

HEALTH PROFESSIONALS AND SUPPORT SERVICES AWARD 2010

PART 1 – APPLICATION AND OPERATION

1.1 Coverage

This industry and occupational award covers:

- employers throughout Australia in the health industry and their employees working in the classifications contained within the award; and
- employers engaging a health professional employee falling within the classifications contained within the award.

1.2 Access to the award and the National Employment Standards

The employer must ensure that copies of this [award](#) and the National Employment Standards (NES) are available to all employees to whom they apply.

1.3 The National Employment Standards (NES) and this award

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

1.4 Award Flexibility

Parties may agree to vary certain terms of the employment, as set out in clause 7.1 of the [award](#), to meet their genuine individual needs.

Any variation must comply with certain administrative requirements which are set out in clause 7 of the [award](#) and must result in the employee being better off overall.

PART 2 – CONSULTATION AND DISPUTE RESOLUTION

2.1 Consultation

Major workplace change

Where an employer has made a *definite* decision to introduce major changes likely to have *significant effects* on employees, an employer must notify the affected employees and their representatives. Notifying affected employees and their representatives involves a number of procedural requirements which are set out in clauses 8.2 of the [award](#).

Significant effects include, but are not limited to:

- termination of employment
- major changes in the composition, operation or size of the employer's workforce or in the skills required
- the elimination or diminution of job opportunities, promotion opportunities or job tenure
- the alteration of hours of work
- the need for retraining or transfer of employees to other work or locations; and
- the restructuring of jobs.

2.2 Dispute Resolution

Where there is a dispute about a matter under the award or in relation to the NES, the parties must follow the procedures prescribed by clause 9 of the award.

PART 3 – TYPES OF EMPLOYMENT AND TERMINATION OF EMPLOYMENT

3.1 Types of employment

Employees will be employed on either a full-time, part-time or casual basis. At the time of engagement, the employer will inform each employee the basis of their employment.

Please refer to clause 10 of the award for definitions of full-time, part-time and casual employment.

3.2 Termination of employment

Notice of termination is provided for in the NES.

3.3 Redundancy

Redundancy pay is provided for in the NES.

Redundancy pay is not payable where an employee has less than 12 months service or the employer is a small business employer (less than 15 employees).

Transfer to lower paid duties

Where an employee is transferred to lower paid duties by reason of redundancy, the employer must give the same period of notice the employee would have been entitled to if the employment had been terminated and may instead of notice make a payment in lieu of notice for the number of weeks still owing.

Employee leaving during the notice period

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

PART 4 – MINIMUM WAGES AND RELATED MATTERS

4.1 Classifications

Classification definitions for Support Services employees and Health Professional employees are set out in Schedule B of the award.

4.2 Minimum wages

Refer to clause 14 of the award for current wage rates of Support Services employees.

Refer to clause 15 of the award for current wage rates of Health Professional employees.

4.3 Allowances

The following allowances are payable under clause 18 of the award:

- Blood check allowance
- Clothing and equipment
- Damaged clothing allowance
- Deduction for board and lodging
- Heat allowance
- Meal allowance
- Nauseous work allowance
- Occasional interpreting allowance
- On call allowance
- Telephone allowance
- Tool allowance
- Travelling, transport and fares

District allowances are payable in accordance with clause 19.

4.4 Accident pay

Under clause 21 of the award, an employee is entitled to accident pay in accordance with the terms of:

- an award made under the *Workplace Relations Act 1996* (Cth) that would have applied to the employee immediately prior to 27 March 2006,
- a notional agreement preserving a State award that would have applied to the employee immediately prior to 1 January 2010 or
- a Division 2B State award that would have applied to the employee immediately prior to 1 January 2011.

This clause ceases to operate on 31 December 2014.

PART 5 – HOURS OF WORK AND RELATED MATTERS

5.1 Ordinary hours of work and rostering

Unless otherwise stated in the award, the ordinary hours of work for a full-time employee will be an average of 38 hours per week in a fortnight or four week period.

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

5.2 Rosters

The ordinary hours of work for each employee will be displayed on a fortnightly roster, which will be posted at least two weeks before the commencement of the roster period.

Seven days' notice will be given of a change in roster. However, a roster may be altered at any time to enable the functions of the hospital, facility or organisation to be carried on where another employee is absent from duty on account of illness or in an emergency.

5.3 Saturday and Sunday work

For all ordinary hours worked between midnight Friday and midnight Sunday, a day worker will be paid their ordinary hourly rate and an additional 50% loading.

A casual employee who works on a Saturday or Sunday will be paid a loading of 75% for all time worked instead of the casual loading of 25%.

5.4 Breaks

An employee who works in excess of five hours will be entitled to an unpaid meal break of not less than 30 minutes and not more than 60 minutes.

Employees will receive one paid tea break of 10 minutes in each four hours worked.

5.5 Overtime penalty rates

Overtime

Overtime rates will be paid for all work done as follows:

- outside ordinary hours - time and a half for the first two hours and double time thereafter;
- for all time worked on a Sunday – double time.

Rest period after overtime

An employee who has worked overtime, without 10 consecutive hours off duty between finishing ordinary work on one day and commencing ordinary work the next day, will be released from duty after completion of overtime until they have had 10 hours off duty. This will be without loss of pay for ordinary work time occurring during such absence.

If on the instructions of the employer, the employee resumes or continues work without 10 hours off duty, the employee will be paid at the rate of double time until they are released from duty for such a period. The employee is then entitled to be absent until they have had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

Time off instead of payment for overtime

An employee may elect, with consent of employer, to take time off instead of payment for overtime. Overtime taken as time off during working hours will be taken at the ordinary time rate.

Recall to work overtime

An employee recalled to work overtime will be paid for a minimum of two hours' work at the appropriate overtime rate.

Rest break during overtime

An employee working overtime will take a paid rest break of 20 minutes after each four hours of overtime.

5.6 Shiftwork

Where the ordinary rostered hours of work of a shiftworker finish between 6:00pm and 8:00am or commence between 6:00pm and 6:00am, the employee will be paid an additional 15% of their ordinary rate of pay.

5.7 Higher duties

A Support Services Employee engaged in any duties carrying a higher wage rate than the classification in which they are ordinarily employed in any one day or shift will be paid at the right rate for the time so worked for two hours or less, or a full day or shift where the time so worked exceeds two hours.

A Health Professional Employee who is authorised to assume the duties of an employee of a higher classification for a period of five or more consecutive 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 person so relieved.

PART 6 – LEAVE AND PUBLIC HOLIDAYS

6.1 Annual Leave

Annual leave is provided for in the NES.

For the purposes of the additional leave provided by the NES, a shiftworker is an employee regularly rostered to work Sundays and public holidays.

Annual leave loading

In addition to their ordinary pay, an employee who is not a shiftworker will be paid annual leave loading of 17.5% of their ordinary rate of pay.

Shiftworkers, in addition to their ordinary pay will be paid the higher of:

- an annual leave loading of 17.5% of their ordinary rate of pay;
- the weekend and shift penalties the employee would have received had they not been on leave.

6.2 Public holidays

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

6.3 Personal/carer's leave and compassionate leave

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

6.4 Community service leave

Community service leave is provided for in the NES.

6.5 Ceremonial leave

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

Please note that not all clauses contained in the award are contained in this summary. Please refer to the award for a full list of all terms and conditions.

Disclaimer

This document contains key employment conditions for those who are employed in accordance with the award.

It is to be used as a guide only. It is not intended to be exhaustive and does not contain all of the conditions, entitlements or obligations that relate to an employee's employment under this award.