

## Health Professionals and Support Services Industry and Occupational Award 2010

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## Part 1—Application and Operation

### 1. Title

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

### 2. Commencement date

This award commences on 1 January 2010.

### 3. Definitions and interpretation

3.1 In this award, unless the contrary intention appears:

**Act** means the *Workplace Relations Act 1996* (Cth)

**Commission** means the Australian Industrial Relations Commission or its successor

**employee** has the meaning in the Act

**employer** has the meaning in the Act

**enterprise award** has the meaning in the Act

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

**NAPSA** means notional agreement preserving a State award and has the meaning in the Act

**NES** means National Employment Standards

**standard rate** means the minimum wage for a health professional employee—level 1 pay point 2 in clause 15.1

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

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

## **4. Coverage**

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

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

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

**4.3** The award does not cover an employer bound by an enterprise award with respect to any employee who is covered by the enterprise award.

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

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

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

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

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

## **7. Award flexibility**

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

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

**7.2** The employer and the individual employee must have genuinely made the agreement without coercion or duress.

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- 7.3** The agreement between the employer and the individual employee must:
- (a) be confined to a variation in the application of one or more of the terms listed in clause 7.1; and
  - (b) not disadvantage the individual employee in relation to the individual employee's terms and conditions of employment.
- 7.4** For the purposes of clause 7.3(b) the agreement will be taken not to disadvantage the individual employee in relation to the individual employee's terms and conditions of employment if:
- (a) the agreement does not result, on balance, in a reduction in the overall terms and conditions of employment of the individual employee under this award and any applicable agreement made under the Act, as those instruments applied as at the date the agreement commences to operate; and
  - (b) the agreement does not result in a reduction in the terms and conditions of employment of the individual employee under any other relevant laws of the Commonwealth or any relevant laws of a State or Territory.
- 7.5** The agreement between the employer and the individual employee must also:
- (a) be in writing, name the parties to the agreement and be signed by the employer and the individual employee and, if the employee is under 18 years of age, the employee's parent or guardian;
  - (b) state each term of this award that the employer and the individual employee have agreed to vary;
  - (c) detail how the application of each term has been varied by agreement between the employer and the individual employee;
  - (d) detail how the agreement does not disadvantage the individual employee in relation to the individual employee's terms and conditions of employment; and
  - (e) state the date the agreement commences to operate.
- 7.6** The employer must give the individual employee a copy of the agreement and keep the agreement as a time and wages record.
- 7.7** An employer seeking to enter into an agreement must provide a written proposal to the employee. Where the employee's understanding of written English is limited the employer must take measures, including translation into an appropriate language, to ensure the employee understands the proposal.
- 7.8** The agreement may be terminated:
- (a) by the employer or the individual employee giving four weeks' notice of termination, in writing, to the other party and the agreement ceasing to operate at the end of the notice period; or
  - (b) at any time, by written agreement between the employer and the individual employee.

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

## Part 2—Consultation and Dispute Resolution

### 8. Consultation regarding major workplace change

#### 8.1 Employer to notify

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

#### 8.2 Employer to discuss change

- (a) The employer must discuss with the employees affected and their representatives, if any, the introduction of the changes referred to in clause 8.1, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees and must give prompt consideration to matters raised by the employees and/or their representatives in relation to the changes.
- (b) The discussions must commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in clause 8.1.
- (c) For the purposes of such discussion, the employer must provide in writing to the employees concerned and their representatives, if any, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees provided that no employer is required to disclose confidential information the disclosure of which would be contrary to the employer's interests.

## **9. Dispute resolution**

- 9.1** In the event of a dispute about a matter under this award, or a dispute in relation to the NES, in the first instance the parties must attempt to resolve the matter at the workplace by discussions between the employee or employees concerned and the relevant supervisor. If such discussions do not resolve the dispute, the parties will endeavour to resolve the dispute in a timely manner by discussions between the employee or employees concerned and more senior levels of management as appropriate.
- 9.2** If a dispute about a matter arising under this award or a dispute in relation to the NES is unable to be resolved at the workplace, and all appropriate steps under clause 9.1 have been taken, a party to the dispute may refer the dispute to the Commission.
- 9.3** The parties may agree on the process to be utilised by the Commission including mediation, conciliation and consent arbitration.
- 9.4** Where the matter in dispute remains unresolved, the Commission may exercise any method of dispute resolution permitted by the Act that it considers appropriate to ensure the settlement of the dispute.
- 9.5** An employer or employee may appoint another person, organisation or association to accompany and/or represent them for the purposes of this clause.
- 9.6** While the dispute resolution procedure is being conducted, work must continue in accordance with this award and the Act. Subject to applicable occupational health and safety legislation, an employee must not unreasonably fail to comply with a direction by the employer to perform work, whether at the same or another workplace that is safe and appropriate for the employee to perform.

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

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

#### **10.1 Employment categories**

- (a) Employees under this award will be employed in one of the following categories:
- (i) full-time;
  - (ii) part-time; or
  - (iii) casual.

#### **10.2 Full-time employment**

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

### **10.3 Part-time employment**

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

### **10.4 Casual employment**

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

## **11. Termination of employment**

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

### **11.2 Notice of termination by an employee**

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

### **11.3 Job search entitlement**

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

## **12. Redundancy**

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

### **12.2 Transfer to lower paid duties**

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

### **12.3 Employee leaving during notice period**

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

### **12.4 Job search entitlement**

- (a) An employee given notice of termination in circumstances of redundancy must be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- (b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee must, at the request of the employer, produce proof of attendance at an interview or they will not be entitled to payment for the time absent. For this purpose a statutory declaration is sufficient.
- (c) This entitlement applies instead of clause 11.3.

### **12.5 Transitional provisions**

- (a) Subject to clause 12.5(b), an employee whose employment is terminated by an employer is entitled to redundancy pay in accordance with the terms of a NAPSA:
  - (i) that would have applied to the employee immediately prior to 1 January 2010, if the employee had at that time been in their current circumstances of employment and no agreement made under the Act had applied to the employee; and
  - (ii) that would have entitled the employee to redundancy pay in excess of the employee's entitlement to redundancy pay, if any, under the NES.
- (b) The employee's entitlement to redundancy pay under the NAPSA is limited to the amount of redundancy pay which exceeds the employee's entitlement to redundancy pay, if any, under the NES.
- (c) This clause does not operate to diminish an employee's entitlement to redundancy pay under any other instrument.
- (d) Clause 12.5 ceases to operate on 31 December 2014.

## Part 4—Minimum Wages and Related Matters

### 13. Classifications

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

### 14. Minimum weekly wages for support services employees

	Per week
	\$
Level 1	580.00
Level 2	605.00
Level 3	630.00
Level 4	637.60
Level 5	660.00
Level 6	697.00
Level 7	710.00
Level 8	
Pay Point 1	735.00
Pay Point 2	755.00
Pay Point 3	810.00
Level 9	
Pay Point 1	825.00
Pay point 2	855.00
Pay Point 3	862.00

**15. Minimum weekly wages for health professional employees**

**15.1 Health professional employee—level 1**

	<b>Per week</b>
	<b>\$</b>
Pay point 1 (UG 2 qualification)	670.00
Pay point 2 (three year degree entry)	697.00
Pay point 3 (four year degree entry)	729.00
Pay point 4 (masters degree entry)	755.00
Pay point 5 (PhD entry)	825.00
Pay point 6	855.00

**15.2 Progression through level 1**

Employees will enter at the relevant pay point and then progress annually until they reach Pay point 6.

**15.3 Health professional employee—level 2**

	<b>Per week</b>
	<b>\$</b>
Pay point 1	860.00
Pay point 2	892.00
Pay point 3	927.00
Pay point 4	965.00

**15.4 Health professional employee—level 3**

	<b>Per week</b>
	<b>\$</b>
Pay point 1	1,008.00
Pay point 2	1,037.00
Pay point 3	1,060.00
Pay point 4	1,108.00
Pay point 5	1,150.00

**15.5 Health professional employee—level 4**

	<b>Per week</b>
	<b>\$</b>
Pay point 1	1226.00
Pay point 2	1310.00
Pay point 3	1427.00
Pay point 4	1578.00

**16. Supported wage system**

See Schedule C

**17. National training wage**

See Schedule D

**18. Allowances**

**18.1 Adjustment of expense related allowances**

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

<b>Allowance</b>	<b>Applicable CPI figure</b>
Meal allowance	Take away and fast foods sub-group
Clothing, equipment and tools allowance	Clothing and footwear group
Tools allowance	Tools component of the household appliances, utensils and tools sub-group
Vehicle/travel allowance	Private motoring sub-group
Board and lodging	Weighted average eight capital cities—CPI

**18.2 Blood check allowance**

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

**18.3 Clothing and equipment**

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

**18.4 Damaged clothing allowance**

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

**18.5 Deduction for board and lodging**

- (a) Where the employer provides board and lodging, the wage rates prescribed in this award will be reduced by the following amounts per week:
  - (i) employees receiving full adult rate of pay—\$20.40;
  - (ii) trainees—\$9.20; or
  - (iii) where the employee buys their meals at ruling cafeteria rates, by an additional amount of—\$12.70.

**18.6 Heat allowance**

- (a) Where work continues for more than two hours in temperatures exceeding 46 degrees celsius employees will be entitled to 20 minutes rest after every two hours work without deduction of pay.
- (b) It will be the responsibility of the employer to ascertain the temperature.
- (c) The following amounts will be paid to employees employed at their current place of work prior to 8 August 1991, in the prescribed circumstances in addition to any other amounts specified elsewhere in this award.
- (d) Where an employee works for more than one hour in the shade in places where the temperature is raised by artificial means and:
  - (i) exceeds 40 degrees celsius but does not exceed 46 degrees celsius—0.05% of the standard rate per hour or part thereof.
  - (ii) exceeds 46 degrees celsius—0.06% of standard rate per hour or part thereof.

**18.7 Meal allowances**

- (a) An employee will be supplied with an adequate meal where an employer has adequate cooking and dining facilities or be paid a meal allowance in addition to any overtime payment as follows:
  - (i) When required to work after the usual finishing hour of work beyond one hour or, in the case of shiftworkers, when the overtime work on any shift exceeds one hour—\$10.00. Provided that where such overtime work exceeds four hours a further meal allowance of \$9.00 will be paid.
- (b) Clause 18.7(a) will not apply when an employee could reasonably return home for a meal within the meal break.
- (c) On request meal allowance will be paid on the same day as overtime is worked.

**18.8 Nauseous work allowance**

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

**18.9 Occasional interpreting allowance**

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

**18.10 On call allowance**

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

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

**18.11 Telephone allowance**

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

**18.12 Tool allowance**

A tool allowance of \$10.25 per week for the supply and maintenance of tools will be paid to chefs and cooks who are not provided with all necessary tools by the employer.

**18.13 Travelling, transport and fares**

- (a) An employee required and authorised to use their own motor vehicle in the course of their duties will be paid an allowance of not less than \$0.74 per kilometre.
- (b) When an employee is involved in travelling on duty, if the employer cannot provide the appropriate transport, all reasonably incurred expenses in respect to fares, meals and accommodation will be met by the employer on production of receipted account(s) or other evidence acceptable to the employer.
- (c) Provided further that the employee will not be entitled to reimbursement for expenses referred to in clause 18.13(b), which exceed the mode of transport, meals or the standard of accommodation agreed with the employer, for these purposes.

**19. District allowances**

**19.1 Northern Territory**

An employee in the Northern Territory is entitled to payment of a district allowance in accordance with the terms of an award made under the *Workplace Relations Act 1996* (Cth):

- (a) that would have applied to the employee immediately prior to 1 January 2010, if the employee had at that time been in their current circumstances of employment and no agreement made under that Act had applied to the employee; and
- (b) that would have entitled the employee to payment of a district allowance.

**19.2 Western Australia**

An employee in Western Australia is entitled to payment of a district allowance in accordance with the terms of a NAPSA or an award made under the *Workplace Relations Act 1996* (Cth):

- (a) that would have applied to the employee immediately prior to 1 January 2010, if the employee had at that time been in their current circumstances of employment and no agreement made under that Act had applied to the employee; and
- (b) that would have entitled the employee to payment of a district allowance.

**19.3** This clause ceases to operate on 31 December 2014.

**20. Payment of wages**

**20.1 Frequency of payment**

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

**20.2 Method of payment**

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

**21. Accident pay**

**21.1** Subject to clause 21.2, an employee is entitled to accident pay in accordance with the terms of:

- (a) a NAPSA that would have applied to the employee immediately prior to 1 January 2010 or an award made under the *Workplace Relations Act 1996* (Cth) that would have applied to the employee immediately prior to 27 March 2006, if the employee had at that time been in their current circumstances of employment and no agreement made under the *Workplace Relations Act 1996* (Cth) had applied to the employee; and
- (b) that would have entitled the employee to accident pay in excess of the employee's entitlement to accident pay, if any, under any other instrument.

**21.2** The employee's entitlement to accident pay under the NAPSA or award is limited to the amount of accident pay which exceeds the employee's entitlement to accident pay, if any, under any other instrument.

**21.3** This clause does not operate to diminish an employee's entitlement to accident pay under any other instrument.

**21.4** This clause ceases to operate on 31 December 2014.

## **22. Superannuation**

### **22.1 Superannuation legislation**

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

### **22.2 Employer contributions**

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

### **22.3 Voluntary employee contributions**

- (a) Subject to the governing rules of the relevant superannuation fund, an employee may, in writing, authorise their employer to pay on behalf of the employee a specified amount from the post-taxation wages of the employee into the same superannuation fund as the employer makes the superannuation contributions provided for in clause 22.2.
- (b) An employee may adjust the amount the employee has authorised their employer to pay from the wages of the employee from the first of the month following the giving of three months' written notice to their employer.
- (c) The employer must pay the amount authorised under clauses 22.3(a) or (b) no later than 28 days after the end of the month in which the deduction authorised under clauses 22.3(a) or (b) was made.

## 22.4 Superannuation fund

Unless, to comply with superannuation legislation, the employer is required to make the superannuation contributions provided for in clause 22.2 to another superannuation fund that is chosen by the employee, the employer must make the superannuation contributions provided for in clause 22.2 and pay the amount authorised under clauses 22.3(a) or (b) to one of the following superannuation funds:

- (a) First State Superannuation Scheme;
- (b) Health Industry Plan;
- (c) Health Employees Superannuation Trust of Australia (HESTA);
- (d) Health Super Fund;
- (e) National Catholic Superannuation Fund;
- (f) Sisters of Mercy Staff Superannuation Scheme;
- (g) Sunsuper;
- (h) Tasplan;
- (i) Uniting Church Employees Superannuation Plan; or
- (j) 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.

## 22.5 Absence from work

Subject to the governing rules of the relevant superannuation fund, the employer must also make the superannuation contributions provided for in clause 22.2 and pay the amount authorised under clauses 22.3(a) or (b):

- (a) **Paid leave**—while the employee is on any paid leave;
- (b) **Work-related injury or illness**—for the period of absence from work (subject to a maximum of 52 weeks) of the employee due to work-related injury or work-related illness provided that:
  - (i) the employee is receiving workers compensation payments or is receiving regular payments directly from the employer in accordance with the statutory requirements; and
  - (ii) the employee remains employed by the employer.

NOTE: Clause 22.5 will only apply if there was a pre-existing award provision to this effect.

## Part 5—Hours of Work and Related Matters

### 23. Ordinary hours of work

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

### 24. Span of hours

- (a) The ordinary hours of work for a day worker will be worked between 6.00 am and 6.00 pm Monday to Friday.

(b) **Private dental practices**

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

(c) **Private medical imaging practices**

(i) **Five and a half day practice**

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

(ii) **Seven day practice**

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

- (d) A shiftworker is an employee who is regularly rostered to work their ordinary hours outside the ordinary hours of work of a day worker as defined in clauses 24(a), (b) and (c).

### 25. Rostering

- (a) The ordinary hours of work for each employee will be displayed on a fortnightly roster in a place conveniently accessible to employees. The roster will be posted at least two weeks before the commencement of the roster period.

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- (b) Seven days' notice will be given of a change in a roster. However, a roster may be altered at any time to enable the functions of the hospital, facility or organisation to be carried on where another employee is absent from duty on account of illness or in an emergency.
- (c) Unless the employer otherwise agrees, an employee desiring a roster change will give seven days notice except where the employee is ill or in an emergency.

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

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

## **27. Breaks**

### **27.1 Meal breaks**

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

### **27.2 Tea breaks**

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

## **28. Overtime penalty rates**

### **28.1 Overtime rates**

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

**28.2 Rest period after overtime**

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

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

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

**28.4 Recall to work overtime**

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

**28.5 Rest break during overtime**

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

**29. Shiftwork**

- 29.1** Where the ordinary rostered hours of work of an employee finish between 6.00 pm and 8.00 am or commence between 6.00 pm and 6.30 am, the employee will be paid an additional loading of 15% of their ordinary rate of pay.

**30. Higher duties**

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

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

## **Part 6—Leave and Public Holidays**

### **31. Annual leave**

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

#### **31.1 Quantum of leave**

- (a) In addition to the entitlements in the NES, a shiftworker or an employee who works for more than four ordinary hours on 10 or more weekends is entitled to an additional week's annual leave on the same terms and conditions.
- (b) For the purpose of the NES a shiftworker is defined as an employee who is regularly rostered to work their ordinary hours outside the ordinary hours of work of a dayworker as defined in clauses 24(a), (b) and (c).

#### **31.2 Annual leave loading**

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

#### **31.3 Leave in advance**

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

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

Where an employer temporarily closes a dental or medical practice, an employee may be directed to take paid annual leave during part or all of this period. Where an employee does not have sufficient accrued annual leave for this period, they may be required to take annual leave in advance.

## **32. Public holidays**

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

### **32.1 Substitution**

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

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

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

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

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

## **34. Community service leave**

Community service leave is provided for in the NES.

## Schedule A—Classification Definitions

### A.1 Support services employees—definitions

#### A.1.1 Support services employee—level 1

##### Entry level:

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

An employee at this level:

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

Indicative roles at this level are:

<b>General and administrative services</b>	<b>Food services</b>	<b>Technical and clinical</b>
General Clerk	Food and Domestic Services Assistant	CSSD Attendant
Laundry Hand		Laboratory Assistant
Incinerator Operator		Darkroom Processor
Car Park Attendant		Animal House Attendant
Hospital Orderly		Orthotic Technician
Cleaner		Nursing Attendant
Seamsperson		Theatre Attendant
Assistant Gardener		Recording Attendant (including EEG & ECG)
		Social Work/Welfare Aide

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**A.1.2 Support services employee—level 2**

An employee at this level:

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

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

<b>General and administrative services</b>	<b>Food services</b>	<b>Technical and clinical</b>
General Clerk/Typist (between 3 months and less than 1 years service)	Cook	Instrument Technician
Gardener (non-trade)		
Storeperson		
Maintenance/Handyperson (unqualified)		
Driver (less than 3 tonne)		

**A.1.3 Support services employee—level 3**

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

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

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

Indicative roles performed at this level are:

**General and administrative services**

General Clerk/Typist (second and subsequent years of service)

Receptionist

Driver (less than 3 tonne) who is required to hold a St John Ambulance First Aid Certificate.

**Food services**

Food Monitor

**Technical and clinical**

Personal Care Worker

Theatre Technician

Laboratory Assistant

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**A.1.4 Support services employee—level 4**

An employee at this level:

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

Indicative roles performed at this level are:

<b>General and administrative services</b>	<b>Food services</b>	<b>Technical and clinical</b>
Clerk (Ward, Casualty, Medical records etc.)	Trade Cook	Personal Care Worker
Maintenance/Handyperson (qualified)		Dental Assistant
Printer (Trade)		Theatre Technician (qualified)
Driver (3 tonne and over)		Instrument Technician (qualified)
Gardener ( Trade)		Pathology Collector
Security Officer		Orthotic Technician

**A.1.5 Support services employee—level 5**

An employee at this level:

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

Indicative roles performed at this level are:

<b>General and administrative services</b>	<b>Food services</b>	<b>Technical and clinical</b>
Medical Audio Typist	Chef Grade C	Personal Care Worker
Medical Stenographer		Dental Assistant
Secretary Interpreter (unqualified)		Orthotic Technician
		Pharmacy Technician

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**A.1.6 Support services employee—level 6**

An employee at this level:

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

Indicative roles performed at this level are:

<b>General and administrative services</b>	<b>Food services</b>	<b>Technical and clinical</b>
Pay Clerk ( Advanced)	Chef Level B	Anaesthetic Technician
Computer Clerk ( Advanced)		Pharmacy Technician
Library Technician		Pathology Technician
Maintenance Tradesperson (Advanced)		Pathology Collector
Printer ( Advanced)		
Gardener ( Advanced)		

**A.1.7 Support services employee—level 7**

An employee at this level:

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

Indicative roles performed at this level are:

<b>General and administrative services</b>	<b>Food services</b>	<b>Technical and clinical</b>
General Clerical Supervisor	Chef Grade A	Personal Care Worker
Interpreter ( Qualified )	Food Services Supervisor	Technical and Therapy Supervisor
Gardener Superintendent		
General Services Supervisor		

**A.1.8 Support services employee—level 8**

Employees at this level will typically have worked or studied in a relevant field and will have achieved a standard of relevant and/or specialist knowledge and experience sufficient to enable them to independently advise on a range of activities and features and contribute, as required, to the determination of objectives, within the relevant field/s of their expertise.

They are responsible and accountable for their own work; and may have delegated responsibility for the work under their control or supervision, in terms of, inter alia, scheduling workloads, resolving operations problems, monitoring the quality of work produced as well as counselling staff for performance as well as work related matters.

They would also be able to train and to supervise employees in lower levels by means of personal instruction and demonstration. They often exercise initiative, discretion and judgment in the performance of their duties.

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

Indicative typical duties and skills in this level may include:

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

**A.1.9 Support services employee—level 9**

Work at this level is usually performed in relation to established priorities, task methodology and work practices to achieve results in line with the organisation goals.

The work may include preparing papers and reports, drafting complex correspondence for senior employees, undertaking activities of a specialist or detailed nature, assisting in the preparation of procedural guidelines, providing, interpreting and analysing information for clients or other interested parties, exercising specific process responsibilities, and overseeing and co-ordinating the work of subordinate staff.

Work at this level includes supervision of a work group, small work area or office within the total organisational structure and co-ordination of a range of organisation functions.

Work is performed under general direction as to work priorities and may be of a technical or professional, project, procedural or processing nature, or a combination of these.

Direction exercised over work performed at this level may be less direct than at lower levels and is usually related to task methodologies and work practices. Employees at this level are expected to set priorities and to monitor work flow in the area of responsibility.

The work at this level requires the application of knowledge usually gained through previous experience in the discipline or from post secondary or tertiary study. The work may require the co-ordination of a range of organisation functions and the exercising of judgment and/or delegated authority in areas where precedents or procedures are not clearly defined.

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

Indicative typical duties and skills at this level may include:

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

## **A.2 Health professional employees— definitions**

A list of common health professionals which are covered by the definitions is contained in Schedule B.

### **A.2.1 Health professional—level 1**

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

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

### **A.2.2 Health professional—level 2**

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

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

### **A.2.3 Health professional—level 3**

A health professional at this level would be experienced and be able to independently apply professional knowledge and judgment when performing novel, complex, or critical tasks specific to their discipline. At this level health professionals will have additional responsibilities

An employee at this level:

- works in an area that requires high levels of specialist knowledge and skill as recognised by the employer;
- is actively contributing to the development of professional knowledge and skills in their field of work as demonstrated by positive impacts on service delivery, positive referral patterns to area of expertise and quantifiable/measurable improvements in health outcomes;
- may be a sole discipline specific health professional in a metropolitan, regional or rural setting who practices in professional isolation from health professionals from the same discipline;
- is performing across a number of recognized specialties within a discipline;
- may be accountable for allocation and/or expenditure of resources and ensuring targets are met and is responsible for ensuring optimal budget outcomes for their customers and communities;

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- may be responsible for providing regular feedback and appraisals for senior staff to improve health outcomes for customers and for maintaining a performance management system; and
- is responsible for providing support for the efficient, cost effective and timely delivery of services.

**A.2.4 Health professional—level 4**

A health professional at this level applies a high level of professional judgment and knowledge when performing a wide range of novel, complex, and critical tasks, specific to their discipline.

An employee at this level:

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

## **Schedule B—List of Common Health Professionals**

Acupuncturist

Aromatherapist

Art Therapist

Audiologist

Biomedical Technologist

Cardiac Technologist Health Information Manager

Child Psychotherapist

Chiropractor

Client Advisor/Rehabilitation Consultant

Clinical Perfusionist

Community Development Worker

Counsellor

Dental Technician

Dental Therapist

Dental Hygienist

Dietician

Exercise Physiologist

Genetics Counsellor

Homeopathist

Masseur, Remedial

Medical Imaging Technologist (MIT)

Medical Laboratory Technician

Medical Librarian

Medical Photographer/Illustrator

Medical Record Administrator

Medical Technician/Renal Dialysis Technician

Musculoskeletal Therapist

Music Therapist

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Myotherapist

Naturopathist

Nuclear Medicine Technologist (NMT)

Occupational Therapist

Orthoptist

Osteopath

Pastoral Carer

Pharmacist

Physiotherapist

Play Therapist

Podiatrist

Prosthetist/Orthotist

Psychologist

Radiation Therapy Technologist (RTT)

Recreation Therapist

Reflexologist

Research Technologist

Scientist

Social Worker

Speech Pathologist

Welfare Worker

Youth Worker