

5. Facilitative provisions

5.1 amended in accordance with para [42] [\[2014\] FWCFB 9412](#)

5.1 A facilitative provision provides that the standard approach in an award provision may be departed from by agreement between an employer and an individual employee, or an employer and the majority of employees in the enterprise or part of the enterprise concerned. ~~Facilitative provisions are not to be used as a device to avoid award obligations nor should they result in unfairness to an employee or employees covered by this award.~~

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

Clause	Provision	Agreement between an employer and:
9.1(b)	Unpaid meal breaks	An individual

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9.2(b)	Paid tea breaks	An individual
12.1	Payment of wages	The majority of

		employees
23.3(a)	Substitution of public holidays by agreement	The majority of employees

Part 2—Types of Employment and Classifications

6. Types of employment

6.1 Employment categories

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

6.2 Full-time employment

A full-time employee is engaged to work:

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

6.3 Part-time employment

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

6.4 Casual employment

- (a) A casual employee is an employee engaged on an hourly basis, other than as a part-time, full-time or fixed-term employee.
- (b) A casual employee can be engaged to work up to and including 38 ordinary hours per week.
- (c) Subject to clause 6.4(d) the minimum period of engagement of a casual employee is three hours.
- (d) The minimum period of engagement of cleaners employed in private medical practices is two hours.

Parties are asked to clarify whether the minimum engagements are daily minimums which can be worked in two or more occasions (i.e. in split shifts) or if these hours must be worked consecutively.

(e) Casual loading

- (i) For each ordinary hour worked, a casual employee must be paid:
 - the minimum hourly rate; and
 - a loading of 25% of the minimum hourly rate,
~~applicable to the classification and pay point for the classification in which they are employed.~~
- (ii) The casual loading is paid instead of the paid leave entitlements of full-time employees.

6.4(e)(iii) deleted in accordance with para [69] [\[2014\] FWCFB 9412](#)

- (iii) ~~The following provisions of this award do not apply to casual employees:~~

~~Parties are asked to provide a list of provisions that do not apply to casual employees.~~

7. Classifications

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

Part 3—Hours of Work

8. Ordinary hours of work and rostering

8.1 Ordinary hours

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

8.2 Span of hours—day workers - (NB See also Schedule I –Definitions ie “Shiftworker”)

- (a) The ordinary hours of work for a day worker are worked between 6.00 am and 6.00 pm, Monday to Friday, unless otherwise stated.

(b) Private medical, dental, and chiropractic, physiotherapy, osteopathy and pathology practices

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

(i) 7.30 am and 9.00 pm, Monday to Friday; and

(ii) 8.00 am and 4.30 pm on Saturday.

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

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

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

(d) Private medical imaging practices—seven day practices

(i) Where a practice services patients on a seven day a week basis, the ordinary hours of work for an employee at that location are worked between 7.00 am and 9.00 pm, Monday to Sunday.

(ii) Payment for weekend work under clause 8.2(d)(i) is paid in accordance with clause 18.2.

(e) Physiotherapy practices

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

(i) 6.00 am and 6.00 pm, Monday to Friday; and

(ii) 6.00 am to 12.00 noon on Saturday.

8.3 Rostering

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

9. Breaks

9.1 Unpaid meal breaks

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

9.2 Paid tea breaks

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

Part 4—Wages and Allowances

10. Minimum wages for Support Services employees

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

10.1 Progression through pay points

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

- (a) for full-time employees—by annual movement; or
- (b) for part-time or casual employees—after 1824 hours of similar

10.2 Support Services employees

Rates updated as a result of AWR 2015; casual hourly rates deleted in accordance with para [54] of [\[2015\] FWCFB 4658](#)

(NB – ALL PAY RATES TO BE AMENDED TO 2016 ANNUAL WAGE

REVIEW AMOUNTS)

Employee classification	Minimum weekly rate \$	Minimum hourly rate \$	Casual hourly rate \$
Level 1	698.40	18.38	22.98
Level 2	727.30	19.14	23.93
Level 3	756.00	19.89	24.86
Level 4	764.90	20.13	25.16
Level 5	790.70	20.81	26.01
Level 6	833.30	21.93	27.41
Level 7	848.30	22.32	27.90
Level 8			
Pay point 1	877.10	23.08	28.85
Pay point 2	900.20	23.69	29.61
Pay point 3	963.50	25.36	31.70
Level 9			
Pay point 1	980.70	25.81	32.26
Pay point 2	1,015.50	26.72	33.40
Pay point 3	1,023.50	26.93	33.66

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

10.3 Juniors in Support Services

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

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

10.4 Cooking apprentices

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

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

10.5 Dental Technician apprentices

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

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

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

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

10.6 Gardening and Landscaping apprentices

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

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

Year of apprenticeship	Apprentices who have not completed year 12	Apprentices who have completed year 12
% of Level 4 rate		
4th year	95	95

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

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

10.7 Adult apprentices

- (a) The minimum rate for an adult apprentice who commenced on or after 1 January 2014 and is in the first year of their apprenticeship must be 80% of the minimum wage for Level 4 in clause 10.2, or the rate prescribed by clause 10.4, 10.5 or 10.6 for the relevant year of the apprenticeship, whichever is the greater.
- (b) The minimum rate for an adult apprentice who commenced on or after 1 January 2014 and is in the second or subsequent years of their apprenticeship must be the rate for the lowest adult classification in clause 10.2 or the rate prescribed by the relevant apprenticeship clause 10.4, 10.5 or 10.6 for the relevant year of the apprenticeship, whichever is the greater.
- (c) A person employed by an employer under this award immediately prior to entering into a training agreement as an adult apprentice with that employer must not suffer a reduction in their minimum wage by virtue of entering into the training agreement, provided that the person has been an employee in that enterprise for at least:
- (i) six months as a full-time employee; or
 - (ii) twelve months as a part-time or regular and systematic casual employee, immediately prior to commencing the apprenticeship.

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- (d) For the purpose only of fixing a minimum wage, an adult apprentice meeting the requirements of clause 10.7(c) must continue to receive the minimum wage that applies to the classification specified in clause 10.2 in which the adult apprentice was engaged immediately prior to entering into the training agreement.

10.8 inserted in accordance with [PR559282](#)

10.8 Apprentice conditions of employment

- (a) Except as provided in this clause or where otherwise stated, all conditions of employment specified in this award apply to apprentices.
- (b) Where an apprentice is required to attend block release training for training identified in or associated with their training contract, and such training requires an overnight stay, the employer must pay for the excess reasonable travel costs incurred by the apprentice in the course of travelling to and from such training. Provided that this clause will not apply where the apprentice could attend an alternative Registered Training Organisation (RTO) and the use of the more distant RTO is not agreed between the employer and the apprentice.
- (c) For the purposes of 10.8(b) above, excess reasonable travel costs include the total costs of reasonable transportation (including transportation of tools where required), accommodation costs incurred while travelling (where necessary) and reasonable expenses incurred while travelling, including meals, which exceed those incurred in travelling to and from work. For the purposes of this subclause, excess travel costs do not include payment for travelling time or expenses incurred while not travelling to and from block release training.
- (d) The amount payable by an employer under 10.8(b) may be reduced by an amount the apprentice is eligible to receive for travel costs to attend block release training under a Government apprentice assistance scheme. This will only apply if an apprentice has either received such assistance or their employer has advised them in writing of the availability of such assistance.
- (e) All training fees charged by an RTO for prescribed courses and the cost of all prescribed textbooks (excluding those textbooks which are available in the employer's technical library) for the apprenticeship, which are paid by an apprentice, shall be reimbursed by the employer within six months of the commencement of the apprenticeship or the relevant stage of the apprenticeship, or within three months of the commencement of the training provided by the RTO, whichever is the later, unless there is unsatisfactory progress.
- (f) An employer may meet its obligations under 10.8(e) by paying any fees and/or cost of textbooks directly to the RTO.
- (g) An apprentice is entitled to be released from work without loss of continuity of employment and to payment of the appropriate wages to attend any training and assessment specified in, or associated with, the training contract.

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- (h) Time spent by an apprentice in attending any training and/or assessment specified in, or associated with, the training contract is to be regarded as time worked for the employer for the purposes of calculating the apprentice's wages and determining the apprentice's employment conditions. This subclause operates subject to the provisions of Schedule H—School-based Apprentices.
- (i) No apprentice will, except in an emergency, work or be required to work overtime or shiftwork at times which would prevent their attendance at training consistent with their training contract.

11. Minimum wages for Health Professional employees

11.1 Progression through pay points

(a) Progression through level 1

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

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

(b) Progression through levels 2–4

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

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

having regard to the acquisition and use of skills.

11.2 Health Professional employee—level 1

Rates updated as a result of AWR 2015; casual hourly rates deleted in accordance with para [54] of [\[2015\] FWCFB 4658](#)

(NB – ALL PAY RATES TO BE AMENDED TO 2016 ANNUAL WAGE REVIEW AMOUNTS)

	Minimum weekly rate \$	Minimum hourly rate \$	Casual—hourly rate \$
Pay point 1 (UG 2 qualification)	802.30	21.11	26.39
Pay point 2 (three year degree entry)	833.30	21.93	27.41
Pay point 3 (four year degree entry)	870.10	22.90	28.63
Pay point 4 (Masters degree entry)	900.20	23.69	29.61
Pay point 5 (PhD entry)	980.70	25.81	32.26

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Pay point 6	1,015.50	26.72	33.40
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11.3 Health Professional employee—level 2

Rates updated as a result of AWR 2015; casual hourly rates deleted in accordance with para [54] of [\[2015\] FWCFB 4658](#)

	Minimum weekly rate \$	Minimum hourly rate \$	Casual hourly rate \$
Pay point 1	1,021.10	26.87	33.59

Exposure draft - Health Professionals and Support Services Award 2015

Pay point 2	1,058.00	27.84	34.80
Pay point 3	1,098.40	28.91	36.14
Pay point 4	1,142.20	30.06	37.58

11.4 Health Professional employee—level 3

Rates updated as a result of AWR 2015; casual hourly rates deleted in accordance with para [54] of [\[2015\] FWCFB 4658](#)

	Minimum weekly rate \$	Minimum hourly rate \$	Casual hourly rate \$
Pay point 1	1,191.80	31.36	39.20
Pay point 2	1,225.10	32.24	40.30
Pay point 3	1,251.60	32.94	41.18
Pay point 4	1,307.00	34.39	42.99
Pay point 5	1,355.40	35.67	44.59

11.5 Health Professional employee—level 4

Rates updated as a result of AWR 2015; casual hourly rates deleted in accordance with para [54] of [\[2015\] FWCFB 4658](#)

	Minimum weekly rate \$	Minimum hourly rate \$	Casual hourly rate \$
Pay point 1	1,442.90	37.97	47.46
Pay point 2	1,539.90	40.52	50.65
Pay point 3	1,674.60	44.07	55.09
Pay point 4	1,848.60	48.65	60.81

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

12. Payment of wages

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

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

12.3 deleted in accordance with para [35] [\[2014\] FWCFB 9412](#)
employee.

- 12.3 ~~Section 536 of the Act requires the employer to give a pay slip to an employee within one working day of paying an amount to the employee in relation to the performance of work. The Fair Work Regulations 2009 specify the information that~~

Note inserted in accordance with para [57] [\[2015\] FWCFB 4658](#)

~~must be included in a pay slip.~~

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

13. Supported wage system

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

14. National training wage

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

15. Allowances

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

15.2 Wage related allowances

Monetary amounts in this clause adjusted as a result of AWR 2015

(a) **Heat allowance**

- (i) Where work continues for more than two hours in temperatures exceeding 46 degrees Celsius employees will be entitled to 20 minutes rest after every two hours work without deduction of pay.
- (ii) It will be the responsibility of the employer to ascertain the temperature.
- (iii) Employees employed at their current place of work prior to 8 August 1991 working for more than one hour in the shade in places where the temperature is raised by artificial means will be paid the following amounts:
 - where the temperature exceeds 40 degrees Celsius but does not exceed 46 degrees Celsius—**\$0.42** per hour or part thereof; or
 - where the temperature exceeds 46 degrees Celsius—**\$0.50** per hour or part thereof.

~~Parties are asked to comment on whether the provisions in clause 15.2(a)(iii) are obsolete.~~

(b) Nauseous work allowance

- (i) An allowance of **\$0.42** per hour or part thereof will be paid to an employee in any classification if:
- they are engaged in handling linen of a nauseous nature other than linen sealed in airtight containers; and/or
 - for work which is of an unusually dirty or offensive nature having regard to the duty normally performed by such employee in such classification.
- (ii) Any employee who is entitled to this allowance will be paid a minimum of **\$2.25** per week for nauseous or offensive work performed in any week.

(c) Occasional interpreting allowance

An employee not employed as a full-time interpreter who is required to perform interpreting duties will receive an additional **\$0.92** on each occasion with a maximum additional payment of **\$10.58** per week.

(d) On call allowance

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

- (i) when the on call period is between Monday and Saturday inclusive—**\$18.00** per 24 hour period; and
- (ii) when the on call period is on a Sunday or public holiday—**\$35.92** per 24 hour period.

15.3 Expense related allowances

(a) Blood check allowance

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

(b) Clothing and equipment

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

(ii) Uniform allowance

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

- **\$1.23** per shift or part thereof on duty; or
- **\$6.24** per week,

whichever is the lesser amount.

(iii) Laundry allowance

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

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

whichever is the lesser amount.

(iv) The uniform allowance, but not the laundry allowance, will be paid during all absences on leave, except absences on long service leave and absence on personal/carer's leave longer than 21 days. Where, prior to the taking of leave, an employee was paid a uniform allowance other than at the weekly rate, the rate to be paid during absence on leave will be the average of the allowance paid during the four weeks immediately preceding the taking of leave.

(v) Where an employer requires an employee to wear rubber gloves, special clothing or where safety equipment is required for the work performed by an employee, the employer must reimburse the employee for the cost of purchasing the special clothing or safety equipment, except where the clothing or equipment is provided by the employer.

(c) Damaged clothing allowance

(i) Where an employee, in the course of their employment suffers any damage to or soiling of clothing or other personal effects (excluding female hosiery), the employer will be liable for the replacement, repair or the cleaning of the clothing or personal effects provided immediate notification is given of the damage or soiling.

(ii) This clause will not apply where the damage or soiling is caused by the negligence of the employee.

(d) Deduction for board and lodging

Monetary amounts in this clause adjusted as a result of AWR 2015 –

NB _ - _ SHOULD BE ADJUSTED TO AWR 2016

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

(i) employees receiving full adult rate of pay—~~\$24.49~~; or

(ii) trainees—~~\$11.06~~; and

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

(e) Meal allowances

Monetary amounts in this clause adjusted as a result of AWR 2015

(i) When required to work after the usual finishing hour of work beyond one hour or, in the case of shiftworkers, when the overtime work on any shift

exceeds one hour, an employee will be:

- supplied with an adequate meal where an employer has adequate cooking and dining facilities; or
- paid a meal allowance of **\$12.21**.

(ii) In addition to the allowance provided for in clause 15.3(e)(i), where overtime work exceeds four hours, a further meal allowance of **\$11.00** will be paid.

(iii) Clauses 15.3(e)(i) and (ii) will not apply when an employee could reasonably return home for a meal within the meal break.

(iv) On request the meal allowance will be paid on the same day as overtime is worked.

(f) Telephone allowance

Where the employer requires an employee to install and/or maintain a telephone for the purpose of being on call, the employer will refund the installation costs and the subsequent rental charges on production of receipted accounts.

(g) Tool allowance

A tool allowance of **\$11.00** per week for the supply and maintenance of tools will be paid to chefs and cooks who are not provided with all necessary tools by the employer.

(h) Travelling, transport and fares

(i) An employee required and authorised to use their own motor vehicle in the course of their duties will be paid an allowance of not less than **\$0.78** per kilometre.

(ii) When an employee is involved in travelling on duty, if the employer cannot provide the appropriate transport, all reasonably incurred expenses in respect to fares, meals and accommodation will be met by the employer on production of receipted account(s) or other evidence acceptable to the employer.

(iii) The employee will not be entitled to reimbursement for expenses referred to in clause 15.3(h)(ii), which exceed the mode of transport, meals or the standard of accommodation agreed with the employer, for these purposes.

16. Higher duties

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

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

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

17. Superannuation

17.1 Superannuation legislation

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

17.2 Employer contributions

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

17.3 Voluntary employee contributions

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

17.4 Superannuation fund

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

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

Part 5—Penalties and Overtime

18. Penalty rates and shiftwork

18.1 Weekend penalties—~~day worker~~

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

18.2 Weekend work in private medical imaging seven day practice

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

18.3 Public holidays

Payment for public holidays is in accordance with clause 23.1.

18.4 Shiftwork penalties— provisions

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

(a) **For the purposes of this clause:**

(i) **Afternoon shift** means any shift commencing not earlier than 12.00 noon and finishing after ~~6.00~~ 7.30 pm on the same day; and

(ii) **Night shift** means any shift commencing on or after ~~6.00~~ 7.30 pm and finishing before 7.30 am on the following day.

(b) **Shift penalties**

(i) Where an employee works a rostered afternoon shift between Monday and Friday, the employee will be paid a loading of 12.5% of their minimum hourly rate.

(ii) Where an employee works a rostered night shift between Monday and Friday, the employee will be paid a loading of 15% of their minimum hourly rate.

(iii) The provisions of this clause do not apply where an employee commences their ordinary hours of work after 12.00 noon and completes those hours at or before ~~6.00~~ 7.30 pm on that day.

(iv) The shift penalties prescribed in this clause will not apply to shiftwork performed by an employee on Saturday, Sunday or public holiday where the extra payment prescribed by clause ~~16~~ 18.1 — ~~Saturday and Sunday work~~ Weekend Penalties and clause ~~18~~ 23 — Public holidays applies.

Parties are asked to confirm whether this rate is in addition to casual loading and/or weekend penalties.

19. Overtime rates

19.1 Overtime is paid in the following circumstances:

- (a) Where a full time employee:
 - (i) works in excess of their ordinary hours;
 - (ii) works in excess of 10 ordinary hours per shift;
- (b) Where a part time employee:
 - (i) works in excess of their ordinary hours, except where agreement has been reached in accordance with clauses 6.3(c); and/or
 - (ii) works in excess of 10 ordinary hours per shift; and/or
 - (iii) works in excess of an average of 38 hours per week or 76 ordinary hours in a fortnight or 152 ordinary hours in a four week period.
- (c) Where a casual employee:
 - (i) works in excess of 10 ordinary hours per shift; and/or
 - (ii) works in excess of 38 ordinary hours per week or 76 hours in a fortnight.
- (d) Where an employee is deprived of part of their break between shifts as required by clause 19.3.

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

- (a) Monday to Saturday - 150% for the first two hours and 200% thereafter;
- (b) Sunday - 200%;
- (c) Public Holidays - 250%;
- (d) Overtime rates under this clause will be in substitution for and not cumulative upon the penalties and loadings prescribed in clause 18 – Penalty rates and shiftwork, Clause 23 Public Holidays and the casual loading in clause 6.4(e).

~~19.1 Overtime rates~~

- ~~(e) An employee who works outside their ordinary hours on any day will be paid at the rate of:
 - (i) ~~150%~~ of the minimum hourly rate applicable to their classification and pay point for the first two hours; and
 - (ii) ~~200%~~ of the minimum hourly rate applicable to their classification and pay point thereafter.~~
- ~~(f) All overtime worked on a Sunday will be paid at the rate of ~~200%~~ of the~~

~~(g) These extra rates will be in substitution for and not cumulative upon the shift loading prescribed in clause 18.4.~~

(h) Part-time employees

~~Where agreement has been reached in accordance with clauses 6.3(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.~~

19.3 19.3 19.2 Rest period after overtime

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

This provision may be affected by [AM2014/300](#) – see [draft determination](#)

19.4 Time off instead of payment for overtime

- (a) An employee may elect, with the consent of the employer, to take time off instead of payment for overtime at a time agreed with the employer.
- (b) Overtime taken as time off during ordinary hours will be taken at the ordinary time rate, that is, an hour for each hour worked.

19.5 Recall to work overtime

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

19.6 Paid rest break during overtime

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

Part 6—Leave, Public Holidays, **termination of employment**, and Other NES Entitlements

20. Annual leave

This annual leave provision may be affected by [AM2014/47](#) – see [draft determination](#)

20.1 substituted in accordance with para [35] [\[2014\] FWCFB 9412](#)

~~20.1 Annual leave is provided for in the NES. Casual employees are not entitled to paid annual leave. The NES provides for the accrual of four weeks paid leave per year (five weeks' paid leave per year for certain shiftworkers). For the full NES annual leave entitlement see [ss.86-94](#) of the Act.~~

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

20.2 Additional leave for certain shiftworkers

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

20.3 Annual leave loading

20.3 amended in accordance with para [43] of [\[2015\] FWCFB 4658](#)

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

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

Note inserted in accordance with para [94] of [\[2015\] FWCFB 4658](#)

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

20.4 Leave in advance

- (a) An employer may allow an employee to take annual leave either wholly or partly in advance of an entitlement accruing.
- (b) Where annual leave has been taken in advance and the employment of the employee is terminated before completing the required amount of service to account for the leave, the employer is entitled to deduct the amount of leave in advance which is still owing from any remuneration payable to the employee upon termination of employment.

20.5 Close down periods—dental and medical practices

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

21. Personal/carer's leave and compassionate leave

21 substituted in accordance with para [35] [\[2014\] FWCFB 9412](#)

~~21.1 Personal/carer's leave and compassionate leave are provided for in the NES. Casual employees are not entitled to paid personal/carer's leave or paid compassionate leave. The NES provides for:~~

- ~~• the accrual of 10 days' paid personal/carer's leave per year;~~
- ~~• 2 days' unpaid carer's leave (as required); and~~
- ~~• 2 days' paid (unpaid for casuals) compassionate leave (as required).~~

~~21.2 For the full NES entitlement to personal/carer's leave and compassionate leave see [ss.95–107](#) of the Act.~~

~~21.3 Personal/carer's leave and compassionate leave are not paid on termination of employment.~~

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

22. Parental leave and related entitlements

22 substituted in accordance with para [35] [\[2014\] FWCFB 9412](#)

Parental leave and related entitlements are provided for in the NES. ~~The NES provides up to 12 months' unpaid leave to eligible employees, plus a right to request an additional 12 months' unpaid leave, plus other forms of maternity, paternity and adoption-related leave. For the full NES parental leave entitlement see [ss.67-85](#) of the Act.~~

23. Public holidays

23.1 and 23.2 substituted in accordance with para [35] [\[2014\] FWCFB 9412](#)

~~23.1 Public holiday entitlements are provided for in the NES. The NES provides a paid day off on each public holiday, except where reasonably requested to work. For the full NES public holiday entitlement see [ss.114-116](#) of the Act.~~

~~23.2 A casual employee who does not work on a public holiday is not entitled to a paid day off.~~

23.1 Public holidays are provided for in the NES.

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

23.3 Substitution of public holidays by agreement

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

23.4 Part-day public holidays

23.4 inserted on 4 December 2015.

For provisions relating to part-day public holidays see Schedule G—2015 Part-day public holidays.

24. Community service leave

24 substituted in accordance with para [35] [\[2014\] FWCFB 9412](#)

Community service leave is provided for in the NES. ~~The NES provides unpaid leave for voluntary emergency activities and up to 10 days' paid leave for jury service (after 10 days, leave is unpaid). For the full NES community service leave entitlement see [ss.108-112](#) of the Act.~~

25. Ceremonial leave

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

26. Termination of employment

26.1 amended in accordance with para [35] [\[2014\] FWCFB 9412](#)

~~26.1 Notice of termination is provided for in the NES. The NES provides between one and four weeks' notice of termination based on length of service. Employees over 45 years old who have been with the employer for at least two years are entitled to an extra week's notice. For the full NES notice of termination entitlement see~~

26.2 amended in accordance with para [35] [\[2014\] FWCFB 9412](#)

~~[ss.117-118](#) of the Act.~~

26.2 Notice of termination by an employee

The notice of termination required to be given by an employee is the same as that required of an employer, ~~except that there is no requirement for employees over 45 years old to give additional notice 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 money due to the employee on termination under this award or the NES, an amount not exceeding the amount the employee would have been paid under this award in respect of the period of notice required by this clause, less any period of notice actually given by the employee.

26.3 Job search entitlement

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

27. Redundancy

27.1 substituted in accordance with para [35] [\[2014\] FWCFB 9412](#)

~~27.1 Redundancy pay is provided for in the NES. The NES provides between zero and 16 weeks' redundancy pay upon redundancy, depending on length of service. Small business employers are excluded from the obligation to pay redundancy pay. For~~

27.2 deleted in accordance with para [35] [\[2014\] FWCFB 9412](#)

~~the full NES redundancy pay entitlement see [ss.119-122](#) of the Act.~~

~~27.2 A **small business employer** is defined in the Act as an employer that employs fewer than 15 employees. The way that the number of employees is calculated is set out in [s.23](#) of the Act.~~

27.2 Transfer to lower paid duties

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

27.3 Employee leaving during notice period

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

27.4 Job search entitlement

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

Part 7—Consultation and Dispute Resolution

28. Consultation

28.1 Consultation regarding major workplace change

- (a) **Employers to notify**
 - (i) Where an employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer must notify the employees who may be affected by the proposed changes and their representatives, if any.
 - (ii) **Significant effects** include termination of employment; major changes in the composition, operation or size of the employer's workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations; and the restructuring of jobs. Provided that where this award makes provision for alteration of any of these matters an alteration is deemed not to have significant effect.

(b) Employers to discuss change

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

28.2 Consultation about changes to rosters or hours of work

- (a)** Where an employer proposes to change an employee's regular roster or ordinary hours of work, the employer must consult with the employee or employees affected and their representatives, if any, about the proposed change.
- (b)** The employer must:
 - (i)** provide to the employee or employees affected and their representatives, if any, information about the proposed change (for example, information about the nature of the change to the employee's regular roster or ordinary hours of work and when that change is proposed to commence);
 - (ii)** invite the employee or employees affected and their representatives, if any, to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities); and
 - (iii)** give consideration to any views about the impact of the proposed change that are given by the employee or employees concerned and/or their representatives.
- (c)** The requirement to consult under this clause does not apply where an employee has irregular, sporadic or unpredictable working hours.
- (d)** These provisions are to be read in conjunction with other award provisions concerning the scheduling of work and notice requirements.

29. Dispute resolution

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

Schedule A—Classification Definitions

A.1 Support Services employees—definitions

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

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

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

(b) Indicative roles at this level are:

General and administrative services	Food services	Technical and clinical
Assistant gardener Car park attendant Cleaner General clerk Hospital orderly Incinerator operator Laundry hand Seamsperson	Food and domestic services assistant	Animal house attendant CSSD attendant Darkroom processor Dental assistant (unqualified) Laboratory assistant Medical imaging support Orthotic technician Recording attendant

A.1.2 Support Services employee—level 2

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

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

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

General and administrative services	Food services	Technical and clinical
Driver (less than 3 tonne)	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)		

A.1.3 Support Services employee—level 3

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

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

General and administrative services	Food services	Technical and clinical
Driver (less than 3 tonne) who is required to hold a St John Ambulance first aid certificate.	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	Instrument technician
General clerk/Typist (second and subsequent years of service)		Laboratory assistant
Receptionist		Personal care worker grade 2
		Theatre technician

A.1.4 Support Services employee—level 4

- (a) An employee at this level:

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

(b) Indicative roles performed at this level are:

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

A.1.5 Support Services employee—level 5

(a) An employee at this level:

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

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

(b) Indicative roles performed at this level are:

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

A.1.6 Support Services employee—level 6

(a) An employee at this level:

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

(b) Indicative roles performed at this level are:

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

A.1.7 Support Services employee—level 7

(a) An employee at this level:

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

(b) Indicative roles performed at this level are:

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

A.1.8 Support Services employee—level 8

- (a) Employees at this level will typically have worked or studied in a relevant field and will have achieved a standard of relevant and/or specialist knowledge and experience sufficient to enable them to independently advise on a range of activities and features and contribute, as required, to the determination of objectives, within the relevant field/s of their expertise.
- (b) They are responsible and accountable for their own work; and may have delegated responsibility for the work under their control or supervision, in terms of, inter alia, scheduling workloads, resolving operations problems, monitoring the quality of work produced as well as counselling staff for performance as well as work related matters.
- (c) They would also be able to train and to supervise employees in lower levels by means of personal instruction and demonstration. They often exercise initiative, discretion and judgment in the performance of their duties.
- (d) The possession of relevant post secondary qualifications may be

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

A.1.9 Support Services employee—level 9

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

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work flow in the area of responsibility.

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

A.2 Health Professional employees—definitions

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

A.2.1 Health Professional—level 1

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

A.2.2 Health Professional—level 2

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

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

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

A.2.3 Health Professional—level 3

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

A.2.4 Health Professional—level 4

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

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

DRAFT

Schedule B—List of Common Health Professionals – Exhaustive List

Parties are asked to clarify whether the list of common health professionals contained in Schedule B is an exhaustive list of those covered by the award or whether it is an indicative list of examples of the types of health professionals.

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

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

Schedule C—Summary of Hourly Rates

Rates updated as a result of AWR 2015 and Note inserted in accordance with para [63] of [\[2015\] FWCFB 4658](#)

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

C.1 Support services employees

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

	Ordinary hours	Other than 7 day private medical imaging practice	7 day private medical imaging practice		Public holiday	Shiftwork ¹	Shiftwork ¹
			Saturday	Sunday			
		Saturday and Sunday					
% of minimum hourly rate							
100% 150% 125% 150% 250% 115% 115%							
Level 1	18.38	27.57	22.98	27.57	45.95	17.93	21.14
Level 2	19.14	28.71	23.93	28.71	47.85	18.67	22.01
Level 3	19.89	29.84	24.86	29.84	49.73	19.41	22.87
Level 4	20.13	30.20	25.16	30.20	50.33	19.64	23.15
Level 5	20.81	31.22	26.01	31.22	52.03	20.30	23.93
Level 6	21.93	32.90	27.41	32.90	54.83	21.39	25.22
Level 7	22.32	33.48	27.90	33.48	55.80	21.78	25.67
Level 8							
Pay point 1	23.08	34.62	28.85	34.62	57.70	22.52	26.54
Pay point 2	23.69	35.54	29.61	35.54	59.23	23.11	27.24
Pay point 3	25.36	38.04	31.70	38.04	63.40	24.74	29.16
Level 9							
Pay point 1	25.81	38.72	32.26	38.72	64.53	25.18	29.68
Pay point 2	26.72	40.08	33.40	40.08	66.80	26.07	30.73
Pay point 3	26.93	40.40	33.66	40.40	67.33	26.28	30.97
¹ Shiftwork means any shift where ordinary hours commence between 6.00 pm and 6.00 pm or finish between 6.00 pm and 8.00 am as defined in clause 18.4.							

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

	Monday to Saturday		Sunday	Public holiday
	First 2 hours	After 2 hours		
	% of minimum hourly rate			
	150%	200%	200%	250%
Level 1	27.57	36.76	36.76	45.95
Level 2	28.71	38.28	38.28	47.85
Level 3	29.84	39.78	39.78	49.73
Level 4	30.20	40.26	40.26	50.33
Level 5	31.22	41.62	41.62	52.03
Level 6	32.90	43.86	43.86	54.83
Level 7	33.48	44.64	44.64	55.80
Level 8				
Pay point 1	34.62	46.16	46.16	57.70
Pay point 2	35.54	47.38	47.38	59.23
Pay point 3	38.04	50.72	50.72	63.40
Level 9				
Pay point 1	38.72	51.62	51.62	64.53
Pay point 2	40.08	53.44	53.44	66.80
Pay point 3	40.40	53.86	53.86	67.33

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

	Ordinary hours	Other than 7 day private medical imaging practice	7 day private medical imaging practice		Public holiday	Shiftwork ¹
		Saturday and Sunday	Saturday	Sunday		
	% of minimum hourly rate					
	125%	175%	150%	175%	275%	140%
Level 1	22.98	32.17	27.57	32.17	50.55	25.73
Level 2	23.93	33.50	28.71	33.50	52.64	26.80
Level 3	24.86	34.81	29.84	34.81	54.70	27.85
Level 4	25.16	35.23	30.20	35.23	55.36	28.18
Level 5	26.01	36.42	31.22	36.42	57.23	29.13
Level 6	27.41	38.38	32.90	38.38	60.31	30.70

	Ordinary hours	Other than 7 day private medical imaging practice	7 day private medical imaging practice		Public holiday	Shiftwork ¹
			Saturday and Sunday	Saturday		
% of minimum hourly rate						
	125%	175%	150%	175%	275%	140%
Level 7	27.90	39.06	33.48	39.06	61.38	31.25
Level 8						
Pay point 1	28.85	40.39	34.62	40.39	63.47	32.31
Pay point 2	29.61	41.46	35.54	41.46	65.15	33.17
Pay point 3	31.70	44.38	38.04	44.38	69.74	35.50
Level 9						
Pay point 1	32.26	45.17	38.72	45.17	70.98	36.13
Pay point 2	33.40	46.76	40.08	46.76	73.48	37.41
Pay point 3	33.66	47.13	40.40	47.13	74.06	37.70

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

C.2 Health professional employees

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

	Ordinary hours	Other than 7 day private medical imaging practice	7 day private medical imaging practice		Public holiday	Shiftwork ¹
			Saturday and Sunday	Saturday		
% of minimum hourly rate						
	100%	150%	125%	150%	250%	115%
Health professional employees—level 1						
Pay point 1	21.11	31.67	26.39	31.67	52.78	24.28
Pay point 2	21.93	32.90	27.41	32.90	54.83	25.22
Pay point 3	22.90	34.35	28.63	34.35	57.25	26.34
Pay point 4	23.69	35.54	29.61	35.54	59.23	27.24
Pay point 5	25.81	38.72	32.26	38.72	64.53	29.68
Pay point 6	26.72	40.08	33.40	40.08	66.80	30.73
Health Professional employee—level 2						
Pay point 1	26.87	40.31	33.59	40.31	67.18	30.90
Pay point 2	27.84	41.76	34.80	41.76	69.60	32.02

	Ordinary hours	Other than 7 day private medical imaging practice	7 day private medical imaging practice		Public holiday	Shiftwork ¹
		Saturday and Sunday	Saturday	Sunday		
% of minimum hourly rate						
	100%	150%	125%	150%	250%	115%
Pay point 3	28.91	43.37	36.14	43.37	72.28	33.25
Pay point 4	30.06	45.09	37.58	45.09	75.15	34.57
Health Professional employee—level 3						
Pay point 1	31.36	47.04	39.20	47.04	78.40	36.06
Pay point 2	32.24	48.36	40.30	48.36	80.60	37.08
Pay point 3	32.94	49.41	41.18	49.41	82.35	37.88
Pay point 4	34.39	51.59	42.99	51.59	85.98	39.55
Pay point 5	35.67	53.51	44.59	53.51	89.18	41.02
Health Professional employee—level 4						
Pay point 1	37.97	56.96	47.46	56.96	94.93	43.67
Pay point 2	40.52	60.78	50.65	60.78	101.30	46.60
Pay point 3	44.07	66.11	55.09	66.11	110.18	50.68
Pay point 4	48.65	72.98	60.81	72.98	121.63	55.95

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

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

	Monday to Saturday		Sunday	Public holiday
	First 2 hours	After 2 hours		
% of minimum hourly rate				
	150%	200%	200%	250%
Health professional employees—level 1				
Pay point 1	31.67	42.22	42.22	52.78
Pay point 2	32.90	43.86	43.86	54.83
Pay point 3	34.35	45.80	45.80	57.25
Pay point 4	35.54	47.38	47.38	59.23
Pay point 5	38.72	51.62	51.62	64.53
Pay point 6	40.08	53.44	53.44	66.80
Health professional employees—level 2				
Pay point 1	40.31	53.74	53.74	67.18
Pay point 2	41.76	55.68	55.68	69.60

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	Monday to Saturday		Sunday	Public holiday
	First 2 hours	After 2 hours		
	% of minimum hourly rate			
	150%	200%	200%	250%
Pay point 3	43.37	57.82	57.82	72.28
Pay point 4	45.09	60.12	60.12	75.15
Health Professional employee—level 3				
Pay point 1	45.90	61.20	61.20	76.50
Pay point 2	47.04	62.72	62.72	78.40
Pay point 3	48.36	64.48	64.48	80.60
Pay point 4	49.41	65.88	65.88	82.35
Pay point 5	51.59	68.78	68.78	85.98
Health Professional employee—level 4				
Pay point 1	56.96	75.94	75.94	94.93
Pay point 2	60.78	81.04	81.04	101.30
Pay point 3	66.11	88.14	88.14	110.18
Pay point 4	72.98	97.30	97.30	121.63

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

	Ordinary hours	Other than 7 day private medical imaging practice	7 day private medical imaging practice		Public holiday	Shiftwork ¹
		Saturday and Sunday	Saturday	Sunday		
	% of minimum hourly rate					
	125%	175%	150%	175%	275%	140%
Health professional employees—level 1						
Pay point 1	26.39	36.94	31.67	36.94	58.05	29.55
Pay point 2	27.41	38.38	32.90	38.38	60.31	30.70
Pay point 3	28.63	40.08	34.35	40.08	62.98	32.06
Pay point 4	29.61	41.46	35.54	41.46	65.15	33.17
Pay point 5	32.26	45.17	38.72	45.17	70.98	36.13
Pay point 6	33.40	46.76	40.08	46.76	73.48	37.41
Health Professional employee—level 2						
Pay point 1	33.59	47.02	40.31	47.02	73.89	37.62
Pay point 2	34.80	48.72	41.76	48.72	76.56	38.98
Pay point 3	36.14	50.59	43.37	50.59	79.50	40.47
Pay point 4	37.58	52.61	45.09	52.61	82.67	42.08

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	Ordinary hours	Other than 7 day private medical imaging practice	7 day private medical imaging practice		Public holiday	Shiftwork ¹
		Saturday and Sunday	Saturday	Sunday		
	% of minimum hourly rate					
	125%	175%	150%	175%	275%	140%
Health Professional employee—level 3						
Pay point 1	39.20	54.88	47.04	54.88	86.24	43.90
Pay point 2	40.30	56.42	48.36	56.42	88.66	45.14
Pay point 3	41.18	57.65	49.41	57.65	90.59	46.12
Pay point 4	42.99	60.18	51.59	60.18	94.57	48.15
Pay point 5	44.59	62.42	53.51	62.42	98.09	49.94
Health Professional employee—level 4						
Pay point 1	47.46	66.45	56.96	66.45	104.42	53.16
Pay point 2	50.65	70.91	60.78	70.91	111.43	56.73
Pay point 3	55.09	77.12	66.11	77.12	121.19	61.70
Pay point 4	60.81	85.14	72.98	85.14	133.79	68.11
¹ Shiftwork means any shift where ordinary hours commence between 6.00 pm and 6.00 pm or finish between 6.00 pm and 8.00 am as defined in clause 18.4.						

Schedule D—Summary of Monetary Allowances

Monetary amounts in this clause adjusted as a result of AWR 2015

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

D.1 Wage related allowances

The wage related allowances in this award are based on the standard rate as defined in Schedule I as the minimum weekly rate for a Health Professional employee—level 1 pay point 2 in clause 11.2 = **\$833.30**

Allowance	Clause	% of standard rate \$833.30	\$ per hour or part thereof unless stated otherwise
Heat allowance ¹	15.2(a)		
Between 40°C and 46°C		0.05	0.42
Exceeds 46°C		0.06	0.50
Nauseous work allowance	15.2(b)		
Per hour or part thereof		0.05	0.42
Minimum per week		0.27	2.25 per week
Occasional interpreting allowance	15.2(c)		
Per occasion		0.11	0.92 per occasion
Maximum per week		1.27	10.58 per week
On call allowance, per 24 hour period or part thereof	15.2(d)		
Monday to Saturday	15.2(d)(i)	2.16	18.00 per 24 hour
Sunday or public holiday	15.2(d)(ii)	4.31	35.92 per 24 hour
¹ Heat allowance only payable to certain employees in accordance with clause 15.2(a)(iii).			

D.1.1 Adjustment of wage related allowances

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

D.2 Expense related allowances

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

Allowance	Clause	\$
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Allowance	Clause	\$
Uniform allowance, the lesser of:	15.3(b)(ii)	
Per shift or part thereof; OR		1.23 per shift
Per week		6.24 per week
Laundering allowance, the lesser of:	15.3(e)(i)	
Per shift or part thereof; OR		0.32 per shift
Per week		1.49 per week
Meal allowance	15.3(e)(i)	
More than one hour of overtime		12.21 per occasion
Further meal allowance where overtime exceeds four hours		11.00 per occasion
Tool allowance—chefs and cooks not provided with all necessary tools	15.3(g)	11.00 per week
Motor vehicle allowance	15.3(h)(i)	0.78 per km

D.2.2 Deduction for board and lodging

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

Deduction	Clause	\$
Board and lodging		
Employees receiving full adult rate of pay		23.28 per week
Trainees		10.51 per week
Where employees buy their meals at ruling cafeteria rates		14.50 per week

D.2.3 Adjustment of expense related allowances

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

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

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

Allowance	Applicable Consumer Price Index figure
Board and lodging	Domestic holiday travel and accommodation sub-group

DRAFT

Schedule updated in accordance with [PR568050](#)

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

E.2 In this schedule:

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

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

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

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

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

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

E.3 Eligibility criteria

E31 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.

E32 This schedule does not apply to any existing employee who has a claim against the employer which is subject to the provisions of workers compensation legislation or any provision of this award relating to the rehabilitation of employees who are injured in the course of their employment.

E.4 Supported wage rates

E41 Employees to whom this schedule applies will be paid the applicable percentage of the relevant minimum wage according to the following schedule:

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

E42 Provided that the minimum amount payable must be not less than \$81 per week.

E43 Where an employee's assessed capacity is 10%, they must receive a high degree of assistance and support.

E.5 Assessment of capacity

E51 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.

E52 All assessments made under this schedule must be documented in an SWS wage assessment agreement, and retained by the employer as a time and wages record in accordance with the Act.

E.6 Lodgement of SWS wage assessment agreement

E61 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.

E62 All SWS wage assessment agreements must be agreed and signed by the employee and employer parties to the assessment. Where a union which has an interest in the award is not a party to the assessment, the assessment will be referred by the Fair Work Commission to the union by certified mail and the agreement will take effect unless an objection is notified to the Fair Work Commission within 10 working days.

E.7 Review of assessment

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

E.8 Other terms and conditions of employment

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

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

E.9 Workplace adjustment

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

E.10 Trial period

- E101** 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.
- E102** 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.
- E103** The minimum amount payable to the employee during the trial period must be no less than \$81 per week.
- E104** Work trials should include induction or training as appropriate to the job being trialled.
- E105** Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment will be entered into based on the outcome of assessment under clause E.5.

Schedule F—National Training Wage

Schedule F replaced in accordance with para [67] [\[2014\] FWCFB 9412](#) and [PR566696](#)

F.1 Title

This is the *National Training Wage Schedule*.

F.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:

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

F.3 Coverage

F.3.1 Subject to clauses F.3.2 to F.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 clause F.7 to this schedule or by clause F.5.4 of this schedule.

F.3.2 This schedule only applies to AQF Certificate Level IV traineeships for which a relevant AQF Certificate Level III traineeship is listed in clause F.7 to this schedule.

F.3.3 This schedule does not apply to:

- (a) the apprenticeship system;
- (b) qualifications not identified in training packages; or
- (c) qualifications in training packages which are not identified as appropriate for a traineeship.

Parties are asked to identify "*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*" that they consider should not be covered by this Schedule.

F.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.

F.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.

F.3.6 At the conclusion of the traineeship, this schedule ceases to apply to the employee.

F.4 Types of Traineeship

The following types of traineeship are available under this schedule:

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

F.5 Minimum Wages

F.5.1 Minimum wages for full-time traineeships

(a) Wage Level A

Subject to clause F.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 clause F.7.1 are:

	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per week	per week	per week
	\$	\$	\$
School leaver	295.10	325.00	387.20
Plus 1 year out of school	325.00	387.20	450.60
Plus 2 years out of school	387.20	450.60	524.40
Plus 3 years out of school	450.60	524.40	600.40
Plus 4 years out of school	524.40	600.40	
Plus 5 or more years out of school	600.40		

(b) Wage Level B

Subject to clause F.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 clause F.7.2 are:

	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per week	Per week	per week
	\$	\$	\$
School leaver	295.10	325.00	376.80
Plus 1 year out of school	325.00	376.80	433.40
Plus 2 years out of school	376.80	433.40	508.20
Plus 3 years out of school	433.40	508.20	579.70
Plus 4 years out of school	508.20	579.70	

	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per week	Per week	per week
	\$	\$	\$
Plus 5 or more years out of school	579.70		

(c) Wage Level C

Subject to clause F.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 clause F.7.3 are:

	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per week	per week	per week
	\$	\$	\$
School leaver	295.10	325.00	376.80
Plus 1 year out of school	325.00	376.80	424.10
Plus 2 years out of school	376.80	424.10	473.80
Plus 3 years out of school	424.10	473.80	527.90
Plus 4 years out of school	473.80	527.90	
Plus 5 or more years out of school	527.90		

(d) AQF Certificate Level IV traineeships

(i) Subject to clause F.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 F.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:

Wage level	First year of traineeship	Second and subsequent years of traineeship
	per week	per week
	\$	\$
Wage Level A	623.50	647.70
Wage Level B	601.60	624.70
Wage Level C	547.50	568.20

F.5.2 Minimum wages for part-time traineeships**(a) Wage Level A**

Subject to clauses F.5.2(f) and F.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 clause F.7.1 are:

	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per hour	per hour	per hour
	\$	\$	\$
School leaver	9.71	10.70	12.74
Plus 1 year out of school	10.70	12.74	14.83
Plus 2 years out of school	12.74	14.83	17.25
Plus 3 years out of school	14.83	17.25	19.74
Plus 4 years out of school	17.25	19.74	
Plus 5 or more years out of school	19.74		

(b) Wage Level B

Subject to clauses F.5.2(f) and F.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 clause F.7.2 are:

	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per hour	per hour	per hour
	\$	\$	\$
School leaver	9.71	10.70	12.40
Plus 1 year out of school	10.70	12.40	14.26
Plus 2 years out of school	12.40	14.26	16.73
Plus 3 years out of school	14.26	16.73	19.08
Plus 4 years out of school	16.73	19.08	
Plus 5 or more years out of school	19.08		

(c) Wage Level C

Subject to clauses F.5.2(f) and F.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 clause F.7.3 are:

	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per hour	per hour	per hour

	\$	\$	\$
School leaver	9.71	10.70	12.40
Plus 1 year out of school	10.70	12.40	13.95
Plus 2 years out of school	12.40	13.95	15.58
Plus 3 years out of school	13.95	15.58	17.36
Plus 4 years out of school	15.58	17.36	
Plus 5 or more years out of school	17.36		

(d) School-based traineeships

Subject to clauses F.5.2(f) and F.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 clause F.7 are as follows when the trainee works ordinary hours:

Year of schooling	
Year 11 or lower	Year 12
per hour	per hour
\$	\$
9.71	10.70

(e) AQF Certificate Level IV traineeships

(i) Subject to clauses F.5.2(f) and F.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 F.5.2(f) and F.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	20.51	21.31
Wage Level B	19.77	20.54
Wage Level C	18.01	18.70

(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 F.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 F.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 F.5.2(a)–(e) of this schedule minus 20% applies to each ordinary hour worked by the trainee.

F.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.

F.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 clause F.7 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.

F.6 Employment conditions

- F.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.
- F.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.
- F.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: 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 F.5.2(f)(ii) and not by this clause.

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

F.7 Allocation of Traineeships to Wage Levels

Parties are asked to review the packages listed to ensure the lists are complete and up-to-date.

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

F.7.1 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 (III in Western Australia only)
Electricity Supply Industry—Transmission, Distribution and Rail Sector	II
Electrotechnology	I, II, III (III in Western Australia only)
Financial Services	I, II, III
Floristry	III
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

Training package	AQF certificate level
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
Water Industry (Utilities)	III

F.7.2 Wage Level B

Training package	AQF certificate level
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
Health	II, III

Training package	AQF certificate level
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

F.7.3 Wage Level C

Training package	AQF certificate level
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 G—2015 Part-day public holidays

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

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

- G.1** Where a part-day public holiday is declared or prescribed between 7.00pm and midnight on Christmas Eve (24 December 2015) or New Year's Eve (31 December 2015) the following will apply on Christmas Eve and New Year's Eve and will override any provision in this award relating to public holidays to the extent of the inconsistency:
- (a) All employees will have the right to refuse to work on the part-day public holiday if the request to work is not reasonable or the refusal is reasonable as provided for in the NES.
 - (b) Where a part-time or full-time employee is usually rostered to work ordinary hours between 7.00pm and midnight but as a result of exercising their right under the NES does not work, they will be paid their ordinary rate of pay for such hours not worked.
 - (c) Where a part-time or full-time employee is usually rostered to work ordinary hours between 7.00pm and midnight but as a result of being on annual leave does not work, they will be taken not to be on annual leave between those hours of 7.00pm and midnight that they would have usually been rostered to work and will be paid their ordinary rate of pay for such hours.
 - (d) Where a part-time or full-time employee is usually rostered to work ordinary hours between 7.00pm and midnight, but as a result of having a rostered day off (RDO) provided under this award, does not work, the employee will be taken to be on a public holiday for such hours and paid their ordinary rate of pay for those hours.
 - (e) Excluding annualised salaried employees to whom clause G.1(f) applies, where an employee works any hours between 7.00pm and midnight they will be entitled to the appropriate public holiday penalty rate (if any) in this award for those hours worked.
 - (f) Where an employee is paid an annualised salary under the provisions of this award and is entitled under this award to time off in lieu or additional annual leave for work on a public holiday, they will be entitled to time off in lieu or pro-rata annual leave equivalent to the time worked between 7.00pm and midnight.
 - (g) An employee not rostered to work between 7.00pm and midnight, other than an employee who has exercised their right in accordance with clause G.1(a), will not be entitled to another day off, another day's pay or another day of annual leave as a result of the part-day public holiday.

Schedule H—School-based Apprentices

- H1** 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.
- H2** 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.
- H3** 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.
- H4** For the purposes of clause H.3, where an apprentice is a full-time school student, the time spent in off-the-job training for which the apprentice must be paid is 25% of the actual hours worked each week on-the-job. The wages paid for training time may be averaged over the semester or year.
- H5** 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.
- H6** 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.
- H7** The duration of the apprenticeship must be as specified in the training agreement or contract for each apprentice but must not exceed six years.
- H8** 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.
- H9** 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.
- H10** 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.
- H11** School-based apprentices are entitled pro rata to all of the other conditions in this award.

Schedule I—Definitions

In this award, unless the contrary intention appears:

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

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

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

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

employee means national system employee within the meaning of the Act

employer means national system employer within the meaning of the Act

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

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

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

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

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

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

shiftworker is an employee who is regularly rostered to work their ordinary hours outside the span of ordinary hours of work of a day worker as defined in [clauses 8.2 \(a\) – \(d\)](#)

Definition of 'small business employer' deleted as a result of para [35] [\[2014\] FWCFB 9412](#)

~~**small business employer** is defined in the Act as an employer that employs fewer than 15 employees. The way that the number of employees is calculated is set out in [s.23](#) of the Act~~

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

trainee see [Schedule F—National Training Wage](#)

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