

The Aboriginal Community Controlled Health Services Award—Exposure Draft was first published on 17 May 2016. Subsequent amendments to the draft are as follows:

Publication date	Reason for amendments	Clauses affected
15 March 2019	Incorporates changes resulting from [2017] FWCFB 3176, PR593883	16.5, Schedule E (deleted)
	Incorporates changes resulting from [2017] FWCFB 3433	2
	Incorporates changes resulting from [2018] FWCFB 1548	2, 7.2, 14.1(a), 16.1(a), 16.2, 18.3(a)(i), 20.6(a)(ii), Schedule A, A.1, A.3.8, B.1, C.1, D.4.1
	Incorporates changes resulting from [2018] FWCFB 3500, PR606441, PR606591, PR606630	16.1, 16.5, 18.2(a)(ii), 18.3(c)(i), 18.3(c)(ii), 20.6(a), Schedule B, Schedule D
	Incorporates changes resulting from [2018] FWCFB 3936, PR609449	26A (deleted)
	Incorporates changes resulting from [2018] FWCFB 4175 and [2018] FWCFB 6852	2, 11.2, 16.1, 18.3, 26
	Incorporates changes resulting from [2018] FWCFB 4695, PR700529	11.4
	Incorporates changes resulting from [2018] FWCFB 4704, PR610281	5, 29, 30, 31, 32
	Incorporates changes resulting from [2018] FWCFB 4735, PR610150	17
	Incorporates changes resulting from PR701683	Schedule H
	Incorporates changes resulting from [2018] FWCFB 6863, PR701518	6
	Administrative changes by Modern Awards team	2, 16.5 (deleted), 17, 19.1 (deleted), 19.4(d)
	Exposure Draft	
14 October 2019	Incorporating changes resulting from [2015] FWCFB 4658 at [57]	18
	Incorporating changes resulting from [2019] FWCFB 1333 at [35]	1.3 (deleted)
	Incorporates changes resulting from [2019] FWCFB 2548, PR706885	33
	Incorporating plain language amendments to clause content resulting from [2019] FWCFB 2698	C.1.1
	Incorporating changes resulting from [2019]	16, 18, Schedule B,

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Publication date	Reason for amendments	Clauses affected
	FWCFB 3500 , PR707534 , PR707760 , PR709080	Schedule C, Schedule D
	Incorporating changes resulting from [2019] FWCFB 5144	27
	Incorporating changes resulting from [2019] FWCFB 5145 , PR712265	7.2, 28.3, Schedule H
	Incorporating changes resulting from [2019] FWCFB 5409	4.3, 4.4, 16, 20.3
	Incorporating changes resulting from [2019] FWCFB 6899 and [2019] FWCFB 6935	2, 26, Schedule A
	Administrative changes made by Modern Awards team to the document structure and Part and clause titles in accordance with [2019] FWCFB 5409 at [6] and Attachment A	1.3, 5 (deleted), 9, 10, 11, 16, 25, 26, Schedule E—National Training Wage (deleted), Schedule H
	Administrative changes made by Modern Awards team to incorporate previous A clauses into the numbering of the exposure draft	6, 17
	Administrative change – Superannuation definitions moved from clause 19—Superannuation to clause 2—Definitions	2, 19
	Administrative change by Modern Awards team	11.2

EXPOSURE DRAFT

Aboriginal Community Controlled Health Services Award 20XX

This exposure draft has been prepared by staff of the Fair Work Commission based on the *Aboriginal Community Controlled Health Services Award 2010* (the Aboriginal health services award) as at 17 May 2016 and incorporates award updates up to 20 September 2019. This exposure draft does not seek to amend any entitlements under the Aboriginal health services award. Instead, it has been prepared to address some of the structural issues identified in modern awards and to apply plain language drafting principles and techniques.

The review of this award in accordance with section 156 of the *Fair Work Act 2009* is being dealt with in matter [AM2014/250](#). Additionally a number of common issues are being dealt with by the Commission which may affect this award. Some transitional provisions have been deleted as a result of decisions made during 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 of this Award

1. Title and commencement

A Full Bench has been constituted in [AM2018/12](#) to deal with NATSIHWA's claim to amend the title of the Award (only if the claim related to the coverage clause is successful). See [\[2018\] FWC 6107](#) at Attachment A

Clause 1.3 inserted as a result of re-structure [\[2019\] FWCFB 5409](#) at [6]. Clause 1.4 deleted in accordance with [\[2019\] FWCFB 1333](#) at [35].

- 1.1 This award is the *Aboriginal Community Controlled Health Services Award 20XX*.
- 1.2 This modern award commenced operation on 1 January 2010. The terms of the award have been varied since that date.
- 1.3 A variation to this award does not affect any right, privilege, obligation or liability that a person acquired, accrued or incurred under the award as it existed prior to that variation.
- ~~1.4 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. Definitions

NATSIHWA are pursuing variations and additions to definitions clause in [AM2018/12](#), see [\[2018\] FWCFB 4175](#) at [17].

Administrative change – Superannuation definitions moved from clause 20—Superannuation to clause 2—Definitions

Clause 2 amended in accordance with [\[2019\] FWCFB 6899](#) at [79] and [\[2019\] FWCFB 6935](#)

In this award, unless the contrary intention appears:

Aboriginal community controlled health services has the meaning given in clause 4.2.

~~**Aboriginal and/or Torres Strait Islander Health Worker** is a person who:~~

- ~~(i) identifies as an Aboriginal and/or Torres Strait Islander and is recognised by their community as such;~~
- ~~(ii) is engaged in the delivery of Aboriginal and/or Torres Strait Islander primary health care and employed as either a Health Worker Trainee, Generalist Health Worker, Advanced Health Worker Care, Advanced~~

~~Health Worker—Practice, Health Practitioner, Senior Health Care Worker—Care, Senior Health Worker—Care, Coordinator Care, Senior Health Practitioner or Coordinator Care;~~

~~(iii) has a culturally safe and holistic approach to health care.~~

~~NOTE: Registration as an Aboriginal and/or Torres Strait Islander health worker is required in one or more States or Territories. Where registration is required, an employee employed in the relevant State or Territory will not be employed as an Aboriginal and/or Torres Strait Islander health worker unless they are registered with the relevant State or Territory registration body.~~

Aboriginal and/or Torres Strait Islander knowledge and cultural skills—level 1 has the meaning given in clause A.1.1~~AA.1~~.

Aboriginal and/or Torres Strait Islander knowledge and cultural skills—level 2 has the meaning given in clause A.1.2~~AA.1~~.

Aboriginal and/or Torres Strait Islander knowledge and cultural skills—level 3 has the meaning given in clause A.1.3~~AA.1~~.

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

~~**Advanced Health Worker—Care** means an employee classified at Grade 4 of Schedule B—Classification Definitions—Aboriginal and/or Torres Strait Islander Health Workers.~~

~~**Advanced Health Worker—Practice** means an employee who is employed in the role of Advanced Health Worker—Practice and classified at Grade 5 of Schedule B—Classification Definitions—Aboriginal and/or Torres Strait Islander Health Workers.~~

bilingual has the meaning given in [clause 18.2\(a\)\(i\)](#).

~~**Community Controlled Health Services Employees** means employees employed by an Aboriginal community controlled health services who are not employed as ATSIHWTs, ATSIHWs or ATSIHPs.~~

~~**Coordinator Care** means an employee who is employed in the role of Coordinator Care and classified at Grade 6 of Schedule B—Classification Definitions—Aboriginal and/or Torres Strait Islander Health Workers.~~

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)~~

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

~~**Generalist Health Worker** means an employee classified at Grade 3 of Schedule B—Classification Definitions—Aboriginal and/or Torres Strait Islander Health Workers.~~

~~Health Practitioner means an employee who is employed in the role of Health Practitioner and classified at Grade 5 of Schedule B—Classification Definitions—Aboriginal and/or Torres Strait Islander Health Workers.~~

~~Health Worker Trainee means an employee classified at Grade 1 or Grade 2 of Schedule B—Classification Definitions—Aboriginal and/or Torres Strait Islander Health Workers.~~

~~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

~~Senior Health Care Worker—Care means an employee who is employed in the role of Senior Health Care Worker—Care and classified at Grade 5 of Schedule B—Classification Definitions—Aboriginal and/or Torres Strait Islander Health Workers.~~

~~Senior Health Practitioner means an employee who is employed in the role of Senior Health Practitioner and classified at Grade 6 of Schedule B—Classification Definitions—Aboriginal and/or Torres Strait Islander Health Workers.~~

~~Senior Health Worker—Care means an employee who is employed in the role of Senior Health Worker and classified at Grade 5 of Schedule B—Classification Definitions—Aboriginal and/or Torres Strait Islander Health Workers.~~

standard rate means the minimum weekly wage for an Aboriginal and/or Torres Strait Islander Health Worker Grade 2 Level 1 in clause 16.1(a).

3. The National Employment Standards and this award

- 3.1 The [National Employment Standards](#) (NES) and this award contain the minimum conditions of employment for employees covered by this award.
- 3.2 Where this award refers to a condition of employment provided for in the [NES](#), the [NES](#) definition applies.
- 3.3 The employer must ensure that copies of the 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.

4. Coverage

A Full Bench has been constituted in [AM2018/12](#) to deal with NATSIHWA's claim to vary the coverage clause to include Aboriginal and/or Torres Strait Islander health workers and professionals. See [\[2018\] FWC 4175](#) at [17] and [\[2018\] FWC 6107](#) at Attachment A.

Clauses 4.3 and 4.4 amended in accordance with [\[2019\] FWC 5409](#) at [118].

- 4.1** This industry award covers employers throughout Australia in the Aboriginal community controlled health services industry and their employees in the classifications listed in clause to the exclusion of any other modern award.
- 4.2** **Aboriginal community controlled health services** are incorporated Aboriginal organisations, initiated and based in an Aboriginal community. They are governed by a representative Aboriginal Board of Management which is elected by the local Aboriginal community. They deliver holistic and culturally appropriate health and well-being services to the Aboriginal community which controls them.
- 4.3** This award covers any employer which supplies labour on an on-hire basis in the Aboriginal community controlled health services industry ~~the industry set out in clauses 4.1 and 4.2~~ 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~~ Clause 4.3 operates subject to the exclusions from coverage in this award.
- 4.4** This award covers employers which provide group training services for trainees engaged in the Aboriginal community controlled health services industry and/or parts of that industry ~~set out at clauses 4.1 and 4.2~~ and those 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 subclause~~ Clause 4.4 operates subject to the exclusions from coverage in this award.
- 4.5** The award does not cover:
- (a) an employee excluded from award coverage by 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.
- 4.6** 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.

NOTE: Where there is no classification for a particular employee in this award it is possible that the employer and that employee are covered by an award with occupational coverage.

~~Effect of variations made by the Fair Work Commission~~

Clause 5 deleted as a result of re-structure [\[2019\] FWCFB 5409](#) at [6].

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

5. Individual flexibility arrangements

5.1 Despite anything else in this award, an employer and an individual employee may agree to vary the application of the terms of this award relating to any of the following in order to meet the genuine needs of both the employee and the employer:

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

5.2 An agreement must be one that is genuinely made by the employer and the individual employee without coercion or duress.

5.3 An agreement may only be made after the individual employee has commenced employment with the employer.

5.4 An employer who wishes to initiate the making of an agreement must:

- (a) give the employee a written proposal; and
- (b) if the employer is aware that the employee has, or reasonably should be aware that the employee may have, limited understanding of written English, take reasonable steps (including providing a translation in an appropriate language) to ensure that the employee understands the proposal.

5.5 An agreement must result in the employee being better off overall at the time the agreement is made than if the agreement had not been made.

5.6 An agreement must do all of the following:

- (a) state the names of the employer and the employee; and
- (b) identify the award term, or award terms, the application of which is to be varied; and

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- (c) set out how the application of the award term, or each award term, is varied; and
- (d) set out how the agreement results in the employee being better off overall at the time the agreement is made than if the agreement had not been made; and
- (e) state the date the agreement is to start.

5.7 An agreement must be:

- (a) in writing; and
- (b) signed by the employer and the employee and, if the employee is under 18 years of age, by the employee's parent or guardian.

5.8 Except as provided in clause 5.7(b), an agreement must not require the approval or consent of a person other than the employer and the employee.

5.9 The employer must keep the agreement as a time and wages record and give a copy to the employee.

5.10 The employer and the employee must genuinely agree, without duress or coercion to any variation of an award provided for by an agreement.

5.11 An agreement may be terminated:

- (a) at any time, by written agreement between the employer and the employee; or
- (b) by the employer or employee giving 13 weeks' written notice to the other party (reduced to 4 weeks if the agreement was entered into before the first full pay period starting on or after 4 December 2013).

NOTE: If an employer and employee agree to an arrangement that purports to be an individual flexibility arrangement under this award term and the arrangement does not meet a requirement set out in section 144 then the employee or the employer may terminate the arrangement by giving written notice of not more than 28 days (see section 145 of the [Act](#)).

5.12 An agreement terminated as mentioned in clause 5.11(b) ceases to have effect at the end of the period of notice required under that clause.

5.13 The right to make an agreement under clause 5 is additional to, and does not affect, any other term of this award that provides for an agreement between an employer and an individual employee.

6. Requests for flexible working arrangements

6.1 Employee may request change in working arrangements

Clause 6 applies where an employee has made a request for a change in working arrangements under section 65 of the [Act](#).

NOTE 1: Section 65 of the [Act](#) provides for certain employees to request a change in their working arrangements because of their circumstances, as set out in

section 65(1A). Clause 6 supplements or deals with matters incidental to the [NES](#) provisions.

NOTE 2: An employer may only refuse a section 65 request for a change in working arrangements on ‘reasonable business grounds’ (see section 65(5) and (5A)).

NOTE 3: Clause 6 is an addition to section 65.

6.2 Responding to the request

Before responding to a request made under section 65, the employer must discuss the request with the employee and genuinely try to reach agreement on a change in working arrangements that will reasonably accommodate the employee’s circumstances having regard to:

- (a) the needs of the employee arising from their circumstances;
- (b) the consequences for the employee if changes in working arrangements are not made; and
- (c) any reasonable business grounds for refusing the request.

NOTE 1: The employer must give the employee a written response to an employee’s section 65 request within 21 days, stating whether the employer grants or refuses the request (section 65(4)).

NOTE 2: If the employer refuses the request, then the written response must include details of the reasons for the refusal (section 65(6)).

6.3 What the written response must include if the employer refuses the request

- (a) Clause 6.3 applies if the employer refuses the request and has not reached an agreement with the employee under clause 6.2.
- (b) The written response under section 65(4) must include details of the reasons for the refusal, including the business ground or grounds for the refusal and how the ground or grounds apply.
- (c) If the employer and employee could not agree on a change in working arrangements under clause 6.2, then the written response under section 65(4) must:
 - (i) state whether or not there are any changes in working arrangements that the employer can offer the employee so as to better accommodate the employee’s circumstances; and
 - (ii) if the employer can offer the employee such changes in working arrangements, set out those changes in working arrangements.

6.4 What the written response must include if a different change in working arrangements is agreed

If the employer and the employee reached an agreement under clause 6.2 on a change in working arrangements that differs from that initially requested by the employee,

then the employer must provide the employee with a written response to their request setting out the agreed change(s) in working arrangements.

6.5 Dispute resolution

Disputes about whether the employer has discussed the request with the employee and responded to the request in the way required by clause 6, can be dealt with under clause 31—Dispute resolution.

7. Facilitative provisions

Clause 7.2 amended in accordance with [\[2019\] FWCFB 5145](#) at [50]. Consequential amendment as a result of [PR712265](#).

7.1 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.

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

Clause	Provision	Agreement between an employer and:
20.5	Time off instead of payment for overtime	An individual
22.5	Annual leave in advance	An individual
22.6	Cashing out of annual leave	An individual
28.3	Public holidays—substitution	An individual or the majority of employees

Part 2—Types of Employment and Classifications

8. Types of employment

8.1 Employment categories

Employees under this award will be employed in one of the following categories:

- (a) full-time employment;
- (b) part-time employment; or
- (c) casual employment.

8.2 At the time of engagement an employer will inform each employee in writing whether they are employed on a full-time, part-time or casual basis.

8.3 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 of that employee.

9. Full-time employees

A full-time employee is engaged to work 38 hours per week or an average of 38 ordinary hours per week in accordance with clauses 13—Ordinary hours of work and 14—Rostering arrangements.

10. Part-time employees

10.1 A part-time employee is an employee who:

- (a) is engaged to work less than an average of 38 ordinary hours per week;
- (b) has reasonably predictable hours of work; and
- (c) receives, on a pro rata basis, equivalent pay and conditions to those of full-time employees who do the same kind of work.

10.2 Before commencing employment, the employer and employee will agree in writing on a regular pattern of work including:

- (a) the number of hours to be worked each week;
- (b) the days of the week the employee will work;
- (c) and the starting and finishing times each day.

10.3 The terms of the agreement may be varied by agreement and recorded in writing.

10.4 A part-time employee will be rostered for a minimum of ~~four~~4 consecutive hours on any shift.

10.5 All time worked in excess of the hours as mutually arranged or varied will be overtime and paid for at the rates prescribed in clause 20—Overtime.

11. Casual employees

A Full Bench has been constituted in [AM2017/51](#) to deal with the issue of overtime for casuals.

Administrative change to clause 11.2 by modern awards team.

11.1 A casual employee is engaged as such on an hourly basis.

11.2 Unless otherwise stated, for each ~~ordinary~~ hour worked a casual employee will be paid:

- (a) the minimum hourly rate for the employee's classification; and
- (b) a casual loading of **25%** instead of the paid leave entitlements of full-time and part-time employees.

11.3 The minimum period of engagement of a casual employee is ~~three~~3 hours.

11.4 Right to request casual conversion

- (a) A person engaged by a particular employer as a regular casual employee may request that their employment be converted to full-time or part-time employment.
- (b) A **regular casual employee** is a casual employee who has in the preceding period of 12 months worked a pattern of hours on an ongoing basis which, without significant adjustment, the employee could continue to perform as a full-time employee or part-time employee under the provisions of this award.
- (c) A regular casual employee who has worked equivalent full-time hours over the preceding period of 12 months' casual employment may request to have their employment converted to full-time employment.
- (d) A regular casual employee who has worked less than equivalent full-time hours over the preceding period of 12 months' casual employment may request to have their employment converted to part-time employment consistent with the pattern of hours previously worked.
- (e) Any request under ~~this subclause~~ clause 11.4 must be in writing and provided to the employer.
- (f) Where a regular casual employee seeks to convert to full-time or part-time employment, the employer may agree to or refuse the request, but the request may only be refused on reasonable grounds and after there has been consultation with the employee.
- (g) Reasonable grounds for refusal include that:
 - (i) it would require a significant adjustment to the casual employee's hours of work in order for the employee to be engaged as a full-time or part-time employee in accordance with the provisions of this award—that is, the casual employee is not truly a regular casual employee as defined in ~~paragraph (b)~~ clause 11.4(b);
 - (ii) it is known or reasonably foreseeable that the regular casual employee's position will cease to exist within the next 12 months;
 - (iii) it is known or reasonably foreseeable that the hours of work which the regular casual employee is required to perform will be significantly reduced in the next 12 months; or
 - (iv) it is known or reasonably foreseeable that there will be a significant change in the days and/or times at which the employee's hours of work are required to be performed in the next 12 months which cannot be accommodated within the days and/or hours during which the employee is available to work.
- (h) For any ground of refusal to be reasonable, it must be based on facts which are known or reasonably foreseeable.

- (i) Where the employer refuses a regular casual employee's request to convert, the employer must provide the casual employee with the employer's reasons for refusal in writing within 21 days of the request being made.
- (j) If the employee does not accept the employer's refusal, this will constitute a dispute that will be dealt with under the dispute resolution procedure in clause 31—Dispute resolution. Under that procedure, the employee or the employer may refer the matter to the Fair Work Commission if the dispute cannot be resolved at the workplace level.
- (k) Where it is agreed that a casual employee will have their employment converted to full-time or part-time employment as provided for in clause 11.4, the employer and employee must discuss and record in writing:
 - (i) the form of employment to which the employee will convert—that is, full-time or part-time employment; and
 - (ii) if it is agreed that the employee will become a part-time employee, the matters referred to in clause 10.2.
- (l) The conversion will take effect from the start of the next pay cycle following such agreement being reached unless otherwise agreed.
- (m) Once a casual employee has converted to full-time or part-time employment, the employee may only revert to casual employment with the written agreement of the employer.
- (n) A casual employee must not be engaged and re-engaged (which includes a refusal to re-engage), or have their hours reduced or varied, in order to avoid any right or obligation under clause 11.4.
- (o) Nothing in clause 11.4 obliges a regular casual employee to convert to full-time or part-time employment, nor permits an employer to require a regular casual employee to so convert.
- (p) Nothing in clause 11.4 requires an employer to increase the hours of a regular casual employee seeking conversion to full-time or part-time employment.
- (q) An employer must provide a casual employee, whether a regular casual employee or not, with a copy of the provisions of ~~this subclause~~ clause 11.4 within the first 12 months of the employee's first engagement to perform work. In respect of casual employees already employed as at 1 October 2018, an employer must provide such employees with a copy of the provisions of ~~this subclause~~ clause 11.4 by 1 January 2019.
- (r) A casual employee's right to request to convert is not affected if the employer fails to comply with the notice requirements in clause 11.4(q).

12. Classifications

12.1 Classification definitions are set out in Schedule A—Classification Definitions.

- 12.2 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

13. Ordinary hours of work

- 13.1 The ordinary hours of work for a full-time employee are an average of 38 hours per week over a fortnight.
- 13.2 No more than 10 ordinary hours of work (exclusive of meal breaks) can be worked in any one day.
- 13.3 **Span of hours**
- (a) Unless otherwise stated, ordinary hours are worked between 7.00 am and 7.00 pm, Monday to Friday.
 - (b) Ordinary hours of work for shiftworkers will be worked from Monday to Sunday inclusive.

14. Rostering arrangements

A Full Bench has been constituted in [AM2018/12](#) to deal with HSU's claim to increase the permissible period within which a roster change request may be made from 7 to 14 days in accordance with [\[2018\] FWC 6107](#) at Attachment A.

- 14.1 The starting and finishing time for each day will not be changed without at least ~~seven~~7 working days' notice unless:
- (a) necessary because of
 - (i) the absence of other employees; or
 - (ii) a shortage of staff; or
 - (b) with the consent of the employee.
- 14.2 The period of notice for casual employees of a change in starting and finishing time for each day will be at least 24 hours.

15. Unpaid meal breaks

A Full Bench has been constituted in [AM2018/12](#) to deal with the HSU's claim to introduce tea breaks in accordance with [\[2018\] FWC 6107](#) at Attachment A

- 15.1 An employee who works more than ~~five~~5 hours will be entitled to an unpaid meal break of between 30 and 60 minutes.

- 15.2 The time of taking the meal break may be varied by agreement between the employer and employee.

Part 4—Wages and Allowances

16. Minimum rates

Monetary amounts adjusted as a result of AWR 2019 – changes not tracked.

Minimum rates table amended in accordance with [\[2019\] FWCFB 5409](#) at [114].

16.1 Classifications

A Full Bench has been constituted in [AM2018/12](#) to deal with the issue of progression, recognition of previous service and evidence of qualifications in accordance with [\[2018\] FWCFB 4175](#) at [13]-[16] and [\[2018\] FWC 6107](#) at Attachment A

(a) **Aboriginal and/or Torres Strait Islander Health Worker/Aboriginal and/or Torres Strait Islander Community Health Worker employees**

An employer must pay adult employees the following minimum wages for ordinary hours worked by the employee:

Employee classification	Minimum weekly rate <u>(full-time employee)</u>	Minimum hourly rate
	\$	\$
Grade 1		
Level 1	822.70	21.65
Level 2	881.60	23.20
Level 3	911.70	23.99
Grade 2		
Level 1	959.30	25.24
Level 2	1009.50	26.57
Level 3	1058.60	27.86
	\$	\$
Grade 3		
Level 1	1088.10	28.63
Level 2	1117.40	29.41

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Employee classification	Minimum weekly rate <u>(full-time employee)</u>	Minimum hourly rate
Level 3	1143.10	30.08
Grade 4		
Level 1	1170.40	30.80
Level 2	1197.90	31.52
Level 3	1226.90	32.29

(b) **Administrative employees**

An employer must pay adult employees the following minimum wages for ordinary hours worked by the employee:

Employee classification	Minimum weekly rate <u>(full-time employee)</u>	Minimum hourly rate
	\$	\$
Grade 1		
Level 1	816.60	21.49
Level 2	819.60	21.57
Level 3	836.90	22.02
Level 4	848.70	22.33
Level 5	873.30	22.98
Grade 2		
Level 1	886.80	23.34
Level 2	902.40	23.75
Level 3	918.00	24.16
Level 4	931.40	24.51
Level 5	947.30	24.93
Grade 3		
Level 1	964.30	25.38
Level 2	981.50	25.83
Level 3	992.20	26.11
Level 4	1009.90	26.58

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Employee classification	Minimum weekly rate <u>(full-time employee)</u>	Minimum hourly rate
	\$	\$
Grade 4		
Level 1	1025.70	26.99
Level 2	1050.40	27.64
Level 3	1069.20	28.14
Level 4	1089.00	28.66
Grade 5		
Level 1	1110.60	29.23
Level 2	1133.70	29.83
Level 3	1157.40	30.46
Grade 6		
Level 1	1170.80	30.81
Level 2	1192.80	31.39
Level 3	1217.60	32.04
Level 4	1264.30	33.27
Level 5	1302.00	34.26
Grade 7		
Level 1	1333.00	35.08
Level 2	1369.00	36.03
Grade 8		
Level 1	1383.00	36.39
Level 2	1418.50	37.33
Level 3	1466.10	38.58
Level 4	1500.80	39.49

(c) Dental employees

An employer must pay adult employees the following minimum wages for ordinary hours worked by the employee:

Employee classification	Minimum weekly rate (full-time employee)	Minimum hourly rate
	\$	\$
Dental Assistant		
Grade 1	778.60	20.49
Grade 2	794.60	20.91
Grade 3	811.00	21.34
Grade 4	862.50	22.70
Grade 5	891.70	23.47
Dental Therapist Grade 1		
Level 1	933.00	24.55
Level 2	957.40	25.19
Level 3	988.20	26.01
Level 4	1026.30	27.01
Level 5	1076.90	28.34
Level 6	1126.60	29.65
Level 7	1164.80	30.65
Dental Therapist Grade 2		
Level 1	1181.30	31.09
Level 2	1208.00	31.79
Level 3	1233.70	32.47
Level 4	1255.80	33.05
Level 5	1284.10	33.79

(d) Ancillary employees

An employer must pay adult employees the following minimum wages for ordinary hours worked by the employee:

Employee classification	Minimum weekly rate (full-time employee)	Minimum hourly rate
	\$	\$

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Employee classification	Minimum weekly rate <u>(full-time employee)</u>	Minimum hourly rate
	\$	\$
Cleaner	810.40	21.33
Driver—Grade 1	844.10	22.21
Driver—Grade 2	866.20	22.79
Caretaker	866.20	22.79

See Schedule B—Summary of Hourly Rates of Pay for a summary of hourly rates of pay, including overtime and penalties.

16.2 Junior employees

A junior employee will be paid the following percentage of the ordinary rate prescribed by this award for the appropriate adult classification:

Age	% of the appropriate adult rate
At 16 years and under	50%
At 17 years	60%
At 18 years	70%
At 19 years	80%
At 20 years	90%

16.3 Higher duties

An employee engaged for one day or more during any pay period on duties carrying a higher rate than their ordinary classification will be paid an allowance equal to the difference between their own ordinary rate of pay and the minimum rate of pay for the higher classification.

16.4 Supported wage system

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

16.5 National training wage

- (a) Schedule E to the *Miscellaneous Award 20XX10* sets out minimum wage rates and conditions for employees undertaking traineeships.
- (b) This award incorporates the terms of Schedule E to the *Miscellaneous Award 20XX10* as at 1 July ~~2018~~ 2019. Provided that any reference to “this award” in Schedule E to the *Miscellaneous Award 20XX10* is to be read as referring to the

Aboriginal Community Controlled Health Services Award 20XX~~10~~ and not the *Miscellaneous Award 20XX~~10~~*.

17. Payment of wages

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.

17.1 Wages will be paid weekly or fortnightly.

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

17.3 Payment on termination of employment

- (a) The employer must pay an employee no later than 7 days after the day on which the employee's employment terminates:
 - (i) the employee's wages under this award for any complete or incomplete pay period up to the end of the day of termination; and
 - (ii) all other amounts that are due to the employee under this award and the [NES](#).
- (b) The requirement to pay wages and other amounts under ~~paragraph (a)~~ clause 17.3(a) is subject to further order of the Commission and the employer making deductions authorised by this award or the [Act](#).

NOTE 1: Section 117(2) of the [Act](#) provides that an employer must not terminate an employee's employment unless the employer has given the employee the required minimum period of notice or "has paid" to the employee payment instead of giving notice.

NOTE 2: ~~Paragraph (b)~~ Clause 17.3(b) allows the Commission to make an order delaying the requirement to make a payment under ~~this~~ clause 17.3. For example, the Commission could make an order delaying the requirement to pay redundancy pay if an employer makes an application under section 120 of the [Act](#) for the Commission to reduce the amount of redundancy pay an employee is entitled to under the [NES](#).

NOTE 3: State and Territory long service leave laws or long service leave entitlements under section 113 of the [Act](#), may require an employer to pay an employee for accrued long service leave on the day on which the employee's employment terminates or shortly after.

18. Allowances

Monetary amounts in this clause adjusted as a result of AWR 2019 – changes not tracked.

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

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.

18.1 Employers must pay to an employee the allowances the employee is entitled to under ~~this~~ clause 18. See Schedule C—Summary of Monetary Allowances for a summary of monetary allowances and method of adjustment.

18.2 Wage-related allowance

(a) Bilingual qualification allowance

- (i) **Bilingual** means a recognised proficiency in English as well as any one of the languages normally used by the employer’s customers/clients.
- (ii) In recognition of the increased effectiveness and productivity of bilingual employees, an employee who is competently bilingual and who is regularly required in the course of their duties to use one or more of these languages in addition to English will be paid an annual allowance of:

Level	\$ per annum
Level 1	1985.08
Level 2	3973.23

(iii) For the purposes of ~~this~~ clause 18.2(a):

- **Level 1** is an elementary level. This level of accreditation is appropriate for employees who are capable of using a minimal knowledge of language for the purpose of simple communication.
- **Level 2** represents a level of ability for the ordinary purposes of general business, conversation, reading and writing.

18.3 Expense-related allowances

A Full Bench has been constituted in [AM2018/12](#) to deal with the issue of NATSIHWA’s application to vary clause 18.3 by inserting damaged clothing, blood check, telephone and nauseous work allowance clauses, and also HSU’s application to insert a sole practitioner allowance, climatic and isolation allowance and a removal expense allowance in accordance with [\[2018\] FWCFB 4175](#) at [11]-[12] and [\[2018\] FWC 6107](#) at Attachment A.

(a) Clothing and laundry allowances

(i) Clothing allowance

Where the employer requires an employee to wear any special clothing such as a uniform, overalls or suitable industrial clothing, safety boots or shoes, the employer must:

- reimburse the employee the cost of purchasing a reasonable number of such special items of clothing; or
- provide the employee with the items of special clothing; or
- by agreement with the employee, pay the employee the lesser of **\$1.20** per day or part thereof on duty or **\$5.92** per week.

(ii) Laundry allowance

Where an employer requires an employee to wear any special clothing in accordance with clause 18.3(a)(i), the employer will also:

- provide reasonable laundering and maintenance of such clothing free of cost; or
 - reimburse the employee for reasonable laundering and maintenance of such clothing; or
 - pay the employee the lesser of **\$0.26** per day or part thereof on duty and **\$1.29** per week.
- (iii)** All special clothing provided by the employer will remain the property of the employer.
- (iv)** The clothing allowance but not the laundry allowance will be paid during all absences on leave, except absences on long service leave and absences on personal/carer's leave beyond 21 days.
- (v)** Where, prior to the taking of leave, an employee was paid a clothing allowance other than at the weekly rate, the rate to be paid during absence on leave will be an average of the allowance paid during the ~~four~~ 4 weeks immediately preceding the taking of leave.

(b) 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, all reasonably incurred expenses with respect to fares, meals and accommodation will be met by the employer on production of receipts or other evidence acceptable to the employer.
- (iii)** The employee and employer must agree prior to travel commencing as to the standard of travel, accommodation and meals to be paid before any allowance is paid.
- (iv)** The employee will not be entitled to reimbursement for expenses referred to in clause 18.3(b)(ii) which exceed the mode of transport, meals or the standard of accommodation agreed with the employer, for these purposes.

- (v) Where an employee is required to work at a place away from their normal place of work, all time reasonably spent travelling to and from the place of work will be paid for at the minimum hourly rate for the employee's classification and level.
- (c) **Meal allowance**
- (i) An employee required to work more than one hour after the usual finishing time or, in the case of a shiftworker, when the overtime work on any shift exceeds one hour, the employer must:
- supply an adequate meal, where the employer has adequate cooking and dining facilities; or
 - pay a meal allowance of **\$13.29** in addition to any overtime payments.
- (ii) Where overtime work referred to in clause 18.3(c)(i) exceeds ~~four~~ 4 hours, an additional meal allowance of **\$11.98** must be paid.
- (iii) Clauses 18.3(c)(i) and 18.3(c)(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 the overtime is worked.

See Schedule C—Summary of Monetary Allowances for a summary of monetary allowances.

19. Superannuation

Administrative change – Superannuation definitions moved from clause 19—Superannuation to clause 2—Definitions

~~19.1~~ **Definitions**

~~In clause 20:~~

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

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

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

~~19.2~~19.1 **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.

19.319.2 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.

19.419.3 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 19.2.
- (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 19.3(a) or 19.3(b) no later than 28 days after the end of the month in which the deduction authorised under clauses 19.3(a) or 19.3(b) was made.

19.519.4 Superannuation fund

Unless, to comply with superannuation legislation, the employer is required to make the superannuation contributions provided for in clause 19.2 to another superannuation fund that is chosen by the employee, the employer must make the superannuation contributions provided for in clause 19.2 and pay the amount authorised under clauses 19.3(a) or 19.3(b) to one of the following superannuation funds or its successor:

- (a) AustralianSuper; or
- (b) HESTA Super; or
- (c) 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
- (d) a superannuation fund or scheme which the employee is a defined benefit member of.

Part 5—Overtime and Penalty Rates

20. Overtime

A Full Bench has been constituted in [AM2017/51](#) to deal with the issue of overtime for casuals.

Clause 20.3 amended in accordance with [\[2019\] FWCFB 5409](#) at [141] to [145].

20.1 Overtime rates

- (a) The employee will be paid at **150%** of the minimum hourly rate for the first ~~two~~2 hours and **200%** of the minimum hourly rate thereafter for all work performed:
- (i) in excess of the number of hours fixed as a day's, a week's or a fortnight's work (as the case may be); or
 - (ii) outside the span of hours in clause 13.3(a).
- (b) **Broken shifts**

For all work performed by an employee rostered to work a broken shift, the employee will be paid:

- (i) for work outside a spread of ~~nine~~9 hours from the time of commencing work—**150%** of the minimum hourly rate; and
- (ii) for work outside a spread of 12 hours from the time of commencing work—**200%** of the minimum hourly rate.

20.2 Minimum engagement for weekend and public holiday work

An employee required to work overtime on a Saturday, Sunday or public holiday, will be engaged for at least ~~four~~4 hours' or paid for ~~four~~4 hours' work at the appropriate rate, except where such overtime is continuous with overtime commenced on the previous day.

20.3 These extra rates will be in substitution for and not cumulative upon the shift ~~loading penalties~~ prescribed in clause 21—Shiftwork.

20.4 Rest period after overtime

- (a) If an employee works so much overtime between the end of their ordinary hours on one day and the start of ordinary hours on the next day that they do not at least 10 consecutive hours off duty, the employer must:
- (i) release the employee after the end of the overtime until the employee has had at least 10 consecutive hours off duty; and
 - (ii) pay the employee for any ordinary working time that falls within the period of absence.

- (b) If the employer requires the employee to resume or continue work, and the employee has not had 10 consecutive hours off duty, the employer must:
 - (i) pay the employee at **200%** of the minimum hourly rate until the employee is released for 10 consecutive hours; and
 - (ii) once the employee is released from duty, pay the employee for any ordinary working time that falls within the period of absence.

20.5 Time off instead of payment for overtime

- (a) An employee and employer may agree in writing to the employee taking time off instead of being paid for a particular amount of overtime that has been worked by the employee.
- (b) Any amount of overtime that has been worked by an employee in a particular pay period and that is to be taken as time off instead of the employee being paid for it must be the subject of a separate agreement under clause 20.5.
- (c) An agreement must state each of the following:
 - (i) the number of overtime hours to which it applies and when those hours were worked;
 - (ii) that the employer and employee agree that the employee may take time off instead of being paid for the overtime;
 - (iii) that, if the employee requests at any time, the employer must pay the employee, for overtime covered by the agreement but not taken as time off, at the overtime rate applicable to the overtime when worked;
 - (iv) that any payment mentioned in ~~subparagraph (iii)~~ clause 20.5(c)(iii) must be made in the next pay period following the request.

NOTE: An example of the type of agreement required by ~~this~~ clause 20.5 is set out at Schedule E—Agreement for Time Off Instead of Payment for Overtime. There is no requirement to use the form of agreement set out at Schedule E—Agreement for Time Off Instead of Payment for Overtime. An agreement under clause 20.5 can also be made by an exchange of emails between the employee and employer, or by other electronic means.

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

EXAMPLE: By making an agreement under clause 20.5 an employee who worked 2 overtime hours is entitled to 2 hours' time off.

- (e) Time off must be taken:
 - (i) within the period of 6 months after the overtime is worked; and
 - (ii) at a time or times within that period of 6 months agreed by the employee and employer.

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- (f) If the employee requests at any time, to be paid for overtime covered by an agreement under clause 20.5 but not taken as time off, the employer must pay the employee for the overtime, in the next pay period following the request, at the overtime rate applicable to the overtime when worked.
- (g) If time off for overtime that has been worked is not taken within the period of 6 months mentioned in ~~paragraph (e)~~ clause 20.5(e), the employer must pay the employee for the overtime, in the next pay period following those 6 months, at the overtime rate applicable to the overtime when worked.
- (h) The employer must keep a copy of any agreement under clause 20.5 as an employee record.
- (i) An employer must not exert undue influence or undue pressure on an employee in relation to a decision by the employee to make, or not make, an agreement to take time off instead of payment for overtime.
- (j) An employee may, under section 65 of the [Act](#), request to take time off, at a time or times specified in the request or to be subsequently agreed by the employer and the employee, instead of being paid for overtime worked by the employee. If the employer agrees to the request then clause 20.5 will apply, including the requirement for separate written agreements under ~~paragraph (b)~~ clause 20.5(b) for overtime that has been worked.

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

- (k) If, on the termination of the employee's employment, time off for overtime worked by the employee to which clause 20.5 applies has not been taken, the employer must pay the employee for the overtime at the overtime rate applicable to the overtime when worked.

NOTE: Under section 345(1) of the [Act](#), a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 20.5.

20.6 On-call and recall

A Full Bench has been constituted in [AM2018/12](#) to deal with the HSU's claim to amend the on-call and recall allowance clause by providing a 10 hour uninterrupted break after being recalled to work, and by providing an allowance for telephone or remote attendance where an employee is on call but not required to physically attend the work premises. See [\[2018\] FWC 6107](#) at Attachment A.

Monetary amounts in this clause adjusted as a result of AWR 2019.

- (a) If an employee is rostered by the employer to remain on-call and in readiness to be recalled to work after ordinary working hours, the employee will be paid an on-call allowance of:
 - (i) **\$18.90** for any 24 hour period or part thereof during which the employee is on-call during an off duty period; or

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- (ii) **\$37.80** for any 24 hour period or part thereof on any public holiday during which the employee is on-call.
- (b) An employee who is on-call and is recalled for duty for any period during an off duty period, will be paid from the time of receiving recall until the time of finishing recall duty, with a minimum of one hour's payment for such recall at the following rates:
 - (i) within a spread of 12 hours from the commencement of the last period of ordinary duty—**150%** of the minimum hourly rate;
 - (ii) outside a spread of 12 hours from the commencement of the last period of ordinary duty—**200%** of the minimum hourly rate; or
 - (iii) on days observed as public holidays—**200%** of the minimum hourly rate.
- (c) If the employee is recalled and does not have an uninterrupted break of ~~six-6~~ hours between midnight and the time of commencement of the next period of ordinary duty, the employee will be entitled to ~~six-6~~ hours off duty from the time of finishing the last recall to the time of commencing the next period of duty without loss of pay.
- (d) An employee who is recalled to work overtime during an off duty period and which is not continuous with the next succeeding rostered period of duty will be paid for a minimum of ~~three-3~~ hours' work at the appropriate overtime rate.
- (e) Clause 20.6(d) will not apply:
 - (i) in cases where it is customary for an employee to return to the employer's premises for periods not exceeding 30 minutes each to perform a specific job outside their ordinary working hours in which case the employee will be paid for a minimum of one hour's work at the appropriate rate for each time the employee is so recalled; or
 - (ii) where the overtime is continuous (subject to a reasonable meal break) with the commencement of ordinary working time.

20.7 In the event of an employee finishing any period of overtime at a time when reasonable means of transport are not available for the employee to return to their place of residence, the employer will provide adequate transport free of cost to the employee.

21. Shiftwork

21.1 If the ordinary rostered hours of work of an employee start or finish between 7.00 pm and 7.00 am, the employee will be paid at **115%** of the minimum hourly rate for their classification.

21.2 If a shiftworker is required to work ordinary hours continuously for a period exceeding ~~four-4~~ weeks on a shift wholly within the hours of 7.00 pm and 7.00 am the employee will be paid at **130%** of the minimum hourly rate for their classification for that shift.

- 21.3** A shiftworker will be paid at **150%** of the minimum hourly rate for their classification for ordinary hours worked on a Saturday.
- 21.4** A shiftworker will be paid at **200%** of the minimum hourly rate for their classification for ordinary hours worked on a Sunday.
- 21.5** Shift penalties for casual employees are calculated upon the employee’s minimum hourly rate, prior to the addition of the **25%** casual loading.
- 21.6** The whole of a shift will be deemed to be worked on the day on which the shift commenced.

Part 6—Leave and Public Holidays

22. Annual leave

22.1 Leave entitlement

- (a) Annual leave is provided for in the [NES](#). ~~This eClause_22~~ contains additional provisions. It does not apply to casual employees.
- (b) For the purpose of the [NES](#) a shiftworker is defined as an employee who is regularly rostered to work ordinary shifts on Sundays and public holidays (that is, not less than 10 in any 12 month period).

NOTE: Where an employee is receiving over-award 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 sections 16 and 90 of the [Act](#)).

22.2 Annual leave loading

Annual leave loading remains outstanding with further decision to be issued – see [\[2019\] FWCFB 5409](#) at [153].

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

22.3 Close-down

Issue remains outstanding with further decision to be issued – see [\[2019\] FWCFB 5409](#) at [247].

An employer may require an employee to take annual leave as part of a close-down of its operations by giving at least ~~four~~4 weeks’ notice.

22.4 Public holidays falling during annual leave

Annual leave will be exclusive of any public holidays prescribed in the [NES](#) or clause 28—Public holidays of this award.

22.5 Annual leave in advance

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

NOTE: An example of the type of agreement required by clause 22.5 is set out at Schedule F—Agreement to Take Annual Leave in Advance. There is no requirement to use the form of agreement set out at Schedule F—Agreement to Take Annual Leave in Advance.

- (c) The employer must keep a copy of any agreement under clause 22.5 as an employee record.
- (d) If, on the termination of the employee's employment, the employee has not accrued an entitlement to all of a period of paid annual leave already taken in accordance with an agreement under clause 22.5, the employer may deduct from any money due to the employee on termination an amount equal to the amount that was paid to the employee in respect of any part of the period of annual leave taken in advance to which an entitlement has not been accrued.

22.6 Cashing out of annual leave

- (a) Paid annual leave must not be cashed out except in accordance with an agreement under clause 22.6.
- (b) Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement under clause 22.6.
- (c) An employer and an employee may agree in writing to the cashing out of a particular amount of accrued paid annual leave by the employee.
- (d) An agreement under clause 22.6 must state:
 - (i) the amount of leave to be cashed out and the payment to be made to the employee for it; and
 - (ii) the date on which the payment is to be made.
- (e) An agreement under clause 22.6 must be signed by the employer and employee and, if the employee is under 18 years of age, by the employee's parent or guardian.

- (f) The payment must not be less than the amount that would have been payable had the employee taken the leave at the time the payment is made.
- (g) An agreement must not result in the employee's remaining accrued entitlement to paid annual leave being less than 4 weeks.
- (h) The maximum amount of accrued paid annual leave that may be cashed out in any period of 12 months is 2 weeks.
- (i) The employer must keep a copy of any agreement under clause 22.6 as an employee record.

NOTE 1: Under section 344 of the [Act](#), an employer must not exert undue influence or undue pressure on an employee to make, or not make, an agreement under clause 22.6.

NOTE 2: Under section 345(1) of the [Act](#), a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 22.6.

NOTE 3: An example of the type of agreement required by clause 22.6 is set out at Schedule G—Agreement to Cash Out Annual Leave. There is no requirement to use the form of agreement set out at Schedule G—Agreement to Cash Out Annual Leave.

22.7 Excessive leave accruals: general provision

NOTE: Clauses 22.7 to 22.9 contain provisions, additional to the [NES](#), about the taking of paid annual leave as a way of dealing with the accrual of excessive paid annual leave. See Part 2.2, Division 6 of the [Act](#).

- (a) An employee has an **excessive leave accrual** if the employee has accrued more than 8 weeks' paid annual leave (or 10 weeks' paid annual leave for a shiftworker, as defined by clause 22.1(b)).
- (b) If an employee has an excessive leave accrual, the employer or the employee may seek to confer with the other and genuinely try to reach agreement on how to reduce or eliminate the excessive leave accrual.
- (c) Clause 22.8 sets out how an employer may direct an employee who has an excessive leave accrual to take paid annual leave.
- (d) Clause 22.9 sets out how an employee who has an excessive leave accrual may require an employer to grant paid annual leave requested by the employee.

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

- (a) If an employer has genuinely tried to reach agreement with an employee under clause 22.7(b) but agreement is not reached (including because the employee refuses to confer), the employer may direct the employee in writing to take one or more periods of paid annual leave.
- (b) However, a direction by the employer under ~~paragraph (a)~~[clause](#) 22.8(a):

- (i) is of no effect if it would result at any time in the employee's remaining accrued entitlement to paid annual leave being less than 6 weeks when any other paid annual leave arrangements (whether made under clause 22.7, 22.8 or 22.9 or otherwise agreed by the employer and employee) are taken into account; and
 - (ii) must not require the employee to take any period of paid annual leave of less than one week; and
 - (iii) must not require the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the direction is given; and
 - (iv) must not be inconsistent with any leave arrangement agreed by the employer and employee.
- (c) The employee must take paid annual leave in accordance with a direction under ~~paragraph (a) clause~~ 22.8(a) that is in effect.
- (d) An employee to whom a direction has been given under ~~paragraph (a) clause~~ 22.8(a) may request to take a period of paid annual leave as if the direction had not been given.

NOTE 1: Paid annual leave arising from a request mentioned in ~~paragraph (d) clause~~ 22.8(d) may result in the direction ceasing to have effect. See clause 22.8(b)(i).

NOTE 2: Under section 88(2) of the [Act](#), the employer must not unreasonably refuse to agree to a request by the employee to take paid annual leave.

22.9 Excessive leave accruals: request by employee for leave

- (a) If an employee has genuinely tried to reach agreement with an employer under clause 22.7(b) but agreement is not reached (including because the employer refuses to confer), the employee may give a written notice to the employer requesting to take one or more periods of paid annual leave.
- (b) However, an employee may only give a notice to the employer under ~~paragraph (a) clause~~ 22.9(a) if:
 - (i) the employee has had an excessive leave accrual for more than 6 months at the time of giving the notice; and
 - (ii) the employee has not been given a direction under clause 22.8(a) that, when any other paid annual leave arrangements (whether made under clause 22.7, 22.8 or 22.9 or otherwise agreed by the employer and employee) are taken into account, would eliminate the employee's excessive leave accrual.
- (c) A notice given by an employee under ~~paragraph (a) clause~~ 22.9(a) must not:
 - (i) if granted, result in the employee's remaining accrued entitlement to paid annual leave being at any time less than 6 weeks when any other paid annual leave arrangements (whether made under clause 22.7, 22.8 or 22.9

- or otherwise agreed by the employer and employee) are taken into account; or
- (ii) provide for the employee to take any period of paid annual leave of less than one week; or
 - (iii) provide for the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the notice is given; or
 - (iv) be inconsistent with any leave arrangement agreed by the employer and employee.
- (d) An employee is not entitled to request by a notice under ~~paragraph (a) clause 22.9(a)~~ more than 4 weeks' paid annual leave (or 5 weeks' paid annual leave for a shiftworker, as defined by clause 22.1(b)) in any period of 12 months.
- (e) The employer must grant paid annual leave requested by a notice under ~~paragraph (a) clause 22.9(a)~~ 22.9(a).

23. Personal/carer's leave and compassionate leave

Personal/carer's leave and compassionate leave are provided for in the [NES](#).

24. Parental leave and related entitlements

Parental leave and related entitlements are provided for in the [NES](#).

25. Community service leave

Community service leave is provided for in the [NES](#)

26. Ceremonial leave

A Full Bench has been constituted in [AM2018/12](#) to deal with the issue of ceremonial leave, see [\[2018\] FWCFB 4175](#) at [18], and [\[2018\] FWC 6107](#) at Attachment A.

Clause 26 amended in accordance with [\[2019\] FWCFB 6899](#) at [80] and [\[2019\] FWCFB 6935](#).

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

27. ~~Unpaid family and domestic violence leave~~

Clause 27 inserted in accordance with [\[2019\] FWCFB 5144](#) at [13].

~~Unpaid family and domestic violence leave is provided for in the NES.~~

NOTE 1: Information concerning an employee's experience of family and domestic violence is sensitive and if mishandled can have adverse consequences for the employee. Employers should consult with such employees regarding the handling of this information.

NOTE 2: Depending upon the circumstances, evidence that would satisfy a reasonable person of the employee's need to take family and domestic violence leave may include a document issued by the police service, a court or family violence support service, or a statutory declaration.

28. Public holidays

Clause 28.3 amended in accordance with [\[2019\] FWCFB 5145](#) at [50] and [PR712265](#).

28.1 Public holiday entitlements are provided for in the [NES](#).

28.2 Payment for working on a public holiday

- (a) Any employee required to work on a public holiday will be paid as follows:
 - (i) at the rate of **250%** of the minimum hourly rate for all time worked; or
 - (ii) at the rate of **150%** of the minimum hourly rate, plus one day off at the ordinary time rate, that is, an hour for each hour worked.
- (b) Casual employees who are required to work on public holidays will, instead of the casual loading in clause 11.2(b), be paid an additional **50%** of the minimum hourly rate for such work.

28.3 Substitution

- ~~(a) By agreement between the employer and the majority of employees in the enterprise or part of the enterprise concerned, an alternative day may be taken as the public holiday instead of any of the prescribed days.~~
- ~~(b) An employer and an individual employee may agree to the employee taking another day as the public holiday instead of the day which is being observed as the public holiday in the enterprise or part of the enterprise concerned.~~
- (a) An employer and employee may agree to substitute another day for a day that would otherwise be a public holiday under the NES.
- (b) An employer and employee may agree to substitute another part-day for a part-day that would otherwise be a part-day public holiday under the NES.

28.4 Part-day public holidays

For provisions relating to part-day public holidays see Schedule H—Part-day Public Holidays.

Part 7—Consultation and Dispute Resolution

29. Consultation about major workplace change

- 29.1** If an employer makes a definite decision to make major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer must:
- (a) give notice of the changes to all employees who may be affected by them and their representatives (if any); and
 - (b) discuss with affected employees and their representatives (if any):
 - (i) the introduction of the changes; and
 - (ii) their likely effect on employees; and
 - (iii) measures to avoid or reduce the adverse effects of the changes on employees; and
 - (c) commence discussions as soon as practicable after a definite decision has been made.
- 29.2** For the purposes of the discussion under clause 29.1(b), the employer must give in writing to the affected employees and their representatives (if any) all relevant information about the changes including:
- (a) their nature; and
 - (b) their expected effect on employees; and
 - (c) any other matters likely to affect employees.
- 29.3** Clause 29.2 does not require an employer to disclose any confidential information if its disclosure would be contrary to the employer's interests.
- 29.4** The employer must promptly consider any matters raised by the employees or their representatives about the changes in the course of the discussion under clause 29.1(b).
- 29.5** In clause 29 **significant effects**, on employees, includes any of the following:
- (a) termination of employment; or
 - (b) major changes in the composition, operation or size of the employer's workforce or in the skills required; or
 - (c) loss of, or reduction in, job or promotion opportunities; or
 - (d) loss of, or reduction in, job tenure; or
 - (e) alteration of hours of work; or

- (f) the need for employees to be retrained or transferred to other work or locations; or
- (g) job restructuring.

29.6 Where this award makes provision for alteration of any of the matters defined at clause 29.5, such alteration is taken not to have significant effect.

30. Consultation about changes to rosters or hours of work

30.1 Clause 30 applies if an employer proposes to change the regular roster or ordinary hours of work of an employee, other than an employee whose working hours are irregular, sporadic or unpredictable.

30.2 The employer must consult with any employees affected by the proposed change and their representatives (if any).

30.3 For the purpose of the consultation, the employer must:

- (a) provide to the employees and representatives mentioned in clause 30.2 information about the proposed change (for example, information about the nature of the change and when it is to begin); and
- (b) invite the employees to give their views about the impact of the proposed change on them (including any impact on their family or caring responsibilities) and also invite their representative (if any) to give their views about that impact.

30.4 The employer must consider any views given under clause 30.3(b).

30.5 Clause 30 is to be read in conjunction with any other provisions of this award concerning the scheduling of work or the giving of notice.

31. Dispute resolution

31.1 Clause 31 sets out the procedures to be followed if a dispute arises about a matter under this award or in relation to the [NES](#).

31.2 The parties to the dispute must first try to resolve the dispute at the workplace through discussion between the employee or employees concerned and the relevant supervisor.

31.3 If the dispute is not resolved through discussion as mentioned in clause 31.2, the parties to the dispute must then try to resolve it in a timely manner at the workplace through discussion between the employee or employees concerned and more senior levels of management, as appropriate.

31.4 If the dispute is unable to be resolved at the workplace and all appropriate steps have been taken under clauses 31.2 and 31.3, a party to the dispute may refer it to the Fair Work Commission.

- 31.5** The parties may agree on the process to be followed by the Fair Work Commission in dealing with the dispute, including mediation, conciliation and consent arbitration.
- 31.6** If the dispute remains unresolved, the Fair Work Commission may use any method of dispute resolution that it is permitted by the [Act](#) to use and that it considers appropriate for resolving the dispute.
- 31.7** A party to the dispute may appoint a person, organisation or association to support and/or represent them in any discussion or process under clause 31.
- 31.8** While procedures are being followed under clause 31 in relation to a dispute:
- (a) work must continue in accordance with this award and the [Act](#); and
 - (b) an employee must not unreasonably fail to comply with any direction given by the employer about performing work, whether at the same or another workplace, that is safe and appropriate for the employee to perform.
- 31.9** Clause 31.8 is subject to any applicable work health and safety legislation.

Part 8—Termination of Employment and Redundancy

32. Termination of employment

NOTE: The [NES](#) sets out requirements for notice of termination by an employer. See sections 117 and 123 of the [Act](#).

32.1 Notice of termination by an employee

- (a) Clause 32.1 applies to all employees except those identified in sections 123(1) and 123(3) of the [Act](#).
- (b) An employee must give the employer notice of termination in accordance with **Table 1—Period of notice** of at least the period specified in column 2 according to the period of continuous service of the employee specified in column 1.

Table 1—Period of notice

Column 1 Employee’s period of continuous service with the employer at the end of the day the notice is given	Column 2 Period of notice
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

NOTE: The notice of termination required to be given by an employee is the same as that required of an employer except that the employee does not have to give additional notice based on the age of the employee.

- (c) In ~~paragraph (b) clause~~ 32.1(b) **continuous service** has the same meaning as in section 117 of the [Act](#).
- (d) If an employee who is at least 18 years old does not give the period of notice required under ~~paragraph (b) clause~~ 32.1(b), then the employer may deduct from wages due to the employee under this award an amount that is no more than one week’s wages for the employee.
- (e) If the employer has agreed to a shorter period of notice than that required under ~~paragraph (b) clause~~ 32.1(b), then no deduction can be made under ~~paragraph (d) clause~~ 32.1(d).
- (f) Any deduction made under ~~paragraph (d) clause~~ 32.1(d) must not be unreasonable in the circumstances.

32.2 Job search entitlement

- (a) Where an employer has given notice of termination to an employee, the employee must be allowed time off without loss of pay of up to one day for the purpose of seeking other employment.
- (b) The time off under clause 32.2 is to be taken at times that are convenient to the employee after consultation with the employer.

33. Redundancy

Clause 33 amended in accordance with [\[2019\] FWCFB 2548](#) at [6] and [PR706885](#).

NOTE: Redundancy pay is provided for in the NES. See sections 119 to 123 of the Act.

33.1 Transfer to lower paid duties on redundancy

- (a) Clause 33.1 applies if, because of redundancy, an employee is transferred to new duties to which a lower ordinary rate of pay applies.
- (b) The employer may:

- (i) give the employee notice of the transfer of at least the same length as the employee would be entitled to under section 117 of the Act as if it were a notice of termination given by the employer; or
- (ii) transfer the employee to the new duties without giving notice of transfer or before the expiry of a notice of transfer, provided that the employer pays the employee as set out in clause 33.1(c).
- (c) If the employer acts as mentioned in clause 33.1(b)(ii), the employee is entitled to a payment of an amount equal to the difference between the ordinary rate of pay of the employee (inclusive of all-purpose allowances, shift rates and penalty rates applicable to ordinary hours) for the hours of work the employee would have worked in the first role, and the ordinary rate of pay (also inclusive of all-purpose allowances, shift rates and penalty rates applicable to ordinary hours) of the employee in the second role for the period for which notice was not given.

33.2 Employee leaving during redundancy notice period

- (a) An employee given notice of termination in circumstances of redundancy may terminate their employment during the minimum period of notice prescribed by section 117(3) of the Act.
- (b) The employee is entitled to receive the benefits and payments they would have received under clause 33 or under sections 119 to 123 of the Act had they remained in employment until the expiry of the notice.
- (c) However, the employee is not entitled to be paid for any part of the period of notice remaining after the employee ceased to be employed.

33.3 Job search entitlement

- (a) Where an employer has given notice of termination to an employee in circumstances of redundancy, the employee must be allowed time off without loss of pay of up to one day each week of the minimum period of notice prescribed by section 117(3) of the Act for the purpose of seeking other employment.
- (b) If an employee is allowed time off without loss of pay of more than one day under clause 33.3(a), the employee must, at the request of the employer, produce proof of attendance at an interview.
- (c) A statutory declaration is sufficient for the purpose of clause 33.3(b).
- (d) An employee who fails to produce proof when required under clause 33.3(b) is not entitled to be paid for the time off.
- (e) This entitlement applies instead of clause 32.2.

Schedule A—Classification Definitions

A Full Bench has been constituted in [AM2018/12](#) to deal with NATSIHWA's claim to introduce a 6 'Grade' classification structure and to reclassify 'Advanced Health Worker-Practice' and 'Health Practitioner' as new Grade 5. See [\[2018\] FWC 6107](#) at Attachment A

Schedule A amended in accordance with [\[2019\] FWCFB 6899](#) at [80] and [\[2019\] FWCFB 6935](#)

A.1 Definitions

In this schedule:

A.1.1 Aboriginal and/or Torres Strait Islander knowledge and cultural skills—level 1 means:

- (a) an understanding, awareness and sensitivity to Aboriginal and/or Torres Strait Islander culture and lore, kinship and skin relationships, local cultural values, the ability to conduct oneself in a culturally appropriate manner and an understanding that Aboriginal and/or Torres Strait Islander culture is not homogenous throughout Australia;
- (b) where relevant, a knowledge of one or more relevant Australian Aboriginal and/or Torres Strait Islander language groups;
- (c) an ability to deliver or assist in the delivery of effective and appropriate services to an Aboriginal and/or Torres Strait Islander clientele through knowledge of the relevant Australian Aboriginal and/or Torres Strait Islander community, the ability to effectively communicate with Aboriginal and/or Torres Strait Islander people, and a knowledge of cultural conventions and appropriate behaviour;
- (d) an awareness of the history and role of Aboriginal and/or Torres Strait Islander organisations in the relevant region, an understanding of the organisations and their goals and the environment in which the organisations operate;
- (e) the ability to function effectively at work in an Aboriginal and/or Torres Strait Islander organisation; and
- (f) an understanding and/or awareness of the concepts of Aboriginal and/or Torres Strait Islander self-determination and Aboriginal and/or Torres Strait Islander identity

A.1.2 Aboriginal and/or Torres Strait Islander knowledge and cultural skills—level 2 means Aboriginal and/or Torres Strait Islander knowledge and cultural skills—level 1 plus a thorough knowledge of the history and role of Aboriginal and/or Torres Strait Islander organisations in the region, including an understanding of the organisations and their goals and knowledge of the political and economic environment in which the organisations operate

A.1.3 Aboriginal and/or Torres Strait Islander knowledge and cultural skills—level 3 means Aboriginal and/or Torres Strait Islander knowledge and cultural skills levels 1

and 2, plus an understanding, awareness and/or sensitivity to local, national and international cultural values and a clear understanding of Aboriginal and/or Torres Strait Islander organisations, their establishment and goals, and the political and economic environment in which the organisations operate at a local, national and international level.

A.2 Aboriginal and/or Torres Strait Islander Health Workers

A.2.1 Aboriginal and/or Torres Strait Islander Health Worker Grade 1 / Aboriginal and/or Torres Strait Islander Community Health Worker Grade 1 means an employee in their first year of service who will generally have no direct experience in the provision of Aboriginal and/or Torres Strait Islander health services.

They will provide primary health services education and liaison duties under the direct supervision of an Aboriginal and/or Torres Strait Islander Health Worker Grade 2, 3 or 4.

A.2.2 Aboriginal and/or Torres Strait Islander Health Worker Grade 2 / Aboriginal and/or Torres Strait Islander Community Health Worker Grade 2 means:

- (a) a person who has completed Certificate III in Aboriginal and/or Torres Strait Islander Primary Health Care or equivalent, or the required Aboriginal and/or Torres Strait Islander Community Health Worker qualification;
- (b) a person with other qualifications or experience deemed equivalent by an Aboriginal and/or Torres Strait Islander community controlled health service; or
- (c) an Aboriginal and/or Torres Strait Islander Health Worker Grade 1 who has been promoted to Aboriginal and/or Torres Strait Islander Health Worker Grade 2 after having been assessed by their employer as having the requisite competence. It would be expected that in all but exceptional circumstances such a person would have had a minimum of one year's experience at Grade 1.
- (d) An Aboriginal ~~Health Worker~~ and/or Torres Strait Islander Health Worker Grade 2 is expected to provide a range of health functions of a clinical, preventative, rehabilitative or promotional nature under the general direction of other staff of the Aboriginal and/or Torres Strait Islander community controlled health service.
- (e) Duties include, under the direct supervision of an Aboriginal and/or Torres Strait Islander Health Worker Grade 3 or 4:
 - (i) assist in the provision of comprehensive primary health care and education of clients, in conjunction with other members of the health care team;
 - (ii) under instruction assist in the provision of standard medical treatments in accordance with established medical protocols;
 - (iii) collect and record data from clients which will assist in the diagnosis and management of common medical problems and medical emergencies;

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- (iv) in line with policies and programs established by the health team, participate in educating and informing the community about preventative health measures; and
 - (v) undertake orientation and training programs as available.
- (f) An Aboriginal and/or Torres Strait Islander Health Worker or Aboriginal and/or Torres Strait Islander Community Health Worker required by State or Territory legislation to maintain registration as a condition of their employment who holds a Certificate III in Aboriginal and/or Torres Strait Islander Primary Health Care or equivalent or the required qualification for an Aboriginal and/or Torres Strait Islander Community Health Worker will be classified as no less than a Grade 2 Level 2 Aboriginal and/or Torres Strait Islander Health Worker/Aboriginal and/or Torres Strait Islander Community Health Worker.

It is desirable that staff at this grade should have Aboriginal and/or Torres Strait Islander knowledge and cultural skills—level 1.

A.2.3 An Aboriginal and/or Torres Strait Islander Health Worker Grade 3 is:

- (a) A **Senior Aboriginal and/or Torres Strait Islander Health Worker**, a person who independently undertakes a full range of duties, including dealing with the most complex matters. A Senior AHW would hold either Certificate IV in Aboriginal and/or Torres Strait Islander Primary Health Care (Practice) or Certificate IV in Aboriginal and/or Torres Strait Islander Primary Health Care (Community) or equivalent. Workers will be expected to perform their duties with little supervision, and may be required to work as a sole practitioner remote from the health service; or
- (b) An **Aboriginal and/or Torres Strait Islander Health Worker—Team Leader**, a person who heads a small team of Aboriginal and/or Torres Strait Islander Health Workers. Workers at this level will be required to hold expert knowledge of Aboriginal and/or Torres Strait Islander health issues, as well as assisting with the planning and supervision of other workers' duties. An Aboriginal and/or Torres Strait Islander Health Worker—Team Leader would hold either Certificate IV in Aboriginal and/or Torres Strait Islander Primary Health Care (Practice) or Certificate IV in Aboriginal and/or Torres Strait Islander Primary Health Care (Community) or equivalent; or
- (c) An **Aboriginal and/or Torres Strait Islander Health Worker** who holds a Certificate IV in Aboriginal and/or Torres Strait Islander Primary Health Care (Practice) or Certificate IV in Aboriginal and/or Torres Strait Islander Primary Health Care (Community) or equivalent.

⚠NOTE: An Aboriginal and/or Torres Strait Islander Health Worker required by State or Territory legislation to maintain registration as a condition of their employment and who holds a Certificate IV in Aboriginal and/or Torres Strait Islander Primary Health Care (Practice) or Certificate IV in Aboriginal and/or Torres Strait Islander Primary Health Care (Community) or equivalent must be classified as no less than a Grade 3 Level 2 Aboriginal and/or Torres Strait Islander Health Worker.

It is desirable that employees at this grade have Aboriginal and/or Torres Strait Islander knowledge and cultural skills—level 1.

A.2.4 Aboriginal and/or Torres Strait Islander Health Worker Grade 4 means:

- (a) A person who performs a senior co-ordinating role in respect of Aboriginal and/or Torres Strait Islander Health Workers within an Aboriginal and/or Torres Strait Islander community controlled health service. An Aboriginal and/or Torres Strait Islander Health Worker with either a Diploma of Aboriginal and/or Torres Strait Islander Primary Health Care (Practice) or Diploma of Aboriginal and/or Torres Strait Islander Primary Health Care (Community) or other qualifications or experience deemed equivalent by the Aboriginal and/or Torres Strait Islander community controlled health service will be classified at this grade.
- (b) An Aboriginal and/or Torres Strait Islander Health Worker required by State or Territory legislation to maintain registration as a condition of their employment who holds a either Diploma of Aboriginal and/or Torres Strait Islander Primary Health Care (Practice) or Diploma of Aboriginal and/or Torres Strait Islander Primary Health Care (Community) or equivalent will be classified as no less than a Grade 4 Level 2 Aboriginal and/or Torres Strait Islander Health Worker and their classification descriptor will be Aboriginal and/or Torres Strait Islander Health Worker Practitioner Grade 4 Level 2.

It is desirable that staff at this grade should have Aboriginal and/or Torres Strait Islander knowledge and cultural skills—level 2.

A.3 Administrative

A.3.1 Grade 1

- (a) This is the base of the administrative classification structure. There are no prescribed educational qualifications required.
- (b) Positions at this level work under close direction and initially require the application of basic skills and routines such as providing receptionist services, straight-forward operation of keyboard equipment, filing, photocopying, collating, collecting and distributing, carrying out routine checks by simple comparisons, simple coding, maintaining basic records, mail procedures, obtaining or providing information about straight-forward matters and routine user maintenance of office equipment.
- (c) The work may involve a combination of the activities outlined above including keyboard, clerical and other duties. Keyboard tasks usually involve the straight-forward operation of keyboard equipment but may include the keying of data containing specialised or unusual technical terms or complicated tables or diagrams which demand considerable judgment about layout, and the manipulation and interpretation of data before and during entry.
- (d) Initially work is performed under close direction using established routines, methods and procedures and there is little scope for deviating from these. Tasks should be mixed to provide a range of work experience; some may be of a routine operational nature. Problems can usually be solved by reference to straight-forward methods, procedures and instructions. Assistance is available if required when problems arise.

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- (e) Staff undertaking work at this grade would normally become competent in individual tasks after a limited period of training or experience.
- (f) The work performed may be routine in nature but some knowledge and application of specific procedures, instructions, regulations or other requirements relating to general administration (e.g. personnel or finance operations) and to specific departmental programs or activities may be required.
- (g) Staff at this grade may assist senior members of staff in the task being undertaken by them. Work may include drafting basic material for inclusion in reports and submissions, including form or routine letters and checking applications for benefits or grants.

A.3.2 Grade 2

- (a) This level encompasses a range of work which requires routine experience or the application of skills derived from work of a similar nature and a general knowledge of the work to be performed. This is the first level which may include a supervisory role. Staff may be required to follow and interpret rules, regulations, guidelines, instructions and procedures, and be capable of undertaking a range of duties requiring judgment, liaison and communication within the health service, with clients of the health service and with other interested parties.
- (b) Positions at this grade usually work under general direction and the work is subject to regular checks. Detailed instructions are not necessary and there is scope for staff to exercise initiative in applying established work practices and procedures.
- (c) The solution of problems may require the exercise of limited judgment, though guidance would be available in guidelines, procedures, regulations and instructions. The understanding of the information should allow decisions or policies relating to specific circumstances to be explained. Liaison within the health service, with clients of the health service, or with other interested parties may be necessary.
- (d) This is the first grade of which formal delegations may be found within the operations of the work area (e.g. approval of annual, personal and carer's leave and examination of accounts).
- (e) Secretarial/administrative support positions may be included in this grade where this is warranted, having regard to:
 - (i) the range of knowledge and skills required;
 - (ii) the degree of independence and responsibility assumed in undertaking tasks; and
 - (iii) the degree of direction given by the supervisor.

- (f) Positions where there is a frequently recurring need to take and transcribe verbatim the proceedings of conferences or deputations are included in this grade.

It is desirable that staff at this grade have Aboriginal and/or Torres Strait Islander knowledge and cultural skills—level 1.

A.3.3 Grade 3

- (a) Positions at this grade usually work under general direction and require relevant experience combined with a broad knowledge of the functions and activities of the health service and a sound knowledge of the major activity performed within the work area. Positions with supervisory responsibilities may undertake some complex operation work and may assist with, or review, work undertaken by subordinates or team members.
- (b) Positions with supervisory responsibilities may include a degree of planning and coordination and tasks such as monitoring staff attendance and work flow.
- (c) Problems faced may be complex yet broadly similar to past problems. Solutions generally can be found in rules, regulations, guidelines, procedures and instructions though these may require some interpretation and application of judgment. There is scope for the exercise of initiative in application of established work practices and procedures.
- (d) Positions at this grade may exercise delegations. Decisions made may have an impact on the relevant health service (e.g. on financial resources), but are normally of a limited procedural or administrative importance.

It is desirable that staff at this grade have Aboriginal and/or Torres Strait Islander knowledge and cultural skills—level 1.

A.3.4 Grade 4

- (a) Positions at this grade usually work under general direction within clear guidelines and established work practices and priorities, in functions which require the application of knowledge, skills and techniques appropriate to the work area. Work at this grade requires a sound knowledge of program, activity, policy or service aspects of the work performed within a functional element, or a number of work areas. The Grade 4 position is the first grade where technical or professional qualifications may be required or desirable.
- (b) Work is usually performed under general direction and may cover a range of tasks associated with program activity or administrative support to senior officers. Tasks may include providing administrative support to staff within technical or professional structures. This may include the collection and analysis of data and information and the preparation of reports, publications, papers and submissions including findings and recommendations.
- (c) Positions at this level may have supervisory responsibilities over staff operating a wide range of equipment or undertaking a variety of tasks in the area of responsibility.

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It is desirable that staff at this grade have Aboriginal and/or Torres Strait Islander knowledge and cultural skills—level 1.

A.3.5 Grade 5

- (a) Positions at this level work under general direction in relation to established priorities, task methodology and work practices to achieve results in line with the corporate goals of the health service.
- (b) Positions at this grade may, under general direction of work priorities, undertake the preparation of preliminary papers, draft complex correspondence for senior officers, undertake tasks of a specialist or detailed nature, assist in the preparation of procedural guidelines, provide information or interpretation to other interested parties, exercise specific process responsibilities and oversee and co-ordinate the work of subordinate staff.
- (c) Work may involve specialist subject matter of a professional or technical project, procedural or processing nature, or a combination of these functions.

It is desirable that staff at this grade have Aboriginal and/or Torres Strait Islander knowledge and cultural skills—level 1.

A.3.6 Grade 6

- (a) Positions at this grade may manage the operations of an organisational element usually under limited direction. Positions at this grade undertake various functions, under a wide range of conditions to achieve a result in line with the goals of the health service. Immediate subordinate positions may include staff in a technical or professional structure, in which case supervision may involve the exercising of technical or professional skills or judgment.
- (b) Positions at this grade are found in a variety of operating environments and structural arrangements. The primary areas may be:
 - (i) Managing the operations of a discrete organisational element usually under limited direction;
 - (ii) Under limited direction in relation to priorities and work practices provide administrative support to a particular program or activity; or
 - (iii) Providing subject matter, expertise or policy advice, to senior employees, the Chief Executive Officer, or the Board of Management including technical or professional advice, across a range of programs or activities undertaken by the health service.
- (c) Positions at this grade would be expected to set and achieve priorities, monitor work flow and/or manage staffing resources to meet objectives.

It is desirable that staff at this grade have Aboriginal and/or Torres Strait Islander knowledge and cultural skills—level 2.

A.3.7 Grade 7

- (a) Positions at this grade, under limited direction, usually manage the operations of an organisational element, or undertake a management function, or provide administrative, technical, or professional support to a particular program or activity, across a range of administrative or operational tasks to achieve a result in line with the goals of the health service.
- (b) Positions at this grade may undertake a management function involved in the administration of a program or activity within an organisation. This includes the provision of advice or undertaking tasks related to the management or administration of a program or activity, service delivery or corporate support function, including project work, policy, technical, professional or program issues or administrative matters. Liaison with other elements of the organisation, government agencies, state and local authorities and community organisations can be a feature.
- (c) Positions at this grade may represent the health service at meetings, conferences and seminars. In some circumstances the supervisor or subordinates may be, or include staff in technical or professional structures, in which case supervision is for administrative purposes only. In all other circumstances, supervision may involve the exercise of technical or professional skill or judgment.

It is desirable that staff at this grade have Aboriginal and/or Torres Strait Islander knowledge and cultural skills—level 2.

A.3.8 Grade 8

Positions at this grade will be the Chief Executive Officer of an Aboriginal and/or Torres Strait Islander community controlled health service other than those classified at Grade 7 who reports to and is responsible for the administration of the health service to the Board of Management and to whom heads of programs or activities within the health service report and are responsible.

It is desirable that staff at this grade have Aboriginal and/or Torres Strait Islander knowledge and cultural skills—level 3.

A.4 Dental

A.4.1 Dental Assistant Grade 1

Employees at this grade will have no prior experience as a dental assistant. Appointment to this level will be for a period of ~~three~~ 3 months after which the employee will progress to the appropriate level. While employed at this grade employees will:

- (a) work under direct supervision;
- (b) gain familiarisation with a range of basic dental and/or clerical tasks; and
- (c) gain familiarisation with the employer's policies including health and safety.

A.4.2 Dental Assistant Grade 2 means an employee who has obtained the skills required of a Dental Assistant Grade 1 who performs solely dental assistant duties and has no formal qualifications.

It is desirable that staff at this grade have Aboriginal and/or Torres Strait Islander knowledge and cultural skills—level 1.

A.4.3 Dental Assistant Grade 3 means:

- (a) a person who has completed a dental assistant qualification performing solely dental assistant duties;
- (b) an unqualified Dental Assistant performing a combination of duties including routine clerical, reception duties and dental assistant duties; or
- (c) an unqualified Dental Assistant performing solely Dental Assistant duties who has 12 months' experience at Grade 2.

It is desirable that staff at this grade have Aboriginal and/or Torres Strait Islander knowledge and cultural skills—level 1.

A.4.4 Dental Assistant Grade 4 means:

- (a) An unqualified Dental Assistant performing solely dental assistant duties who has 12 months' experience at Grade 3 and has demonstrated competence in the following areas:
 - (i) knowledge of dental equipment;
 - (ii) sterilisation techniques with attention to infection control;
 - (iii) basic understanding of techniques and procedures;
 - (iv) understanding of the set-up prior to procedures; or
- (b) an unqualified Dental Assistant performing a combination of dental assistant, clerical and reception duties who has 12 months' experience at Grade 3;
- (c) a qualified Dental Assistant performing solely dental assistant duties who has 12 months' experience at Grade 3; or
- (d) a qualified Dental Assistant performing a combination of dental assistant, clerical and reception duties.

It is desirable that staff at this grade have Aboriginal and/or Torres Strait Islander knowledge and cultural skills—level 1.

A.4.5 Dental Assistant Grade 5 means:

- (a) an unqualified Dental Assistant performing a combination of dental assistant, clerical and reception duties who has 12 months' experience at Grade 4;
- (b) a qualified Dental Assistant performing solely dental assistant duties who has 12 months' experience at Grade 4; or

- (c) a qualified Dental Assistant performing a combination of dental assistant, clerical and reception duties who has 12 months' experience at Grade 4.

It is desirable that staff at this grade have Aboriginal and/or Torres Strait Islander knowledge and cultural skills—level 1.

A.4.6 Dental Therapist Grade 1 works under the professional supervision of a higher grade professional officer as to method of approach and requirements and is a professional practitioner who performs normal professional work and exercises individual knowledge, skills, professional judgment and initiative in the application of professional principles, techniques and methods.

- (a) This grade is the professional formation phase of a professional officer. It includes new graduates generally lacking practical experience in the application of their professional knowledge.
- (b) The work requires initiative and professional judgment. Since experience is limited, this level is normally expected to apply only established principles, techniques and methods in early postgraduate years. With professional development, it is expected that new techniques and methods will be learnt and applied to progressively more difficult problems.
- (c) Initially work is subject to professional supervision. As experience is gained, the contribution and the level of professional judgment increases and professional supervision decreases, until a wide range of professional tasks is capable of being performed with little technical direction.
- (d) When experienced, advice and guidance may be provided to less experienced professional staff. They are not required to provide general professional guidance but may be required to provide general supervision of and/or train technical and other non-professional staff.
- (e) Staff may be required to develop and apply advanced techniques learnt during the undergraduate course or later; however, decisions to incorporate such new techniques into normal procedures would be taken at a higher level.

It is desirable that staff at this grade have Aboriginal and/or Torres Strait Islander knowledge and cultural skills—level 1.

A.4.7 Dental Therapist Grade 2 works as a professional practitioner, performs normal professional work under general professional guidance, and may perform novel, complex or critical professional work under professional supervision.

- (a) Staff at this grade perform normal professional work of an organisational unit, or of a specialised professional field encompassed by the work of the unit, and accept technical responsibility for those tasks.
- (b) Staff may also be expected to perform difficult or novel, complex or critical professional work where they are isolated from immediate professional supervision, for example, because of remoteness of the functional work area. Staff at this grade are expected to exercise independent professional judgment when required, particularly in recognising and solving problems and managing

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cases where principles, procedures, techniques and methods require expansion, adaption or modification.

- (c) Staff may carry out research under professional supervision and may be expected to contribute to advances in the techniques used.
- (d) Work at this grade may include professional supervision of Dental Therapists Grade 1 together with general supervision over technical and other personnel. Dental Therapists at this level may also be required to guide Dental Therapists Grade 1 in the methods to be used, policies to be followed and standards to be observed with respect to the professional work performed by the organisational unit.
- (e) Staff may provide an advisory role up to the level of expertise.
- (f) Staff are required to understand industry problems if advice on interpretation of regulations or standards is required and to undertake associated liaison tasks.

It is desirable that staff at this grade have Aboriginal and/or Torres Strait Islander knowledge and cultural skills—level 1.

A.5 Ancillary

It is desirable that all ancillary staff have Aboriginal and/or Torres Strait Islander knowledge and cultural skills—level 1.

- A.5.1 Cleaner** means a person who performs tasks customarily performed by cleaners utilising a range of materials and equipment to clean a range of surfaces in order to restore or maintain buildings in a clean and hygienic condition.
- A.5.2 Driver—Grade 1** means a person whose primary duties include undertaking a range of driving activities on behalf of the employer in a vehicle that has the capacity to carry between one and 15 passengers.
- A.5.3 Driver—Grade 2** means a person whose primary duties include undertaking a range of driving activities on behalf of the employer in a vehicle that has the capacity to carry 16 or a greater number of passengers.
- A.5.4 Caretaker** means a person who is responsible for the supervision of an Aboriginal and/or Torres Strait Islander community controlled health service premises out of hours including opening and closing the premises before and after each day of business.

Schedule B—Summary of Hourly Rates of Pay

Monetary amounts updated as a result of AWR 2019 – changes not tracked.

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

B.1 Aboriginal and/or Torres Strait Islander Health Worker adult employees

B.1.1 Full-time and part-time adult employees—ordinary, shiftworker and penalty rates

	All employees	Shiftworkers				All employees	
	Ordinary hours	Outside normal span of hours ¹	Continuous night shift ²	Saturday	Sunday	Public holiday	Public holiday
% of minimum hourly rate							
	100%	115%	130%	150%	200%	150% plus one day off ³	250%
	\$	\$	\$	\$	\$	\$	\$
Grade 1							
Level 1	21.65	24.90	28.15	32.48	43.30	32.48	54.13
Level 2	23.20	26.68	30.16	34.80	46.40	34.80	58.00
Level 3	23.99	27.59	31.19	35.99	47.98	35.99	59.98
Grade 2							
Level 1	25.24	29.03	32.81	37.86	50.48	37.86	63.10
Level 2	26.57	30.56	34.54	39.86	53.14	39.86	66.43
Level 3	27.86	32.04	36.22	41.79	55.72	41.79	69.65
Grade 3							
Level 1	28.63	32.92	37.22	42.95	57.26	42.95	71.58
Level 2	29.41	33.82	38.23	44.12	58.82	44.12	73.53
Level 3	30.08	34.59	39.10	45.12	60.16	45.12	75.20

Commented [FWC1]: (Minimum weekly rate ÷ 38) in cl 16.1(a).

Commented [FWC2]: Relevant percentage in cl 21.1, 21.2, 21.3 and 21.4.

Commented [FWC4]: Relevant percentage in cl 28.2(a)(i).

Commented [FWC3]: See cl 28.2(a)(ii).

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	All employees	Shiftworkers				All employees	
	Ordinary hours	Outside normal span of hours ¹	Continuous night shift ²	Saturday	Sunday	Public holiday	Public holiday
	% of minimum hourly rate						
	100%	115%	130%	150%	200%	150% plus one day off ³	250%
Grade 4							
Level 1	30.80	35.42	40.04	46.20	61.60	46.20	77.00
Level 2	31.52	36.25	40.98	47.28	63.04	47.28	78.80
Level 3	32.29	37.13	41.98	48.44	64.58	48.44	80.73

Commented [FWC1]: (Minimum weekly rate ÷ 38) in cl 16.1(a).

Commented [FWC2]: Relevant percentage in cl 21.1, 21.2, 21.3 and 21.4.

Commented [FWC4]: Relevant percentage in cl 28.2(a)(i).

Commented [FWC3]: See cl 28.2(a)(ii).

¹ **Outside normal span of hours** means where the ordinary rostered hours of work of an employee finish between 7.00 pm and 7.00 am or commence between 7.00 pm and 7.00 am in accordance with clause 21.1.

² **Continuous night shift** means where a shiftworker is required to work ordinary hours continuously for a period exceeding ~~four~~ 4 weeks on a shift wholly within the hours of 7.00 pm and 7.00 am the employee, paid with respect to that shift in accordance with clause 21.2.

³ At the ordinary time rate, that is, an hour for each hour worked in accordance with clause 28.2(a)(ii).

B.1.2 Full-time and part-time adult employees—overtime rates

	Employees other than shiftworkers		Shiftworkers - broken shifts		All employees	
	Outside the span of hours ¹	Outside the span of hours ¹	Outside a spread of nine 9 hours ²	Outside a spread of 12 hours ³	Excess hours ⁴	
	First two 2 hours	After two 2 hours			First two 2 hours	After two 2 hours
	% of minimum hourly rate					
	150%	200%	150%	200%	150%	200%
	\$	\$	\$	\$	\$	\$
Grade 1						
Level 1	32.48	43.30	32.48	43.30	32.48	43.30
Level 2	34.80	46.40	34.80	46.40	34.80	46.40

Commented [FWC5]: (Minimum weekly rate ÷ 38) in cl 16.1(a).

Commented [FWC6]: Relevant percentages in cl 20.1(a).

Commented [FWC7]: Relevant percentages in cl 20.1(b)(i) and (ii).

Commented [FWC8]: Relevant percentages in cl 20.1(a).

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	Employees other than shiftworkers		Shiftworkers - broken shifts		All employees	
	Outside the span of hours ¹	Outside the span of hours ¹	Outside a spread of nine <u>9</u> hours ²	Outside a spread of 12 hours ³	Excess hours ⁴	
					First two <u>2</u> hours	After two <u>2</u> hours
% of minimum hourly rate						
	150%	200%	150%	200%	150%	200%
Level 3	35.99	47.98	35.99	47.98	35.99	47.98
Grade 2						
Level 1	37.86	50.48	37.86	50.48	37.86	50.48
Level 2	39.86	53.14	39.86	53.14	39.86	53.14
Level 3	41.79	55.72	41.79	55.72	41.79	55.72
Grade 3						
Level 1	42.95	57.26	42.95	57.26	42.95	57.26
Level 2	44.12	58.82	44.12	58.82	44.12	58.82
Level 3	45.12	60.16	45.12	60.16	45.12	60.16
Grade 4						
Level 1	46.20	61.60	46.20	61.60	46.20	61.60
Level 2	47.28	63.04	47.28	63.04	47.28	63.04
Level 3	48.44	64.58	48.44	64.58	48.44	64.58

Commented [FWC5]: (Minimum weekly rate ÷ 38) in cl 16.1(a).

Commented [FWC6]: Relevant percentages in cl 20.1(a).

Commented [FWC7]: Relevant percentages in cl 20.1(b)(i) and (ii).

Commented [FWC8]: Relevant percentages in cl 20.1(a).

¹ Outside the span of hours of 7.00am to 7.00pm Monday to Friday in accordance with clause 20.1(a).

² Outside a spread of ~~nine~~9 hours from the time of commencing work by an employee rostered to work broken shifts in accordance with clause 20.1(b).

³ Outside a spread of 12 hours from the time of commencing work by an employee rostered to work broken shifts in accordance with clause 20.1(b).

⁴ In excess of the number of hours fixed as a day's, a week's or a fortnight's work as the case may be in accordance with clause 20.1(a).

B.1.3 Casual adult employees—ordinary, shiftwork and penalty rates

	All employees	Shiftworkers				All employees
	Day	Outside normal span of hours ¹	Continuous night shift ²	Saturday	Sunday	Public holiday
	125%	140%	155%	175%	225%	150%
	\$	\$	\$	\$	\$	\$
Grade 1						
Level 1	27.06	30.31	33.56	37.89	48.71	32.48
Level 2	29.00	32.48	35.96	40.60	52.20	34.80
Level 3	29.99	33.59	37.18	41.98	53.98	35.99
Grade 2						
Level 1	31.55	35.34	39.12	44.17	56.79	37.86
Level 2	33.21	37.20	41.18	46.50	59.78	39.86
Level 3	34.83	39.00	43.18	48.76	62.69	41.79
Grade 3						
Level 1	35.79	40.08	44.38	50.10	64.42	42.95
Level 2	36.76	41.17	45.59	51.47	66.17	44.12
Level 3	37.60	42.11	46.62	52.64	67.68	45.12
Grade 4						
Level 1	38.50	43.12	47.74	53.90	69.30	46.20
Level 2	39.40	44.13	48.86	55.16	70.92	47.28
Level 3	40.36	45.21	50.05	56.51	72.65	48.44

Commented [FWC9]: Minimum hourly rate + 25% casual loading in cl 11.2.

Commented [FWC10]: Relevant percentages in cl 21.1, 21.2, 21.3 and 21.4 + 25% casual loading in cl 11.2.. See also cl 21.5.

Commented [FWC11]: See cl 28.2(b).

¹ **Outside normal span of hours** means where the ordinary rostered hours of work of an employee finish between 7.00 pm and 7.00 am or commence between 7.00 pm and 7.00 am in accordance with clause 21.1.

² **Continuous night shift** means where a shiftworker is required to work ordinary hours continuously for a period exceeding ~~four~~ 4 weeks on a shift wholly within the hours of 7.00 pm and 7.00 am the employee, paid with respect to that shift in accordance with clause 21.2.

B.2 Administrative adult employees

B.2.1 Full-time and part-time adult employees—ordinary, shiftwork and penalty rates

	All employees	Shiftworkers				All employees	
	Ordinary hours	Outside normal span of hours ¹	Continuous night shift ²	Saturday	Sunday	Public holiday	Public holiday
% of minimum hourly rate							
	100%	115%	130%	150%	200%	150% plus one day off ³	250%
	\$	\$	\$	\$	\$	\$	\$
Grade 1							
Level 1	21.49	24.71	27.94	32.24	42.98	32.24	53.73
Level 2	21.57	24.81	28.04	32.36	43.14	32.36	53.93
Level 3	22.02	25.32	28.63	33.03	44.04	33.03	55.05
Level 4	22.33	25.68	29.03	33.50	44.66	33.50	55.83
Level 5	22.98	26.43	29.87	34.47	45.96	34.47	57.45
Grade 2							
Level 1	23.34	26.84	30.34	35.01	46.68	35.01	58.35
Level 2	23.75	27.31	30.88	35.63	47.50	35.63	59.38
Level 3	24.16	27.78	31.41	36.24	48.32	36.24	60.40
Level 4	24.51	28.19	31.86	36.77	49.02	36.77	61.28
Level 5	24.93	28.67	32.41	37.40	49.86	37.40	62.33
Grade 3							
Level 1	25.38	29.19	32.99	38.07	50.76	38.07	63.45
Level 2	25.83	29.70	33.58	38.75	51.66	38.75	64.58
Level 3	26.11	30.03	33.94	39.17	52.22	39.17	65.28
Level 4	26.58	30.57	34.55	39.87	53.16	39.87	66.45

Commented [FWC12]: (Minimum weekly rate ÷ 38) in cl 16.1(b).

Commented [FWC13]: Relevant percentages in cl 21.1, 21.2, 21.3 and 21.4.

Commented [FWC15]: Relevant percentage in cl 28.2(a)(i).

Commented [FWC14]: See cl 28.2(a)(ii).

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	All employees	Shiftworkers				All employees	
	Ordinary hours	Outside normal span of hours ¹	Continuous night shift ²	Saturday	Sunday	Public holiday	Public holiday
% of minimum hourly rate							
	100%	115%	130%	150%	200%	150% plus one day off ³	250%
	\$	\$	\$	\$	\$	\$	\$
Grade 4							
Level 1	26.99	31.04	35.09	40.49	53.98	40.49	67.48
Level 2	27.64	31.79	35.93	41.46	55.28	41.46	69.10
Level 3	28.14	32.36	36.58	42.21	56.28	42.21	70.35
Level 4	28.66	32.96	37.26	42.99	57.32	\$2.99	71.65
Grade 5							
Level 1	29.23	33.61	38.00	43.85	58.46	43.85	73.08
Level 2	29.83	34.30	38.78	44.75	59.66	44.75	74.58
Level 3	30.46	35.03	39.60	45.69	60.92	45.69	76.15
Grade 6							
Level 1	30.81	35.43	40.05	46.22	61.62	46.22	77.03
Level 2	31.39	36.10	40.81	47.09	62.78	47.09	78.48
Level 3	32.04	36.85	41.65	48.06	64.08	48.06	80.10
Level 4	33.27	38.26	43.25	49.91	66.54	49.91	83.18
Level 5	34.26	39.40	44.54	51.39	68.52	51.39	85.65
Grade 7							
Level 1	35.08	40.34	45.60	52.62	70.16	52.62	87.70
Level 2	36.03	41.43	46.84	54.05	72.06	54.05	90.08
Grade 8							
Level 1	36.39	41.85	47.31	54.59	72.78	54.59	90.98
Level 2	37.33	42.93	48.53	56.00	74.66	56.00	93.33

Commented [FWC12]: (Minimum weekly rate ÷ 38) in cl 16.1(b).

Commented [FWC13]: Relevant percentages in cl 21.1, 21.2, 21.3 and 21.4.

Commented [FWC15]: Relevant percentage in cl 28.2(a)(i).

Commented [FWC14]: See cl 28.2(a)(ii).

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	All employees	Shiftworkers				All employees	
	Ordinary hours	Outside normal span of hours ¹	Continuous night shift ²	Saturday	Sunday	Public holiday	Public holiday
	% of minimum hourly rate						
	100%	115%	130%	150%	200%	150% plus one day off ³	250%
	\$	\$	\$	\$	\$	\$	\$
Level 3	38.58	44.37	50.15	57.87	77.16	57.87	96.45
Level 4	39.49	45.41	51.34	59.24	78.98	59.24	98.73

Commented [FWC12]: (Minimum weekly rate ÷ 38) in cl 16.1(b).

Commented [FWC13]: Relevant percentages in cl 21.1, 21.2, 21.3 and 21.4.

Commented [FWC15]: Relevant percentage in cl 28.2(a)(i).

Commented [FWC14]: See cl 28.2(a)(ii).

¹Outside normal span of hours means where the ordinary rostered hours of work of an employee finish between 7.00 pm and 7.00 am or commence between 7.00 pm and 7.00 am in accordance with clause 21.1.

²Continuous night shift means where a shiftworker is required to work ordinary hours continuously for a period exceeding ~~four~~ 4 weeks on a shift wholly within the hours of 7.00 pm and 7.00 am the employee, paid with respect to that shift in accordance with clause 21.2.

³At the ordinary time rate, that is, an hour for each hour worked in accordance with clause 28.2(a)(ii).

B.2.2 Full-time and part-time adult employees—overtime rates

	Employees other than shiftworkers		Shiftworkers - broken shifts		All employees	
	Outside the span of hours ¹	Outside the span of hours ¹	Outside a spread of nine 9 hours ²	Outside a spread of 12 hours ³	Excess hours ⁴	
	First two 2 hours	After two 2 hours			First two 2 hours	After two 2 hours
	% of minimum hourly rate					
	150%	200%	150%	200%	150%	200%
	\$	\$	\$	\$	\$	\$
Grade 1						
Level 1	32.24	42.98	32.24	42.98	32.24	42.98
Level 2	32.36	43.14	32.36	43.14	32.36	43.14
Level 3	33.03	44.04	33.03	44.04	33.03	44.04

Commented [FWC16]: (Minimum weekly rate ÷ 38) in cl 16.1(b).

Commented [FWC17]: Relevant percentages in cl 20.1(a) and 20.1(b).

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	Employees other than shiftworkers		Shiftworkers - broken shifts		All employees	
	Outside the span of hours ¹	Outside the span of hours ¹	Outside a spread of nine 9 hours ²	Outside a spread of 12 hours ³	Excess hours ⁴	
					First two 2 hours	After two 2 hours
% of minimum hourly rate						
	150%	200%	150%	200%	150%	200%
	\$	\$	\$	\$	\$	\$
Level 4	33.50	44.66	33.50	44.66	33.50	44.66
Level 5	34.47	45.96	34.47	45.96	34.47	45.96
Grade 2						
Level 1	35.01	46.68	35.01	46.68	35.01	46.68
Level 2	35.63	47.50	35.63	47.50	35.63	47.50
Level 3	36.24	48.32	36.24	48.32	36.24	48.32
Level 4	36.77	49.02	36.77	49.02	36.77	49.02
Level 5	37.40	49.86	37.40	49.86	37.40	49.86
Grade 3						
Level 1	38.07	50.76	38.07	50.76	38.07	50.76
Level 2	38.75	51.66	38.75	51.66	38.75	51.66
Level 3	39.17	52.22	39.17	52.22	39.17	52.22
Level 4	39.87	53.16	39.87	53.16	39.87	53.16
Grade 4						
Level 1	40.49	53.98	40.49	53.98	40.49	53.98
Level 2	41.46	55.28	41.46	55.28	41.46	55.28
Level 3	42.21	56.28	42.21	56.28	42.21	56.28
Level 4	42.99	57.32	42.99	57.32	42.99	57.32
Grade 5						
Level 1	43.85	58.46	43.85	58.46	43.85	58.46

Commented [FWC16]: (Minimum weekly rate ÷ 38) in cl 16.1(b).

Commented [FWC17]: Relevant percentages in cl 20.1(a) and 20.1(b).

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	Employees other than shiftworkers		Shiftworkers - broken shifts		All employees	
	Outside the span of hours ¹	Outside the span of hours ¹	Outside a spread of nine-9 hours ²	Outside a spread of 12 hours ³	Excess hours ⁴	
					First two-2 hours	After two-2 hours
% of minimum hourly rate						
	150%	200%	150%	200%	150%	200%
	\$	\$	\$	\$	\$	\$
Level 2	44.75	59.66	44.75	59.66	44.75	59.66
Level 3	45.69	60.92	45.69	60.92	45.69	60.92
Grade 6						
Level 1	46.22	61.62	46.22	61.62	46.22	61.62
Level 2	47.09	62.78	47.09	62.78	47.09	62.78
Level 3	48.06	64.08	48.06	64.08	48.06	64.08
Level 4	49.91	66.54	49.91	66.54	49.91	66.54
Level 5	51.39	68.52	51.39	68.52	51.39	68.52
Grade 7						
Level 1	52.62	70.16	52.62	70.16	52.62	70.16
Level 2	54.05	72.06	54.05	72.06	54.05	72.06
Grade 8						
Level 1	54.59	72.78	54.59	72.78	54.59	72.78
Level 2	56.00	74.66	56.00	74.66	56.00	74.66
Level 3	57.87	77.16	57.87	77.16	57.87	77.16
Level 4	59.24	78.98	59.24	78.98	59.24	78.98

Commented [FWC16]: (Minimum weekly rate ÷ 38) in cl 16.1(b).

Commented [FWC17]: Relevant percentages in cl 20.1(a) and 20.1(b).

¹ Outside the span of hours of 7.00am to 7.00pm Monday to Friday in accordance with clause 20.1(a).

² Outside a spread of ~~nine-9~~ hours from the time of commencing work by an employee rostered to work broken shifts in accordance with clause 20.1(b).

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³ Outside a spread of 12 hours from the time of commencing work by an employee rostered to work broken shifts in accordance with clause 20.1(b).

⁴ In excess of the number of hours fixed as a day's, a week's or a fortnight's work as the case may be in accordance with clause 20.1(a).

B.2.3 Casual adult employees—ordinary, shiftwork and penalty rates

	All employees	Shiftworkers				All employees
	Day	Outside normal span of hours ¹	Continuous night shift ²	Saturday	Sunday	Public holiday
% of minimum hourly rate						
	125%	140%	155%	175%	225%	150%
	\$	\$	\$	\$	\$	\$
Grade 1						
Level 1	26.86	30.09	33.31	37.61	48.35	32.24
Level 2	26.96	30.20	33.43	37.75	48.53	32.36
Level 3	27.53	30.83	34.13	38.54	49.55	33.03
Level 4	27.91	31.26	34.61	39.08	50.24	33.50
Level 5	28.73	32.17	35.62	40.22	51.71	34.47
Grade 2						
Level 1	29.18	32.68	36.18	40.85	52.52	35.01
Level 2	29.69	33.25	36.81	41.56	53.44	35.63
Level 3	30.20	33.82	37.45	42.28	54.36	36.24
Level 4	30.64	34.31	37.99	42.89	55.15	36.77
Level 5	31.16	34.90	38.64	43.63	56.09	37.40
Grade 3						
Level 1	31.73	35.53	39.34	44.42	57.11	38.07
Level 2	32.29	36.16	40.04	45.20	58.12	38.75
Level 3	32.64	36.55	40.47	45.69	58.75	39.17
Level 4	33.23	37.21	41.20	46.52	59.81	39.87
Grade 4						
Level 1	33.74	37.79	41.83	47.23	60.73	40.49

Commented [FWC18]: (Minimum weekly rate ÷ 38) in cl 16.1(b).

Commented [FWC19]: Minimum hourly rate + 25% casual loading in cl 11.2.

Commented [FWC20]: Relevant percentages in cl 21.1, 21.2, 21.3 and 21.4 + 25% casual loading in cl 11.2.. See also cl 21.5.

Commented [FWC21]: See cl 28.2(b).

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	All employees	Shiftworkers				All employees
	Day	Outside normal span of hours ¹	Continuous night shift ²	Saturday	Sunday	Public holiday
% of minimum hourly rate						
	125%	140%	155%	175%	225%	150%
	\$	\$	\$	\$	\$	\$
Level 2	34.55	38.70	42.84	48.37	62.19	41.46
Level 3	35.18	39.40	43.62	49.25	63.32	42.21
Level 4	35.83	40.12	44.42	50.16	64.49	42.99
Grade 5						
Level 1	36.54	40.92	45.31	51.15	65.77	43.85
Level 2	37.29	41.76	46.24	52.20	67.12	44.75
Level 3	38.08	42.64	47.21	53.31	68.54	45.69
Grade 6						
Level 1	38.51	43.13	47.76	53.92	69.32	46.22
Level 2	39.24	43.95	48.65	54.93	70.63	47.09
Level 3	40.05	44.86	49.66	56.07	72.09	48.06
Level 4	41.59	46.58	51.57	58.22	74.86	49.91
Level 5	42.83	47.96	53.10	59.96	77.09	51.39
Grade 7						
Level 1	43.85	49.11	54.37	61.39	78.93	52.62
Level 2	45.04	50.44	55.85	63.05	81.07	54.05
Grade 8						
Level 1	45.49	50.95	56.40	63.68	81.88	54.59
Level 2	46.66	52.26	57.86	65.33	83.99	56.00
Level 3	48.23	54.01	59.80	67.52	86.81	57.87
Level 4	49.36	55.29	61.21	69.11	88.85	59.24

Commented [FWC18]: (Minimum weekly rate ÷ 38) in cl 16.1(b).

Commented [FWC19]: Minimum hourly rate + 25% casual loading in cl 11.2.

Commented [FWC20]: Relevant percentages in cl 21.1, 21.2, 21.3 and 21.4 + 25% casual loading in cl 11.2.. See also cl 21.5.

Commented [FWC21]: See cl 28.2(b).

¹ **Outside normal span of hours** means where the ordinary rostered hours of work of an employee finish between 7.00 pm and 7.00 am or commence between 7.00 pm and 7.00 am in accordance with clause 21.1.

² **Continuous night shift** means where a shiftworker is required to work ordinary hours continuously for a period exceeding ~~four~~ 4 weeks on a shift wholly within the hours of 7.00 pm and 7.00 am the employee, paid with respect to that shift in accordance with clause 21.2.

B.3 Dental employees

B.3.1 Full-time and part-time adult employees—ordinary, shiftwork and penalty rates

	All employees	Shiftworkers				All employees	
	Ordinary hours	Outside normal span of hours ¹	Continuous night shift ²	Saturday	Sunday	Public holiday	Public holiday
% of minimum hourly rate							
	100%	115%	130%	150%	200%	150% plus one day off ³	250%
	\$	\$	\$	\$	\$	\$	\$
Dental assistant							
Grade 1	20.49	23.56	26.64	30.74	40.98	30.74	51.23
Grade 2	20.91	24.05	27.18	31.37	41.82	31.37	52.28
Grade 3	21.34	24.54	27.74	32.01	42.68	32.01	53.35
Grade 4	22.70	26.11	29.51	34.05	45.40	34.05	56.75
Grade 5	23.47	26.99	30.51	35.21	46.94	35.21	58.68
Dental therapist grade 1							
Grade 1	24.55	28.23	31.92	36.83	49.10	36.83	61.38
Grade 2	25.19	28.97	32.75	37.79	50.38	37.79	62.98
Grade 3	26.01	29.91	33.81	39.02	52.02	39.02	65.03
Grade 4	27.01	31.06	35.11	40.52	54.02	40.52	67.53
Grade 5	28.34	32.59	36.84	42.51	56.68	42.51	70.85
Grade 6	29.65	34.10	38.55	44.48	59.30	44.48	74.13

Commented [FWC22]: (Minimum weekly rate ÷ 38) in cl 16.1(c).

Commented [FWC23]: Relevant percentages in cl 21.1, 21.2, 21.3 and 21.4.

Commented [FWC25]: Relevant percentage in cl 28.2(a)(i).

Commented [FWC24]: See cl 28.2(a)(ii).

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	All employees	Shiftworkers				All employees	
	Ordinary hours	Outside normal span of hours ¹	Continuous night shift ²	Saturday	Sunday	Public holiday	Public holiday
% of minimum hourly rate							
	100%	115%	130%	150%	200%	150% plus one day off ³	250%
Grade 7	30.65	35.25	39.85	45.98	61.30	45.98	76.63
Dental therapist grade 2							
Level 1	31.09	35.75	40.42	46.64	62.18	46.64	77.73
Level 2	31.79	36.56	41.33	47.69	63.58	47.69	79.48
Level 3	32.47	37.34	42.21	48.71	64.94	48.71	81.18
Level 4	33.05	38.01	42.97	49.58	66.10	49.58	82.63
Level 5	33.79	38.86	43.93	50.69	67.58	50.69	84.48

Commented [FWC22]: (Minimum weekly rate ÷ 38) in cl 16.1(c).

Commented [FWC23]: Relevant percentages in cl 21.1, 21.2, 21.3 and 21.4.

Commented [FWC25]: Relevant percentage in cl 28.2(a)(i).

Commented [FWC24]: See cl 28.2(a)(ii).

¹ **Outside normal span of hours** means where the ordinary rostered hours of work of an employee finish between 7.00 pm and 7.00 am or commence between 7.00 pm and 7.00 am in accordance with clause 21.1.

² **Continuous night shift** means where a shiftworker is required to work ordinary hours continuously for a period exceeding ~~four~~ 4 weeks on a shift wholly within the hours of 7.00 pm and 7.00 am the employee, paid with respect to that shift in accordance with clause 21.2.

³ At the ordinary time rate, that is, an hour for each hour worked in accordance with clause 28.2(a)(ii).

B.3.2 Full-time and part-time adult employees—overtime rates

	Employees other than shiftworkers		Shiftworkers - broken shifts		All employees	
	Outside the span of hours ¹	Outside the span of hours ¹	Outside a spread of nine ⁹ hours ²	Outside a spread of 12 hours ³	Excess hours ⁴	
	First two ² hours	After two ² hours			First two ² hours	After two ² hours
	% of minimum hourly rate					
	150%	200%	150%	200%	150%	200%
	\$	\$	\$	\$	\$	\$
Dental assistant						
Grade 1	30.74	40.98	30.74	40.98	30.74	40.98
Grade 2	31.37	41.82	31.37	41.82	31.37	41.82
Grade 3	32.01	42.68	32.01	42.68	32.01	42.68
Grade 4	34.05	45.40	34.05	45.40	34.05	45.40
Grade 5	35.21	46.94	35.21	46.94	35.21	46.94
Dental therapist grade 1						
Grade 1	36.83	49.10	36.83	49.10	36.83	49.10
Grade 2	37.79	50.38	37.79	50.38	37.79	50.38
Grade 3	39.02	52.02	39.02	52.02	39.02	52.02
Grade 4	40.52	54.02	40.52	54.02	40.52	54.02
Grade 5	42.51	56.68	42.51	56.68	42.51	56.68
Grade 6	44.48	59.30	44.48	59.30	44.48	59.30
Grade 7	45.98	61.30	45.98	61.30	45.98	61.30
Dental therapist grade 2						
Level 1	46.64	62.18	46.64	62.18	46.64	62.18
Level 2	47.69	63.58	47.69	63.58	47.69	63.58

Commented [FWC26]: (Minimum weekly rate ÷ 38) in cl 16.1(c).

Commented [FWC27]: Relevant percentage in cl 20.1(a).

Commented [FWC28]: Relevant percentage in cl 20.1(b).

Commented [FWC29]: Relevant percentage in cl 20.1(a).

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	Employees other than shiftworkers		Shiftworkers - broken shifts		All employees	
	Outside the span of hours ¹	Outside the span of hours ¹	Outside a spread of nine 9 hours ²	Outside a spread of 12 hours ³	Excess hours ⁴	
	First two 2 hours	After two 2 hours			First two 2 hours	After two 2 hours
	% of minimum hourly rate					
	150%	200%	150%	200%	150%	200%
	\$	\$	\$	\$	\$	\$
Level 3	48.71	64.94	48.71	64.94	48.71	64.94
Level 4	49.58	66.10	49.58	66.10	49.58	66.10
Level 5	50.69	67.58	50.69	67.58	50.69	67.58

Commented [FWC26]: (Minimum weekly rate ÷ 38) in cl 16.1(c).

Commented [FWC27]: Relevant percentage in cl 20.1(a).

Commented [FWC28]: Relevant percentage in cl 20.1(b).

Commented [FWC29]: Relevant percentage in cl 20.1(a).

¹ **Outside normal span of hours** means where the ordinary rostered hours of work of an employee finish between 7.00 pm and 7.00 am or commence between 7.00 pm and 7.00 am in accordance with clause 21.1.

² **Continuous night shift** means where a shiftworker is required to work ordinary hours continuously for a period exceeding ~~four~~ 4 weeks on a shift wholly within the hours of 7.00 pm and 7.00 am the employee, paid with respect to that shift in accordance with clause 21.2.

³ At the ordinary time rate, that is, an hour for each hour worked in accordance with clause 28.2(a)(ii).

B.3.3 Casual adult employees—ordinary, shiftwork and penalty rates

	All employees	Shiftworkers				All employees
	Day	Outside normal span of hours ¹	Continuous night shift ²	Saturday	Sunday	Public holiday
	% of minimum hourly rate					
	125%	140%	155%	175%	225%	150%
	\$	\$	\$	\$	\$	\$
Dental assistant						
Grade 1	25.61	28.69	31.76	35.86	46.10	30.74
Grade 2	26.14	29.27	32.41	36.59	47.05	31.37
Grade 3	26.68	29.88	33.08	37.35	48.02	32.01

Commented [FWC30]: (Minimum weekly rate ÷ 38) in cl 16.1(c).

Commented [FWC31]: Minimum hourly rate + 25% casual loading in cl 11.2.

Commented [FWC32]: Relevant percentages in cl 21.1, 21.2, 21.3 and 21.4 + 25% casual loading in cl 11.2.. See also cl 21.5.

Commented [FWC33]: See cl 28.2(b).

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	All employees	Shiftworkers				All employees
	Day	Outside normal span of hours ¹	Continuous night shift ²	Saturday	Sunday	Public holiday
	% of minimum hourly rate					
	125%	140%	155%	175%	225%	150%
	\$	\$	\$	\$	\$	\$
Grade 4	28.38	31.78	35.19	39.73	51.08	34.05
Grade 5	29.34	32.86	36.38	41.07	52.81	35.21
Dental therapist grade 1						
Level 1	30.69	34.37	38.05	42.96	55.24	36.83
Level 2	31.49	35.27	39.04	44.08	56.68	37.79
Level 3	32.51	36.41	40.32	45.52	58.52	39.02
Level 4	33.76	37.81	41.87	47.27	60.77	40.52
Level 5	35.43	39.68	43.93	49.60	63.77	42.51
Level 6	37.06	41.51	45.96	51.89	66.71	44.48
Level 7	38.31	42.91	47.51	53.64	68.96	45.98
Dental therapist grade 2						
Level 1	38.86	43.53	48.19	54.41	69.95	46.64
Level 2	39.74	44.51	49.27	55.63	71.53	47.69
Level 3	40.59	45.46	50.33	56.82	73.06	48.71
Level 4	41.31	46.27	51.23	57.84	74.36	49.58
Level 5	42.24	47.31	52.37	59.13	76.03	50.69

Commented [FWC30]: (Minimum weekly rate ÷ 38) in cl 16.1(c).

Commented [FWC31]: Minimum hourly rate + 25% casual loading in cl 11.2.

Commented [FWC32]: Relevant percentages in cl 21.1, 21.2, 21.3 and 21.4 + 25% casual loading in cl 11.2.. See also cl 21.5.

Commented [FWC33]: See cl 28.2(b).

¹ **Outside normal span of hours** means where the ordinary rostered hours of work of an employee finish between 7.00 pm and 7.00 am or commence between 7.00 pm and 7.00 am in accordance with clause 21.1.

² **Continuous night shift** means where a shiftworker is required to work ordinary hours continuously for a period exceeding ~~four~~ 4 weeks on a shift wholly within the hours of 7.00 pm and 7.00 am the employee, paid with respect to that shift in accordance with clause 21.2.

B.4 Ancillary employees

B.4.1 Full-time and part-time adult employees—ordinary, shiftwork and penalty rates

	All employees	Shiftworkers				All employees	
	Ordinary hours	Outside normal span of hours ¹	Continuous night shift ²	Saturday	Sunday	Public holiday	Public holiday
	% of minimum hourly rate						
	100%	115%	130%	150%	200%	150% plus one day off ³	250%
	\$	\$	\$	\$	\$	\$	\$
Cleaner	21.33	24.53	27.73	32.00	42.66	32.00	53.33
Driver—Grade 1	22.21	25.54	28.87	33.32	44.42	33.32	55.53
Driver—Grade 2	22.79	26.21	29.63	34.19	45.58	34.19	56.98
Caretaker	22.79	26.21	29.63	34.19	45.58	34.19	56.98

Commented [FWC34]: (Minimum weekly rate ÷ 38) in cl 16.1(d).

Commented [FWC35]: Relevant percentage in cl 21.1, 21.2, 21.3, 21.4.

Commented [FWC37]: Relevant percentage in cl 28.2(a)(i).

Commented [FWC36]: Relevant percentage in cl 28.2(a)(ii).

¹ **Outside normal span of hours** means where the ordinary rostered hours of work of an employee finish between 7.00 pm and 7.00 am or commence between 7.00 pm and 7.00 am in accordance with clause 21.1.

² **Continuous night shift** means where a shiftworker is required to work ordinary hours continuously for a period exceeding ~~four~~ 4 weeks on a shift wholly within the hours of 7.00 pm and 7.00 am the employee, paid with respect to that shift in accordance with clause 21.2.

³ At the ordinary time rate, that is, an hour for each hour worked in accordance with clause 28.2(a)(ii).

B.4.2 Full-time and part-time adult employees—overtime rates

	Employees other than shiftworkers		Shiftworkers - broken shifts		All employees	
	Outside the span of hours ¹	Outside the span of hours ¹	Outside a spread of nine 9 hours ²	Outside a spread of 12 hours ³	Excess hours ⁴	
	First two 2 hours	After two 2 hours			First two 2 hours	After two 2 hours
	% of minimum hourly rate					
	150%	200%	150%	200%	150%	200%

Commented [FWC38]: (Minimum weekly rate ÷ 38) in cl 16.1(d).

Commented [FWC39]: Relevant percentage in cl 20.1(a).

Commented [FWC40]: Relevant percentage in cl 20.1(b).

Commented [FWC41]: Relevant percentage in cl 20.1(a).

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	Employees other than shiftworkers		Shiftworkers - broken shifts		All employees	
	Outside the span of hours ¹	Outside the span of hours ¹	Outside a spread of nine ⁹ hours ²	Outside a spread of 12 hours ³	Excess hours ⁴	
	First two ² hours	After two ² hours			First two ² hours	After two ² hours
	% of minimum hourly rate					
	150%	200%	150%	200%	150%	200%
	\$	\$	\$	\$	\$	\$
Cleaner	32.00	42.66	32.00	42.66	32.00	42.66
Driver—Grade 1	33.32	44.42	33.32	44.42	33.32	44.42
Driver—Grade 2	34.19	45.58	34.19	45.58	34.19	45.58
Caretaker	34.19	45.58	34.19	45.58	34.19	45.58

Commented [FWC38]: (Minimum weekly rate ÷ 38) in cl 16.1(d).

Commented [FWC39]: Relevant percentage in cl 20.1(a)

Commented [FWC40]: Relevant percentage in cl 20.1(b)

Commented [FWC41]: Relevant percentage in cl 20.1(a).

¹Outside normal span of hours means where the ordinary rostered hours of work of an employee finish between 7.00 pm and 7.00 am or commence between 7.00 pm and 7.00 am in accordance with clause 21.1.

²Continuous night shift means where a shiftworker is required to work ordinary hours continuously for a period exceeding ~~four~~⁴ weeks on a shift wholly within the hours of 7.00 pm and 7.00 am the employee, paid with respect to that shift in accordance with clause 21.2.

³At the ordinary time rate, that is, an hour for each hour worked in accordance with clause 28.2(a)(ii).

B.4.3 Casual adult employees—ordinary, shiftwork and penalty rates

	All employees	Shiftworkers				All employees
	Day	Outside normal span of hours ¹	Continuous night shift ²	Saturday	Sunday	Public holiday
	% of minimum hourly rate					
	125%	140%	155%	175%	225%	150%
	\$	\$	\$	\$	\$	\$
Cleaner	26.66	29.86	33.06	37.33	47.99	32.00

Commented [FWC42]: (Minimum weekly rate ÷ 38) in cl 16.1(d).

Commented [FWC43]: Minimum hourly rate + 25% casual loading in cl 11.2.

Commented [FWC44]: Relevant percentages in cl 21.1, 21.2, 21.3 and 21.4 + 25% casual loading in cl 11.2.. See also cl 21.5.

Commented [FWC45]: See cl 28.2(b).

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	All employees	Shiftworkers				All employees
	Day	Outside normal span of hours ¹	Continuous night shift ²	Saturday	Sunday	Public holiday
	% of minimum hourly rate					
	125%	140%	155%	175%	225%	150%
Driver—Grade 1	27.76	31.09	34.43	38.87	49.97	33.32
Driver—Grade 2	28.49	31.91	35.32	39.88	51.28	34.19
Caretaker	28.49	31.91	35.32	39.88	51.28	34.19

Commented [FWC42]: (Minimum weekly rate ÷ 38) in cl 16.1(d).

Commented [FWC43]: Minimum hourly rate + 25% casual loading in cl 11.2.

Commented [FWC44]: Relevant percentages in cl 21.1, 21.2, 21.3 and 21.4 + 25% casual loading in cl 11.2.. See also cl 21.5.

Commented [FWC45]: See cl 28.2(b).

¹**Outside normal span of hours** means where the ordinary rostered hours of work of an employee finish between 7.00 pm and 7.00 am or commence between 7.00 pm and 7.00 am in accordance with clause 21.1.

²**Continuous night shift** means where a shiftworker is required to work ordinary hours continuously for a period exceeding ~~four~~ 4 weeks on a shift wholly within the hours of 7.00 pm and 7.00 am the employee, paid with respect to that shift in accordance with clause 21.2.

DRAFT

Schedule C—Summary of Monetary Allowances

Monetary amounts in this clause adjusted as a result of AWR 2019 – changes not tracked

See clause 18—Allowances for full details of allowances payable under this award.

C.1 Wage-related allowances

C.1.1 The wage-related allowances in this award are based on the standard rate as defined in clause 2—Definitions as the minimum weekly wage for an Aboriginal and/or Torres Strait Islander Health Worker Grade 2 Level 1 in clause 16.1(a) = **\$959.30**.

Allowance	Clause	% of <u>standard rate</u>	\$	Payable
Bilingual qualification allowance—Level 1	18.2(a)	206.93%	1985.08	per annum
Bilingual qualification allowance—Level 2	18.2(a)	414.18%	3973.23	per annum
On-call and recall allowances—After ordinary working hours—other than public holiday	20.6(a)(i)	1.97%	18.90	per any 24 hour period or part thereof
On-call and recall allowances—Public holiday	20.6(a)(ii)	3.94%	37.80	per any 24 hour period or part thereof

C.1.2 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.

C.2 Expense-related allowance

C.2.1 The following expense-related allowances will be payable to employees in accordance with clause 18.3:

Allowance	Clause	\$	Payable
Clothing allowance—Uniform allowance—the lesser of:	18.3(a)(i)		
– Per day or part thereof; or <u>OR</u>		1.20	per day or part thereof
– Per week		5.92	per week
Clothing allowance—Laundry allowance—the lesser of:	18.3(a)(ii)		

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Allowance	Clause	\$	Payable
– Per day or part thereof; or		0.26	per day or part thereof
– Per week		1.29	per week
Travelling, transport and fares—use of own motor vehicle	18.3(b)(i)	0.78	per km
Meal allowance—Overtime of more than one hour after usual finishing time	18.3(c)(i)	13.29	per occasion
Meal allowance—Overtime exceeding four 4 hours	18.3(c)(ii)	11.98	per occasion

C.2.2 Adjustment of expense-related allowances

- (a) At the time of any adjustment to the [standard rate](#), each expense-related allowance will be increased by the relevant adjustment factor. The relevant 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.
- (b) The applicable index figure is the index figure published by the Australian Bureau of Statistics for the Eight Capitals Consumer Price Index (Cat No. 6401.0), as follows:

Allowance	Applicable Consumer Price Index figure
Uniform/laundry allowances	Clothing and footwear group
Meal allowance	Take-away and fast foods sub-group
Vehicle allowance	Private motoring sub-group

Schedule D—Supported Wage System

Monetary amounts in this clause adjusted as a result of AWR 2019 – changes not tracked.

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

D.2 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

D.3 Eligibility criteria

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

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

D.4 Supported wage rates

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

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

D.4.2 Provided that the minimum amount payable must be not less than **\$87** per week.

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

D.5 Assessment of capacity

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

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

D.6 Lodgement of SWS wage assessment agreement

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

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

D.7 Review of assessment

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

D.8 Other terms and conditions of employment

Where an assessment has been made, the applicable percentage will apply to the relevant minimum wage only. Employees covered by the provisions of this schedule will be entitled to the same terms and conditions of employment as other workers covered by this award on a pro rata basis.

D.9 Workplace adjustment

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

D.10 Trial period

D.10.1 In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of this schedule for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding ~~four~~ 4 weeks) may be needed.

D.10.2 During that trial period the assessment of capacity will be undertaken and the percentage of the relevant minimum wage for a continuing employment relationship will be determined.

D.10.3 The minimum amount payable to the employee during the trial period must be no less than \$87 per week.

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

D.10.5 Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment will be entered into based on the outcome of assessment under clause D.5.

~~Schedule F~~ Schedule E—Agreement for Time Off Instead of Payment for Overtime

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

Name of employee: _____

Name of employer: _____

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

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

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

Amount of overtime worked: _____ hours and _____ minutes

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

Signature of employee: _____

Date signed: ___/___/20___

Name of employer representative: _____

Signature of employer representative: _____

Date signed: ___/___/20___

~~Schedule G~~ **Schedule F**—Agreement to Take Annual Leave in Advance

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

Name of employee: _____

Name of employer: _____

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

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

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

Signature of employee: _____

Date signed: ____/____/20____

Name of employer representative: _____

Signature of employer representative: _____

Date signed: ____/____/20____

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

I agree that:

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

Name of parent/guardian: _____

Signature of parent/guardian: _____

Date signed: ____/____/20____

~~Schedule H~~ **Schedule G**—Agreement to Cash Out Annual Leave

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

Name of employee: _____

Name of employer: _____

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

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

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

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

Signature of employee: _____

Date signed: ____/____/20__

Name of employer representative: _____

Signature of employer representative: _____

Date signed: ____/____/20__

Include if the employee is under 18 years of age:

Name of parent/guardian: _____

Signature of parent/guardian: _____

Date signed: ____/____/20__

~~Schedule I~~**Schedule H**—Part-day Public Holidays

Schedule H amended in accordance with [\[2019\] FWCFB 5145](#) at [52] and [PR712265](#).

~~I.1~~**H.1** This schedule operates where this award otherwise contains provisions dealing with public holidays that supplement the [NES](#).

~~I.2~~**H.2** Where a part-day public holiday is declared or prescribed between 7.00 pm and midnight on Christmas Eve (24 December in each year) or New Year's Eve (31 December in each year) 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 7.00 pm 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 7.00 pm 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 7.00 pm 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 7.00 pm 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 H.2(f) applies, where an employee works any hours between 7.00 pm 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 7.00 pm and midnight.
- (g) An employee not rostered to work between 7.00 pm and midnight, other than an employee who has exercised their right in accordance with clause H.2(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.

~~I.3~~**H.3** An employer and employee may agree to substitute another part-day for a part-day that would otherwise be a part-day public holiday under the NES.

~~L4H.4~~ This schedule is not intended to detract from or supplement the [NES](#)

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