

Health Professionals and Support Services Award 2020

This Fair Work Commission consolidated modern award incorporates all amendments up to and including 27 October 2020 ([PR723827](#)).

Clause(s) affected by the most recent variation(s):

20 – National training wage

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[Varied by [PR721363](#)]

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Part 1 – Application and Operation of this Award

1. Title and commencement

- 1.1 This award is the *Health Professionals and Support Services Award 2020*.
- 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.

2. Definitions

In this award, unless the contrary intention appears:

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

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

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

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

employee means national system employee within the meaning of the [Act](#).

employer means national system employer within the meaning of the [Act](#).

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

health industry has the meaning given in clause 4.2.

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

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

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

private medical, dental, pathology, physiotherapy, chiropractic and osteopathic practice means the practice of any practitioner, such as medical

centre, general practice, specialist practice, family practice, medical clinic, dental practice, pathology practice, physiotherapy practice, chiropractic practice, osteopathic practice and women's health centre, but does not include medical imaging practices, hospitals or hospices.

shiftworker is an employee who is regularly rostered to work their ordinary hours outside the span of ordinary hours of work of a day worker as defined in clause 13.2.

standard rate means the minimum weekly rate for a Health Professional employee – level 1 pay point 2 in clause 17.2.

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

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 this award and the [NES](#) are available to all employees to whom they apply, either on a notice board which is conveniently located at or near the workplace or through accessible electronic means.

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 Schedule A – Classification Definitions to the exclusion of any other modern award; and

(b) employers engaging a health professional employee in the classifications listed in Schedule A – Classification Definitions.

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

4.3 This award covers any employer which supplies labour on an on-hire basis in the health industry 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. Clause 4.3 operates subject to the exclusions from coverage in this award.

4.4 This award covers any employer which supplies on-hire employees in classifications set out in clause 17 – Minimum rates for Health Professional

employees and those on-hire employees, if the employer is not covered by another modern award containing a classification which is more appropriate to the work performed by the employee. Clause 4.4 operates subject to the exclusions from coverage in this award.

4.5 This award covers employers which provide group training services for apprentices and trainees engaged in the health industry and/or parts of that industry and those apprentices and trainees engaged by a group training service hosted by a company to perform work at a location where the activities described herein are being performed. Clause 4.5 operates subject to the exclusions from coverage in this award.

4.6 This award does not cover:

- (a) employees 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.

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

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.

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- 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
 - (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 clause 5.11(b).
- 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 35 – Dispute resolution.

7. Facilitative provisions

- 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:
15.1(b)	Unpaid meal breaks	An individual
15.2(b)	Paid tea breaks	An individual
21.1	Payment of wages	The majority of employees
24.4	Time off instead of payment for overtime	An individual
26.4	Annual leave in advance	An individual
26.6	Cashing out of annual leave	An individual
32.3	Substitution of public holidays by agreement	An individual

Part 2 – Types of Employment and Classifications

8. Types of employment

8.1 Employment categories

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

9. Full-time employees

9.1 A full-time employee is engaged to work:

- (a) 38 ordinary hours per week; or

- (b) an average of 38 ordinary hours per week in a fortnight or 4 week period.

10. Part-time employees

10.1 A part-time employee:

- (a) is engaged to work less than an average of 38 hours per week; and
- (b) has reasonably predictable hours of work.

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

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

10.3 The terms of the agreement in clause 10.2 may be varied by agreement and recorded in writing.

11. Casual employees

11.1 A casual employee is an employee engaged on an hourly basis, other than as a part-time, full-time or fixed-term employee.

11.2 A casual employee can be engaged to work up to and including 38 ordinary hours per week.

11.3 Subject to clause 11.4 the minimum period of engagement of a casual employee is 3 hours.

11.4 The minimum period of engagement of cleaners employed in private medical practices is 2 hours.

11.5 Casual loading

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

11.6 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 clause 11.6 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 clause 11.6(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.

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- (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 35 – 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 11.6, 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 11.6.
- (o) Nothing in clause 11.6 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 11.6 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 clause 11.6 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 clause 11.6 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 11.6(q).

12. Classifications

- 12.1** All employees covered by this award must be classified according to the structure and definitions 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 Ordinary hours

- (a) The ordinary hours of work for a full-time employee are an average of 38 hours per week in a fortnight or 4 week period.
- (b) Not more than 10 ordinary hours of work (exclusive of meal breaks) are to be worked in any one day.

13.2 Span of hours – day workers

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

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

- (i) 7.30 am and 9.00 pm, Monday to Friday; and
 - (ii) 8.00 am and 4.30 pm on Saturday.
- (c) **Private medical imaging practices – five and a half day practices**
Where a practice services patients on a 5.5 day a week basis, the ordinary hours of work for an employee are worked between:
 - (i) 7.00 am and 9.00 pm, Monday to Friday; and
 - (ii) 8.00 am and 1.00 pm on Saturday.

(d) Private medical imaging practices—seven day practices

Where the work location of a practice services patients on a 7 day a week basis, the ordinary hours of work for an employee at that location are worked between 7.00 am and 9.00 pm, Monday to Sunday.

14. Rostering arrangements

14.1 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 2 weeks before the commencement of the roster period.
- (b) Seven days' notice will be given of a change in a roster. However, a roster may be altered at any time to enable the functions of the hospital, facility or organisation to be carried on where another employee is absent from duty pursuant to clauses 27–Personal/carer's leave and compassionate leave; 30–Ceremonial leave and 31–Unpaid family and domestic violence leave, or in an emergency.
- (c) Unless the employer otherwise agrees, an employee desiring a roster change will give 7 days' notice except where the employee is ill or in an emergency.

15. Breaks

15.1 Unpaid meal breaks

- (a) An employee who works in excess of 5 hours will be entitled to an unpaid meal break of 30 to 60 minutes.
- (b) The time of taking the meal break may be varied by agreement between the employer and employee.
- (c) An employee who works not more than 6 hours may elect to forgo the meal break, with the consent of the employer.

15.2 Paid tea breaks

- (a) Every employee will be entitled to a paid 10 minute tea break in each 4 hours worked at a time to be agreed between the employer and employee.
- (b) Subject to agreement between the employer and employee, such breaks may be taken as one 20 minute tea break.
- (c) Tea breaks will be counted as time worked.

Part 4 – Wages and Allowances

16. Minimum rates for Support Services employees

[Varied by [PR718844](#)]

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

16.1 Progression through pay points

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

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

having regard to the acquisition and use of skills.

16.2 Support Services employees

[16.2 varied by [PR718844](#) ppc 01Jul20]

Employee classification	Minimum weekly rate (full-time employee)	Minimum hourly rate
	\$	\$
Level 1	801.40	21.09
Level 2	834.60	21.96
Level 3	867.30	22.82
Level 4	877.60	23.09
Level 5	907.30	23.88
Level 6	956.20	25.16
Level 7	973.40	25.62
Level 8 – pay point 1	1006.40	26.48
Level 8 – pay point 2	1032.90	27.18
Level 8 – pay point 3	1105.50	29.09
Level 9 – pay point 1	1125.20	29.61
Level 9 – pay point 2	1165.20	30.66

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Employee classification	Minimum weekly rate (full-time employee)	Minimum hourly rate
Level 9 – pay point 3	1174.40	30.91

NOTE: See Schedule C – Summary of Hourly Rates for a summary of hourly rates of pay including overtime and penalty rates.

16.3 Juniors in Support Services

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

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

16.4 Cooking apprentice rates

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

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

16.5 Dental Technician apprentice rates

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

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

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Year of apprenticeship	Apprentices who have not completed year 12	Apprentices who have completed year 12
	% of Level 4 rate	
3rd year	67	67
4th year	80	80

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

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

16.6 Gardening and Landscaping apprentice rates

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

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

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

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

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

16.7 Adult apprentice rates

- (a) The minimum rate for an adult apprentice who commenced on or after 1 January 2014 and is in the first year of their apprenticeship must be 80% of the minimum rate for Level 4 in clause 16.2, or the rate prescribed by clause 16.4, 16.5 or 16.6 for the relevant year of the apprenticeship, whichever is the greater.
- (b) The minimum rate for an adult apprentice who commenced on or after 1 January 2014 and is in the second or subsequent years of their apprenticeship must be the rate for the lowest adult classification in clause 16.2 or the rate prescribed by the relevant apprenticeship clause 16.4, 16.5 or 16.6 for the relevant year of the apprenticeship, whichever is the greater.
- (c) A person employed by an employer under this award immediately prior to entering into a training agreement as an adult apprentice with that employer must not suffer a reduction in their minimum wage by virtue of entering into the training agreement, provided that the person has been an employee in that enterprise for at least:
 - (i) 6 months as a full-time employee; or
 - (ii) 12 months as a part-time or regular and systematic casual employee,
 immediately prior to commencing the apprenticeship.
- (d) For the purpose only of fixing a minimum rate, an adult apprentice meeting the requirements of clause 16.7(c) must continue to receive the minimum rate that applies to the classification specified in clause 16.2 in which the adult apprentice was engaged immediately prior to entering into the training agreement.

16.8 Apprentice conditions of employment

- (a) Except as provided in clause 16.8 or where otherwise stated, all conditions of employment specified in this award apply to apprentices.
- (b) Where an apprentice is required to attend block release training for training identified in or associated with their training contract, and such training requires an overnight stay, the employer must pay for the excess reasonable travel costs incurred by the apprentice in the course of travelling to and from such training. Provided that clause 16.8 will not

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apply where the apprentice could attend an alternative Registered Training Organisation (RTO) and the use of the more distant RTO is not agreed between the employer and the apprentice.

- (c) For the purposes of 16.8(b) above, excess reasonable travel costs include the total costs of reasonable transportation (including transportation of tools where required), accommodation costs incurred while travelling (where necessary) and reasonable expenses incurred while travelling, including meals, which exceed those incurred in travelling to and from work. For the purposes of clause 16.8, excess travel costs do not include payment for travelling time or expenses incurred while not travelling to and from block release training.
- (d) The amount payable by an employer under 16.8(b) may be reduced by an amount the apprentice is eligible to receive for travel costs to attend block release training under a Government apprentice assistance scheme. This will only apply if an apprentice has either received such assistance or their employer has advised them in writing of the availability of such assistance.
- (e) All training fees charged by an RTO for prescribed courses and the cost of all prescribed textbooks (excluding those textbooks which are available in the employer's technical library) for the apprenticeship, which are paid by an apprentice, shall be reimbursed by the employer within 6 months of the commencement of the apprenticeship or the relevant stage of the apprenticeship, or within 3 months of the commencement of the training provided by the RTO, whichever is the later, unless there is unsatisfactory progress.
- (f) An employer may meet its obligations under 16.8(e) by paying any fees and/or cost of textbooks directly to the RTO.
- (g) An apprentice is entitled to be released from work without loss of continuity of employment and to payment of the appropriate wages to attend any training and assessment specified in, or associated with, the training contract.
- (h) Time spent by an apprentice in attending any training and/or assessment specified in, or associated with, the training contract is to be regarded as time worked for the employer for the purposes of calculating the apprentice's wages and determining the apprentice's employment conditions. Clause 16.8(h) operates subject to the provisions of Schedule E – School-based Apprentices.
- (i) No apprentice will, except in an emergency, work or be required to work overtime or shiftwork at times which would prevent their attendance at training consistent with their training contract.

17. Minimum rates for Health Professional employees

17.1 Progression through pay points

(a) Progression through level 1

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

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

(b) Progression through levels 2-4

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

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

having regard to the acquisition and use of skills.

17.2 Health Professional employee – level 1

[17.2 varied by [PR718844](#) ppc 01Jul20]

	Minimum weekly rate (full-time employee)	Minimum hourly rate
	\$	\$
Pay point 1 (UG 2 qualification)	920.60	24.23
Pay point 2 (3 year degree entry)	956.20	25.16
Pay point 3 (4 year degree entry)	998.40	26.27
Pay point 4 (Masters degree entry)	1032.90	27.18
Pay point 5 (PhD entry)	1125.20	29.61
Pay point 6	1165.20	30.66

17.3 Health Professional employee – level 2

[17.3 varied by [PR718844](#) ppc 01Jul20]

	Minimum weekly rate (full-time employee)	Minimum hourly rate
	\$	\$
Pay point 1	1171.50	30.83
Pay point 2	1214.10	31.95
Pay point 3	1260.40	33.17
Pay point 4	1310.50	34.49

17.4 Health Professional employee – level 3

[17.4 varied by [PR718844](#) ppc 01Jul20]

	Minimum weekly rate (full-time employee)	Minimum hourly rate
	\$	\$
Pay point 1	1367.40	35.98
Pay point 2	1405.70	36.99
Pay point 3	1436.00	37.79
Pay point 4	1499.70	39.47
Pay point 5	1555.10	40.92

17.5 Health Professional employee – level 4

[17.5 varied by [PR718844](#) ppc 01Jul20]

	Minimum weekly rate (full-time employee)	Minimum hourly rate
	\$	\$
Pay point 1	1655.60	43.57
Pay point 2	1766.90	46.50
Pay point 3	1921.40	50.56
Pay point 4	2121.10	55.82

NOTE: See Schedule C – Summary of Hourly Rates for a summary of hourly rates of pay including overtime and penalty rates.

18. Higher duties

- 18.1** A Support Services employee engaged for 2 hours or less in any duties carrying a higher rate than the classification in which they are ordinarily employed will be paid at the higher rate for the time worked at the higher level.
- 18.2** A Support Services employee engaged for more than 2 hours in any duties carrying a higher rate than the classification in which they are ordinarily employed will be paid at the higher rate for the full day or shift worked at the higher level.
- 18.3** An employee classified as a Health Professional who is authorised to assume the duties of another employee on a higher classification under this award for a period of 5 or more consecutive working days will be paid for the period for which they assumed such duties at not less than the minimum rate prescribed for the classification applying to the employee so relieved.

19. Supported wage system

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

20. National training wage

[Varied by [PR718844](#), [PR723827](#)]

- 20.1** Schedule E to the *Miscellaneous Award 2020* sets out minimum wage rates and conditions for employees undertaking traineeships.

[20.2 varied by [PR723827](#) ppc 01Nov20]

- 20.2** This award incorporates the terms of Schedule E to the *Miscellaneous Award 2020* as at 1 November 2020. Provided that any reference to “this award” in Schedule E to the *Miscellaneous Award 2020* is to be read as referring to the *Health Professionals and Support Services Award 2020* and not the *Miscellaneous Award 2020*.

[20.3 inserted by [PR718844](#); deleted by [PR723827](#) ppc 01Nov20]

21. 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.

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

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

21.3 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 clause 21.3(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: Clause 21.3(b) allows the Commission to make an order delaying the requirement to make a payment under clause 21.3. 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.

22. Allowances

[Varied by [PR718844](#), [PR718999](#)]

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.

22.1 Employers must pay to an employee the allowances the employee is entitled to under this award.

NOTE: See Schedule D – Summary of Monetary Allowances for a summary of monetary allowances and method of adjustment.

22.2 Wage-related allowances

(a) Heat allowance

- (i)** Where work continues for more than 2 hours in temperatures exceeding 46°C employees will be entitled to 20 minutes rest after every 2 hours work without deduction of pay.
- (ii)** It will be the responsibility of the employer to ascertain the temperature.

[22.2(a)(iii) varied by [PR718844](#) ppc 01Jul20]

- (iii)** Employees employed at their current place of work prior to 8 August 1991 working for more than one hour in the shade in places where the temperature is raised by artificial means will be paid the following amounts:

- where the temperature exceeds 40°C but does not exceed 46°C – **\$0.48** per hour or part thereof; or
- where the temperature exceeds 46°C – **\$0.57** per hour or part thereof.

(b) Nauseous work allowance

[22.2(b)(i) varied by [PR718844](#) ppc 01Jul20]

- (i)** An allowance of **\$0.48** 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.

[22.2(b)(ii) varied by [PR718844](#) ppc 01Jul20]

- (ii)** Any employee who is entitled to this allowance will be paid a minimum of **\$2.58** per week for nauseous or offensive work performed in any week.

(c) Occasional interpreting allowance

[22.2(c) varied by [PR718844](#) ppc 01Jul20]

An employee not employed as a full-time interpreter who is required to perform interpreting duties will receive an additional **\$1.05** on each occasion with a maximum additional payment of **\$12.14** per week.

(d) On-call allowance

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

[22.2(d)(i) varied by [PR718844](#) ppc 01Jul20]

- (i) when the on-call period is between Monday and Saturday inclusive – **\$20.65** per 24 hour period; and

[22.2(d)(ii) varied by [PR718844](#) ppc 01Jul20]

- (ii) when the on-call period is on a Sunday or public holiday – **\$41.21** per 24 hour period.

22.3 Expense-related allowances

(a) Blood check allowance

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

(b) Clothing and equipment

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

(ii) Uniform allowance

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

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

whichever is the lesser amount.

(iii) Laundry allowance

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

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

whichever is the lesser amount.

- (iv) The uniform allowance, but not the laundry allowance, will be paid during all absences on leave, except absences on long service leave and absence on personal/carer's leave longer than 21 days. Where, prior to the taking of leave, an employee was paid a uniform allowance other than at the weekly rate, the rate to be paid during absence on leave will be the average of the allowance paid during the 4 weeks immediately preceding the taking of leave.
- (v) Where an employer requires an employee to wear rubber gloves, special clothing or where safety equipment is required for the work performed by an employee, the employer must reimburse the employee for the cost of purchasing the special clothing or safety equipment, except where the clothing or equipment is provided by the employer.

(c) **Damaged clothing allowance**

- (i) Where an employee, in the course of their employment suffers any damage to or soiling of clothing or other personal effects (excluding female hosiery), the employer will be liable for the replacement, repair or the cleaning of the clothing or personal effects provided immediate notification is given of the damage or soiling.
- (ii) Clause 22.3 will not apply where the damage or soiling is caused by the negligence of the employee.

(d) **Deduction for board and lodging**

[22.3(d)(i) varied by [PR718999](#) ppc 01Jul20]

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 – **\$26.41**; or

[22.3(d)(ii) varied by [PR718999](#) ppc 01Jul20]

- (ii) trainees – **\$11.93**; and

[22.3(d)(iii) varied by [PR718999](#) ppc 01Jul20]

- (iii) where the employee buys their meals at ruling cafeteria rates, by an additional amount of – **\$16.46**.

(e) Meal allowances

[22.3(e)(i) varied by [PR718999](#) ppc 01Jul20]

- (i)** When required to work after the usual finishing hour of work beyond one hour or, in the case of shiftworkers, when the overtime work on any shift exceeds one hour, an employee will be:
- supplied with an adequate meal where an employer has adequate cooking and dining facilities; or
 - paid a meal allowance of **\$13.56**.

[22.3(e)(ii) varied by [PR718999](#) ppc 01Jul20]

- (ii)** In addition to the allowance provided for in clause 22.3(e)(i), where overtime work exceeds 4 hours, a further meal allowance of **\$12.23** will be paid.
- (iii)** Clauses 22.3(e)(i) and 22.3(e)(ii) will not apply when an employee could reasonably return home for a meal within the meal break.
- (iv)** On request the meal allowance will be paid on the same day as overtime is worked.

(f) Telephone allowance

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

(g) Tool allowance

[22.3(g) varied by [PR718999](#) ppc 01Jul20]

A tool allowance of **\$11.60** per week for the supply and maintenance of tools will be paid to chefs and cooks who are not provided with all necessary tools by the employer.

(h) Travelling, transport and fares

[22.3(h)(i) varied by [PR718999](#) ppc 01Jul20]

- (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 **\$0.80** per kilometre.
- (ii)** When an employee is involved in travelling on duty, if the employer cannot provide the appropriate transport, all reasonably incurred expenses in respect to fares, meals and accommodation

will be met by the employer on production of receipted account(s) or other evidence acceptable to the employer.

- (iii) The employee will not be entitled to reimbursement for expenses referred to in clause 22.3(h)(ii), which exceed the mode of transport, meals or the standard of accommodation agreed with the employer, for these purposes.

23. Superannuation

23.1 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.

23.2 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.

23.3 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 23.2.
- (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 23.3(a) or 23.3(b) no later than 28 days after the end of the month in which the deduction authorised under clauses 23.3(a) or 23.3(b) was made.

23.4 Superannuation fund

Unless, to comply with superannuation legislation, the employer is required to make the superannuation contributions provided for in clause 23.2 to another superannuation fund that is chosen by the employee, the employer must make the superannuation contributions provided for in clause 23.2 and pay the amount authorised under clauses 23.3(a) or 23.3(b) to one of the following superannuation funds or its successor:

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

Part 5 – Overtime and Penalty Rates

24. Overtime rates

24.1 Overtime is paid in the following circumstances:

- (a) Where a full-time employee:
 - (i) works in excess of their ordinary hours;
 - (ii) works in excess of 10 hours per shift;
- (b) Where a part-time employee:

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- (i) works in excess of their ordinary hours, except where agreement has been reached in accordance with clauses 10.3; and/or
 - (ii) works in excess of 10 hours per shift; and/or
 - (iii) works in excess of an average of 38 hours per week in a fortnight or 4 week period.
- (c) Where a casual employee:
- (i) works in excess of 10 hours per shift; and/or
 - (ii) works in excess of 38 hours per week or 76 hours in a fortnight.
- (d) Where an employee is deprived of part of their break between shifts as required by clause 24.3.

24.2 An employee who works overtime shall be paid the following rates for their employment classification:

- (a) Monday to Saturday – **150%** of the minimum hourly rate for the first 2 hours and **200%** of the minimum hourly rate thereafter;
- (b) Sunday – **200%** of the minimum hourly rate;
- (c) Public Holidays – **250%** of the minimum hourly rate;
- (d) Overtime rates under clause 24 will be in substitution for and not cumulative upon the penalties and loadings prescribed in clause 25 – Penalty rates and shiftwork and the casual loading in clause 11.5.

24.3 Rest period after overtime

- (a) An employee working overtime is entitled to 10 consecutive hours off duty between the termination of work on one day and the commencement of work on the next day, without loss of pay for ordinary hours.
- (b) If, on the instructions of the employer, an employee referred to in clause 24.3(a) does not receive 10 consecutive hours off duty, the employee is entitled:
 - (i) to be paid at a rate of **200%** of the minimum hourly rate applicable to their classification and pay point until being released from duty; and
 - (ii) upon being released from duty, to be absent until they have had at least 10 consecutive hours off duty, without loss of pay for ordinary working time occurring during their absence.

24.4 Time off instead of payment for overtime

- (a) An employee and employer may agree in writing to the employee taking time off instead of being paid for a particular amount of overtime that has been worked by the employee.
- (b) Any amount of overtime that has been worked by an employee in a particular pay period and that is to be taken as time off instead of the employee being paid for it must be the subject of a separate agreement under clause 24.4.
- (c) An agreement must state each of the following:
 - (i) the number of overtime hours to which it applies and when those hours were worked;
 - (ii) that the employer and employee agree that the employee may take time off instead of being paid for the overtime;
 - (iii) that, if the employee requests at any time, the employer must pay the employee, for overtime covered by the agreement but not taken as time off, at the overtime rate applicable to the overtime when worked;
 - (iv) that any payment mentioned in clause 24.4(c)(iii) must be made in the next pay period following the request.

NOTE: An example of the type of agreement required by clause 24.4 is set out at Schedule G – Agreement for Time Off Instead of Payment for Overtime. There is no requirement to use the form of agreement set out at Schedule G – Agreement for Time Off Instead of Payment for Overtime. An agreement under clause 24.4 can also be made by an exchange of emails between the employee and employer, or by other electronic means.

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

EXAMPLE: By making an agreement under clause 24.4 an employee who worked 2 overtime hours is entitled to 2 hours' time off.

- (e) Time off must be taken:
 - (i) within the period of 6 months after the overtime is worked; and
 - (ii) at a time or times within that period of 6 months agreed by the employee and employer.
- (f) If the employee requests at any time, to be paid for overtime covered by an agreement under clause 24.4 but not taken as time off, the employer

must pay the employee for the overtime, in the next pay period following the request, at the overtime rate applicable to the overtime when worked.

- (g) If time off for overtime that has been worked is not taken within the period of 6 months mentioned in clause 24.4(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 24.4 as an employee record.
- (i) An employer must not exert undue influence or undue pressure on an employee in relation to a decision by the employee to make, or not make, an agreement to take time off instead of payment for overtime.
- (j) An employee may, under section 65 of the [Act](#), request to take time off, at a time or times specified in the request or to be subsequently agreed by the employer and the employee, instead of being paid for overtime worked by the employee. If the employer agrees to the request then clause 24.4 will apply, including the requirement for separate written agreements under clause 24.4(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 24.4 applies has not been taken, the employer must pay the employee for the overtime at the overtime rate applicable to the overtime when worked.

NOTE: Under section 345(1) of the [Act](#), a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 24.4.

24.5 Recall to work overtime

An employee who is recalled to work overtime after leaving the employer's premises will be paid for a minimum of 2 hours' work at the appropriate overtime rate.

24.6 Paid rest break during overtime

An employee working overtime will take a paid rest break of 20 minutes after each 4 hours of overtime worked if required to continue work after the break.

25. Penalty rates and shiftwork

25.1 Weekend penalty rates

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

25.2 Public holidays

Payment for public holidays is in accordance with clause 32.1.

25.3 Shiftwork penalty rates

- (a) Where the ordinary rostered hours of work of a shiftworker finish between 6.00 pm and 8.00 am or commence between 6.00 pm and 6.00 am, the employee will be paid **115%** of the minimum hourly rate of pay applicable to their classification and pay point.
- (b) A casual employee who works shiftwork as defined in clause 25.3(a) will be paid **140%** of the minimum hourly rate of pay applicable to their classification and pay point but will not be paid the casual loading of **25%**.
- (c) The shiftwork penalty rates prescribed in clause 25.3 will not apply to shiftwork performed by any employee on Saturday, Sunday or public holidays where the extra payment prescribed in clause 25.1 – Weekend penalty rates and clause 32 – Public holidays, apply.

Part 6 – Leave and Public Holidays

26. Annual leave

26.1 Annual leave is provided for in the [NES](#). Clause 26 contains additional provisions.

26.2 Additional leave for certain shiftworkers

- (a) The [NES](#) provides that an employee who is defined as a shiftworker under clause 26.2 is entitled to an additional week's annual leave on the same terms and conditions.
- (b) For the purpose of the [NES](#) a shiftworker is an employee who is regularly rostered to work Sundays and public holidays.

26.3 Annual leave loading

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

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

NOTE: Where an employee is receiving 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](#)).

26.4 Annual leave in advance

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

NOTE: An example of the type of agreement required by clause 26.4 is set out at Schedule H—Agreement to Take Annual Leave in Advance. There is no requirement to use the form of agreement set out at Schedule H—Agreement to Take Annual Leave in Advance.

- (c) The employer must keep a copy of any agreement under clause 26.4 as an employee record.
- (d) If, on the termination of the employee's employment, the employee has not accrued an entitlement to all of a period of paid annual leave already taken in accordance with an agreement under clause 26.4, the employer may deduct from any money due to the employee on termination an amount equal to the amount that was paid to the employee in respect of any part of the period of annual leave taken in advance to which an entitlement has not been accrued.

26.5 Close down periods – dental and medical practices

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

26.6 Cashing out of annual leave

- (a) Paid annual leave must not be cashed out except in accordance with an agreement under clause 26.6.
- (b) Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement under clause 26.6.
- (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 26.6 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 26.6 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 26.6 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 26.6.

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 26.6.

NOTE 3: An example of the type of agreement required by clause 26.6 is set out at Schedule I—Agreement to Cash Out Annual Leave. There is no requirement to use the form of agreement set out at Schedule I—Agreement to Cash Out Annual Leave.

26.7 Excessive leave accruals: general provision

NOTE: Clauses 26.7 to 26.9 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 26.2).
- (b) If an employee has an excessive leave accrual, the employer or the employee may seek to confer with the other and genuinely try to reach agreement on how to reduce or eliminate the excessive leave accrual.
- (c) Clause 26.8 sets out how an employer may direct an employee who has an excessive leave accrual to take paid annual leave.
- (d) Clause 26.9 sets out how an employee who has an excessive leave accrual may require an employer to grant paid annual leave requested by the employee.

26.8 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 26.7(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 clause 26.8(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 26.7, 26.8 or 26.9 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 clause 26.8(a) that is in effect.
- (d) An employee to whom a direction has been given under clause 26.8(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 clause 26.8(d) may result in the direction ceasing to have effect. See clause 26.8(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.

26.9 Excessive leave accruals: request by employee for leave

- (a) If an employee has genuinely tried to reach agreement with an employer under clause 26.7(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 clause 26.9(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 26.8(a) that, when any other paid annual leave arrangements (whether made under clause 26.7, 26.8 or 26.9 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 clause 26.9(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 26.7, 26.8 or 26.9 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 clause 26.9(a) more than 4 weeks' paid annual leave (or 5 weeks' paid annual leave for a shiftworker, as defined by clause 26.2) in any period of 12 months.
- (e) The employer must grant paid annual leave requested by a notice under clause 26.9(a).

27. Personal/carer's leave and compassionate leave

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

28. Parental leave and related entitlements

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

29. Community service leave

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

30. Ceremonial leave

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

31. Unpaid family and domestic violence leave

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.

32. Public holidays

32.1 Public holidays are provided for in the [NES](#).

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

32.3 Substitution of public holidays by agreement

- (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](#).

32.4 Part-day public holidays

For provisions relating to part-day public holidays see Schedule J – Part-day Public Holidays.

Part 7 – Consultation and Dispute Resolution

33. Consultation about major workplace change

33.1 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.

33.2 For the purposes of the discussion under clause 33.1(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.

- 33.3** Clause 33.2 does not require an employer to disclose any confidential information if its disclosure would be contrary to the employer's interests.
- 33.4** 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 33.1(b).
- 33.5** In clause 33 **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.
- 33.6** Where this award makes provision for alteration of any of the matters defined at clause 33.5, such alteration is taken not to have significant effect.
- 34. Consultation about changes to rosters or hours of work**
- 34.1** Clause 34 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.
- 34.2** The employer must consult with any employees affected by the proposed change and their representatives (if any).
- 34.3** For the purpose of the consultation, the employer must:
- (a) provide to the employees and representatives mentioned in clause 34.2 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.
- 34.4** The employer must consider any views given under clause 34.3(b).

34.5 Clause 34 is to be read in conjunction with any other provisions of this award concerning the scheduling of work or the giving of notice.

35. Dispute resolution

35.1 Clause 35 sets out the procedures to be followed if a dispute arises about a matter under this award or in relation to the [NES](#).

35.2 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.

35.3 If the dispute is not resolved through discussion as mentioned in clause 35.2, 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.

35.4 If the dispute is unable to be resolved at the workplace and all appropriate steps have been taken under clauses 35.2 and 35.3, a party to the dispute may refer it to the Fair Work Commission.

35.5 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.

35.6 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.

35.7 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 35.

35.8 While procedures are being followed under clause 35 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.

35.9 Clause 35.8 is subject to any applicable work health and safety legislation.

Part 8 – Termination of employment and Redundancy

36. Termination of employment

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

36.1 Notice of termination by an employee

- (a) Clause 36.1 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 clause 36.1(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 clause 36.1(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 clause 36.1(b), then no deduction can be made under clause 36.1(d).
- (f) Any deduction made under clause 36.1(d) must not be unreasonable in the circumstances.

36.2 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 36.2 is to be taken at times that are convenient to the employee after consultation with the employer.

37. Redundancy

NOTE: Redundancy pay is provided for in the [NES](#). See sections 119 to 123 of the [Act](#).

37.1 Transfer to lower paid duties on redundancy

- (a) Clause 37.1 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 37.1(c).
- (c) If the employer acts as mentioned in clause 37.1(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.

37.2 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 37 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.

37.3 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 37.3(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 37.3(b).
- (d) An employee who fails to produce proof when required under clause 37.3(b) is not entitled to be paid for the time off.
- (e) This entitlement applies instead of clause 36.2.

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 3 months’ work experience in the industry and who performs basic duties.

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

(b) Indicative roles at this level are:

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

A.1.2 Support Services employee – level 2

- (a) An employee at this level:
 - (i) is capable of prioritising work within established routines, methods and procedures;
 - (ii) is responsible for work performed with a limited level of accountability or discretion;

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- (iii) works under limited supervision, either individually or in a team;
- (iv) possesses sound communication skills; and
- (v) requires specific on-the-job training and/or relevant skills training or experience.

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

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

A.1.3 Support Services employee – level 3

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

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

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

(c) Indicative roles performed at this level are:

General and administrative services	Food services	Technical and clinical

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

A.1.4 Support Services employee – level 4

(a) An employee at this level:

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

(b) Indicative roles performed at this level are:

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

A.1.5 Support Services employee – level 5

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

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

A.1.6 Support Services employee – level 6

- (a) An employee at this level:
- (i) is capable of functioning with a high level of autonomy, and prioritising their work within established policies, guidelines and procedures;

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

(b) Indicative roles performed at this level are:

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

A.1.7 Support Services employee – level 7

- (a) An employee at this level:
 - (i) is capable of functioning autonomously, and prioritising their work and the work of others within established policies, guidelines and procedures;
 - (ii) is responsible for work performed with a substantial level of accountability and responsibility;
 - (iii) may supervise the work of others, including work allocation, rostering and guidance;
 - (iv) works either individually or in a team;
 - (v) may require comprehensive computer knowledge or be required to use a computer on a regular basis;

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- (vi) possesses developed administrative skills and problem solving abilities;
- (vii) possesses well developed communication, interpersonal and/or arithmetic skills; and
- (viii) may require formal qualifications at trade or Advanced Certificate or Associate Diploma level and/or relevant skills training or experience.

(b) Indicative roles performed at this level are:

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

A.1.8 Support Services employee – level 8

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

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

A.1.9 Support Services employee – level 9

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

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

A.2 Health Professional employees – definitions

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

A.2.1 Health Professional – level 1

- (a) Positions at level 1 are regarded as entry level health professionals and for initial years of experience.
- (b) This level is the entry level for new graduates who meet the requirement to practise as a health professional (where appropriate in accordance with their professional association's rules and be eligible for membership

of their professional association) or such qualification as deemed acceptable by the employer. It is also the level for the early stages of the career of a health professional.

A.2.2 Health Professional – level 2

- (a) A health professional at this level works independently and is required to exercise independent judgment on routine matters. They may require professional supervision from more senior members of the profession or health team when performing novel, complex, or critical tasks. They have demonstrated a commitment to continuing professional development and may have contributed to workplace education through provision of seminars, lectures or in-services. At this level the health professional may be actively involved in quality improvement activities or research.
- (b) At this level the health professional contributes to the evaluation and analysis of guidelines, policies and procedures applicable to their clinical/professional work and may be required to contribute to the supervision of discipline specific students.

A.2.3 Health Professional – level 3

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

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

A.2.4 Health Professional – level 4

- (a) A health professional at this level applies a high level of professional judgment and knowledge when performing a wide range of novel, complex, and critical tasks, specific to their discipline.
- (b) An employee at this level:
 - (i) has a proven record of achievement at a senior level;
 - (ii) has the capacity to allocate resources, set priorities and ensure budgets are met within a large and complex organisation;
 - (iii) may be responsible to the executive for providing effective services and ensuring budget/strategic targets are met;
 - (iv) supervises staff where required; and
 - (v) is expected to develop/implement and deliver strategic business plans which increase the level of care to customers within a budget framework.

Schedule B – List of Common Health Professionals

Acupuncturist

Aromatherapist

Art Therapist

Audiologist

Biomedical Engineer

Biomedical Technologist

Cardiac Technologist

Child Psychotherapist

Chiropractor

Client Advisor/Rehabilitation Consultant

Clinical Perfusionist

Community Development Worker

Counsellor

Dental Therapist

Dietician

Diversional Therapist

Exercise Physiologist

Genetics Counsellor

Health Information Manager

Homeopathist

Masseur, Remedial

Medical Imaging Technologist (MIT) (including: Medical Radiographer; Ultrasonographer; Magnetic Resonance Imaging Technologist; Nuclear Medicine Technologist; and Radiation Therapist)

Medical Laboratory Technician

Medical Librarian

Medical Photographer/Illustrator

Medical Record Administrator

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Medical Technician/Renal Dialysis Technician

Musculoskeletal Therapist

Music Therapist

Myotherapist

Naturopathist

Nuclear Medicine Technologist (NMT)

Occupational Therapist

Orthoptist

Osteopath

Pastoral Carer

Pharmacist

Physiotherapist

Play Therapist

Podiatrist

Prosthetist/Orthotist

Psychologist

Radiation Therapy Technologist (RTT)

Recreation Therapist

Reflexologist

Research Technologist

Medical Scientist

Social Worker

Sonographer

Speech Pathologist

Welfare Worker

Youth Worker

Schedule C – Summary of Hourly Rates

[Sched C varied by [PR718844](#)]

C.1 Support services employees

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

[C.1.1 varied by [PR718844](#) ppc 01Jul20]

	Ordinary hours	Between midnight Friday and midnight Sunday	Public holiday	Shiftwork ¹
	% of minimum hourly rate			
	100%	150%	250%	115%
	\$	\$	\$	\$
Level 1	21.09	31.64	52.73	24.25
Level 2	21.96	32.94	54.90	25.25
Level 3	22.82	34.23	57.05	26.24
Level 4	23.09	34.64	57.73	26.55
Level 5	23.88	35.82	59.70	27.46
Level 6	25.16	37.74	62.90	28.93
Level 7	25.62	38.43	64.05	29.46
Level 8 – pay point 1	26.48	39.72	66.20	30.45
Level 8 – pay point 2	27.18	40.77	67.95	31.26
Level 8 – pay point 3	29.09	43.64	72.73	33.45
Level 9 – pay point 1	29.61	44.42	74.03	34.05

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	Ordinary hours	Between midnight Friday and midnight Sunday	Public holiday	Shiftwork¹
	% of minimum hourly rate			
	100%	150%	250%	115%
	\$	\$	\$	\$
Level 9 – pay point 2	30.66	45.99	76.65	35.26
Level 9 – pay point 3	30.91	46.37	77.28	35.55

¹ **Shiftwork** means any shift where ordinary hours commence between 6.00 pm and 6.00 am or finish between 6.00 pm and 8.00 am as defined in clause 25.3.

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

[C.1.2 varied by [PR718844](#) ppc 01Jul20]

	Monday to Saturday		Sunday	Public holiday
	First 2 hours	After 2 hours		
	% of minimum hourly rate			
	150%	200%	200%	250%
	\$	\$	\$	\$
Level 1	31.64	42.18	42.18	52.73
Level 2	32.94	43.92	43.92	54.90
Level 3	34.23	45.64	45.64	57.05
Level 4	34.64	46.18	46.18	57.73
Level 5	35.82	47.76	47.76	59.70
Level 6	37.74	50.32	50.32	62.90
Level 7	38.43	51.24	51.24	64.05
Level 8 – pay point 1	39.72	52.96	52.96	66.20
Level 8 – pay point 2	40.77	54.36	54.36	67.95

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	Monday to Saturday		Sunday	Public holiday
	First 2 hours	After 2 hours		
	% of minimum hourly rate			
	150%	200%	200%	250%
	\$	\$	\$	\$
Level 8 – pay point 3	43.64	58.18	58.18	72.73
Level 9 – pay point 1	44.42	59.22	59.22	74.03
Level 9 – pay point 2	45.99	61.32	61.32	76.65
Level 9 – pay point 3	46.37	61.82	61.82	77.28

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

[C.1.3 varied by [PR718844](#) ppc 01Jul20]

	Ordinary hours	Saturday or Sunday	Public holiday	Shiftwork ¹
	% of minimum hourly rate			
	125%	175%	275%	140%
	\$	\$	\$	\$
Level 1	26.36	36.91	58.00	29.53
Level 2	27.45	38.43	60.39	30.74
Level 3	28.53	39.94	62.76	31.95
Level 4	28.86	40.41	63.50	32.33
Level 5	29.85	41.79	65.67	33.43
Level 6	31.45	44.03	69.19	35.22
Level 7	32.03	44.84	70.46	35.87
Level 8 – pay point 1	33.10	46.34	72.82	37.07
Level 8 – pay point 2	33.98	47.57	74.75	38.05
Level 8 – pay point 3	36.36	50.91	80.00	40.73

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	Ordinary hours	Saturday or Sunday	Public holiday	Shiftwork¹
% of minimum hourly rate				
	125%	175%	275%	140%
	\$	\$	\$	\$
Level 9 – pay point 1	37.01	51.82	81.43	41.45
Level 9 – pay point 2	38.33	53.66	84.32	42.92
Level 9 – pay point 3	38.64	54.09	85.00	43.27

¹ **Shiftwork** means any shift where ordinary hours commence between 6.00 pm and 6.00 am or finish between 6.00 pm and 8.00 am as defined in clause 25.3.

C.2 Health professional employees

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

[C.2.1 varied by [PR718844](#) ppc 01Jul20]

	Ordinary hours	Between midnight Friday and midnight Sunday	Public holiday	Shiftwork¹
% of minimum hourly rate				
	100%	150%	250%	115%
	\$	\$	\$	\$
Health professional employees – level 1				
Pay point 1 (UG 2 qualification)	24.23	36.35	60.58	27.86

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	Ordinary hours	Between midnight Friday and midnight Sunday	Public holiday	Shiftwork¹
	% of minimum hourly rate			
	100%	150%	250%	115%
	\$	\$	\$	\$
Pay point 2 (3 year degree entry)	25.16	37.74	62.90	28.93
Pay point 3 (4 year degree entry)	26.27	39.41	65.68	30.21
Pay point 4 (Masters degree entry)	27.18	40.77	67.95	31.26
Pay point 5 (PhD entry)	29.61	44.42	74.03	34.05
Pay point 6	30.66	45.99	76.65	35.26
Health Professional employee – level 2				
Pay point 1	30.83	46.25	77.08	35.45
Pay point 2	31.95	47.93	79.88	36.74
Pay point 3	33.17	49.76	82.93	38.15
Pay point 4	34.49	51.74	86.23	39.66
Health Professional employee – level 3				
Pay point 1	35.98	53.97	89.95	41.38
Pay point 2	36.99	55.49	92.48	42.54
Pay point 3	37.79	56.69	94.48	43.46
Pay point 4	39.47	59.21	98.68	45.39
Pay point 5	40.92	61.38	102.30	47.06

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	Ordinary hours	Between midnight Friday and midnight Sunday	Public holiday	Shiftwork¹
	% of minimum hourly rate			
	100%	150%	250%	115%
	\$	\$	\$	\$
Health Professional employee – level 4				
Pay point 1	43.57	65.36	108.93	50.11
Pay point 2	46.50	69.75	116.25	53.48
Pay point 3	50.56	75.84	126.40	58.14
Pay point 4	55.82	83.73	139.55	64.19

¹ **Shiftwork** means any shift where ordinary hours commence between 6.00 pm and 6.00 am or finish between 6.00 pm and 8.00 am as defined in clause 25.3.

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

[C.2.2 varied by [PR718844](#) ppc 01Jul20]

	Monday to Saturday		Sunday	Public holiday
	First 2 hours	After 2 hours		
	% of minimum hourly rate			
	150%	200%	200%	250%
	\$	\$	\$	\$
Health professional employees – level 1				
Pay point 1 (UG 2 qualification)	36.35	48.46	48.46	60.58
Pay point 2 (3 year degree entry)	37.74	50.32	50.32	62.90
Pay point 3 (4 year degree entry)	39.41	52.54	52.54	65.68
Pay point 4 (Masters degree entry)	40.77	54.36	54.36	67.95

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	Monday to Saturday		Sunday	Public holiday
	First 2 hours	After 2 hours		
	% of minimum hourly rate			
	150%	200%	200%	250%
	\$	\$	\$	\$
Pay point 5 (PhD entry)	44.42	59.22	59.22	74.03
Pay point 6	45.99	61.32	61.32	76.65
Health professional employees – level 2				
Pay point 1	46.25	61.66	61.66	77.08
Pay point 2	47.93	63.90	63.90	79.88
Pay point 3	49.76	66.34	66.34	82.93
Pay point 4	51.74	68.98	68.98	86.23
Health Professional employee – level 3				
Pay point 1	53.97	71.96	71.96	89.95
Pay point 2	55.49	73.98	73.98	92.48
Pay point 3	56.69	75.58	75.58	94.48
Pay point 4	59.21	78.94	78.94	98.68
Pay point 5	61.38	81.84	81.84	102.30
Health Professional employee – level 4				
Pay point 1	65.36	87.14	87.14	108.93
Pay point 2	69.75	93.00	93.00	116.25
Pay point 3	75.84	101.12	101.12	126.40
Pay point 4	83.73	111.64	111.64	139.55

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

[C.2.3 varied by [PR718844](#) ppc 01Jul20]

	Ordinary hours	Saturday and Sunday	Public holiday	Shiftwork¹
	% of minimum hourly rate			
	125%	175%	275%	140%
	\$	\$	\$	\$
Health professional employees – level 1				
Pay point 1 (UG 2 qualification)	30.29	42.40	66.63	33.92
Pay point 2 (3 year degree entry)	31.45	44.03	69.19	35.22
Pay point 3 (4 year degree entry)	32.84	45.97	72.24	36.78
Pay point 4 (Masters degree entry)	33.98	47.57	74.75	38.05
Pay point 5 (PhD entry)	37.01	51.82	81.43	41.45
Pay point 6	38.33	53.66	84.32	42.92
Health Professional employee – level 2				
Pay point 1	38.54	53.95	84.78	43.16
Pay point 2	39.94	55.91	87.86	44.73
Pay point 3	41.46	58.05	91.22	46.44
Pay point 4	43.11	60.36	94.85	48.29
Health Professional employee – level 3				
Pay point 1	44.98	62.97	98.95	50.37
Pay point 2	46.24	64.73	101.72	51.79
Pay point 3	47.24	66.13	103.92	52.91
Pay point 4	49.34	69.07	108.54	55.26
Pay point 5	51.15	71.61	112.53	57.29

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	Ordinary hours	Saturday and Sunday	Public holiday	Shiftwork¹
	% of minimum hourly rate			
	125%	175%	275%	140%
	\$	\$	\$	\$
Health Professional employee – level 4				
Pay point 1	54.46	76.25	119.82	61.00
Pay point 2	58.13	81.38	127.88	65.10
Pay point 3	63.20	88.48	139.04	70.78
Pay point 4	69.78	97.69	153.51	78.15

¹ **Shiftwork** means any shift where ordinary hours commence between 6.00 pm and 6.00 am or finish between 6.00 pm and 8.00 am as defined in clause 25.3.

Schedule D – Summary of Monetary Allowances

[Sched D varied by [PR718844](#), [PR718999](#)]

See clause 22 – Allowances for full details of allowances payable under this award.

D.1 Wage-related allowances

[D.1.1 varied by [PR718844](#) ppc 01Jul20]

D.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 rate for a Health Professional employee – level 1 pay point 2 in clause 17.2 = **\$956.20**.

Allowance	Clause	% of standard rate	\$	Payable
Heat allowance – between 40°C and 46°C ¹	22.2(a)(iii)	0.05	0.48	per hour or part thereof
Heat allowance – exceeds 46°C ¹	22.2(a)(iii)	0.06	0.57	per hour or part thereof
Nauseous work allowance – per hour or part thereof	22.2(b)(i)	0.05	0.48	per hour or part thereof
Nauseous work allowance – minimum per week	22.2(b)(ii)	0.27	2.58	per week
Occasional interpreting allowance – per occasion	22.2(c)	0.11	1.05	per occasion
Occasional interpreting allowance – maximum per week	22.2(c)	1.27	12.14	per week
On-call allowance, per 24 hour period or part thereof – Monday to Saturday	22.2(d)(i)	2.16	20.65	per 24 hour period
On-call allowance, per 24 hour period or part thereof – Sunday or public holiday	22.2(d)(ii)	4.31	41.21	per 24 hour period

¹ Heat allowance only payable to certain employees in accordance with clause 22.2(a)(iii).

D.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.

D.2 Expense-related allowances

D.2.1 The following expense-related allowances will be payable to employees in accordance with clause 22.3:

[D.2.1 varied by [PR718999](#) ppc 01Jul20]

Allowance	Clause	\$	Payable
Uniform allowance, the lesser of – per shift or part thereof; OR	22.3(b)(ii)	1.23	per shift
Uniform allowance, the lesser of – per week	22.3(b)(ii)	6.24	per week
Laundrying allowance, the lesser of – per shift or part thereof; OR	22.3(b)(iii)	0.32	per shift
Laundrying allowance, the lesser of – per week	22.3(b)(iii)	1.49	per week
Meal allowance – more than one hour of overtime	22.3(e)(i)	13.56	per occasion
Meal allowance – further meal allowance where overtime exceeds 4 hours	22.3(e)(ii)	12.23	per occasion
Tool allowance – chefs and cooks not provided with all necessary tools	22.3(g)	11.60	per week
Motor vehicle allowance	22.3(h)(i)	0.80	per km

D.2.2 Deduction for board and lodging

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

[D.2.2 varied by [PR718999](#) ppc 01Jul20]

Deduction	Clause	\$	Payable
Board and lodging – employees receiving full adult rate of pay	22.3(d)(i)	26.41	per week
Board and lodging – trainees	22.3(d)(ii)	11.93	per week
Board and lodging – where employees buy their meals at ruling cafeteria rates	22.3(d)(iii)	16.46	per week

D.2.3 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
Meal allowance	Take away and fast foods sub-group
Clothing and equipment allowance	Clothing and footwear group
Tool allowance	Tools and equipment for house and garden component of the household appliances, utensils and tools sub-group
Vehicle allowance	Private motoring sub-group
Board and lodging	Domestic holiday travel and accommodation sub-group

Schedule E – School-based Apprentices

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

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Schedule F – Supported Wage System

[Sched F varied by [PR719661](#)]

F.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.

F.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.

F.3 Eligibility criteria

F.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.

F.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.

F.4 Supported wage rates

F.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 F.5)	Relevant minimum wage
%	%
10	10
20	20
30	30
40	40
50	50
60	60
70	70
80	80
90	90

[F.4.2 varied by [PR719661](#) ppc 01Jul20]

F.4.2 Provided that the minimum amount payable must be not less than \$89 per week.

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

F.5 Assessment of capacity

F.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.

F.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](#).

F.6 Lodgement of SWS wage assessment agreement

F.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.

F.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.

F.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.

F.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.

F.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.

F.10 Trial period

F.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 4 weeks) may be needed.

F.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.

[F.10.3 varied by [PR719661](#) ppc 01Jul20]

F.10.3 The minimum amount payable to the employee during the trial period must be no less than \$89 per week.

F.10.4 Work trials should include induction or training as appropriate to the job being trialed.

F.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

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employment will be entered into based on the outcome of assessment under clause F.5.

Schedule G – 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 H – 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____

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Schedule I – 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__

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Schedule J – Part-day Public Holidays

- J.1** This schedule operates where this award otherwise contains provisions dealing with public holidays that supplement the [NES](#).
- J.2** Where a part-day public holiday is declared or prescribed between 6.00 pm and midnight, or 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 on the declared or prescribed part-day public holiday 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 on the declared or prescribed part-day public holiday but as a result of being on annual leave does not work, they will be taken not to be on annual leave during the hours of the declared or prescribed part-day public holiday 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 on the declared or prescribed part-day public holiday, 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 J.2(f) applies, where an employee works any hours on the declared or prescribed part-day public holiday 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 on the declared or prescribed part-day public holiday.
 - (g)** An employee not rostered to work on the declared or prescribed part-day public holiday, other than an employee who has exercised their right in accordance with clause J.2(a), will not be entitled to another day off,

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another day's pay or another day of annual leave as a result of the part-day public holiday.

- J.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](#).
- J.4** This schedule is not intended to detract from or supplement the [NES](#).

Schedule X – Additional Measures During the COVID-19 Pandemic

[Sched X varied by [PR720633](#); corrected by [PR720662](#); varied by [PR721438](#)]

[X.1 substituted by [PR720633](#) ppc 01Jul20; corrected by [PR720662](#) ppc 01Jul20]

X.1 Subject to clauses X.2.1(d) and X.2.2(c), Schedule X operates from 8 April 2020 until further or other order of the Commission in matter number AM2020/13. The period of operation can be extended on application.

X.2 During the operation of Schedule X, the following provisions apply:

X.2.1 Unpaid pandemic leave

- (a) Subject to clauses X.2.1(b), (c) and (d), any employee is entitled to take up to 2 weeks' unpaid leave if the employee is required by government or medical authorities or on the advice of a medical practitioner to self-isolate and is consequently prevented from working, or is otherwise prevented from working by measures taken by government or medical authorities in response to the COVID-19 pandemic.
- (b) The employee must give their employer notice of the taking of leave under clause X.2.1(a) and of the reason the employee requires the leave, as soon as practicable (which may be a time after the leave has started).
- (c) An employee who has given their employer notice of taking leave under clause X.2.1(a) must, if required by the employer, give the employer evidence that would satisfy a reasonable person that the leave is taken for a reason given in clause X.2.1(a).

[X.2.1(d) varied by [PR720633](#), [PR721438](#) ppc 31Jul20]

- (d) A period of leave under clause X.2.1(a) must start before 29 October 2020, but may end after that date.
- (e) Leave taken under clause X.2.1(a) does not affect any other paid or unpaid leave entitlement of the employee and counts as service for the purposes of entitlements under this award and the [NES](#).

NOTE: The employer and employee may agree that the employee may take more than 2 weeks' unpaid pandemic leave.

X.2.2 Annual leave at half pay

- (a) Instead of an employee taking paid annual leave on full pay, the employee and their employer may agree to the employee taking twice as much leave on half pay.
- (b) Any agreement to take twice as much annual leave at half pay must be recorded in writing and retained as an employee record.

[X.2.2(c) varied by [PR720633](#), [PR721438](#) ppc 31Jul20]

- (c) A period of leave under clause X.2.2(a) must start before 29 October 2020, but may end after that date.

EXAMPLE: Instead of an employee taking one week's annual leave on full pay, the employee and their employer may agree to the employee taking 2 weeks' annual leave on half pay. In this example:

- the employee's pay for the 2 weeks' leave is the same as the pay the employee would have been entitled to for one week's leave on full pay (where one week's full pay includes leave loading under the Annual Leave clause of this award); and
- one week of leave is deducted from the employee's annual leave accrual.

NOTE 1: A employee covered by this award who is entitled to the benefit of clause X.2.1 or X.2.2 has a workplace right under section 341(1)(a) of the [Act](#).

NOTE 2: Under section 340(1) of the [Act](#), an employer must not take adverse action against an employee because the employee has a workplace right, has or has not exercised a workplace right, or proposes or does not propose to exercise a workplace right, or to prevent the employee exercising a workplace right. Under section 342(1) of the [Act](#), an employer takes adverse action against an employee if the employer dismisses the employee, injures the employee in his or her employment, alters the position of the employee to the employee's prejudice, or discriminates between the employee and other employees of the employer.

NOTE 3: Under section 343(1) of the [Act](#), a person must not organise or take, or threaten to organise or take, action against another person with intent to coerce the person to exercise or not exercise, or propose to exercise or not exercise, a workplace right, or to exercise or propose to exercise a workplace right in a particular way.

Schedule Y – Industry Specific Measures During the COVID-19 Pandemic

[Sched Y inserted by [PR721363](#) ppc 29Jul20]

- Y.1** Subject to clause Y.4.5, Schedule Y operates from 29 July 2020 until 29 October 2020. The period of operation can be extended on application.
- Y.2** Schedule Y applies to employees engaged in the aged care industry.
- Y.3** For the purposes of Schedule Y, the **aged care industry** means the provision of accommodation and care services for aged persons in a hostel, nursing home, aged care independent living units, aged care serviced apartments, garden settlement, retirement village or any other residential accommodation facility.
- Y.4 Paid pandemic leave**
- Y.4.1** Subject to clauses Y.4.2 to Y.4.9, an employee engaged in the aged care industry is entitled to take up to 2 weeks' paid pandemic leave on each occasion the employee is prevented from working (including working from home):
- (a) because the employee is required by government or medical authorities to self isolate or quarantine;
 - (b) because the employee is required by their employer to self isolate or quarantine;
 - (c) because the employee is required on the advice of a medical practitioner to self isolate or quarantine because they are displaying symptoms of COVID-19 or have come into contact with a person suspected of having contracted COVID-19;
 - (d) because the employee is in isolation or quarantine while waiting for the results of a COVID-19 test; or
 - (e) because of measures taken by government or medical authorities in response to the COVID-19 pandemic.
- Y.4.2** Except where clause Y.4.1(b) applies, the employee must give their employer notice of the taking of leave under clause Y.4.1 and of the reason the employee requires the leave, as soon as practicable (which may be a time after the leave has started).
- Y.4.3** An employee required on the advice of a medical practitioner to self isolate who has given their employer notice of taking leave under clause Y.4.2 must, if required by the employer, produce a medical certificate.
- Y.4.4** Except where clause Y.4.1(b) or Y.4.3 apply, an employee who has given their employer notice of taking leave under clause Y.4.2 must, if required by the

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employer, give the employer evidence that would satisfy a reasonable person that the leave is taken for a reason given in clause Y.4.1.

- Y.4.5** A period of leave under clause Y.4.1 must start before 29 October 2020, but may end after that date.
- Y.4.6** An employee cannot take paid pandemic leave under clause Y.4.1 if the employee could instead take paid personal/carer's leave.

NOTE: Personal/carer's leave is provided for in the [NES](#). Section 97 of the Act sets out the circumstances in which an employee may take personal/carer's leave. An employee who is prevented from working for one of the reasons set out in Y.4.1 may not be entitled to take personal/carer's leave if they are not unfit for work because of a personal illness or injury.

- Y.4.7** An employee cannot take paid pandemic leave under clause Y.4.1 if the employee becomes entitled to workers compensation benefits as a result of contracting COVID-19.
- Y.4.8** An employee will not be entitled to paid pandemic leave unless the employee:
- (a) has undertaken a COVID-19 test in connection with the applicable circumstance in clause Y.4.1; or
 - (b) undertakes a COVID-19 test at the earliest opportunity.
- Y.4.9** A casual employee is not entitled to leave under clause Y.4.1 unless engaged on a regular and systematic basis.
- Y.4.10** Leave taken under clause Y.4.1 does not affect any other paid or unpaid leave entitlement of the employee and counts as service for the purposes of entitlements under this award and the [NES](#).
- Y.4.11** For a full-time employee, leave taken under clause Y.4.1 shall be paid at the employee's base rate of pay for the employee's ordinary hours of work in the period of the leave.

NOTE: The base rate of pay has the meaning given in section 16 of the [Act](#).

- Y.4.12** For a part-time employee, pay for leave taken under clause Y.4.1 will be the greater of:
- (a) their agreed ordinary hours of work under clause 10.2; or
 - (b) the average of their weekly ordinary hours of work for the previous 6 weeks.
- Y.4.13** For a casual employee, pay for leave taken under clause Y.4.1 shall be calculated on the average weekly pay received by the employee in the previous 6 weeks, or where the employee has been employed for less than 6 weeks, for the duration of their employment.

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NOTE 1: A employee covered by this award who is entitled to the benefit of Schedule Y has a workplace right under section 341(1)(a) of the [Act](#).

NOTE 2: Under section 340(1) of the [Act](#), an employer must not take adverse action against an employee because the employee has a workplace right, has or has not exercised a workplace right, or proposes or does not propose to exercise a workplace right, or to prevent the employee exercising a workplace right. Under section 342(1) of the [Act](#), an employer takes adverse action against an employee if the employer dismisses the employee, injures the employee in his or her employment, alters the position of the employee to the employee's prejudice, or discriminates between the employee and other employees of the employer.

NOTE 3: Under section 343(1) of the [Act](#), a person must not organise or take, or threaten to organise or take, action against another person with intent to coerce the person to exercise or not exercise, or propose to exercise or not exercise, a workplace right, or to exercise or propose to exercise a workplace right in a particular way.